



# East Bay Innovation Academy

## Board Meeting

### Date and Time

Wednesday June 13, 2018 at 8:00 PM PDT

### Location

3400 Malcolm Avenue, Oakland, CA 94605

### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>8:00 PM</b>
<b>A.</b> Record Attendance and Guests		Rochelle Benning	1 m
<b>B.</b> Call the Meeting to Order		Rochelle Benning	1 m
<b>C.</b> Approve Minutes	Approve Minutes	Rochelle Benning	2 m
Approve minutes for Board Meeting on May 16, 2018			
<b>D.</b> Public Comment		Rochelle Benning	10 m
<b>II. Governance</b>			<b>8:14 PM</b>
<b>A.</b> Consent Agenda	Vote	Rochelle Benning	10 m
June Consent Agenda Items			
- EBIA May 2018 Check and Credit Card Register			
- EBIA Youth Suicide Prevention Policy per Assembly Bill 2246 (Chapter 642, Statutes of 2016), LEAs that serve pupils in grades seven to twelve, inclusive, must adopt a policy on pupil suicide prevention, intervention, and postvention.			
- Annual CDE Analysis - 2017-2018 Disproportionate Representation of Students with Disabilities by Race, Ethnicity, Disability Category and Educational Placement			
- EBIA SB740 Application for 2018-2019			
- Summer 2018 CARS submission, including application for Title funding for 2018-2019			
- EPA resolution spending plan for 2018-2019			
- Liability and workers compensation insurance for 2018-2019			
- EdTec back office contract for 2018-19			
- Food services proposal for 2018-19			
- Psych and other behavioral IEP services and assessments for 2018-19			



# Cover Sheet

## Approve Minutes

**Section:** I. Opening Items  
**Item:** C. Approve Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on May 16, 2018



## East Bay Innovation Academy

### Minutes

#### Board Meeting

---

**Date and Time**

Wednesday May 16, 2018 at 8:00 PM

**Location**

3400 Malcolm Avenue, Oakland, CA 94605

---

**Directors Present**

Anne Campbell Washington (remote), Ken Berrick (remote), Laurie Jacobson Jones, Rochelle Benning, Saamra Mekuria-Grillo (remote)

**Directors Absent**

Gary Borden, Kelly Garcia

**Guests Present**

Devin Krugman, Michelle Cho

---

**I. Opening Items****A. Record Attendance and Guests**

No quorum. Two board members on the phone, but not located within the Oakland city limits.

**B. Call the Meeting to Order**

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday May 16, 2018 @ 8:06 PM at 3400 Malcolm Avenue, Oakland, CA 94605.

**C. Approve Minutes**

No vote taken.

**D. Public Comment**

- ETA has presented a student petition to reinstate breakfast.
  - Staff concerned about lack of ventilation for the small bathroom in the hallway.
  - Staff can do a better job of locking windows and doors when they leave for the day.
  - Staff wants to meet the board to learn more about the board, their background, and to share ideas
  - Put tables back after the board meeting
- 

- public would like to see more board members attend meetings and think that having the teachers and board spend more time together sounds great.

## **II. Governance**

### **A. Consent Agenda**

No quorum, no vote taken.

## **III. Academic Excellence**

### **A. EBIA Charter Petition Renewal - Project Status Update**

Devin provided an update. We are working on the re-vamp now. Admin team meetings happening, and focus groups will be scheduled. Thus far - we appear to be on track with timing to complete the renewal petition on time.

### **B. Seneca Survey**

Devin provided update - please see board packet materials.

### **C. End of Year Activities/Summer Activities Update**

Devin provided update - please see board packet materials.

### **D. SY 18.19 Financials & Programmatic Impact**

See finance packet.

### **E. 2018 - 2019 Staffing Update**

We have hired for the vast majority of our vacant positions. We are moving strongly forward to fill our remaining four open positions.

## **IV. Finance and Development**

### **A. 2018-2019 Student Enrollment Update**

Update provided. See finance materials in the board packet.

### **B. Year to Date Finance Update**

Michelle provided an update - please see board packet materials.

### **C. Financial Multi-Year Plan Update**

Finance update and discussion with the board. Please see packet for finance materials.

### **D. 2017-2018 EBIA Development Update**

Verbal update provided.

**E. Innovator Event Update**

Verbal update provided.

**V. Facility**

**A. Facility Update**

Update on facilities projects was provided verbally.

**VI. Other Business**

**A. Key Activities and Events**

Shared info noted in the board agenda and packet.

**B. Public Comment**

The public made additional comments

**VII. Closing Items**

**A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:52 PM.

Respectfully Submitted,  
Rochelle Benning

# Cover Sheet

## Consent Agenda

**Section:** II. Governance  
**Item:** A. Consent Agenda  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**

EBIA-A&R SOW#4-Limited Back Office Service without AP and Data-marked-sc-06.01.18.pdf  
EBIA\_18-19 CARS\_application for Title funding.pdf  
EBIA\_2018-19\_EPA Spending Plan\_June 2018.pdf  
EBIA\_2018-19\_EPA Spending Resolution\_June 2018.pdf  
EBIA\_EBFI NPA Contract 18-19.pdf  
EBIA\_EBFI\_flat rate contract\_2018-19.pdf  
EBIA\_Suicide Prevention Policy\_2018.06.07.pdf  
East Bay Innovation Academy.10867.CharterSAFEProposal1819.05-30-2018.pdf  
June 2018 - EBIA 2017 - 2018 CDE Calculation of Disproportionate Representation of Students with Disabilities by Race, Ethnicity, Disability Category, and Educational Placement as of Dec 2017.pdf  
June 2018 Board - EBIA - May 2018 Check and CC Register.pdf  
May 2018 - Benefits TA.pdf  
May 2018 - EBIA April 2018 Check and CC Register.pdf  
May 2018 - EBIA\_6.30.17\_Tax\_Return.pdf  
May 2018 - EEFER\_EBIA\_2018.04.27.pdf  
May 2018 - FERPA Directory Information Notice for EBIA Board Approval - FINAL.pdf  
May 2018 - FERPA FAQ.pdf  
SB740\_18-19\_application submitted 2018.05.30.pdf



**AMENDED & RESTATED STATEMENT OF WORK #4**  
 by and between  
 EdTec Inc. and East Bay Innovation Academy

<b>Reference:</b>	Master Services Agreement dated April 22, 2013, by and between EdTec Inc. ("EdTec") and East Bay Innovation Academy ("Client").
<b>Term:</b>	July 1, 2017 through June 30, 2019 <del>8</del> (the "Term"). This Statement of Work shall automatically renew for consecutive additional one (1) year terms unless either party provides written notice of non-renewal to the other at least one hundred twenty (120) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Term and any Renewal Term(s) are referred to as the Term.
<b>Scope of Services:</b>	<p><b>1. ACCOUNTING</b></p> <p>Financial Statements and Accounting:</p> <ul style="list-style-type: none"> <li>• <b>Monthly financial statements</b> – EdTec will close the books and reconcile accounts the accounts monthly, on or before the 15<sup>th</sup> of the succeeding month.</li> <li>• <b>Setup of school's chart of accounts and general ledger</b> – EdTec sets up and maintains the school's chart of accounts, based on EdTec's standard structure which is designed to be compliant with SACS.</li> <li>• <b>Customized account codes</b> – EdTec maintains limited customized account codes for unique features of the school program. These must be established at the beginning of the fiscal year to avoid re-coding of historic transactions.</li> <li>• <b>Fund accounting</b> – EdTec can track revenue and expenditures by fund, e.g. implementation grant funds and expenses or Title I expenditures.</li> <li>• <b>Training</b> – EdTec trains appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping.</li> <li>• <b>Transaction recording</b> – EdTec records in detail all transactions in a computerized accounting system.</li> <li>• <b>Journal entries and account maintenance</b> – EdTec prepares and records journal entries and maintains the general ledger according to accepted accounting standards.</li> <li>• <b>Bank reconciliation</b> – EdTec reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required.</li> <li>• <b>Account for Capital Outlay Expenses</b> – EdTec records capitalized assets as provided by the school. On an annual basis, EdTec records related depreciation and amortization in the general ledger and reconciles expenditures to fixed asset listing.</li> </ul>



Amended and Restated Statement of Work #4 by and between  
 EdTec Inc. and East Bay Innovation Academy  
 Page 2 of 9, June 16, 2018

**Accounts Payable:**

- EdTec will perform the following Accounts Payable services only for Year 1 of the Term. For Year 2 of the Term, the Accounts Payable function will be the sole responsibility of the Client.

- EdTec processes all invoices and, pending approval from the school leader or surrogate, pays the bills and codes them, based on school input, in the financial software, typically on a two-week schedule with limited rush payments as needed. EdTec checks to make sure there are no double payments or double billings on multiple invoices. EdTec troubleshoots payment issues with vendors. EdTec also verifies that funds are available to pay the bill.

**Audit:**

- **Audit support** – EdTec prepares financial documents for the auditors to help ensure a smooth and timely audit process. For clarification, the school is responsible to pay auditor fees. The school shall also provide all non-financial records required by the audit – e.g. attendance records, employee records, teacher certifications.
- **Single Audit Act of 1984** – EdTec provides support in school compliance with accounting related audit requirements, including the Single Audit Act of 1984.
- **Auditor group purchasing** – EdTec receives a volume discount on audits that it passes on to its clients who choose to work with this auditor.
- **IRS Form 990 Support (and the corresponding State form, if applicable)** – EdTec supports the school and auditor in preparing Form 990 tax-exempt organization annual filing. (For clarification, fees for audit and 990 are paid by school and it is the school’s and auditor’s sole responsibility to ensure these forms are filed).
- The school is responsible for attendance and audit of employee work.

Formatted: Indent: Left: 1", No bullets or numbering

**2. PAYROLL**

EdTec uses an external payroll processor to accomplish the following tasks. EdTec interfaces between the school and payroll processor, and performs quality checking so that the school does not need to interact with the payroll processor. The school pays payroll processing fees.

- **Payroll Processing** – EdTec calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized Client representatives (excluding vacation and/or sick time tracking). EdTec generates checks for signature by authorized Client representatives (or through electronic signature) or facilitates Direct Deposit at the Client’s request. The fees set forth below include semi-monthly payroll processing.
- **Payroll reporting** – EdTec prepares and files all required payroll reports for submission to federal and state agencies and submits electronic payroll, payroll tax reports and payroll tax deposits to the appropriate

authorities for a single EDD/tax ID number. For multiple reporting numbers, an additional fee will apply.

- **Payroll record maintenance** – EdTec keeps track of employee payroll information. Client maintains employee files (based on EdTec-provided template files).
- **W-2 and 1099 processing** – EdTec prepares and sends Forms W-2 and 1099 to employees and government, provided that this SOW remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of Services under this SOW.
- **IRS, SDI, WC support** – EdTec assists in resolving payroll tax issues before the IRS and other federal and state reporting agencies. EdTec also assists school with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.
- **STRS/PERS and other retirement plan administration** – EdTec will help the school set up STRS/PERS accounts, and makes appropriate deductions and payments to the county for STRS and/or PERS based on information provided by the school. Note that in some cases it can take approximately 12 months to set up such contributions because of district/county delays. Also, some counties charge separately for this mandated service. The school is responsible for STRS/PERS account set-up, administration and enrollments and any fees from outside parties including late fees and interest levied by STRS/PERS.

**3. COMPLIANCE and ACCOUNTABILITY**

- Note that compliance and accountability are the responsibility of the school. EdTec will provide advice on some matters directly related to the scope of services under this SOW, but this information is not comprehensive. In addition, since rules, regulations and interpretations regularly change, schools should seek independent verification from their attorneys or other sources.
- On an hourly basis, EdTec can provide assistance on LEA Plans and School Wide Plans.

**4. ATTENDANCE and STUDENT INFORMATION SYSTEMS**

EdTec will perform the following Attendance and Student Information System services only for Year 1 of the Term. For Year 2 of the Term, the following Attendance and Student Information System services will be the sole responsibility of the Client; provided that, subject to availability, upon request EdTec can provide assistance on an hourly billable basis at EdTec's then-current rate for such services.

- **Internal attendance reporting** – EdTec will assist with monthly attendance reports based on school-provided data as outlined in the

Formatted: Indent: Left: 0.25"

Amended and Restated Statement of Work #4 by and between  
 EdTec Inc. and East Bay Innovation Academy  
 Page 4 of 9, June 16, 2018

	<p>addendum to this Statement of Work. Resolution of data discrepancies is charged at the hourly rate.</p> <ul style="list-style-type: none"> <li>• <b>Government attendance reporting</b> – Using school-provided data, and at the school’s request, EdTec prepares and/or performs a quality assurance check of government attendance reports, including the 20-day report, P-1, P-2, and P-Annual. (Note: Does not include SARC, CBEDS, CALPADS or other demographic reports). EdTec will provide up to 4 hours to train Client on CALPADS procedures and report generation. CALPADS support beyond the initial 4 hours is available on an hourly billable or project billable basis.</li> <li>• <b>Attendance procedures assistance</b> – EdTec will provide up to 4 hours of assistance reviewing schools’ attendance accounting procedures and advising on areas for improvement, although the school is ultimately responsible for keeping accurate attendance and ADA compliance.</li> <li>• <b>Student Information System (SIS) procurement and support</b> – EdTec will provide up to 3 hours of assistance to the school leader in evaluating the school’s need for an SIS. If the school asks EdTec to access, use or troubleshoot an SIS not supported by EdTec, hourly charges will apply for EdTec to learn and use the SIS. (Note the school is responsible for taking accurate attendance, on a system provided by the school, at the school’s expense.)</li> <li>• School requests for EdTec assistance on items not listed in this section shall be billed hourly.</li> </ul> <p><b>5. CHARTER DEVELOPMENT and GRANTS</b></p> <ul style="list-style-type: none"> <li>• <b>Fund accounting</b> – EdTec sets up fund accounting to allow the school to track direct and allocated costs to grants.</li> <li>• <b>Grant writing</b> – On a separate fee basis, EdTec can do grant prospect analysis and write grants.</li> <li>• <b>Charter renewal</b> – On a separate fee basis, EdTec will prepare and advocate a charter petition for school renewal.</li> </ul>
<p><b>Excluded Services:</b></p>	<p>Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing. Examples of Excluded Services include, but are not limited to, outside legal costs, computer installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant-writing or fundraising, hiring and associated legal requirements (e.g., background checks, credential reviews) and recordkeeping, meetings with outside parties (e.g., the Board or District), Special Ed administration, testing, assessment, compliance with NCLB, compliance with government grant requirements, audits, attendance accounting, and other outside professional services costs.</p>
<p><b>Compensation:</b></p>	<ul style="list-style-type: none"> <li>• <b>Back Office Services:</b> EdTec will provide these services at a fixed fee per school fiscal year as follows:                         <ul style="list-style-type: none"> <li>o \$84,000 for the Year 1 of the Term (7/1/17-6/30/18)</li> <li>o \$60,000 for Year 2 of the Term (7/1/18 – 6/30/19)</li> </ul> </li> </ul>

Amended and Restated Statement of Work #4 by and between  
 EdTec Inc. and East Bay Innovation Academy  
 Page 5 of 9, June 16, 2018

	<p>These fixed fees include all normal postage, telephone, copying, faxing, etc., except for bank and payroll fees that will be passed through. The annual fees are payable monthly commencing on July 1, 2017.</p> <ul style="list-style-type: none"> <li>o The fees above are for the scope of services contained herein solely for those school(s) for which Client holds a granted charter or that have been in operation prior to the date of this SOW.</li> <li>o In addition to the fees as provided above, there will be an incremental fee for the following, if applicable:             <ul style="list-style-type: none"> <li>▪ Benefit accrual tracking such as vacation and sick time.</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• <b>Consulting:</b> Should you desire additional services not in the above scope, we would be pleased to provide these, subject to staff availability, at the then-current discounted hourly fee schedule for back-office clients (travel time is billed at ½ of the applicable hourly rate). Typical additional services that are not in the above scope are business, budgeting and reporting consulting, grant writing, charter writing and the implementation of computer systems or computerized Student Information Systems. Again, this rate includes normal phone, copying and incidental costs. Additional costs would include mileage reimbursement for travel, overnight delivery charges, and pre-approved out-of-pocket expenses.</li> <li>• <b>Fee Increases:</b> EdTec reserves the right to increase the fees payable under this Statement of Work by up to 5% upon the conclusion of the Term and each Renewal Term. EdTec will provide written notice of a fee increase at least thirty (30) days prior to the expiration of the Term or then-current Renewal Term, as applicable.</li> <li>• <b>Payment Terms:</b> All fees payable to EdTec must be received by EdTec within thirty (30) days of the date of invoice. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due.</li> </ul>
<p><b>School Obligations:</b></p>	<p>EdTec’s services will assist with the operations of Client’s back-office operations, but do not include auditing Client’s provided information and operations for completeness and compliance. It is Client’s responsibility to adopt and adhere to reasonable policies and procedures, and to ensure the school remains in compliance with all applicable rules and regulations and maintains sound fiscal operations. In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with EdTec. Furthermore, Client must immediately inform EdTec of any material change that could affect EdTec’s ability to complete its responsibilities and to assist Client in complying with all applicable laws and regulations.</p> <p>Client will comply with the attached Roles and Responsibilities document (Attachment 1).</p>

Amended and Restated Statement of Work #4 by and between  
 EdTec Inc. and East Bay Innovation Academy  
 Page 6 of 9, June 16, 2018

<b>Termination:</b>	<p>Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec's reasonable judgment, violates any of the "School Obligations" above, (b) if Client does not open by September 30 <u>of the applicable school fiscal year, 2017</u>, or (c) upon any revocation of Client's charter. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination. In addition, if EdTec terminates this Statement of Work under this section, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.</p>
<p><b>EDTEC INC.</b></p> <p>By: _____</p> <p>Name: Steve Campo</p> <p>Title: President &amp; CEO</p> <p>Date: _____</p> <p>1410A 62<sup>nd</sup> Street                  Emeryville, CA 94608</p> <p>Fax: 510.663.3503</p>	<p><b>EAST BAY INNOVATION ACADEMY</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Phone: _____</p> <p>Fax: _____</p>

Amended and Restated Statement of Work #4 by and between  
 EdTec Inc. and East Bay Innovation Academy  
 Page 7 of 9, June 16, 2018

## ATTACHMENT 1

### Roles and Responsibilities

Clarity on roles and responsibilities between EdTec and East Bay Innovation Academy (“Client”) will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

	EdTec	Client
<b>Payroll</b>	<ul style="list-style-type: none"> <li>• Accurate, complete payroll on a semi-monthly basis</li> <li>• Published calendar of payroll deadlines</li> <li>• Reminders for payroll deadlines</li> <li>• Final payroll information sent to client for approval by at least one working day prior to client’s payroll approval date</li> <li>• Advice on setting up STRS/PERS</li> <li>• Primer on health insurance terminations, COBRA, and employee vs. contractor classifications</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Timecards and Changes:</b> Submission to EdTec of timecards for new hires and other payroll changes by payroll calendar deadlines and using EdTec forms/processes</li> <li>• <b>Payroll Approval:</b> Approval (email or fax) to EdTec by payroll calendar deadlines</li> <li>• <b>New Hires:</b> Timely submission to EdTec of new hire paperwork on EdTec new hire forms</li> <li>• Enrolling (or working with a broker to enroll) staff in any STRS, PERS, 403b, health plans, and other insurance/retirement/contribution/deduction programs</li> <li>• Terminating staff from health plans, other insurance, and other applicable contribution/deduction programs.</li> </ul>
<b>ONLY FOR YEAR 1 OF THE TERM: Accounts Payable</b>	<ul style="list-style-type: none"> <li>• Timely and accurate check payments</li> <li>• Payment of invoices according to client’s approval policies</li> <li>• Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors</li> <li>• Payment systems linked to financial statements</li> <li>• Bank account reconciliations</li> <li>• Invoice/payment research</li> <li>• Advising clients on outstanding checks to ensure adequate cash availability</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Submission of Payment and Deposit Information</b> <ul style="list-style-type: none"> <li>o Weekly submission to EdTec of invoices, reimbursement requests, deposits, and other expenditures using EdTec forms and processes</li> <li>o Coding all expenses and non-state funding deposits using EdTec forms and processes and codes from the most recent budget.</li> </ul> </li> <li>• <b>Banking:</b> Monitoring and maintaining adequate bank account balances to meet expense obligations</li> </ul>

Amended and Restated Statement of Work #4 by and between EdTec Inc. and East Bay Innovation Academy  
Page 8 of 9, June 16, 2018

<p><b>ONLY FOR YEAR 1 OF THE TERM: Attendance and SIS</b></p>	<ul style="list-style-type: none"> <li>• Provide School Questionnaire form to Client</li> <li>• Provide District/Authorizer Questionnaire form to Client.</li> <li>• Evaluation of SIS systems (up to 3 hours in first year of operations)</li> <li>• Generation of complete, accurate attendance reports (based on school provided data) by the deadline</li> <li>• <b>Monthly, 20-Day and P-Reports:</b> Basic quality assurance and troubleshooting (up to 1.5 hours per report)</li> <li>• <b>Class Size Reduction Report:</b> Report preparation and submission (for up to 4 hours) for K-3 schools only</li> <li>• <b>CALPADS / CSIS Reports:</b> EdTec will provide up to 4 hours to train Client on CALPADS procedures and report generation. CALPADS support beyond the initial 4 hours is available on an hourly billable or project billable basis.</li> <li>• <b>Training:</b> Conduct Attendance Primer training before the start of the school year to educate Client staff on basic attendance processes</li> </ul>	<ul style="list-style-type: none"> <li>• Accurate and complete collection of attendance data in compliance with State rules</li> <li>• Completion of School Questionnaire form</li> <li>• Completion of District/Authorizer Questionnaire form</li> <li>• <b>Monthly Reports:</b> Submission of data to EdTec at least 3 business days before the deadline</li> <li>• <b>P-Reports:</b> Submission of data to EdTec at least 5 business days before the deadline</li> <li>• Clients without student information system software will submit student data to EdTec using EdTec forms</li> <li>• Training: Key Client staff to attend start of year Attendance Primer training; EdTec will not be able to complete the Attendance / Data deliverables until the training is completed</li> </ul>
---	--	--

The payroll, accounts payable, and attendance deadlines / calendars referenced above shall be provided separately.

**1. LATE FEES and PROCESSING CHARGES**

Payroll:

- **Timecards and Payroll Changes:** A late fee of \$100 will be imposed for each business day timecards for hourly staff and payroll changes are submitted late to EdTec based on the published Payroll Calendar. The latest Timecards and Changes can be accepted is one business day prior to Payroll Approval deadlines.
- EdTec will generate and distribute manual checks, as needed and without charge, for employee terminations and payroll corrections due to EdTec error. For all other manual check requests, EdTec will charge a fee of \$35 plus overnight delivery charges (if overnight delivery is requested).

Accounts Payable (only for Year 1 of the Term):

- **Weekly Submittal:** Client must submit a weekly package conforming to EdTec forms and processes. The submittal shall contain invoices with appropriate coding, reimbursement requests, deposits, and/or other payment documents to EdTec using EdTec forms. If Client fails to submit this weekly package or fails to submit all

Amended and Restated Statement of Work #4 by and between  
EdTec Inc. and East Bay Innovation Academy  
Page 9 of 9, June 16, 2018

necessary invoices and receipts to process payment, Client will be charged an additional processing fee of \$35.

- As a courtesy, EdTec may waive the first two occurrences (i.e. up to \$70) of the Weekly Submittal processing fee.

Attendance (only for Year 1 of the Term):

- **Evaluation of SIS systems:** EdTec fees include up to 3 hours in first year of school's operations to assist Client with the evaluation of SIS systems.
- **Monthly, 20-Day and P-Reports:** EdTec fees include 1.5 hours of quality assurance and troubleshooting when processing and generating each report. Any EdTec work beyond this hour (including data correction and reconciliation with other periods) will be charged at the discounted data service rate.
- **Expedite Fee:** If Client misses an EdTec deadline for providing data and subsequently requests assistance in generating reports on an expedited basis, a \$100 expedite fee per occurrence may apply.
- **Class Size Reduction Report for K-3 schools:** EdTec fees include up to four hours of time for report preparation and submission.
- **CALPADS / CSIS Reports:** EdTec fees include up to four hours for training on report assistance and generation. CALPADS support beyond the initial 4 hours is available on an hourly billable or project billable basis.
- EdTec can provide additional assistance for reports at the discounted data service rate.
- If Client requires EdTec assistance for work with external deadlines (e.g. P-Reports), EdTec may set a deadline for receiving the request, data, and/or other materials from the Client to ensure timely and accurate processing. EdTec may charge an expedite fee for requests, data, and/or other materials not received from the client by the EdTec deadline.
- If Client does not have a student information software system, Client will use EdTec forms when submitting information to EdTec. Failure to use EdTec forms will result in a processing fee of \$100.
- As a courtesy, EdTec may waive the first occurrence of the forms processing fee.

[end]



**2018-19 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca18asstoc.asp>.

**CDE Program Contact:**

Joy Paull, [jpaul@cdede.ca.gov](mailto:jpaul@cdede.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	
Authorized Representative's Signature	
Authorized Representative's Title	
Authorized Representative Signature Date	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2018-19 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

### Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Devin Krugman
Authorized Representative Title	Head of School
Authorized Representative Signature Date	06/07/2018
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2018-19 LCAP Federal Addendum Certification**

**CDE Program Contact:**

Local Agency Systems Support Office, [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov), 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

<b>County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017-18 – 2019-20 LCAP</b>	
<b>Charter Schools Enter the adoption date of the charter school LCAP</b>	06/13/2018
Authorized Representative's Full Name	Devin Krugman
Authorized Representative's Title	Head of School

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2018-19 Application for Funding

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

### Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/13/2018
---	------------

### District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	
DELAC review date	
Meeting minutes web address <small>Please enter the Web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a>). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.</small>	
DELAC comment  <small>If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)</small>	DELAC is not applicable since LEA is an independent charter school. The LEA has its own local governing board.

### Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	No
<b>Title III Immigrant</b>	No

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2018-19 Application for Funding

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

ESEA Sec. 3102 SACS 4201	
<b>Title IV, Part A (Student Support)</b>	No
ESSA Sec. 1112(b) SACS 4127	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2018-19 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2018-19 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**East Bay Innovation Academy****Education Protection Account Spending Plan**

Fiscal Year 2018-19

General Fund, Resource 1400

Description	Objects	Amount
<b>Expenditures and Other Financing Uses</b>		
Instruction: Teacher Salaries	1000-1999	\$107,160
Instruction-related Services: Classified Salaries	2000-2999	\$0
Benefits	3000-3999	\$0
Books and Supplies	4000-4999	\$0
Services and Other Operating Expenses	5000-5999	\$0
Capital Outlay	6000-6999	\$0
Other Financing Uses	7000-7999	\$0
<b>Total Expenditures and Other Financing Uses</b>		<b>\$107,160</b>
<b>Amount Available For This Fiscal Year</b>		
Adjusted Beginning Fund Balance	9791-9795	\$0
Revenue Limit Sources	8012	\$107,160
<b>Total Available</b>		<b>\$107,160</b>
<b>Balance</b>		<b>\$0</b>

\*Estimated EPA Spending based on revenues calculated from CDE's EPA Entitlement and FCMAT LCFF Calculator. Actual amount and expenses may be different than stated. Per Proposition 30, EPA funds may not be used for salaries or benefits of administrators or any other administrative costs.

## **RESOLUTION REGARDING THE EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district or charter school shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall



ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of East Bay Innovation Academy;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of East Bay Innovation Academy has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 13, 2018.

	Aye	Nay	Abstain	Absent
Rochelle Benning				
Ken Berrick				
Gary Borden				
Annie Campbell Washington				
Kelly Garcia				
Laurie Jacobson Jones				
Saamra Mekuria-Grillo				
Totals:				

\_\_\_\_\_  
Rochelle Benning, Board Chair

ATTEST:

\_\_\_\_\_  
[[ ]], Board Secretary

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

**Master Contract**

**2018-2019**



## Table of Contents

<b>AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS</b>	1
1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4
<b>ADMINISTRATION OF CONTRACT</b>	5
8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	7
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	10
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	11
<b>EDUCATIONAL PROGRAM</b>	11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)	11
22. GENERAL PROGRAM OF INSTRUCTION	12
23. INSTRUCTIONAL MINUTES	13
24. CLASS SIZE	13
25. CALENDARS	14
26. DATA REPORTING	14
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING	15
29. MANDATED ATTENDANCE AT LEA MEETINGS	15

30.	POSITIVE BEHAVIOR INTERVENTIONS.....	15
31.	STUDENT DISCIPLINE .....	17
32.	IEP TEAM MEETINGS .....	17
33.	SURROGATE PARENTS AND FOSTER YOUTH.....	18
34.	DUE PROCESS PROCEEDINGS .....	18
35.	COMPLAINT PROCEDURES.....	18
36.	STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS .....	18
37.	TRANSCRIPTS .....	19
38.	STUDENT CHANGE OF RESIDENCE.....	19
39.	WITHDRAWAL OF STUDENT FROM PROGRAM.....	20
40.	PARENT ACCESS.....	20
41.	SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT.....	20
42.	LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS .....	21
43.	STATE MEAL MANDATE .....	22
44.	MONITORING .....	22
	<b>PERSONNEL.....</b>	<b>22</b>
45.	CLEARANCE REQUIREMENTS .....	22
46.	STAFF QUALIFICATIONS.....	23
47.	VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....	24
48.	STAFF ABSENCE .....	24
49.	STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME .....	25
	<b>HEALTH AND SAFETY MANDATES.....</b>	<b>25</b>
50.	HEALTH AND SAFETY .....	25
51.	FACILITIES AND FACILITIES MODIFICATIONS.....	25
52.	ADMINISTRATION OF MEDICATION.....	26
53.	INCIDENT/ACCIDENT REPORTING .....	26
54.	CHILD ABUSE REPORTING.....	26
55.	SEXUAL HARASSMENT.....	26
56.	REPORTING OF MISSING CHILDREN .....	26
	<b>FINANCIAL.....</b>	<b>27</b>
57.	ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES .....	27

58.	RIGHT TO WITHHOLD PAYMENT .....	28
59.	PAYMENT FROM OUTSIDE AGENCIES.....	29
60.	PAYMENT FOR ABSENCES .....	29
61.	INSPECTION AND AUDIT.....	30
62.	RATE SCHEDULE.....	31
63.	DEBARMENT CERTIFICATION.....	31
<b>EXHIBIT A: 2018-2019 RATES .....</b>		<b>33</b>



**2018-2019**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY: East Bay Innovation Academy**  
**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1st, 2018, between **East Bay Innovation Academy**, hereinafter referred to as the local educational agency ("LEA"), a member of the **SELPA** and **EAST BAY FAMILY INSTITUTE** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or



before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California

Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR

shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the

appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone

logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

## **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

## **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

## **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

## **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such

changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### 14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

#### 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

##### PART I

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

##### Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:
- \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

CONTRACTOR shall not be entitled to any compensation for any special education and/or related services provided to any pupil for any period during which CONTRACTOR failed to fully comply with this Section 15.

**PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers'

Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.

- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

## 17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent,



master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided

by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or

when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

## 25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed \_\_\_\_\_ days, plus up to \_\_\_\_\_ extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## 26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress

reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit serious behavioral challenges must receive timely and

appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not BIP or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or

more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

*(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract unless otherwise agreed to in writing by the LEA.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect



the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

### **PERSONNEL**

#### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

#### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations

governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public-school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

#### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.



**52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## FINANCIAL

### 57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing

invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall

extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

## **60. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on

days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**East Bay Family Institute**  
**Nonpublic Agency**

**East Bay Innovation Academy**

By: \_\_\_\_\_  
 Signature Date

By: \_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Name and Title of Authorized Representative

\_\_\_\_\_  
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

**Dr. Lesleigh Franklin, Clinical Psychologist**

**Principal**

Name and Title

Name and Title

**Nonpublic School/Agency/Related Service Provider:**

**LEA:**

**East Bay Family Institute**

**East Bay Innovation Academy**

**Address:**

**Address:**

**411 30<sup>th</sup> Street, Suite 502**

**3400 Malcolm Ave**

**City: State: Zip:**  
**Oakland CA 94609**

**City: State: Zip:**  
**Oakland CA 94606**

**Phone: Fax:**  
**415-515-4281 510-842-1501**

**Phone: Fax:**  
**510-577-9557**

**Email:**  
**drlesleighfranklin@gmail.com**

**Additional LEA Notification  
 (Required if completed)**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City State Zip**

\_\_\_\_\_  
**Phone Fax**

**Email**

**EXHIBIT A: 2018-2019 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR 2018-2019

The CONTRACTOR: \_\_\_\_\_

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate:

1) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>Flat Rate</u>	_____
<u>Counseling and Guidance (515)</u>	<u>Flat Rate</u>	_____



<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	<u>Flat Rate</u>	_____
<u>Behavior Intervention Services (535)</u>	<u>Flat Rate</u>	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

### INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on \_\_\_\_\_ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_

\_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (M.I.)  
 Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 \_\_\_\_\_ (Residence) \_\_\_\_\_ (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
  2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
  3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
- A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: \_\_\_\_\_

**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS (A)** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Professional Development							

**ESTIMATED MAXIMUM RELATED SERVICES COST (C)** \$ \_\_\_\_\_

D. SPECIALIZED EQUIPMENT/SUPPLIES \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/ SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D)** \$ 100,000.00

4. Other Provisions/Attachments:  
Waives

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify) \_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-DISTRICT-

EAST BAY FAMILY INSTITUTE  
 \_\_\_\_\_  
 (Name of Nonpublic School/Agency)

EAST BAY INNOVATION ACADEMY  
 \_\_\_\_\_  
 (Name of School District)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Name and Title)

\_\_\_\_\_  
 (Name of Superintendent or Authorized Designee)



# East Bay Family Institute

411 30<sup>th</sup> St Suite 305  
Oakland, CA 94609  
Phone: 510-268-8544  
Fax: 510-842-1501  
E-Mail: [drlesleighfranklin@gmail.com](mailto:drlesleighfranklin@gmail.com)  
Web: [eastbayfamilyinstitute.com](http://eastbayfamilyinstitute.com)

June 12, 2018

Lansine Toure  
Dean of Culture  
East Bay Innovation Academy  
Oakland, CA 94605

Lansine;

The following contract will provide services for all SPED mental health services to include IEP's, ERHMS assessments, Initial and Triennial psycho-educational assessments and counseling services (to include treatment planning) for both the high school and middle school.



Lesleigh Franklin, PhD  
PSY 17471

## Model Youth Suicide Prevention Policy

### Introduction

California *Education Code (EC)* Section 215, as added by Assembly Bill 2246, (Chapter 642, Statutes of 2016) mandates that the Governing Board of any local educational agency (LEA) that serves pupils in grades seven to twelve, inclusive, adopt a policy on pupil suicide prevention, intervention, and postvention. The policy shall specifically address the needs of high-risk groups, including suicide awareness and prevention training for teachers, and ensure that a school employee acts within the authorization and scope of the employee's credential or license.

For more information on AB 2246 Pupil Suicide Prevention Policies, go to the California Legislative Information Web page at [https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=201520160AB2246](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2246).

For resources regarding youth suicide prevention, go to the State Superintendent of Public Instruction (SSPI) letter regarding Suicide Prevention Awareness Month on the California Department of Education (CDE) Web page at <http://www.cde.ca.gov/nr/el/le/yr16ltr0901.asp> and the Directing Change For Schools Web page at <http://www.directingchange.org/schools/>.

Additionally, the CDE encourages each LEA to work closely with their county behavioral health department to identify and access resources at the local level.

While the mandate does not apply to private schools or students below grade seven, we do encourage them to consider adopting a suicide prevention policy as a safety net for all students. This is particularly important since suicide is the second leading cause of death for youth ages fifteen to twenty-four. Students in earlier grades are also known to consider, attempt, and die by suicide—which is also a leading cause of death among ten to twelve-year-olds. Research demonstrates that suicidal ideation may start as early as preschool (however, suicide deaths are very rare among children nine years of age and younger). Although elementary and private schools are not legally required to adhere to AB 2246, they may want to consult with their legal staff about the advisability of adopting such a policy.

## **East Bay Innovation Academy Youth Suicide Prevention Policy**

The Governing Board of East Bay Innovation Academy recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.”

In an attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or Designee Devin Krugman shall develop strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

The Superintendent or Designee Devin Krugman shall develop and implement preventive strategies and intervention procedures that include the following:

### **Overall Strategic Plan for Suicide Prevention**

The Superintendent or Designee Devin Krugman shall involve school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local



health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating the district's strategies for suicide prevention and intervention. Districts must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the district shall appoint an individual (or team) to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Resources:

- The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide.

Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at <http://www.heardalliance.org/>.

## Prevention

### A. Messaging about Suicide Prevention

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, East Bay Innovation Academy along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

Resources:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at <http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/>
- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at <http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california-0>

- For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at <http://resource-center.yourvoicecounts.org/content/how-use-social-media>

## **B. Suicide Prevention Training and Education**

The East Bay Innovation Academy along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning [afterschool] staff).

### Training:

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training. Core components of the general suicide prevention training shall include:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
  - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;

- Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
- Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:
  - The impact of traumatic stress on emotional and mental health;
  - Common misconceptions about suicide;
  - School and community suicide prevention resources;
  - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
  - The factors associated with suicide (risk factors, warning signs, protective factors);
  - How to identify youth who may be at risk of suicide;
  - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on district guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines;
  - District-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
  - District-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
  - Responding after a suicide occurs (suicide postvention);
  - Resources regarding youth suicide prevention;
  - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;

- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.
- The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
  - Youth affected by suicide;
  - Youth with a history of suicide ideation or attempts;
  - Youth with disabilities, mental illness, or substance abuse disorders;
  - Lesbian, gay, bisexual, transgender, or questioning youth;
  - Youth experiencing homelessness or in out-of-home settings, such as foster care;
  - Youth who have suffered traumatic experiences.

#### Resources:

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at <https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/>
- Free YMHFA Training is available on the CDE Mental Health Web page at <http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp>
- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site at <http://www.qprinstitute.com/>
- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at <https://www.livingworks.net/programs/safetalk/>
- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that

will support their immediate safety. See the LivingWorks Web page at <https://www.livingworks.net/programs/asist/>

- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at <https://www.kognito.com/products/pk12/>

### **C. Employee Qualifications and Scope of Services**

Employees of the East Bay Innovation Academy and their partners must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

### **D. Specialized Staff Training (Assessment)**

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by East Bay Innovation Academy.

Resource:

- Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/training-events/amsr>

## **E. Parents, Guardians, and Caregivers Participation and Education**

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the East Bay Innovation Academy suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the East Bay Innovation Academy Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

### Resource:

- Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>

## **F. Student Participation and Education**

The East Bay Innovation Academy along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;

- Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures.
- The content of the education shall include:
  - Coping strategies for dealing with stress and trauma;
  - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
  - Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
  - Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The East Bay Innovation Academy will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on Campus High School Clubs).

#### Resources:

- More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at <https://afsp.org/our-work/education/more-than-sad/>
- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at <http://www.childrenshospital.org/breakfree>
- Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at <http://www.reconnectingyouth.com/programs/cast/>
- Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their

school's needs. See the SAVE Web page at <https://www.save.org/what-we-do/education/smart-schools-program-2/>

- Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at <https://www.save.org/what-we-do/education/leads-for-youth-program/>

## **Intervention, Assessment, Referral**

### **A. Staff**

Two East Bay Innovation Academy staff members who have received advanced training in suicide intervention shall be designated as the primary and secondary suicide prevention liaisons. Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

- Under normal circumstances, the primary and/or secondary contact persons shall notify the principal, another school administrator, school psychologist or school counselor, if different from the primary and secondary contact persons. The names, titles, and contact information of multi-disciplinary crisis team members shall be distributed to all students, staff, parents/guardians/caregivers and be prominently available on school and district Web sites.
- The principal, another school administrator, school counselor, school psychologist, social worker, or nurse shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary or secondary suicide prevention liaisons.
- Students experiencing suicidal ideation shall not be left unsupervised.



- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Superintendent or Designee shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.

## **B. Parents, Guardians, and Caregivers**

A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

## **C. Students**

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt.

## **D. Parental Notification and Involvement**

Each school within the East Bay Innovation Academy shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

- After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.
- If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Child Protective Services (CPS) to report neglect of the youth.

## **E. Action Plan for In-School Suicide Attempts**

If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around him/her is critical. The following steps should be implemented:

- Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;
- Move all other students out of the immediate area;
- Immediately contact the administrator or suicide prevention liaison;
- Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;
- If needed, provide medical first aid until a medical professional is available;
- Parents/guardians/caregivers should be contacted as soon as possible;
- Do not send the student away or leave them alone, even if they need to go to the restroom;
- Listen and prompt the student to talk;
- Review options and resources of people who can help;
- Be comfortable with moments of silence as you and the student will need time to process the situation;
- Provide comfort to the student;
- Promise privacy and help, and be respectful, but do not promise confidentiality;
- Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

## **F. Action Plan for Out-of-School Suicide Attempts**

If a suicide attempt by a student is outside of East Bay Innovation Academy property, it is crucial that the LEA protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Contact the parents/guardians/caregivers and offer support to the family;

- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.

### **G. Supporting Students after a Mental Health Crisis**

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

### **H. Re-Entry to School After a Suicide Attempt**

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an

important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resource:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at [http://www.mhrsonline.org/resources/suicide%5Cattempted\\_suicide\\_resources\\_for\\_schools-9/](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/)

## I. Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. Site administrators for the East Bay Innovation Academy shall ensure that each school site adopts an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

- Suicide Postvention Response Plan shall:
  - Identify a staff member to confirm death and cause (school site administrator);

- Identify a staff member to contact deceased's family (within 24 hours);
- Enact the Suicide Postvention Response Plan, include an initial meeting of the district/school Suicide Postvention Response Team;
- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
  - Notification (if not already conducted) to staff about suicide death;
  - Emotional support and resources available to staff;
  - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
  - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
  - Review of protocols for referring students for support/assessment;
  - Talking points for staff to notify students;
  - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
- Identify media spokesperson skilled to cover story without the use of explicit, graphic, or dramatic content (go to the Reporting on Suicide.Org Web site at [www.reportingonsuicide.org](http://www.reportingonsuicide.org)). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.

- Utilize and respond to social media outlets:
  - Identify what platforms students are using to respond to suicide death
  - Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
  - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
  - Support siblings, close friends, teachers, and/or students of deceased
  - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

#### Resources:

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/comprehensive-approach/postvention>
- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss>
- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at [http://www.mhrsonline.org/resources/suicide%5Cattempted\\_suicide\\_resources\\_for\\_schools-9/](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/)
- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at <http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp>
- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at <http://www.cde.ca.gov/nr/el/le/yr14ltr0212.asp>.

**Note:** This model policy is considered exemplary and is not prescriptive, per *EC* Section 33308.5:

- (a) Program guidelines issued by the State Department of Education shall be designed to serve as a model or example, and shall not be prescriptive. Program guidelines issued by the department shall include written notification that the guidelines are merely exemplary, and that compliance with the guidelines is not mandatory.
- (b) The Superintendent of Public Instruction shall review all program guidelines prepared by the State Department of Education prior to issuance to local education agencies. The superintendent shall approve the proposed guidelines only if he or she determines that all of the following conditions are met:
  - (1) The guidelines are necessary.
  - (2) The department has the authority to issue the guidelines.
  - (3) The guidelines are clear and appropriately referenced to, and consistent with, existing statutes and regulations.

# charterSAFE

## 2018-2019 Membership Proposal

*Prepared for:*

**East Bay Innovation Academy**

*Coverage Effective:*

July 01, 2018 at 12:01 AM - July 01, 2019 at 12:01 AM

California Charter Schools Joint Powers Authority  
P.O. Box 969, Weimar, CA 95736  
Phone: 888.901.0004 Fax: 530.236.9569  
[www.chartersafe.org](http://www.chartersafe.org)

Issued: May 30, 2018 at 9:33 am

**DISCLOSURE:** This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.



Dear Michelle,

CharterSAFE is pleased to present your membership proposal for the 2018-2019 year. Your membership includes the following:

Insurance Policy	HR Consulting	Student Activities	Compliance Consulting	Employee Safety	Transportation Consulting
Site Inspection	Compliance Posters	Contract Review	Safety Training	Mandatory Staff Training	Claims

For a more detailed listing of our member services, please contact our Risk Management team at 818-394-6559 or email Carly Weston at [cweston@chartersafe.org](mailto:cweston@chartersafe.org).

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- VII or higher.

We have updated our website so that all claims can now be filed online!

**2018-2019 UPDATE FOR CLAIMS FILING:**

- Go to [www.chartersafe.org](http://www.chartersafe.org) and log in.
- If you need to reset your credentials, please reach out to your CharterSAFE Representative: Egan Yu at [eyu@chartersafe.org](mailto:eyu@chartersafe.org).
- Hover over the "Claims" tab. You can either have our website walk you through how to file a claim or, if you are experienced, go directly to the correct online claims form to file a claim.

NOTE: PLEASE DELETE ANY BOOKMARKED WEBPAGES YOU HAD ON THE CHARTERSAFE WEBSITE. Those bookmarks correspond to our old website and will no longer work. Please access these pages from the new CharterSAFE website and bookmark these new pages.

**REQUIRED SIGNATURES:**

To bind coverage, you must sign and complete the following:

1. The proposal acceptance at the end of the "Member Contribution Summary" page
2. Cyber Application, if not yet completed

We look forward to working with you in the 2018-2019 year!

Thank you,

The CharterSAFE Team

## MEMBER CONTRIBUTION SUMMARY

### East Bay Innovation Academy

Coverage Effective: July 01, 2018 at 12:01 AM - July 01, 2019 at 12:01 AM

The CharterSAFE Insurance Program includes the following coverages:

<b>Liability &amp; Property Package Member Contribution</b>	<b>\$38,102</b>
<p><b>Core Liability Program</b></p> <ul style="list-style-type: none"> <li>• Directors &amp; Officers Liability</li> <li>• Employment Practices Liability</li> <li>• Fiduciary Liability</li> <li>• General Liability</li> <li>• Employee Benefits Liability</li> <li>• Educator's Legal Liability</li> <li>• Sexual Abuse Liability</li> <li>• Law Enforcement Liability</li> <li>• Automobile Liability &amp; Physical Damage</li> </ul>	<p><b>Crime</b></p> <p><b>Property</b></p> <p><b>Additional Program Coverages</b></p> <ul style="list-style-type: none"> <li>• Pollution Liability and First Party Remediation</li> <li>• Terrorism Liability and Property</li> <li>• Student &amp; Volunteer Accident</li> <li>• Cyber Liability</li> </ul>
<b>Workers' Compensation &amp; Employer's Liability Member Contribution</b>	<b>\$39,437</b>
<b>Total Member Contribution</b>	<b>\$77,539</b>

Choose One Payment Option

- Payment in Full \$77,539**
- Installment Plan**
  - Deposit (25%) - Due Now - \$19,385
  - 9 Monthly Installments - \$6,462

\*You are currently enrolled in the CharterSAFE ACH program and will automatically continue with ACH unless otherwise indicated to Pilar Archer (parcher@chartersafe.org) in writing.

Invoices shall become delinquent thirty (30) calendar days from installment due date. Insurance policies are subject to cancellation for any invoice over ninety (90) days past due.

#### Proposal Acceptance:

By signing below, I, representing the named member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**DISCLOSURE:** This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

## EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

Location Address(es)	Students	Employees	Payroll
East Bay Innovation Academy 3400 Malcolm Avenue Oakland, CA 94605	360	30	\$2,000,000.00
East Bay Innovation Academy 3800 Mountain Blvd. Oakland, CA 94619	230	18	\$1,200,000.00
<b>Total:</b>	<b>590</b>	<b>48</b>	<b>\$3,200,000.00</b>

## Continuity and Retroactive Dates

**Directors & Officers Liability Continuity Date:** 4/11/14

**Employment Practices Liability Continuity Date:** 4/11/14

**Fiduciary Liability Continuity Date:** 4/11/14

## Vehicles

None scheduled.

## Mailing Address

3400 Malcolm Avenue  
Oakland, CA94605

## Locations

	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
East Bay Innovation Academy 3400 Malcolm Avenue Oakland, CA 94605	\$0	\$375,000	\$375,000	\$750,000
East Bay Innovation Academy 3800 Mountain Blvd. Oakland, CA 94619	\$0	\$10,000	\$50,000	\$60,000
<b>Total:</b>	<b>\$0</b>	<b>\$385,000</b>	<b>\$425,000</b>	<b>\$810,000</b>

## CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: \$30,000,000 Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

### Directors and Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
<b>Directors and Officers and Company Liability</b>	\$2,000,000 per <b>claim</b> and member aggregate	\$5,000 per <b>claim</b>
<b>Employment Practices Liability</b>	\$2,000,000 per <b>claim</b> and member aggregate	\$7,500 per <b>claim</b>
<b>Fiduciary Liability</b>	\$1,000,000 per <b>claim</b> and member aggregate	\$0

**Reporting:** Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

### General Liability

Coverages	Limits	Deductibles
<b>Bodily Injury Property Damage</b>	\$2,000,000 per occurrence	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
<b>Medical Payments</b>	\$10,000 per person \$50,000 per occurrence	\$0
<b>Products and Completed Operations</b>	\$2,000,000 per occurrence	\$0
*A list of <i>High-Risk Activities</i> is available at <a href="http://www.chartersafe.org">www.chartersafe.org</a> or you may contact Carly Weston ( <a href="mailto:cweston@chartersafe.org">cweston@chartersafe.org</a> / 818-709-1570) of CharterSAFE's Risk Management team. The above coverages do not have aggregates.		

### Employee Benefits Liability

Coverages	Limits	Deductibles
<b>Employee Benefits Liability</b>	\$2,000,000 per occurrence	\$0
The above coverage does not have aggregates.		

### Educator's Legal Liability

Coverages	Limits	Deductibles
<b>Educator's Legal Liability</b>	\$2,000,000 per occurrence	\$2,500 per occurrence
<b>IEP (Individualized Education Program) Defense Sublimit</b>	\$50,000 per occurrence and aggregate sublimit	\$7,500 per occurrence
The above coverage does not have aggregates		

## Sexual Abuse Liability

Coverages	Limits	Deductibles
<b>Sexual Abuse Liability</b>	\$2,000,000 per occurrence	\$0
The above coverage does not have aggregates.		

## Law Enforcement Activities Liability

Coverages	Limits	Deductibles
<b>Law Enforcement Activities Liability</b>	\$2,000,000 per occurrence	\$0
The above coverage does not have aggregates.		

## Automobile

Coverages	Limits	Deductibles
<b>Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos</b>	\$2,000,000 per occurrence	\$0
<b>Auto Physical Damage*</b>	\$1,000,000 per occurrence	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles. The above coverages do not have aggregates.		

## Excess Reinsurance

Coverages	Limits	Deductibles
<b>Excess over underlying:</b> <ul style="list-style-type: none"> <li>• General Liability</li> <li>• Auto Liability</li> <li>• Sexual Abuse Liability</li> <li>• Educator's Legal Liability</li> <li>• Employee Benefits Liability</li> <li>• Law Enforcement Activities Liability</li> <li>• Directors and Officers Liability</li> <li>• Employment Practices Liability</li> </ul>	\$28,000,000 per occurrence/claim and aggregate  Please note that the total core liability & property package limit of \$30M includes this limit in excess of the \$2M limits above.	Follows underlying coverages listed above.

### Optional Excess Limits:

Optional excess liability limits above the provided \$30,000,000 is available. If interested, contact:

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc  
 18201 Von Karman Avenue, Suite #200  
 Irvine, CA 92612

Audra Powers  
 Client Services Executive  
[Audra\\_Powers@ajg.com](mailto:Audra_Powers@ajg.com)  
 949-349-9840

## CRIME

Coverages	Limits	Deductibles
<b>Money and Securities</b>	\$1,000,000 per occurrence	\$500 per occurrence
<b>Forgery or Alteration</b>	\$1,000,000 per occurrence	\$500 per occurrence
<b>Employee Dishonesty</b>	\$1,000,000 per occurrence	\$500 per occurrence
The above coverage does not have aggregates.		

## PROPERTY

**Perils Include:** Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

**Valuation:** Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section above

Coverages	Limits	Deductibles
<b>Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$150,000,000 per occurrence.  See "Exposures & Locations" section above for scheduled limits.	\$1,000 per occurrence
<b>Boiler &amp; Machinery / Equipment Breakdown</b>	As scheduled with CharterSAFE subject to the maximum limit of \$150,000,000 per occurrence.  See "Exposures & Locations" section above for scheduled limits.	\$1,000 per occurrence
<b>Business Interruption</b>	\$10,000,000 per occurrence	\$1,000 per occurrence
<b>Extra Expense</b>	\$10,000,000 per occurrence	\$1,000 per occurrence

**PLEASE NOTE:**

If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact Whitney Delano ([wdelano@chartersafe.org](mailto:wdelano@chartersafe.org)/ 916-880-3465). CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact Audra Powers ([audra\\_powers@ajq.com](mailto:audra_powers@ajq.com)/ 949-349-9840).



## ADDITIONAL PROGRAM COVERAGES

### Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
<b>Pollution Liability and First Party Remediation</b>	\$1,000,000 per pollution condition or indoor environmental condition \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence

**Reporting:** Claim must be reported to CharterSAFE within 60 days after policy expiration.  
Coverage is provided on a claims-made basis.

### Terrorism Liability

Coverages	Limits	Deductibles
<b>Terrorism Liability</b>	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

**Reporting:** Claim must be reported to CharterSAFE within 60 days after policy expiration.  
Coverage is provided on a claims-made basis.

### Terrorism Property

Coverages	Limits	Deductibles
<b>Terrorism Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section above for schedule limits.	\$1,000 per occurrence

## Student and Volunteer Accident

Coverages	Limits	Deductibles
<b>Student Accident</b>	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
<b>Volunteer Accident</b>	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
*A list of <i>High-Risk Activities</i> is available at <a href="http://www.chartersafe.org">www.chartersafe.org</a> or you may contact Carly Weston ( <a href="mailto:cweston@chartersafe.org">cweston@chartersafe.org</a> / 818-709-1570) of CharterSAFE's Risk Management team.		

**Terms & Conditions:**

- Coverage is provided on an Excess Basis, but would become primary should the student not have health insurance.
- Claim submission deadline: 90 days after the Covered Accident.

**Optional Catastrophic Student Accident Coverage:**

If interested in obtaining higher limits with or without sports included, please contact:

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc  
18201 Von Karman Avenue, Suite #200  
Irvine, CA 92612

**Audra Powers**  
Client Services Executive  
[Audra\\_Powers@ajg.com](mailto:Audra_Powers@ajg.com)  
949-349-9840

## Cyber Liability

Coverages	Limits	Deductibles
<b>Cyber Liability</b>	\$1,000,000 per <b>claim</b> \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$2,500 per <b>claim</b>

**Coverage Includes:**

- Privacy Notification Costs
- Regulatory Fines and Claim Expenses for Privacy Liability
- Extortion Damages for Extortion Threat
- Crisis Management Expenses
- Business Interruption

**Reporting:**

Claim must be reported within 60 days after policy expiration.  
Coverage is on a claims-made basis.

**Requirement for Coverage to be in effect:**

Completed cyber application.

## WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

Coverages	Limits	Deductibles
<b>Workers' Compensation</b>	Statutory	\$0
<b>Employer's Liability for Bodily Injury</b>	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

**Auditable:**

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

Disproportionality Data for Indicator 9 and 10 for East Bay Innovation Academy School District  
2017–2018

CDS Code	0129932	Special Education Local Plan Area	El Dorado County Charter (0951)
----------	---------	-----------------------------------	---------------------------------

**Indicator 9–Disproportionality Overall:** Percent of racial and ethnic disproportionality among students ages six through twenty-two which may be due to policies, procedures, or practices.

	American Indian	Asian	African American	Hispanic	Multiple Ethnicities	Pacific Islander	White
Students with Disabilities	0	2	16	25	12	1	18
General Education	2	30	91	149	77	5	143
Risk Ratio (Max 3)	NC	0.00	1.23	1.19	1.06	NC	0.80
Disproportionate?	No	No	No	No	No	No	No

**Indicator 10–Disproportionality Disability:** Percent of racial and ethnic disproportionality by disability among students ages six through twenty-two which may be due to policies, procedures, or practices.

<b>Autism</b>	American Indian	Asian	African American	Hispanic	Multiple Ethnicities	Pacific Islander	White
Students with Disabilities	0	1	0	2	1	0	2
Risk Ratio (Max 3)	NC	NC	NC	0.00	NC	NC	0.00
Disproportionate?	No	No	No	No	No	No	No

<b>Emotional Disturbance</b>	American Indian	Asian	African American	Hispanic	Multiple Ethnicities	Pacific Islander	White
Students with Disabilities	0	0	0	2	4	0	1
Risk Ratio (Max 3)	NC	NC	NC	0.00	0.00	NC	NC
Disproportionate?	No	No	No	No	No	No	No

<b>Intellectual Disabilities</b>	American Indian	Asian	African American	Hispanic	Multiple Ethnicities	Pacific Islander	White
Students with Disabilities	0	0	0	0	0	0	0
Risk Ratio (Max 3)	NC	NC	NC	NC	NC	NC	NC
Disproportionate?	No	No	No	No	No	No	No

<b>Other Health Impairments</b>	American Indian	Asian	African American	Hispanic	Multiple Ethnicities	Pacific Islander	White
Students with Disabilities	0	1	2	5	1	0	9
Risk Ratio (Max 3)	NC	NC	0.00	1.94	NC	NC	4.89
Disproportionate?	No	No	No	No	No	No	Yes

<b>Specific Learning Disability</b>	American Indian	Asian	African American	Hispanic	Multiple Ethnicities	Pacific Islander	White
Students with Disabilities	0	0	10	13	6	0	5
Risk Ratio (Max 3)	NC	NC	1.86	1.45	1.61	NC	0.69
Disproportionate?	No	No	No	No	No	No	No

<b>Speech or Language Impairment</b>	American Indian	Asian	African American	Hispanic	Multiple Ethnicities	Pacific Islander	White
Students with Disabilities	0	0	3	3	0	0	0
Risk Ratio (Max 3)	NC	NC	0.00	0.00	NC	NC	NC
Disproportionate?	No	No	No	No	No	No	No

## Check Register



East Bay Innovation Academy  
May 2018

Grand Total 191,467.80

Vendor	Check Number	Void	Date	Description	Check Amount
Lisa A. Salomon	M1277		5/1/2018	M1277; Consulting - 4/16/18 installment	3,000.00
Silk Screen Savages	M1278		5/2/2018	M1278; Silk Screen Savages - Spring Fest Hats & Beanies	1,180.00
American Council of Teachers Inc.	5315		5/7/2018	Svc: Week: 04/30 - 05/03/18	193.00
Lauren Combs	5316		5/7/2018	Reimb: CTEZ Assesment and instruction, Culture Inclusion & Language of Lang Development	382.83
Edtec	5317		5/7/2018	Monthly Srvcs: April 2018	7,000.00
Peter Leahey	5318		5/7/2018	Reimb: Garden/Flower Supplies & Plants	115.83
Office Depot	5319		5/7/2018	Acct# 16610744; Office Supplies	314.35
Revolution Foods, Inc.	5320		5/7/2018	Cust# C001339; Food Service: March 2018	5,338.14
STARLINE SUPPLY COMPANY	5321		5/7/2018	Cust# 0001249; Janitorial Supplies	1,865.00
Swing Education	5322		5/7/2018	Substitute Svcs: 04/09 - 04/13/18	1,100.00
Teachers on Reserve	5323		5/7/2018	Cust: EASTB0001; Substitute Svc: 04/13/18	1,083.32
Waste Management	5324		5/7/2018	Cust# 15-00043-73002; Waste Svc: May '18	1,294.56
Wells Fargo	5325		5/7/2018	CC Account 7301 - closing date: 04/13/18	150.00
Wells Fargo	DB051418		5/14/2018	DB051418; Online pymt - acct 2030	4,168.93
Wells Fargo	DB051418A		5/14/2018	DB051418A; Online pymt - acct 2022	453.88
AT&T	5326		5/15/2018	BAN# 9391062435; Monthly Svc : 02/13 - 03/12/18	671.83
Katie Binder	5327		5/15/2018	Reimb: Spring Fest Supplies	697.11
Copower	5328		5/15/2018	ID# 902360; Premium: June 2018	2,496.51
Kaiser Foundation Health Plan	5329		5/15/2018	CustID: 000709549-0000; Billing# 681343504; Insurance Premium: June 2018+ Retroactive Dues	22,226.46
Law Offices of Young, Minney & Corr, LLP	5330		5/15/2018	Professional Svcs through 04/30/18	9,369.61
Marlin Business Bank	5331		5/15/2018	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment: Cres Cor Cook n Hold Oven & Insurance Fee	477.67
Lisa A. Salomon	5332		5/15/2018	First Payment	3,000.00
Seneca Family of Agencies	5333		5/15/2018	Svc: Behavior Intervention - Implementation Feb '18	33,948.23
Sergio's Janitorial & Yard Services	5334		5/15/2018	Cleaning Srvcs	6,300.00
Teachers on Reserve	5335		5/15/2018	Cust: EASTB0001; Substitute Svcs: 04/20/18	1,463.47
Lansine Toure	5336		5/15/2018	Reimb: Pizza & Mileage	196.02

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.  
Payroll checks are not included on this register.

Vendor	Check Number	Void	Date	Description	Check Amount
American Council of Teachers Inc.	5337		5/22/2018	Svc: Week: 05/07 - 05/10/18	337.75
AT&T	5338		5/22/2018	Monthly Svc : 03/13 - 04/12/18	675.27
BambooHR	5339		5/22/2018	Professional Monthly Plan: 05/16 - 06/15/18	236.00
Document Tracking Services	5340		5/22/2018	Document Tracking Svcs': 05/15/18 - 05/15/19	395.00
Ankie Edgar	5341		5/22/2018	Reimb: Graduation Decor/Balloons	81.83
				Tuition, Transportation & MH Family/Grup/Individual	
Esther B. Clark School at CHC	5342		5/22/2018	Therapy	10,000.00
Francesca Fay	5343		5/22/2018	Reimb: Capstone Supplies	166.03
Law Offices of Young, Minney & Corr, LLP	5344		5/22/2018	Professional Svcs through 04/30/18	1,438.77
				Psychological/Assessments w/ Academic Testing:	
Lesleigh Franklin, PhD	5345		5/22/2018	April 2018	11,363.13
OUSD Buildings & Grounds	5346		5/22/2018	Two Keys for room at Marshall Campus	31,443.02
PG&E	5347		5/22/2018	Acct#4052865603-2; Gas & Elec Svcs	3,310.38
Ready Refresh	5348		5/22/2018	Acct# 0035832435; Office Supplies	33.90
Red Tomatoes Org	5349		5/22/2018	Svcs': Travel & Set up fees	75.00
RingCentral Inc.	5350		5/22/2018	Cust# 1184099019; Phone Svcs': 05/01 - 05/31/18	1,099.43
Swing Education	5351		5/22/2018	Substitute Svcs: 04/16 - 04/20/18	800.00
Teachers on Reserve	5352		5/22/2018	Cust: EASTB0001; Substitute Svcs: 04/27/18	3,107.04
				Tuition Expenses, Counselling and Guidance Therapy:	
The Phillips Academy	5353		5/22/2018	April '18 for E. Sanderson	4,027.50
Golden Gate Academy	5354		5/24/2018	Monthly Rent: June 2018	14,391.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.  
Payroll checks are not included on this register.



## Credit Card Register

East Bay Innovation  
Academy  
May 2018

Grand Total 8,055.86

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2022	Thunder Data Systems	5/23/2018	04/26 - Thunder Data Systems	39.00
9515-2022	Catsone.com	5/23/2018	05/08 - Catsone.com	249.90
9515-2030	Amazon Mktplace Pmts	5/23/2018	04/26 - Amazon Mktplace Pmts - Sharpie chisel tip	5.09
9515-2030	Amazon Mktplace Pmts	5/23/2018	04/26 - Amazon Mktplace Pmts - Original amount	
9515-2030	Amazon Mktplace Pmts	5/23/2018	\$62.53, breaking out office supplies from Quest	62.53
9515-2030	Amazon.com	5/23/2018	04/27 - Amazon.com - Dry erase 36-pack	34.14
9515-2030	Specialty's Cafe & Bakery	5/23/2018	04/28 - Specialty's Cafe & Bakery - Lunch for staff meeting with CS candidate	147.59
9515-2030	Amazon Mktplace Pmts	5/23/2018	04/29 - Amazon Mktplace Pmts - travel chess	40.40
9515-2030	Amazon Mktplace Pmts	5/23/2018	04/29 - Amazon Mktplace Pmts - jump ropes	36.86
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/02 - Amazon Mktplace Pmts - Headphones	119.95
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/03 - Amazon Mktplace Pmts - Headphones	61.14
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/03 - Amazon Mktplace Pmts - original amount	
9515-2030	Amazon Mktplace Pmts	5/23/2018	#223.16--office supplies & Quest ball bag	223.16
9515-2030	West Coast Sporting Goods	5/23/2018	05/03 - West Coast Sporting Goods	142.68
9515-2030	Jumbula	5/23/2018	05/05 - Jumbula - sign up online software	40.00
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/05 - Amazon Mktplace Pmts - kleenex	62.86
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/05 - Amazon Mktplace Pmts - painters tape, batteries, sharpies, pencils	43.19
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/06 - Amazon Mktplace Pmts - sharpies	5.99
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/07 - Amazon Mktplace Pmts - cable ties, labels, duct tape, ethernet	46.59
9515-2030	DROPBOX	5/23/2018	05/08 - Dropbox - Devin monthly subscription	9.99
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/08 - Amazon Mktplace Pmts - band aids	25.04
9515-2030	Safeway	5/23/2018	05/09 - Safeway - Teacher appreciation week, candy	24.00
9515-2030	CVS Pharmacy	5/23/2018	05/09 - CVS Pharmacy - Teacher appreciation week, candy	18.00
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/10 - Amazon Mktplace Pmts - anti-perspirant	13.13
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/10 - Amazon Mktplace Pmts - band aids	28.30
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/10 - Amazon Mktplace Pmts - student file folders, labels, pencils	305.32



Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/10 - Amazon Mktplace Pmts - labels	21.13
9515-2030	Amazon.com	5/23/2018	05/11 - Amazon.com - correction fluid	14.22
9515-2030	Amazon.com	5/23/2018	05/11 - Amazon.com - student file folders, labels	68.47
9515-EBIA	Amazon Mktplace Pmts	5/23/2018		0.00
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/11 - Amazon Mktplace Pmts - dry erase supply	36.99
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/11 - Amazon Mktplace Pmts - huge re-order of all kinds of supplies	497.26
9515-2030	SQ *Burnt Ends BBQ	5/23/2018	05/14 - SQ *Burnt Ends BBQ - BBQ truck for Innovation Celebration	600.00
9515-2030	TalentSmart	5/23/2018	05/14 - TalentSmart - Terrizzi 360 review	299.95
9515-2030	Gagnons Party Rentals	5/23/2018	05/15 - Gagnons Party Rentals - rentals for Innovation Celebration	1,520.25
9515-2030	TaskRabbit, Inc	5/23/2018	05/15 - TaskRabbit, Inc - delivery of donated furniture	314.68
9515-2030	Amazon.com	5/23/2018	05/16 - Amazon.com - student files	360.49
9515-2030	Amazon.com	5/23/2018	05/17 - Amazon.com - post it notes and packing tape	33.98
9515-2030	Lock Paper Scissors	5/23/2018	05/17 - Lock Paper Scissors - Escape Room kit	19.99
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/17 - Amazon Mktplace Pmts - pens	5.69
9515-2030	Amazon.com	5/23/2018	05/18 - Amazon.com - kleenex	48.53
9515-2030	Amazon.com	5/23/2018	05/19 - Amazon.com - 24 tri-fold displays	96.58
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/19 - Amazon Mktplace Pmts - plates	26.23
9515-2030	DROPBOX	5/23/2018	05/19 - Dropbox - one year subscription	99.00
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/20 - Amazon Mktplace Pmts - utility knives and grid paper	50.34
9515-2030	Amazon Mktplace Pmts	5/23/2018	05/20 - Amazon Mktplace Pmts - original amount \$196.17; office supplies & water balloons and bucket	196.17
9515-2030	Treering Yearbooks	5/23/2018	05/20 - Treering Yearbooks - yearbooks	26.39
9515-2030	Treering Yearbooks	5/23/2018	05/20 - Treering Yearbooks - yearbooks	54.91
9515-2030	Treering Yearbooks	5/23/2018	05/20 - Treering Yearbooks - yearbooks	220.02
9515-2030	Treering Yearbooks	5/23/2018	05/22 - Treering Yearbooks - yearbooks	54.91
9515-2030	Treering Yearbooks	5/23/2018	05/22 - Treering Yearbooks - yearbooks	4.66
9515-2030	Treering Yearbooks	5/23/2018	05/22 - Treering Yearbooks - yearbooks	1,600.17

**TENTATIVE AGREEMENT**

**EBIA/ETA**

**April 24, 2018**

**ARTICLE 10 – BENEFITS**

EBIA shall make available to full-time unit members full health and welfare benefits coverage in accordance with the applicable plan(s) as set forth in **Appendix B**. Eligibility for and duration of health and welfare benefits shall be in accordance with the applicable health benefits plan(s) and applicable law. For full-time unit members continuing in employment year-to-year, ~~or~~ teaching summer school, or who provide notice by May 15 of their intent to not return for the following school year consistent with Article 15.2.1, health and welfare benefits coverage extends through the summer break. However, absent extenuating circumstances as determined by EBIA, a unit member who resigns between May 16 and September 1 will be required to reimburse EBIA for the health and welfare benefits premiums paid during the summer break.

Unit members may pay for health and welfare benefits coverage with pre-tax contributions.

Unit members who can provide written proof of alternate health and welfare benefits coverage as required by applicable law through their spouse/registered domestic partner shall receive a “cash in lieu of benefits” stipend of \$3,000 annually in exchange for declining EBIA coverage.

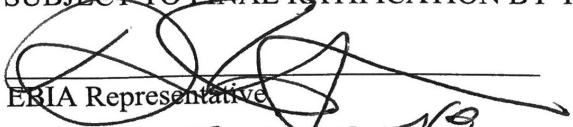
At least once annually, prior to the open enrollment period, EBIA will schedule a staff-wide presentation by the insurance provider to provide information and answer questions about plan options, costs and benefits.

Health benefits shall go into effect no later than the first contractual work day for all bargaining unit members.

EBIA shall make available a 403(b) plan.

EBIA shall provide retirement benefits through CalSTRS, subject to applicable law.<sup>1</sup>

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
EBIA Representative

Date: 5-3-2018

  
ETA Representative

Date: 5-2-2018

## ARTICLE 8 – LAYOFFS AND REEMPLOYMENT

### 8.1 Layoffs

Layoffs may occur due to programmatic needs, declining enrollment or a reduction in funds. Notice of layoff for the subsequent year will be sent to employees by May 15. For layoffs occurring during the school year, unit members will receive thirty (30) day notice of lay-off and a two (2) week severance payment. This benefit does not apply to employees provided with a lay-off notice by May 15 for the following school year.

If layoffs take place the following criteria shall be considered:

- Legal requirements and qualifications
- Performance evaluations
- Expertise and relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at EBIA shall be the determining factor.

The decision of the Executive Director is final and not subject to the grievance procedure.

### 8.2 Reemployment

Unit members may be reemployed to a subject area/program for which they hold certification in reverse order of layoff when a vacancy occurs for up to six (6) months from the day of layoff. In the event a unit member on the reemployment list refuses an employment offer twice, they will be removed from the list.

Each unit member on the reemployment list shall be required to provide EBIA in writing with a current address to which a letter of reemployment may be sent.

If a reemployment opportunity exists, EBIA shall mail such a letter to the unit member, certified mail, return receipt requested.

A unit member offered a reemployment opportunity must notify EBIA in writing of their decision within five (5) days of receipt of EBIA's offer.

## Check Register



East Bay Innovation Academy  
April 2018

Grand Total 208,124.07

Vendor	Check Number	Void	Date	Description	Check Amount
Matt Irvin	5260		4/2/2018	Intersession: February '18	1,300.00
American Council of Teachers Inc.	5261		4/2/2018	Svc: Week: 03/26 - 03/29/18	144.25
OUSD Buildings & Grounds	5262		4/2/2018	2017/18 Facility Use Fee	31,393.02
Office Depot	5263		4/2/2018	Acct# 16610744; Office Supplies	244.62
Swing Education	5264		4/2/2018	Substitute Svcs: 02/26 - 03/02/18	1,000.00
Teachers on Reserve	5265		4/2/2018	Cust: EASTB0001; Substitute Svc: 03/16/18	867.02
Lansine Toure	5266		4/2/2018	Reimb: Food for Afterschool Cooking & Soccer Balls Acct# 30 050552 0001; Insurance Premium: April	152.97
Vision Service Plan - (CA)	5267		4/2/2018	2018	410.86
Waste Management of Alameda County	5268		4/2/2018	Cust# 00513-38904; Waste Svc: Mar 2018	152.26
Charter Safe	DB040618		4/6/2018	DB040618; CA Charter School JPA-Inv 24041	5,350.00
Kaiser Foundation Health Plan	5269		4/9/2018	Cust ID: 000709549-0000; Billing# 681343504; Insurance Premium: May 2018	21,061.86
Marlin Business Bank	5270		4/9/2018	Acct# 1480401; Contract# 401-1480401-001/002; Contract Payment: Cres Cor Cook n Hold Oven & Insurance Fee	477.67
Studio One Arts Center	5271		4/9/2018	Receipt# 1048616.029; Studio One Activity Fee	1,750.00
Swing Education	5272		4/9/2018	Substitute Svcs: 03/07 - 03/09/18	500.00
Teachers on Reserve	5273		4/9/2018	Cust: EASTB0003; Substitute Svc: 03/23/18 Tuition Expenses & Counselling and Guidance	241.06
The Phillips Academy	5274		4/9/2018	Therapy: Feb '18 for E. Sanderson	3,510.00
Comcast	5275	Voided	4/10/2018	Account: 930911022; Early Termination Fee	0.00
Comcast		Voided	4/10/2018	Account: 930911022; Early Termination Fee	0.00
Wells Fargo	DB041218		4/12/2018	DB041218; Online pymt - acct 2030	5,631.09
Wells Fargo	DB041218A		4/12/2018	DB041218A; Online pymt - acct 2022	681.48
American Council of Teachers Inc.	5276		4/13/2018	Svc: Week: 04/09 - 04/12/18	193.00
CFI	5277		4/13/2018	HP 4345 Toner Cartridge	131.10
Copower	5278		4/13/2018	ID# 902360; Premium: May 2018	2,496.51
EdTec	5279		4/13/2018	Monthly Svcs: March 2018	7,000.00
Play-Well TEKnologies	5280		4/13/2018	Reimb: LiveScan for Intersession vendor	52.00
Revolution Foods, Inc.	5281		4/13/2018	Cust# C001339; Food Service: Feb '18	5,121.45
STARLINE SUPPLY COMPANY	5282		4/13/2018	Cust# 0001249; Janitorial Supplies	357.62

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.  
Payroll checks are not included on this register.

Vendor	Check Number	Void	Date	Description	Check Amount
COMMISSION ON TEACHER CREDENTIALING	5283		4/18/2018	Short Term Staffing Permit: Nate Goodman, Teacher	100.00
COMMISSION ON TEACHER CREDENTIALING	5284		4/18/2018	Waiver Request: Tiara Patterson, Teacher Program Oversight, Classroom time & Admin	100.00
ARC Oakland	5285		4/18/2018	Support: 10/15 - 11/14/17	1,328.50
Kim Frankel	5286		4/18/2018	Reimb: Game for Class	40.08
Golden Gate Academy	5287		4/24/2018	Monthly Rent: May 2018	14,391.00
Bloomerang	DB042418		4/24/2018	DB042418; Bloomerang	297.00
American Council of Teachers Inc.	5288		4/25/2018	Svc: Week: 04/15 - 04/18/18	193.00
BambooHR	5289		4/25/2018	Professional Monthly Plan: 04/16 - 05/15/18	250.00
East Bay Speech Pathology, Inc.	5290		4/25/2018	Teach Speech Hours: March '18	7,601.75
Elite Translingo	5291		4/25/2018	PO# 3406 & 3407; Spanish Translation Svcs Tuition, Transportation & MH Family/Grup/Individual	126.00
Esther B. Clark School at CHC	5292		4/25/2018	Therapy	13,600.59
Law Offices of Young, Minney & Corr, LLP	5293		4/25/2018	Legal Svcs through: 03/31/18	3,486.52
PG&E	5294		4/25/2018	Acct#4052865603-2; Gas & Elec Svcs: due 04/27/18 Acct# 0035832427; Water for Malcolm Campus - due:	3,497.47
Ready Refresh	5295		4/25/2018	04/28/18	33.90
Ready Refresh	5296		4/25/2018	Acct# 0035832435; Water for Mtn Campus - due: 04/28/18	33.90
RingCentral Inc.	5297		4/25/2018	Cust# 1184099019; Phone Svcs Upper school: April 2018	1,099.43
San Joaquin County Office of Education	5298		4/25/2018	Acct# 01-0000-0-8689-500-5026; EDJOIN Account Fees 1Yr Term	750.00
SchoolMint, Inc	5299		4/25/2018	SchoolMint Annual License	3,000.00
Sergio's Janitorial & Yard Services	5300		4/25/2018	Cleaning Svcs Cust# NH5980; Health & Nursing, Individual	6,300.00
Solacium New Haven, LLC	5301		4/25/2018	Counseling, Room & Education	8,625.00
Swing Education	5302		4/25/2018	Substitute Svcs: 03/26 - 03/29/18	1,000.00
Teachers on Reserve	5303		4/25/2018	Cust: EASTB0003; Substitute Svcs Tution Expenses, Counselling and Guidance Therapy:	680.51
The Phillips Academy	5304		4/25/2018	March '18 for E. Sanderson	4,095.00
Waste Management	5305		4/25/2018	Cust# 15-00043-73002; Waste Svc: April '18	1,332.37
American Council of Teachers Inc.	5306		4/30/2018	Svc: Week: 04/23 - 04/26/18	193.00
AP Seminars Silicon Valley	5307		4/30/2018	Confirmation# PQNH7FCT2TH; AP Training for Tory Pettitt - 07/30 - 08/02/18	815.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.  
Payroll checks are not included on this register.

Vendor	Check Number	Void	Date	Description	Check Amount
ARC Oakland	5308		4/30/2018	Program Oversight, Classroom time & Admin Support: 03/15 - 04/15/18	419.25
Elana Feinberg	5309		4/30/2018	Consultanting Svc: Project Plan, Documents, Call with Devin & Review: 03/23 - 04/18/18	1,300.00
Lesleigh Franklin, PhD	5310		4/30/2018	Psychological/Assessments w/ Academic Testing: March 2018	6,363.63
Seneca Family of Agencies	5311		4/30/2018	Svc: Behavior Intervention - Implementation Jan '18	36,231.21
Vision Service Plan - (CA)	5312		4/30/2018	Acct# 30 050552 0001; Insurance Premium: May 2018	410.86
Waste Management of Alameda County	5313		4/30/2018	Cust# 00513-38904; Waste Svc: Apr 2018	152.26
Adeya Wyatt	5314		4/30/2018	Reimb: Live Scan	57.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check. Payroll checks are not included on this register.



### Credit Card Register

East Bay Innovation  
Academy  
April 2018

Grand Total 4,753.64

Credit Card	Vendor	Statement Date	Description	Transaction Amount
9515-2022	Thunder Data Systems	4/24/2018	03/26 - Thunder Data Systems	39.00
9515-2022	Catsone.com	4/24/2018	04/08 - Catsone.com	254.15
9515-2022	CampaignMonitor.com	4/24/2018	04/11 - CampaignMonitor.com	30.98
9515-2022	CampaignMonitor.com	4/24/2018	04/18 - CampaignMonitor.com	30.75
9515-2022	Dropbox	4/24/2018	04/21 - Dropbox	99.00
9515-2030	Amazon Mktplace Pmts	4/24/2018	03/24 - Amazon Mktplace Pmts	25.82
9515-2030	Amazon Mktplace Pmts	4/24/2018	03/24 - Amazon Mktplace Pmts	108.21
9515-2030	Amazon Mktplace Pmts	4/24/2018	03/24 - Amazon Mktplace Pmts	169.72
9515-2030	JetBlue	4/24/2018	03/29 - JetBlue	466.40
9515-2030	Amazon.com	4/24/2018	03/29 - Amazon.com	50.58
9515-2030	Amazon.com	4/24/2018	03/29 - Amazon.com	10.88
9515-2030	Vistapr*Vistaprint.com	4/24/2018	03/30 - VistApr*VistaPrint.com	156.74
9515-2030	Jumbula	4/24/2018	04/01 - Jumbula	40.00
9515-2030	Doordash	4/24/2018	04/03 - DoorDash	79.57
9515-2030	Dropbox	4/24/2018	04/08 - Dropbox	9.99
9515-2030	Amazon.com	4/24/2018	04/10 - Amazon.com	48.09
9515-2030	Amazon Mktplace Pmts	4/24/2018	04/11 - AMAZON MKTPLACE PMTS	170.54
9515-2030	Amazon Mktplace Pmts	4/24/2018	04/11 - AMAZON MKTPLACE PMTS	10.99
9515-2030	Amazon Mktplace Pmts	4/24/2018	04/15 - Amazon Mktplace Pmts	62.89
9515-2030	Amazon Mktplace Pmts	4/24/2018	04/17 - Amazon Mktplace Pmts	21.99
9515-2030	Amazon.com	4/24/2018	04/18 - Amazon.com	11.64
9515-2030	Amazon.com	4/24/2018	04/19 - Amazon.com	38.10
9515-2030	Amazon Mktplace Pmts	4/24/2018	04/19 - Amazon Mktplace Pmts	89.07
9515-2030	Amazon Mktplace Pmts	4/24/2018	04/19 - Amazon Mktplace Pmts	49.14
9515-2030	PS Print	4/24/2018	04/19 - PS Print	288.20
9515-2030	Amazon Mktplace Pmts	4/24/2018	04/19 - Amazon Mktplace Pmts	46.20
9515-2030	Marin on the Bay	4/24/2018	04/19 - Marin on the Bay	770.00
9515-2030	Marin on the Bay	4/24/2018	04/19 - Marin on the Bay	770.00
9515-2030	Marin on the Bay	4/24/2018	04/19 - Marin on the Bay	805.00

EXTENDED TO MAY 15, 2018

Form **990**

**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2016**  
Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Information about Form 990 and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

**A For the 2016 calendar year, or tax year beginning JUL 1, 2016 and ending JUN 30, 2017**

<b>B</b> Check if applicable:  <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C Name of organization</b> EAST BAY INNOVATION ACADEMY Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 3400 MALCOLM AVENUE City or town, state or province, country, and ZIP or foreign postal code OAKLAND, CA 94605 <b>F Name and address of principal officer:</b> DEVIN KRUGMAN 3400 MALCOLM AVENUE, OAKLAND, CA 94605	<b>D Employer identification number</b> 46-2428863 <b>E Telephone number</b> 510-577-9557 <b>G Gross receipts \$</b> 4,701,944. <b>H(a) Is this a group return for subordinates?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>H(b) Are all subordinates included?</b> Yes <input type="checkbox"/> No <input type="checkbox"/> If "No," attach a list. (see instructions) <b>H(c) Group exemption number</b> ▶
<b>I Tax-exempt status:</b> <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
<b>J Website:</b> ▶ WWW.EASTBAYIA.ORG		
<b>K Form of organization:</b> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		
<b>L Year of formation:</b> 2013		<b>M State of legal domicile:</b> CA

**Part I Summary**

<b>1</b>	Briefly describe the organization's mission or most significant activities: <b>LOCATED IN OAKLAND, EAST BAY INNOVATION ACADEMY OPERATES AS A CALIFORNIA PUBLIC CHARTER SCHOOL</b>		
<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	8
<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	8
<b>5</b>	Total number of individuals employed in calendar year 2016 (Part V, line 2a)	<b>5</b>	54
<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b>	8
<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	0.
<b>7b</b>	Net unrelated business taxable income from Form 990-T, line 34	<b>7b</b>	0.
<b>8</b>	Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
<b>9</b>	Program service revenue (Part VIII, line 2g)	3,340,094.	4,602,544.
<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	75,227.	7,502.
<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	1.	1.
<b>12</b>	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	12,667.	81,332.
<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	3,427,989.	4,691,379.
<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)	1,778,264.	2,923,769.
<b>16b</b>	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.	0.	0.
<b>17</b>	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,243,466.	1,743,733.
<b>18</b>	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	3,021,730.	4,667,502.
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	406,259.	23,877.
<b>20</b>	Total assets (Part X, line 16)	<b>Beginning of Current Year</b>	<b>End of Year</b>
<b>21</b>	Total liabilities (Part X, line 26)	970,430.	932,360.
<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	529,794.	467,847.
		440,636.	464,513.

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer DEVIN KRUGMAN, EXECUTIVE DIRECTOR Type or print name and title	Date _____
<b>Paid Preparer Use Only</b>	Print/Type preparer's name DERRICK DEBRUYNE, CPA Preparer's signature DERRICK DEBRUYNE, CP	Date 05/08/18 Check if self-employed <input type="checkbox"/> PTIN P00591016
	Firm's name ▶ CLIFTONLARSONALLEN LLP Firm's address ▶ 2210 EAST ROUTE 66 GLENDORA, CA 91740	Firm's EIN ▶ 41-0746749 Phone no. 626-857-7300

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No



Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [ ]

1 Briefly describe the organization's mission: TO PREPARE A DIVERSE GROUP OF STUDENTS TO BE SUCCESSFUL IN COLLEGE AND TO BE THOUGHTFUL, ENGAGED CITIZENS WHO ARE LEADERS AND INNOVATORS IN A 21ST CENTURY GLOBAL WORLD.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 4,283,981. including grants of \$ ) (Revenue \$ 48,626. ) EAST BAY INNOVATION ACADEMY (EBIA) IS A COLLEGE PREPARATORY CHARTER SCHOOL OFFERING PUBLIC EDUCATION IN OAKLAND. EBIA SERVES STUDENTS THROUGH PERSONALIZED AND PROJECT-BASED LEARNING, AND BY LEVERAGING BEST PRACTICES IN CURUCULUM DESIGN AND TECHNOLOGY.

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

4d Other program services (Describe in Schedule O.) (Expenses \$ including grants of \$ ) (Revenue \$ )

4e Total program service expenses 4,283,981.

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i> .....	X	
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors?</i> .....	X	
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i> .....		X
<b>4 Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i> .....		X
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i> .....		X
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i> .....		X
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i> .....		X
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i> .....		X
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i> .....		X
<b>10</b> Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i> .....		X
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i> .....		X
<b>b</b> Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i> .....		X
<b>c</b> Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i> .....		X
<b>d</b> Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i> .....		X
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i> .....		X
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i> .....	X	
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i> .....	X	
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i> .....		X
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i> .....	X	
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? .....		X
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i> .....		X
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i> .....		X
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i> .....		X
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> .....		X
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i> .....	X	
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i> .....		X

**Part IV Checklist of Required Schedules** (continued)

	Yes	No
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i> .....		X
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? .....		
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i> .....		X
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i> .....		X
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i> .....		X
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i> .....		X
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? .....		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? .....		
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? .....		
<b>25a</b> <b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>26</b> Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i> .....		X
<b>27</b> Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i> .....		X
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>b</b> A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>c</b> An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i> .....		X
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i> .....		X
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i> .....		X
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i> .....		X
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i> .....		X
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i> .....		X
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)? .....		X
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		
<b>36</b> <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		X
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i> .....		X
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? .....		
<b>Note.</b> All Form 990 filers are required to complete Schedule O .....	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
<b>1a</b>	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
<b>1b</b>	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
<b>1c</b>	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
<b>2b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <b>Note.</b> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
<b>3b</b>	If "Yes," has it filed a Form 990-T for this year? If "No," to line 3b, provide an explanation in Schedule O		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
<b>4b</b>	If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
<b>5b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
<b>5c</b>	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
<b>6b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>7a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
<b>7b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>7c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
<b>7d</b>	If "Yes," indicate the number of Forms 8282 filed during the year		
<b>7e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
<b>7f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
<b>7g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
<b>7h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>9a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		
<b>9b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>10a</b>	Initiation fees and capital contributions included on Part VIII, line 12		
<b>10b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>11a</b>	Gross income from members or shareholders		
<b>11b</b>	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
<b>12b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>13a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note.</b> See the instructions for additional information the organization must report on Schedule O.		
<b>13b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
<b>13c</b>	Enter the amount of reserves on hand		
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?		X
<b>14b</b>	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
<b>1b</b>	Enter the number of voting members included in line 1a, above, who are independent		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
<b>6</b>	Did the organization have members or stockholders?		X
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
<b>7b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>8a</b>	The governing body?	X	
<b>8b</b>	Each committee with authority to act on behalf of the governing body?	X	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates?		X
<b>10b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
<b>11b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
<b>12b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
<b>12c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
<b>13</b>	Did the organization have a written whistleblower policy?		X
<b>14</b>	Did the organization have a written document retention and destruction policy?	X	
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>15a</b>	The organization's CEO, Executive Director, or top management official	X	
<b>15b</b>	Other officers or key employees of the organization	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
<b>16b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed **NONE**
- 18** Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records: **EDTEC - 510-663-3500**  
**1410A 62ND STREET, EMERYVILLE, CA 94608**





**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1 a</b> Federated campaigns	<b>1a</b>					
	<b>b</b> Membership dues	<b>1b</b>					
	<b>c</b> Fundraising events	<b>1c</b>					
	<b>d</b> Related organizations	<b>1d</b>					
	<b>e</b> Government grants (contributions)	<b>1e</b>	3,822,457.				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	780,087.				
	<b>g</b> Noncash contributions included in lines 1a-1f: \$						
	<b>h Total.</b> Add lines 1a-1f			4,602,544.			
	<b>Program Service Revenue</b>	<b>2 a</b> <b>FOOD SERVICES SALES</b>	<b>Business Code</b> 722210	7,160.	7,160.		
<b>b</b> <b>MERCHANDISE SALES</b>		900099	342.	342.			
<b>c</b>							
<b>d</b>							
<b>e</b>							
<b>f</b> All other program service revenue							
<b>g Total.</b> Add lines 2a-2f				7,502.			
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)		1.			1.	
	<b>4</b> Income from investment of tax-exempt bond proceeds						
	<b>5</b> Royalties						
	<b>6 a</b> Gross rents	(i) Real					
		(ii) Personal					
		<b>b</b> Less: rental expenses					
		<b>c</b> Rental income or (loss)					
	<b>d</b> Net rental income or (loss)						
	<b>7 a</b> Gross amount from sales of assets other than inventory	(i) Securities					
		(ii) Other					
		<b>b</b> Less: cost or other basis and sales expenses					
		<b>c</b> Gain or (loss)					
	<b>d</b> Net gain or (loss)						
	<b>8 a</b> Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	<b>a</b>	50,773.				
		<b>b</b> Less: direct expenses	<b>b</b>	10,565.			
<b>c</b> Net income or (loss) from fundraising events			40,208.			40,208.	
<b>9 a</b> Gross income from gaming activities. See Part IV, line 19	<b>a</b>						
	<b>b</b> Less: direct expenses	<b>b</b>					
	<b>c</b> Net income or (loss) from gaming activities						
<b>10 a</b> Gross sales of inventory, less returns and allowances	<b>a</b>						
	<b>b</b> Less: cost of goods sold	<b>b</b>					
	<b>c</b> Net income or (loss) from sales of inventory						
<b>Miscellaneous Revenue</b>		<b>Business Code</b>					
<b>11 a</b> <b>OTHER REVENUE</b>		900099	25,291.	25,291.			
	<b>b</b> <b>LOCAL REVENUE</b>	900099	15,833.	15,833.			
	<b>c</b>						
	<b>d</b> All other revenue						
	<b>e Total.</b> Add lines 11a-11d			41,124.			
<b>12 Total revenue.</b> See instructions.			4,691,379.	48,626.	0.	40,209.	



**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX  X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	165,737.	160,765.	4,972.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	2,264,229.	2,201,136.	63,093.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	205,965.	200,221.	5,744.	
9 Other employee benefits	195,071.	189,611.	5,460.	
10 Payroll taxes	92,767.	90,170.	2,597.	
11 Fees for services (non-employees):				
a Management				
b Legal	80,453.		80,453.	
c Accounting	8,240.		8,240.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	756,818.	611,310.	145,508.	
12 Advertising and promotion	2,963.	2,963.		
13 Office expenses	68,585.	1,574.	67,011.	
14 Information technology	60,619.	60,619.		
15 Royalties				
16 Occupancy	342,608.	342,608.		
17 Travel	889.	889.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	443.		443.	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	35,009.	35,009.		
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>INSTRUCTIONAL MATERIALS</b>	237,315.	237,315.		
b <b>OTHER EXPENSES</b>	149,791.	149,791.		
c				
d				
e All other expenses				
<b>25 Total functional expenses.</b> Add lines 1 through 24e	<b>4,667,502.</b>	<b>4,283,981.</b>	<b>383,521.</b>	<b>0.</b>
<b>26 Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here  if following SOP 98-2 (ASC 958-720)

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)
		Beginning of year		End of year
Assets	<b>1</b> Cash - non-interest-bearing .....	387,977.	<b>1</b>	394,265.
	<b>2</b> Savings and temporary cash investments .....	3,598.	<b>2</b>	5,274.
	<b>3</b> Pledges and grants receivable, net .....	337.	<b>3</b>	0.
	<b>4</b> Accounts receivable, net .....	550,638.	<b>4</b>	487,081.
	<b>5</b> Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L .....		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L .....		<b>6</b>	
	<b>7</b> Notes and loans receivable, net .....		<b>7</b>	
	<b>8</b> Inventories for sale or use .....		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges .....	27,880.	<b>9</b>	45,740.
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	<b>10a</b>		
	<b>b</b> Less: accumulated depreciation .....	<b>10b</b>	<b>10c</b>	
	<b>11</b> Investments - publicly traded securities .....		<b>11</b>	
	<b>12</b> Investments - other securities. See Part IV, line 11 .....		<b>12</b>	
	<b>13</b> Investments - program-related. See Part IV, line 11 .....		<b>13</b>	
	<b>14</b> Intangible assets .....		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 .....		<b>15</b>	
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 34) .....	970,430.	<b>16</b>	932,360.	
Liabilities	<b>17</b> Accounts payable and accrued expenses .....	129,792.	<b>17</b>	317,843.
	<b>18</b> Grants payable .....		<b>18</b>	
	<b>19</b> Deferred revenue .....	200,000.	<b>19</b>	0.
	<b>20</b> Tax-exempt bond liabilities .....		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D .....		<b>21</b>	
	<b>22</b> Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L .....		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties .....		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties .....	200,002.	<b>24</b>	150,004.
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D .....		<b>25</b>	
	<b>26 Total liabilities.</b> Add lines 17 through 25 .....	529,794.	<b>26</b>	467,847.
Net Assets or Fund Balances	<b>Organizations that follow SFAS 117 (ASC 958), check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27 through 29, and lines 33 and 34.</b>			
	<b>27</b> Unrestricted net assets .....	390,258.	<b>27</b>	464,513.
	<b>28</b> Temporarily restricted net assets .....	50,378.	<b>28</b>	0.
	<b>29</b> Permanently restricted net assets .....		<b>29</b>	
	<b>Organizations that do not follow SFAS 117 (ASC 958), check here</b> <input type="checkbox"/> <b>and complete lines 30 through 34.</b>			
	<b>30</b> Capital stock or trust principal, or current funds .....		<b>30</b>	
	<b>31</b> Paid-in or capital surplus, or land, building, or equipment fund .....		<b>31</b>	
	<b>32</b> Retained earnings, endowment, accumulated income, or other funds .....		<b>32</b>	
<b>33</b> Total net assets or fund balances .....	440,636.	<b>33</b>	464,513.	
<b>34</b> Total liabilities and net assets/fund balances .....	970,430.	<b>34</b>	932,360.	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	4,691,379.
2	Total expenses (must equal Part IX, column (A), line 25)	2	4,667,502.
3	Revenue less expenses. Subtract line 2 from line 1	3	23,877.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	440,636.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	464,513.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2a	X
b Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	2b	X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c	X
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____	3a	X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits _____	3b	

Form 990 (2016)



**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge ...						
<b>4 Total.</b> Add lines 1 through 3 .....						
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) .....						
<b>6 Public support.</b> Subtract line 5 from line 4.						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
<b>7</b> Amounts from line 4 .....						
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources ...						
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on ...						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>11 Total support.</b> Add lines 7 through 10						
<b>12</b> Gross receipts from related activities, etc. (see instructions) .....					12	
<b>13 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> .....						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f)) .....	14	%
<b>15</b> Public support percentage from 2015 Schedule A, Part II, line 14 .....	15	%
<b>16a 33 1/3% support test - 2016.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 33 1/3% support test - 2015.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>17a 10% -facts-and-circumstances test - 2016.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>b 10% -facts-and-circumstances test - 2015.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization .....		<input type="checkbox"/>
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions .....		<input type="checkbox"/>

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose .....						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513 .....						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>6 Total.</b> Add lines 1 through 5 .....						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons .....						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year .....						
<b>c</b> Add lines 7a and 7b .....						
<b>8 Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
<b>9</b> Amounts from line 6 .....						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources .....						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....						
<b>c</b> Add lines 10a and 10b .....						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on .....						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)						

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f)) .....	<b>15</b>	%
<b>16</b> Public support percentage from 2015 Schedule A, Part III, line 15 .....	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2016 (line 10c, column (f) divided by line 13, column (f)) .....	<b>17</b>	%
<b>18</b> Investment income percentage from 2015 Schedule A, Part III, line 17 .....	<b>18</b>	%

**19a 33 1/3% support tests - 2016.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**b 33 1/3% support tests - 2015.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
<b>b Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
<b>b</b> Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>c</b> Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
<b>b</b> Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
<b>b</b> A family member of a person described in (a) above?		
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
<b>2</b> Activities Test. Answer (a) and (b) below.		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	Yes	No
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
<b>3</b> Parent of Supported Organizations. Answer (a) and (b) below.		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		



**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A - Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	8	

<b>Section B - Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	<b>Total</b> (add lines 1a, 1b, and 1c)	1d	
e	<b>Discount</b> claimed for blockage or other factors (explain in detail in <b>Part VI</b> ):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	<b>Minimum Asset Amount</b> (add line 7 to line 6)	8	

<b>Section C - Distributable Amount</b>			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** (continued)

<b>Section D - Distributions</b>	<b>Current Year</b>
<b>1</b> Amounts paid to supported organizations to accomplish exempt purposes	
<b>2</b> Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
<b>3</b> Administrative expenses paid to accomplish exempt purposes of supported organizations	
<b>4</b> Amounts paid to acquire exempt-use assets	
<b>5</b> Qualified set-aside amounts (prior IRS approval required)	
<b>6</b> Other distributions (describe in <b>Part VI</b> ). See instructions	
<b>7 Total annual distributions.</b> Add lines 1 through 6	
<b>8</b> Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions	
<b>9</b> Distributable amount for 2016 from Section C, line 6	
<b>10</b> Line 8 amount divided by Line 9 amount	

<b>Section E - Distribution Allocations (see instructions)</b>	<b>(i) Excess Distributions</b>	<b>(ii) Underdistributions Pre-2016</b>	<b>(iii) Distributable Amount for 2016</b>
<b>1</b> Distributable amount for 2016 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2016 (reasonable cause required- explain in Part VI). See instructions			
<b>3</b> Excess distributions carryover, if any, to 2016:			
<b>a</b>			
<b>b</b>			
<b>c</b> From 2013			
<b>d</b> From 2014			
<b>e</b> From 2015			
<b>f Total</b> of lines 3a through e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2016 distributable amount			
<b>i</b> Carryover from 2011 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
<b>4</b> Distributions for 2016 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2016 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from 4			
<b>5</b> Remaining underdistributions for years prior to 2016, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions			
<b>6</b> Remaining underdistributions for 2016. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions			
<b>7 Excess distributions carryover to 2017.</b> Add lines 3j and 4c			
<b>8</b> Breakdown of line 7:			
<b>a</b>			
<b>b</b> Excess from 2013			
<b>c</b> Excess from 2014			
<b>d</b> Excess from 2015			
<b>e</b> Excess from 2016			

Schedule A (Form 990 or 990-EZ) 2016

**Part VI**

**Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Lined area for supplemental information with a large 'DRAFT' watermark.

**Schedule B**

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2016**

Name of the organization

EAST BAY INNOVATION ACADEMY

Employer identification number

46-2428863

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ..... ▶ \$ \_\_\_\_\_

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990, 990-EZ, or 990-PF. Schedule B (Form 990, 990-EZ, or 990-PF) (2016)

<b>Name of organization</b>  <b>EAST BAY INNOVATION ACADEMY</b>	<b>Employer identification number</b>  <b>46-2428863</b>
---	--

**Part I Contributors** (See instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	LAURIE FOY  3400 MALCOLM AVE  OAKLAND, CA 94605	\$ 20,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

<b>Name of organization</b>  <b>EAST BAY INNOVATION ACADEMY</b>	<b>Employer identification number</b>  <b>46-2428863</b>
---	--

**Part II Noncash Property** (See instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____

<b>Name of organization</b>  <b>EAST BAY INNOVATION ACADEMY</b>	<b>Employer identification number</b>  <b>46-2428863</b>
---	--

**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ \_\_\_\_\_  
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	
<b>(e) Transfer of gift</b>			
<b>Transferee's name, address, and ZIP + 4</b>		<b>Relationship of transferor to transferee</b>	

**SCHEDULE D**  
**(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Financial Statements**

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**  
▶ **Attach to Form 990.**

▶ **Information about Schedule D (Form 990) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).**

OMB No. 1545-0047

**2016**  
**Open to Public Inspection**

**Name of the organization** EAST BAY INNOVATION ACADEMY **Employer identification number** 46-2428863

**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.** Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year .....		
2 Aggregate value of contributions to (during year) .....		
3 Aggregate value of grants from (during year) .....		
4 Aggregate value at end of year .....		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? .....		<input type="checkbox"/> Yes <input type="checkbox"/> No

**Part II Conservation Easements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).  
 Preservation of land for public use (e.g., recreation or education)  Preservation of a historically important land area  
 Protection of natural habitat  Preservation of a certified historic structure  
 Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements .....	2a
b Total acreage restricted by conservation easements .....	2b
c Number of conservation easements on a certified historic structure included in (a) .....	2c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register .....	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ \_\_\_\_\_

4 Number of states where property subject to conservation easement is located ▶ \_\_\_\_\_

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? .....

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \_\_\_\_\_

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ \_\_\_\_\_

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? .....

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 .....

(ii) Assets included in Form 990, Part X .....

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 .....

b Assets included in Form 990, Part X .....

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule D (Form 990) 2016



**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** *(continued)*

**3** Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

- a**  Public exhibition
- b**  Scholarly research
- c**  Preservation for future generations
- d**  Loan or exchange programs
- e**  Other \_\_\_\_\_

**4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

**5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

**1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No

**b** If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
<b>c</b> Beginning balance	<b>1c</b>
<b>d</b> Additions during the year	<b>1d</b>
<b>e</b> Distributions during the year	<b>1e</b>
<b>f</b> Ending balance	<b>1f</b>

**2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No

**b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance					
<b>b</b> Contributions					
<b>c</b> Net investment earnings, gains, and losses					
<b>d</b> Grants or scholarships					
<b>e</b> Other expenditures for facilities and programs					
<b>f</b> Administrative expenses					
<b>g</b> End of year balance					

**2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment  \_\_\_\_\_ %
- b** Permanent endowment  \_\_\_\_\_ %
- c** Temporarily restricted endowment  \_\_\_\_\_ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

**3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
<b>(i)</b> unrelated organizations	<b>3a(i)</b>	
<b>(ii)</b> related organizations	<b>3a(ii)</b>	
<b>b</b> If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	<b>3b</b>	

**4** Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
<b>1a</b> Land				
<b>b</b> Buildings				
<b>c</b> Leasehold improvements				
<b>d</b> Equipment				
<b>e</b> Other				

**Total.** Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)  **0.**

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives .....		
(2) Closely-held equity interests .....		
(3) Other .....		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total revenue, gains, and other support per audited financial statements		<b>1</b>	4,701,944.
<b>2</b>	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
<b>a</b>	Net unrealized gains (losses) on investments	<b>2a</b>		
<b>b</b>	Donated services and use of facilities	<b>2b</b>		
<b>c</b>	Recoveries of prior year grants	<b>2c</b>		
<b>d</b>	Other (Describe in Part XIII.)	<b>2d</b>		
<b>e</b>	Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>	0.
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>	4,701,944.
<b>4</b>	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>		
<b>b</b>	Other (Describe in Part XIII.)	<b>4b</b>		-10,565.
<b>c</b>	Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>	-10,565.
<b>5</b>	Total revenue. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 12.)		<b>5</b>	4,691,379.

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total expenses and losses per audited financial statements		<b>1</b>	4,678,067.
<b>2</b>	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
<b>a</b>	Donated services and use of facilities	<b>2a</b>		
<b>b</b>	Prior year adjustments	<b>2b</b>		
<b>c</b>	Other losses	<b>2c</b>		
<b>d</b>	Other (Describe in Part XIII.)	<b>2d</b>		10,565.
<b>e</b>	Add lines <b>2a</b> through <b>2d</b>		<b>2e</b>	10,565.
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b>		<b>3</b>	4,667,502.
<b>4</b>	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b	<b>4a</b>		
<b>b</b>	Other (Describe in Part XIII.)	<b>4b</b>		
<b>c</b>	Add lines <b>4a</b> and <b>4b</b>		<b>4c</b>	0.
<b>5</b>	Total expenses. Add lines <b>3</b> and <b>4c</b> . (This must equal Form 990, Part I, line 18.)		<b>5</b>	4,667,502.

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**PART X, LINE 2:**

THE SCHOOL IS A NON-PROFIT ENTITY EXEMPT FROM THE PAYMENT OF INCOME TAXES UNDER INTERNAL REVENUE CODE SECTION 501(C)(3) AND CALIFORNIA REVENUE AND TAXATION CODE SECTION 23701D. ACCORDINGLY, NO PROVISION HAS BEEN MADE FOR INCOME TAXES. MANAGEMENT HAS DETERMINED THAT ALL INCOME TAX POSITIONS ARE MORE LIKELY THAN NOT OF BEING SUSTAINED UPON POTENTIAL AUDIT OR EXAMINATION; THEREFORE, NO DISCLOSURES OF UNCERTAIN INCOME TAX POSITIONS ARE REQUIRED.

**PART XI, LINE 4B - OTHER ADJUSTMENTS:**

DIRECT FUNDRAISING EXPENSES -10,565.

**Part XIII** Supplemental Information *(continued)*

PART XII, LINE 2D - OTHER ADJUSTMENTS:

DIRECT FUNDRAISING EXPENSES 10,565.

DRAFT

**SCHEDULE E**  
**(Form 990 or 990-EZ)**

**Schools**

OMB No. 1545-0047

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.**

▶ **Attach to Form 990 or Form 990-EZ.**

**2016**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

▶ **Information about Schedule E (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).**

Name of the organization

**EAST BAY INNOVATION ACADEMY**

Employer identification number

**46-2428863**

**Part I**

	YES	NO
1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body? .....	X	
2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships? .....	X	
3 Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II .....	X	
<b>THE SCHOOL PUBLISHES ITS NONDISCRIMINATORY POLICY WITHIN ITS CHARTER DOCUMENT. THE CHARTER DOCUMENT IS AVAILABLE TO THE PUBLIC ON THE ORGANIZATION'S WEBSITE AND IS MADE AVAILABLE UPON REQUEST.</b>		
4 Does the organization maintain the following?		
a Records indicating the racial composition of the student body, faculty, and administrative staff? .....	X	
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis? .....		X
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships? .....	X	
d Copies of all material used by the organization or on its behalf to solicit contributions? .....	X	
If you answered "No" to any of the above, please explain. If you need more space, use Part II.		
<b>THE ORGANIZATION IS A PUBLIC CHARTER SCHOOL WHICH OPERATES TUITION-FREE, THEREFORE, SCHOLARSHIPS AND FINANCIAL ASSISTANCE ARE NOT APPLICABLE.</b>		
5 Does the organization discriminate by race in any way with respect to:		
a Students' rights or privileges? .....		X
b Admissions policies? .....		X
c Employment of faculty or administrative staff? .....		X
d Scholarships or other financial assistance? .....		X
e Educational policies? .....		X
f Use of facilities? .....		X
g Athletic programs? .....		X
h Other extracurricular activities? .....		X
If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.		
6a Does the organization receive any financial aid or assistance from a governmental agency? .....	X	
b Has the organization's right to such aid ever been revoked or suspended? .....		X
If you answered "Yes" on either line 6a or line 6b, explain on Part II.		
7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," explain on Part II .....	X	

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or Form 990-EZ.

Schedule E (Form 990 or 990-EZ) 2016

**Part II Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable.

Also provide any other additional information.

**LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:**

THE ORGANIZATION RECEIVES FINANCIAL ASSISTANCE FROM THE CALIFORNIA DEPARTMENT OF EDUCATION AND THE COUNTY OF ALAMEDA AS PART OF ITS OPERATION AS A PUBLIC CHARTER SCHOOL.





**Part II Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

Revenue		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		SPRING AUCTION <small>(event type)</small>	<small>(event type)</small>	NONE <small>(total number)</small>	
1	Gross receipts .....	50,773.			50,773.
2	Less: Contributions .....				
3	Gross income (line 1 minus line 2) .....	50,773.			50,773.
<b>Direct Expenses</b>					
4	Cash prizes .....				
5	Noncash prizes .....				
6	Rent/facility costs .....				
7	Food and beverages .....				
8	Entertainment .....				
9	Other direct expenses .....	10,565.			10,565.
10	Direct expense summary. Add lines 4 through 9 in column (d) .....				10,565.
11	Net income summary. Subtract line 10 from line 3, column (d) .....				40,208.

**Part III Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

Revenue		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
1	Gross revenue .....				
<b>Direct Expenses</b>					
2	Cash prizes .....				
3	Noncash prizes .....				
4	Rent/facility costs .....				
5	Other direct expenses .....				
6	Volunteer labor .....	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
7	Direct expense summary. Add lines 2 through 5 in column (d) .....				
8	Net gaming income summary. Subtract line 7 from line 1, column (d) .....				

9 Enter the state(s) in which the organization conducts gaming activities: \_\_\_\_\_  
 a Is the organization licensed to conduct gaming activities in each of these states?  Yes  No  
 b If "No," explain: \_\_\_\_\_

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year?  Yes  No  
 b If "Yes," explain: \_\_\_\_\_







**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2016**

Open to Public  
Inspection

Name of the organization

EAST BAY INNOVATION ACADEMY

Employer identification number

46-2428863

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

DEDICATED TO COLLEGE PREPARATION FOR STUDENTS IN GRADES 6-12.

FORM 990, PART VI, SECTION B, LINE 11B:

THE EXECUTIVE DIRECTOR/HEAD OF SCHOOL WILL PROVIDE A COPY OF THE FORM 990 TO ALL BOARD MEMBERS FOR REVIEW AND COMMENT. ANY NECESSARY EDITS WILL BE RELAYED TO THE TAX PREPARER. UPON FINAL APPROVAL BY THE HEAD OF SCHOOL, THE TAX PREPARER WILL FILE THE FORM 990 WITH THE IRS ON BEHALF OF THE ORGANIZATION

FORM 990, PART VI, SECTION B, LINE 12C:

ALL BOARD MEMBERS AND KEY EMPLOYEES OF THE ORGANIZATION ARE REQUIRED TO FILE AN ANNUAL STATEMENT (FORM 700 STATEMENT OF ECONOMIC INTEREST) IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS. THE ORGANIZATION WILL REVIEW THE CONFLICT OF INTEREST POLICY AND STATEMENTS ANNUALLY AND WHEN ANY BOARD MEMBER JOINS.

FORM 990, PART VI, SECTION B, LINE 15:

THE BOARD OF DIRECTORS WILL APPROVE COMPENSATION BASED ON COMPARABLE DATA AVAILABLE FROM OTHER PUBLIC CHARTER SCHOOLS AND SCHOOL DISTRICTS FOR INDIVIDUALS WITH SIMILAR RESPONSIBILITIES.

FORM 990, PART VI, SECTION C, LINE 19:

ALL ORGANIZATIONAL DOCUMENTS ARE AVAILABLE UPON REQUEST WITH SOME DOCUMENTS ALSO AVAILABLE ON THE ORGANIZATION'S WEBSITE.

Name of the organization <b>EAST BAY INNOVATION ACADEMY</b>	Employer identification number <b>46-2428863</b>
--	---

**FORM 990, PART IX, LINE 11G, OTHER FEES:**

**OTHER FEES FOR SERVICES:**

PROGRAM SERVICE EXPENSES	182,515.
MANAGEMENT AND GENERAL EXPENSES	14,839.
FUNDRAISING EXPENSES	0.
<b>TOTAL EXPENSES</b>	<b>197,354.</b>

**BUSINESS SERVICES:**

PROGRAM SERVICE EXPENSES	0.
MANAGEMENT AND GENERAL EXPENSES	130,669.
FUNDRAISING EXPENSES	0.
<b>TOTAL EXPENSES</b>	<b>130,669.</b>

**SPECIAL ED SERVICES:**

PROGRAM SERVICE EXPENSES	383,998.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
<b>TOTAL EXPENSES</b>	<b>383,998.</b>

**SUBSTITUTES:**

PROGRAM SERVICE EXPENSES	44,797.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
<b>TOTAL EXPENSES</b>	<b>44,797.</b>

**TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A** 756,818.

TAXABLE YEAR  
**2016**

# California Exempt Organization Annual Information Return

628941 11-30-16  
FORM

**199**

Calendar Year 2016 or fiscal year beginning (mm/dd/yyyy) **07/01/2016**, and ending (mm/dd/yyyy) **06/30/2017**

Corporation/Organization name <b>EAST BAY INNOVATION ACADEMY</b>		California corporation number <b>3564103</b>	
Additional information. See instructions.		FEIN <b>46-2428863</b>	
Street address (suite or room) <b>3400 MALCOLM AVENUE</b>		PMB no.	
City <b>OAKLAND</b>		State <b>CA</b>	ZIP code <b>94605</b>
Foreign country name		Foreign province/state/county	
		Foreign postal code	

<p><b>A</b> First Return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>B</b> Amended Return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>C</b> IRC Section 4947(a)(1) trust <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>D</b> Final Information Return?  <input type="checkbox"/> Dissolved <input type="checkbox"/> Surrendered (Withdrawn) <input type="checkbox"/> Merged/Reorganized                  Enter date: (mm/dd/yyyy) _____</p> <p><b>E</b> Check accounting method: (1) <input type="checkbox"/> Cash (2) <input checked="" type="checkbox"/> Accrual (3) <input type="checkbox"/> Other</p> <p><b>F</b> Federal return filed? (1) <input type="checkbox"/> 990T (2) <input type="checkbox"/> 990-PF (3) <input type="checkbox"/> Sch H (990) (4) <input checked="" type="checkbox"/> Other 990 series</p> <p><b>G</b> Is this a group filing? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>H</b> Is this organization in a group exemption <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," what is the parent's name?</p> <p><b>I</b> Did the organization have any changes to its guidelines not reported to the FTB? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>J</b> If exempt under R&amp;TC Section 23701d, has the organization engaged in political activities? See instructions. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>K</b> Is the organization exempt under R&amp;TC Section 23701g? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," enter the gross receipts from nonmember sources \$ _____</p> <p><b>L</b> If organization is exempt under R&amp;TC Section 23701d and meets the filing fee exception, check box. No filing fee is required. <input checked="" type="checkbox"/></p> <p><b>M</b> Is the organization a Limited Liability Company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>N</b> Did the organization file Form 100 or Form 109 to report taxable income? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>O</b> Is the organization under audit by the IRS or has the IRS audited in a prior year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>P</b> Is a federal Form 1023/1024 pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date filed with IRS _____</p>
---	---

**Part I Complete Part I unless not required to file this form. See General Instructions B and C.**

<b>Receipts and Revenues</b>	1	Gross sales or receipts from other sources. From Side 2, Part II, line 8	1	99,400.00
	2	Gross dues and assessments from members and affiliates	2	00
	3	Gross contributions, gifts, grants, and similar amounts received <span style="float: right;">STMT 1</span>	3	4,602,544.00
	4	Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Instruction B	4	4,701,944.00
	5	Cost of goods sold	5	00
	6	Cost or other basis, and sales expenses of assets sold	6	00
	7	Total costs. Add line 5 and line 6	7	00
	8	Total gross income. Subtract line 7 from line 4	8	4,701,944.00
<b>Expenses</b>	9	Total expenses and disbursements. From Side 2, Part II, line 18	9	4,678,067.00
	10	Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	23,877.00
<b>Filing Fee</b>	11	Total payments	11	00
	12	Use tax. See General Instruction K	12	00
	13	Payment balance. If line 11 is more than line 12, subtract line 12 from line 11	13	00
	14	Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14	00
	15	Filing fee \$10 or \$25. See General Instruction F	15	N/A 00
	16	Penalties and Interest. See General Instruction J	16	00
	17	<b>Balance due.</b> Add line 12, line 15, and line 16. Then subtract line 11 from the result	17	00

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer	Title <b>EXECUTIVE DIRE</b>	Date	• Telephone
<b>Paid Preparer's Use Only</b>	Preparer's signature	<b>DERRICK DEBRUYNE, CPA</b>	<b>05/08/18</b>	• PTIN <b>P00591016</b>
	Firm's name (or yours, if self-employed) and address	<b>CLIFTONLARSONALLEN LLP</b> <b>2210 EAST ROUTE 66</b> <b>GLEN DORA, CA 91740</b>		• FEIN <b>41-0746749</b>
				• Telephone <b>626-857-7300</b>

May the FTB discuss this return with the preparer shown above? See instructions  Yes  No

**EAST BAY INNOVATION ACADEMY**

46-2428863

**Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.**

628951 11-30-16

<b>Receipts from Other Sources</b>	1	Gross sales or receipts from all business activities. See instructions	•	1	50,773.00	
	2	Interest	•	2	1.00	
	3	Dividends	•	3	00	
	4	Gross rents	•	4	00	
	5	Gross royalties	•	5	00	
	6	Gross amount received from sale of assets (See Instructions)	•	6	00	
	7	Other income	•	7	48,626.00	
	8	<b>Total</b> gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1	•	8	99,400.00	
	9	Contributions, gifts, grants, and similar amounts paid	•	9	00	
	10	Disbursements to or for members	•	10	00	
	11	Compensation of officers, directors, and trustees	•	11	165,737.00	
	12	Other salaries and wages	•	12	2,264,229.00	
	13	Interest	•	13	443.00	
	14	Taxes	•	14	92,767.00	
	15	Rents	•	15	342,608.00	
	<b>Expenses and Disbursements</b>	16	Depreciation and depletion (See instructions)	•	16	00
		17	Other Expenses and Disbursements	•	17	1,812,283.00
		18	<b>Total</b> expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9	•	18	4,678,067.00

<b>Schedule L Balance Sheet</b>		Beginning of taxable year		End of taxable year	
		(a)	(b)	(c)	(d)
<b>Assets</b>					
1	Cash		391,575.	•	399,539.
2	Net accounts receivable		550,638.	•	487,081.
3	Net notes receivable			•	
4	Inventories			•	
5	Federal and state government obligations			•	
6	Investments in other bonds			•	
7	Investments in stock			•	
8	Mortgage loans			•	
9	Other investments			•	
10	<b>a</b> Depreciable assets				
	<b>b</b> Less accumulated depreciation	( )	( )		
11	Land			•	
12	Other assets <b>STMT 5</b>		28,217.	•	45,740.
13	<b>Total assets</b>		970,430.		932,360.
<b>Liabilities and net worth</b>					
14	Accounts payable		129,792.	•	317,843.
15	Contributions, gifts, or grants payable			•	
16	Bonds and notes payable			•	
17	Mortgages payable			•	
18	Other liabilities <b>STMT 6</b>		400,002.		150,004.
19	Capital stock or principal fund			•	
20	Paid-in or capital surplus. Attach reconciliation			•	
21	Retained earnings or income fund		440,636.	•	464,513.
22	<b>Total liabilities and net worth</b>		970,430.		932,360.

<b>Schedule M-1 Reconciliation of income per books with income per return</b>			
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.			
1	Net income per books	•	23,877.
2	Federal income tax	•	
3	Excess of capital losses over capital gains	•	
4	Income not recorded on books this year	•	
5	Expenses recorded on books this year not deducted in this return	•	
6	<b>Total.</b> Add line 1 through line 5		23,877.
7	Income recorded on books this year not included in this return.	•	
8	Deductions in this return not charged against book income this year	•	
9	<b>Total.</b> Add line 7 and line 8		
10	<b>Net income per return.</b> Subtract line 9 from line 6		23,877.

EAST BAY INNOVATION ACADEMY

46-2428863

FORM 199 CASH CONTRIBUTIONS STATEMENT 1  
 INCLUDED ON PART I, LINE 3

CONTRIBUTOR'S NAME	CONTRIBUTOR'S ADDRESS	DATE OF GIFT	AMOUNT
LAURIE FOY	3400 MALCOLM AVE OAKLAND, CA 94605	06/30/17	20,000.
TOTAL INCLUDED ON LINE 3			20,000.

FORM 199 OTHER INCOME STATEMENT 2

DESCRIPTION	AMOUNT
LOCAL REVENUE	15,833.
OTHER REVENUE	25,291.
FOOD SERVICES SALES	7,160.
MERCHANDISE SALES	342.
TOTAL TO FORM 199, PART II, LINE 7	48,626.

DRAFT

EAST BAY INNOVATION ACADEMY

46-2428863

---



---

**FORM 199                    COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES                    STATEMENT                    3**


---

NAME AND ADDRESS	TITLE AND AVERAGE HRS WORKED/WK	COMPENSATION
ROCHELLE BENNING 3400 MALCOLM AVENUE OAKLAND, CA 94605	BOARD CHAIR 5.00	0.
LAURIE JACOBSON JONES 3400 MALCOLM AVENUE OAKLAND, CA 94605	BOARD MEMBER 5.00	0.
KELLY GARCIA 3400 MALCOLM AVENUE OAKLAND, CA 94605	BOARD VICE CHAIR 5.00	0.
KEN BERRICK 3400 MALCOLM AVENUE OAKLAND, CA 94605	BOARD MEMBER 5.00	0.
GARY BORDEN 3400 MALCOLM AVENUE OAKLAND, CA 94605	BOARD MEMBER 5.00	0.
TOM PRYOR 3400 MALCOLM AVENUE OAKLAND, CA 94605	BOARD MEMBER 5.00	0.
KATE DOYLE 3400 MALCOLM AVENUE OAKLAND, CA 94605	BOARD MEMBER 5.00	0.
JULIA GITIS 3400 MALCOLM AVENUE OAKLAND, CA 94605	BOARD MEMBER 5.00	0.
DEVIN KRUGMAN 3400 MALCOLM AVENUE OAKLAND, CA 94605	EXECUTIVE DIRECTOR 40.00	165,737.
TOTAL TO FORM 199, PART II, LINE 11		<u>165,737.</u>

STATEMENT(S) 3



EAST BAY INNOVATION ACADEMY

46-2428863

FORM 199	OTHER EXPENSES	STATEMENT	4
DESCRIPTION		AMOUNT	
INSTRUCTIONAL MATERIALS		237,315.	
OTHER EXPENSES		149,791.	
DIRECT EXPENSES OF FUNDRAISING EVENTS		10,565.	
PENSION PLAN CONTRIBUTIONS		205,965.	
OTHER EMPLOYEE BENEFITS		195,071.	
LEGAL FEES		80,453.	
ACCOUNTING FEES		8,240.	
OTHER PROFESSIONAL FEES		756,818.	
ADVERTISING AND PROMOTION		2,963.	
OFFICE EXPENSES		68,585.	
INFORMATION TECHNOLOGY		60,619.	
TRAVEL		889.	
INSURANCE		35,009.	
TOTAL TO FORM 199, PART II, LINE 17		1,812,283.	

FORM 199	OTHER ASSETS	STATEMENT	5
DESCRIPTION	BEG. OF YEAR	END OF YEAR	
PLEDGES AND GRANTS RECEIVABLE	337.	0.	
PREPAID EXPENSES AND DEFERRED CHARGES	27,880.	45,740.	
TOTAL TO FORM 199, SCHEDULE L, LINE 12	28,217.	45,740.	

FORM 199	OTHER LIABILITIES	STATEMENT	6
DESCRIPTION	BEG. OF YEAR	END OF YEAR	
DEFERRED REVENUE	200,000.	0.	
UNSECURED NOTES AND LOANS PAYABLE	200,002.	150,004.	
TOTAL TO FORM 199, SCHEDULE L, LINE 18	400,002.	150,004.	

STATEMENT(S) 4, 5, 6

FORM 199	FUND BALANCES	STATEMENT	7
<u>DESCRIPTION</u>		<u>BEG. OF YEAR</u>	<u>END OF YEAR</u>
UNRESTRICTED ASSETS		390,258.	464,513.
TEMPORARILY RESTRICTED ASSETS		50,378.	0.
TOTAL TO FORM 199, SCHEDULE L, LINE 21		<u>440,636.</u>	<u>464,513.</u>

DRAFT



# Educator Effectiveness Final Expenditure Report for Expenditures Between July 1, 2015 and June 30, 2018

## Submission Record

**Submission Date:** 4/27/2018 2:56:58 PM PT  
**Submission ID:** 561

**This is only a print version of your report.**

**Agency:** East Bay Innovation Academy

### Section 1: Contact Information

\*First Name: Michelle  
 \*Last Name: Cho  
 \*E-mail: michelle.cho@eastbayia.org  
 \*Telephone: (i.e. 916-555-1212) 510-577-9557

### Section 2: Beginning Teacher and Administrator Support and Mentoring

Beginning teacher and administrator support and mentoring, including, but not limited to, programs that support new teacher and administrator ability to teach or lead effectively and to meet induction requirements adopted by the Commission on Teacher Credentialing and pursuant to Section 44259 of the *Education Code*.

**Number of Teachers:** 4  
**Number of Administrators:** N/A  
**Total Expenditures:** \$ 14,000  
**Of these expenditures, how much was spent on induction programs?** \$ 14,000

### Section 3: Professional Development, Coaching, and Support Services for Teachers

Professional development, coaching, and support services for teachers who have been identified as needing improvement or additional support.

**Number of Teachers:** N/A  
**Number of Administrators:** N/A  
**Total Expenditures:** \$ 0

### Section 4: Professional Development for Teachers and Administrators Aligned with California Common Core State Standards

Professional development for teachers and administrators that is aligned to the state content standards adopted pursuant to Sections 51226, 60605, 60605.31, 60605.2, 60605.3, 60608.8, 60605.11, 60605.85, as that section read on June 30, 2014, and 60811.3, as that section read on June 30, 2013, of the *Education Code*

Content Standards	Number of Teachers	Number of Administrators
Mathematics	N/A	N/A

English Language Arts/Development	N/A	N/A
Science	N/A	N/A
History/Social Science	N/A	N/A
Visual/Performing Arts	N/A	N/A
Career Technical	N/A	N/A
World Language	N/A	N/A
Physical Education	N/A	N/A

**Total Expenditures:** \$ 0

**Section 5: Activities Promoting Educator Quality and Effectiveness**

Activities to promote educator quality and effectiveness including, but not limited to, training on mentoring and coaching certificated staff and training certificated staff to support effective teaching and learning.

**Number of Teachers:** 11

**Number of Administrators:** 1

**Number of Paraprofessionals:** 2

**Total Expenditures:** \$ 673

**Section 6: Reporting Local Educational Agency Entitlement Amount and Total Expenditures**

LEA Entitlement: \$ 14,665

Total Expenditures: \$ 14,673

Unspent funds that must be returned to CDE: \$ 0

**Questions: Educator Excellence Office | [educatorexcellence@cde.ca.gov](mailto:educatorexcellence@cde.ca.gov) | 916-445-7331**

California Department of Education  
1430 N Street  
Sacramento, CA 95814

Web Policy

## **FEDERAL EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) DIRECTORY INFORMATION POLICY AND “OPT-OUT” NOTICE for East Bay Innovation Academy 2018 – 2019 School Year**

“Directory information,” which is defined as set forth below, may be released to requestors in limited circumstances by East Bay Innovation Academy, without additional notice to you, unless you timely “opt out” of such disclosures, in writing.

State and federal law allow directory information to be disclosed to any requestors, except those who intend to use the information for commercial purposes. However, this school's policy is to not release directory information to any requestor, for any purpose, without specific prior parent/guardian consent in each situation, EXCEPT we will release such information to requestors that engage in political advocacy, lobbying, or information dissemination related to California charter schools.

If you do not want East Bay Innovation Academy to disclose your contact and other directory information from your child's records to such persons or entities without your prior written consent, you must notify us in writing by September 7, 2018

East Bay Innovation Academy has designated the following information as directory information:

- Parents'/guardians' names;
- Address;
- Electronic mail address;
- Phone number<sup>1</sup>;
- Dates of attendance;
- Participation in officially recognized activities and sports;
- Weight and height of members of athletic teams;
- Degrees, honors, and awards received; and
- The most recent educational agency or institution attended

---

<sup>1</sup> While California charter schools are generally exempt from laws governing school districts, Education Code section 49073.5(b) states that it is the “intent of the Legislature that school districts minimize the release of pupil telephone numbers, in the absence of express parental consent, to reduce the possibility of harassment of pupils and families by organizations that receive pupil directory information.”



### **What is FERPA?**

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law designed to protect the privacy of student education records. FERPA prohibits disclosure of education records without consent, except under certain circumstances. It also provides parents and eligible students with the right to review their educational records, and to seek to amend those records.

### **To Whom Does FERPA Apply?**

FERPA applies to educational agencies and institutions, including charter schools, which receive federal funding under any program administered by the Department of Education.

FERPA protects the education records of students who are currently enrolled, or were formerly enrolled, at a school or school district that is subject to FERPA. It does not protect the records of students who have applied to, but have not enrolled in, a subject school.

FERPA rights transfer from the parent to the student at the age of 18, or when the student attends a postsecondary school. Students to whom FERPA rights have transferred are referred to as "eligible students."

### **What is an Education Record?**

FERPA defines "education records" to include any records that are directly related to a student and that are maintained by a school or a party acting for or on behalf of the school. Examples include student-level contact and demographic information, grades, class lists, course schedules, health records, and student discipline files.

### **When Must a School Have Consent to Disclose Education Records?**

Schools must have written consent from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose education records without consent to the following parties and under the following conditions:

- School officials and contractors with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.
- Parties requesting directory information, when parents have received notice of the school's directory information policy and have not opted out of disclosure.

### **What is Directory Information?**



Schools may disclose education records that have been appropriately designated as "directory information" without prior consent. Before doing so, a school must provide notice of the types of information it has designated as "directory information," the parent or eligible student's right to restrict the disclosure of such information, and the period of time within which a parent or eligible student has to opt out of disclosure of that information. If a parent or eligible student requests that directory information not be disclosed, the school must honor that request until otherwise notified.

FERPA defines directory information as information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Examples of directory information include:

- Student's and parents'/guardians' names;
- Address;
- Electronic mail address;
- Dates of attendance;
- Participation in officially recognized activities and sports;
- Weight and height of members of athletic teams;
- Degrees, honors, and awards received; and
- The most recent educational agency or institution attended.

### **What Rights do Parents and Eligible Students Have to Access Education Records?**

FERPA affords parents and eligible students with the right to inspect and review their education records maintained by the school. In cases where it is impossible for the parents or eligible students to review the records, FERPA requires schools to provide copies of the records, but permits schools to charge a reasonable fee for the copies.

Parents and eligible students also have the right to request that a school amend records which they believe to be inaccurate. If the school does not amend the record, the parent or eligible student then has the right to a hearing on the matter, and to include a statement with the record setting forth his or her view about the disputed information.

### **What Notices Must Schools Provide to Parents and Eligible Students?**

Schools must annually notify parents and eligible students of their rights under FERPA. Annual notifications must include information about the rights of parents and eligible students to inspect and review education records and the procedures to do so; to seek amendment of records the parent or eligible student believes are inaccurate and the procedures to do so; to consent to disclosures of education records unless an exception applies, and to file a complaint concerning potential violations.

You may also visit the [U.S. Department of Education website](#) for more information about charter school's obligations under FERPA, including [frequently asked questions](#) and [sample notices](#).



# California School Finance Authority

## Charter School Facility Grant Program Application

### Applicant: East Bay Innovation Academy

Application ID:	1092	Submitted:	5/30/2018
Charter Number:	1620	CDS Code:	01612590129932

### Contact Information

Contact Info:	Michelle Cho	(510) 577-9557	michelle.cho@eastbayia.org
Mailing Address:	3400 Malcolm Ave. Oakland, CA 94605		

### Facility Information

	Site	Expiration Date	Base Rent
Facility 1:	3800 Mountain Blvd.	6/30/2019	27000.00
Facility 2:			
Facility 3:			
Other Costs	Yes		

### Eligibility

Charter Site FRPM at least 55%	No
Preference in admissions to local Elementary	Yes
Charter to occupy District/COE Facility	Yes
Lease or Purchase	No
Applying for Incentive Grant	No

### Related Parties

Owner:	Golden Gate Academy
Related Party	No
Formed to support charter	N/A
5) a.	N/A
5) b.	N/A
5) c.	N/A
5) d.	N/A

Charter Agreement	On file
Authorizer Board Adoption	On file



Current Board Members	On file
--------------------------	---------

---

© 2018 - California School Finance Authority - State Treasurer's Office (<http://www.treasurer.ca.gov/csfa/>)

# Cover Sheet

## Review and Approve LCAP Plan for 2018-2019

**Section:**

III. Academic Excellence

**Item:**

B. Review and Approve LCAP Plan for 2018-2019

**Purpose:**

Vote

**Submitted by:**

**Related Material:**

2018\_Local\_Control\_and\_Accountability\_Plan\_&\_Annual\_Update\_East\_Bay\_Innovation\_Academy\_20180613

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2018-19

# Local Control Accountability Plan and Annual Update (LCAP) Template

[Addendum](#): General instructions & regulatory requirements.

[Appendix A](#): Priorities 5 and 6 Rate Calculations

[Appendix B](#): Guiding Questions: Use as prompts (not limits)

[LCFF Evaluation Rubrics](#): Essential data to support completion of this LCAP. Please analyze the LEA’s full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
East Bay Innovation Academy	Devin Krugman Head of School	510-577-9557 dkrugman@eastbayia.org

## 2017-20 Plan Summary

### The Story

Describe the students and community and how the LEA serves them.

EBIA wants to rethink how schools are run and structured, so that they better reflect the needs of a 21st century world. Most traditional public schools have not changed their structure, organization, facilities or instruction in many years. While schools have not changed, our world has, rendering many of our schools, even the “best” ones, obsolete. Both our instructional approach and our school composition will address needs of the 21st century and beyond in order to ensure that 100% of our students are college and career ready. Further, we believe that this focus on 21st century skills will work to eliminate the opportunity gap that exists between various demographic groups system wide.

In order to end schooling “as we know it” for Oakland students, and by developing a coherent learning community that aligns school work with productive life in the global 21st century; EBIA declares the following set of goals:

To develop both young and mature leaders who collaborate, manage change, and take ownership of their learning experiences.

To offer families a coherent 21st century program that offers new, innovative, and alternative educational offerings to the ones currently provided in Oakland.

To increase the number of students who excel in math, technology, and innovation to become leaders in a new, rapidly evolving, economy.

#### Core Beliefs:

We will build, sustain and grow EBIA with teachers, families, support staff, leaders, and board members who demonstrate alignment with the following core beliefs:

We believe in POSSIBILITY and PERSEVERANCE: all children can and will achieve at the highest levels and be prepared for success in college and career, regardless of background or circumstance, when held to high academic and behavioral expectations. We value courage, initiative, and tenacity.

We believe in **CREATIVITY** and **CURIOSITY**: we aim to develop students who pursue inquiry collaboratively with critical and creative minds. We value exploration, perspective, and determination.

We believe in **COMMUNITY**: Parents, teachers, school leaders, and board members assume collective and individual responsibility for all students' success. We value relationships, kindness, integrity, and respect.

We believe in the **GREATER GOOD**: Our school will open students' minds to an enlightened sense of social justice and civic responsibility. Our students will give back to the community and work to make the world a better place. We value holistic thinking that can improve our school, our community, and our world.

We believe in **DIVERSITY**: In order to prepare students for a global society and workforce, they need to learn to work with and appreciate the contributions of those that are different from themselves in all aspects of life.

In the 2017-2018 school year, East Bay Innovation Academy ("EBIA") was in its 4th year of operation and served grades 6 – 10. Throughout this year, EBIA served approximately 480 students come from every zip code in Oakland representing a diverse and multifaceted community.

## LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

The key features of this year's LCAP are ensuring that all students from all demographic groups are equitably served as connected to our annual goals. This means that a specific focus is placed on first implementing our model (e.g. project-based learning, blended learning, technology implementation, positive school culture and climate, attendance support, etc.), next on strategically employing our resources to meet the needs of our highest needs students. This is addressed through academic intervention, implementation of restorative justice practices and a social emotional learning curriculum and increased focus on establishing consistent school culture and climate systems and family communication.

## Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the LCFF Evaluation Rubrics, progress toward LCAP goals, local self-assessment tools, stakeholder input, or other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

## Greatest Progress

The greatest area of progress is how EBIA has managed to provide and maintain basic services for students and the school. Specifically, this year we have been able to meet most of the annual measurable outcomes in this category. 100% of our core teachers were NCLB compliant, 88% of our teachers met their PEP goals, and we received 100% "good" ratings on the SARC. Further, initial SBAC results for the 2017-2018 school year indicate an increase in proficiency for current students in the classes of 2022 and 2023 in literacy and math. This increase in proficiency is mirrored within

our NWEA MAP assessment data. The successful completion of the majority of these goals suggest that EBIA is in fact meeting its goal of providing basic services for students and the school.

Referring to the LCFF Evaluation Rubrics, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

## Greatest Needs

Referring to the LCFF Evaluation Rubrics, the one state indicators for which overall performance was in the "red" or "orange" performance category as of Fall 2017 was in the category of suspension rate. In response to this, the LEA is planning to address this area in two main ways. One is through the hiring of a full time restorative justice coordinator. The purpose of this position is to have full time support towards remediation of conflict at a lower escalation level in order to preempt suspension. The second is through the hiring of a part time school culture and climate coach. The purpose of this position is to support the development of school culture and climate systems that clarify behavioral norms and expectations along with positive incentives all focused on addressing Tier I behavioral issues and preempting Tier II and Tier III conflicts and concerns.

Referring to the LCFF Evaluation Rubrics, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

## Performance Gaps

The state indicators for which performance for any student group was two or more performance levels below the "all student" performance include English Language Arts scores for English Learners, Socioeconomically Disadvantaged students, African American students and Hispanic students. The steps that the LEA is planning to take to address these performance gaps includes utilization of blended learning platforms that provide personalized interventions in the areas of reading and language, a unified intervention system delivered by teachers during our Independent Learning Time (ILT) periods, and designing our teacher professional development, coaching and evaluation system to focus on decreasing the above named gaps.

If not previously addressed, identify the two to three most significant ways that the LEA will increase or improve services for low-income students, English learners, and foster youth.

## Increased or Improved services

East Bay Innovation will provide various structures to improve services for our low income, English learner, and foster youth. This year, we will utilize our independent learning time period to better target and provides supports for the aforementioned subgroups. One critical shift we are making in this area is as opposed to students being able to choose which teacher they will go to for ILT, students are now directed in accordance with their greatest need by teachers. This will result in these subgroups getting the targeted support time they need in order to be successful. Moreover, we have also initiated a summer school program that identifies students who have traditionally struggled and will help to provide an additional 4 weeks of remediation and acceleration in the subjects in which they need the most help.

## Budget Summary

Complete the table below. LEAs may include additional information or more detail, including graphics.

DESCRIPTION	AMOUNT
Total General Fund Budget Expenditures For LCAP Year	\$5,341,868
Total Funds Budgeted for Planned Actions/Services to Meet The Goals in the LCAP for LCAP Year	\$513,080.00

The LCAP is intended to be a comprehensive planning tool but may not describe all General Fund Budget Expenditures. Briefly describe any of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP.

While our LCAP covers many of our largest expenditures, it does not cover some of our general operating costs that are drawn from the general fund. For example, we pay for our facilities costs through the general fund and LCAP does not cover this expense. Special Education is another major general fund expense that is not cover in this LCAP. Other major expenses that are drawn from the general fund that are not covered in this LCAP are utilities and intercession.

DESCRIPTION	AMOUNT
Total Projected LCFF Revenues for LCAP Year	\$3,840,467

# Annual Update

## LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 1

Provide and maintain basic services for students and school.

State and/or Local Priorities addressed by this goal:

- State Priorities:
- Priority 1: Basic (Conditions of Learning)
  - Priority 2: State Standards (Conditions of Learning)
  - Priority 3: Parental Involvement (Engagement)
  - Priority 6: School Climate (Engagement)
  - Priority 7: Course Access (Conditions of Learning)

Local Priorities:

### Annual Measurable Outcomes

Expected

Actual

**Metric/Indicator**

90% of core academic teachers will be NCLB compliant.

**17-18**

- 95% of core academic teachers will be NCLB compliant.
- 85% of faculty reaches Personal Educator Plan goals.
- 85 % teacher satisfaction on community survey.
- 95% of students will be prepared to take A-G courses in high school.
- 95% "Good" ratings on SARC.

**Baseline**

94.7% of core academic teachers are NCLB compliant.

**Metric/Indicator**

85% of faculty reaches Personal Educator Plan goals.

**Expected**

**Actual**

<p><b>17-18</b> 85% of faculty reaches Personal Educator Plan goals.</p> <p><b>Baseline</b> 80% of faculty reaches Personal Educator Plan goals.</p>	
<p><b>Metric/Indicator</b> 85% teacher satisfaction on community survey.</p> <p><b>17-18</b> 85% teacher satisfaction on community survey.</p> <p><b>Baseline</b> 83% teacher satisfaction on community survey.</p>	
<p><b>Metric/Indicator</b> 95% of students will be prepared to take A-G courses in high school.</p> <p><b>17-18</b> 95% of students will be prepared to take A-G courses in high school.</p> <p><b>Baseline</b> 90% of students prepared to take A-G courses in high school.</p>	
<p><b>Metric/Indicator</b> 95% "Good" ratings on SARC.</p> <p><b>17-18</b> 95% "Good" ratings on SARC.</p> <p><b>Baseline</b> 100% for those metrics owned or influenced by the LEA.</p>	

**Actions / Services**

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

**Action 1**

Planned  
Actions/Services

Actual  
Actions/Services

Budgeted  
Expenditures

Estimated Actual  
Expenditures



Provide professional development and support to ensure teaching staff delivers creative, personalized and innovative learning experiences to all students.

Provided PD to all staff, including BTSA training for new teachers and curriculum/pedagogy training for math.

Professional Development 5000-5999: Services And Other Operating Expenditures LCFF 25,613

Professional Development 5000-5999: Services And Other Operating Expenditures LCFF 26913

## Action 2

### Planned Actions/Services

Ensure proper technology is in place so that all students can access curriculum and demonstrate mastery of material digitally.

### Actual Actions/Services

Provided one-to-one Chromebook access to all students as well as tech support

### Budgeted Expenditures

Chromebook purchases and replacements 4000-4999: Books And Supplies LCFF 58000

### Estimated Actual Expenditures

Chromebook purchases LCFF 56958

## Action 3

### Planned Actions/Services

Provide equal course access to all students on a college preparatory track.

### Actual Actions/Services

### Budgeted Expenditures

Staff tech needs 4000-4999: Books And Supplies LCFF 8,500

### Estimated Actual Expenditures

Blended Learning curriculum and assessment - Achieve3000, ThinkThrough Math, Schoology, NWEA MAP, PSATs, AP exams 4000-4999: Books And Supplies LCFF 19605

## Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Implementation of professional development sessions related to human resources (HR, credentialing, etc.) and professional educator plan goal setting. Implementation of internal and external staff surveys to track community satisfaction with school program.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Increase in community satisfaction as demonstrated on surveys, increase in credentialing compliance as demonstrated by human resources credential tracking, coaching and supervision.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

None at this time.

# Annual Update

## LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 2

Create a culture of caring and responsibility, where students feel safe and supported.

State and/or Local Priorities addressed by this goal:

State Priorities:     Priority 5: Pupil Engagement (Engagement)  
                               Priority 6: School Climate (Engagement)

Local Priorities:

### Annual Measurable Outcomes

Expected

Actual

**Metric/Indicator**

- 100% compliant.

**17-18**

- 100% compliant.

**Baseline**

- 100% compliant.

**Metric/Indicator**

90% of students report feeling “part of the EBIA community”.

**17-18**

90% of students report feeling “part of the EBIA community”.

**Expected**

**Actual**

<p><b>Baseline</b> 83% of students report feeling “part of the EBIA community”.</p>	
<p><b>Metric/Indicator</b> 90% of students report feeling safe and supported on campus. <b>17-18</b> 90% of students report feeling safe and supported on campus. <b>Baseline</b> 80% of students report feeling safe and supported on campus.</p>	
<p><b>Metric/Indicator</b> &lt;10% suspension rate. <b>17-18</b> &lt;10% suspension rate. <b>Baseline</b> &lt;10% suspension rate.</p>	
<p><b>Metric/Indicator</b> 85% of students score proficient or advanced on SEL rubric. <b>17-18</b> 85% of students score proficient or advanced on SEL rubric. <b>Baseline</b> 73% of students score proficient or advanced on SEL rubric</p>	

**Actions / Services**

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

**Action 1**

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Implement daily Morning Meeting and Advisory times to create a sense of community and to honor	Advisory training	Advisory support \$7,097	School culture and climate support from contractor to build systems 5000-5999: Services

students embracing the Innovator norms.

And Other Operating Expenditures 22300

### Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Train and support all staff on positive school culture and discipline plan.		Professional Development - train DESEL who in turn established curriculum and support and facilitates ongoing development and sustainability of school culture and discipline plan. The Dean of Studentes performs this function at the High School. \$3,821	In-house training for DESEL 1000-1999: Certificated Personnel Salaries LCFF \$6000

### Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Teach social-emotional curriculum and embed it throughout curricula.		instructional materials for social-emotional learning curriculum. \$68,779	Whole Human Project/curricula, Wildwood training, RJ Coordinator services 26900

## Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

EBIA's school culture and climate is built around the idea that faculty will provide personalized academic, social and emotional support services to students throughout their day. In its inaugural year, the school has divided this work into two major streams. One is via our school's advisory program. All students are organized into 16-18 student advisories with an assigned advisor who loop up with them across grades 6-8, and another advisory that loops up with them across grade 9-12. This advisor teaches students a diverse social emotional learning curriculum that touches on such topics as goal setting, conflict resolution, identity development and individual organization and project management. Students work with their advisor to develop a personalized learning plan monitored by the student, advisor and family across the year and containing goals for academic and social emotional growth. The second is our school's social-emotional learning curriculum. Advisories meet for 45 min., once a week, to discuss topics related to social emotional

learning – communication, relationships, health education, etc. EBIA has used curricular resources for SEL from Wildwood, Whole Human Project and High Resolves.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Our current school culture and climate plan is monitored via our yearly school culture and climate survey (the School Climate Assessment Inventory run by Seneca Family Services), along with our tracking of predictive data associated with school culture – attendance, suspensions, etc. In the 2017-2018 schoolyear, EBIA was able to strategically react to this data by providing staff with SEL focused professional development, as well as providing a staff stipend for a staff member to serve as a restorative justice coordinator. These changes have produced more positive outcomes on interim culture and climate surveys for students, as well as a decrease in Tier III student conflict.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Plan is directly aligned to the goal of decreasing suspension rate across all student groups.

# Annual Update

## LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 3

Provide a coherent 21st century program that offers new, innovative and alternative educational experiences.

State and/or Local Priorities addressed by this goal:

- State Priorities:
- Priority 1: Basic (Conditions of Learning)
  - Priority 2: State Standards (Conditions of Learning)
  - Priority 3: Parental Involvement (Engagement)
  - Priority 4: Pupil Achievement (Pupil Outcomes)
  - Priority 5: Pupil Engagement (Engagement)
  - Priority 6: School Climate (Engagement)

Local Priorities:

### Annual Measurable Outcomes

Expected

Actual

**Metric/Indicator**

- 90% of students will be able to describe the principles of design thinking and how they've applied those principles to their work.

**17-18**

- 90% of students will be able to describe the principles of design thinking and how they've applied those principles to their work.

**Baseline**

75% able to quantify until end of school year the % of students able to describe the principles of design thinking and how they've applied those principles to their work.

**Metric/Indicator**

- Blended Learning will be integrated into 30%-35% of the curriculum.

**Expected**

**Actual**

**17-18**  
 - Blended Learning will be integrated into 30%-35% of the curriculum.

**Baseline**  
 • Blended learning is integrated into 40% of the curriculum.

**Metric/Indicator**  
 - All students will exhibit one culminating project at the end of the semester and at the end of the year.

**17-18**  
 - All students will exhibit one culminating project at the end of the semester and at the end of the year.

**Baseline**  
 • By the end of the school year, students will have exhibited at least two culminating projects.

**Metric/Indicator**  
 - 85% of students will successfully complete all goals in Personalized Learning Plan.

**17-18**  
 - 85% of students will successfully complete all goals in Personalized Learning Plan.

**Baseline**  
 • 75% of students are on track to successfully complete all goals in their Personalized

**Metric/Indicator**  
 - Students will make 5% targeted growth from beginning of year to end of year on established diagnostic.

**17-18**  
 - Students will make 5% targeted growth from beginning of year to end of year on established diagnostic.

**Baseline**  
 across all grades, 85% of students attended growth metric.

**Actions / Services**

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.



### Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Train all staff and students on design thinking principles and incorporate those principles in all phases of work.		Professional Development \$113,277	In-house training by DIIs, PD included above \$70,000

### Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Students will be offered blended learning opportunities to access the curriculum in a personalized, differentiated approach		Curriculum materials and supplies. \$92,908	Materials and supplies, curriculum, core curriculum, ed tech \$66619

### Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Students will collaborate, manage change and take ownership of their learning experiences.		Included above. \$92,908	Included above \$66619

## Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Implementation of internal and external academic assessments to track student growth (SBAC, NWEA MAP assessments, ELPAC assessments). Professional development for staff around project based learning, blended learning and standards alignment. Implementation of intersession program. Implementation of Capstone projects and end of year exhibition.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Increase in SBAC and NWEA MAP performance across grade levels, subject areas and subpopulations.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

None at this time.

# Annual Update

## LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 4

Maintain very high attendance to ensure school receives state money, via ADA, to succeed.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 5: Pupil Engagement (Engagement)  
Priority 6: School Climate (Engagement)

Local Priorities:

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b> - Achieve 95% attendance rate.</p> <p><b>17-18</b> - Achieve 95% attendance rate.</p> <p><b>Baseline</b> Achieved a 96% attendance rate for middle school, 92% for high school.</p>	

### Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

#### Action 1

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Implement system for positive and/or perfect attendance.		Illuminate \$30,000	Illuminate \$17,000

**Action 2**

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Communicate daily with families about student absences.		Upper School Dean of Students \$30,000	Included above and School Messenger (\$2000) \$19,000

**Action 3**

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Develop a strategic intervention system for students falling below 90% attendance rate.		Included above. \$30,000	Included above \$19,000

**Analysis**

Complete a copy of the following table for each of the LEA’s goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Ongoing communication and meetings with families to align attendance to positive school culture and climate and academic goals. Attendance tracking through the use of our Student Information System. Use of robocall system to alert families of tardiness and absences. Use of SARB and SST systems to complete outreach to families as related to attendance and intervene as necessary.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Ability to maintain target average daily attendance. Increased communication with families. Increased supports and intervention for high needs students.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

None at this time.

# Annual Update

## LCAP Year Reviewed: 2017-18

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

### Goal 5

No Goal Stated

State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

### Annual Measurable Outcomes

Expected

Actual

### Actions / Services

Duplicate the Actions/Services from the prior year LCAP and complete a copy of the following table for each. Duplicate the table as needed.

#### Action 1

### Analysis

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed. Use actual annual measurable outcome data, including performance data from the LCFF Evaluation Rubrics, as applicable.

Describe the overall implementation of the actions/services to achieve the articulated goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

# Stakeholder Engagement

LCAP Year: **2018-19**

## Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

East Bay Innovation Academy has consulted with a wide variety of constituents in the planning process for this LCAP/Annual Review and Analysis. Specifically, we have:

1. Held parent meetings through our monthly “Cafelitos” (6/2)
2. Administered the Seneca School Climate Survey to parents, students, and staff
3. Held daily staff meetings
4. Held monthly board meetings

## Impact on LCAP and Annual Update

How did these consultations impact the LCAP for the upcoming year?

These consultations have impacted us in the following ways:

1. We have delayed the purchasing of edtec software platforms and also adjusted the platforms we would have purchased in speaking with parents and teachers.
2. We have focused on further developing our social emotional curriculum so that we are able to increase the capacity of our at risk students to be able to function well.
3. We have worked to further enhance our professional development structure through the addition of teacher leadership positions such as Grade Level Team Leads.



# Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

## Goal 1

Provide and maintain basic services for students and school.

### State and/or Local Priorities addressed by this goal:

- State Priorities:
- Priority 1: Basic (Conditions of Learning)
  - Priority 2: State Standards (Conditions of Learning)
  - Priority 3: Parental Involvement (Engagement)
  - Priority 6: School Climate (Engagement)
  - Priority 7: Course Access (Conditions of Learning)

Local Priorities:

### Identified Need:

High quality teaching staff and rigorous academic program

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<ul style="list-style-type: none"> <li>• 90% of core academic teachers will be NCLB compliant.</li> </ul>	<ul style="list-style-type: none"> <li>• 94.7% of core academic teachers are NCLB compliant.</li> </ul>	<ul style="list-style-type: none"> <li>- 95% of core academic teachers will be NCLB compliant.</li> </ul>	<ul style="list-style-type: none"> <li>- 100% of core academic teachers will be NCLB compliant.</li> </ul>	<ul style="list-style-type: none"> <li>- 100% of core academic teachers will be NCLB compliant.</li> </ul>
<ul style="list-style-type: none"> <li>• 85% of faculty reaches Personal Educator Plan goals.</li> </ul>	<ul style="list-style-type: none"> <li>• Not able to quantify % of faculty that has reached Personal</li> </ul>	<ul style="list-style-type: none"> <li>• 90% of faculty reaches Personal Educator Plan goals.</li> </ul>	<ul style="list-style-type: none"> <li>• 95% of faculty reaches Personal Educator Plan goals.</li> </ul>	<ul style="list-style-type: none"> <li>• 100% of faculty reaches Personal Educator Plan goals.</li> </ul>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	Educator Plan goals until end of school year.			
• 85% teacher satisfaction on community survey.	• 93% teacher satisfaction on community survey.	• 85% teacher satisfaction on community survey.	• 90% teacher satisfaction on community survey.	• 95% teacher satisfaction on community survey.
• 95% of students will be prepared to take A-G courses in high school.	• 95% of students prepared to take A-G courses in high school.	• 95% of students will be prepared to take A-G courses in high school.	• 100% of students will be prepared to take A-G courses in high school.	• 100% of students will be prepared to take A-G courses in high school.
• 95% "Good" ratings on SARC.	• 100% for those metrics owned or influenced by the LEA.	• 95% "Good" ratings on SARC.	• 100% "Good" ratings on SARC.	• 100% "Good" ratings on SARC.

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All  
[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

English Learners Foster Youth Low Income [Add Students to be Served selection here]	LEA-wide Schoolwide [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]
--	--	---

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Unchanged Action	Unchanged Action	Unchanged Action

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Provide professional development and support to ensure teaching staff delivers creative, personalized and innovative learning experiences to all students.	Provide professional development and support to ensure teaching staff delivers creative, personalized and innovative learning experiences to all students.	Provide professional development and support to ensure teaching staff delivers creative, personalized and innovative learning experiences to all students.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	26,913	20000	20400
Budget Reference	Professional Development	Professional Development	Professional Development

**Action 2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

<p><b>Students to be Served:</b> (Select from All, Students with Disabilities, or Specific Student Groups)</p> <p>All [Add Students to be Served selection here]</p>	<p><b>Location(s):</b> (Select from All Schools, Specific Schools, and/or Specific Grade Spans)</p> <p>All Schools [Add Location(s) selection here]</p>
--	---

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
 Foster Youth  
 Low Income  
 [Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
 [Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
 [Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

**2017-18 Actions/Services**

Ensure proper technology is in place so that all students can access curriculum and demonstrate mastery of material digitally.

**2018-19 Actions/Services**

Ensure proper technology is in place so that all students can access curriculum and demonstrate mastery of material digitally.

**2019-20 Actions/Services**

Ensure proper technology is in place so that all students can access curriculum and demonstrate mastery of material digitally.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	56958	128600	93,600
Budget Reference	student Chromebooks-100 machines for new students and 50% of 1st year computers replaced	student Chromebooks- new fleets to replace outdated fleets for two grade levels	Chromebook replacements and new purchases

**Action 3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All  
 [Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
 [Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
 Foster Youth  
 Low Income  
 [Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
 [Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
 [Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

**2017-18 Actions/Services**

Provide equal course access to all students on a college preparatory track.

**2018-19 Actions/Services**

Provide equal course access to all students on a college preparatory track.

**2019-20 Actions/Services**

Provide equal course access to all students on a college preparatory track.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	19605	48700	70380
Source	LCFF	LCFF	LCFF
Budget Reference	4000-4999: Books And Supplies blended learning tech	4000-4999: Books And Supplies blended learning tech	4000-4999: Books And Supplies blended learning tech

# Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

## Goal 2

Create a culture of caring and responsibility, where students feel safe and supported.

### State and/or Local Priorities addressed by this goal:

State Priorities: Priority 5: Pupil Engagement (Engagement)  
Priority 6: School Climate (Engagement)

Local Priorities:

### Identified Need:

Positive and safe school culture and climate.

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
<ul style="list-style-type: none"> <li>100% compliant.</li> </ul>	<ul style="list-style-type: none"> <li>100% compliant.</li> </ul>	<ul style="list-style-type: none"> <li>100% compliant.</li> </ul>	<ul style="list-style-type: none"> <li>- 100% compliant.</li> </ul>	<ul style="list-style-type: none"> <li>• 100% compliant.</li> </ul>
<ul style="list-style-type: none"> <li>- 90% of students report feeling "part of the EBIA community".</li> </ul>	<ul style="list-style-type: none"> <li>• 83% of students report feeling "part of the EBIA community".</li> </ul>	<ul style="list-style-type: none"> <li>- 90% of students report feeling "part of the EBIA community".</li> </ul>	<ul style="list-style-type: none"> <li>- 95% of students report feeling "part of the EBIA community".</li> </ul>	<ul style="list-style-type: none"> <li>- 95% of students report feeling "part of the EBIA community".</li> </ul>

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
- 90% of students report feeling safe and supported on campus.	• N/A of students report feeling safe and supported on campus.	- 90% of students report feeling safe and supported on campus.	- 95% of students report feeling safe and supported on campus.	- 95% of students report feeling safe and supported on campus.
- <10% suspension rate.	• <10% suspension rate.	- <10% suspension rate.	- <5% suspension rate.	- <5% suspension rate.
- 85% of students score proficient or advanced on SEL rubric.	N/A of students score proficient or advanced on SEL rubric	- 85% of students score proficient or advanced on SEL rubric.	- 90% of students score proficient or advanced on SEL rubric.	- 95% of students score proficient or advanced on SEL rubric.

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All  
[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income  
[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

Unchanged Action

Unchanged Action

2017-18 Actions/Services

Implement daily Morning Meeting and Advisory times to create a sense of community and to honor students embracing the Innovator norms.

2018-19 Actions/Services

Implement daily Morning Meeting and Advisory times to create a sense of community and to honor students embracing the Innovator norms.

2019-20 Actions/Services

Implement daily Morning Meeting and Advisory times to create a sense of community and to honor students embracing the Innovator norms.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	22300	20000	20400
Source		LCFF	LCFF
Budget Reference	5000-5999: Services And Other Operating Expenditures School culture and climate support from contractor to build systems	1000-1999: Certificated Personnel Salaries Staff and DESEL and Director of Innovative Instruction establish curriculum for lesson planning and work collaboratively with staff to educate to the Innovator Norms and facilitate during Morning Meeting and Advisory. Teaching staff are trained during Professional Development days and DESEL attends conferences/workshops and trains teachers.	1000-1999: Certificated Personnel Salaries Staff and DESEL and Director of Innovative Instruction establish curriculum for lesson planning and work collaboratively with staff to educate to the Innovator Norms and facilitate during Morning Meeting and Advisory. Teaching staff are trained during Professional Development days and DESEL attends conferences/workshops and trains teachers.

**Action 2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All  
[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]



**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income  
[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

**2017-18 Actions/Services**

Train and support all staff on positive school culture and discipline plan.

**2018-19 Actions/Services**

Train and support all staff on positive school culture and discipline plan.

**2019-20 Actions/Services**

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	6000	6180	6365
Source	LCFF	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries train DESEL who in turn established curriculum and support and facilitates ongoing development and sustainability of school culture and discipline plan. The Director of Innovative Instruction performs this function at the High School.	1000-1999: Certificated Personnel Salaries train DESEL who in turn established curriculum and support and facilitates ongoing development and sustainability of school culture and discipline plan. The Director of Innovative Instruction performs this function at the High School.	train DESEL who in turn established curriculum and support and facilitates ongoing development and sustainability of school culture and discipline plan. The Director of Innovative Instruction performs this function at the High School.

**Action 3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All  
[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income  
[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Teach social-emotional curriculum and embed it throughout curricula.

2018-19 Actions/Services

Teach social-emotional curriculum and embed it throughout curricula.

2019-20 Actions/Services

Teach social-emotional curriculum and embed it throughout curricula.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	26900	41200	42436
Source	LCFF	LCFF	LCFF
Budget Reference	Whole Human Project/curricula, Wildwood training, and Restorative Justice Coordinator services	1000-1999: Certificated Personnel Salaries 0.5 FTE of DESEL to develop and embed in curriculum	1000-1999: Certificated Personnel Salaries 0.5 FTE of DESEL to develop and embed in curriculum



# Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

## Goal 3

Provide a coherent 21st century program that offers new, innovative and alternative educational experiences.

### State and/or Local Priorities addressed by this goal:

- State Priorities:
- Priority 1: Basic (Conditions of Learning)
  - Priority 2: State Standards (Conditions of Learning)
  - Priority 3: Parental Involvement (Engagement)
  - Priority 4: Pupil Achievement (Pupil Outcomes)
  - Priority 5: Pupil Engagement (Engagement)
  - Priority 6: School Climate (Engagement)

Local Priorities:

### Identified Need:

Alignment of mission and vision to school program implementation.

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
- 90% of students will be able to describe the principles of design thinking and how they've applied those principles to their work.	- 93% of students will be able to describe the principles of design thinking and how they've applied those principles to their work.	- 95% of students will be able to describe the principles of design thinking and how they've applied those principles to their work.	<ul style="list-style-type: none"> <li>• 100% of students will be able to describe the principles of design thinking and how they've applied those principles to their work.</li> </ul>	- 100% of students will be able to describe the principles of design thinking and how they've applied those principles to their work.

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
- Blended Learning will be integrated into 30%-35% of the curriculum.	• Blended learning is integrated into 40% of the curriculum.	- Blended Learning will be integrated into 50% of the curriculum.	- Blended Learning will be integrated into 60% of the curriculum.	- Blended Learning will be integrated into 70% of the curriculum.
- All students will exhibit one culminating project at the end of the semester and at the end of the year.	• By the end of the school year, students will have exhibited at least two culminating projects.	- All students will exhibit one culminating project at the end of the semester and at the end of the year.	- All students will exhibit one culminating project at the end of the semester and at the end of the year.	- All students will exhibit one culminating project at the end of the semester and at the end of the year.
- 85% of students will successfully complete all goals in Personalized Learning Plan.	• 75% of students are on track to successfully complete all goals in their Personalized	- 85% of students will successfully complete all goals in Personalized Learning Plan.	- 90% of students will successfully complete all goals in Personalized Learning Plan.	- 95% of students will successfully complete all goals in Personalized Learning Plan.
75% of Students will make 5% targeted growth from beginning of year to end of year on established diagnostic.	86% of Students will make 5% targeted growth from beginning of year to end of year on established diagnostic.	90% of Students will make 5% targeted growth from beginning of year to end of year on established diagnostic.	95% of Students will make 5% targeted growth from beginning of year to end of year on established diagnostic.	100% of Students will make 5% targeted growth from beginning of year to end of year on established diagnostic.

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All

[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

[Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
 Foster Youth  
 Low Income  
 [Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
 [Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
 [Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Train all staff and students on design thinking principles and incorporate those principles in all phases of work.

2018-19 Actions/Services

Train all staff and students on design thinking principles and incorporate those principles in all phases of work.

2019-20 Actions/Services

Train all staff and students on design thinking principles and incorporate those principles in all phases of work.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	70000	40000	40000
Source	LCFF	LCFF	LCFF
Budget Reference	1000-1999: Certificated Personnel Salaries In-house training by DIIs, PD included above	1000-1999: Certificated Personnel Salaries In-house training by DIIs	1000-1999: Certificated Personnel Salaries in-house training by DIIs

**Action 2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All  
[Add Students to be Served selection here]

All Schools  
[Add Location(s) selection here]

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
(Select from English Learners, Foster Youth, and/or Low Income)  
English Learners  
Foster Youth  
Low Income  
[Add Students to be Served selection here]

**Scope of Services:**  
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))  
LEA-wide  
[Add Scope of Services selection here]

**Location(s):**  
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)  
All Schools  
[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18  
Unchanged Action

Select from New, Modified, or Unchanged for 2018-19  
Unchanged Action

Select from New, Modified, or Unchanged for 2019-20  
Unchanged Action

2017-18 Actions/Services  
Students will be offered blended learning opportunities to access the curriculum in a personalized, differentiated approach

2018-19 Actions/Services  
Students will be offered blended learning opportunities to access the curriculum in a personalized, differentiated approach

2019-20 Actions/Services  
Students will be offered blended learning opportunities to access the curriculum in a personalized, differentiated approach

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	66619	48700	70380
Source	LCFF	LCFF	LCFF
Budget Reference	4000-4999: Books And Supplies Materials and supplies, curriculum, edtech	4000-4999: Books And Supplies Included above in goal 1	4000-4999: Books And Supplies Included above in goal 1

**Action 3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All  
[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income  
[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

**2017-18 Actions/Services**

Students will collaborate, manage change and take ownership of their learning experiences through project based learning curriculum resources.

**2018-19 Actions/Services**

Students will collaborate, manage change and take ownership of their learning experiences through project based learning curriculum resources.

**2019-20 Actions/Services**

Students will collaborate, manage change and take ownership of their learning experiences through project based learning curriculum resources.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	66619	48700	70380
Budget Reference	Included above.	Included above.	Included above.



# Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

Unchanged Goal

## Goal 4

Maintain very high attendance to ensure school receives state money, via ADA, to succeed.

### State and/or Local Priorities addressed by this goal:

State Priorities: Priority 5: Pupil Engagement (Engagement)  
Priority 6: School Climate (Engagement)

Local Priorities:

### Identified Need:

Consistent attendance from all student subpopulations.

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
- Achieve 95% attendance rate.	Achieved a 96% attendance rate.	- Achieve 95% attendance rate.	- Achieve 95% attendance rate.	- Achieve 95% attendance rate.

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All  
[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income  
[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Implement system for positive and family communication regarding student attendance.

2018-19 Actions/Services

Implement system for positive and family communication regarding student attendance.

2019-20 Actions/Services

Implement system for positive and family communication regarding student attendance.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	17000	37000	37740
Budget Reference	Illuminate	Illuminate and Echo	Illuminate and Echo

**Action 2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All  
[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income  
[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Communicate daily with families about student absences.

2018-19 Actions/Services

Communicate daily with families about student absences.

2019-20 Actions/Services

Communicate daily with families about student absences.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	19000	37000	37400
Budget Reference	Included above and school messenger	Included above.	(included above)

**Action 3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All  
[Add Students to be Served selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners  
Foster Youth  
Low Income  
[Add Students to be Served selection here]

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide  
[Add Scope of Services selection here]

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools  
[Add Location(s) selection here]

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged Action

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2017-18 Actions/Services

Develop a strategic intervention system for students falling below 90% attendance rate.

2018-19 Actions/Services

Develop a strategic intervention system for students falling below 90% attendance rate.

2019-20 Actions/Services

Develop a strategic intervention system for students falling below 90% attendance rate.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	19000	37000	37740
Budget Reference	Included above.	Included above.	(included above)

# Goals, Actions, & Services

Strategic Planning Details and Accountability

Complete a copy of the following table for each of the LEA's goals. Duplicate the table as needed.

(Select from New Goal, Modified Goal, or Unchanged Goal)

New Goal

## Goal 5

### State and/or Local Priorities addressed by this goal:

State Priorities:

Local Priorities:

### Identified Need:

### Expected Annual Measurable Outcomes

Metrics/Indicators

Baseline

2017-18

2018-19

2019-20

## Planned Actions / Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 1

OR

Actions/Services

Budgeted Expenditures



## Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2018-19**

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$

%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

## Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2017-18**

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$118,515

3.15%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

Current year estimated supplemental and concentration grant funding in the LCAP year. EBIA works to support low income, foster youth and English learner pupils in a number of ways. First, all students in these subpopulations are paired with an advisory with whom they will loop up across grades 6-12. These advisors receive professional development in executing a social emotional learning curriculum that develops communication, collaboration, self-directed learning and growth mindset in students. Further, these advisors work with student families to ensure the academic and social emotional learning success of all students. They meet regularly with families and work with students to develop a personalized learning plan that includes college and career readiness skills. Academically, EBIA supports an inclusion model of differentiated instruction to ensure that students who enter at instructional levels across the K-12 spectrum are able to be academically supported and challenged while ensuring they remain a part of the general education classroom. EBIA use of blended learning platforms such as Accelerated Math, Google Apps for Education and Curriculet personalize learning to support language acquisition for English learners, and the cloud-based blended learning tools offer easily accessible academic support for students in transitional housing.



## Addendum

*The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.*

*For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.*

*If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.*

*Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.*

*For questions related to specific sections of the template, please see instructions below:*

## Instructions: Linked Table of Contents

Plan Summary

Annual Update

Stakeholder Engagement

Goals, Actions, and Services

Planned Actions/Services

Demonstration of Increased or Improved Services for Unduplicated Students

*For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Plan Summary

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year. When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the LCFF Evaluation Rubrics data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to LCFF Evaluation Rubrics means the evaluation rubrics adopted by the State Board of Education under *EC* Section 52064.5.

## Budget Summary

The LEA must complete the LCAP Budget Summary table as follows:

- Total LEA General Fund Budget Expenditures for the LCAP Year:** This amount is the LEA's total budgeted General Fund expenditures for the LCAP year. The LCAP year means the fiscal year for which an LCAP is adopted or updated by July 1. The General Fund is the main operating fund of the LEA and accounts for all activities not accounted for in another fund. All activities are reported in the General Fund unless there is a compelling reason to account for an activity in another fund. For further information please refer to the *California School Accounting Manual* (<http://www.cde.ca.gov/fg/ac/sa/>). (Note: For some charter schools that follow governmental fund accounting, this amount is the total budgeted expenditures in the Charter Schools Special Revenue Fund. For charter schools that follow the not-for-profit accounting model, this amount is total budgeted expenses, such as those budgeted in the Charter Schools Enterprise Fund.)
- Total Funds Budgeted for Planned Actions/Services to Meet the Goals in the LCAP for the LCAP Year:** This amount is the total of the budgeted expenditures associated with

the actions/services included for the LCAP year from all sources of funds, as reflected in the LCAP. To the extent actions/services and/or expenditures are listed in the LCAP under more than one goal, the expenditures should be counted only once.

- **Description of any use(s) of the General Fund Budget Expenditures specified above for the LCAP year not included in the LCAP:** Briefly describe expenditures included in total General Fund Expenditures that are not included in the total funds budgeted for planned actions/services for the LCAP year. (Note: The total funds budgeted for planned actions/services may include funds other than general fund expenditures.)
- **Total Projected LCFF Revenues for LCAP Year:** This amount is the total amount of LCFF funding the LEA estimates it will receive pursuant to *EC* sections 42238.02 (for school districts and charter schools) and 2574 (for county offices of education), as implemented by *EC* sections 42238.03 and 2575 for the LCAP year respectively.

## Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's\* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

\* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

## Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

## Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

## Analysis

Using actual annual measurable outcome data, including data from the LCFF Evaluation Rubrics, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided

in the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

## Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. *EC* identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. *EC* requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, *EC* Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.

The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

**Instructions:** The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

**School districts and county offices of education:** Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

**Charter schools:** Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

## Goals, Actions, and Services

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

**School districts and county offices of education:** The LCAP is a three-year plan, which is reviewed and updated annually, as required.

**Charter schools:** The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

**New, Modified, Unchanged**

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

**Goal**

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

**Related State and/or Local Priorities**

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. ([Link to State Priorities](#))

**Identified Need**

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the LCFF Evaluation Rubrics, as applicable.

**Expected Annual Measurable Outcomes**

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the [LCAP Template Appendix, sections \(a\) through \(d\)](#).

**Planned Actions/Services**

For each action/service, the LEA must complete either the section "For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

**For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement****Students to be Served**

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering "All", "Students with Disabilities", or "Specific Student

Group(s)". If "Specific Student Group(s)" is entered, identify the specific student group(s) as appropriate.

#### Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

**Charter schools** operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering "Specific Schools" and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, "All Schools" and "Specific Schools" may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

### **For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:**

#### Students to be Served

For any action/service contributing to the LEA's overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

#### Scope of Service

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating "LEA-wide", "Schoolwide", or "Limited to Unduplicated Student Group(s)". The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter "LEA-wide."
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter "schoolwide".
- If the action/service being funded and provided is limited to the unduplicated students identified in "Students to be Served", enter "Limited to Unduplicated Student Group(s)".

**For charter schools and single-school school districts**, "LEA-wide" and "Schoolwide" may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use "LEA-wide" to refer to all schools under the charter and use "Schoolwide" to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use "LEA-wide" or "Schoolwide" provided these terms are used in a consistent manner through the LCAP.

#### Location(s)

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

**Charter schools** operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

### **Actions/Services**

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the “Action #” box for ease of reference.

#### **New/Modified/Unchanged:**

- Enter “New Action” if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter “Modified Action” if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter “Unchanged Action” if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
  - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter “Unchanged Action” and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

**Note:** The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

**Charter schools** may complete the LCAP to align with the term of the charter school’s budget that is submitted to the school’s authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the “Goals, Actions, and Services” section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

### **Budgeted Expenditures**

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *EC* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

## Demonstration of Increased or Improved Services for Unduplicated Students

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the “Demonstration of Increased or Improved Services for Unduplicated Students” table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

### Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496(a)(5).

### Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.



- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

# State Priorities

**Priority 1: Basic Services** addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair.

**Priority 2: Implementation of State Standards** addresses:

- A. The implementation of state board adopted academic content and performance standards for all students, which are:
  - a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
  - b. Mathematics – CCSS for Mathematics
  - c. English Language Development (ELD)
  - d. Career Technical Education
  - e. Health Education Content Standards
  - f. History-Social Science
  - g. Model School Library Standards
  - h. Physical Education Model Content Standards
  - i. Next Generation Science Standards
  - j. Visual and Performing Arts
  - k. World Language; and
- B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

**Priority 3: Parental Involvement** addresses:

- A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
- B. How the school district will promote parental participation in programs for unduplicated pupils; and
- C. How the school district will promote parental participation in programs for individuals with exceptional needs.

**Priority 4: Pupil Achievement** as measured by all of the following, as applicable:

- A. Statewide assessments;
- B. The Academic Performance Index;
- C. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
- D. The percentage of English learner pupils who make progress toward English proficiency as measured by the California English Language Development Test (CELDT);
- E. The English learner reclassification rate;
- F. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
- G. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

**Priority 5: Pupil Engagement** as measured by all of the following, as applicable:

- A. School attendance rates;
- B. Chronic absenteeism rates;
- C. Middle school dropout rates;
- D. High school dropout rates; and
- E. High school graduation rates;

**Priority 6: School Climate** as measured by all of the following, as applicable:

- A. Pupil suspension rates;
- B. Pupil expulsion rates; and
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

**Priority 7: Course Access** addresses the extent to which pupils have access to and are enrolled in:

- A. S broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
- B. Programs and services developed and provided to unduplicated pupils; and
- C. Programs and services developed and provided to individuals with exceptional needs.

**Priority 8: Pupil Outcomes** addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

**Priority 9: Coordination of Instruction of Expelled Pupils (COE Only)** addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

**Priority 10. Coordination of Services for Foster Youth (COE Only)** addresses how the county superintendent of schools will coordinate services for foster children, including:

- A. Working with the county child welfare agency to minimize changes in school placement
- B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
- C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
- D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

**Local Priorities** address:

- A. Local priority goals; and
- B. Methods for measuring progress toward local goals.

# APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

- (a) “Chronic absenteeism rate” shall be calculated as follows:
- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where “chronic absentee” means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
  - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  - (3) Divide (1) by (2).
- (b) “Middle School dropout rate” shall be calculated as set forth in 5 *CCR* Section 1039.1.
- (c) “High school dropout rate” shall be calculated as follows:
- (1) The number of cohort members who dropout by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  - (2) The total number of cohort members.
  - (3) Divide (1) by (2).
- (d) “High school graduation rate” shall be calculated as follows:
- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where “cohort” is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  - (2) The total number of cohort members.
  - (3) Divide (1) by (2).
- (e) “Suspension rate” shall be calculated as follows:
- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
  - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  - (3) Divide (1) by (2).
- (f) “Expulsion rate” shall be calculated as follows:
- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
  - (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
  - (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001,; 20 U.S.C. Sections 6312 and 6314.

## APPENDIX B: GUIDING QUESTIONS

### Guiding Questions: Annual Review and Analysis

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *EC* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

### Guiding Questions: Stakeholder Engagement

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

## Guiding Questions: Goals, Actions, and Services

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

*Prepared by the California Department of Education, October 2016*

## LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	2017-18 Annual Update Budgeted	2017-18 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Funding Sources	560,903.00	416,914.00	416,914.00	513,080.00	547,221.00	1,477,215.00
	468,790.00	307,438.00	227,790.00	308,300.00	297,260.00	833,350.00
LCFF	92,113.00	109,476.00	189,124.00	204,780.00	249,961.00	643,865.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Object Type</b>						
<b>Object Type</b>	<b>2017-18 Annual Update Budgeted</b>	<b>2017-18 Annual Update Actual</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2017-18 through 2019-20 Total</b>
All Expenditure Types	560,903.00	416,914.00	416,914.00	513,080.00	547,221.00	1,477,215.00
	468,790.00	342,096.00	232,390.00	308,300.00	303,625.00	844,315.00
1000-1999: Certificated Personnel Salaries	0.00	6,000.00	76,000.00	107,380.00	102,836.00	286,216.00
4000-4999: Books And Supplies	66,500.00	19,605.00	86,224.00	97,400.00	140,760.00	324,384.00
5000-5999: Services And Other Operating Expenditures	25,613.00	49,213.00	22,300.00	0.00	0.00	22,300.00

\* Totals based on expenditure amounts in goal and annual update sections.



<b>Total Expenditures by Object Type and Funding Source</b>							
<b>Object Type</b>	<b>Funding Source</b>	<b>2017-18 Annual Update Budgeted</b>	<b>2017-18 Annual Update Actual</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2017-18 through 2019-20 Total</b>
All Expenditure Types	All Funding Sources	560,903.00	416,914.00	416,914.00	513,080.00	547,221.00	1,477,215.00
		468,790.00	285,138.00	205,490.00	308,300.00	297,260.00	811,050.00
	LCFF	0.00	56,958.00	26,900.00	0.00	6,365.00	33,265.00
1000-1999: Certificated Personnel Salaries	LCFF	0.00	6,000.00	76,000.00	107,380.00	102,836.00	286,216.00
4000-4999: Books And Supplies	LCFF	66,500.00	19,605.00	86,224.00	97,400.00	140,760.00	324,384.00
5000-5999: Services And Other Operating Expenditures		0.00	22,300.00	22,300.00	0.00	0.00	22,300.00
5000-5999: Services And Other Operating Expenditures	LCFF	25,613.00	26,913.00	0.00	0.00	0.00	0.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Goal</b>						
<b>Goal</b>	<b>2017-18 Annual Update Budgeted</b>	<b>2017-18 Annual Update Actual</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2017-18 through 2019-20 Total</b>
<b>Goal 1</b>	92,113.00	103,476.00	103,476.00	197,300.00	184,380.00	485,156.00
<b>Goal 2</b>	79,697.00	55,200.00	55,200.00	67,380.00	69,201.00	191,781.00
<b>Goal 3</b>	299,093.00	203,238.00	203,238.00	137,400.00	180,760.00	521,398.00
<b>Goal 4</b>	90,000.00	55,000.00	55,000.00	111,000.00	112,880.00	278,880.00

\* Totals based on expenditure amounts in goal and annual update sections.

# Cover Sheet

## Year to Date Finance Update

**Section:** IV. Finance and Development  
**Item:** B. Year to Date Finance Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** EBIA-17-18 MAY financials-2018.06.13 CF.pdf  
EBIA-17-18 MAY financials-2018.06.13 YTD.pdf

**East Bay Innovation Academy**

Monthly Cash Forecast  
As of May close

	2017/18												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Projected		
<b>Beginning Cash</b>	<b>399,540</b>	<b>387,492</b>	<b>215,785</b>	<b>275,562</b>	<b>174,378</b>	<b>131,435</b>	<b>134,763</b>	<b>178,358</b>	<b>252,361</b>	<b>247,493</b>	<b>305,372</b>	<b>327,992</b>		
<b>Revenue</b>														
LCFF Entitlement	-	166,586	368,789	330,427	273,869	273,869	332,119	272,891	431,576	377,330	360,591	350,268	3,840,467	302,152
Federal Income	-	-	2,227	8,217	1,941	5,796	21,429	-	5,772	18,585	4,941	41,724	142,362	31,731
Other State Income	10,026	9,925	18,091	17,879	17,990	82,347	122,086	57,843	29,982	97,839	65,112	37,324	747,845	181,400
Local Revenues	0	10,892	43,086	(504)	72,854	807	37	20,134	1,348	13,538	(19,808)	26,576	168,961	-
Fundraising and Grants	1,101	16,496	7,152	26,327	34,743	26,672	7,467	207,391	9,094	15,235	56,352	35,970	444,000	-
<b>Total Revenue</b>	<b>11,128</b>	<b>203,899</b>	<b>439,345</b>	<b>382,346</b>	<b>401,397</b>	<b>389,491</b>	<b>483,139</b>	<b>558,259</b>	<b>477,772</b>	<b>522,528</b>	<b>467,187</b>	<b>491,862</b>	<b>5,343,635</b>	<b>515,282</b>
<b>Expenses</b>														
Compensation & Benefits	108,763	298,002	326,531	300,654	302,260	287,420	314,224	292,655	294,734	295,480	292,990	208,054	3,318,766	(3,000)
Books & Supplies	60,408	56,713	10,994	3,988	21,372	6,442	15,461	10,442	11,965	8,208	12,157	15,097	233,247	-
Services & Other Operating Expenses	66,157	95,251	90,721	189,023	175,132	103,914	169,073	135,748	247,308	120,854	165,226	134,310	1,789,854	97,136
Capital Outlay	-	12,175	1,236	(13,411)	267	-	(267)	-	-	-	-	-	-	-
<b>Total Expenses</b>	<b>235,328</b>	<b>462,142</b>	<b>429,482</b>	<b>480,254</b>	<b>499,031</b>	<b>397,777</b>	<b>498,491</b>	<b>438,845</b>	<b>554,007</b>	<b>424,543</b>	<b>470,373</b>	<b>357,462</b>	<b>5,341,868</b>	<b>94,136</b>
<b>Operating Cash Inflow (Outflow)</b>	<b>(224,200)</b>	<b>(258,242)</b>	<b>9,863</b>	<b>(97,908)</b>	<b>(97,633)</b>	<b>(8,285)</b>	<b>(15,352)</b>	<b>119,414</b>	<b>(76,234)</b>	<b>97,985</b>	<b>(3,185)</b>	<b>134,400</b>	<b>1,767</b>	<b>421,146</b>
Revenues - Prior Year Accruals	329,290	99,493	686	17,501	-	-	40,112	(32,766)	6,553	6,553	6,553	13,421		
Expenses - Prior Year Accruals	(838)	(0)	-	(1,882)	(31,563)	-	(31,778)	33,744	-	-	(6,975)	-		
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable - Current Year	(88,497)	(25,579)	37,397	(19,010)	82,920	8,451	47,317	(50,142)	52,488	(50,448)	27,517	-		
Summerholdback for Teachers	(73,542)	12,622	11,832	8,448	11,666	11,494	11,630	12,086	12,325	12,122	1,705	16,305		
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-		
Loans Payable (Long Term)	-	-	-	(8,333)	(8,333)	(8,333)	(8,333)	(8,333)	-	(8,333)	-	-		
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-		
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-		
Other Balance Sheet Changes	45,740	-	-	-	-	-	-	-	-	-	(2,995)	-		
<b>Ending Cash</b>	<b>387,492</b>	<b>215,785</b>	<b>275,562</b>	<b>174,378</b>	<b>131,435</b>	<b>134,763</b>	<b>178,358</b>	<b>252,361</b>	<b>247,493</b>	<b>305,372</b>	<b>327,992</b>	<b>492,117</b>		

**East Bay Innovation Academy**Monthly Cash Forecast  
As of May close

	2018/19												Forecast	AP/AR
	Projected													
	Jul Projected	Aug Projected	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
<b>Beginning Cash</b>	<b>492,117</b>	<b>377,747</b>	<b>285,412</b>	<b>48,839</b>	<b>238,077</b>	<b>419,128</b>	<b>355,599</b>	<b>371,222</b>	<b>339,686</b>	<b>356,396</b>	<b>401,437</b>	<b>442,431</b>		
<b>Revenue</b>														
LCFF Entitlement	-	209,176	274,078	571,050	346,228	346,228	474,618	346,228	472,137	389,832	383,220	383,220	4,632,813	436,800
Federal Income	-	-	-	9,604	2,411	2,411	9,604	2,411	2,411	9,604	39,065	2,411	115,010	35,076
Other State Income	-	12,071	12,071	22,072	243,176	22,072	22,072	102,811	29,726	78,415	91,146	29,726	860,119	194,762
Local Revenues	0	0	5,878	61,318	30,360	5,878	21,628	7,768	7,768	7,768	7,768	7,768	163,901	-
Fundraising and Grants	-	-	2,041	18,371	30,618	96,082	1,021	1,021	37,762	51,021	3,062	3,062	244,060	-
<b>Total Revenue</b>	<b>0</b>	<b>221,246</b>	<b>294,068</b>	<b>682,415</b>	<b>652,793</b>	<b>472,671</b>	<b>528,943</b>	<b>460,239</b>	<b>549,804</b>	<b>536,640</b>	<b>524,260</b>	<b>426,187</b>	<b>6,015,904</b>	<b>666,637</b>
<b>Expenses</b>														
Compensation & Benefits	114,807	153,327	388,955	382,002	380,843	380,843	390,114	382,002	382,002	377,180	377,180	428,085	4,137,340	-
Books & Supplies	71,890	77,746	37,567	19,706	19,706	19,706	16,871	16,871	16,871	16,871	16,871	16,871	347,545	-
Services & Other Operating Expenses	67,756	76,157	128,083	109,481	109,481	150,800	119,996	114,896	156,215	111,209	111,209	152,529	1,515,411	107,601
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	<b>254,453</b>	<b>307,230</b>	<b>554,605</b>	<b>511,188</b>	<b>510,030</b>	<b>551,349</b>	<b>526,980</b>	<b>513,768</b>	<b>555,088</b>	<b>505,260</b>	<b>505,260</b>	<b>597,485</b>	<b>6,000,296</b>	<b>107,601</b>
<b>Operating Cash Inflow (Outflow)</b>	<b>(254,453)</b>	<b>(85,983)</b>	<b>(260,537)</b>	<b>171,226</b>	<b>142,763</b>	<b>(78,678)</b>	<b>1,962</b>	<b>(53,529)</b>	<b>(5,284)</b>	<b>31,380</b>	<b>19,000</b>	<b>(171,298)</b>	<b>15,607</b>	<b>559,036</b>
Revenues - Prior Year Accruals	360,622	113,576	10,304	4,350	24,627	1,489	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	(139,015)	(38,405)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(81,523)	(81,523)	21,994	21,994	21,994	21,994	21,994	21,994	21,994	21,994	21,994	21,994	-	-
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	-	-	(8,334)	(8,334)	(8,334)	(8,334)	(8,334)	-	-	(8,334)	-	-	-	-
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Ending Cash</b>	<b>377,747</b>	<b>285,412</b>	<b>48,839</b>	<b>238,077</b>	<b>419,128</b>	<b>355,599</b>	<b>371,222</b>	<b>339,686</b>	<b>356,396</b>	<b>401,437</b>	<b>442,431</b>	<b>293,127</b>		

**East Bay Innovation Academy**

Budget vs. Actuals  
As of May close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Revised Budget	Previous Month's Forecast	Current Forecast			
<b>SUMMARY</b>												
<b>Revenue</b>												
LCFF Entitlement	431,576	377,330	360,591	3,188,047	3,171,265	16,782	3,840,102	3,840,467	3,840,467	-	652,420	83%
Federal Revenue	5,772	18,585	4,941	68,908	187,007	(118,099)	299,520	142,862	142,362	(500)	73,454	48%
Other State Revenues	29,982	97,839	65,112	529,121	492,912	36,209	602,853	767,770	747,845	(19,925)	218,724	71%
Local Revenues	1,348	13,538	(19,808)	142,385	49,410	92,975	166,498	178,513	168,961	(9,552)	26,576	84%
Fundraising and Grants	9,094	15,235	56,352	408,030	435,610	(27,580)	612,900	473,000	444,000	(29,000)	35,970	92%
<b>Total Revenue</b>	<b>477,772</b>	<b>522,528</b>	<b>467,187</b>	<b>4,336,491</b>	<b>4,336,204</b>	<b>287</b>	<b>5,521,872</b>	<b>5,402,612</b>	<b>5,343,635</b>	<b>(58,977)</b>	<b>1,007,144</b>	<b>81%</b>
<b>Expenses</b>												
Compensation and Benefits	294,734	295,480	292,990	3,113,712	3,224,807	111,095	3,477,487	3,383,674	3,318,766	64,908	205,054	94%
Books and Supplies	11,965	8,208	12,157	218,150	232,582	14,432	243,086	243,925	233,247	10,678	15,097	94%
Services and Other Operating Expenditures	247,308	120,854	165,226	1,558,408	1,580,148	21,740	1,800,448	1,774,809	1,789,854	(15,046)	231,446	87%
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenses</b>	<b>554,007</b>	<b>424,543</b>	<b>470,373</b>	<b>4,890,270</b>	<b>5,037,537</b>	<b>147,267</b>	<b>5,521,021</b>	<b>5,402,408</b>	<b>5,341,868</b>	<b>60,540</b>	<b>451,598</b>	<b>92%</b>
<b>Operating Income</b>	<b>(76,234)</b>	<b>97,985</b>	<b>(3,185)</b>	<b>(553,779)</b>	<b>(701,333)</b>	<b>147,554</b>	<b>851</b>	<b>204</b>	<b>1,767</b>	<b>1,563</b>	<b>555,546</b>	
<b>Fund Balance</b>												
Beginning Balance (Unaudited)	(74,388)	(150,623)	(52,637)	497,956	497,956		459,820	497,956	497,956			
Audit Adjustment				(33,445)	(33,445)		-	(33,445)	(33,445)			
Beginning Balance (Audited)				464,512	464,512		459,820	464,512	464,512			
Operating Income	(76,234)	97,985	(3,185)	(553,779)	(701,333)		851	204	1,767			
<b>Ending Fund Balance</b>	<b>(150,623)</b>	<b>(52,637)</b>	<b>(55,823)</b>	<b>(89,267)</b>	<b>(236,821)</b>		<b>460,671</b>	<b>464,716</b>	<b>466,279</b>			
<b>Capital Outlay</b>	-	-	-	-	-		-	-	-			

**East Bay Innovation Academy**

Budget vs. Actuals  
As of May close

Detail	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Revised Budget	Previous Month's Forecast	Current Forecast			
<b>Enrollment Breakdown</b>	M8	M9										
6		119	114				124	123	123	-		
7		117	116				121	121	121	-		
8		118	123				119	120	120	-		
9		76	60				78	77	77	-		
10		33					52	51	51	-		
<b>Enrollment Summary</b>							-	-	-	-		
4-6		119	114				124	123	123	-		
7-8		235	239				240	241	241	-		
9-12		109	60	-			130	128	128	-		
<b>Total Enrolled</b>		<b>463</b>	<b>413</b>				<b>494</b>	<b>492</b>	<b>492</b>	-		
<b>ADA %</b>												
4-6		95.9%	96.7%				97%	96%	96%			
7-8		96.7%	97.7%				96%	96%	96%			
9-12		92.6%	94.3%				93%	93%	93%			
<b>Average</b>		<b>95.5%</b>					<b>95%</b>	<b>95%</b>	<b>95%</b>			
<b>ADA</b>												
4-6		114.45	110.2				120.3	117.9	117.9			
7-8		226.75	233.9				230.4	231.7	231.7			
9-12		111.25	56.6				120.9	120.1	120.1			
Total ADA		<b>452.5</b>	<b>400.6</b>	<b>0.0</b>			<b>471.6</b>	<b>469.7</b>	<b>469.7</b>			
<b>Demographic Information</b>		<b>469.456</b>										
<b>Prior Year</b>												
<b>ADA (P-2)</b>							404	404	404			
CALPADS Enrollment (for unduplicated % calc)							419	419	419			
# Unduplicated Count (CALPADS)							94	94	94			
# Free & Reduced Lunch (FRL) (CALPADS)							58	58	58			
# ELL (CALPADS)							21	21	21			
<b>Current Year</b>							-	-	-			
CALPADS Enrollment (for unduplicated % calc)							494	497	497			
# Unduplicated Count (CALPADS)							103	131	131			
# Free & Reduced Lunch (FRL) (CALPADS)							68	69	69			
# ELL (CALPADS)							25	25	25			
New Students							75	73	73			

**East Bay Innovation Academy**

Budget vs. Actuals  
As of May close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent	
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Revised Budget	Previous Month's Forecast	Current Forecast				
<b>REVENUE</b>													
<b>LCFF Entitlement</b>													
8011	Charter Schools LCFF - State Aid	261,252	261,252	261,252	2,188,125	2,174,261	13,864	2,669,169	2,664,815	2,664,815	-	476,690	82%
8012	Education Protection Account Entitlement	-	30,916	-	71,567	71,621	(54)	94,316	93,936	93,936	-	22,369	76%
8019	State Aid - Prior Years	-	-	-	(978)	-	(978)	-	-	-	-	978	
8096	Charter Schools in Lieu of Property Taxes	170,324	85,162	99,339	929,333	925,384	3,949	1,076,617	1,081,715	1,081,715	-	152,382	86%
<b>SUBTOTAL - LCFF Entitlement</b>		<b>431,576</b>	<b>377,330</b>	<b>360,591</b>	<b>3,188,047</b>	<b>3,171,265</b>	<b>16,782</b>	<b>3,840,102</b>	<b>3,840,467</b>	<b>3,840,467</b>	<b>-</b>	<b>652,420</b>	<b>83%</b>
<b>8100 Federal Revenue</b>													
8181	Special Education - Entitlement	-	-	-	-	30,901	(30,901)	52,375	54,156	54,156	-	54,156	0%
8182	Special Education Reimbursement	-	15,246	-	26,775	116,848	(90,073)	198,048	39,610	29,610	(10,000)	2,835	90%
8220	Child Nutrition Programs	-	3,339	4,941	16,165	14,609	1,556	16,232	16,232	25,732	9,500	9,567	63%
8291	Title I	3,870	-	-	20,871	19,856	1,016	26,474	26,474	26,474	-	5,603	79%
8292	Title II	1,902	-	-	5,097	4,793	304	6,391	6,391	6,391	-	1,294	80%
<b>SUBTOTAL - Federal Income</b>		<b>5,772</b>	<b>18,585</b>	<b>4,941</b>	<b>68,908</b>	<b>187,007</b>	<b>(118,099)</b>	<b>299,520</b>	<b>142,862</b>	<b>142,362</b>	<b>(500)</b>	<b>73,454</b>	<b>48%</b>
<b>8300 Other State Revenues</b>													
8319	Other State Apportionments - Prior Years	-	-	-	6,879	172	6,707	191	6,904	6,904	-	25.00	100%
8381	Special Education - Entitlement (State)	24,868	24,868	24,853	208,627	189,464	19,163	242,392	241,416	241,416	-	32,789	86%
8382	Special Education Reimbursement (State)	5,114	32,509	-	142,609	42,055	100,554	71,280	245,615	225,615	(20,000)	83,006	63%
8520	Child Nutrition - State	-	222	334	1,080.11	1,601	(520)	2,001	1,443	1,518	75	437	71%
8545	School Facilities Apportionments	-	19,163	-	57,489	96,373	(38,884)	128,498	113,329	113,329	-	55,840	51%
8550	Mandated Cost Reimbursements	-	-	39,925	67,945	69,362	(1,417)	69,362	67,945	67,945	-	-	100%
8560	State Lottery Revenue	-	21,077	-	44,492	38,167	6,325	89,129	91,118	91,118	-	46,626	49%
8590	All Other State Revenue	-	-	-	-	55,717	(55,717)	-	-	-	-	-	
<b>SUBTOTAL - Other State Income</b>		<b>29,982</b>	<b>97,839</b>	<b>65,112</b>	<b>529,121</b>	<b>492,912</b>	<b>36,209</b>	<b>602,853</b>	<b>767,770</b>	<b>747,845</b>	<b>(19,925)</b>	<b>218,724</b>	<b>71%</b>
<b>8600 Other Local Revenue</b>													
8634	Food Service Sales	700	148	1,217	9,759	7,203	2,557	8,003	13,770	12,070	(1,700)	2,311	81%
8660	Interest	0	0	0	2	1	0	1	1	2	0	0.00	100%
8690	Other Local Revenue	648	-	(14,827)	3,949	12,350	(8,401)	14,820	18,776	3,949	(14,827)	-	100%
8699	All Other Local Revenue	-	-	6,975	16,258	7,823	8,435	8,692	9,283	16,258	6,975	-	100%
8701	Oakland Measure N	-	-	-	112,200	-	112,200	110,500	112,200	112,200	-	-	100%
8703	Oakland Measure G1	-	-	-	-	22,034	(22,034)	24,482	24,482	24,482	-	24,482	0%
8999	Uncategorized Revenue	-	13,390	(13,173)	217	-	217	-	-	-	-	(216.57)	
<b>SUBTOTAL - Local Revenues</b>		<b>1,348</b>	<b>13,538</b>	<b>(19,808)</b>	<b>142,385</b>	<b>49,410</b>	<b>92,975</b>	<b>166,498</b>	<b>178,513</b>	<b>168,961</b>	<b>(9,552)</b>	<b>26,576</b>	<b>84%</b>
<b>8800 Donations/Fundraising</b>													
8801	Donations - Parents	12,885	8,902	20,864	116,397	155,610	(39,213)	172,900	98,000	128,000	30,000	11,603	91%
8802	Donations - Private	(3,791)	6,234	29,190	285,105	235,000	50,105	390,000	369,000	309,000	(60,000)	23,895	92%
8803	Fundraising	-	99	6,298	6,528	45,000	(38,472)	50,000	6,000	7,000	1,000	472	93%
<b>SUBTOTAL - Fundraising and Grants</b>		<b>9,094</b>	<b>15,235</b>	<b>56,352</b>	<b>408,030</b>	<b>435,610</b>	<b>(27,580)</b>	<b>612,900</b>	<b>473,000</b>	<b>444,000</b>	<b>(29,000)</b>	<b>35,970</b>	<b>92%</b>
<b>TOTAL REVENUE</b>		<b>477,772</b>	<b>522,528</b>	<b>467,187</b>	<b>4,336,491</b>	<b>4,336,204</b>	<b>287</b>	<b>5,521,872</b>	<b>5,402,612</b>	<b>5,343,635</b>	<b>(58,977)</b>	<b>1,007,144</b>	<b>81%</b>



**East Bay Innovation Academy**  
 Budget vs. Actuals  
 As of May close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent	
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Revised Budget	Previous Month's Forecast	Current Forecast				
<b>EXPENSES</b>													
<b>Compensation &amp; Benefits</b>													
1000	<b>Certificated Salaries</b>			-	-	-	-	-	-	-	-	-	
1100	Teachers Salaries	140,571	140,900	135,278	1,406,972	1,464,573	57,601	1,538,352	1,463,700	1,458,458	5,242	51,486	96%
1103	Teacher - Substitute Pay	770	1,231	1,104	4,945	9,314	4,369	10,645	4,988	4,988	-	42	99%
1111	Teacher - Bonus	-	-	-	-	-	-	28,998	28,998	28,998	-	28,998	0%
1148	Teacher - Special Ed	18,127	18,127	18,127	173,168	147,154	(26,015)	153,450	183,811	183,811	-	10,643	94%
1150	Teacher - Summer School	-	-	-	-	13,200	13,200	13,200	-	-	-	-	-
1300	Certificated Supervisor & Administrator Salaries	11,158	11,158	11,158	134,308	145,651	11,342	159,100	145,355	143,123	2,222	8,814	94%
1311	Cert Admin - DESEL, Curr. Instr.	20,321	22,424	21,501	238,653	236,509	(2,144)	258,010	254,677	254,677	-	16,024	94%
1322	Cert Admin - Bonus	-	-	-	-	-	-	12,297	12,297	12,297	-	12,297	0%
1980	Other Cert - Counselor	-	-	-	-	-	-	-	-	-	-	-	-
<b>SUBTOTAL - Certificated Employees</b>		<b>190,948</b>	<b>193,841</b>	<b>187,169</b>	<b>1,958,047</b>	<b>2,016,401</b>	<b>58,354</b>	<b>2,174,051</b>	<b>2,093,825</b>	<b>2,086,351</b>	<b>7,473</b>	<b>128,304</b>	<b>94%</b>
2000	<b>Classified Salaries</b>			-	-	-	-	-	-	-	-	-	
2104	Classified - SPED	9,739	9,331	11,227	122,045	119,911	(2,134)	132,352	156,569	126,016	30,553	3,971	97%
2105	Classified - Intersession	5,833	5,833	5,833	53,700	53,353	(347)	59,186	59,186	56,270	2,917	2,570	95%
2300	Classified Supervisor & Administrator Salaries	17,083	17,083	17,083	162,761	165,767	3,005	181,783	181,783	179,700	2,083	16,939	91%
2311	Classified Admin - Bonus	-	-	-	-	-	-	3,750	3,750	3,750	-	3,750	0%
2400	Classified Clerical & Office Salaries	9,532	7,559	6,826	94,601	96,983	2,382	106,060	99,682	99,682	-	5,080	95%
2401	Classified Clerical & Office Salaries - Bonus	-	-	-	-	-	-	6,120	6,120	-	6,120	-	-
2402	Classified Clerical & Office Salaries - Community Engag	2,449	2,449	5,896	53,425	64,854	11,429	70,750	60,138	60,138	-	6,712	89%
2905	Other Classified - After School	4,329	3,882	4,647	48,906	52,164	3,258	57,960	57,960	52,164	5,796	3,258	94%
2928	Other Classified - Food	1,616	1,293	1,858	13,494	14,544	1,050	16,160	14,160	14,160	-	666	95%
<b>SUBTOTAL - Classified Employees</b>		<b>50,580</b>	<b>47,430</b>	<b>53,371</b>	<b>548,932</b>	<b>567,576</b>	<b>18,644</b>	<b>634,122</b>	<b>639,347</b>	<b>591,879</b>	<b>47,469</b>	<b>42,947</b>	<b>93%</b>
3000	<b>Employee Benefits</b>			-	-	-	-	-	-	-	-	-	
3100	STRS	26,642	27,312	26,737	271,596	280,835	9,239	302,792	300,486	294,408	6,078	22,812	92%
3300	OASDI-Medicare-Alternative	6,757	6,494	6,827	75,403	78,565	3,162	85,091	80,352	82,105	(1,753)	6,702	92%
3400	Health & Welfare Benefits	19,175	17,533	18,626	215,780	226,840	11,060	226,840	215,498	215,780	(282)	-	100%
3500	Unemployment Insurance	661	210	110	17,657	20,892	3,235	20,892	21,368	18,105	3,263	448	98%
3600	Workers Comp Insurance	(30)	2,661	-	26,147	33,698	7,551	33,698	32,798	30,139	2,659	3,992	87%
3700	Retiree Benefits	-	-	150	150	-	(150)	-	-	-	-	(150)	-
<b>SUBTOTAL - Employee Benefits</b>		<b>53,206</b>	<b>54,209</b>	<b>52,450</b>	<b>606,733</b>	<b>640,831</b>	<b>34,098</b>	<b>669,314</b>	<b>650,502</b>	<b>640,536</b>	<b>9,966</b>	<b>33,804</b>	<b>95%</b>

**East Bay Innovation Academy**

Budget vs. Actuals  
As of May close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Revised Budget	Previous Month's Forecast	Current Forecast			
<b>4000 Books &amp; Supplies</b>	-	-	-									
4100 Approved Textbooks & Core Curricula Materials	1,945	-	-	5,444	11,347	5,903	11,605	11,550	6,550	5,000	1,106	83%
4200 Books & Other Reference Materials	-	-	-	1,281	2,337	1,056	2,337	2,240	2,240	-	959	57%
4300 Materials & Supplies	204	-	2,478	15,829	15,570	(259)	15,570	15,507	17,829	(2,322)	2,000	89%
4320 Educational Software	-	-	-	39,707	48,889	9,182	50,000	45,000	40,000	5,000	293	99%
4325 Instructional Materials & Supplies	-	-	-	-	-	-	-	-	-	-	-	
4326 Art & Music Supplies	(47)	-	-	(47)	-	47	-	-	-	-	47	
4330 Office Supplies	1,811	1,297	2,236	16,563	16,302	(261)	17,784	17,712	16,712	1,000	149	99%
4352 Quest (After School)	1,270	1,095	1,777	8,212	2,338	(5,874)	2,550	7,070	9,570	(2,500)	1,358	86%
4400 Noncapitalized Equipment	264	-	-	922	10,866	9,945	11,854	3,854	1,854	2,000	932	50%
4410 Classroom Furniture, Equipment & Supplies	-	-	315	12,053	16,000	3,947	16,364	14,364	12,364	2,000	311	97%
4420 Computers (individual items less than \$5k)	625	-	-	56,722	56,046	(676)	57,190	56,958	56,958	-	236	100%
4423 Staff Computers	-	-	-	519	8,372	7,853	8,543	1,543	543	1,000	24	96%
4430 Non Classroom Related Furniture, Equipment & Supplies	294	-	-	6,637	7,586	948	8,275	8,275	7,275	1,000	638	91%
4710 Student Food Services	5,599	5,816	5,268	53,605	36,013	(17,592)	40,014	58,852	60,352	(1,500)	6,747	89%
4720 Other Food	-	-	84	703	917	214	1,000	1,000	1,000	-	297	70%
<b>SUBTOTAL - Books and Supplies</b>	<b>11,965</b>	<b>8,208</b>	<b>12,157</b>	<b>218,150</b>	<b>232,582</b>	<b>14,432</b>	<b>243,086</b>	<b>243,925</b>	<b>233,247</b>	<b>10,678</b>	<b>15,097</b>	<b>94%</b>

**East Bay Innovation Academy**

Budget vs. Actuals  
As of May close

	Actual			Budget vs. Actual				Budget			Forecast Remaining	% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Revised Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)		
<b>5000 Services &amp; Other Operating Expenses</b>												
5220 Travel and Lodging	-	-	112	1,113	2,191	1,079	2,435	2,333	1,113	1,221	0	100%
5300 Dues & Memberships	255	250	236	7,375	5,555	(1,820)	6,172	7,672	7,672	-	297	96%
5450 Insurance - Other	5,380	2,689	-	32,278	32,629	351	32,629	32,497	32,278	219	-	100%
5515 Janitorial, Gardening Services & Supplies	6,658	8,165	6,409	73,266	103,500	30,234	115,000	90,000	93,000	(3,000)	19,734	79%
5535 Utilities - All Utilities	9,631	4,982	4,247	62,303	95,144	32,840	103,793	68,793	70,793	(2,000)	8,490	88%
5610 Rent	14,391	14,391	14,391	151,106	138,513	(12,592)	151,106	151,106	151,106	-	-	100%
5611 Prop 39 Related Costs	31,393	-	31,393	125,572	94,848	(30,724)	126,464	125,952	125,952	-	380	100%
5615 Repairs and Maintenance - Building	-	108	50	23,397	18,202	(5,195)	20,225	23,525	23,525	-	128	99%
5616 Repairs and Maintenance - Computers	-	-	-	22,014	18,333	(3,681)	22,000	22,315	22,315	-	301	99%
5803 Accounting Fees	-	-	3,800	11,007	4,202	(6,805)	8,405	10,000	11,007	(1,007)	-	100%
5809 Banking Fees	35	7	192	849	765	(84)	834	834	984	(150)	135	86%
5810 Intersession	32,011	1,802	20	75,072	79,388	4,316	105,850	85,300	80,800	4,500	5,728	93%
5812 Business Services	14,000	7,000	7,000	77,000	77,000	-	84,000	84,000	84,000	-	7,000	92%
5815 Consultants - Instructional	-	-	-	10,779	35,000	24,221	35,000	25,000	11,000	14,000	221	98%
5820 Consultants - Non Instructional - Custom 1	-	1,300	10,376	21,852	9,000	(12,852)	10,000	14,200	24,500	(10,300)	2,648	89%
5824 District Oversight Fees	-	-	-	-	28,801	28,801	38,401	38,405	38,405	-	38,405	0%
5836 Fingerprinting	59	-	75	1,627	1,290	(337)	1,319	1,552	1,627	(75)	0.00	100%
5839 Fundraising Expenses	39	969	6,613	8,896	13,569	4,673	15,076	17,076	15,076	2,000	6,180.59	59%
5843 Interest - Loans Less than 1 Year	-	42	-	319	-	(319)	360	360	360	-	41	89%
5845 Legal Fees	1,574	3,487	10,808	82,178	61,020	(21,158)	67,800	82,800	87,800	(5,000)	5,622	94%
5851 Marketing and Student Recruiting	-	3,000	-	4,978	1,721	(3,257)	1,913	4,978	4,978	-	-	100%
5857 Payroll Fees	373	354	467	4,328	3,815	(514)	4,162	5,200	4,800	400	472	90%
5860 Printing and Reproduction	-	-	310	310	170	(140)	189	189	439	(250)	129	71%
5863 Professional Development	1,372	3,851	686	25,609	26,504	895	28,913	28,913	26,913	2,000	1,304	95%
5866 SPED MH Day/NPS Services	30,134	26,321	18,241	257,098	307,886	50,788	335,876	335,876	315,876	20,000	58,778	81%
5869 Special Education Contract Instructors	90,157	42,194	41,564	339,773	291,116	(48,657)	323,462	348,462	392,462	(44,000)	52,689	87%
5872 Special Education Encroachment	-	-	-	-	-	-	11,791	11,823	11,823	-	11,823	0%
5875 Staff Recruiting	254	1,004	397	4,754	3,962	(792)	4,402	4,402	5,152	(750)	398.40	92%
5878 Student Assessment	-	-	3,860	9,657	9,000	(657)	10,000	10,000	9,657	343	-	100%
5880 Student Health Services	-	-	-	396	357	(40)	396	396	396	-	-	100%
5881 Student Information System	-	-	-	16,926	15,000	(1,926)	20,000	17,000	17,000	-	74	100%
5884 Substitutes	6,728	4,905	12,843	64,330	33,345	(30,985)	37,050	60,320	67,620	(7,300)	3,290	95%
5887 Technology Services	213	-	395	27,480	42,782	15,303	47,536	32,536	30,536	2,000	3,056	90%
5899 Miscellaneous Operating Expenses	-	-	878	1,982	-	(1,982)	-	1,103	2,000	(897)	18	99%
5900 Communications	2,663	(5,965)	(10,142)	11,484	24,163	12,680	26,360	28,360	15,360	13,000	3,876	75%
5915 Postage and Delivery	(11)	-	6	1,303	1,377	74	1,530	1,530	1,530	-	227	85%
<b>SUBTOTAL - Services &amp; Other Operating Exp.</b>	<b>247,308</b>	<b>120,854</b>	<b>165,226</b>	<b>1,558,408</b>	<b>1,580,148</b>	<b>21,740</b>	<b>1,800,448</b>	<b>1,774,809</b>	<b>1,789,854</b>	<b>(15,046)</b>	<b>231,446</b>	<b>87%</b>

**East Bay Innovation Academy**

Budget vs. Actuals  
As of May close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Revised Budget	Previous Month's Forecast	Current Forecast			
<b>6000 Capital Outlay</b>												
6100 Sites & Improvement of Sites	-	-	-	-	-	-	-	-	-	-	-	-
6200 Buildings & Improvement of Buildings	-	-	-	-	-	-	-	-	-	-	-	-
6300 School Libraries	-	-	-	-	-	-	-	-	-	-	-	-
6400 Equipment	-	-	-	-	-	-	-	-	-	-	-	-
6410 Computers (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6420 Furniture (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6430 Other Equipment (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6500 Equipment Replacement	-	-	-	-	-	-	-	-	-	-	-	-
<b>SUBTOTAL - Capital Outlay</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>554,007</b>	<b>424,543</b>	<b>470,373</b>	<b>4,890,270</b>	<b>5,037,537</b>	<b>147,267</b>	<b>5,521,021</b>	<b>5,402,408</b>	<b>5,341,868</b>	<b>60,540</b>	<b>451,598</b>	<b>92%</b>
<b>6900 Total Depreciation (includes Prior Years)</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL EXPENSES including Depreciation</b>	<b>554,007</b>	<b>424,543</b>	<b>470,373</b>	<b>4,890,270</b>	<b>5,037,537</b>	<b>147,267</b>	<b>5,521,021</b>	<b>5,402,408</b>	<b>5,341,868</b>	<b>60,540</b>	<b>451,598</b>	<b>92%</b>

# Cover Sheet

## Financial Multi-Year Plan Update

**Section:** IV. Finance and Development  
**Item:** C. Financial Multi-Year Plan Update  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EBIA-MYP Draft 2018.06.13.pdf  
EBIA\_18-19 alt form for board meeting.pdf  
EBIA\_financial summary for the board\_June 2018.pdf

**East Bay Innovation Academy**  
Multiyear Budget Summary DRAFT

	2017/18	2018/19	2018/19	2019/20	2020/21
	Current Forecast	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>SUMMARY</b>					
<b>Revenue</b>					
LCFF Entitlement	3,840,467	4,632,813		5,896,673	6,617,128
Federal Revenue	142,362	115,010		134,029	160,288
Other State Revenues	747,845	860,119		890,258	952,131
Local Revenues	168,961	163,901		282,276	398,382
Fundraising and Grants	444,000	244,060		224,200	235,000
<b>Total Revenue</b>	<b>5,343,635</b>	<b>6,015,904</b>		<b>7,427,436</b>	<b>8,362,928</b>
<b>Expenses</b>					
Compensation and Benefits	3,318,766	4,137,340		5,388,082	6,089,478
Books and Supplies	233,247	347,545		364,345	397,666
Services and Other Operating Expenditures	1,789,854	1,515,411		1,605,614	1,724,382
Depreciation	-	-		-	-
<b>Total Expenses</b>	<b>5,341,868</b>	<b>6,000,296</b>		<b>7,358,041</b>	<b>8,211,526</b>
<b>Operating Income</b>	<b>1,767</b>	<b>15,607</b>		<b>69,395</b>	<b>151,403</b>
<b>Fund Balance</b>					
Beginning Balance (Unaudited)	497,956	466,279		481,886	551,281
Audit Adjustment	(33,445)	-		-	-
Beginning Balance (Audited)	464,512	466,279		481,886	551,281
Operating Income	1,767	15,607		69,395	151,403
<b>Ending Fund Balance (including Depreciation)</b>	<b>466,279</b>	<b>481,886</b>		<b>551,281</b>	<b>702,684</b>
<b>Ending Fund Balance as a % of Expenses</b>	<b>9%</b>	<b>8%</b>		<b>7%</b>	<b>9%</b>
<b>Capital Outlay</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>

**East Bay Innovation Academy**  
Multiyear Budget Summary DRAFT

Detail	2017/18	2018/19	2018/19	2019/20	2020/21
	Current Forecast	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>Enrollment Breakdown</b>					
6	123	118	-	115	115
7	121	118	-	115	115
8	120	118	-	115	115
9	77	93	-	115	115
10	51	75	-	110	110
11	-	45	-	75	110
12	-	-	-	45	70
<b>Enrollment Summary</b>	-	-	-	-	-
4-6	123	118	-	115	115
7-8	241	236	-	230	230
9-12	128	213	-	345	405
<b>Total Enrolled</b>	<b>492</b>	<b>567</b>	-	<b>690</b>	<b>750</b>
<b>ADA %</b>					
4-6	96%	96%	-	96%	96%
7-8	96%	96%	-	96%	96%
9-12	93%	92%	-	92%	92%
<b>Average</b>	<b>95%</b>	<b>94%</b>	-	<b>94%</b>	<b>94%</b>
<b>ADA</b>					
4-6	117.9	113.3	-	110.4	110.4
7-8	231.7	226.6	-	220.8	220.8
9-12	120.1	196.0	-	317.4	372.6
Total ADA	<b>469.7</b>	<b>535.8</b>	-	<b>648.6</b>	<b>703.8</b>
<b>Demographic Information</b>					
<b>Prior Year</b>					
ADA (P-2)	403.91	470	-	536	649
CALPADS Enrollment (for unduplicated % calc)	419	497	-	567	690
# Unduplicated Count (CALPADS)	94	131	-	149	181
# Free & Reduced Lunch (FRL) (CALPADS)	58	69	-	79	96
# ELL (CALPADS)	21	25	-	29	35
<b>Current Year</b>					
CALPADS Enrollment (for unduplicated % calc)	497	567	-	690	750
# Unduplicated Count (CALPADS)	131	149	-	181	197
# Free & Reduced Lunch (FRL) (CALPADS)	69	79	-	96	104
# ELL (CALPADS)	25	29	-	35	38
New Students	73	75	-	123	60

**East Bay Innovation Academy**  
 Multiyear Budget Summary DRAFT

		2017/18	2018/19	2018/19	2019/20	2020/21
		Current Forecast	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>LCFF Entitlement</b>						
8011	Charter Schools LCFF - State Aid	2,664,815	3,291,658	Backfills State Aid	4,273,169	4,855,453
8012	Education Protection Account Entitlement	93,936	107,160	Greater of: \$200 per ADA or 24% of State Aid	129,720	140,760
8019	State Aid - Prior Years	-	-		-	-
8096	Charter Schools in Lieu of Property Taxes	1,081,715	1,233,996	In accordance with Local Property Tax of \$2303.09 per ADA	1,493,784	1,620,915
<b>SUBTOTAL - LCFF Entitlement</b>		<b>3,840,467</b>	<b>4,632,813</b>		<b>5,896,673</b>	<b>6,617,128</b>
<b>8100 Federal Revenue</b>						
8181	Special Education - Entitlement	54,156	62,125	\$125 per PY CBEDS Enrollment	70,875	86,250
8182	Special Education Reimbursement	29,610	-	Level 3 NPS reimbursed at 80%	-	-
8220	Child Nutrition Programs	25,732	24,112	Estimated reimbursement at 35% of total Food Service Cost.	29,342	31,894
8291	Title I	26,474	23,598	\$342 per Title I eligible student	27,729	34,560
8292	Title II	6,391	5,175	\$75 per Title I eligible student	6,083	7,584
<b>SUBTOTAL - Federal Income</b>		<b>142,362</b>	<b>115,010</b>		<b>134,029</b>	<b>160,288</b>
<b>8300 Other State Revenues</b>						
8319	Other State Apportionments - Prior Years	6,904	-		-	-
8381	Special Education - Entitlement (State)	241,416	279,688	\$522 per CY ADA	347,270	386,887
8382	Special Education Reimbursement (State)	225,615	193,200	80% of \$3K per service count for L2. L3 NPS and in house SDC reimb at 80%	193,200	193,200
8520	Child Nutrition - State	1,518	3,445	Estimated reimbursement at 5% of total Food Service Cost.	4,192	4,556
8545	School Facilities Apportionments	113,329	194,756	\$750 per ADA or 0.6375 of rent, lesser of the two	206,780	212,983
8550	Mandated Cost Reimbursements	67,945	85,086	\$14 per PY 6-8 ADA, \$42 per 9-12 ADA, one-time funding of \$330 per prior ADA	12,988	17,968
8560	State Lottery Revenue	91,118	103,945	\$194 per ADA per SSC	125,828	136,537
<b>SUBTOTAL - Other State Income</b>		<b>747,845</b>	<b>860,119</b>		<b>890,258</b>	<b>952,131</b>
<b>8600 Other Local Revenue</b>						
8634	Food Service Sales	12,070	13,778	Estimated reimbursement at 20% of total Food Service Cost.	16,767	18,225
8660	Interest	2	1		1	1
8676	After School Program Revenue	-	45,000	Quest revenues at 50 students, \$300/trimester. Not counting drop-ins, late pickup	45,900	46,818
8690	Other Local Revenue	3,949	11,340	\$20 per Students Total	14,076	15,606
8699	All Other Local Revenue	16,258	-		-	-
8701	Oakland Measure N	112,200	69,300	\$525 per grades 9-12 student, but probation	181,050	293,250
8702	Oakland Measure G	-	-	\$1M for charters, allocated by ADA% among OUSD charters	-	-
8703	Oakland Measure G1	24,482	24,482	Grades 6-8 enrollment, multiplied by 80% oakland resident, 20% LCFF %. Per pupil allocation (\$190 for staff, \$450 for art)	24,482	24,482
<b>SUBTOTAL - Local Revenues</b>		<b>168,961</b>	<b>163,901</b>		<b>282,276</b>	<b>398,382</b>
<b>8800 Donations/Fundraising</b>						
8801	Donations - Parents	128,000	102,060	\$180 per Students Total	124,200	135,000
8802	Donations - Private	309,000	50,000	NGLC	50,000	50,000
8803	Fundraising	7,000	92,000	SpringFest, other	50,000	50,000
<b>SUBTOTAL - Fundraising and Grants</b>		<b>444,000</b>	<b>244,060</b>		<b>224,200</b>	<b>235,000</b>



**East Bay Innovation Academy**  
 Multiyear Budget Summary DRAFT

	2017/18	2018/19	2018/19	2019/20	2020/21
	Current Forecast	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>TOTAL REVENUE</b>	<b>5,343,635</b>	<b>6,015,904</b>		<b>7,427,436</b>	<b>8,362,928</b>

**East Bay Innovation Academy**  
Multiyear Budget Summary DRAFT

		2017/18	2018/19	2018/19	2019/20	2020/21
		Current Forecast	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>EXPENSES</b>						
<b>Compensation &amp; Benefits</b>						
<b>1000</b>	<b>Certificated Salaries</b>					
1100	Teachers Salaries	1,458,458	1,749,281	25.9 FTE (5 each ELA, math, history, science; 1.4 Comp Sci, 2.5 Spanish, 1 art, 1 PE)	2,361,243	2,783,444
1103	Teacher - Substitute Pay	4,988	20,000	0.4 FTE	41,400	42,849
1111	Teacher - Bonus	28,998	34,986	0 FTE	47,085	55,529
1148	Teacher - Special Ed	183,811	300,282	4.5 FTE, RSP	349,499	361,627
1150	Teacher - Summer School	-	7,500	0.1 FTE	8,250	9,075
1300	Certificated Supervisor & Administrator Salaries	143,123	133,900	1 FTE, Head of School	138,587	143,437
1311	Cert Admin - DESEL, Curr. Instr.	254,677	373,750	4 FTE, 1 DESEL, 2 Curr. Instr., 1 Dir of Sp Pop	466,832	483,171
1322	Cert Admin - Bonus	12,297	-		-	-
1980	Other Cert - Counselor	-	95,000	1 FTE	98,325	101,766
<b>SUBTOTAL - Certificated Employees</b>		<b>2,086,351</b>	<b>2,714,699</b>		<b>3,511,221</b>	<b>3,980,898</b>
<b>2000</b>	<b>Classified Salaries</b>					
2104	Classified - SPED	126,016	144,160	3.8 FTE, including RJ Coordinator	193,156	199,916
2105	Classified - Intersession	56,270	-		-	-
2300	Classified Supervisor & Administrator Salaries	179,700	211,150	2 FTE, Back Office	218,540	226,189
2311	Classified Admin - Bonus	3,750	-		-	-
2400	Classified Clerical & Office Salaries	99,682	77,280	2 FTE (2 Office Managers)	130,385	134,948
2401	Classified Clerical & Office Salaries - Bonus	-	-		-	-
2402	Classified Clerical & Office Salaries - Community En	60,138	72,873	1 FTE	75,423	78,063
2905	Other Classified - After School	52,164	17,280	0.5 FTE	17,885	18,511
2928	Other Classified - Food	14,160	18,900	0.5 FTE	19,562	20,246
<b>SUBTOTAL - Classified Employees</b>		<b>591,879</b>	<b>541,643</b>		<b>654,950</b>	<b>677,873</b>
<b>3000</b>	<b>Employee Benefits</b>					
3100	STRS	294,408	441,953	16.28% of certificated payroll	639,877	763,942
3300	OASDI-Medicare-Alternative	82,105	81,170		101,735	110,336
3400	Health & Welfare Benefits	215,780	269,486	\$6124.68 per FTE per year. Growing at 8% per year.	370,543	437,241
3500	Unemployment Insurance	18,105	23,177	4.30% per first ~\$7K of pay per person	27,993	30,401
3600	Workers Comp Insurance	30,139	39,076	1.20% of payroll, per insurance quote for similarly sized school	49,994	55,905
3900	Other Employee Benefits	-	26,137	5% of applicable payroll	31,769	32,881
<b>SUBTOTAL - Employee Benefits</b>		<b>640,536</b>	<b>880,999</b>		<b>1,221,912</b>	<b>1,430,706</b>

**East Bay Innovation Academy**  
Multiyear Budget Summary DRAFT

		2017/18	2018/19	2018/19	2019/20	2020/21
		Current Forecast	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>4000</b>	<b>Books &amp; Supplies</b>					
4100	Approved Textbooks & Core Curricula Materials	6,550	11,340	\$20 per Student	14,076	15,606
4200	Books & Other Reference Materials	2,240	2,573	\$99 per Teacher	3,435	4,082
4300	Materials & Supplies	17,829	17,010	\$30 per Student	21,114	23,409
4320	Educational Software	40,000	48,700	Achieve3K, Apex, CPM pilot, NWEA, WeVideo, Overgrad, other	70,380	78,030
4330	Office Supplies	16,712	20,412	\$36 per Student	25,337	28,091
4352	Quest (After School)	9,570	10,000	Snacks (\$40/day), Jumbula and supplies (\$2000)	10,200	10,404
4400	Noncapitalized Equipment	1,854	10,000	printer, safety equip	10,200	10,404
4410	Classroom Furniture, Equipment & Supplies	12,364	10,000	new classrooms	11,028	11,028
4420	Computers (individual items less than \$5k)	56,958	128,600	Replacing 6th and 7th CBs (270 at \$320 ea), new 9th (100 at \$400 ea)	93,600	103,774
4423	Staff Computers	543	8,000	New and replacements	15,000	15,450
4430	Non Classroom Related Furniture, Equipment & Sup	7,275	11,000	lunch tables, 10 CB carts	5,100	5,202
4710	Student Food Services	60,352	68,891	Assumes that 60% of total Food Service Cost is reimbursed	83,835	91,125
4720	Other Food	1,000	1,020	BTSN, other events	1,040	1,061
<b>SUBTOTAL - Books and Supplies</b>		<b>233,247</b>	<b>347,545</b>		<b>-</b>	<b>364,345</b>

**East Bay Innovation Academy**  
 Multiyear Budget Summary DRAFT

		2017/18	2018/19	2018/19	2019/20	2020/21
		Current Forecast	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>5000</b>	<b>Services &amp; Other Operating Expenses</b>					
5220	Travel and Lodging	1,113	2,680	\$103 per Teacher	3,578	4,252
5300	Dues & Memberships	7,672	12,025	CCSA, Board on Track, Overgrad, other	12,266	12,511
5450	Insurance - Other	32,278	39,324	\$69 per Student	48,811	54,117
5515	Janitorial, Gardening Services & Supplies	93,000	105,600	Sergio at \$8.8k/mo	107,712	109,866
5535	Utilities - All Utilities	70,793	74,108	2 sites	105,590	107,702
5610	Rent	151,106	305,500	\$26500 per Monthly Rate	324,360	334,091
5611	Prop 39 Related Costs	125,952	105,598	\$106K for Marshall (\$3.85/sq ft)	132,360	148,186
5615	Repairs and Maintenance - Building	23,525	11,509	\$959 per Monthly Rate	11,740	11,974
5616	Repairs and Maintenance - Computers	22,315	10,000	Safeware, Acer	10,200	10,404
5803	Accounting Fees	11,007	10,200		10,404	10,612
5809	Banking Fees	984	1,001		1,021	1,041
5810	Intersession	80,800	20,000	\$0 per Student	-	-
5812	Business Services	84,000	66,000	Flat Fee \$60K+ system for AP	20,000	20,600
5815	Consultants - Instructional	11,000	15,000	Measure N, other	15,300	15,606
5820	Consultants - Non Instructional - Custom 1	24,500	28,200	Includes charter renewal support, facility project studies	10,404	10,612
5821	Consultants - Non Instructional - Custom 2	-	-	Climate coaching	-	-
5822	Consultants - Non Instructional - Custom 3	-	15,000	Quest tutoring and clubs	15,300	15,606
5824	District Oversight Fees	38,405	46,328	1.0% of LCFF General Purpose Grant	58,967	66,171
5836	Fingerprinting	1,627	2,915	\$62 per FTE	3,820	4,260
5839	Fundraising Expenses	15,076	15,000	Including Bloomerang (\$1.2K), Campaign Monitor, other	15,300	15,606
5843	Interest - Loans Less than 1 Year	360	-		-	-
5845	Legal Fees	87,800	84,000	\$7000 per Monthly Rate	85,680	87,394
5851	Marketing and Student Recruiting	4,978	1,951	\$26 per New Student	3,263	1,624
5857	Payroll Fees	4,800	4,896	\$408 per Monthly Rate	4,994	5,094
5860	Printing and Reproduction	439	448		457	466
5863	Professional Development	26,913	20,000	BTSA, Back to School, other	20,400	20,808
5866	SPED MH Day/NPS Services	315,876	160,000	1 out of state NPS \$160K	163,200	200,000
5869	Special Education Contract Instructors	392,462	225,000	Includes psych, speech, OT	279,286	309,643
5872	Special Education Encroachment	11,823	13,673		16,726	18,925
5875	Staff Recruiting	5,152	4,490		4,580	4,672
5878	Student Assessment	9,657	3,000	AP, CELDT	3,651	3,968
5880	Student Health Services	396	404		412	421
5881	Student Information System	17,000	37,000	Illuminate with master scheduling and School Messenger and Echo (\$17K, \$20K)	37,740	38,495
5884	Substitutes	67,620	-		-	-
5887	Technology Services	30,536	33,000	Need ACOE internet service (\$12.5K), web filtering/Google Securly	33,660	34,333
5899	Miscellaneous Operating Expenses	2,000	-		-	-
5900	Communications	15,360	40,000	AT&T fiber at two sites (\$1500/mo), phone (\$750/mo)	42,840	43,697
5915	Postage and Delivery	1,530	1,561		1,592	1,624
	<b>SUBTOTAL - Services &amp; Other Operating Exp.</b>	<b>1,789,854</b>	<b>1,515,411</b>		<b>-</b>	<b>1,605,614</b>
						<b>1,724,382</b>

**East Bay Innovation Academy**  
Multiyear Budget Summary DRAFT

		2017/18	2018/19	2018/19	2019/20	2020/21
		Current Forecast	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
<b>6000</b>	<b>Capital Outlay</b>					
6100	Sites & Improvement of Sites	-	-		-	-
6200	Buildings & Improvement of Buildings	-	-		-	-
6300	School Libraries	-	-		-	-
6400	Equipment	-	-		-	-
6410	Computers (capitalizable items)	-	-		-	-
6420	Furniture (capitalizable items)	-	-		-	-
6430	Other Equipment (capitalizable items)	-	-		-	-
6500	Equipment Replacement	-	-		-	-
0000	(School Defined)	-	-		-	-
0000	(School Defined)	-	-		-	-
	<b>SUBTOTAL - Capital Outlay</b>	-	-		-	-
<b>TOTAL EXPENSES</b>		<b>5,341,868</b>	<b>6,000,296</b>		<b>7,358,041</b>	<b>8,211,526</b>
<b>6900</b>	<b>Total Depreciation (includes Prior Years)</b>	-	-		-	-
<b>TOTAL EXPENSES including Depreciation</b>		<b>5,341,868</b>	<b>6,000,296</b>		<b>7,358,041</b>	<b>8,211,526</b>

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

**CHARTER SCHOOL CERTIFICATION**

**Charter School Name:** East Bay Innovation Academy  
 (name continued)  
**CDS #:** 01-61259-0129932  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 1620  
**Fiscal Year:** 2018-19

To the entity that approved the charter school:

(  x ) 2018-19 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Charter School Official  
 (Original signature required)

Print Name: Devin Krugman Title: Head of School

To the County Superintendent of Schools:

(  x ) 2018-19 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Representative of  
 Charter Approving Entity  
 (Original signature required)

Print Name: Minh Co Title: Accounting Manager

For additional information on the BUDGET, please contact:

For Approving Entity:

Minh Co  
 Name

Accounting Manager  
 Title

(510) 879-0132  
 Telephone

minh.co@ousd.org  
 E-mail address

For Charter School:

Michelle Cho  
 Name

COO/CFO  
 Title

510-577-9557  
 Telephone

michelle.cho@eastbayia.org  
 E-mail address

(   ) 2018-19 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 ACOE District Advisor

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

**Charter School Name:** East Bay Innovation Academy  
 (name continued) \_\_\_\_\_  
**CDS #:** 01-61259-0129932  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 1620  
**Budgeting Period:** 2018/19

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
 **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>A. REVENUES</b>					
<b>1. LCFF Sources</b>					
State Aid - Current Year	8011	2,664,815.41	3,291,657.68		3,291,657.68
Education Protection Account State Aid - Current Year	8012	93,936.00	107,160.00		107,160.00
State Aid - Prior Years	8019		0.00		0.00
Transfer of Charter Schools in Lieu of Property Taxes	8096	1,081,715.31	1,233,995.62		1,233,995.62
Other LCFF Transfers	8091, 8097				0.00
Total, LCFF Sources		3,840,466.72	4,632,813.31	0.00	4,632,813.31
<b>2. Federal Revenues</b>					
Every Student Succeeds Act (Titles I - V)	8290	32,865.00		28,773.00	28,773.00
Special Education - Federal	8181, 8182	83,765.33		62,125.00	62,125.00
Child Nutrition - Federal	8220	25,732.00		24,111.68	24,111.68
Donated Food Commodities	8221				0.00
Other Federal Revenues	8110, 8260-8299				0.00
Total, Federal Revenues		142,362.33	0.00	115,009.68	115,009.68
<b>3. Other State Revenues</b>					
Special Education - State	StateRevSE	467,030.95		472,887.60	472,887.60
All Other State Revenues	StateRevAO	280,813.87	189,030.92	198,200.78	387,231.70
Total, Other State Revenues		747,844.82	189,030.92	671,088.38	860,119.30
<b>4. Other Local Revenues</b>					
All Other Local Revenues	LocalRevAO	612,961.26	407,961.43		407,961.43
Total, Local Revenues		612,961.26	407,961.43	0.00	407,961.43
<b>5. TOTAL REVENUES</b>		<b>5,343,635.12</b>	<b>5,229,805.65</b>	<b>786,098.05</b>	<b>6,015,903.70</b>
<b>B. EXPENDITURES</b>					
<b>1. Certificated Salaries</b>					
Certificated Teachers' Salaries	1100	1,676,254.83	1,909,766.52	202,282.00	2,112,048.52
Certificated Pupil Support Salaries	1200		0.00	0.00	0.00
Certificated Supervisors' and Administrators' Salaries	1300	410,096.55	429,036.07	78,614.24	507,650.30
Other Certificated Salaries	1900		95,000.00		95,000.00
Total, Certificated Salaries		2,086,351.38	2,433,802.58	280,896.24	2,714,698.82
<b>2. Non-certificated Salaries</b>					
Non-certificated Instructional Aides' Salaries	2100	182,285.76	0.00	144,160.00	144,160.00
Non-certificated Support Salaries	2200	0.00	0.00	0.00	0.00
Non-certificated Supervisors' and Administrators' Sal.	2300	183,450.00	211,150.00	0.00	211,150.00
Clerical and Office Salaries	2400	159,819.09	150,152.50	0.00	150,152.50
Other Non-certificated Salaries	2900	66,324.00	27,540.00	8,640.00	36,180.00
Total, Non-certificated Salaries		591,878.85	388,842.50	152,800.00	541,642.50

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: East Bay Innovation Academy  
(name continued) \_\_\_\_\_

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>3. Employee Benefits</b>					
STRS	3101-3102	294,407.54	383,091.41	58,861.56	441,952.97
PERS	3201-3202	0.00	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	82,104.98	70,359.18	10,810.61	81,169.78
Health and Welfare Benefits	3401-3402	215,779.74	233,594.40	35,891.52	269,485.92
Unemployment Insurance	3501-3502	18,105.16	20,090.17	3,086.83	23,177.00
Workers' Compensation Insurance	3601-3602	30,138.76	33,871.74	5,204.35	39,076.10
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	22,656.05	3,481.08	26,137.13
Total, Employee Benefits		640,536.18	763,662.94	117,335.95	880,998.89
<b>4. Books and Supplies</b>					
Approved Textbooks and Core Curricula Materials	4100	6,549.68	11,340.00	0.00	11,340.00
Books and Other Reference Materials	4200	2,239.98	2,572.87	0.00	2,572.87
Materials and Supplies	4300	84,111.02	96,122.00	0.00	96,122.00
Noncapitalized Equipment	4400	78,994.41	167,600.00	0.00	167,600.00
Food	4700	61,352.00	42,354.30	27,556.20	69,910.50
Total, Books and Supplies		233,247.10	319,989.17	27,556.20	347,545.37
<b>5. Services and Other Operating Expenditures</b>					
Subagreements for Services	5100	0.00	0.00	0.00	0.00
Travel and Conferences	5200	1,112.73	2,680.07	0.00	2,680.07
Dues and Memberships	5300	7,672.02	12,025.46	0.00	12,025.46
Insurance	5400	32,277.99	39,323.53	0.00	39,323.53
Operations and Housekeeping Services	5500	163,793.00	179,708.20	0.00	179,708.20
Rentals, Leases, Repairs, and Noncap. Improvements	5600	322,897.43	237,850.98	194,756.25	432,607.23
Transfers of Direct Costs	5700-5799				0.00
Professional/Consulting Services & Operating Expend.	5800	1,245,211.30	528,608.20	278,897.50	807,505.71
Communications	5900	16,890.00	41,560.60	0.00	41,560.60
Total, Services and Other Operating Expenditures		1,789,854.47	1,041,757.05	473,653.75	1,515,410.80
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)</b>					
Land and Improvements of Land	6100-6170				0.00
Buildings and Improvements of Buildings	6200				0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300				0.00
Equipment	6400				0.00
Equipment Replacement	6500				0.00
<i>Depreciation Expense (for full accrual basis only)</i>	6900				0.00
Total, Capital Outlay		0.00	0.00	0.00	0.00
<b>7. Other Outgo</b>					
Tuition to Other Schools	7110-7143				0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213				0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE				0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				0.00
All Other Transfers	7281-7299				0.00
Transfer of Indirect Costs	7300-7399				0.00
Debt Service:					
Interest	7438				0.00
Principal	7439				0.00
Total, Other Outgo		0.00	0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		5,341,867.98	4,948,054.24	1,052,242.14	6,000,296.38
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		1,767.14	281,751.42	(266,144.09)	15,607.33



**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: East Bay Innovation Academy  
(name continued) \_\_\_\_\_

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>D. OTHER FINANCING SOURCES / USES</b>					
1. Other Sources	8930-8979				0.00
2. Less: Other Uses	7630-7699				0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999		(266,144.09)	266,144.09	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	(266,144.09)	266,144.09	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>					
		1,767.14	15,607.33	0.00	15,607.33
<b>F. FUND BALANCE, RESERVES</b>					
1. Beginning Fund Balance					
a. As of July 1	9791	497,956.43	466,280.14		466,280.14
b. Adjustments/Restatements to Beginning Balance	9793, 9795	(33,443.43)			0.00
c. Adjusted Beginning Balance		464,513.00	466,280.14	0.00	466,280.14
2. Ending Fund Balance, June 30 (E + F.1.c.)		466,280.14	481,887.47	0.00	481,887.47
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				0.00
Stores	9712				0.00
Prepaid Expenditures	9713				0.00
All Others	9719				0.00
b. Restricted	9740				0.00
c. Committed					
Stabilization Arrangements	9750				0.00
Other Commitments	9760				0.00
d. Assigned					
Other Assignments	9780	50,378.00			0.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789	160,256.04	180,008.89		180,008.89
Unassigned / Unappropriated Amount	9790	255,646.10	301,878.57	0.00	301,878.58

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

<b>Charter School Name:</b>	East Bay Innovation Academy
<b>(name continued)</b>	
<b>CDS #:</b>	01-61259-0129932
<b>Charter Approving Entity:</b>	Oakland Unified School District
<b>County:</b>	Alameda
<b>Charter #:</b>	1620
<b>Fiscal Year:</b>	2018/19

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
- Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2018/19			Totals for 2019/20	Totals for 2020/21
		Unrestricted	Restricted	Total		
<b>A. REVENUES</b>						
<b>1. LCFF Sources</b>						
State Aid - Current Year	8011	3,291,657.68	0.00	3,291,657.68	4,273,168.51	4,855,452.86
Education Protection Account State Aid - Current Year	8012	107,160.00	0.00	107,160.00	129,720.00	140,760.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00	0.00
Transfers of Charter Schools in Lieu of Property Taxes	8096	1,233,995.62	0.00	1,233,995.62	1,493,784.17	1,620,914.74
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, LCFF Sources		4,632,813.31	0.00	4,632,813.31	5,896,672.68	6,617,127.60
<b>2. Federal Revenues</b>						
Every Student Succeeds Act (Titles I - V)	8290	0.00	28,773.00	28,773.00	33,812.00	42,144.00
Special Education - Federal	8181, 8182	0.00	62,125.00	62,125.00	70,875.00	86,250.00
Child Nutrition - Federal	8220	0.00	24,111.68	24,111.68	29,342.25	31,893.75
Donated Food Commodities	8221	0.00	0.00	0.00		
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00		
Total, Federal Revenues		0.00	115,009.68	115,009.68	134,029.25	160,287.75
<b>3. Other State Revenues</b>						
Special Education - State	StateRevSE	0.00	472,887.60	472,887.60	540,470.43	580,086.60
All Other State Revenues	StateRevAO	189,030.92	198,200.78	387,231.70	349,787.73	372,043.94
Total, Other State Revenues		189,030.92	671,088.38	860,119.30	890,258.16	952,130.53
<b>4. Other Local Revenues</b>						
All Other Local Revenues	LocalRevAO	407,961.43	0.00	407,961.43	506,476.35	633,382.38
Total, Local Revenues		407,961.43	0.00	407,961.43	506,476.35	633,382.38
<b>5. TOTAL REVENUES</b>						
		5,229,805.65	786,098.05	6,015,903.70	7,427,436.45	8,362,928.26
<b>B. EXPENDITURES</b>						
<b>1. Certificated Salaries</b>						
Certificated Teachers' Salaries	1100	1,909,766.52	202,282.00	2,112,048.52	2,807,477.73	3,252,524.06
Certificated Pupil Support Salaries	1200	0.00	0.00	0.00	0.00	0.00
Certificated Supervisors' and Administrators' Salaries	1300	429,036.07	78,614.24	507,650.30	605,418.06	626,607.69
Other Certificated Salaries	1900	95,000.00	0.00	95,000.00	98,325.00	101,766.38
Total, Certificated Salaries		2,433,802.58	280,896.24	2,714,698.82	3,511,220.79	3,980,898.13
<b>2. Non-certificated Salaries</b>						
Non-certificated Instructional Aides' Salaries	2100	0.00	144,160.00	144,160.00	193,155.60	199,916.05
Non-certificated Support Salaries	2200	0.00	0.00	0.00	0.00	0.00
Non-certificated Supervisors' and Administrators' Sal.	2300	211,150.00	0.00	211,150.00	218,540.25	226,189.16
Clerical and Office Salaries	2400	150,152.50	0.00	150,152.50	205,807.84	213,011.11
Other Non-certificated Salaries	2900	27,540.00	8,640.00	36,180.00	37,446.30	38,756.92
Total, Non-certificated Salaries		388,842.50	152,800.00	541,642.50	654,949.99	677,873.24

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: East Bay Innovation Academy  
(name continued) \_\_\_\_\_

Description	Object Code	FY 2018/19			Totals for 2019/20	Totals for 2020/21
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	383,091.41	58,861.56	441,952.97	639,877.20	763,942.01
PERS	3201-3202	0.00	0.00	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	70,359.18	10,810.61	81,169.78	101,734.73	110,335.90
Health and Welfare Benefits	3401-3402	233,594.40	35,891.52	269,485.92	370,543.14	437,240.91
Unemployment Insurance	3501-3502	20,090.17	3,086.83	23,177.00	27,993.00	30,401.00
Workers' Compensation Insurance	3601-3602	33,871.74	5,204.35	39,076.10	49,994.05	55,905.26
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	22,656.05	3,481.08	26,137.13	31,769.42	32,881.35
Total, Employee Benefits		763,662.94	117,335.95	880,998.89	1,221,911.54	1,430,706.42
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	11,340.00	0.00	11,340.00	14,076.00	15,606.00
Books and Other Reference Materials	4200	2,572.87	0.00	2,572.87	3,434.92	4,082.39
Materials and Supplies	4300	96,122.00	0.00	96,122.00	127,030.80	139,933.80
Noncapitalized Equipment	4400	167,600.00	0.00	167,600.00	134,928.00	145,857.91
Food	4700	42,354.30	27,556.20	69,910.50	84,875.40	92,186.21
Total, Books and Supplies		319,989.17	27,556.20	347,545.37	364,345.12	397,666.31
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	0.00	0.00	0.00	0.00	0.00
Travel and Conferences	5200	2,680.07	0.00	2,680.07	3,578.05	4,252.49
Dues and Memberships	5300	12,025.46	0.00	12,025.46	12,265.97	12,511.29
Insurance	5400	39,323.53	0.00	39,323.53	48,811.11	54,116.67
Operations and Housekeeping Services	5500	179,708.20	0.00	179,708.20	213,302.37	217,568.41
Rentals, Leases, Repairs, and Noncap. Improvements	5600	237,850.98	194,756.25	432,607.23	478,660.04	504,655.33
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00		
Professional/Consulting Services and Operating Expend.	5800	528,608.20	278,897.50	807,505.71	804,564.52	885,956.89
Communications	5900	41,560.60	0.00	41,560.60	44,431.81	45,320.45
Total, Services and Other Operating Expenditures		1,041,757.05	473,653.75	1,515,410.80	1,605,613.86	1,724,381.54
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)</b>						
Land and Improvements of Land	6100-6170	0.00	0.00	0.00		
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00		
Equipment	6400	0.00	0.00	0.00		
Equipment Replacement	6500	0.00	0.00	0.00		
Depreciation Expense (for full accrual only)	6900	0.00	0.00	0.00		
Total, Capital Outlay		0.00	0.00	0.00	0.00	0.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00		
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00		
All Other Transfers	7281-7299	0.00	0.00	0.00		
Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00		
Debt Service:						
Interest	7438	0.00	0.00	0.00		
Principal	7439	0.00	0.00	0.00		
Total, Other Outgo		0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		4,948,054.24	1,052,242.14	6,000,296.38	7,358,041.31	8,211,525.64
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		281,751.42	(266,144.09)	15,607.33	69,395.14	151,402.62

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: East Bay Innovation Academy  
(name continued) \_\_\_\_\_

Description	Object Code	FY 2018/19			Totals for 2019/20	Totals for 2020/21
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	0.00	0.00	0.00		
2. Less: Other Uses	7630-7699	0.00	0.00	0.00		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(266,144.09)	266,144.09	0.00		
4. TOTAL OTHER FINANCING SOURCES / USES		(266,144.09)	266,144.09	0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>						
		15,607.33	0.00	15,607.33	69,395.14	151,402.62
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	466,280.14	0.00	466,280.14	481,887.47	551,282.61
b. Adjustments to Beginning Balance	9793, 9795	0.00	0.00	0.00		
c. Adjusted Beginning Balance		466,280.14	0.00	466,280.14	481,887.47	551,282.61
2. Ending Fund Balance, June 30 (E + F.1.c.)		481,887.47	0.00	481,887.47	551,282.61	702,685.23
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0.00		0.00		
Stores	9712	0.00	0.00	0.00		
Prepaid Expenditures	9713	0.00	0.00	0.00		
All Others	9719	0.00	0.00	0.00		
b. Restricted	9740		0.00	0.00		
c. Committed						
Stabilization Arrangements	9750	0.00		0.00		
Other Commitments	9760	0.00		0.00		
d. Assigned						
Other Assignments	9780	0.00		0.00		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	180,008.89	0.00	180,008.89	220,741.24	246,345.77
Undesignated / Unappropriated Amount	9790	301,878.57	0.00	301,878.58	330,541.37	456,339.46



# Financial Update SY 2017-18

EBIA, June 2018

# Agenda

- YTD actuals
- Current forecast for FY 2017-18
- FY 2018-19 Budget

# May Actuals

- Revenues: \$467K in May, including \$56K in fundraising (81% of forecast received YTD)
- Expenses: 92% of forecast spent YTD, June expenses will be lower (6/8 was last day of school)

	Actual			Budget vs. Actual		
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)
<b>SUMMARY</b>						
<b>Revenue</b>						
LCFF Entitlement	431,576	377,330	360,591	3,188,047	3,171,265	16,782
Federal Revenue	5,772	18,585	4,941	68,908	187,007	(118,099)
Other State Revenues	29,982	97,839	65,112	529,121	492,912	36,209
Local Revenues	1,348	13,538	(19,808)	142,385	49,410	92,975
Fundraising and Grants	9,094	15,235	56,352	408,030	435,610	(27,580)
<b>Total Revenue</b>	<b>477,772</b>	<b>522,528</b>	<b>467,187</b>	<b>4,336,491</b>	<b>4,336,204</b>	<b>287</b>
<b>Expenses</b>						
Compensation and Benefits	294,734	295,480	292,990	3,113,712	3,224,807	111,095
Books and Supplies	11,965	8,208	12,157	218,150	232,582	14,432
Services and Other Operating Expenditures	247,308	120,854	165,226	1,558,408	1,580,148	21,740
Depreciation	-	-	-	-	-	-
<b>Total Expenses</b>	<b>554,007</b>	<b>424,543</b>	<b>470,373</b>	<b>4,890,270</b>	<b>5,037,537</b>	<b>147,267</b>
<b>Operating Income</b>	<b>(76,234)</b>	<b>97,985</b>	<b>(3,185)</b>	<b>(553,779)</b>	<b>(701,333)</b>	<b>147,554</b>



# FY 17-18 Forecast: Close finish anticipated

- Actual expenditures expected to exceed revised budget in: substitutes (+\$30K), SPED (+\$69K), Legal (+\$20K), consultants (+\$10K)
- Actual revenues: state/fed funding largely as expected, additional commitment to fundraising from Revised Budget not fully realized

	Revised Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
<b>SUMMARY</b>						
<b>Revenue</b>						
LCFF Entitlement	3,840,102	3,840,467	3,840,467	-	652,420	83%
Federal Revenue	299,520	142,862	142,362	(500)	73,454	48%
Other State Revenues	602,853	767,770	747,845	(19,925)	218,724	71%
Local Revenues	166,498	178,513	168,961	(9,552)	26,576	84%
Fundraising and Grants	612,900	473,000	444,000	(29,000)	35,970	92%
<b>Total Revenue</b>	<b>5,521,872</b>	<b>5,402,612</b>	<b>5,343,635</b>	<b>(58,977)</b>	<b>1,007,144</b>	<b>81%</b>
<b>Expenses</b>						
Compensation and Benefits	3,477,487	3,383,674	3,318,766	64,908	205,054	94%
Books and Supplies	243,086	243,925	233,247	10,678	15,097	94%
Services and Other Operating Expenditures	1,800,448	1,774,809	1,789,854	(15,046)	231,446	87%
Depreciation	-	-	-	-	-	-
<b>Total Expenses</b>	<b>5,521,021</b>	<b>5,402,408</b>	<b>5,341,868</b>	<b>60,540</b>	<b>451,598</b>	<b>92%</b>
<b>Operating Income</b>	<b>851</b>	<b>204</b>	<b>1,767</b>	<b>1,563</b>	<b>555,546</b>	





## FY 18-19: Lean relative to recent years

- State Budget expected to be less favorable than May Revise
  - One-time funding reduced to \$160/PY ADA (from \$330-47)
  - SB740 lease reimbursement to be capped at lease cost from prior year plus COLA
- Start-up grant funding expires
- Per pupil funding
  - \$10,861 in 17-18
  - \$10,610 in 18-19
- Potential upsides
  - Limited no shows/attrition
  - Development work for grants
  - Demographics

# FY 18-19: Balanced Budget

	2017/18	2018/19	2019/20	2020/21
	Current Forecast	Preliminary Budget	Preliminary Budget	Preliminary Budget
LCFF Entitlement	3,840,467	4,632,813	5,896,673	6,617,128
Federal Revenue	142,362	115,010	134,029	160,288
Other State Revenues	747,845	860,119	890,258	952,131
Local Revenues	168,961	163,901	282,276	398,382
Fundraising and Grants	444,000	244,060	224,200	235,000
<b>Total Revenue</b>	<b>5,343,635</b>	<b>6,015,904</b>	<b>7,427,436</b>	<b>8,362,928</b>
Compensation and Benefits	3,318,766	4,137,340	5,388,082	6,089,478
Books and Supplies	233,247	347,545	364,345	397,666
Services and Other Operating Expenditures	1,789,854	1,515,411	1,605,614	1,724,382
Depreciation	-	-	-	-
<b>Total Expenses</b>	<b>5,341,868</b>	<b>6,000,296</b>	<b>7,358,041</b>	<b>8,211,526</b>
<b>Income</b>	<b>1,767</b>	<b>15,607</b>	<b>69,395</b>	<b>151,403</b>
Beginning Balance (Unaudited)	497,956	466,279	481,886	551,281
Audit Adjustment	(33,445)	-	-	-
Beginning Balance (Audited)	464,512	466,279	481,886	551,281
Operating Income	1,767	15,607	69,395	151,403
<b>Final Balance (including Depreciation)</b>	<b>466,279</b>	<b>481,886</b>	<b>551,281</b>	<b>702,684</b>
<b>Final Balance as a % of Expenses</b>	<b>9%</b>	<b>8%</b>	<b>7%</b>	<b>9%</b>



# MYP: Enrollment Projections

- FY 2019: Assumptions increased to 118 for 6<sup>th</sup>-8<sup>th</sup>; 9<sup>th</sup> shy of 120
- FY 2021 will also be below capacity (12<sup>th</sup> grade)
- Attendance: 96% for lower, 92% for upper
- FRL: 26%

BUDGET	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
6 <sup>th</sup>	135	116	114	119	118	115	115	115	115
7 <sup>th</sup>	75	131	116	117	118	115	115	115	115
8 <sup>th</sup>		95	125	118	118	115	115	115	115
9 <sup>th</sup>			61	77	93	115	115	115	115
10 <sup>th</sup>				46	75	110	110	115	115
11 <sup>th</sup>					45	70	110	110	110
12 <sup>th</sup>						45	70	110	110
TOTAL	210	342	416	477	567	690	750	795	795



# Balancing the budget: update

- Right-sized elective staffing
- Consultants reduced
- SDC in progress
- Admin bonuses pending budget
- Intersession: self-funded
- Quest: fee-for-service on sliding scale, net neutral in impact

	17-18	18-19	19-20	20-21
Teachers	24 FTE	26 FTE	34 FTE	39 FTE
Admin	3 FTE (DII, DESEL)	6 FTE (DII, DESEL, Sp Pop, College Readiness)	7 FTE	7 FTE
SPED	8 FTE	9 FTE (with SDC)	9-10 FTE	10.5 FTE
Programs	1.5 FTE (Quest, Intersession)	1 FTE (Quest, Nutrition)	1 FTE	1 FTE
Operations	5.5 FTE	6 FTE (in lieu of contractor)	6 FTE	6 FTE

# Cover Sheet

## Facility Update

**Section:** V. Facility  
**Item:** A. Facility Update  
**Purpose:** FYI  
**Submitted by:**

**BACKGROUND:**  
GGA draft lease for 18-19