



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday June 12, 2019 at 8:00 PM PDT

Location

3400 Malcolm Avenue, Oakland, CA 94605 - Primary Meeting Location, Secondary Meeting location for Teleconference Attendee - 697 Santa Ray Avenue, Oakland CA 94610

Hello! Our **regular meetings are held at EBIA, 3400 Malcolm Ave.** Regular meetings are generally held in the months of Jan, Feb, Mar, April, May, June, August, Sept, Oct and Nov and typically start at 8PM.

We welcome everyone to our board meetings! If you **require special accommodations** (disability related or other) to attend an EBIA board meeting please let us know by emailing us at board@eastbayia.org or by calling (510) 577-9557 and ask to speak to our Office Manager.

PLEASE NOTE: (1) all public comments are limited to 3 minutes per speaker; and (2) if the EBIA Board does not reach quorum for any scheduled meeting due to any unforeseen reasons the meeting will be cancelled and rescheduled. Thank you for your patience if this occurs!

Agenda

	Purpose	Presenter	Time
I. Opening Items			08:00 PM
A. Record Attendance and Guests		Laurie Jacobson Jones	1 m
B. Call the Meeting to Order		Laurie Jacobson Jones	1 m
C. Approve Minutes - Prior Month's Board Meeting	Approve Minutes	Laurie Jacobson Jones	2 m
Approve minutes from the prior board meeting.			
Approve minutes for Board Meeting on May 21, 2019			
D. Public Comment		Laurie Jacobson Jones	15 m
Up to a maximum of 3 minutes comment time per speaker			

E. Adjourn Open Session	Vote	Laurie Jacobson Jones	1 m
II. Closed Session			08:20 PM
A. Open Closed Session and Record Attendance	FYI	Laurie Jacobson Jones	1 m
B. Conference - Provide Student Services, NPS Placements	Vote	Devin Krugman	15 m
C. Adjourn Closed Session	Vote	Laurie Jacobson Jones	1 m
III. Open Session			08:37 PM
A. Record Attendance	FYI	Laurie Jacobson Jones	1 m
B. Report on Closed Session	FYI	Laurie Jacobson Jones	3 m
IV. Governance			08:41 PM
A. Consent Agenda	Vote	Laurie Jacobson Jones	5 m
<p>Consent Agenda Items</p> <ul style="list-style-type: none"> - EBIA May 2019 Check Register - EBIA May 2019 Credit Card Register - 19-20 GGA FUA - 19-20 Holy Names University FUA - 19-20 SB740 application - Summer 2019 CARS submission, application for Title funding for 2019-2020 - EPA resolution and spending plan for 2019-2020 - Liability and workers compensation insurance for 2019-2020 - New Tech Network Echo contract 2019-2020 - Measure N MOU 19-20 			
B. Employment Contract - EBIA Executive Director	Vote	Laurie Jacobson Jones	5 m
<p>Formally present and obtain board approval for Dean Marolla's employment contract to serve as the Executive Director and Head of School for East Bay Innovation Academy beginning July 1, 2019</p>			
C. Review and Approve LCAP for 2019 - 2020 School Year	Vote	Michelle Cho	15 m
V. Academic Excellence			09:06 PM
A. Executive Director Onboarding and Transition Plan	Discuss	Devin Krugman	10 m
B. 2019 - 2020 Staffing Update	Discuss	Devin Krugman	10 m
<p>Update on hiring progress for 2019-2020 teaching staff</p>			

VI. Finance and Development			09:26 PM
<p>A. Year to Date Finance Update</p> <p>- YTD budget to actuals - YTD cash flows</p>	Discuss	Michelle Cho	10 m
<p>B. Review and Approve 2019 - 2020 EBIA Budget</p> <p>Review and approve EBIA budget for formal submission to OUSD</p>	Vote	Michelle Cho	10 m
VII. Facility			09:46 PM
<p>A. Update on Facilities</p> <p>- Prop 51 Update</p>	FYI	Michelle Cho	5 m
VIII. Other Business			09:51 PM
<p>A. Key Activities and Events</p> <p>Please see attached school calendar for the 2019 - 2020 School Year! School starts August 12.</p>	FYI	Laurie Jacobson Jones	2 m
<p>B. Public Comment</p>	FYI	Laurie Jacobson Jones	10 m
IX. Closing Items			10:03 PM
<p>A. Adjourn Meeting</p>	Vote	Laurie Jacobson Jones	1 m

Cover Sheet

Approve Minutes - Prior Month's Board Meeting

Section: I. Opening Items
Item: C. Approve Minutes - Prior Month's Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on May 21, 2019



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Tuesday May 21, 2019 at 8:00 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Hello! Our **regular meetings are held at EBIA, 3400 Malcolm Ave.** Regular meetings are generally held in the months of Jan, Feb, Mar, April, May, June, August, Sept, Oct and Nov and typically start at 8PM.

We welcome everyone to our board meetings! If you **require special accommodations** (disability related or other) to attend an EBIA board meeting please let us know by emailing us at board@eastbayia.org or by calling (510) 577-9557 and ask to speak to our Office Manager.

PLEASE NOTE: (1) all public comments are limited to 3 minutes per speaker; and (2) if the EBIA Board does not reach quorum for any scheduled meeting due to any unforeseen reasons the meeting will be cancelled and rescheduled. Thank you for your patience if this occurs!

Directors Present

Kelly Garcia, Laurie Jacobson Jones, Rochelle Benning

Directors Absent

Ken Berrick, Saamra Mekuria-Grillo

Guests Present

Michelle Cho

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

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Tuesday May 21, 2019 @ 8:08 PM at 3400 Malcolm Avenue, Oakland, CA 94605.

C. Approve Minutes - Prior Month's Board Meeting

Kelly Garcia made a motion to approve minutes from the Board Meeting on 04-17-19. Laurie Jacobson Jones seconded the motion. The board **VOTED** unanimously to approve the motion.

D. Public Comment

Shelley explained the process for public comment to the public. Parents introduced themselves and shared purpose for attending. ETA President thanked the school leadership for a collaborative bargaining process and shared excitement to move forward. A teacher thanked school leadership for the positive bargaining process and shared some feedback with the board to consider as they move forward with future planning.

E. Adjourn Open Session

II. Closed Session

A. Open Closed Session and Record Attendance

The team opened the closed session and recorded attendance.

B. Conference - Anticipated Litigation per 54956.9

Laurie Jacobson Jones made a motion to approve the settlement agreement. Rochelle Benning seconded the motion. The board **VOTED** unanimously to approve the motion. The team discussed the pending litigation.

C. Conference - Provide Student Services, NPS Placement

The team discussed the placement of two students to a non-public placement.

D. Adjourn Closed Session

Rochelle Benning made a motion to close the closed session. Laurie Jacobson Jones seconded the motion. The board **VOTED** unanimously to approve the motion.

III. Open Session

A. Record Attendance

Shelley re-opened the public session. There has been no change to attendance.

B. Report on Closed Session

Shelley reported on the closed session:

- pending litigation
- NPS student placements

C. Public Comment

none

IV. Governance

A. Consent Agenda

Shelley shared the content of the consent agenda. For specific details please see the board details.

Laurie Jacobson Jones made a motion to approve the consent agenda.

Kelly Garcia seconded the motion.

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

V. Academic Excellence

A. SAT & College Readiness Report Out

Alix C, Director of College Readiness, shared a SAT and College Readiness Report Out. For specific details see the board packet.

B. End of Year and Summer Activities Update

Devin, Head of School, shared End of Year and Summer Activities. For specific details please see board packet.

C. LCAP Update

Michelle, Chief Financial Officer, shared our LCAP update. For specific details please see board packet.

D. 2019 - 2020 Staffing Update

Shelley, Board President, shared an update for the search for a Head of School.

Devin, Head of School, shared a staffing update.

E. 2019 - 2020 Student Recruitment Update

Michelle, Chief Financial Officer, shared an update regarding student recruitment and enrollment.

F. Proposal to Limit Student Use of Personal Cell Phones

The board discussed the possibility of restricting cell phone use within the school. It was the beginning of a discussion that will continue. For specific details and resources for more information please see the board packet.

VI. Finance and Development

A. Year to Date Finance Update

Michelle, Chief Financial Officer, shared a financial update. For specific details please see board packet.

VII. Facility

A. Facility Use Agreements

Michelle, Chief Financial Officer, shared a facility update which includes agreements multiple Facility Use Agreements. For specific details please see board packet.

B. Update on Facilities

Michelle, Chief Financial Officer, shared a facility update. For specific details please see board packet.

VIII. Other Business

A. Key Activities and Events

Shelley, Board President, shared a report on upcoming key events. For specific details please see board packet.

B. Public Comment

None

IX. Closing Items

A. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn the meeting.

Kelly Garcia seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:00 PM.

Respectfully Submitted,
Kelly Garcia

Cover Sheet

Consent Agenda

Section: IV. Governance
Item: A. Consent Agenda
Purpose: Vote

Submitted by:

Related Material:

EBIA - MayCheck Register 2019.pdf
EBIA 19-20 SB740 application submission 2019.05.30.pdf
EBIA_19-20 CARS_application for funding.pdf
EBIA_EPA Spending Plan_2019-20.pdf
EBIA_GGA 2019-20 signed 2019.06.06.pdf
EBIA_Measure N MOU 19-20.pdf
East Bay Innovation Academy.10867.CharterSAFEProposal1920.05-29-2019.pdf
East Bay Innovation Academy_2019-20 Echo Affiliate Agreement_052819 (1) (1).pdf
June 2019_EBIA_EPA_19-20 resolution.pdf
Microsoft Word - Facility contract HNU-EBIA.docx.pdf

Check Register

East Bay Innovation Academy

May

2019



Grand Total 216,171.45

Vendor	Check Number	Void	Date	Description	Check Amount
AALRR Attorneys at Law	5981		5/3/2019	Client No 006340, invoice no 566737	1,651.73
BoardOnTrack, Inc.	5982		5/3/2019	EBIA, inv 2117	2,995.00
Bonsai	5983		5/3/2019	IT services, network management, quarterly bill	4,500.00
Document Tracking Services	5984		5/3/2019	DTS License 1 year term starts 5/15/19	395.00
Teachers on Reserve	5985		5/3/2019	EBIA inv 81662	2,662.66
Mick Terrizzi	5986		5/3/2019	Drumline, ASL	280.35
Mick Terrizzi	5987		5/3/2019	ASL online course for Independent Study	75.00
Vision Service Plan - (CA)	5988		5/3/2019	Client ID 30050552	393.89
Elizabeth Walser	5989		5/3/2019	Supervision for Nicole Smith, 01/18/19-04/19/19	1,025.00
Apex Learning Inc.	5990		5/10/2019	Customer Number 8079035	40.00
AT&T	5991		5/10/2019	BAN 9391062435	673.43
CCCOE	5992		5/10/2019	EBIA customer #924, second installment 18-19	2,237.50
EdTec	5993		5/10/2019	Inv 15611	10,785.18
Francesca Fay	5994		5/10/2019	Pearson CTEL exam	260.00
Michelle Fitts	5995		5/10/2019	supplies and materials for Shrek theater	641.61
Darius Foster	5996		5/10/2019	NASP training lodging and mileage	275.72
Get Empowered	5997		5/10/2019	EBIA Spring Fest drumming 4/27/19	300.00
Kaiser Foundation Health Plan	5998		5/10/2019	Billing Unit 681343504	20,214.64
Law Offices of Young, Minney & Corr, LLP	5999		5/10/2019	inv 59791	5,237.35
Marin on the Bay	6000		5/10/2019	Order NVN4D5K4GZ2, Mandilag	805.00
Marlin Business Bank	6001		5/10/2019	Customer Account Number: 1480401	237.78
Casey McAlduff	6002		5/10/2019	bins and binders for classroom tables	107.47
Music Theater Intn'l	6003		5/10/2019	inv#834168, MTI account 74707	47.73
Office Depot	6004		5/10/2019	Account number 16610744	76.45
Seneca Family of Agencies	6005		5/10/2019	EBIACOMMAR19	7,500.00
Swing Education	6006		5/10/2019	EBIA INV00075146	3,100.00
Teachers on Reserve	6007		5/10/2019	Sub coverage LS week of 4/22-4/26	968.24
Waste Management	6008		5/10/2019	Customer ID: 15-00043-73002	848.32
Acer	6009		5/17/2019	Customer Number 10317106	479.61
CFI	6010		5/17/2019	invoice 18356	480.70
Devereux	6011		5/17/2019	Account number 348720	14,903.88
East Bay Speech Pathology, Inc.	6012		5/17/2019	Inv 1059	24,220.00

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
LA CHEIM SCHOOL, INC	6013		5/17/2019	ES- April 2019 tuition, inv 14567	2,843.00
Law Offices of Young, Minney & Corr, LLP	6014		5/17/2019	Inv 60088	243.67
Revolution Foods, Inc.	6015		5/17/2019	customer #C001339	7,132.64
RingCentral Inc.	6016		5/17/2019	Customer ID 1184099019	714.16
Tory Serrao	6017		5/17/2019	AP US History snacks	35.72
STARLINE SUPPLY COMPANY	6018		5/17/2019	Customer #0001249	920.38
Swing Education	6019		5/17/2019	EBIA Upper School INV00077907	5,200.00
Teachers on Reserve	6020		5/17/2019	Inv 80858	1,480.08
AALRR Attorneys at Law	6021		5/24/2019	Client No 006340, invoice no 568104	778.94
Beehively	6022		5/24/2019	inv 2019-0291	2,880.00
Copower	6023		5/24/2019	CoPower ID 902360	2,441.37
EBMUD	6024		5/24/2019	Account Number 49867400001	1,727.04
Golden Gate Academy	6025		5/24/2019	Golden Gate Academy rent	25,965.00
Lina's Janitorial Services	6026		5/24/2019	invoice# 5	6,300.00
Office Depot	6027		5/24/2019	Account number 16610744	141.37
PG&E	6028		5/24/2019	Account No: 40528656932	3,029.82
Denise Sainer	6029		5/24/2019	April 2019 approved travel reimbursement BF	1,199.90
Waste Management Of Alameda County	6030		5/24/2019	Customer ID 00513-38904	157.56
West Interactive Services Corporation	6031		5/24/2019	Quote #121335	1,312.50
Esther B. Clark School at CHC	6032		5/31/2019	JW (27354), EBIA, inv#87445EBC	107.95
Nelda Kerr	6033		5/31/2019	12 copies of Persepolis, 7th grade ELA	105.44
Mills College	6034		5/31/2019	Summer institute for 6 EBIA school leaders	2,970.00
OUSD Buildings & Grounds	6035		5/31/2019	Fourth installment facility use fee, Marshall	26,399.45
Office Depot	6036		5/31/2019	Account number 16610744	114.68
Santa Cruz Beach Boardwalk, Group Sales	6037		5/31/2019	35 + 2 free wristbands for rides	1,027.25
Scholastic Book Fairs	6038		5/31/2019	Book Fair ID4260480, inv# B4260480FR	1,074.85
Seneca Family of Agencies	6039		5/31/2019	April 0.6 FTE unconditional education coach	7,500.00
STARLINE SUPPLY COMPANY	6040		5/31/2019	Customer #0001249	186.26
Swing Education	6041		5/31/2019	INV00082181	2,600.00
Treering Yearbooks	6042		5/31/2019	Invoice #21646	769.29
Vision Service Plan - (CA)	6043		5/31/2019	Client ID 30050552	393.89

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 2019

Grand Total 0.00

Credit Card	Vendor	Statement Date	Description	Transaction Amount
-------------	--------	----------------	-------------	--------------------



California School Finance Authority

Charter School Facility Grant Program Application

Applicant: East Bay Innovation Academy

Application ID:	1539	Submitted:	5/30/2019
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	7/31/2020	26744.00
Facility 2:	3500 Mountain Blvd	5/31/2020	1500.00
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, an entity held by the Northern California Conference of Seventh Day (3800 Mountain Blvd, Oakland, CA 94619); Holy Names University (3500 Mountain Blvd, Oakland, CA 94619)	
Related Party	No	
Formed to support charter		NA
5) a.		NA
5) b.		NA
5) c.		NA
5) d.		NA

Charter Agreement	New	
-------------------	-----	--

Authorizer Board Adoption	New
Current Board Members	New

© 2019 - California School Finance Authority - State Treasurer's Office (<http://www.treasurer.ca.gov/csfa/>)

2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (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	06/12/2019
---	------------

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	
DELAC review date	
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	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.

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

2019-20 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student Support)	Yes
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.

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

Fiscal Year 2019-20

General Fund, Resource 1400

Description	Objects	Amount
Expenditures and Other Financing Uses		
Instruction: Teacher Salaries	1000-1999	\$118,200
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
Total Expenditures and Other Financing Uses		\$118,200
Amount Available For This Fiscal Year		
Adjusted Beginning Fund Balance	9791-9795	\$0
Revenue Limit Sources	8012	\$118,200
Total Available		\$118,200
Balance		\$0

*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.

USE AGREEMENT

THIS USE AGREEMENT made this 3rd day of June, 2019, is between GOLDEN GATE ACADEMY, an entity held by the NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY, a California non-profit religious corporation, hereinafter called "Licensor", and EAST BAY INNOVATION ACADEMY, a 501(c)(3) tax-exempt organization, hereinafter called "Licensee". Licensor hereby grants to Licensee the use of a portion of their facility, located at 3800 Mountain Blvd., Oakland, CA 94619-1630, upon the following terms and conditions:

I. RECITALS

Licensor is the sole owner of the premises described below herein, and agrees to grant and license the use of the premises to a suitable Licensee for the purpose for which it is intended.

Licensee agrees to use the premises as a place for conducting an educational program.

Licensee agrees to conduct itself in compliance with all known local, state and federal laws governing all aspects of Licensee's business operations including, but not limited to regulations for worker's health and safety, hazardous material use, manufacturing processes, and product sales.

As of the date of this agreement, the premises herein have not been inspected by a Certified Access Specialist.

The parties agree to enter into this Agreement defining their rights, duties and liabilities relating to the premises.

II. TERM

The term of this Agreement shall commence on the 1st day of August, 2019, and terminate on the 31st day of July, 2020. No part of this provision is meant to alter the terms of this Agreement under Articles XII and XIII that deal with the remedies of the parties in case of breach or default.

III. USE COST

Licensee agrees to pay real property taxes and current year installments of assessments which encumber the premises, if any, which occur as a result of Licensee's activities and use of the property, and further agrees to purchase and maintain liability and comprehensive insurance coverage for the premises. The specific requirements as to these elements of additional use costs are delineated in Article IX.

The Licensee shall pay to the Licensor in legal tender at the address specified herein, or furnished pursuant hereto, during the term of this Agreement, a sum of Twenty-six Thousand Seven Hundred Forty-Five Dollars (\$26,745.00) per month payable as arranged with the Licensor.

Any alterations, additions, changes, or modifications to said building or property, shall be with the express written consent of the Licensor and at the expense of the Licensee. In the event of any additions, alterations, changes or modifications all specifications and adjustments to use cost shall be mutually agreed upon by both parties.

IV. USE OF PREMISES

The premises shall be used as a place of conducting an educational program and for other purposes related thereto. The specific use of the premises (approximately 25,551 sq. ft.) shall be listed as follows:

- A. OPERATIONAL HOURS are Monday through Friday, 7:00 a.m. – 6:00 p.m. The gymnasium is only available for use Monday through Thursday until 5:00 p.m. and Friday until ½ hour before sunset or 5:00 p.m. whichever comes first. Gate to be opened at 7:00 a.m. and locked by 6:00 p.m. All Licensee's staff will be off premises by 6:00 p.m. unless Licensor is notified.
- B. Licensee may use the school buildings listed in Exhibit A attached hereto, and which shall be incorporated as if fully set forth herein. Licensee may use the school campus in conjunction and cooperation with Licensor and other authorized users of the premises whose use may overlap with Licensee's use of the premises. Licensor agrees to provide Licensee with at least thirty (30) days written notice of any use of the premises by any other authorized user during the operational hours, and Licensee agrees to provide Licensor with a schedule of expected use of the premises during the term of this Agreement and at least thirty (30) days written notice of any changes to the use of the premises.
- C. Licensee shall use existing equipment located in classrooms including but not limited to, desks, chairs, blackboard, and the like. Licensee is responsible for providing other required equipment as needed.

- Licensee and Licensor shall work together to coordinate sharing of equipment on the premises.
- D. Licensee may use the premises for ten (10) evening or Sunday events subject to Licensor's consent and at least thirty (30) days written notice. Current rental rates will be charged for any additional evening or Sunday events.
 - E. Licensor shall provide janitorial services maintaining clean classrooms and office as necessary.

V. PROHIBITED USES

Licensee shall not commit or permit the commission of any acts on the premises nor use or permit the use of the premises in any way that:

- A. Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the building or its contents;
- B. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the premises or the building;
- C. Obstructs or interferes with the rights of other parties or occupants of the building or injures or annoys them; or
- D. Constitutes the commission of waste on the premises or the commission or maintenance of a nuisance as defined by the laws of the State of California.

VI. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

No portion of the building or property shall be altered by Licensee without the prior written consent of the Licensor. Any alterations, additions or improvements so approved shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of the building or the premises or change the purposes for which the building, or any part thereof, may be used. Where alterations, additions, or improvements are agreed to by the Licensor, Licensee agrees to file all plans and specifications with and receive approval from all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations. All such improvements, alterations, or additions shall be at the expense of the Licensee unless otherwise agreed to in writing and shall become part of the demised premises and the sole property of the Licensor, except that all moveable trade fixtures installed by the Licensee shall be and remain the property of the Licensee.

VII. MAINTENANCE AND REPAIRS

Licensee shall use all reasonable precaution to prevent waste, damage, or injury to the demised building and property. In the event of damage, waste or injury to said property by Licensee, Licensee shall, at its own cost and expense, repair, replace, or restore to a good, safe and substantial condition the building, property and any improvements, additions, and alterations thereto.

The Licensee covenants to maintain the premises clean and in good order, free from waste materials or rubbish caused by or resulting from his business.

The Licensor agrees to be responsible for structural damage to the premises caused by natural events (i.e. earthquake, windstorm, etc.), except as is covered by insurance. Licensor also covenants to keep the lawns, trees, vines, bushes and hedges of the demised premises cut, watered and trimmed, during the term of this Agreement.

VIII. ENVIRONMENTAL COMPLIANCE

Licensee shall conduct all of its activities on the Property in compliance with, and shall not cause or permit the Property to be in violation, as a result of Licensee or its agents' activities, of any federal, state or local laws, statutes, ordinances, orders, guidelines, rules or regulations relating to health and safety, industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, air, soil and ground water conditions. Licensee hereby covenants and agrees that neither it nor any agent, servant, or employee, shall use, generate, manufacture, handle, store, treat, discharge, release, bury or dispose of on, under or about the Property, or transport to or from the Property, any Hazardous Substance. Without limiting the generality of the foregoing, provisions of this subsection, Licensee agrees at all times to comply fully and in a timely manner with, and to cause all of its employees, agents, contractors, subcontractors and any other persons associated with Licensee's use of the athletic field occupying or present on the Property to so comply with, all federal, state and local laws, statutes, ordinances, orders, guidelines, rules and regulations

applicable to underground storage tanks or to the use, generation, manufacture, handling, storage, treatment, discharge, release, burial or disposal of any Hazardous Substance now or hereafter located or present on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance. Licensor shall bear all costs associated with such compliance required for remedial or removal action taken in response to any Hazardous Substance which is located or present on, under or about the Property, or which is the result of any action taken by Licensor.

If the presence, release, threat of release, placement on, under or about the Property, or the use, generation, manufacture, storage, treatment, discharge, release, burial or disposal on, under or about the Property, or transportation to or from the Property, of any Hazardous Substance caused by Licensee or its agents: (i) gives rise to liability, costs or damages (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, the State Toxic Substances Laws, or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decision of a state or federal court, (ii) causes or threatens to cause a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Licensee shall promptly take any and all response, remedial and removal action necessary to clean up the Property and any other affected property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law or by any governmental entity. Licensee shall comply with all federal, state or local laws, ordinances and regulations relating to any such response, remedial or removal action, caused by Licensee.

Licensee shall indemnify, defend with counsel selected by Licensor, protect and hold harmless Licensor, its directors, officers, employees, agents, assigns and any successor or successors to Licensor's interest under the Agreement from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys', engineers', consultants' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the Property used by Licensee or its agents, or any indemnified party at any time directly or indirectly arising from or attributable to (i) any breach by Licensee of any of its agreements, warranties or representations set forth in this Agreement, or (ii) any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under or about the Property, undertaken by the Licensee or its agents, regardless of whether undertaken due to governmental action. To the fullest extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, breach of warranty or contract of Licensor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify Licensor from any liability pursuant to such section.

Licensee shall promptly give Licensor (i) a copy of any notice, correspondence or information it receives from any federal, state or other government authority regarding Hazardous Substances on, under or about the Property or Hazardous Substances which affect or may affect the Property, or regarding any actions instituted, completed or threatened by any such governmental authority concerning Hazardous Substances which affect or may affect the Property, (ii) written notice of any knowledge or information Licensee obtains regarding Hazardous Substances on, under or about the Property or expenses or losses incurred or expected to be incurred by Licensee, third party or any government agency to study, assess, contain or remove any Hazardous Substances on, under, about or near the Property for which expense or loss Licensee may be liable or for which a lien may be imposed on the Property, (iii) written notice of any knowledge or information Licensee obtains regarding the release or discovery of Hazardous Substances on, under or about the Property or on other sites owned, occupied or operated by Licensee or by any person for whose conduct Licensor is or may be responsible, or whose liability may result in a lien on or otherwise affect the Property, (iv) written notice of all claims made or threatened by any third party against Licensee or the property relating to damage, contribution, cost recovery compensation, loss of injury resulting from any Hazardous Substance, and (v) written notice of Licensee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property to be classified as "border-zone property" under the provisions of California Health and Safety Code Sections 25220 et seq. or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any of the statutes cited in herein of this Agreement or any regulation adopted pursuant thereto.

Without Licensor's prior written consent, which shall not be unreasonably withheld or delayed, Licensee shall not

take any remedial action in response to the presence of any Hazardous Substance on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims referred to in this Agreement, which remedial action, settlement, consent or compromise might, in Licensor's reasonable judgment, impose a risk of liability on Licensor; provided, however, that Licensor's prior consent shall not be necessary in the event that the presence of any Hazardous Substance on, under or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Licensor's consent before taking such action, provided that in such event Licensee shall notify Licensor as soon as practicable of any action so taken, Licensor agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) Licensee establishes to the reasonable satisfaction of Licensor that there is no reasonable alternative to such remedial action.

IX. INSURANCE

During the term of this Agreement the Licensee shall obtain and maintain the following insurance:

- A. **Property Insurance.** Licensee shall maintain property insurance on all of Licensee's personal property, Trade Fixtures, inventory, Licensee alterations and utility installations on the Premises. Such insurance shall be at full replacement coverage and proceeds from such insurance shall be used to repair or replace the property described hereinabove. Licensor is in no way responsible for any damage or loss of Licensee's personal property.
- B. **Commercial General Liability Insurance.** Licensee shall maintain Commercial General Liability insurance against claims for bodily injury, personal and advertising injury and property damage based upon or arising out of Licensee's use, occupancy and maintenance of the Premises. Licensee will hold Licensor harmless from any liabilities related to injury or property damages of Licensee, Licensee's students, Licensee's employees, or other invitees of Licensee. Such coverage shall be written on an occurrence form with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall include contractual liability coverage and be endorsed to name the Northern California Conference of Seventh-day Adventists, P.O. Box 23165, Pleasant Hill, CA 94523-0165, as certificate holder and additional insured.
- C. **Automobile Liability Insurance.** Licensee shall maintain Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned and hired automobiles.
- D. **Workers' Compensation Insurance.** Licensee shall maintain Workers' Compensation insurance with statutory limits and Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease.
- E. Licensee shall provide any other insurance as necessary to protect Licensor against insurable hazards as are commonly insured against for the type of business activity that Licensee will conduct.
- F. All insurance, as required by this section, shall be carried in favor of the Licensor and Licensee as their respective interests may appear. All insurance shall be purchased and maintained from and with responsible companies, and certificates of insurance evidencing the coverage and limits required under this Agreement shall be delivered to Licensor upon occupation of the premises and on the first of January of each year during the contract period.

X. UNLAWFUL OR DANGEROUS ACTIVITY

Licensee shall not occupy or use all or any part of the premises for any unlawful, disreputable or ultra-hazardous

business purpose or activity, nor operate or conduct its business in a manner which is found by a court of competent jurisdiction to be a "nuisance". A violation of this article shall constitute a breach of this Agreement.

XI. INDEMNITY

The Licensee shall indemnify the Licensor against all expenses, liabilities, and claims of every kind, including but not limited to reasonable attorney's fees, by or on behalf of any person or entity arising out of either (1) a failure by Licensee to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanics lien or security interest filed against the demised premises or equipment, materials, or alterations of building or improvements thereon, the filing of which is caused by Licensee or its agents. Said indemnification is limited to injury or damage attributable to Licensee or its agents' use of the premises.

XII. DEFAULT AND BREACH

Any one of the following events shall constitute a default of this Agreement by Licensee;

- A. Voluntary or involuntary bankruptcy on the part of the Licensee;
- B. Failure by Licensee to pay the use cost when said use cost shall become due, and the Licensee shall not make payment within thirty (30) days after written notice thereof by the Licensor to the Licensee;
- C. Failure of the Licensee to perform or comply with any of the conditions of this Agreement and if the nonperformance or noncompliance shall continue for a period of thirty (30) days after written notice thereof by the Licensor to the Licensee; and
- D. Vacation or abandonment of the Premises by the Licensee.

This section shall not be construed as a limitation on Licensor to declare a default.

XIII. REMEDIES ON DEFAULT

In the event of default by Licensee on any of the following, the rights of the Licensor shall be, in addition to other statutory, common law, and case law rights;

- A. The Licensor shall have the right to cancel and terminate this Agreement;
- B. The Licensor shall, upon default, acquire full access and title to equipment and inventory up to an amount evaluated to be equal to the Licensee's obligations to the Licensor;
- C. The Licensor may elect, but shall not be obligated, to make any payment required of Licensee herein or comply with any agreement, term, or condition required hereby to be performed by the Licensee, and the Licensor shall then have the right to enter the Premises for the purposes of correcting any such default, but any expenditure for the correction by the Licensor shall not be deemed to waive or release the default of the Licensee or the right of the Licensor to take any action as may be otherwise permissible hereunder in the case of any default;
- D. The Licensor may reenter the Premises immediately and remove the property and personnel of the Licensee and store the property in a public warehouse or at a place selected by the Licensor at the expense of the Licensee. On termination, the Licensor may recover from the Licensee all damages resulting from the breach, including the cost of reasonable attorney's fees; and
- E. After reentry, the Licensor may relet the premises or any part thereof for any term and may make alterations and repairs to the premises at the Licensees expense.

XIV. ACCESS TO PREMISES

The Licensor shall have unlimited access to the demised premises during the duration of this Agreement. The Licensee shall permit the Licensor or its agents to enter the Premises at all reasonable hours to inspect the premises or make repairs that the Licensee may neglect or refuse to make in accordance with the provisions of this Agreement, and also to show the premises to prospective Licensees.

XV. REPRESENTATIONS BY LICENSOR

Licensee has had adequate time and opportunity to inspect the premises herein described. Having taken the time to inspect the same the Licensee accepts the buildings and improvements and any equipment as is. Except as agreed to

in writing and attached hereto, the Licensee agrees that no representations, statements, or warranties expressed or implied, have been made by or on behalf of the Licensor in respect thereto, and the Licensor shall in no event be liable for any latent defects, unless such defects make the Premises unable to be occupied.

XVI. ASSIGNMENT, MORTGAGE, OR LEASE

Neither the Licensee nor its successors or assigns shall assign, mortgage, pledge, or encumber this Agreement in whole or in part. Neither the Licensee nor its successors or assigns shall attempt to sublet the Premises, or permit the said premises to be used or occupied by others, nor shall this Agreement be assigned or transferred by operation of law without the prior consent in writing of the Licensor and Licensor may refuse such consent for any reason. If this Agreement is assigned or transferred, or if all or any part of the Premises is occupied by anyone other than the Licensee, without prior consent of the Licensor in writing, the Licensor may, after default by the Licensee collect use cost from the assignee, transferee, or occupant, and apply the net amount collected to the use cost reserved herein, but no such assignment, occupancy, or collection shall be deemed a waiver of any agreement or condition hereof. The Licensee shall continue to be liable hereunder in accordance with the terms and conditions of this Agreement and shall not be released from the performance of the terms and conditions hereof.

XVII. SURRENDER OF PREMISES

The Licensee shall, on the last day of the term of this Agreement, or on earlier termination and forfeiture of this Agreement, peaceably and quietly surrender and deliver the Premises to the Licensor, free of all encumbrances caused by Licensee or its agents, in good condition and repair, ordinary wear and tear excepted, and free of any hazardous materials, "hazardous substances," or "toxic substances" as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Hazardous Materials transportation Act; the Resource Conservation and Recovery Act and/or the California Health and Safety Code, and in regulations promulgated pursuant thereto. Any property of the Licensee must be removed by the last day of the term (or sooner if an earlier termination has occurred), and if not removed at the termination or default, Licensee shall be liable for double the monthly use cost, prorated to a daily amount, for such time as Licensee's property remains on the premises, up to a maximum of thirty days after which the property shall be deemed abandoned and become the property of Licensor without any payment or offset thereof. In the alternative, Licensor may elect to remove such property from the Premises and store it, all at the risk and expense of Licensee. In any event, Licensor shall take no action with respect to Licensee's personal property which is in contravention of the laws of California.

XVIII. CONDEMNATION

If the whole of the Premises or such portion thereof, as will make the Premises unsuitable for the purpose herein used, is condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Agreement shall cease from the time when possession is taken by such public authority and use cost shall be prorated to the date of surrender of possession. Such termination shall be without prejudice to the rights of either Licensor or Licensee to recover compensation from the condemning authority for any loss or damage for such condemnation. Neither the Licensor nor the Licensee shall have any rights in or to any award made to the other by the condemning authority. Licensee agrees to hold Licensor harmless and indemnify Licensor for any condemnation proceeding, whether formal or informal, inverse or otherwise.

XIX. NOTICE

Whenever this Agreement provides that notice, demand, request or other recommendation shall or may be given to either of the parties by the other, such notice, demand, request, or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless served by mailing such notice by certified mail, postage prepaid, return receipt requested, to the address listed in this Agreement or to any other address as either party may designate by notice given to the other by certified mail. Any such notice, demand, request, or other communication shall be deemed to have been given at the time it is duly deposited or registered at any United States Post Office or any branch office or three (3) days prior to actual receipt, whichever shall be later.

XX. CONSTRUCTION AND INTERPRETATION

In construing this Agreement, the following rules shall apply:

- A. Feminine or neuter pronouns shall be substituted for those masculine in form, and vice versa; and plural shall be substituted for singular and singular for plural in any place in which the text so requires.
- B. The covenants, terms, conditions, provisions, and undertakings in this Agreement or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as if they were in every case named and expressed; and wherever references is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors, and assigns of such party, as if in each and every case so expressed.
- C. The specified remedies to which the Licensor may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Licensor may be lawfully entitled in case of any breach or threatened by the Licensee by any provision or provisions of this Agreement.
- D. This Agreement contains the entire Agreement between the parties and shall not be modified, altered, amended, or changed, in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. Should a legal action be commenced to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit.

XXI. CORPORATE AUTHORITY

- A. Any individual signing this Agreement on behalf of the Golden Gate Academy represents and warrants that he or she has the full authority to sign this Agreement on behalf of the Golden Gate Academy and the authority to bind the Golden Gate Academy to the terms of this Agreement as voted in the Golden Gate Academy Reorganization Committee meeting on May 7, 2019.
- B. Any individual signing this Agreement on behalf of the Northern California Conference of Seventh-day Adventists represents and warrants that he or she has the full authority to sign this Agreement and bind the corporation to the terms of this Agreement.
- C. Any individual signing this Agreement on behalf of the Licensee represents and warrants that he or she has the full authority to sign this Agreement on behalf of the Licensee and the authority to bind the Licensee to the terms of this Agreement.

XXII. SIGNATURES

EAST BAY INNOVATION ACADEMY (EBIA)

Executed this 6th day of June, 2019, at Oakland, Alameda County, California.

BY: Michelle Cho
Licensee Signature

Michelle Cho
Printed Name

GOLDEN GATE ACADEMY

Executed this 6th day of June, 2019, at Oakland, Alameda County, California.

BY: C. G. Wright Jr
GGA Representative Signature

C. G. Wright Jr
Printed Name

BY: John F Boyd
GGA Representative Signature

John F Boyd
Printed Name

**NORTHERN CALIFORNIA CONFERENCE
OF SEVENTH-DAY ADVENTISTS**

Executed this _____ day of _____, 2019, at Pleasant Hill, Contra Costa County, California.

BY: _____
NCC of SDA Representative Signature

BY: _____
NCC of SDA Representative Signature

MEMORANDUM OF UNDERSTANDING

Measure N Memorandum of Understanding Between Oakland Unified School District and East Bay Innovation Academy

1. PURPOSE OF MEMORANDUM OF UNDERSTANDING

1.1 The Oakland Unified School District (“OUSD”) and East Bay Innovation Academy (“Charter School”) (collectively “Parties”) enter into this MOU to ensure that revenues from the Measure N College and Career Readiness for All Act (“Measure N”) are spent in strict accordance with Measure N.

This Memorandum of Understanding (“MOU”) is an oversight and operational agreement that outlines and defines the Parties’ respective operational and reporting responsibilities for Measure N.

1.2 This MOU is aligned with the letter and intent of Measure N.

1.3 By approving the Charter School’s Measure N Education Improvement Plan (Single Plan for Student Achievement; “SPSA”), OUSD will provide certain oversight regarding the Charter School’s expenditures of Measure N and the Charter School’s adherence to the accountability measures of Measure N. However, the Charter School is solely responsible to ensure that expenditures are correct and consistent with Measure N.

1.4 OUSD and the Charter School recognize that not all requirements governing charter-charter authorizer relations, reporting, and oversight are memorialized herein, and therefore, the parties to this MOU agree that they are bound by and will comply with the law, including but not limited to, Education Code, and all other applicable statutes, rules, and regulations in addressing any matters not specifically addressed in this MOU.

2. TERM OF THE MEMORANDUM OF UNDERSTANDING

2.1 This MOU shall commence on the date upon which it is fully executed by the duly authorized representatives of the Parties and shall stay in effect until June 30, 2020, unless terminated earlier by OUSD. OUSD may terminate this MOU upon 30 days written notice to Charter School.

2.2 The MOU will automatically expire upon the non-renewal by the District and/or closure of the Charter School. Upon the non-renewal by the District and/or closure of the Charter School, the Charter School shall no longer be eligible to receive Measure N funds. The MOU will automatically expire upon the Charter no longer receiving Measure N funds.

2.3 This MOU may be reviewed annually, and may be amended or augmented by addendum at any time upon mutual written agreement.

2.4 The MOU is subject to early termination only as set forth in this MOU. Renewal of this MOU shall be based, in part, on compliance with terms set forth in this Agreement, OUSD board policy, and applicable law.

3. REQUIRED DOCUMENTATION

3.1 Charter School shall provide OUSD with the up-to-date versions of the documents listed and described in Schedule A, attached and incorporated herein by reference, on or before the due dates specified therein.

3.2 Charter School shall promptly respond to all reasonable inquiries by OUSD and/or the Measure N Commission ("Commission"), their respective designees or agents, and/or any other authorized agency, including but not limited to financial inquiries relating to the Charter School.

3.3 The Charter School shall maintain all documentation that demonstrates the supplemental and permissible nature of expenditures funded by Measure N.

4. FUNDING

4.1 The Charter School shall be entitled to receive reimbursement for Measure N funds expended for a per pupil allocation of \$200, for a total amount not to exceed \$32,800.00, for each OUSD resident enrolled in the Charter School.

4.2 The Charter School shall not receive reimbursement of Measure N funds, as set forth in Section 4.1, unless the Charter School has first met all of the following requirements:

- (a) Charter School has submitted a SPSA and budget to the Commission and OUSD Governing Board ("Board"), and received approval for the SPSA and budget from both the Commission and Board.
- (b) Charter School commits to developing a Career Academy structure, either as a school or as a program within a larger school.
- (c) Charter School commits to making strategic investments in each of OUSD's 4 Pillars of Linked Learning: Rigorous Academics, Career Technical Education, Work Based Learning, and Integrated Student Supports.

- (d) Charter School commits to using revenue received from Measure N only for educational services that are supplemental to the base program, and not to supplant, or replace, funds from any governmental funding sources.
- (e) Charter School commits to identifying specific goals to decrease academic outcome disparities for academically low-achieving students.

Items (b) through (e) of this provision will be memorialized by the Charter School in a resolution by its governing board.

4.3 OUSD will reimburse the Charter School's approved Measure N expenditures on a quarterly basis, in accordance with the timeframes set forth in Schedule A, conditional upon the following:

- (a) Measure N funds are being collected during the fiscal year by Alameda County.
- (b) The Charter School is in compliance with this MOU and Measure N. And,
- (c) There are no outstanding findings of unauthorized expenditures of the Charter School as outlined by the Measure N Permissible Expenditures for that year.

The Parties understand that in the event that such funds are not received in a timely manner by the District due to delays at the County level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to OUSD. Schools will not be reimbursed for expenses that are determined to be supplanting, non-permissible or not pre-approved.

4.4 Charter School will use all revenue received from Measure N, or for which the Charter School is reimbursed from Measure N, only for approved supplemental expenditures that benefit the 9th-12th grade students enrolled in and attending the Charter School. Funding must be used in accordance with the letter and intent of Measure N, Measure N Guide and Permissible Expenditures for that academic year, and must follow the Charter School's SPSA.

4.5 Charter School will use all revenue received from Measure N only for the educational services that are supplemental (increase the level of services) and not to supplant (replace) funds from any governmental funding sources. Any program activity required by state law, State Board of Education ("SBE") rules, or local board policy may not be paid for with these funds. State or local funds may not be decreased or diverted for other uses merely because of the availability of these funds. Charter School must maintain standard documentation (Duty statements, invoices, receipts, general ledger using the state approved chart of accounts, master schedule, etc) that clearly demonstrates the supplementary nature of these funds as required by law, generally accepted accounting practices, reasonable business standards, and/or as stated in this MOU.

4.6 The Charter School is solely and individually responsible for ensuring that the parcel tax revenues it receives are spent consistent with the purpose of Measure N.

5. QUARTERLY FINANCIAL REPORTING

5.1 The Charter School shall treat Measure N as a restricted funding source and will use a chart of accounts to reflect the restricted nature of this funding.

5.2 The Charter School shall provide OUSD with the documents listed and described in Schedule A as stated in Section 3.1 on or before the designated due date.

5.3 The Charter School shall allow a minimum of 2 weeks, but no more than 4 weeks, for OUSD to review the Charter School's submitted quarterly financial report, along with supporting documentation, and to raise reasonable questions or concerns with the Charter School before reimbursement is issued.

6. ANNUAL AUDIT

6.1 Charter School shall request that its annual independent internal audit include an audit, pursuant to generally accepted accounting practices, ensuring that Measure N receipts and expenditures are within the permissible use of Measure N, comply with the SPSA, and supplement rather than supplant the Charter School's program.

6.2 As specified in Schedule A, the Charter School shall submit its annual independent financial audit to OUSD.

6.3 The Charter School shall fulfill all requests made by auditors completing the annual Measure N audit.

7. MONITORING AND OVERSIGHT

7.1 An infraction of the MOU shall include the following actions:

- (a) missing a deadline for providing full documentation (as outlined in Schedule A) by more than 2 weeks
- (b) not attending two scheduled meetings

(c) not responding to a reasonable request from OUSD (as outlined in 3.2) within 2 weeks of OUSD making such a request.

If the Charter School commits two infractions during the term of this MOU, the Charter School will receive a Notice of Concern from OUSD. If the Charter School commits a third infraction and/or does not respond to the Notice of Concern in the outlined timeframe, OUSD reserves the right to void the next quarterly reimbursement of Measure N funds and move it to the Measure N Contingency Fund.

7.2 In the event the Charter School is unable to complete quarterly reporting requests and/or audit requests and is delinquent in providing documentation of the same (as outlined in Schedule A) by 4 weeks or more, OUSD reserves the right to withhold the quarterly reimbursement of Measure N funds until the latter of: a) the next quarter, or b) until the outstanding documentation has been provided to, and reviewed by, OUSD.

7.3 In the event an audit finding is determined, Charter School Measure N funds from the current year and/or subsequent year will be reduced, as necessary, to implement financial corrective action.

8. CHARTER SCHOOL CLOSURE

8.1 In the event that the Charter School is closed or the Charter School no longer receives Measure N funds, any Measure N funds that were not expended by the Charter School will be returned to OUSD and moved to the Measure N Contingency Fund.

9. INDEMNIFICATION

9.1 The Charter School shall promptly defend, indemnify, and hold harmless OUSD, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns from and against any and all alleged or actual breach of any obligation imposed under this MOU, including but not limited to any issue arising from a non-permissible funding expenditure by the Charter School, or any other actual or alleged breach of any duty or obligation owed to OUSD or any third party by the Charter School or its officers, directors, employees, agents, representatives, volunteers, guests, students, administrators or trustees, successors or assigns.

10. ENTIRE AGREEMENT; COUNTERPARTS

10.1 This MOU and attached schedules contain the entire agreement of the Parties with respect to the matters covered herein, and supersede any oral and written understandings or agreements between the Parties with respect to the subject matter of this MOU. This MOU may be executed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by duly authorized officers or representatives set forth below and to be effective for the term of one fiscal year, from July 1, 2019 through June 30, 2020.

Charter School Representatives

OUSD Representatives

Michelle Cho
Print Name: Michelle Cho
Title: COO/CEO
Date: 6/11/19

Preston Thomas,
High School Network Superintendent
Oakland Unified School District

Print Name: _____
Title: _____
Date: _____

Sondra Aguilera, Chief Academic Officer
Oakland Unified School District

Aimee Eng, Board President
Oakland Unified School District

Kyla Johnson-Trammell
Superintendent and Secretary
Oakland Unified School District

General Counsel
Oakland Unified School District

Approved and ratified this ____ day of _____, 2019 by Oakland Unified School District Board of Education by the following vote:

OAKLAND UNIFIED SCHOOL DISTRICT
SCHEDULE A
MEASURE N CHARTER SCHOOL REPORTING AND MONITORING ACTIVITY

All information and documents listed below are to be provided to the Oakland Unified School District by the date shown, unless another date is specified. Annual updates are required by the dates noted on the schedule.

Item	Description	Due Date
2019-20 Charter School Unaudited Actuals Quarterly Expenditure Report	Report on Measure N expenditures per quarter	Quarter 1: October 31, 2019 Quarter 2: January 31, 2020 Quarter 3: April 30, 2020 Quarter 4: July 31, 2020
Supporting Documentation for Charter School Unaudited Actuals Quarterly Expenditure Report	Please review the <u>Measure N Guide</u> and Permissible Expenses for that academic year	Quarter 1: October 31, 2019 Quarter 2: January 31, 2020 Quarter 3: April 30, 2020 Quarter 4: July 31, 2020
Charter School Independent Financial Audit	Submission of Independent Auditor's Report	Within 30 days of the audit being complete
Preliminary 2019-20 Budget	Budget for projected Measure N allocation for new fiscal year; completed using Measure N Education Improvement Plan (SPSA) template, with additional information as requested	March - April 2019 <i>*Specific date subject to change, budget submitted to Measure N Commission as part of Measure N Education Improvement Plan (SPSA)</i>
2019-20 Charter Management Organization Meeting Attendance	CMO leader or designee must attend quarterly meetings	Dates to be determined at the beginning of the school year <i>At least 7 days notice to be given prior to any changes in the meeting schedule</i>

CharterSAFE

BE SAFE • FEEL SAFE

2019-2020 Membership Proposal

Prepared for:

East Bay Innovation Academy

Coverage Effective:

July 01, 2019 at 12:01 AM - July 01, 2020 at 12:01 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004 Fax: 888.901.0004
www.chartersafe.org

Issued: May 29, 2019 at 9:13 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 2019-2020 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](mailto:cweston@chartersafe.org) at 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.

2019-2020 CLAIMS FILING PROCESS:

Please refer to the following page on guidelines and a step-by-step process on how to file a claim or incident report.

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 2019-2020 year!

Thank you,

The CharterSAFE Team

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

CharterSAFE

2019-2020 CLAIMS AND INCIDENT REPORTS GUIDELINES

Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, or suit or of circumstances that may reasonably result in a claim or suit. A delay in reporting could mean lapse in coverage.

For your protection, claims will not be accepted by phone, email, or fax.

CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to www.chartersafe.org and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: **Egan Yu** at eyu@chartersafe.org.
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
 - Student Accident Claim Packet (English and Spanish)
 - Volunteer Accident Claim Packet (English and Spanish)
 - Statement of No Insurance
 - WC Claim Form (DWC-1)
 - Employee Fact Sheet
 - Kaiser on the Job Clinics
 - Employee Injury Card

For any claim reporting questions, please contact **Ben Hunter** at 818-394-6556 or email bhunter@chartersafe.org.

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

10867
A
CS
P,WC

MEMBER CONTRIBUTION SUMMARY

East Bay Innovation Academy

Coverage Effective: July 01, 2019 at 12:01 AM - July 01, 2020 at 12:01 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution

\$45,684

Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Sexual Abuse Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime

- Property
- Student & Volunteer Accident

Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability

Workers' Compensation & Employer's Liability Member Contribution

\$36,532

Total Member Contribution

\$82,216

Choose One Payment Option

Payment in Full \$82,216

Installment Plan

- Deposit (25%) - Due Now - \$20,554
- 9 Monthly Installments - \$6,851

*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. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) 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
Total:	590	48	\$3,200,000.00

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, CA 94605

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
Total:	\$0	\$385,000	\$425,000	\$810,000

CORE LIABILITY PROGRAM

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

The Core Liability Program Breaks Down As Follows:

Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	\$2,000,000 per claim and member aggregate	\$5,000.00 per claim
Employment Practices Liability	\$2,000,000 per claim and member aggregate	\$7,500.00 per claim
Fiduciary Liability	\$1,000,000 per claim 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
Bodily Injury Property Damage	\$2,000,000 per occurrence	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
Medical Payments	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$2,000,000 per occurrence	\$0
Armed Assailant Sublimit	\$100,000 per occurrence and aggregate	\$0

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact **Carly Weston** (cweston@chartersafe.org / 818-709-1570) of CharterSAFE's Risk Management team.

The above coverages (excluding sublimit) do not have aggregates.

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	\$2,000,000 per occurrence	\$0

The above coverage does not have aggregates.

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	\$2,000,000 per occurrence	\$2,500 per occurrence
IEP (Individualized Education Program) Defense Sublimit	\$50,000 per occurrence and aggregate sublimit	\$7,500 per occurrence

The above coverage (excluding sublimit) does not have aggregates

Sexual Abuse Liability

Coverages	Limits	Deductibles
Sexual Abuse Liability	\$2,000,000 per occurrence	\$0
The above coverage does not have aggregates. *New Custom Training Available Sexual Abuse Prevention Training by CharterSAFE will be available under the CharterSAFE Learning Center and via in-person training. See "Excess Reinsurance" for more information on training requirements.		

Law Enforcement Activities Liability

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

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$2,000,000 per occurrence	\$0
Auto Physical Damage*	\$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
Excess over underlying: <ul style="list-style-type: none"> • General Liability • Auto Liability • Sexual Abuse Liability • Educator's Legal Liability • Employee Benefits Liability • Law Enforcement Activities Liability • Directors and Officers Liability • Employment Practices Liability 	\$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.

*New Requirement

Sexual Abuse Prevention Training by CharterSAFE & Child Abuse Mandated Report Training for all employees is **REQUIRED** to be completed within 90 days of CCS JPA implementation of the training to maintain the full \$30,000,000 limits. If training is not completed within the 90 days, the maximum limit for sexual abuse liability is \$10,000,000 per occurrence and aggregate.

Optional Excess Limits:

Optional excess liability limits of \$25,000,000 above the provided \$30,000,000 is available (to total \$55,000,000 in limits). If interested, contact:

Gallagher
 18201 Von Karman Avenue, Suite #200
 Irvine, CA 92612

Kiki Goldsmith
 Client Service Manager
Kiki_Goldsmith@ajg.com
 949-349-9842

CRIME

Coverages	Limits	Deductibles
Money and Securities	\$1,000,000 per occurrence	\$500 per occurrence
Forgery or Alteration	\$1,000,000 per occurrence	\$500 per occurrence
Employee Dishonesty	\$1,000,000 per occurrence	Varies*
Computer and Funds Transfer Fraud	\$1,000,000 per occurrence	\$500 per occurrence

The above coverage does not have aggregates.

*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

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
Property	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
Boiler & Machinery / Equipment Breakdown	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
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence
Water Damage	As scheduled with CharterSAFE subject to the maximum limit of See "Schedule of Locations" page above for scheduled limits.	Varies* *Subject to Named Member's claim experience beginning five years prior to the inception of the period coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

PLEASE NOTE:

If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: Egan Yu at eyu@chartersafe.org. 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 Kiki Goldsmith (Kiki_Goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
Volunteer Accident	\$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 www.chartersafe.org or you may contact Carly Weston (cweston@chartersafe.org / 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:

Gallagher
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Kiki Goldsmith
Client Service Manager
Kiki_Goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	\$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
Terrorism Liability	\$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
Terrorism Property	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

Cyber Liability

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

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 & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$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.



New Tech Network

ECHO AFFILIATE SCHOOL AGREEMENT

This Echo Affiliate School Agreement (“Agreement”) for purpose of reference is effective as of the 1st day of July, 2019, between **NEW TECH NETWORK, INC.**, a California non-profit corporation (“New Tech Network”), and the Board of Education of **EAST BAY INNOVATION ACADEMY** (“District”).

RECITALS

A. New Tech Network (sometimes referred to as NTN in the Exhibits) offers a school education program (the “New Tech Model”) for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires **East Bay Innovation Academy** (the “Echo Affiliate School” and referred to as the “School” in the Exhibits attached hereto) to purchase certain services from New Tech Network as further set forth in the Exhibits attached hereto, including without limitation the New Tech Platform as defined in Section 1(a) and the Services as defined in Section 1(b) (collectively, the “New Tech Services”) offered by New Tech Network as part of the New Tech Model, but District does not currently desire to implement the entirety of the New Tech Model and may therefore not represent itself or any of its schools as a “New Technology School”. For the avoidance of doubt, this Agreement only applies to the District’s Echo Affiliate School(s) named above and is and shall remain separate from any agreement between District and New Tech Network regarding any of District’s schools subscribing to the full New Tech Model, and nothing herein amends or supersedes such other agreement.

C. The District has secured the necessary financial and community support for purchase of the New Tech Services as provided herein.

D. District desires to license from New Tech Network the right to use the materials, technology and platforms described further in the Exhibits hereto as forming part of the New Tech Services, and retain New Tech Network as an independent contractor to implement and provide the New Tech Services as provided for herein at the Echo Affiliate School, and New Tech Network wishes to provide such New Tech Services, on the terms and conditions hereinafter set forth.

E. New Tech Network’s grant of applicable licenses and provision of the New Tech Services to District contributes importantly to the furtherance of New Tech Network’s charitable and educational mission. As part of New Tech Network’s charitable and educational mission, New Tech Network seeks to continually improve the New Tech Services for the benefit of current and future schools.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License and Services.

(a) *License.* New Tech Network hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the “Term”), to access and use (i) the only the website(s) and software related to the New Tech Model which is described in part on Exhibit A to this Agreement (the “NTN Technology” or, for purposes of the Exhibits attached hereto, also referred to as “NTN Echo”), (ii) certain resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to resource libraries and project libraries owned or licensed by New Tech Network, (collectively, “New Tech Learning Platform”);, all for the sole purpose of establishing and operating the Echo Affiliate School in District’s school district and subject to all terms and conditions provided for herein (collectively, the “License”). The NTN Technology and New Tech Learning Platform are collectively referred to in this Agreement as the “New Tech Platform.” New Tech Network may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of the Agreement will apply to each such update. Notwithstanding anything else herein, District may not represent itself or an Echo Affiliate School as a subscriber to the New Tech Model or a “New Technology School”. Any use by the New Tech Network trade and service marks (“Marks”) by District and/or Echo Affiliate School is subject to New Tech Network’s prior written consent in each case, and is at all times subject to the Trademark Usage Policy provided by New Tech Network to District. Such consent may be revoked by New Tech Network at any time, in which case District shall immediately cease (and shall cause Echo Affiliate School to cease) all use of the Marks.

(b) *Services.* New Tech Network will provide services to District to assist District in developing and implementing the New Tech Services for the Echo Affiliate School, as such services are described in Exhibit A under the heading Services (the “Services”). District understands and agrees that neither the New Tech Platform nor any of the Services are provided on an exclusive basis to District, and that only those components, services and materials that are expressly identified in Exhibit A are included; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the Echo Affiliate School. District also understands that transmission of its data over the Internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the Internet or through District’s local network.

(c) *Not Official Repository.* District agrees that: (i) the New Tech Platform is not the official repository for the District’s and/or the Echo Affiliate School’s educational, employee, student or other records; (ii) the District will maintain all such records it should or must maintain; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records within the New Tech Platform or elsewhere that the District should or must maintain as official records.

(d) *Third-Party Services Engaged by District.* New Tech Network (through the New Tech Platform or its literature) may reference, promote, make available, utilize and/or offer applications,

hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network, including, without limitation, training, implementation and other consulting services related to District's or Echo Affiliate School's implementation of the New Tech Services (collectively, "Third Party Services"). For avoidance of doubt, Third Party Services include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a Echo Affiliate School under a separate agreement between the District/Echo Affiliate School and the provider of a Third Party Service. With respect to Third Party Services:

(1) New Tech Network makes no representations or warranties, whether or not such Third Party Services are approved, utilized, recommended or otherwise promoted by New Tech Network. New Tech Network is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, security, reliability, legality, or any other aspect of any Third Party Service.

(2) To the extent applicable, any purchase by District of any Third Party Service is solely between District and the provider of the Third Party Service.

(3) Simultaneous with District's installation, use or enablement of a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide, or permit the provider of such Third Party Service to access and use, any data or records (including, without limit, confidential student data) as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District (or Echo Affiliate School) and the provider of a Third Party Service is solely between District and that provider. New Tech Network shall not be responsible for any disclosure, modification or deletion of any records or data resulting from any such access by the Third Party Service or its provider.

(e) *Suspension of Access.* District agrees that New Tech Network may with reasonably contemporaneous notice (including by telephone or email) to District suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a "Suspension"). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the Echo Affiliate School nor to any third party for any Suspension.

2. District Obligations, Contributions and School Users.

(a) *Payment of Amounts Due.* District will promptly pay to New Tech Network all amounts due to New Tech Network under this Agreement as provided for in this Agreement.

(b) *Minimum Requirements.* District will provide, at its own expense and as described in Exhibit B to this Agreement, all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the Echo Affiliate School in District's school district. District agrees to obtain the resources necessary to establish and successfully operate the Echo Affiliate School.

(c) *On-going Operation of Echo Affiliate School.* New Tech Network representatives will have access to the Echo Affiliate School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to provide the New Tech Services, and to inspect the on-going

operations of the Echo Affiliate School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network and its intellectual property.

(d) *Data Collection.* District will permit New Tech Network to gather school-wide data from the Echo Affiliate School for use in evaluating the on-going effectiveness of the Echo Affiliate School and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District's educational interests, and for the purpose of publication in the education field.

(e) *District Input.* District will promptly notify New Tech Network should District identify any problems or issues with the New Tech Services as they apply to the Echo Affiliate School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(f) *District Contributions to the New Tech Learning Platform.* New Tech Network has created electronic resource libraries, electronic project libraries and other venues whereby content and materials may be contributed by and used by District and other parties. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) ("District Contributions"), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(g) *Cooperation.* The parties will cooperate to help assure the successful implementation of the New Tech Services.

(h) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District's employees and agents, as well as the Echo Affiliate School's employees, administrators, teachers, students and the student's parents or guardians ("Users"). The District is further responsible for providing each such User a unique user name and passcode ("IDs") to permit the User to access the New Tech Platform. The District will inform Users that the ID's are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a Echo Affiliate School), and any User's compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform. The District may create User accounts up to the total amount of authorized Users specified in Exhibit A ("Authorized User Count"), and New Tech Network shall invoice District per User at the rate set forth in Exhibit A. District shall immediately notify New Tech Network if it exceeds the Authorized User Count, and shall promptly pay any additional User fees. If District fails to notify New Tech Network and/or District has created a total number of User accounts more than 5% more than the Authorized User Count, District shall pay New Tech Network the two times the rate set forth in Exhibit A on each User account in excess of the Authorized User Count.

3. Fees.

(a) *Fees.* Attached as Exhibit C is an agreed schedule for payment of compensation by District for the New Tech Services and the License.

(b) *Payment.* District will pay New Tech Network in accordance with the schedule set forth in Exhibit C within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

4. Work Product; Ownership of Intellectual Property.

(a) *Ownership of NT Materials and New Materials.* New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the New Tech Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the “NT Materials”). Further, District acknowledges and agrees that any and all improvements in, additions to, revisions or translations of, changes or any other modifications of or developments relating to the NT Materials (“New Materials”) belong to New Tech Network simultaneous with the creation of the same. Notwithstanding the foregoing and for avoidance of doubt, neither NT Materials nor New Materials includes District Contributions or Third Party Services. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *Assignment of Rights in New Materials.* To the extent District or any of its employees or agents creates or contributes to any New Materials, then District agrees that in consideration for the Services and License, the District will assign, and will cause its employees and agents to assign, to New Tech Network upon the request of New Tech Network, all right, title and interest of District and/or its employees or agents in any such New Materials. District will cooperate with, and to the best of its ability, assist New Tech Network (at New Tech Network’s expense) in New Tech Network’s efforts to secure, vest, protect, record, further document or register such assignment and New Tech Network’s rights in any New Materials, including but not limited to executing all papers reasonably desirable or necessary to further document this assignment and vesting of rights in New Tech Network.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology and as otherwise agreed in writing by the parties, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the “Materials”) during the Term to engage in the following solely for the purpose of establishing and operating the Echo Affiliate School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the Echo Affiliate School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is

granted herein will be limited to purposes of District's implementation and operation of the Echo Affiliate School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called "service bureau" uses).

5. Confidentiality.

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations ("FERPA"), to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the Echo Affiliate School ("Protected Student Data"). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student's use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children's Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the Echo Affiliate School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein,

including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the “Database”). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third party service provider (“Database Host”) as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network’s cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network.* If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law, give the District prompt notice of such requirement, cooperate with the District (at the District’s cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

6. Term; Termination.

(a) *Term.* The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date, June 30, 2020. The term of this Agreement may be extended upon the written agreement of the parties.

(b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party’s option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement

and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution; or

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date.

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession, and, except for the work directed to be performed prior to the effective date of the termination stated in the Notice (which will not be less than 60 days from the date the Notice is mailed), terminate any and all existing subcontracts entered into by New Tech Network solely in furtherance of this Agreement and enter into no further subcontracts. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses and penalties resulting from the termination of a subcontract entered into prior to New Tech Network's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(c) *Effect of Termination.*

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into a separate agreement (superseding this Agreement) concerning the operation of the Echo Affiliate School pursuant to the New Tech Model: (i) the District will: (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a recipient of the New Tech Services; and (ii) New Tech Network may immediately deactivate District's account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District's data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

7. Limitations.

(a) *Limitation of Liability.* In no event will New Tech Network's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(b) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. Notification of Claims. In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

9. Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of California. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of California in Sacramento County, or, if it has or can acquire jurisdiction, in the United States District Court in Sacramento County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. Independent Contractor. The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of

District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

11. Communications and Notices.

(a) *Regular Communications.* The representative for each party for all regular communications during the course of providing Services hereunder is as follows: **New Tech Network:** Tim Presiado, tpresiado@newtechnetwork.org, 707-253-6951; **District:** Zach Powers, zach.powers@eastbayia.org, and 510-577-9557. Such representatives can be changed by a notice in writing provided to the other party at the addresses noted below.

(b) *Legal or Formal Communications.* All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech Network:	New Tech Network Attn: President 1250 Main Street, Suite 100 Napa, CA 94559
-------------------------	--

If to the School/ District:	East Bay Innovation Academy Attn: Head of School / Superintendent 3400 Malcolm Avenue Oakland, CA 94605
-----------------------------	--

12. Binding Effect. This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

13. Severability of Provisions. If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

14. Waiver. Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

15. Entire Agreement. This Agreement, the Exhibits attached hereto, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by District will be of no force and effect and the terms of

this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

16. Assignment. This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network or to a successor in connection with a reorganization, merger or sale of all or substantially all of New Tech Network's assets or business.

17. Amendment. This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of any of Exhibits A through C as New Tech Network deems appropriate to improve the New Tech Services, the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

18. Recitals. The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

19. Negotiated Agreement. As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

20. Force Majeure. New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

NEW TECH NETWORK

EAST BAY INNOVATION ACADEMY

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mail two signed copies to:

New Tech Network
Lydia Dobyns, President & CEO
1250 Main Street, Suite 100
Napa, CA 94559



NewTech Network

Exhibit A Services

Echo Platform

Echo™, NTN’s Learning Management System, is an innovative online learning platform that enables School staff, students and parents to effectively manage the Project-Based Learning (PBL) environment.

Components of NTN Echo include unique instruction and assessment tools designed specifically for the PBL environment; course agendas and calendars, group interaction tools; resource sharing and other “education friendly” social functionality; and reporting tools. NTN Echo integrates with Google Apps at the discretion of the School at no additional cost. Echo can be configured for beginner or advanced users and can be used as a common gateway to external content vendors to reduce cost.

Echo’s content and community tool is not included with Echo Affiliate access level.

Echo User Access:

SY2019-20: 700 staff and students

Echo Help Center:

The Echo Help Center provides users with articles and documentation that describe all aspects and features of the Echo platform. In addition, Echo Administrators can submit support requests that are answered by Echo’s support staff.

District may purchase additional student Echo licenses for a fee determined by New Tech Network.



Exhibit B NTN Commitment Criteria – Echo Affiliate

Structures and Policies	<ul style="list-style-type: none"> • Dedicated Staff: Teams will consist of 4 – 5 teachers that work with a cohort of students. Their primary teaching responsibilities are within NT Teams courses. Teams have a designated administrator supporting and overseeing the implementation and serving as the site champion.
Culture and Environment	<ul style="list-style-type: none"> • Learning Environment: Teams will create a connected learning environment by building positive classroom cultures, providing collaborative learning spaces, and creating authentic connections between classes. • Collaborative Learning: Teams will have dedicated time (weekly or biweekly) to meet, collaborate and discuss curriculum and teaching strategies through Critical Friends or other reflective protocols. • Network Collaboration: NT Team members will participate in network events through PL@NTN, including webinars, learning modules / badging, and other collaborative learning opportunities.
Technology	<ul style="list-style-type: none"> • IT Administrator: The school will designate an IT Administrator that will serve as the point person to NTN. • Technology: 1:1 student to networked computer ratio in all classrooms. Devices will meet or exceed the minimum technical specifications set forth in Echo™ Technology Requirements and Recommendations document. • Network Capacity: School will have a fully functioning network enabling student access to the Internet with 99% uptime. • Echo Use: NT Teams staff fully implements the New Tech Learning Management System (Echo™). • Email Accounts: Staff and students in NT Teams classes must have email accounts. Accounts for staff and students must be in the same domain, and that domain must be unique to the school.
Data / Reporting	<ul style="list-style-type: none"> • Data Sharing: Teams will provide an array of data to NTN to help assess implementation and impact of the implementation, which may include sample units, de-identified student work samples, and benchmark / state assessment data.



New Tech Network

Exhibit C Fee Schedule

Phase	Fee Amount	NTN Invoice Date
SY2019-20 Services	\$12,250	July 1, 2019
Total NTN fees not to exceed*	\$12,250	

* With the exception of “make-up” training, supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Agreement. At New Tech Network’s option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the School exceeds benchmarks established by New Tech Network.

To insure successful implementation, the District and School will make every effort for staff to participate in New Tech Network training events. District is responsible for additional costs for training staff unable to attend scheduled New Tech Network professional development events.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.

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 30th 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 12, 2019.

	Aye	Nay	Abstain	Absent
Rochelle Benning				
Ken Berrick				
Kelly Garcia				
Laurie Jacobson Jones				
Saamra Mekuria-Grillo				
Totals:				

Rochelle Benning, Board Chair

ATTEST:

Kelly Garcia, Board Secretary



HOLY NAMES
UNIVERSITY
Since 1868

Holy Names University Facility License Contract

May 16, 2019

Holy Names University, a non-profit public benefit corporation, whose present address is 3500 Mountain Boulevard, Oakland, California 94619 and East Bay Innovation Academy (Licensee), whose present address is 3400 Malcolm Avenue, Oakland, CA 94605 agree as follows:

Section 1. Rented Premises and Contracted Services

In consideration of rents, covenants and agreements reserved and contained on the part of Licensee to be observed and performed, Holy Names University demises and rents to the Licensee those certain premises now on the property of Holy Names University, in the City of Oakland, County of Alameda, California.

The following facilities are being rented:

Facility	ROOM
Heafey Hall, room 107	Organic Chemistry laboratory
Heafey Hall, room 108	Physics laboratory

Total Facility Fee: \$15,000

The following services are being provided:

- Set-up and clean-up assistance (included)
- Materials and supplies (billed additionally at cost)

Section 2. Term of Contract

The term of this rental contract is as follows:

Facility	Date	Time	Cost
Heafey Hall	August 19, 2019- May 31, 2020	Thursdays 11 am - 5 pm; Fridays 8 am - 5 pm	\$15,000

This rental contract shall terminate without notice on: May 31, 2020, 11:59pm. On days when the university is closed, whether for scheduled holidays or for emergencies, the licensee shall have no access to the facilities.

Section 3. Facility Rent

Holy Names University
3500 Mountain Blvd. Oakland, CA 94619 Phone: 510.436.1000 www.hnu.edu

Licensee shall pay the sum of **\$15,000** as the "Facility Rent" for use of the premises and services provided by Holy Names University, in the form of a "cashier's check" or "money order". We also accept VISA & MASTERCARD credit cards. Licensee shall submit four payments of \$3,750 for Facility Rental and services on or before each of the following dates: **July 1, 2019, October 1, 2019, January 1, 2020, and April 1, 2020**. Licensee is hereby informed that they will be liable to cover fees and/or charges incurred from any transaction involving "stop payment" or "insufficient funds" on the "facility and services payment". _____ initial

Section 4. Materials and supplies

Licensee shall reimburse Holy Names University for the cost of any supplies or materials provided by Holy Names University, including any equipment damaged by licensee. Holy Names University shall provide the licensee with an itemized invoice of relevant charges by January 1, 2020, and again on June 1, 2020. Payment shall be due within 60 days of receipt of the invoice. _____ initial

Section 5. Supervision of EBIA students

Licensee shall closely supervise EBIA students at all times they are on the campus of Holy Names University. In the interests of student safety, licensee shall permit science faculty of Holy Names University to observe licensee activities on the facilities. _____ initial

Section 6. Food Service

Licensee must not have any type of food or beverage in the facilities. _____ initial

Section 7. Facility Security Deposit

Licensee shall pay an additional sum of **\$2,000.00**, as Security Deposit. Licensee shall mail or deliver the Security Deposit to Holy Names University prior to sending the signed Facility Rental Contract. Holy Names University, at its option, may refuse to allow the Licensee use of the Premises if Licensee does not execute this Contract and deliver to Holy Names University, along with the Security Deposit and the "Certificate of Liability Insurance Form" by: **July 1, 2019**. Licensee is hereby informed that they will be liable to cover fees and/or charges incurred from any transaction involving "stop payment" or "insufficient funds" on the "security deposit payment". _____ initial

Licensee's Security Deposit shall be held as a security fee for the faithful performance by Licensee of all the terms, covenants and conditions of this Contract, (including but not limited to repair or any damages to the premises and any excessive cleaning of said premises, upon expiration of this Lease). In the event Licensee fails to keep and perform all the terms, covenants and conditions of this Contract, Holy Names University reserves the option to terminate said Contract. Holy Names University also reserves the right to retain said Security Deposit, or a portion thereof, as may be necessary to compensate Holy Names University for loss, damage, or excessive cleaning of facilities. Upon Licensee's performance of the terms, covenants and conditions of this contract, Holy Names University shall return the security deposit minus any portion necessary for compensation to Holy Names University fro any loss, damage, additional services not listed in this contract, or excessive cleaning of facilities. Should the security deposit not be returned in full, Holy Names University should provide the licensee with an itemized invoice of the charges applied to the security deposit, along with the remaining security deposit. _____ initial

Section 8. Cancellation

Cancellation by HNU: Holy Names University reserves the right to cancel this Contract at any time and for good cause, which shall include, but not limited to any total or partial damage or destruction of the Premises which makes it unsuitable for use, any emergencies or other unforeseen or exigent circumstances which make the leased Premises unavailable. Licensee and Holy Names University agree that Holy Names University shall have no liability to Licensee of any kind whatsoever if Holy Names University must cancel this Contract. Licensee's remedy shall be the return of the Security Deposit and any other advance payments made by Licensee to Holy Names University. If no security deposit on account with Holy Names University, Licensee shall be provided with sufficient notification of cancellation for purposes of securing another venue for the event.

_____ initial

Section 9. Authorized Use

a.) Licensee shall use and occupy the Premises during the term agreed and mentioned in Section 2 for the purpose of **chemistry and physics lab instruction**. Licensee shall not use or permit the use of said premises for any other purpose without prior written consent of Holy Names University. It is anticipated that **no more than 24 students will attend any session**. Any significant change in the number of persons attending or the composition of the group, will require the Licensee to give a written notice 48 hours prior to commencement of event. _____ initial

b.) Licensee shall not use the Premises for or carrying on or permit, on said premises, or any part thereof, any offensive, noisy, or dangerous trade, business or occupation, or any nuisance, or anything against public policy, nor interfere with the University. Licensee shall not use the Premises or permit the Premises to be used in whole or in part for the term of this Contract for any purpose or use that is in violation of any laws, ordinances, regulations or rules of any public authority of organization at any time. _____ initial

Section 10. Condition of Property

a.) Licensee shall keep and maintain the Premises in good order and as safe and clean a condition as they were when received from Holy Names University, reasonable wear and tear is acceptable. Licensee shall promptly replace any portion of the Premises or system or equipment in the Premises damaged by Licensee, which cannot be fully repaired, regardless of whether the benefit of such replacement extends beyond the term of this Agreement. _____ initial

b.) Holy Names University shall not be liable for any damage or injury to the person, business (or any loss in income there from), goods, wares, merchandise or other property of Licensee, Licensee’s employees, invitees, or any other person in or about the Premises, whether such damage or injury is caused by or results from: (i) fire, steam, electricity, water, gas or rain; (ii) the breakage, leakage, obstruction or other cause; (iii) conditions arising in or about the Premises or upon other portions of any building of which the Premises is a part, or from other sources or places; or (iv) any act or omission of any other licensee of any building of which the Premises are a part. _____ initial

c.) Upon termination of the Contract, Licensee shall surrender the Property to Holy Names University in the same condition as received, except for ordinary wear and tear which Licensee was not otherwise obligated to remedy under any provisions of this Contract. _____ initial

d.) Licensee shall not make any alterations, additions, or improvements to the Premises. _____ initial

e.) No animals are allowed on Campus except certified "service animals" that are accompanying a blind, deaf or physically disabled person. Service animals are animals individually trained to do work or perform a task for the benefit of an individual with a disability, including but not limited to guiding an individual with impaired vision, or alerting an individual with impaired hearing. _____ initial

Section 11. Advertising, Event Notice Compliance

Licensee agrees not to advertise event until a signed Contract by Holy Names University is returned to you. _____ initial

Licensee agrees to comply with Holy Names University rental policy, that Licensee shall in no way in any written or verbal communication including news releases, paid advertisements, posters, flyers, invitations, meeting notices, radio/TV announcements, et cetera, indicate that Holy Names University is a sponsor and/or co-sponsor of the above aforementioned event, or in any way endorses or supports the program, activity, meeting or event. Such notices may use wording such as: "This event is sponsored by EBIA, an independent organization, and is being held on the campus of Holy Names University under a contractual agreement". _____ initial

In addition, the Licensee agrees to submit for Holy Names University approval all written or verbal communication including news releases, paid advertisements, posters, flyers, invitations, meeting notices, radio/TV announcements, et cetera prior to its release and agrees to use said forms of publicity pending Holy Names University approval only. Holy Names University reserves the right to require that any be altered prior to release. Holy Names University may cancel this agreement for any violation of the Section and retain the Security Deposit at its discretion. _____ initial

Section 12. Indemnity

This Contract is made upon the express condition that Licensee agrees to indemnify, keep, save and hold free Holy Names University from all liability, penalties, losses damages, costs, expenses, causes of action, claims and/or judgments arising by reason of any injury or damage to any person or persons, including without limitation the Licensee, its servants, agents, employees, invitees and licensees or property of any kind whatsoever and to whomever belonging, from any cause or causes whatsoever other than from Holy Names University's gross negligence or willful misconduct while in, upon or in any way connected with the premises to its appurtenances, or the sidewalks adjacent thereto, during the terms of this Contract or any occupancy there under, Licensee hereby covenanting and agreeing to indemnify, protect and save Holy Names University harmless from all liability, loss costs and obligations on account of or arising out of any such injuries or losses, however occurring. _____ initial

Section 13. Arbitration & Attorney's Fees

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award by the arbitration(s) may be entered in any court having jurisdiction thereof. Holy Names University and Licensee agree that any and all arbitration shall be held in the City of Oakland, County of Alameda, State of California. Should any arbitration be commenced between the parties to this Agreement concerning said Premises, this Agreement, or the rights and duties of either in the relation thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted in the arbitration, to a reasonable sum and for its attorney's fees in such arbitration which shall be determined by the arbitrator. _____ initial

Should any arbitration be commenced between the parties to this Contract concerning said Premises, this Contract, or the rights and duties of either in the relation thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted in the arbitration, to a reasonable sum and for its attorney's fees in such arbitration which shall be determined by the arbitrator. _____ initial

Section 14. Governing Law

This agreement shall be governed and interpreted solely by the laws of the State of California. _____ initial

Section 15. Severability

Any provisions of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such provisions shall remain in full force and effect. _____ initial

Section 16. Public Liability and Property Damage

Licensee shall take out and maintain with respect to Licensee’s premises and any activities conducted thereon, at Licensee’s expense, Public Liability Insurance, with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence of Bodily Injury and Property Damage Liability insuring against all liability of Licensee and its authorized representatives arising out of and in connection with Licensee’s use or occupancy of the premises. _____ initial

All public liability and property damage insurance shall insure performance by Licensee of the indemnity of Section 10 and shall contain cross-liability endorsements. _____ initial

The policy is required to be obtained by Licensee pursuant to the provisions of this Section; shall be with a company and in policy whose form is satisfactory and acceptable to Holy Names University. The policy shall designate Holy Names University as an additional named insured. Licensee shall provide Holy Names University with a “certificate of liability insurance form” by the insurance company issuing the policy required, pursuant to the provisions of this Section. Said certificate shall provide that the insurance there under shall not be altered or cancelled until after ten (10) days written notice to Holy Names University. _____ initial

Section 17. Amendments

This Contract may be amended only in writing, signed by Holy Names University and Licensee. _____ initial

Section 18. Technical Services & Setups

a) Licensee shall submit to the Campus Services Office final requests for all technical services (i.e., sound and lighting technicians, stage hands, ushers, etc.), technical and audio-visual equipment, as well as completed, legible “Physical Set Up Diagram Form(s)”, **three (3) weeks prior to scheduled event.** _____ initial

Section 19. Entire Facility Rental Contract

This document includes all of the agreements, and supersedes all prior agreements, between the parties relating to the subject matter, and may be modified only by a Facility Rental Contract Addendum in writing signed by each of the parties. _____ initial

IN WITNESS WHEREOF, said parties have set their hands as of the day and year set forth.

Holy Names University
3500 Mountain Boulevard
Oakland, California 94619
Telephone: 510-436-1508

East Bay Innovation Academy
3400 Malcolm Avenue
Oakland, CA 94605
Telephone: 510-577-9557

By _____
Luis Guerra, VP Facilities & Events

By _____

Date _____

Date _____

Cover Sheet

Employment Contract - EBIA Executive Director

Section: IV. Governance
Item: B. Employment Contract - EBIA Executive Director
Purpose: Vote
Submitted by:
Related Material: Marolla, Dean HOS Employment Agreement 190521 (2).pdf



AT-WILL EMPLOYMENT AGREEMENT
Between
EAST BAY INNOVATION ACADEMY & DEAN MAROLLA

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Board of Directors (“Board”) of East Bay Innovation Academy (“EBIA”), a California public charter school approved by the Oakland Unified School District (“District”). The Board desires to hire employees who will assist EBIA in meeting its goals and the requirements of EBIA’s charter, and implementing the purposes, policies, and procedures of EBIA. The parties recognize that EBIA is not governed by the provisions of the California Education Code except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, EBIA and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EBIA has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* EBIA has been duly approved by the District according to applicable law.
2. Pursuant to Education Code section 47604, EBIA has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, EBIA is considered a separate legal entity from the District. The District shall not be liable for any debts and obligations of EBIA, and the employee signing below expressly recognizes that he/she is being employed by EBIA and not the District.
3. Pursuant to Education Code section 47610, EBIA must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. EBIA shall be deemed the exclusive public school employer of the employees at EBIA for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Employee shall work in the position of Head of School. Employee will perform such duties as EBIA may reasonably assign and Employee will abide by all of EBIA’s policies and



procedures as adopted and amended from time to time. Employee further agrees to abide by EBIA's charter.

A copy of the job description for the above position is attached hereto and incorporated by reference herein as **Attachment A**. These duties may be amended from time to time in the sole discretion of EBIA.

2. **Work Schedule**

This position begins July 1, 2019 and is a year-round position. The minimum daily on-site obligations for this full-time position shall be the hours the school site is open to students. While Employee shall generally be available at EBIA during this time period, the duties of this position may require work on weekends, and before and after the regular work year or hours of the work day.

Subject to the at-will nature of employment as defined in Section C below, workdays for Employee shall be consistent with the applicable calendar of workdays for this position, which includes every weekday unless designated as holiday or paid time off in section 4, below.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EBIA.

3. **Compensation**

The annual base salary for this position is \$147,000 subject to all regular withholdings and paid twice monthly. Employee's compensation may be prorated depending upon whether Employee remains employed, or in active status, for all workdays of this position. As an exempt employee, Employee shall not be eligible to earn overtime. Employee will participate in the EBIA Annual Incentive Plan (AIP) as follows:

- AIP bonus range is 2% of base salary, and will be awarded if employee attains established performance metrics, which will be annually drafted by Employee and annually approved by the Board of Directors.

The implementation of the EBIA Annual Incentive Plan is dependent on the budget constraints of any given year.

4. **Holidays/Paid Time Off**

Employee receives twelve (12) national/California holidays (currently New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving and the day after, Christmas Eve and Day). No additional day is taken for holidays that fall during designated school breaks.



There will be an additional five (5) school site closure days per year, during school breaks, which will be paid days off for Employee. In addition, Employee accrues fifteen (15) days of Paid Time Off (PTO) per year (accrued monthly) and five (5) days of Sick Leave each year (front-loaded at the beginning of the fiscal year, July 1, and pro-rated for new hires). Employee may carry-over PTO year-to-year up to a cap of twenty-three (23) days, and carry-over Sick Leave year-to-year up to a cap of thirty (30) days. For purposes of carry-over, the year begins July 1.

All PTO must be requested and approved via the official EBIA process. PTO use is subject to EBIA approval, based on coverage and mission needs. Sick-Leave is not paid out upon separation, but may be transferred to subsequent employers or STRS where applicable.

5. **Employee Benefits**

Full-time employee will be entitled to participate in designated employee benefit programs and plans established by EBIA (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by EBIA.

6. **Performance Evaluation**

The Board of Directors shall evaluate the performance of Employee at least once annually. This evaluation shall be based on the job description and performance objectives as defined in this Agreement. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to Employee and he/she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to Employee, the Board shall meet with Employee to discuss the evaluation. Failure to evaluate Employee shall not impair the Board of Director's ability to release Employee on an at-will basis as outlined below.

7. **Employee Rights**

Employment rights and benefits for employment at EBIA shall only be as specified in this Employment Agreement, EBIA's charter, the Charter Schools Act and EBIA's personnel policies, which from time to time may be amended and modified by EBIA. Employment rights and benefits may be affected by other applicable agreements, directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or any employment rights with the District or EBIA.

8. **Licensure**



Employee understands that employment is contingent upon verification and maintenance of any applicable licensure and/or credentials.

9. **Child Abuse Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, Employee acknowledges he or she is a childcare custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will also be required to submit evidence from a licensed physician and/or licensed entity that he/she was found to be free from tuberculosis risk factors, or active tuberculosis if risk factors were identified. Both clearances must be in place prior to the first day of service.

11. **Conflicts of Interest**

Employee understands that, while employed at EBIA, she will have access to confidential and proprietary information. Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with her employment with EBIA.

12. **Outside Professional Activities**

Upon obtaining prior written approval of the Board, Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. EBIA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

13. **Expense Reimbursement**

EBIA shall reimburse Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable EBIA policy and authorization.

14. **Required Contract Provisions**

3400 Malcolm Ave × Oakland, CA 94605 × Phone: 510-577-9557 × E-Mail: info@eastbayia.org × Web: www.eastbayia.org



The following provisions are required to be included in this Agreement by the California Government Code:

a. Limitations on Cash Settlement

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of Employee multiplied by twelve (12).

b. Required Reimbursements

Employee shall be required to reimburse EBIA for any salary or fees she receives from EBIA in relation to her placement on paid administrative leave pending criminal charges if she is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, Employee must reimburse EBIA for any cash settlement she receives in relation to her termination if she is convicted of a crime involving the abuse of office/position.

15. Assignment of Inventions Agreements

Employee shall at all times be subject to and bound by the Agreement to Assign Inventions, attached hereto as **Attachment B**, which is attached and incorporated herein by reference.

C. EMPLOYMENT AT-WILL

EBIA may terminate this Agreement and Employee's employment at any time with or without cause, with or without notice, at EBIA's sole and unreviewable discretion. Either party may immediately terminate this Agreement and EBIA's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of EBIA. No one other than the Board of EBIA has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of EBIA and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Without impacting the at-will nature of the employment relationship, EBIA may attempt to remedy and address issues of unsatisfactory performance with Employee in accordance with EBIA's policy on Evaluation/Reviews.

D. GENERAL PROVISIONS

1. Waiver of Breach



The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.



E. ACCEPTANCE OF EMPLOYMENT

By signing below, Employee declares as follows:

1. I have read this Agreement and accept employment with EBIA on the terms specified herein.
2. All information I have provided to EBIA related to my employment is true and accurate.
3. A copy of the job description is attached hereto.
4. This is the entire agreement between EBIA and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____

EBIA Approval:

Dated: May 21, 2019


Authorized EBIA Representative

This Employment Agreement is subject to the formal ratification and approval by the EBIA Board.



Attachment A

Job Description

The **Head of School** will lead, manage and oversee all functions, including the education program to ensure high student academic performance, budget to ensure fiscal solvency of site, recruiting and talent development to build a highly collaborative high achieving team, school operations, community relations and facilities in accordance with EBIA standards, including the following:

General Administrative Duties

- Understand, promote and support the mission, vision, and guiding principles of EBIA Charter School.
- Ensure effective and frequent communications systems across multiple stakeholder groups.
- Seek input from staff, parents, students and Board of Directors on the school's functioning through formal and informal structures in order to make positive changes over time while maintaining program continuity and comprehensiveness.
- Develop a sense of community while respecting and responding appropriately to the strengths and needs of staff. Act as a liaison, when necessary and appropriate, between parents and staff.
- Demonstrate excitement about learning and excitement about engaging children in learning. Attempt to know every student attending the school and uphold high expectations for students.
- Be available to parents on a regular basis. Keep parents informed of and involved in policy changes at the school. Encourage parent support and cooperation and enlist their efforts to sustain well-kept school structure.
- Ensure that all school staff understand, promote and support the mission, vision, and guiding principles of EBIA Charter School.
- Serve as primary liaison to the Board and to the larger community

School Culture and Climate

- Ensure a positive and inclusive school climate is created, embracing EBIA's innovator norms.
- Ensure that systematic interventions occur whenever students are struggling; monitor quality and effectiveness of interventions to ensure they are rigorous, disciplined, and high-impact.

Academics

- Oversee the alignment of the Design Thinking, Project Based Learning, and Blended Learning models to ensure teachers understand and experience the EBIA approach as a cohesive approach; oversee the development of the EBIA Essentials of Effective Instruction to define excellent instruction and progression towards excellent instruction.
- Manage the setting of clear, measurable, motivating goals at the beginning of the year for every grade/subject and every class; ensure the team is bought into the goals and feels motivated by and accountable to them; keep goals front and center and regularly assess student progress toward them.
- Plan and develop the instructional program in partnership with the EBIA Directors and staff.
- Help facilitate regular data inquiry cycles with teaching teams to ensure all students are making adequate progress towards mastery of standards.



- Oversee the management of the assessment system to ensure that teachers are using data to drive instruction and differentiate instruction; support teachers in developing strategic individualized learning plans.

Supervision and Staffing

- Facilitate the identification of clear learning goals for teachers and the creation and execution of development plans using a range of coaching strategies to improve teacher effectiveness.
- Ensure that teachers receive hands-on coaching and help them master the EBIA Essentials of Effective Instruction.
- Accurately identify and prioritize professional development needs through careful analysis of student data, teacher growth areas and school goals; maximize the impact of formal PD time and ensure that all sessions are thoroughly and thoughtfully planned, engaging and actionable
- Hire and supervise school leadership team and other staff positions as needed. Ensure a comprehensive and thoughtful supervision process is established and continually work to help all staff reach goals and improve their performance; evaluate all staff using strategic evaluation tools and processes.

Site Administrator duties

- Collaborate with Leadership team to define and establish EBIA policies. Take ownership to understand, implement, and uphold EBIA policies:
 - With students and families. Includes academic policy, behavioral expectations, EBIA norms and culture.
 - With staff. Includes consistent and equitable application of human resource policies and CBA provisions, and training staff to have the clarity and tools to implement student-facing policies.
 - With candidates. Conduct consistent, equitable, and legal hiring processes.
 - With community. Be the face of EBIA administrative team with third party agencies when called upon during course of day.
- Be knowledgeable about legal requirements, best practices, and EBIA duties and services in serving all populations, including special education, 504 and English language learner students.
- Serve as Manager, performing tasks including goal setting, feedback and development. For management of ETA unit members, this includes implementing a timely and complete PEP process.
- Take ownership in the successful day-to-day operations of the school, including securing school property, exercising leadership and decision-making authority in unplanned circumstances, implementing procedures during emergencies.
- Be a flexible team player, providing coverage as needed, for teachers and operations.



Attachment B

AGREEMENT TO ASSIGN INVENTIONS

While providing services to EBIA (together with its affiliates and subsidiaries, "EBIA"), your services may include, in part, the development of new products. To protect EBIA's ownership of these products and services, EBIA requires that you read and sign this Agreement. If you have any questions about this Agreement, or do not understand any part of it, please discuss your questions or concerns with your counsel before signing this Agreement.

1. Assignment of Inventions. I understand and agree that all Inventions (as defined below) that I develop, in whole or in part, will be the sole and exclusive property of EBIA, and I hereby assign all of my right, title and interest in and to any and all inventions, original works of authorship, curriculum, discoveries, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice during the period of my contract with EBIA ("Inventions") to EBIA, and I further agree to take all steps necessary to assist EBIA with applications, registrations, and other proper documentation to secure the assignment and protection of those rights.

I further understand and agree that this Agreement does not apply to any invention that I develop entirely on my own time without using EBIA's equipment, supplies, facilities, or trade secret information, except for those inventions that either:

(a) Relate at the time of conception or reduction to practice of the invention to EBIA's business, or actual or demonstrably anticipated research or development of EBIA; or

(b) Result from any work performed by me for EBIA.

2. Disclosure of Inventions. I agree to make prompt and full disclosure to EBIA of all Inventions made by me during the term of my employment, whether made solely or jointly with others. All information disclosed by me to EBIA that is outside the scope of this Agreement shall be received and held by EBIA in confidence. Such disclosure by me shall be made so that EBIA can determine whether or not rights to such Invention are EBIA's property.

3. Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions and other business information made by me in the form of notes, sketches, drawings and other notations, which may be specified by EBIA. These records are the sole and exclusive property of EBIA.

4. Inventions or Information Retained as Employee Property. Attached as **Exhibit 1** to this Agreement, and incorporated herein by this reference, is a list of all Inventions that belonged to me prior to my contract with EBIA (collectively referred to as "Prior Inventions") and that relate to the business of EBIA or its actual or demonstrably anticipated research or development, the ownership of which is not assigned to EBIA hereunder. If no such list is attached, I represent that there are no such Prior Inventions. I represent that there are no other Inventions retained by me, except as disclosed.



5. **Incorporation of Employee’s Inventions or Information.** If, during the course of my employment with EBIA, I incorporate into EBIA’s products or information, processes, technology, or devices a prior invention or idea owned by me or in which I have an interest, then I hereby grant to EBIA a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such prior invention or information as part of, or in connection with, EBIA’s products, processes, technology, devices, or information. If EBIA sells such prior invention or information as part of, or in connection with, EBIA’s products, processes, technology, devices, or information, EBIA will negotiate in good faith with the employee to determine a fair license fee for use of such prior invention.

6. **Intellectual Property Rights in Works of Authorship.** I acknowledge and agree that any intellectual property rights which qualify as works of authorship belong to EBIA and are “works made for hire” within the definition of Section 101 of the United States Copyright Act, Title 17, United States Code.

AGREED TO AND ACCEPTED BY:

Dated: _____

Exhibit 1 Inventions or Information Retained as Employee Property

- 1. _____
- 2. _____
- 3. _____

Please add additional information/lines as needed

Cover Sheet

Review and Approve LCAP for 2019 - 2020 School Year

Section: IV. Governance

Item: C. Review and Approve LCAP for 2019 - 2020 School Year

Purpose: Vote

Submitted by:

Related Material:

2019_Local_Control_and_Accountability_Plan_&_Annual_Update_East_Bay_Innovation_Academy_20190612
(2).pdf

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: East Bay Innovation Academy

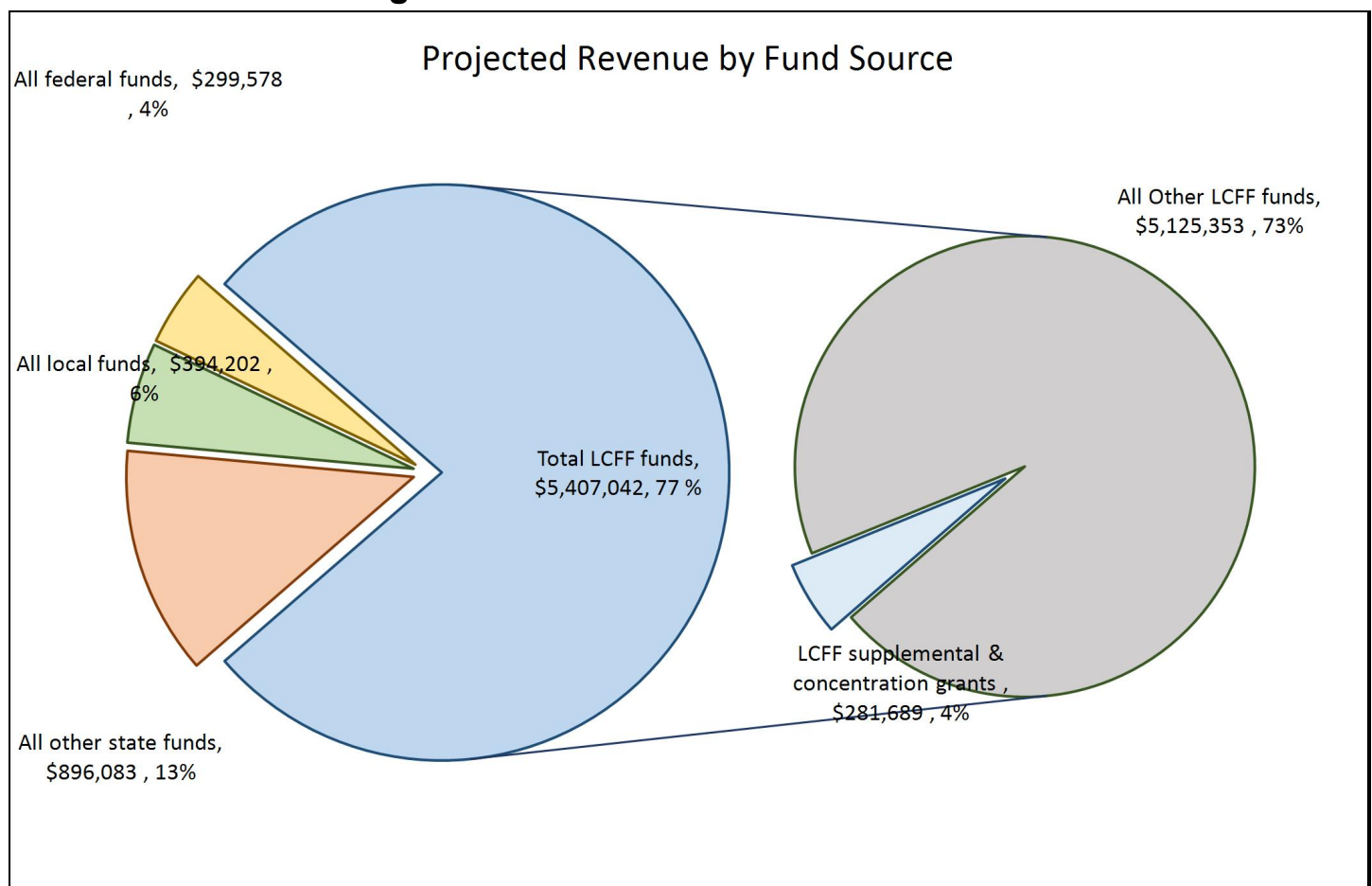
CDS Code: 01-61259-0129932

Local Control and Accountability Plan (LCAP) Year: 2019-20

LEA contact information: Devin Krugman, Head of School

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2019-20 LCAP Year

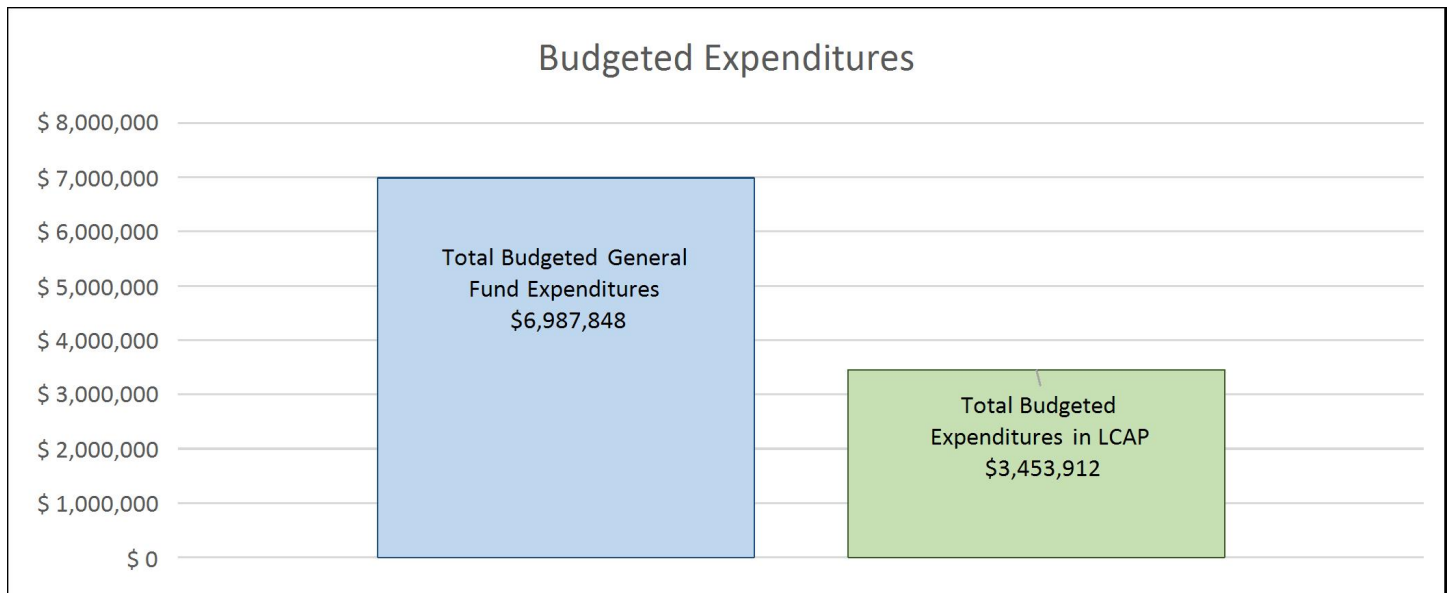


This chart shows the total general purpose revenue East Bay Innovation Academy expects to receive in the coming year from all sources.

The total revenue projected for East Bay Innovation Academy is \$6,996,905, of which \$5,407,042 is Local Control Funding Formula (LCFF), \$896,083 is other state funds, \$394,202 is local funds, and \$299,578 is federal funds. Of the \$5,407,042 in LCFF Funds, \$281,689 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much East Bay Innovation Academy plans to spend for 2019-20. It shows how much of the total is tied to planned actions and services in the LCAP.

East Bay Innovation Academy plans to spend \$6,987,848 for the 2019-20 school year. Of that amount, \$3,453,912.00 is tied to actions/services in the LCAP and \$3,533,936 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

General Fund Budget Expenditures not in our LCAP include:

Benefits

Business and Operational Costs (Back office, bank fees, front office staff, etc)

Rent

Increased or Improved Services for High Needs Students in 2019-20

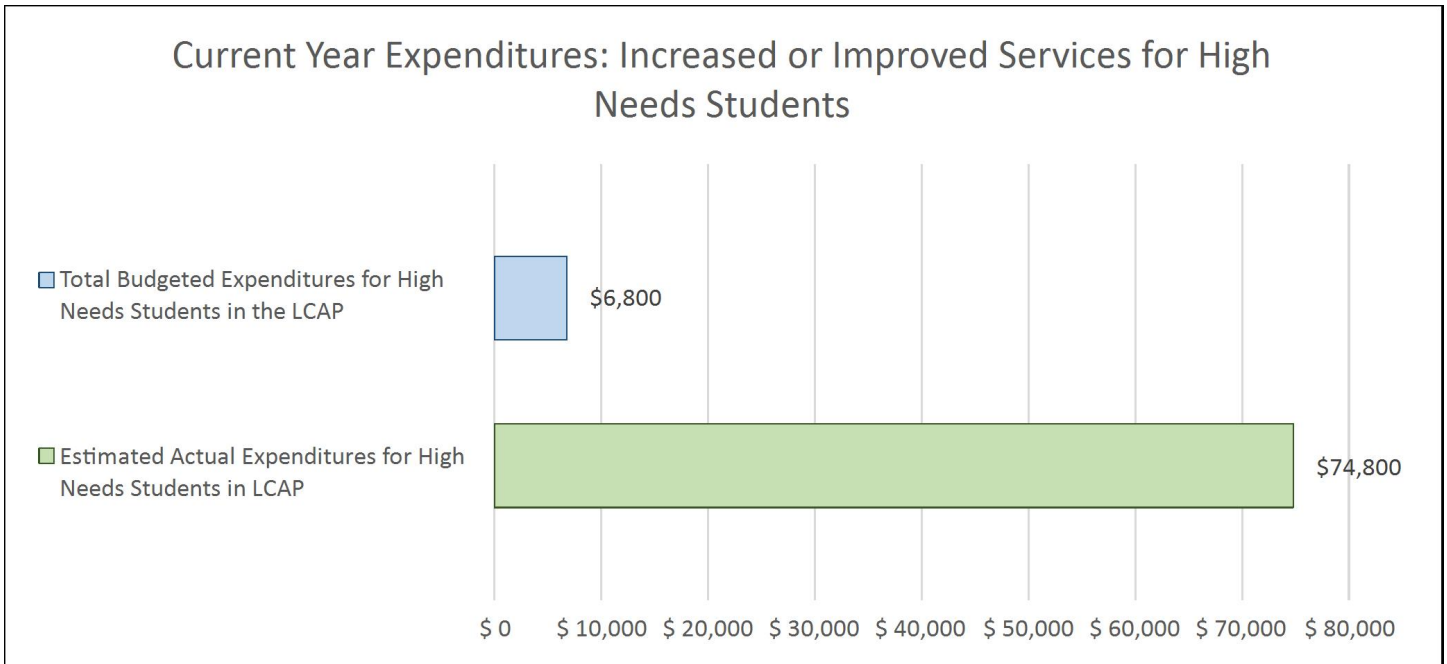
In 2019-20, East Bay Innovation Academy is projecting it will receive \$281,689 based on the enrollment of foster youth, English learner, and low-income students. East Bay Innovation Academy must demonstrate the planned actions and services will increase or improve services for high needs students compared to the services all students receive in proportion to the increased funding it receives for high needs students. In the LCAP, East Bay Innovation Academy plans to spend \$239,585.00 on actions to meet this requirement.

The additional improved services described in the LCAP include the following:

Some of our costs associated with the actions and services designated for our unduplicated student population are included in our general funds or are volunteer hours. An example would be translations for all communication, cataloging of community resources available, teacher and staff volunteer time, and parent volunteer time.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2018-19



This chart compares what East Bay Innovation Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what East Bay Innovation Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2018-19, East Bay Innovation Academy's LCAP budgeted \$6800 for planned actions to increase or improve services for high needs students. East Bay Innovation Academy estimates that it will actually spend \$74800.00 for actions to increase or improve services for high needs students in 2018-19.

LCAP Year (select from 2017-18, 2018-19, 2019-20)

2019-20

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)

[California School Dashboard](#): 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 2018-19 school year, East Bay Innovation Academy (“EBIA”) served students in grades 6 – 11 with approximately 500 students on two campuses. Our students come from every zip code in Oakland representing a diverse and multifaceted community. Next year we will proudly have our first graduating class of seniors.

Number of Students Enrolled by Grade Level

Grade 6: 124
 Grade 7: 121
 Grade 8: 119
 Grade 9: 83
 Grade 10: 50
 Total Enrollment: 497

Percent of Total Enrollment by Student Group

Black or African American: 18.3%
 American Indian or Alaska Native: 0.4%
 Asian: 5.0%
 Filipino: 1.0%
 Hispanic or Latino: 30.0%
 Native Hawaiian or Pacific Islander : 1.0%
 White: 28.8%
 Socioeconomically Disadvantaged: 25.6%
 English Learners: 6.6%
 Students with Disabilities: 14.9%
 Foster Youth: 0.0%

Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)

English Language Arts/Literacy

2016-17
 EBIA: 58.0%
 OUSD: 35%
 State: 48%

2017-18
 EBIA: 53%
 OUSD: 36%

State: 50%

Mathematics

2016-17

EBIA: 48.0%

OUSD: 28.0%

State: 37.0%

2017-18

EBIA: 48.0%

OUSD: 29.0%

State: 38.0%

*****See charts of CAASPP Test Results in Math and ELA by Student Group in the sections "Review of Performance Gaps" and "Greatest Needs"

LCAP Highlights

Identify and briefly summarize the key features of this year's LCAP.

In the 2018-19 school year, EBIA's charter was successfully renewed for a second, five-year term. The renewal process allowed us to do a deep dive into our data and solidify our goals as a public school offering a unique program to the families of Oakland. We have updated our goals for the 2019-20 school year to align our LCAP with our charter renewal. This allows us to focus our resources and energy, creating cohesive supports for our diverse student body.

Our updated LCAP goals:

Goal 1: To develop both young and mature leaders who collaborate, manage change, and take ownership of their learning experiences.

Goal 2: To offer families a coherent 21st century program that offers new, innovative, and alternative educational offerings to the ones currently provided in Oakland.

Goal 3: To increase the number of students who excel in math, technology, and innovation to become leaders in a new, rapidly evolving, economy.

EBIA's co-founder and Head of School will be transitioning out at the end of the 2018-19 school year. We are in the process of recruiting and hiring a new head of school as we transition from a growth environment, adding a new grade each year, to focusing all of our efforts on strengthening and adjusting our offerings based on the needs of our students.

Highlights of our 2019-20 LCAP include:

After 5 years of hard work, EBIA will be graduating our first class of seniors.

EBIA will offer Computer Science courses and a computer science career pathway. Implementing Linked Learning: "Linked Learning is a successful approach to education based on the idea that students work harder and dream bigger if their education is relevant to them. The Linked Learning approach integrates rigorous academics that meet college-ready standards with sequenced, high-

quality career-technical education, work-based learning, and supports to help students stay on track. For Linked Learning students, education is organized around industry-sector themes. The industry theme is woven into lessons taught by teachers who collaborate across subject areas with input from working professionals, and reinforced by work-based learning with real employers. This makes learning more like the real world of work, and helps students answer the question, "Why do I need to know this?"

Linked Learning exposes high school students to previously unimagined college and career opportunities by turning their education into a personally relevant, engaging experience. Research shows that Linked Learning students have higher rates of engagement and higher graduation rates than their peers at traditional high schools. This approach to education is helping to create a disciplined, prepared, and productive future workforce, ready to succeed in college, career, and life."

EBIA will continue to improve and offer project based learning opportunities in all grades.

EBIA Upper School will increase AP course offerings in a number of disciplines including Spanish, math, science, ELA, and Capstone.

Review of Performance

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, 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

Based on a review of the California School Dashboard, EBIA's greatest progress is the decrease of our Suspension Rates which was "orange" on the 2017 dashboard. In 2018, our overall performance was "blue". There was a decrease of 3.1% for ALL students taking our rate down to .4%. Our subgroup of Student with Disabilities decreased 4.5% and our subgroup of African American Students decreased 3.3%. We believe this progress is the result of hiring a full time restorative justice coordinator. The purpose of the position was to have full time support towards remediation of conflict at a lower escalation level in order to preempt suspension. The second was through the hiring of a school culture and climate coach/dean of students. The purpose of this position was 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.

Additional progress in the 2018-19 school year includes:

EBIA has ensured that each new grade level has qualified and appropriately assigned teachers and standards aligned curriculum while maintaining our unique focus on a 21st century education.

EBIA has created a standardized grading rubric to provide consistency within our organization

EBIA student SAT scores were outstanding with 25% scoring 1300 or above

EBIA was successfully renewed by OUSD while the climate during the OUSD teacher strike was hostile towards charter schools.

EBIA successfully bargained with the teachers union to prevent a teachers strike during the OUSD teacher strike.

EBIA was fiscally responsible ending the year in the black.

EBIA created an AP capstone program and offered a variety of AP seminars

EBIA believes in the importance and need for diversity of their student body. While EBIA serves students from every zip code in Oakland, our percentages of the various student subgroups were not as diverse as we wanted. This past year our percentage of unduplicated students increased and we will continue to recruit the highest needs students from Oakland.

Referring to the California School Dashboard, 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

EBIA did not have any indicators for which overall performance was in the "Red" or "Orange" performance category. We did receive a "Not Met" in our Local Indicators (Basics: Teacher, Instructional Materials, Facilities, Implementation of Academic Standards, Local Climate Survey, Access to a Broad Course of Study, and Parent Engagement). This was a data entry mistake and we have "Met" all of our Local Indicators. Each one is accounted for in our LCAP measurable outcomes and SARC. EBIA will have all indicators "MET" on the California Dashboard in the 2019-20 school year.

****See chart of CAASPP Test Results in Math by Student Group in the next section "Review of Performance Gaps"**

**CAASPP Test Results in ELA by Student Group
Grades Three through Eight and Grade Eleven (School Year 2017-18)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	354	352	99.44	52.56
Male	204	203	99.51	46.80
Female	150	149	99.33	60.40
Black or African American	59	59	100.00	32.20
American Indian or Alaska Native	--	--	--	--
Asian	21	21	100.00	52.38
Filipino	--	--	--	--
Hispanic or Latino	97	97	100.00	40.21
Native Hawaiian or Pacific Islander	--	--	--	--
White	115	114	99.13	74.56
Two or More Races	53	52	98.11	53.85
Socioeconomically Disadvantaged	82	82	100.00	36.59
English Learners	41	41	100.00	17.07
Students with Disabilities	43	43	100.00	18.60

Referring to the California School Dashboard, 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 includes English Language Arts and Math.

EBIA's vision to attract and serve both traditionally high performing students and high needs students in a non-tracked, small, innovative, 21st century learning environment will often create gaps in our performance indicators. Receiving students at multiple levels below grade level and multiple levels above grade level will create temporary gaps in performance. EBIA's model engages ALL students in an innovative model to develop a love of learning while providing supplemental supports for those that entered below grade level. The supplemental support 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. EBIA will begin tracking cohorts of students that have been at the school for 3 years or more to track our progress and tell a more comprehensive narrative around performance gaps.

ELA

Overall student performance = "Yellow"

Students with Disabilities subgroup performance = "Red"

English Language subgroup performance = "Red"

Math

Overall student performance = "Yellow"

Students with Disabilities subgroup performance = "Red"

EBIA will also perform an audit of our supports for Students with Disabilities and English Learners to ensure there are no gaps in services and identify any areas of improvement in the 2019-20 school year.

***See CAASPP Test Results in ELA by Student Group in previous section "Review of Needs"

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2017-18)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	354	352	99.44	48.01
Male	204	203	99.51	47.29
Female	150	149	99.33	48.99
Black or African American	59	59	100	18.64
American Indian or Alaska Native	--	--	--	--
Asian	21	21	100	52.38
Filipino	--	--	--	--
Hispanic or Latino	97	97	100	27.84
Native Hawaiian or Pacific Islander	--	--	--	--
White	115	114	99.13	76.32
Two or More Races	53	52	98.11	53.85
Socioeconomically Disadvantaged	82	82	100	25.61
English Learners	41	41	100	14.63
Students with Disabilities	43	43	100	20.93

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

Schools Identified

Identify the schools within the LEA that have been identified for CSI.

EBIA has not been identified for CSI.

Support for Identified Schools

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

EBIA has not been identified for CSI.

Monitoring and Evaluating Effectiveness

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

EBIA has not been identified for CSI.

Annual Update

LCAP Year Reviewed: 2018-19

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

100% of core academic teachers will be NCLB compliant.

18-19

100% of core academic teachers will be NCLB compliant.

Baseline

90% of core academic teachers are NCLB compliant.

100% of core academic teachers were NCLB compliant (or appropriately credentialed)

Metric/Indicator

85% of faculty reaches Personal Educator Plan goals.

18-19

90% of faculty reaches Personal Educator Plan goals.

Baseline

80% of faculty reaches Personal Educator Plan goals.

This is not measurable. We will be changing the metric for the upcoming year.

Expected

Metric/Indicator
90% of community demonstrate satisfaction with school on the annual school wide survey.

18-19
80% of community demonstrate satisfaction with school on the annual school wide survey.

Baseline
80% of community demonstrate satisfaction with school on the annual school wide survey.

Metric/Indicator
95% of students will be prepared to take A-G courses in high school.

18-19
90% of students prepared to take A-G courses in high school.

Baseline
78% of students prepared to take A-G courses in high school.

Metric/Indicator
100% "Good" ratings on SARC.

18-19
100% "Good" ratings on SARC.

Baseline
90% for those metrics owned or influenced by the LEA.

Actual

This question was not asked in our survey - see Goal 2's Annual Measurable Outcomes to see more detailed survey results.

This metric is unclear. We will be altering the metric for the 2019-20 school year

"Good" rating was achieved on the SARC for the metrics owned or influenced by the LEA

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
BTSA training and support for new staff. Human resources support for all staff. Professional development summer training for all staff.	BTSA training and support for new staff. Human resources support for all staff. Professional development summer training for all staff.	Professional Development 5000-5999: Services And Other Operating Expenditures LCFF 20000	Professional Development 5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration 20000

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Purchase and maintain a computer fleet that provides 1:1 laptop access to all EBIA students.	Purchase and maintain a computer fleet that provides 1:1 laptop access to all EBIA students	student Chromebooks- new fleets to replace outdated fleets for two grade levels 4000-4999: Books And Supplies LCFF 128600	student Chromebooks- new fleets to replace outdated fleets for two grade levels 4000-4999: Books And Supplies LCFF Base 126400

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Support costs and ensure that 100% of high school students sit for at least one college preparatory assessment throughout the school year including the PSAT and AP exams. NWEA MAP assessments.	Support costs and ensure that 100% of high school students sit for at least one college preparatory assessment throughout the school year including the PSAT and AP exams. NWEA MAP assessments.	student assessment 5000-5999: Services And Other Operating Expenditures LCFF 3651	Student Assessments 5000-5999: Services And Other Operating Expenditures LCFF Base 12000

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 accomplished all of the actions and services identified last year to accomplish this goal.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

The annual measurable outcomes were not well designed to determine the effectiveness of our actions/services to achieve our goal. We will be revising both the goal and measurable outcomes for the 2019-20 school year.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Support costs and ensure that 100% of high school students sit for at least one college preparatory assessment throughout the school year including the PSAT and AP exams. NWEA MAP assessments. - we ended up 12k estimate, 8 k more than we anticipated bc we covered the test fees (AP, SAT) for FRL. We want to continue this action and will include this cost in our budget for the 2019-20 school year.

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.

As we reflect on our program and our overall goals, we are going to fold this goal under another goal. While we plan to "Provide and maintain basic services for students and school." going forward, these are non-negotiable basic services for our students and not a goal within itself. EBIA would like to identify additional metrics tied to student achievement that will better inform whether we are accomplishing our goals for ALL of our students.

Annual Update

LCAP Year Reviewed: 2018-19

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

Metric/Indicator

90% of students demonstrate satisfaction with the school on the annual school wide survey.

18-19

90% of students demonstrate satisfaction with the school on the annual school wide survey.

Baseline

72% of students demonstrate satisfaction with the school on the annual school wide survey.

Metric/Indicator

90% of students report feeling safe and supported on campus.

18-19

85% of students report feeling safe and supported on campus.

Actual

We did not have one single questions that measure overall satisfaction of the school. The survey was broken into the following categories

Students positively responded Agreed or Strongly Agreed on statements around the following topics:

67%: Climate of Support for Academic Learning

56%: Knowledge and Fairness of Discipline, Rules and Norms

63%: Safety

52%:Sense of Belonging (School Connectedness)

60% of students report feeling safe or very safe on campus.

Expected	Actual
<p>Baseline 75% of students report feeling safe and supported on campus.ents report feeling safe and supported on campus.</p>	
<p>Metric/Indicator <10% suspension rate.</p>	.4% suspension rate
<p>18-19 <8% suspension rate.</p>	
<p>Baseline <10% suspension rate.</p>	
<p>Metric/Indicator 75% of students indicate a sense of belonging and equity and connectedness of student groups</p>	51% Strongly Agree or Agree with the statement: "I am happy to be at this school"
<p>18-19 70% of students indicate a sense of belonging and equity and connectedness of student groups</p>	47% Strongly Agree or Agree with the statement: "I feel like I am part of this school."
<p>Baseline 60% of students indicate a sense of belonging and equity and connectedness of student groups</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
<p>Hiring of Dean of Students for staff professional development and systems oversight.</p>	<p>EBIA was not able to hire a Dean of Students for the 2018-19 school year. Instead we hired a consultant (Unconditional Education Coach) that conducted professional development with our teachers and staff.</p>	<p>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</p>	<p>Staff and Unconditional Education Coach and Director of Innovative Instruction establish curriculum for SEL lesson planning and work collaboratively with staff to educate to the Innovator Norms and facilitate during Morning Meeting and Advisory. Unconditional Education Coach provides</p>



conferences/workshops and trains teachers. 1000-1999: Certificated Personnel Salaries LCFF 82400

training to teaching staff during Professional Development days and organizes culture building events. 5000-5999: Services And Other Operating Expenditures LCFF Base 90000

Action 2

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Hiring and training of Restorative Justice coordinator to support and supervise school culture and discipline plan.	Hiring and training of Restorative Justice coordinator to support and supervise school culture and discipline plan	Hire and train Restorative Justice coordinator to support DESEL and assist in managing the school culture and discipline plan 2000-2999: Classified Personnel Salaries LCFF 40000	Hire and train Restorative Justice coordinator to support DESEL and assist in managing the school culture and discipline plan 2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration 48000

Action 3

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
Social emotional learning curriculum, educational technology platform and advisor professional development on curriculum for use in advisory.	Social emotional learning curriculum, educational technology platform and advisor professional development on curriculum for use in advisory.	Kickboard 4000-4999: Books And Supplies LCFF 6800	kickboard 4000-4999: Books And Supplies LCFF Supplemental and Concentration 6800

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 implented all but one of our actions/services for goal 2 in the 2018-19 school year. The hiring and implementation of a restorative justice coordinator and training around SEL has made a significant impact on our school cutlure. As we move from only middle schoolers to a middle school and high school, these tool are especially important for our staff and students.

While we were not able to hire a Dean of Students, we did provide high quality professional development for our teachers and staff. We have ALREADY hired a dean of students for the 2019-20 and believe it is critical as we continue to diversify our student body.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

While we successfully implemented most of our actions and services, EBIA's measurable outcomes, specifically around our survey results, indicate we need to do more around our school culture. We've expanded to two campuses as our student enrollment increases and we continue to add grades. EBIA needs to take steps to maintain the culture created our first 3 years.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

EBIA allocated 82400 for the salary of a Dean of Students. We did not find a Dean of Students but we did hire a Unconditional Education Coach who was an independent contractor which cost \$90,000. At the end of the year, the overall cost of the contractor was actually less expensive because we did not provide benefits. We have already hired a Dean of Students for next year and it will be included in our budget and LCAP,

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.

While EBIA will continue to "Create a culture of caring and responsibility, where students feel safe and supported.", we will update this goal for the 2019-20 school year aligning it with the goals in our charter renewal petition. We are also going to identify more meaningful and comprehensive metrics to evaluate the actions/services to accomplish this goal. EBIA will work with our new Dean and make revised goal a priority.

Annual Update

LCAP Year Reviewed: 2018-19

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.

18-19

85% 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.

Baseline

67% 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.

This metric was not measured this year. We are re-evaluating to determine if we want to add this to our survey or measure something else.

Metric/Indicator

Blended Learning will be integrated into 900% of the curriculum.

100%

Expected

Actual

<p>18-19 Blended learning was integrated into 100% of the curriculum.</p> <p>Baseline Blended learning is integrated into 60% of the curriculum.</p>	
<p>Metric/Indicator All students will exhibit two culminating projects by the end of the school year.</p> <p>18-19 All students will exhibit two culminating projects by the end of the school year.</p> <p>Baseline By the end of the school year, students will have exhibited at least two culminating projects.</p>	100%
<p>Metric/Indicator 85% of students will successfully complete all goals in Personalized Learning Plan.</p> <p>18-19 85% of students will successfully complete all goals in Personalized Learning Plan.</p> <p>Baseline 70% of students will successfully complete all goals in Personalized Learning Plan.</p>	95% of students completed PLPs
<p>Metric/Indicator 85% of students demonstrate at least one year of growth in math, science, history and ELA.</p> <p>18-19 85% of students demonstrate at least one year of growth in math, science, history and ELA.</p> <p>Baseline 75% of students demonstrate at least one year of growth in math, science, history and ELA.</p>	73% in Math on MAPS 80% for ELA on MAPS Other subjects were not assessed

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.	Train all staff and students on design thinking principles and incorporate those principles in all phases of work.	In-house training by DIIs 1000-1999: Certificated Personnel Salaries LCFF 199000	In-house training by DIIs 1000-1999: Certificated Personnel Salaries LCFF Base 199000

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	Students will be offered blended learning opportunities to access the curriculum in a personalized, differentiated approach	Included above in goal 1 4000-4999: Books And Supplies LCFF 48700	CPM and Achieve 3000 - not included in Goal 1 4000-4999: Books And Supplies LCFF Base 40000

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 with the support of college and career readiness coaching and program supervision.	Students will collaborate, manage change and take ownership of their learning experiences with the support of college and career readiness coaching and program supervision. We could not find a Linked Learning consultant with experience implementing the program at a small school.	College Readiness Director 1000-1999: Certificated Personnel Salaries LCFF 95000 Linked Learning Consultant 5000-5999: Services And Other Operating Expenditures Locally Defined 10000	College Readiness Director 1000-1999: Certificated Personnel Salaries LCFF Base 95,000 Linked Learning Consultant 5000-5999: Services And Other Operating Expenditures Locally Defined 0

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 successfully implemented all the actions/services identified to achieve this goal. In our goal of creating a unique alternative to traditional education programs, we will continue to invest in these services as foundational offerings at our school

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

We need to redesign our measurable outcomes, as they did not appropriately measure the effectiveness of the actions/services to achieve our goal.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

EBIA could not find a Linked Learning consultant with experience implementing the program into a small school. We will continue to search for a consultant for the 2019-20 school year.

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.

Goal 3 will remain the same for the 2019-20 school year. EBIA will identify more meaningful and comprehensive metrics to evaluate the actions/services to accomplish this goal.

Annual Update

LCAP Year Reviewed: 2018-19

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>Metric/Indicator Achieve 95% attendance rate.</p> <p>18-19 Achieve 95% attendance rate.</p> <p>Baseline Achieved a 96% attendance rate.</p>	<p>Achieve 95% attendance rate.</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

Use of messaging and outreach through our Student Information System.

Use of messaging and outreach through our Student Information System.

Illuminate 5000-5999: Services And Other Operating Expenditures LCFF 17000

Illuminate 5000-5999: Services And Other Operating Expenditures LCFF Base 12988

Action 2

Planned Actions/Services

Use of messaging and outreach through our School Messenger system.

Actual Actions/Services

Use of messaging and outreach through our School Messenger system.

Budgeted Expenditures

School Messenger 5000-5999: Services And Other Operating Expenditures LCFF 2000

Estimated Actual Expenditures

School Messenger, My School Anywhere 5000-5999: Services And Other Operating Expenditures LCFF Base 1810

Action 3

Planned Actions/Services

Develop a strategic intervention system for students falling below 95% attendance rate.

Actual Actions/Services

SARB - student attendance review board. - Develop a strategic intervention system for students falling below 95% attendance rate.

Budgeted Expenditures

Included above. 5700-5799: Transfers Of Direct Costs LCFF 0

Estimated Actual Expenditures

Included in previous expenditures 5700-5799: Transfers Of Direct Costs LCFF Base 0

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 completed all identified actions/services for this articulated goals.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

This actions and services were effective for this articulated goal.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

There were no material differences between our 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.

While EBIA wil continue to "Maintain very high attendance to ensure school receives state money, via ADA, to succeed.", going forward will combine this goal with one of our updated goals for the 2019-20 school year. We will create metrics that can inform us better of our successes of accomplishing the updated goals.

Annual Update

LCAP Year Reviewed: 2018-19

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

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: **2019-20**

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”
2. Administered the Seneca School Climate Survey to parents, students, and staff
3. Held daily staff meetings
4. Held monthly board meetings
5. Held staff focus group sessions to review overall academic and operations program.
6. Held family focus group sessions to review overall academic and operations program.

WASC preliminary accredited.

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. Modified the curricular materials and educational technology software that we use across our academic, social emotional learning and communication systems.
2. Modified our staffing structure and organizational chart to better align FTE positions to LCAP goal areas.
3. We have worked to further enhance our professional development structure to more directly address our LCAP goal areas.

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

To develop both young and mature leaders who collaborate, manage change, and take ownership of their learning experiences.

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:

Decrease Chronic Absenteeism Rates

Create a safe and welcoming environment for our students and families - identify why our survey results were different than what we expected.

Utilize the resources and innovation of the Bay Area, specifically Oakland as part of our classroom

Maintain high average daily attendance rates (ADA)

Maintain low middle school drop out rates

Maintain low high school drop out rates

Maintain low suspension rates

Maintain a culture for parents and students to express themselves and have genuine conversations with teachers, staff, and the administration

Maintain a culture where staff is valued, respected, developed, and supported

Continue integrating restorative justice practices into EBIA's culture

Continue to integrate Linked Learning's four core components into EBIA's programs

RIGOROUS ACADEMICS: Rigorous academics that prepare students to take credit-bearing college-level courses and be university admissible, maximize articulation between high school and post-secondary programs of study, and facilitate and accelerate completion of post-secondary credentials, certificates, and degrees.

CAREER-TECHNICAL EDUCATION: Technical training that is embedded through a sequence of classes and integrated with academic content standards, aligned with career opportunities in a variety of high-need, high-skill occupations, including opportunities for stackable certificates, credentials, or degrees, where relevant.

WORK-BASED LEARNING: Work-based learning sequences that reach from career awareness and exploration into post-secondary training and education, providing opportunities to apply core academic content and technical training, while developing the skills, competencies and dispositions that are critical to workplace success.

COMPREHENSIVE SUPPORT SERVICES: Comprehensive support services that are embedded as central components of a program of study, address unique needs of individual students, and include academic and socio-emotional supports, to ensure equity of access, opportunity, and success.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
% of average daily attendance rate	95% ADA	95% ADA	95% ADA	95% ADA
Average Teacher Rating will be "Effective" as defined by the CBA	Average Teacher Rating will be "Effective" as defined by the CBA	N/A	N/A	Average Teacher Rating will be "Effective" as defined by the CBA
% of guardian or parents who demonstrate satisfaction with school on the annual school wide survey.	80% of guardian or parents who demonstrate satisfaction with school on the annual school wide survey.	72% of guardian or parents who demonstrate satisfaction with school on the annual school wide survey.	80% of guardian or parents who demonstrate satisfaction with school on the annual school wide survey.	85% of guardian or parents who demonstrate satisfaction with school on the annual school wide survey.
% of students demonstrate satisfaction with the school on the annual school wide survey	72% of students demonstrate satisfaction with the school on the annual school wide survey.	85% of students demonstrate satisfaction with the school on the annual school wide survey.	90% of students demonstrate satisfaction with the school on the annual school wide survey.	90% of students demonstrate satisfaction with the school on the annual school wide survey.

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Color of the Chronic Absentee Indicator on the California Dashboard for all significant subgroups	.	NA	"Yellow" for Overall performance "Yellow" for Two or more races, White, and African American "Orange" for Hispanic, Students with disabilities, and Socioeconomically disadvantaged	"Yellow" or higher for each all significant subgroups of students
% of High School Drop out rate	1.8%	1.8%	0%	0%
% of Middle school drop out rate	0%	0%	0%	0%
Color of the Suspension Indicator on the California Dashboard for all significant subgroups	"Orange" for Overall performance "Orange" for Two or more races, white, African American, Hispanic, Students with Disabilities, Socioeconomically disadvantaged.	"Orange" for Overall performance "Orange" for Two or more races, white, African American, Hispanic, Students with Disabilities, Socioeconomically disadvantaged.	"Yellow" or higher for all significant student subgroups	"Yellow" or higher for all significant student subgroups
Teacher: SCAI survey score	Baseline in 2019-20	NA	NA	Average overall score of 3 or above on SCAI survey please
% of completion rate of survey for each stakeholder group (Parent, student, teacher)	71%-76%: Student Completion Rate 73%-79%: Teacher Completion Rate	N/A	71%-76%: Student Completion Rate 73%-79%: Teacher Completion Rate	75%: Student Completion Rate 75%: Teacher Completion Rate

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	24%: Parent completion Rate		24%: Parent completion Rate	33%: Parent completion Rate
Parent: SCAI survey score	Baseline in 2019-20	N/A	N/A	Average overall score of 3 or above on SCAI survey please
Student: SCAI survey score	Baseline in 2019-20	N/A	N/A	Average overall score of 3 or above on SCAI survey please
condition of facility that LEA have control over and manage	facility is deemed in "Good" condition - specifically the elements the LEA has control over and manages	facility is deemed in "Good" condition - specifically the elements the LEA has control over and manages	facility is deemed in "Good" condition - specifically the elements the LEA has control over and manages	facility is deemed in "Good" condition - specifically the elements the LEA has control over and manages
% of students exhibiting two culminating projects by the end of the school year.	100%	100%	100%	100%

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

All	All Schools
-----	-------------

OR

[Add Students to be Served selection here]	[Add Scope of Services selection here]	[Add Location(s) selection here]
--	--	----------------------------------

Actions/Services

	New Action	New Action
	Hire Restorative Justice coordinator	Hire FTE counselor who is responsible for our academic and emotional counseling, incorporating Restorative Justice

Budgeted Expenditures

Amount	40000	70000
Source	LCFF Base	LCFF Supplemental and Concentration
Budget Reference	2000-2999: Classified Personnel Salaries RJ coordinator	1000-1999: Certificated Personnel Salaries FTE Counselor

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

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

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)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[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

2017-18 Actions/Services

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

<p>conduct annoyous commuity surveys</p>	<p>conduct annoyous commuity surveys</p>	<p>Surveys</p> <p>Conduct annoyous surveys of teachers, students, and parents/gaurdians.</p> <p>Translate surveys for all language represented in our community.</p> <p>Create incentives for community to complete surveys to increase particiation</p> <p>Review and analyze responses. Address urgent items. Share results in various stakeholder groups to identify needs and trends.</p>
--	--	--

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount		4375	5000
Source	LCFF Base	LCFF Base	LCFF Base
Budget Reference			Costs included in Goal 2, Action 4

Action 3

<p>All [Add Students to be Served selection here]</p>	<p>All Schools [Add Location(s) selection here]</p>
---	---

OR

<p>[Add Students to be Served selection here]</p>	<p>[Add Scope of Services selection here]</p>	<p>All Schools [Add Location(s) selection here]</p>
---	---	---

Actions/Services

	<p>New Action</p>	<p>New Action</p>
--	-------------------	-------------------

		hire consultant to intergrate Linked Learning into our programs. Specifically looking for a consultant with the knowledge to implement into a small school setting
--	--	--

Budgeted Expenditures

Amount			0
Source			Locally Defined
Budget Reference			Cost included in Goal 3

Action 4

[Add Students to be Served selection here]	All Schools [Add Location(s) selection here]
--	---

OR

English Learners Foster Youth Low Income [Add Students to be Served selection here]	Limited to Unduplicated Student Group(s) [Add Scope of Services selection here]	All Schools [Add Location(s) selection here]
--	--	---

Actions/Services

		New Action
		Hire a Dean of Students for student behavior, staff professional development and systems oversight. The Dean will primarily work with our unduplicated students and providing support to our staff around the additional trainings we need for supplemental supports.

Budgeted Expenditures

Amount			92000
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries Dean of Students

Action 5

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

Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

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)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[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

2017-18 Actions/Services

Develop attendance plan for any student dropping below 90% ADA

Select from New, Modified, or Unchanged for 2018-19

Unchanged Action

2018-19 Actions/Services

Develop attendance plan for any student dropping below 90% ADA

Select from New, Modified, or Unchanged for 2019-20

Unchanged Action

2019-20 Actions/Services

Develop attendance plan for any student dropping below 90% ADA

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	0	0	20000
Source			LCFF Base
Budget Reference			2000-2999: Classified Personnel Salaries cost included in Goal 2, part of Data and Community Engagement Manager salary

Action 6

[Add Students to be Served selection here] [Add Location(s) selection here]

OR

English Learners Foster Youth Low Income	LEA-wide	All Schools
--	----------	-------------

Actions/Services

	New Action	New Action
	Social emotional learning curriculum, educational technology platform and advisor professional development on curriculum for use in advisory.	Social emotional learning curriculum, educational technology platform and advisor professional development on curriculum for use in advisory.

Budgeted Expenditures

Amount		6800	15000
Source		LCFF Supplemental and Concentration	Locally Defined
Budget Reference		4000-4999: Books And Supplies kickboard Curriculum	5800: Professional/Consulting Services And Operating Expenditures High Resolves curriculum and PD, Measure G1

Action 7

OR

Actions/Services

		<p>Safe and Clean Facilities:</p> <p>Supervision of custodial and maintenance staff</p> <p>Regular safety reporting and revising of Safety Plan as appropriate</p> <p>Regular walk-throughs and safety inspections and site inspections</p> <p>Finger printing for all volunteers</p> <p>Hire Facilities/Tech Manager</p>
--	--	---

Budgeted Expenditures

Amount			80,784
Source			LCFF Base
Budget Reference			5000-5999: Services And Other Operating Expenditures 5515: Janitorial, Gardening Services, and Supplies
Amount			3,551
Source			LCFF Base
Budget Reference			5000-5999: Services And Other Operating Expenditures 5826: finger printing
Amount			10200
Source			LCFF Base
Budget Reference			5800: Professional/Consulting Services And Operating Expenditures 5615: Building repairs and Maintainance
Amount			33500
Source			LCFF Base
Budget Reference			2000-2999: Classified Personnel Salaries % of Facility/Tech Manager's salary

Action 8

All	All Schools
-----	-------------

OR

[Add Students to be Served selection here]	[Add Scope of Services selection here]	[Add Location(s) selection here]
--	--	----------------------------------

Actions/Services

		Modified Action
		Leadership and extracurricular opportunities for students: Internships Drumline Ultimate frisbee Financial Literacy Peer Tutoring Magic the Gathering Yearbook Student Government

Budgeted Expenditures

Amount			15000
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries Teacher stipends for advising student groups

Action 9

OR

Actions/Services

		Community Partnerships: % salary of Enrichment Coordinator
--	--	---

Budgeted Expenditures

Amount			30000
Source			LCFF Base
Budget Reference			2000-2999: Classified Personnel Salaries % salary of Enrichment Coordinator

Action 10

OR

Actions/Services

		Interession
--	--	-------------

Budgeted Expenditures

Amount			68,860
Source			LCFF Base
Budget Reference			5000-5999: Services And Other Operating Expenditures 5810 - Interession

Action 11

All	All Schools
-----	-------------

OR

[Add Students to be Served selection here]	[Add Scope of Services selection here]	[Add Location(s) selection here]
--	--	----------------------------------

Actions/Services

		Modified Action
--	--	-----------------

		Non-academic supports for students: Advisory
--	--	---

		Internships Afterschool programs
--	--	-------------------------------------

Budgeted Expenditures

Amount			10200
Source			LCFF Base
Budget Reference			4000-4999: Books And Supplies 4352: Quest After school
Amount			0
Budget Reference			Other costs included in Goal 2, Action 4

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 2

To increase the number of students who excel in math, technology, and innovation to become leaders in a new, rapidly evolving, economy.

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 4: Pupil Achievement (Pupil Outcomes)
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Identified Need:

Improve ELA results for ALL subgroups
Improve Math results for ALL subgroups
Provide appropriately credentialed, innovative teachers who will inspire students
Recruit a diverse student body
Provide adaptive curriculum
Provide supplemental supports for students that are struggling
Identify specific supports for EL students in Math and ELA
Identify specific supports for Students with disabilities

***See student achievement data in Section 1.

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
% of students will have access to standard aligned curriculum	100% of students will have access to standard aligned curriculum	100% of students will have access to standard aligned curriculum	100% of students will have access to standard aligned curriculum	100% of students will have access to standard aligned curriculum
# of vacant teacher positions	0 vacant teacher positions	0 vacant teacher positions	0 vacant teacher positions	0 vacant teacher positions
% of teachers appropriately assigned in core courses	100% of teachers appropriately assigned in core courses	100% of teachers appropriately assigned in core courses	100% of teachers appropriately assigned in core courses	100% of teachers appropriately assigned in core courses
% of students on track to meet the A-G requirements upon graduation	100% of students on track to meet the A-G requirements upon graduation	100% of students on track to meet the A-G requirements upon graduation	100% of students on track to meet the A-G requirements upon graduation	100% of students on track to meet the A-G requirements upon graduation
% of EL students that reclassified each year	Baseline 2019-20			20% of EL students reclassify each year
% of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California (ELPAC)	baseline 2019-20			5% growth year over year
% of students scoring 3 or higher on AP courses	49%			5% growth year over year
Color of the Performance Indicator on California Dashboard for ELA for overall performance and each significant subgroup	Overall = "Yellow", 1.7 points above standard, but declined 17.2 points EL = "Red" SWD = "Red" African American = "Orange" Hispanic = "Orange" SED = "Orange"		Overall = "Yellow", 1.7 points above standard, but declined 17.2 points EL = "Red" SWD = "Red" African American = "Orange" Hispanic = "Orange" SED = "Orange"	Overall = "Yellow", EL = "Orange" SWD = "Orange" African American = "Yellow" Hispanic = "Yellow" SED = "Yellow" Two or More Races = "Green"

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	Two or More Races = "Green" White = "Green"		Two or More Races = "Green" White = "Green"	White = "Green"
Color of the Performance Indicator on the California Dashboard for Math for overall performance and each significant subgroup	Overall = "Yellow", 15.5 points below standard, maintained -2.4 points EL = "Yellow" SWD = "Red" African American = "Orange" Hispanic = "Orange" SED = "Yellow" Two or More Races		Overall = "Yellow", 15.5 points below standard, maintained -2.4 points EL = "Yellow" SWD = "Red" African American = "Orange" Hispanic = "Orange" SED = "Yellow" Two or More Races = "Yellow" White = "Blue"	Overall = "Yellow", EL = "Yellow" SWD = "Orange" African American = "Yellow" Hispanic = "Yellow" SED = "Yellow" Two or More Races = "Yellow" White = "Blue"
% of students that demonstrate proficiency or at least one year of growth in math, science, history and ELA on NWEA - MAP	73% for Math 80% for English	NA	73% for Math 80% for English	3% increase

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

[Add Students to be Served selection here]

[Add Location(s) selection here]

OR

English Learners

LEA-wide

All Schools

Actions/Services

		New Action
		<p>EL Student Supports:</p> <p>Director of School Services will conduct an audit of EL supports and services to identify any gaps.</p> <p>Evaluate the success and difficulties of EL students to identify any patterns with specific courses or instructors.</p> <p>All teachers of EL and RFEP will be appropriately certificated in ADAIE and ELD instructional strategies (CLAD certification). They will also receive ongoing PD and have access to the latest research on instructional strategies for ELD students.</p> <p>Apply benchmark testing, NWEA MAP, three times a year to monitor progress and individualize support.</p> <p>Instructional aides</p>

Budgeted Expenditures

Amount			\$47585
Source			LCFF Supplemental and Concentration
Budget Reference			1000-1999: Certificated Personnel Salaries Director of School Services

Amount			47415
Source			Title I
Budget Reference			1000-1999: Certificated Personnel Salaries Title I: Director of School Services
Amount			0
Budget Reference			Costs included in Action 4

Action 2

Students with Disabilities	All Schools
----------------------------	-------------

OR

[Add Students to be Served selection here]	[Add Scope of Services selection here]	[Add Location(s) selection here]
--	--	----------------------------------

Actions/Services

		Modified Action
		<p>Student with Disability supports:</p> <p>Discuss SPED strategies with core teachers to identify any area of PD needed</p> <p>Through regular grade level meetings, teacher led, and administration meetings, staff will review progress for IEP students and coordinate services through our Director of Student Services</p> <p>Performance Indicator Review (PIR) process</p> <p>Disporportionality technical assistance.</p>

		Program/technical supports by the SELPA
		Participation in the SELPA Professional learning offerings
		Instructional Aide

Budgeted Expenditures

Amount			377,347
Source			Special Education
Budget Reference			5800: Professional/Consulting Services And Operating Expenditures Sped ERMHS
Amount			324,102
Source			Special Education
Budget Reference			5000-5999: Services And Other Operating Expenditures SPED Fed. Also salaries and benefits.
Amount			607,122
Source			Special Education
Budget Reference			5000-5999: Services And Other Operating Expenditures SPED State. Also salaries and benefits.

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)

[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

Modified Action

Select from New, Modified, or Unchanged for 2018-19

Modified Action

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2017-18 Actions/Services

Provide adaptive curriculum for ELA and Math (CPM and Achieve 3000)

2018-19 Actions/Services

Provide adaptive curriculum for ELA and Math (CPM and Achieve 3000)

2019-20 Actions/Services

Teacher Tools to increase student outcomes:

Provide adaptive curriculum for ELA: Achieve 3000

Provide adaptive curriculum for Math: College Preparatory Math (CPM)

NWEA MAP benchmark assessments, administered three times a year

SBAC interim assessments

Summer school offerings for credit recovery

		Newslea - science
		Kahn Academy - Math supplemental support

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount			15650
Source			LCFF Base
Budget Reference			4000-4999: Books And Supplies 4100: Approved Textbooks and Core Curricula Materials
Amount			3040
Source			LCFF Base
Budget Reference			4000-4999: Books And Supplies 4200: Books and other Reference Materials
Amount			19156
Source			LCFF Base
Budget Reference			4000-4999: Books And Supplies 4300: Materials and Supplies
Amount			50000
Source			LCFF Base
Budget Reference			4000-4999: Books And Supplies 4320: Educational Software

Action 4

All	All Schools
-----	-------------

OR

[Add Students to be Served selection here]

[Add Scope of Services selection here]

[Add Location(s) selection here]

Actions/Services

Unchanged Action

Unchanged Action

Unchanged Action

[Empty box for student selection]

[Empty box for scope of services selection]

Teacher and Staff Development and Support:

Retain and hire appropriately credentialed and qualified teachers

Conduct quarterly audits of teacher credentials to ensure compliance and track credentials nearing expiration

Professional Development for teachers

- BTSA
- Restorative Justice practices
- EL strategies
- Linked Learning
- CCSS training
- NGSS training
- MTSS
- Differentiated learning and Project-Based learning
- SELPA training
- Walkthroughs and class observations to provide feedback
- AP training
- High Resolves
- Train all staff and students on design thinking principles and incorporate those principles in all phases of work

		<p>The administration makes time for teachers and administrators to:</p> <ul style="list-style-type: none"> Collectively review student achievement data broken into subgroups Develop curriculum and assessments Discuss individual students Discuss any concerns <p>Teachers are also supported by Director of student services, Dean of students, counselors, Director of College Readiness, and instructional aides</p>
--	--	---

Budgeted Expenditures

Amount			2,036,439
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries 1100: Teacher Salaries, unrestricted
Amount			7,124
Source			Title II
Budget Reference			5000-5999: Services And Other Operating Expenditures Title II services and other operating expenditures
Amount			180,600
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries 1300 Certificated Supervisor and Admin

Amount			493,962
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries 1311: Site Admin
Amount			7,124
Source			Title II
Budget Reference			5800: Professional/Consulting Services And Operating Expenditures 5863: Professional Development
Amount			13276.00
Source			LCFF Base
Budget Reference			5800: Professional/Consulting Services And Operating Expenditures 5863: Professional Development
Amount			30,000
Source			LCFF Base
Budget Reference			1000-1999: Certificated Personnel Salaries 5884: Substitutes
Amount			7640
Source			LCFF Base
Budget Reference			5800: Professional/Consulting Services And Operating Expenditures 5875: Staff recruiting

Action 5

All	All Schools
-----	-------------

OR

[Add Students to be Served selection here]

[Add Scope of Services selection here]

[Add Location(s) selection here]

Actions/Services

		Modified Action
		Continue to offer AP courses and develop additional AP offerings through AP training courses

Budgeted Expenditures

Amount			0
Source			LCFF Base
Budget Reference			5800: Professional/Consulting Services And Operating Expenditures Included in Action 4

Action 6

All	All Schools
-----	-------------

OR

[Add Students to be Served selection here]

[Add Scope of Services selection here]

[Add Location(s) selection here]

Actions/Services

		Unchanged Action
		Technology Provide each teacher with a laptop, software, and IT support Student computer ratio is 1:1

		<p>Update and maintain technology resources available in each classroom</p> <p>Maintain software installation for adaptive curriculum and supplemental programs</p> <p>Hapara - Teachers and Advisors use Hapara to remotely monitor and control what students do with their Chromebooks during the day – the websites they visit, etc.</p>
--	--	---

Budgeted Expenditures

Amount			107,200
Source			LCFF Base
Budget Reference			5000-5999: Services And Other Operating Expenditures 4200: Computers
Amount			10,200
Source			LCFF Base
Budget Reference			5000-5999: Services And Other Operating Expenditures 5616: Reparis and Maintenance - computers
Amount			45000
Source			LCFF Base
Budget Reference			5000-5999: Services And Other Operating Expenditures 5887:Technology Services

Action 7

[Add Students to be Served selection here] [Add Location(s) selection here]

OR

Low Income LEA-wide All Schools

Actions/Services

Unchanged Action

Pay student AP fees, SAT fees, and other cost for student who qualify for FRL

Budgeted Expenditures

Amount			15000
Source			LCFF Supplemental and Concentration
Budget Reference			5800: Professional/Consulting Services And Operating Expenditures Test Fees

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 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 3: Parental Involvement (Engagement)
 Priority 7: Course Access (Conditions of Learning)

Local Priorities:

Identified Need:

Alignment of mission and vision to school academic program implementation.
 Provide a blended learning curriculum
 Students need personalized learning
 Connections and opportunities to career pathways and internships (core components of Linked Learning)

Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
% of students will be able to describe the principles of design thinking and how they've applied those principles to their work.	67% able to quantify until end of school year the % of students able to describe the principles of design thinking and how they've	85% of students will be able to describe the principles of design thinking and how they've applied those principles to their work.	85% able to quantify until end of school year the % of students able to describe the principles of design thinking and how they've	90% able to quantify until end of school year the % of students able to describe the principles of design thinking and how they've

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
	applied those principles to their work.		applied those principles to their work.	applied those principles to their work.
% of parents with access to our communication platform - School Messenger	100% of parents with access to our communication platform - School Messenger	100% of parents with access to our communication platform - School Messenger	100% of parents with access to our communication platform - School Messenger	100% of parents with access to our communication platform - School Messenger
All students will exhibit two culminating projects by the end of the school 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 two culminating projects by the end of the school year.	All students will exhibit two culminating projects by the end of the school year.
85% of students will successfully complete Personalized Learning Plan.	70% of students will successfully complete Personalized Learning Plan.	NA	NA	85% of students will successfully complete Personalized Learning Plan.
% of participation in open house nights - Use attendance sheets at BTSN	.New Metric, no baseline yet	N/A	N/A	50%
% of written communications will include translations	100% of written communications will include translations	100% of written communications will include translations	100% of written communications will include translations	100% of written communications will include translations
% of students with access to A-G courses	100% of students with access to A-G courses	100% of students with access to A-G courses	100% of students with access to A-G courses	100% of students with access to A-G courses

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

All	All Schools
-----	-------------

OR

[Add Students to be Served selection here]

[Add Scope of Services selection here]

[Add Location(s) selection here]

Actions/Services

	New Action	Unchanged Action
		<p>Tools to communicate with Parents/Guardians (All communication are available in Spanish)</p> <p>School messenger (phone)</p> <p>Illuminate (SIS system)</p> <p>EBIA newsletter</p> <p>ECHO</p> <p>Website</p> <p>Social Media</p> <p>Google Sheets to coordinate carpooling</p> <p>Sign-up Genius</p>

Budgeted Expenditures

Amount			1804
Source		LCFF	LCFF Base
Budget Reference			<p>5800: Professional/Consulting Services And Operating Expenditures</p> <p>5851: Marketing and Student Recruiting</p>

Amount			35000
Source			LCFF Base
Budget Reference			5000-5999: Services And Other Operating Expenditures 5881: Student Information Systems
Amount			30000
Source			LCFF Base
Budget Reference			5900: Communications 5900: Communications

Action 2

All	All Schools
-----	-------------

OR

[Add Students to be Served selection here]	[Add Scope of Services selection here]	[Add Location(s) selection here]
--	--	----------------------------------

Actions/Services

		Unchanged Action
		Engaging and Consulting with Parents/Guardians: Open House Parent-teacher conferences Parent surverys Welcoming front office Teachers and administrators have open door policies Volunteer opportunities School Site Council

Budgeted Expenditures

Amount			0
Budget Reference			Costs Included in Gaol 2, Action 4

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)

[Add Students to be Served selection here]

Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

[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

Modified Action

2017-18 Actions/Services

Coordination and oversight of work-based learning, internships and intersession programming.

Select from New, Modified, or Unchanged for 2018-19

Modified Action

2018-19 Actions/Services

Students will collaborate, manage change and take ownership of their learning experiences with the support of college and career readiness coaching and program supervision.

Select from New, Modified, or Unchanged for 2019-20

Modified Action

2019-20 Actions/Services

Students will collaborate, manage change and take ownership of their learning experiences with the support of college and career readiness coaching and program supervision.

Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	80800	95000	97850
Source	LCFF	LCFF	LCFF Base
Budget Reference	5000-5999: Services And Other Operating Expenditures Intersession programming	1000-1999: Certificated Personnel Salaries College Readiness Director	5000-5999: Services And Other Operating Expenditures College Readiness Director
Amount	10000	10000	15300
Source	Locally Defined	Locally Defined	Locally Defined
Budget Reference	5000-5999: Services And Other Operating Expenditures Linked Learning Consultant	5000-5999: Services And Other Operating Expenditures Linked Learning Consultant	5000-5999: Services And Other Operating Expenditures Linked Learning Consultant

Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: **2019-20**

Estimated Supplemental and Concentration Grant Funds

\$281,689

Percentage to Increase or Improve Services

5.5%

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).

EBIA will receive approximately \$281,689 in supplemental grant funds for the 2019-20 school year. The funds are principally directed to our unduplicated students to provide actions and services above and beyond our base program for ALL students to address challenges disproportionately affecting socioeconomically disadvantaged, English Learners, and foster youth. These actions and services include:

FTE counselor

Dean of Students to focus on culture and discipline policies

High Resolve curriculum focusing on SEL

Director of School Services - coordinate services for EL students

Pay test fees which include AP, PSAT, and SAT for students who qualify for FRL

LCAP Year: **2018-19**

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$228268

5%

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).

Support costs and ensure that 100% of high school students sit for at least one college preparatory assessment throughout the school year including the PSAT and AP exams.
 Hiring and training of Restorative Justice coordinator to support and supervise school culture and discipline plan.
 Students will collaborate, manage change and take ownership of their learning experiences with the support of college and career readiness coaching and program supervision.
 Students will be offered blended learning opportunities to access the curriculum in a personalized, differentiated approach.

LCAP Year: **2017-18**

Estimated Supplemental and Concentration Grant Funds

Percentage to Increase or Improve Services

\$164535

2.63%

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).

Support costs and ensure that 100% of high school students sit for at least one college preparatory assessment throughout the school year including the PSAT and AP exams.

Hiring of Unconditional education coach, behavioral support specialist and student support advisor for staff professional development and systems oversight.

Students will be offered blended learning opportunities to access the curriculum in a personalized, differentiated approach.

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.

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 California School Dashboard 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 California School Dashboard means the California School Dashboard adopted by the State Board of Education under EC Section 52064.5.

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

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 California School Dashboard, 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 California School Dashboard, 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 California School Dashboard, 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 K-8 students who were absent 10 percent or more of the school days excluding students who were:
 - (A) enrolled less than 31 days
 - (B) enrolled at least 31 days but did not attend at least one day
 - (C) flagged as exempt in the district attendance submission. K-8 students are considered to be exempt if they:
 - (i) are enrolled in a Non-Public School
 - (ii) receive instruction through a home or hospital instructional setting
 - (iii) are attending a community college full-time.
 - (2) The number of students who meet the enrollment requirements.
 - (3) Divide (1) by (2).
- (b) “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).
- (c) “High school graduation rate” shall be calculated as follows:
- (1) For a 4-Year Cohort Graduation Rate:
 - (A) The number of students in the cohort who earned a regular high school diploma by the end of year 4 in the cohort.
 - (B) The total number of students in the cohort.
 - (C) Divide (1) by (2).
 - (2) For a Dashboard Alternative Schools Status (DASS) Graduation Rate:
 - (A) The number of students who either graduated as grade 11 students or who earned any of the following:
 - (i) a regular high school diploma
 - (ii) a High School Equivalency Certificate
 - (iii) an adult education diploma
 - (iv) a Certificate of Completion and was eligible for the California Alternative Assessment if under the age of 20.
 - (B) The number of students in the DASS graduation cohort.
 - (C) Divide (1) by (2).
- (d) “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).
- (e) “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, January 2019

LCAP Expenditure Summary

Total Expenditures by Funding Source						
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Funding Sources	653,151.00	651,998.00	90,800.00	156,175.00	5,079,031.00	5,326,006.00
	0.00	0.00	0.00	0.00	0.00	0.00
LCFF	643,151.00	0.00	80,800.00	95,000.00	0.00	175,800.00
LCFF Base	0.00	577,198.00	0.00	44,375.00	3,453,912.00	3,498,287.00
LCFF Supplemental and Concentration	0.00	74,800.00	0.00	6,800.00	224,585.00	231,385.00
Locally Defined	10,000.00	0.00	10,000.00	10,000.00	30,300.00	50,300.00
Special Education	0.00	0.00	0.00	0.00	1,308,571.00	1,308,571.00
Title I	0.00	0.00	0.00	0.00	47,415.00	47,415.00
Title II	0.00	0.00	0.00	0.00	14,248.00	14,248.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type						
Object Type	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	653,151.00	651,998.00	90,800.00	156,175.00	5,079,031.00	5,326,006.00
	0.00	0.00	0.00	4,375.00	5,000.00	9,375.00
1000-1999: Certificated Personnel Salaries	376,400.00	294,000.00	0.00	95,000.00	3,013,001.00	3,108,001.00
2000-2999: Classified Personnel Salaries	40,000.00	48,000.00	0.00	40,000.00	83,500.00	123,500.00
4000-4999: Books And Supplies	184,100.00	173,200.00	0.00	6,800.00	98,046.00	104,846.00
5000-5999: Services And Other Operating Expenditures	52,651.00	136,798.00	90,800.00	10,000.00	1,402,093.00	1,502,893.00
5700-5799: Transfers Of Direct Costs	0.00	0.00	0.00	0.00	0.00	0.00
5800: Professional/Consulting Services And Operating Expenditures	0.00	0.00	0.00	0.00	447,391.00	447,391.00
5900: Communications	0.00	0.00	0.00	0.00	30,000.00	30,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
All Expenditure Types	All Funding Sources	653,151.00	651,998.00	90,800.00	156,175.00	5,079,031.00	5,326,006.00
		0.00	0.00	0.00	0.00	0.00	0.00
	LCFF Base	0.00	0.00	0.00	4,375.00	5,000.00	9,375.00
	Locally Defined	0.00	0.00	0.00	0.00	0.00	0.00
1000-1999: Certificated Personnel Salaries	LCFF	376,400.00	0.00	0.00	95,000.00	0.00	95,000.00
1000-1999: Certificated Personnel Salaries	LCFF Base	0.00	294,000.00	0.00	0.00	2,756,001.00	2,756,001.00
1000-1999: Certificated Personnel Salaries	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	209,585.00	209,585.00
1000-1999: Certificated Personnel Salaries	Title I	0.00	0.00	0.00	0.00	47,415.00	47,415.00
2000-2999: Classified Personnel Salaries	LCFF	40,000.00	0.00	0.00	0.00	0.00	0.00
2000-2999: Classified Personnel Salaries	LCFF Base	0.00	0.00	0.00	40,000.00	83,500.00	123,500.00
2000-2999: Classified Personnel Salaries	LCFF Supplemental and Concentration	0.00	48,000.00	0.00	0.00	0.00	0.00
4000-4999: Books And Supplies	LCFF	184,100.00	0.00	0.00	0.00	0.00	0.00
4000-4999: Books And Supplies	LCFF Base	0.00	166,400.00	0.00	0.00	98,046.00	98,046.00
4000-4999: Books And Supplies	LCFF Supplemental and Concentration	0.00	6,800.00	0.00	6,800.00	0.00	6,800.00
5000-5999: Services And Other Operating Expenditures	LCFF	42,651.00	0.00	80,800.00	0.00	0.00	80,800.00
5000-5999: Services And Other Operating Expenditures	LCFF Base	0.00	116,798.00	0.00	0.00	448,445.00	448,445.00
5000-5999: Services And Other Operating Expenditures	LCFF Supplemental and Concentration	0.00	20,000.00	0.00	0.00	0.00	0.00
5000-5999: Services And Other Operating Expenditures	Locally Defined	10,000.00	0.00	10,000.00	10,000.00	15,300.00	35,300.00
5000-5999: Services And Other Operating Expenditures	Special Education	0.00	0.00	0.00	0.00	931,224.00	931,224.00

Total Expenditures by Object Type and Funding Source							
Object Type	Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
5000-5999: Services And Other Operating Expenditures	Title II	0.00	0.00	0.00	0.00	7,124.00	7,124.00
5700-5799: Transfers Of Direct Costs	LCFF	0.00	0.00	0.00	0.00	0.00	0.00
5700-5799: Transfers Of Direct Costs	LCFF Base	0.00	0.00	0.00	0.00	0.00	0.00
5800: Professional/Consulting Services And Operating Expenditures	LCFF Base	0.00	0.00	0.00	0.00	32,920.00	32,920.00
5800: Professional/Consulting Services And Operating Expenditures	LCFF Supplemental and Concentration	0.00	0.00	0.00	0.00	15,000.00	15,000.00
5800: Professional/Consulting Services And Operating Expenditures	Locally Defined	0.00	0.00	0.00	0.00	15,000.00	15,000.00
5800: Professional/Consulting Services And Operating Expenditures	Special Education	0.00	0.00	0.00	0.00	377,347.00	377,347.00
5800: Professional/Consulting Services And Operating Expenditures	Title II	0.00	0.00	0.00	0.00	7,124.00	7,124.00
5900: Communications	LCFF Base	0.00	0.00	0.00	0.00	30,000.00	30,000.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal						
Goal	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20	2017-18 through 2019-20 Total
Goal 1	152,251.00	158,400.00	0.00	51,175.00	454,095.00	505,270.00
Goal 2	129,200.00	144,800.00	0.00	0.00	4,444,982.00	4,444,982.00
Goal 3	352,700.00	334,000.00	90,800.00	105,000.00	179,954.00	375,754.00
Goal 4	19,000.00	14,798.00	0.00	0.00	0.00	0.00

* Totals based on expenditure amounts in goal and annual update sections.

Expenditures Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20
All Funding Sources					

Expenditures NOT Contributing to Increased/Improved Requirement by Funding Source					
Funding Source	2018-19 Annual Update Budgeted	2018-19 Annual Update Actual	2017-18	2018-19	2019-20
All Funding Sources					

Cover Sheet

Year to Date Finance Update

Section: VI. Finance and Development
Item: A. Year to Date Finance Update
Purpose: Discuss
Submitted by:
Related Material: EBIA 18-19 MAY Financials-2019.06.12 CF.pdf
EBIA 18-19 MAY Financials-2019.06.12 YTD.pdf

East Bay Innovation Academy
 Monthly Cash Forecast
 As of May close

	2018/19 Actual & Projected												Forecast	AP/AR
	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Actual	Jun Projected		
Beginning Cash	383,725	295,094	120,696	173,874	77,750	69,958	71,429	260,363	304,817	175,717	305,600	229,136		
Revenue														
LCFF Entitlement	-	205,287	385,846	362,623	339,139	339,139	437,974	363,814	535,896	455,250	421,084	391,253	4,652,732	415,427
Federal Income	-	-	-	-	8,855	8,183	98,633	-	7,961	47,690	-	65,763	298,442	61,357
Other State Income	11,644	-	32,603	20,959	20,959	43,642	107,784	98,334	57,839	186,689	28,647	50,122	999,679	340,457
Local Revenues	0	27,854	62,617	7,539	60,984	2,594	267	2,445	61	1,179	33,036	(10,738)	220,445	32,608
Fundraising and Grants	53,292	4,269	20,290	44,101	16,076	7,526	16,192	12,963	12,110	7,695	(5,981)	1,868	190,400	-
Total Revenue	64,936	237,409	501,356	435,223	446,012	401,083	660,851	477,555	613,867	698,503	476,786	498,268	6,361,698	849,849
Expenses														
Compensation & Benefits	147,294	353,621	376,166	378,736	356,469	363,683	377,137	362,602	357,608	344,725	359,843	448,901	4,188,635	(38,150)
Books & Supplies	66,060	14,641	97,879	22,525	13,776	10,692	17,201	5,605	12,379	7,583	9,517	39,032	316,889	-
Services & Other Operating Expenses	51,097	110,485	119,607	162,221	160,989	111,490	132,611	138,892	134,999	177,963	178,058	231,823	1,793,927	83,691
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	264,451	478,747	593,651	563,482	531,234	485,865	526,950	507,100	504,986	530,270	547,418	719,756	6,299,452	45,541
Operating Cash Inflow (Outflow)	(199,515)	(241,337)	(92,295)	(128,260)	(85,222)	(84,782)	133,901	(29,545)	108,881	168,232	(70,632)	(221,488)	62,246	804,307
Revenues - Prior Year Accruals	314,786	16,845	92,656	21,207	-	-	6,318	9,020	242	23,792	-	71,681		
Expenses - Prior Year Accruals	-	(375)	(9,105)	-	-	-	-	37,595	(7,519)	(7,519)	(7,519)	-		
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable - Current Year	(180,725)	36,693	47,800	(65,236)	72,090	(117,582)	48,246	23,072	(45,053)	7,121	(13,172)	-		
Summerholdback for Teachers	(67,980)	13,777	14,121	14,498	14,792	12,168	11,701	13,986	14,349	14,225	14,859	21,095		
Loans Payable (Current)	-	-	-	70,000	(1,120)	-	197,102	(1,342)	(200,000)	(64,640)	-	-		
Loans Payable (Long Term)	-	-	-	(8,333)	(8,333)	191,667	(208,333)	(8,333)	-	(8,333)	-	-		
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-		
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-		
Other Balance Sheet Changes	44,804	-	-	-	-	-	-	-	-	(2,995)	-	-		
Ending Cash	295,094	120,696	173,874	77,750	69,958	71,429	260,363	304,817	175,717	305,600	229,136	100,423		

East Bay Innovation Academy
 Monthly Cash Forecast
 As of May close

	2019/20 Projected												Forecast	AP/AR
	Jul Projected	Aug Projected	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
Beginning Cash	100,423	238,725	139,822	(172,213)	133,499	84,902	39,322	130,309	128,891	139,003	189,911	169,787		
Revenue														
LCFF Entitlement	-	251,398	331,978	684,564	414,913	414,913	568,506	414,913	535,039	407,685	431,399	431,399	5,407,042	520,337
Federal Income	-	-	-	52,074	2,629	2,629	63,881	2,629	2,629	52,074	44,077	2,629	299,578	74,327
Other State Income	-	14,087	14,087	25,620	40,315	89,169	25,620	150,151	33,900	97,449	61,113	33,900	896,083	310,674
Local Revenues	0	0	1,262	70,416	1,262	1,262	26,988	1,262	1,262	12,512	1,262	1,262	169,002	50,250
Fundraising and Grants	-	-	2,504	22,536	37,560	55,008	1,252	1,252	46,324	51,252	3,756	3,756	225,200	-
Total Revenue	0	265,485	349,831	855,209	496,679	562,981	686,247	570,207	619,154	620,972	541,607	472,946	6,996,906	955,588
Expenses														
Compensation & Benefits	160,448	198,983	496,230	452,778	451,513	451,513	461,627	452,778	452,778	447,167	447,167	447,167	4,932,448	12,298
Books & Supplies	65,410	76,108	43,518	20,343	20,343	20,343	17,150	17,150	17,150	17,150	17,150	17,150	348,963	-
Services & Other Operating Expenses	98,018	89,906	142,260	117,543	117,543	154,960	132,019	125,567	162,983	121,282	121,282	130,455	1,706,437	192,618
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	323,876	364,997	682,008	590,663	589,399	626,816	610,795	595,494	632,911	585,600	585,600	594,773	6,987,848	204,916
Operating Cash Inflow (Outflow)	(323,876)	(99,512)	(332,177)	264,546	(92,720)	(63,835)	75,452	(25,287)	(13,757)	35,372	(43,993)	(121,827)	9,058	750,673
Revenues - Prior Year Accruals	636,222	152,611	4,606	25,630	28,588	2,719	-	-	-	-	-	-	-	-
Expenses - Prior Year Accruals	(68,569)	(46,527)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(105,475)	(105,475)	23,869	23,869	23,869	23,869	23,869	23,869	23,869	23,869	23,869	23,869	-	23,869
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	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	238,725	139,822	(172,213)	133,499	84,902	39,322	130,309	128,891	139,003	189,911	169,787	71,830		

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)	Approved Budget	Previous Month's Forecast	Current Forecast			
SUMMARY												
Revenue												
LCFF Entitlement	535,896	455,250	421,084	3,846,052	3,791,957	54,095	4,632,813	4,653,173	4,652,732	(442)	806,680	83%
Federal Revenue	7,961	47,690	-	171,322	79,934	91,388	115,010	298,442	298,442	-	127,120	57%
Other State Revenues	57,839	186,689	28,647	609,100	674,688	(65,587)	860,119	999,679	999,679	-	390,579	61%
Local Revenues	61	1,179	33,036	198,575	84,385	114,190	163,901	210,674	220,445	9,771	21,870	90%
Fundraising and Grants	12,110	7,695	(5,981)	188,532	409,654	(221,122)	244,060	190,400	190,400	-	1,868	99%
Total Revenue	613,867	698,503	476,786	5,013,582	5,040,618	(27,036)	6,015,904	6,352,369	6,361,698	9,330	1,348,117	79%
Expenses												
Compensation and Benefits	357,608	344,725	359,843	3,777,884	3,850,226	72,342	4,137,341	4,192,203	4,188,635	3,568	410,751	90%
Books and Supplies	12,379	7,583	9,517	277,857	331,999	54,141	347,546	316,889	316,889	-	39,032	88%
Services and Other Operating Expenditures	134,999	177,963	178,058	1,478,413	1,367,614	(110,799)	1,515,410	1,783,085	1,793,927	(10,843)	315,515	82%
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	504,986	530,270	547,418	5,534,154	5,549,839	15,684	6,000,296	6,292,178	6,299,452	(7,275)	765,298	88%
Operating Income	108,881	168,232	(70,632)	(520,573)	(509,221)	(11,352)	15,608	60,191	62,246	2,055	582,819	
Fund Balance												
Beginning Balance (Unaudited)	(224,802)	(115,920)	52,312	502,253	502,253	-	466,279	502,253	502,253	-	-	-
Audit Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
Beginning Balance (Audited)	-	-	-	502,253	502,253	-	466,279	502,253	502,253	-	-	-
Operating Income	108,881	168,232	(70,632)	(520,573)	(509,221)	-	15,608	60,191	62,246	-	-	-
Ending Fund Balance	(115,920)	52,312	(18,320)	(18,320)	(6,968)		481,887	562,444	564,499			
Capital Outlay	-	-	-	-	-		-	-	-			

East Bay Innovation Academy

Budget vs. Actuals
As of May close

Detail	Actual			Budget vs. Actual			Budget			Forecast Remaining	% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast		
Enrollment Breakdown	M8	M9									
6		113	113				118	112	112	-	
7		122	122				118	124	124	-	
8		122	122				118	124	124	-	
9		86	85				93	86	86	-	
10		69	69				75	70	70	-	
11		38	38				45	42	42	-	
Enrollment Summary							-	-	-	-	
4-6		113	113				118	112	112	-	
7-8		244	244				236	248	248	-	
9-12		193	192				213	198	198	-	
Total Enrolled		550	549				567	558	558	-	
ADA %											
4-6		96.5%	95.8%				96%	96%	96%		
7-8		96.1%	95.9%				96%	96%	96%		
9-12		93.7%	94.3%				92%	93%	93%		
Average		95.3%	95.2%				94%	96%	96%		
ADA											
4-6		108.0	108.2				113.3	108.0	108.0		
7-8		235.7	234.0				226.6	235.7	235.7		
9-12		184.3	183.6				196.0	189.9	189.9		
Total ADA		528.0	525.8				535.8	533.6	533.6		
Demographic Information		533.60									
Prior Year											
ADA (P-2)							470	469.68	469.68		
CALPADS Enrollment (for unduplicated % calc)							497	497	497		
# Unduplicated Count (CALPADS)							131	131	131		
# Free & Reduced Lunch (FRL) (CALPADS)							69	69	69		
# ELL (CALPADS)							25	25	25		
Current Year							-	0	-		
CALPADS Enrollment (for unduplicated % calc)							567	559	562		
# Unduplicated Count (CALPADS)							149	157	157		
# Free & Reduced Lunch (FRL) (CALPADS)							79	133	133		
# ELL (CALPADS)							29	33	33		
New Students							75	66	66		

East Bay Innovation Academy

Budget vs. Actuals
As of May close

		Actual			Budget vs. Actual			Budget					
		Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
REVENUE													
LCFF Entitlement													
8011	Charter Schools LCFF - State Aid	306,272	306,272	306,272	2,624,375	2,613,504	10,871	3,291,658	3,194,232	3,193,790	(442)	569,415	82%
8012	Education Protection Account Entitlement	-	34,166	-	81,134	27,037	54,098	107,160	106,720	106,720	-	25,586	76%
8019	State Aid - Prior Years	-	-	-	9,225	-	9,225	-	9,225	9,225	-	-	100%
8096	Charter Schools in Lieu of Property Taxes	229,624	114,812	114,812	1,131,318	1,151,416	(20,098)	1,233,996	1,342,996	1,342,996	-	211,678	84%
SUBTOTAL - LCFF Entitlement		535,896	455,250	421,084	3,846,052	3,791,957	54,095	4,632,813	4,653,173	4,652,732	(442)	806,680	83%
8100 Federal Revenue													
8181	Special Education - Entitlement	-	-	-	-	36,654	(36,654)	62,125	69,257	69,257	-	69,257	0%
8182	Special Education Reimbursement	-	41,052	-	118,319	-	118,319	-	157,745	157,745	-	39,426	75%
8220	Child Nutrition Programs	7,961	6,545	-	20,594	21,701	(1,106)	24,112	27,639	27,639	-	7,044	75%
8291	Title I	-	-	-	24,058	17,699	6,360	23,598	35,420	35,420	-	11,362	68%
8292	Title II	-	93	-	8,351	3,881	4,470	5,175	8,381	8,381	-	30	100%
8294	Title IV	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Federal Income		7,961	47,690	-	171,322	79,934	91,388	115,010	298,442	298,442	-	127,120	57%
8300 Other State Revenues													
8319	Other State Apportionments - Prior Years	-	-	-	7,456	-	7,456	-	7,456	7,456	-	-	100%
8381	Special Education - Entitlement (State)	57,294	28,647	28,647	242,671	222,145	20,526	279,688	281,741	281,741	-	39,070	86%
8382	Special Education Reimbursement (State)	-	21,431	-	98,125	113,988	(15,863)	193,200	213,806	213,806	-	115,681	46%
8520	Child Nutrition - State	545	448	-	1,408,01	2,756	(1,348)	3,445	2,764	2,764	-	1,356	51%
8545	School Facilities Apportionments	-	100,727	-	100,727	146,067	(45,340)	194,756	202,508	202,508	-	101,781	50%
8550	Mandated Cost Reimbursements	-	-	-	54,361	85,086	(30,725)	85,086	97,581	97,581	-	43,220	56%
8560	State Lottery Revenue	-	35,436	-	59,555	48,929	10,626	103,945	108,854	108,854	-	49,299	55%
8590	All Other State Revenue	-	-	-	44,797	55,717	(10,920)	-	84,969	84,969	-	40,172.00	53%
SUBTOTAL - Other State Income		57,839	186,689	28,647	609,100	674,688	(65,587)	860,119	999,679	999,679	-	390,579	61%
8600 Other Local Revenue													
8634	Food Service Sales	61	1,090	923	8,638	12,400	(3,762)	13,778	11,055	11,055	-	2,417	78%
8660	Interest	0	0	0	2	1	0	1	2	2	-	0.11	93%
8676	After School Program Revenue	-	88	14,618	52,432	40,500	11,932	45,000	55,000	52,432	(2,568)	-	100%
8690	Other Local Revenue	-	-	17,321	32,855	9,450	23,405	11,340	15,660	32,981	17,321	126.48	100%
8701	Oakland Measure N	-	-	-	104,475	-	104,475	69,300	104,475	104,475	-	-	100%
8703	Oakland Measure G1	-	-	-	-	22,034	(22,034)	24,482	24,482	19,500	(4,982)	19,500	0%
8999	Uncategorized Revenue	-	-	174	174	-	174	-	-	-	-	(174)	-
SUBTOTAL - Local Revenues		61	1,179	33,036	198,575	84,385	114,190	163,901	210,674	220,445	9,771	21,870	90%
8800 Donations/Fundraising													
8801	Donations - Parents	10,659	3,183	(9,104)	109,107	91,854	17,253	102,060	110,400	110,400	-	1,293	99%
8802	Donations - Private	1,427	839	780	70,675	235,000	(164,325)	50,000	70,000	71,000	1,000	325	100%
8803	Fundraising	24	3,674	2,343	8,750	82,800	(74,050)	92,000	10,000	9,000	(1,000)	250	97%
SUBTOTAL - Fundraising and Grants		12,110	7,695	(5,981)	188,532	409,654	(221,122)	244,060	190,400	190,400	-	1,868	99%
TOTAL REVENUE		613,867	698,503	476,786	5,013,582	5,040,618	(27,036)	6,015,904	6,352,369	6,361,698	9,330	1,348,117	79%

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)	Approved Budget	Previous Month's Forecast	Current Forecast			
EXPENSES												
Compensation & Benefits												
1000	Certificated Salaries			-	-	-	-	-	-	-	-	-
1100	Teachers Salaries	158,217	158,076	166,089	1,631,647	1,666,268	34,621	1,749,281	1,758,908	1,755,908	3,000	124,261 93%
1103	Teacher - Substitute Pay	1,582	200	1,407	7,666	19,048	11,382	20,000	10,000	10,000	-	2,334 77%
1111	Teacher - Bonus	-	-	-	1,187	-	(1,187)	34,986	1,187	1,187	-	- 100%
1148	Teacher - Special Ed	23,940	24,068	24,290	238,250	285,983	47,733	300,282	256,367	256,367	-	18,117 93%
1150	Teacher - Summer School	-	-	-	-	7,500	7,500	7,500	-	-	-	-
1160	Teacher - Psychologist	6,190	6,190	6,190	58,163	-	(58,163)	-	65,000	105,000	(40,000)	46,837 55%
1300	Certificated Supervisor & Administrator Salaries	20,764	10,729	10,729	166,841	122,742	(44,100)	133,900	228,736	228,736	-	61,895 73%
1311	Site Admin - DESEL, Curr. Instr., College Readiness	25,534	31,517	31,371	356,888	342,604	(14,283)	373,750	412,202	412,202	-	55,314 87%
1980	Director of College Readiness	-	-	-	-	87,083	87,083	95,000	-	-	-	-
SUBTOTAL - Certificated Employees		236,227	230,781	240,077	2,460,642	2,531,227	70,586	2,714,699	2,732,400	2,769,400	(37,000)	308,759 89%
2000	Classified Salaries			-	-	-	-	-	-	-	-	-
2104	Classified - SPED	16,000	15,260	17,908	152,112	131,358	(20,755)	144,160	172,680	132,680	40,000	(19,432) 115%
2300	Classified Supervisor & Administrator Salaries	17,729	17,729	17,729	193,040	193,554	514	211,150	219,750	219,750	-	26,710 88%
2400	Classified Clerical & Office Salaries	3,380	3,355	3,715	63,426	70,840	7,414	77,280	77,280	77,280	-	13,854 82%
2402	Classified Clerical & Office Salaries - Community Engag	6,208	6,208	6,208	68,292	66,800	(1,492)	72,873	76,500	76,500	-	8,208 89%
2905	Other Classified - After School	6,003	5,691	6,744	50,366	15,840	(34,526)	17,280	48,384	48,384	-	(1,982) 104%
2928	Other Classified - Food	1,548	1,462	1,978	14,540	17,182	2,642	18,900	15,750	15,750	-	1,210 92%
SUBTOTAL - Classified Employees		50,868	49,706	54,282	541,776	495,573	(46,203)	541,643	610,344	570,344	40,000	28,568 95%
3000	Employee Benefits			-	-	-	-	-	-	-	-	-
3100	STRS	38,066	37,269	39,392	399,860	409,523	9,663	441,953	444,835	444,346	488	44,487 90%
3300	OASDI-Medicare-Alternative	7,106	6,943	7,427	75,577	75,121	(457)	81,171	86,682	86,639	44	11,061 87%
3400	Health & Welfare Benefits	20,985	15,868	17,830	239,675	269,486	29,811	269,486	245,611	245,611	0	5,936 98%
3500	Unemployment Insurance	354	156	119	15,266	19,716	4,449	23,177	20,369	20,369	-	5,102 75%
3600	Workers Comp Insurance	3,286	3,286	-	39,437	39,076	(361)	39,076	40,113	40,077	36	640 98%
3700	Retiree Benefits	716	716	716	5,651	-	(5,651)	-	11,850	11,850	-	6,199 48%
3900	Other Employee Benefits	-	-	-	-	10,504	10,504	26,137	-	-	-	-
SUBTOTAL - Employee Benefits		70,512	64,238	65,484	775,467	823,425	47,958	880,999	849,459	848,891	568	73,424 91%

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)	Approved Budget	Previous Month's Forecast	Current Forecast			
4000 Books & Supplies	-	-	-									
4100 Approved Textbooks & Core Curricula Materials	20	220	105	1,599	11,088	9,489	11,340	6,110	5,110	1,000	3,511	31%
4200 Books & Other Reference Materials	30	-	-	630	2,573	1,943	2,573	2,593	2,593	-	1,963	24%
4300 Materials & Supplies	1,158	1,622	912	13,202	17,010	3,808	17,010	12,740	13,740	(1,000)	538	96%
4320 Educational Software	3,780	-	-	39,909	47,618	7,709	48,700	40,000	40,000	-	91	100%
4330 Office Supplies	1,040	4,673	677	22,106	18,711	(3,395)	20,412	26,088	26,088	-	3,982	85%
4352 Quest (After School)	387	511	689	6,677	9,167	2,490	10,000	10,000	10,000	-	3,323	67%
4400 Noncapitalized Equipment	-	-	-	-	9,167	9,167	10,000	5,000	5,000	-	5,000	0%
4410 Classroom Furniture, Equipment & Supplies	327	-	-	12,585	9,778	(2,807)	10,000	14,181	14,181	-	1,597	89%
4420 Computers (individual items less than \$5k)	-	(495)	-	125,916	126,028	112	128,600	126,400	126,400	-	484	100%
4423 Staff Computers	-	-	-	306	7,840	7,534	8,000	5,500	5,500	-	5,194	6%
4430 Non Classroom Related Furniture, Equipment & Supplie	104	219	-	4,238	10,083	5,845	11,000	11,000	11,000	-	6,762	39%
4710 Student Food Services	5,463	476	7,133	48,834	62,001	13,167	68,891	55,277	55,277	-	6,443	88%
4720 Other Food	71	357	-	1,856	935	(921)	1,020	2,000	2,000	-	144	93%
SUBTOTAL - Books and Supplies	12,379	7,583	9,517	277,857	331,999	54,141	347,546	316,889	316,889	-	39,032	88%

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)	Approved Budget	Previous Month's Forecast	Current Forecast			
5000 Services & Other Operating Expenses												
5200 Travel & Conferences	-	-	-	-	-	-	-	-	-	-	-	-
5220 Travel and Lodging	504	62	276	979	2,412	1,433	2,680	2,500	2,500	-	1,521	39%
5300 Dues & Memberships	254	250	-	11,882	10,823	(1,060)	12,025	12,025	12,025	-	143	99%
5450 Insurance - Other	3,175	3,176	-	38,102	39,324	1,222	39,324	40,734	40,734	-	2,632	94%
5515 Janitorial, Gardening Services & Supplies	532	12,528	7,407	72,046	95,040	22,994	105,600	85,600	85,600	-	13,554	84%
5535 Utilities - All Utilities	(1,112)	10,422	5,763	63,996	67,932	3,936	74,108	74,108	74,108	-	10,112	86%
5610 Rent	25,965	25,965	25,965	300,006	305,500	5,494	305,500	300,012	300,012	-	6	100%
5611 Prop 39 Related Costs	26,399	-	26,399	105,598	79,199	(26,399)	105,598	105,598	105,598	-	0	100%
5615 Repairs and Maintenance - Building	(125)	208	243	3,351	10,357	7,007	11,508	5,000	5,000	-	1,649	67%
5616 Repairs and Maintenance - Computers	-	-	480	8,635	8,333	(302)	10,000	15,000	15,000	-	6,365	58%
5803 Accounting Fees	-	-	-	8,019	5,100	(2,919)	10,200	12,700	12,700	-	4,682	63%
5806 Assemblies	-	-	1,027	1,519	-	(1,519)	-	2,000	2,000	-	481	76%
Banking Fees	1,390	-	-	1,425	918	(508)	1,001	1,500	1,500	-	75	95%
5810 Intersession	15,295	-	1,053	49,581	15,000	(34,581)	20,000	60,000	60,000	-	10,419	83%
5812 Business Services	5,468	5,093	11,688	59,003	60,500	1,497	66,000	66,000	66,000	-	6,997	89%
5814 Service 6	-	-	-	-	-	-	-	-	-	-	-	-
5815 Consultants - Instructional	-	1,025	-	6,612	15,000	8,388	15,000	15,000	15,000	-	8,388	44%
5820 Consultants - Non Instructional - Custom 1	-	-	-	4,850	25,380	20,530	28,200	28,200	28,200	-	23,350	17%
5821 Consultants - Non Instructional - Custom 2	-	15,000	7,500	75,000	-	(75,000)	-	90,000	90,000	-	15,000	83%
5822 Consultants - Non Instructional - Custom 3	-	-	-	-	13,500	13,500	15,000	16,500	16,500	-	16,500	0%
5824 District Oversight Fees	-	-	-	-	34,746	34,746	46,328	46,532	46,532	4	46,527	0%
5833 Fines and Penalties	-	39	-	39	-	(39)	-	39	39	-	-	100%
5836 Fingerprinting	77	-	-	1,228	2,850	1,622	2,915	2,150	2,150	-	921	57%
5839 Fundraising Expenses	572	2,144	1,385	5,323	13,500	8,177	15,000	15,000	15,000	-	9,677	35%
5843 Interest - Loans Less than 1 Year	-	3,403	-	3,582	-	(3,582)	-	5,000	5,000	-	1,418	72%
5845 Legal Fees	10,602	9,753	6,260	72,765	77,000	4,235	84,000	84,000	84,000	-	11,235	87%
5851 Marketing and Student Recruiting	30	3,150	-	5,102	1,756	(3,346)	1,951	5,317	5,317	-	215	96%
5852 Receivable Sale Fees	4,061	-	-	4,061	-	(4,061)	-	4,061	4,061	-	-	100%
5857 Payroll Fees	391	386	371	4,407	4,488	81	4,896	4,896	4,896	-	489	90%
5860 Printing and Reproduction	-	-	-	1,196	403	(792)	448	1,198	1,198	-	2	100%
5861 Prior Yr Exp (not accrued)	-	-	-	(3,318)	-	3,318	-	-	-	-	3,318	-
5863 Professional Development	83	1,726	4,035	20,847	18,333	(2,513)	20,000	20,000	20,847	(847)	0	100%
5866 SPED MH Day/NPS Services	19,951	45,789	23,946	316,971	146,667	(170,305)	160,000	374,175	374,175	-	57,204	85%
5869 Special Education Contract Instructors	13,531	11,585	24,220	60,778	202,500	141,723	225,000	98,000	98,000	-	37,223	62%
5872 Special Education Encroachment	-	-	-	-	-	-	13,673	14,190	14,190	-	14,190	0%
5875 Staff Recruiting	1,592	2,438	143	6,473	4,041	(2,432)	4,490	7,490	7,490	-	1,017.46	86%
5878 Student Assessment	-	-	-	10,360	2,700	(7,660)	3,000	12,000	12,000	-	1,640	86%
5880 Student Health Services	-	-	-	450	364	(86)	404	500	500	-	50	90%
5881 Student Information System	-	-	13,248	45,471	36,178	(9,293)	37,000	33,000	33,000	-	(12,471)	138%
5884 Substitutes	4,576	17,900	9,948	59,455	-	(59,455)	-	50,000	60,000	(10,000)	545	99%
5887 Technology Services	302	4,895	2,880	32,242	29,700	(2,542)	33,000	40,000	40,000	-	7,758	81%
5899 Miscellaneous Operating Expenses	-	314	345	1,216	-	(1,216)	-	1,500	1,500	-	284	81%
5900 Communications	1,390	684	3,417	18,364	36,667	18,303	40,000	30,000	30,000	-	11,636	61%
Postage and Delivery	96	29	60	797	1,405	608	1,561	1,561	1,561	-	764	51%
SUBTOTAL - Services & Other Operating Exp.	134,999	177,963	178,058	1,478,413	1,367,614	(110,799)	1,515,410	1,783,085	1,793,927	(10,843)	315,515	82%

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)	Approved Budget	Previous Month's Forecast	Current Forecast			
6000 Capital Outlay												
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	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	504,986	530,270	547,418	5,534,154	5,549,839	15,684	6,000,296	6,292,178	6,299,452	(7,275)	765,298	88%
6900 Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation	504,986	530,270	547,418	5,534,154	5,549,839	15,684	6,000,296	6,292,178	6,299,452	(7,275)	765,298	88%

Cover Sheet

Review and Approve 2019 - 2020 EBIA Budget

Section: VI. Finance and Development
Item: B. Review and Approve 2019 - 2020 EBIA Budget
Purpose: Vote
Submitted by:
Related Material: EBIA 19-20 MYP Alt Form.pdf

**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: 2019-20

To the entity that approved the charter school:

(x) 2019-20 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved by the governing board of the charter school, it includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP), 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) 2019-20 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:

<p><u>For Approving Entity:</u></p> <p><u>Minh Co</u> Name</p> <p><u>Accounting Manager</u> Title</p> <p><u>(510) 879-0132</u> Telephone</p> <p><u>minh.co@ousd.org</u> E-mail address</p>	<p><u>For Charter School:</u></p> <p><u>Michelle Cho</u> Name</p> <p><u>COO/CFO</u> Title</p> <p><u>510-577-9557</u> Telephone</p> <p><u>michelle.cho@eastbayia.org</u> E-mail address</p>
--	--

() 2019-20 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: 2019/20

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.	
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	3,193,790.36	3,796,161.77		3,796,161.77
Education Protection Account State Aid - Current Year	8012	106,720.00	118,584.00		118,584.00
State Aid - Prior Years	8019	9,225.00			0.00
Transfer of Charter Schools in Lieu of Property Taxes	8096	1,342,996.50	1,492,296.63		1,492,296.63
Other LCFF Transfers	8091, 8097				0.00
Total, LCFF Sources		4,652,731.86	5,407,042.40	0.00	5,407,042.40
2. Federal Revenues					
Every Student Succeeds Act (Titles I - V)	8290	43,801.00		47,230.85	47,230.85
Special Education - Federal	8181, 8182	227,002.25		220,797.21	220,797.21
Child Nutrition - Federal	8220	27,638.60		31,550.40	31,550.40
Donated Food Commodities	8221				0.00
Other Federal Revenues	8110, 8260-8299				0.00
Total, Federal Revenues		298,441.85	0.00	299,578.46	299,578.46
3. Other State Revenues					
Special Education - State	StateRevSE	495,546.80		503,081.40	503,081.40
All Other State Revenues	StateRevAO	504,132.38	135,650.83	257,351.04	393,001.87
Total, Other State Revenues		999,679.18	135,650.83	760,432.44	896,083.27
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	410,845.41	301,601.87	92,600.00	394,201.87
Total, Local Revenues		410,845.41	301,601.87	92,600.00	394,201.87
5. TOTAL REVENUES					
		6,361,698.30	5,844,295.10	1,152,610.90	6,996,906.00
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	2,128,462.23	2,157,439.23	347,261.26	2,504,700.50
Certificated Pupil Support Salaries	1200				0.00
Certificated Supervisors' and Administrators' Salaries	1300	640,938.00	679,690.00	56,400.00	736,090.00
Other Certificated Salaries	1900				0.00
Total, Certificated Salaries		2,769,400.23	2,837,129.23	403,661.26	3,240,790.50
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	132,680.00	17,754.24	159,788.16	177,542.40
Non-certificated Support Salaries	2200				0.00
Non-certificated Supervisors' and Administrators' Sal.	2300	219,750.00	169,216.00		169,216.00
Clerical and Office Salaries	2400	153,780.00	227,735.00		227,735.00
Other Non-certificated Salaries	2900	64,134.00	47,722.50		47,722.50
Total, Non-certificated Salaries		570,344.00	462,427.74	159,788.16	622,215.90

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: East Bay Innovation Academy
(name continued) _____

Description	Object Code	Est. Actuals	Current Budget Year		Total
		Prior Year	Unrest.	Rest.	
3. Employee Benefits					
STRS	3101-3102	444,346.39	463,120.35	79,084.83	542,205.17
PERS	3201-3202				0.00
OASDI / Medicare / Alternative	3301-3302	86,638.62	84,847.91	14,489.07	99,336.98
Health and Welfare Benefits	3401-3402	245,610.60	293,792.50	50,169.53	343,962.03
Unemployment Insurance	3501-3502	20,368.54	21,596.13	3,687.87	25,284.00
Workers' Compensation Insurance	3601-3602	40,076.93	39,594.68	6,761.39	46,356.08
OPEB, Allocated	3701-3702	11,850.00	10,503.86	1,793.69	12,297.55
OPEB, Active Employees	3751-3752				0.00
Other Employee Benefits	3901-3902				0.00
Total, Employee Benefits		848,891.09	913,455.43	155,986.38	1,069,441.81
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	5,110.00	15,650.00		15,650.00
Books and Other Reference Materials	4200	2,593.04	3,040.11		3,040.11
Materials and Supplies	4300	89,828.00	108,151.60		108,151.60
Noncapitalized Equipment	4400	162,081.18	156,980.00		156,980.00
Food	4700	57,277.20	30,435.36	34,705.44	65,140.80
Total, Books and Supplies		316,889.42	314,257.07	34,705.44	348,962.51
5. Services and Other Operating Expenditures					
Subagreements for Services	5100	0.00			0.00
Travel and Conferences	5200	2,500.00	2,550.00		2,550.00
Dues and Memberships	5300	12,025.00	12,265.50		12,265.50
Insurance	5400	40,734.00	45,698.00		45,698.00
Operations and Housekeeping Services	5500	159,708.00	156,374.16		156,374.16
Rentals, Leases, Repairs, and Noncap. Improvements	5600	425,610.00	147,117.36	338,928.00	486,045.36
Transfers of Direct Costs	5700-5799				0.00
Professional/Consulting Services & Operating Expend.	5800	1,121,789.50	539,788.08	432,123.85	971,911.93
Communications	5900	31,561.00	31,592.22		31,592.22
Total, Services and Other Operating Expenditures		1,793,927.50	935,385.32	771,051.85	1,706,437.17
6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)					
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
7. Other Outgo					
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
8. TOTAL EXPENDITURES		6,299,452.23	5,462,654.80	1,525,193.09	6,987,847.88
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		62,246.07	381,640.31	(372,582.19)	9,058.11

Revised 3/6/19

**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.	
D. OTHER FINANCING SOURCES / USES					
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		(372,582.19)	372,582.19	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	(372,582.19)	372,582.19	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		62,246.07	9,058.12	(0.00)	9,058.11
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	502,252.67	564,499.07		564,499.07
b. Adjustments/Restatements to Beginning Balance	9793, 9795	0.33			0.00
c. Adjusted Beginning Balance		502,253.00	564,499.07	0.00	564,499.07
2. Ending Fund Balance, June 30 (E + F.1.c.)		564,499.07	573,557.19	(0.00)	573,557.18
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)	(0.00)
c. Committed					
Stabilization Arrangements	9750				0.00
Other Commitments	9760				0.00
d. Assigned					
Other Assignments	9780				0.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789	188,983.57	209,635.44		209,635.44
Unassigned / Unappropriated Amount	9790	375,515.50	363,921.75	0.00	363,921.75

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - 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
Fiscal Year:	2019/20

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 2019/20			Totals for 2020/21	Totals for 2021/22
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	3,796,161.77	0.00	3,796,161.77	4,302,779.48	4,620,790.18
Education Protection Account State Aid - Current Year	8012	118,584.00	0.00	118,584.00	126,882.00	130,602.00
State Aid - Prior Years	8019	0.00	0.00	0.00		
Transfers of Charter Schools in Lieu of Property Taxes	8096	1,492,296.63	0.00	1,492,296.63	1,596,721.15	1,643,534.75
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00		
Total, LCFF Sources		5,407,042.40	0.00	5,407,042.40	6,026,382.63	6,394,926.93
2. Federal Revenues						
Every Student Succeeds Act (Titles I - V)	8290	0.00	47,230.85	47,230.85	51,429.82	54,509.06
Special Education - Federal	8181, 8182	0.00	220,797.21	220,797.21	168,578.32	176,009.89
Child Nutrition - Federal	8220	0.00	31,550.40	31,550.40	33,818.40	34,826.40
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	299,578.46	299,578.46	253,826.54	265,345.35
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	503,081.40	503,081.40	465,753.45	475,890.45
All Other State Revenues	StateRevAO	135,650.83	257,351.04	393,001.87	408,357.67	419,470.20
Total, Other State Revenues		135,650.83	760,432.44	896,083.27	874,111.12	895,360.65
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	301,601.87	92,600.00	394,201.87	418,161.71	429,517.84
Total, Local Revenues		301,601.87	92,600.00	394,201.87	418,161.71	429,517.84
5. TOTAL REVENUES						
		5,844,295.10	1,152,610.90	6,996,906.00	7,572,482.00	7,985,150.77
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,157,439.23	347,261.26	2,504,700.50	2,806,407.53	3,109,695.97
Certificated Pupil Support Salaries	1200	0.00	0.00	0.00		
Certificated Supervisors' and Administrators' Salaries	1300	679,690.00	56,400.00	736,090.00	758,172.70	780,917.88
Other Certificated Salaries	1900	0.00	0.00	0.00		
Total, Certificated Salaries		2,837,129.23	403,661.26	3,240,790.50	3,564,580.23	3,890,613.86
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	17,754.24	159,788.16	177,542.40	182,868.67	188,354.73
Non-certificated Support Salaries	2200	0.00	0.00	0.00		
Non-certificated Supervisors' and Administrators' Sal.	2300	169,216.00	0.00	169,216.00	174,292.48	179,521.25
Clerical and Office Salaries	2400	227,735.00	0.00	227,735.00	234,567.05	241,604.06
Other Non-certificated Salaries	2900	47,722.50	0.00	47,722.50	49,154.18	50,628.80
Total, Non-certificated Salaries		462,427.74	159,788.16	622,215.90	640,882.38	660,108.85

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: East Bay Innovation Academy
(name continued) _____

Description	Object Code	FY 2019/20			Totals for 2020/21	Totals for 2021/22
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	463,120.35	79,084.83	542,205.17	632,166.61	690,815.72
PERS	3201-3202	0.00	0.00	0.00		
OASDI / Medicare / Alternative	3301-3302	84,847.91	14,489.07	99,336.98	105,620.33	111,976.04
Health and Welfare Benefits	3401-3402	293,792.50	50,169.53	343,962.03	400,054.30	462,919.97
Unemployment Insurance	3501-3502	21,596.13	3,687.87	25,284.00	27,993.00	28,896.00
Workers' Compensation Insurance	3601-3602	39,594.68	6,761.39	46,356.08	50,465.55	54,608.67
OPEB, Allocated	3701-3702	10,503.86	1,793.69	12,297.55	12,666.48	13,046.47
OPEB, Active Employees	3751-3752	0.00	0.00	0.00		
Other Employee Benefits	3901-3902	0.00	0.00	0.00		
Total, Employee Benefits		913,455.43	155,986.38	1,069,441.81	1,228,966.27	1,362,262.88
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	15,650.00	0.00	15,650.00	17,110.50	17,972.91
Books and Other Reference Materials	4200	3,040.11	0.00	3,040.11	3,721.09	4,006.38
Materials and Supplies	4300	108,151.60	0.00	108,151.60	117,584.17	123,194.39
Noncapitalized Equipment	4400	156,980.00	0.00	156,980.00	157,875.60	198,343.74
Food	4700	30,435.36	34,705.44	65,140.80	69,717.60	71,775.22
Total, Books and Supplies		314,257.07	34,705.44	348,962.51	366,008.97	415,292.64
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0.00	0.00	0.00		
Travel and Conferences	5200	2,550.00	0.00	2,550.00	2,601.00	2,653.02
Dues and Memberships	5300	12,265.50	0.00	12,265.50	12,510.81	12,761.03
Insurance	5400	45,698.00	0.00	45,698.00	49,962.66	52,480.90
Operations and Housekeeping Services	5500	156,374.16	0.00	156,374.16	159,501.64	162,691.68
Rentals, Leases, Repairs, and Noncap. Improvements	5600	147,117.36	338,928.00	486,045.36	505,057.52	399,009.52
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00		
Professional/Consulting Services and Operating Expend.	5800	539,788.08	432,123.85	971,911.93	933,280.49	964,383.28
Communications	5900	31,592.22	0.00	31,592.22	32,224.06	32,868.55
Total, Services and Other Operating Expenditures		935,385.32	771,051.85	1,706,437.17	1,695,138.19	1,626,847.96
6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)						
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
7. Other Outgo						
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
8. TOTAL EXPENDITURES		5,462,654.80	1,525,193.09	6,987,847.88	7,495,576.04	7,955,126.17
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		381,640.31	(372,582.19)	9,058.11	76,905.96	30,024.60

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: East Bay Innovation Academy
(name continued) _____

Description	Object Code	FY 2019/20			Totals for 2020/21	Totals for 2021/22
		Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
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	(372,582.19)	372,582.19	0.00		
4. TOTAL OTHER FINANCING SOURCES / USES		(372,582.19)	372,582.19	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)						
		9,058.12	(0.00)	9,058.11	76,905.96	30,024.60
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	564,499.07	0.00	564,499.07	573,557.18	650,463.14
b. Adjustments to Beginning Balance	9793, 9795	0.00	0.00	0.00		
c. Adjusted Beginning Balance		564,499.07	0.00	564,499.07	573,557.18	650,463.14
2. Ending Fund Balance, June 30 (E + F.1.c.)		573,557.19	(0.00)	573,557.18	650,463.14	680,487.74
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	209,635.44	0.00	209,635.44	224,867.28	228,075.16
Undesignated / Unappropriated Amount	9790	363,921.75	0.00	363,921.75	425,595.86	452,412.58

Cover Sheet

Key Activities and Events

Section: VIII. Other Business
Item: A. Key Activities and Events
Purpose: FYI
Submitted by:
Related Material: SY.19-20 School Calendar.pdf

East Bay Innovation Academy

2019-2020 School Calendar

July 2019

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

15 August 2019

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

20 September 2019

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	14	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

23 October 2019

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

13 November 2019

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

15 December 2019

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

19 January 2020

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

19 February 2020

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

18 March 2020

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

19 April 2020

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

20 May 2020

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

5 June 2020

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

- School Closed: Holiday
- Early release
- First and Last Day of School, Early release
- Intersession, PLP Prep, Capstone Presentations (last week)
- PLP Days. No classes for students. 1 hour personalized learning plans appointments will be scheduled for each EBIA student and their guardians
- School Closed: Faculty PD
- State (SBAC) and Advanced Placement (AP) testing
- Summer Session



2019-2020 CALENDAR OF EVENTS

DATE	EVENT
Jul-1	First Day of Summer School
Jul-4	School Closed-Holiday: Independence Day
Jul-26	Last Day of Summer School
Jul-29	First Day of Teacher PD
Aug-3	Family Work Day at Lower School
Aug-4	Family Work Day at Upper School
Aug-8	Orientation for Lower School (New & Returning Day)
Aug-9	Orientation for Upper School (New & Returning Day)
Aug-12	First Day of School, early release
Aug-12-16	Early Release
Aug-14	Family Evening Potluck
Aug-19	First full day of classes
Aug-19	First day of Quest (After-school program at Lower School)
Aug-28	Lower School Back to School Night
Aug-29	Upper School Back to School Night
Sep-2	School Closed-Holiday: Labor Day
Sep-TBD	PAC (Parent Advisory Council) meeting
Oct-25	End of Trimester 1 & Quest
Oct-28- Nov-1	Interession; No Quest
Oct-30	Teacher Appreciation
Nov-4-5	PLP Days, no classes
Nov-6	Start of Trimester 2 & Quest
Nov-11	School Closed-Holiday: Veterans Day
Nov-25-29	School Closed-Holiday: Thanksgiving
Dec-TBD	PAC (Parent Advisory Council) meeting
Dec-23-Jan-4	School Closed: Winter Recess
Jan-6	Classes Resume
Jan-20	School Closed-Holiday: Martin L. King Jr. Day
Feb-17	School Closed-Holiday: Presidents Day
Feb-21	End of Trimester 2 & Quest
Feb-24-28	Interession; No Quest
Feb-26	Teacher Appreciation
Mar-2-3	PLP Days, no classes
Mar-4	Start of Trimester 3 & Quest
Mar-TBD	PAC (Parent Advisory Council) meeting
Mar-30-Apr-3	School Closed: Spring Recess
Mar-31	School Closed-Holiday: Cesar Chavez Day
Apr-6	Classes Resume
Apr-16	Upper School Course Registration
Apr-TBD	Springfest (Community Fundraiser on Saturday)
May-4-15	State & AP Testing
May-TBD	PAC (Parent Advisory Council) meeting
May-25	School Closed-Holiday: Memorial Day
May-29	Upper School Graduation
Jun-1-4	Capstone Projects, Interession
Jun-5	Last Day of School for Students- Early Release
Jun-5	8th Grade Promotion
Jun-8	Staff Closing Day- Last Day for Teachers

KEY

	School Closed: Holiday		School Closed: Faculty PD
	Early release		State (SBAC) and Advanced Placement (AP) testing
	First and Last Day of School, Early release		PLP Days. Non Instructional Days
	Interession, PLP Prep, Capstone Presentations (last week)		Summer Session
	Parent Advisory Council Meeting		Start/End of Trimester
	Upper School Event		Lower School Event