



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday April 17, 2019 at 8:00 PM PDT

Location

3400 Malcolm Avenue, Oakland, CA 94605

Hello! Our **regular meetings are held at EBIA, 3400 Malcolm Ave** 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
			8:00 PM
I. Opening Items			
A. Record Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approve Minutes - Prior Month's Board Meeting	Approve Minutes	Rochelle Benning	2 m
Approve minutes from the prior board meeting.			
Approve minutes for Board Meeting on March 20, 2019			
D. Public Comment		Rochelle Benning	15 m
Up to a maximum of 3 minutes comment time per speaker			
			8:19 PM
II. Governance			
A. Consent Agenda	Vote	Rochelle Benning	5 m

- Consent Agenda Items
 - EBIA March 2019 Check and Credit Card Register

III. Academic Excellence 8:24 PM

- | | | | |
|---|---------|---------------|------|
| A. LCAP Plan and Timeline | Discuss | Devin Krugman | 15 m |
| B. 2019 - 2020 EBIA Course Offerings | Discuss | Devin Krugman | 15 m |
- Provide an overview of EBIA course offerings for the 2019-2020 school year for all grades
- | | | | |
|---------------------------------------|------|------------------|------|
| C. 2019 - 2020 Staffing Update | Vote | Rochelle Benning | 10 m |
|---------------------------------------|------|------------------|------|
- Board Chair: Update on CEO/Head of School Search
 - EBIA Executive Director:: Update on hiring progress for 2019-2020 teaching staff
- | | | | |
|--|---------|--------------|-----|
| D. 2019 - 2020 Student Recruitment Update | Discuss | Michelle Cho | 5 m |
|--|---------|--------------|-----|

IV. Finance and Development 9:09 PM

- | | | | |
|---------------------------------------|---------|--------------|------|
| A. Year to Date Finance Update | Discuss | Michelle Cho | 15 m |
|---------------------------------------|---------|--------------|------|
- YTD budget to actuals
 - YTD cash flows
 - MYP progress update for 2019 - 2020

V. Facility 9:24 PM

- | | | | |
|-----------------------------------|------|--------------|-----|
| A. Facility Use Agreements | Vote | Michelle Cho | 5 m |
|-----------------------------------|------|--------------|-----|
- Prop 39: 19-20 offer of Marshall Campus
 - GGA: 19-20 Proposed offer
- | | | | |
|--------------------------------|-----|--------------|-----|
| B. Update on Facilities | FYI | Michelle Cho | 5 m |
|--------------------------------|-----|--------------|-----|
- HNU Update
 - Prop 51 Update

VI. Other Business 9:34 PM

- | | | | |
|-------------------------------------|-----|------------------|-----|
| A. Key Activities and Events | FYI | Rochelle Benning | 2 m |
|-------------------------------------|-----|------------------|-----|

Events coming:

1. April 17th Upper School Course Registration Info Night (6:30-7:30 pm @ Upper school)All EBIA 8th - 11th grade families should be in attendance to review our course catalog, graduation requirements, course pathway planning and college readiness.

2. April 19th EBIA Cafelito (9-10am, @ Lower School): our April EBIA Cafelito, an opportunity for families to meet with school administration and discuss questions and concerns.

3. Movie Night Lower School - April 26, 2019 EBIA Upper School Parents, 11th grade Student Government is hosting another Movie Night on April 26 at the lower school to raise money for our Junior Trip. We were wondering if you could donate food or drinks so that we can have items to sell in order to raise money. We would like the donations to be brought to us starting April 23rd, the donations can be left in Ms.Jasmine's office. Anything would be greatly appreciated, thank you all. Student Government C/O 2020

4. **SpringFest, Saturday April 27th, 2019, 10 am to 2 pm** is our combined community get-together/fundraising event, a chance to share food, games and fun! Please save the date and look for ways to volunteer and support EBIA. PAC is meeting on **Tuesday March 12th, 6:30 pm** at lower school to plan -- please join if you can.

5. **May 6th - 17th Testing Weeks** first two weeks of May are EBIA's testing weeks. During this time Students in grades 6-8 and 11 take the state SBAC exams, students in grades 9-10 take the NWEA MAP assessment, and high school students take their course specific AP exams.

6. **May 13th - June 6th Capstone Projects**: the tests, students will collaborate on Capstone, the ultimate multi-disciplinary project to cap off SY 18-19. Showcase will be late May/early June.

7. **8th grade promotion** June 7th, 2019, save the date! We will be celebrating our 8th graders as they conclude their lower school journey on June 7th, 6 pm at Skyline High School auditorium

8. **June 7 - Last Day of School** Early dismissal at both sites at 12:00pm.

9. **ACTION REQUIRED Rising 7th Grade** We need all 7th grade families to submit an updated Immunization record before the 2019-20 school year. Required Immunization for 7th grade: Tdap Dose and a 2nd Dose of MMR. For more information please visit: <https://www.shotsforschool.org/7th-grade/>

B. Public Comment	FYI	Rochelle Benning	10 m
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VII. Closing Items

9:46 PM

A. Adjourn Meeting	Vote	Rochelle Benning	1 m
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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 March 20, 2019



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday March 20, 2019 at 8:00 PM

Location

3400 Malcolm Avenue, Oakland, CA 94605

Directors Present

Kelly Garcia, Ken Berrick, Laurie Jacobson Jones, Rochelle Benning

Directors Absent

Anne Campbell Washington, Saamra Mekuria-Grillo

Directors Arrived Late

Ken Berrick

Guests Present

Devin Krugman, 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 Wednesday Mar 20, 2019 @ 8:06 PM at 3400 Malcolm Avenue, Oakland, CA 94605.

C. Approve Minutes - Prior Month's Board Meeting

Rochelle Benning made a motion to approve minutes from the Board Meeting on 02-20-19.

Laurie Jacobson Jones seconded the motion.

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

D. Approve Minutes from March 4, 2019 Special Board Meeting

Rochelle Benning made a motion to approve minutes from the Special Board Meeting on 03-04-19.

Laurie Jacobson Jones seconded the motion.

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

E. Public Comment

Public comment regarding behavior issues in classrooms.

II. Governance

A. Consent Agenda

Kelly Garcia made a motion to Approve the consent agenda.

Rochelle Benning seconded the motion.

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

B. ETA 2019 - 2020 Sunshine Proposal

ETA President presented the 2019-20 Sunshine Proposal to the board.

Discussion between board and ETA President.

III. Academic Excellence

A. Second Trimester Academic Report

Devin presented the second trimester academic report:

- intersession at the lower and upper school
- staff professional development

Ken Berrick arrived late.

B. Winter MAP Test Data Review

Devin presented the Winter MAP Test Data Review. Board discussion followed.

C. 2019 - 2020 Staffing Update

Devin presented a staffing update related to teacher for hiring SY 2019-20.

Shelley presented a modified process for the selection of the CEO/Head of School search.

Ken Berrick made a motion to approve a modified process for a CEO/Head of School Search.

Laurie Jacobson Jones seconded the motion.

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

D. 2019 - 2020 Student Recruitment Update

Michelle presented a student recruitment update.

IV. Finance and Development

A. Year to Date Finance Update

Michelle presented a Year to Date Finance Update. Topics included:

- Year to Date budget to actuals
- Year to Date cash flows

- Multi-year Projections process for 2019-20

Board discussed all topics.

V. Facility

A. Facility Update

Michelle presented the facility update that included:

- Prop 39 update
- Prop 51 update
- GGA Update

VI. Other Business

A. Key Activities and Events

Shelley reviewed the upcoming events for both lower and upper schools.

B. Public Comment

Public comment from parents regarding student safety and bullying.

VII. Closing Items

A. Adjourn Meeting

Ken Berrick made a motion to adjourn the meeting.

Laurie Jacobson Jones 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 9:30 PM.

Respectfully Submitted,
Kelly Garcia

Cover Sheet

Consent Agenda

Section: II. Governance
Item: A. Consent Agenda
Purpose: Vote
Submitted by:
Related Material: April 2019 - EBIA March 2019 Check Register.pdf

Check Register

**East Bay Innovation Academy
March 2019**



Grand Total 212,900.09

Vendor	Check Number	Void	Date	Description	Check Amount
Bonsai	5849		3/1/2019	East Bay Innovation Academy inv#2068	6,000.00
Jhonatan Gutierrez Soria	5850		3/1/2019	Intersession provider LiveScan reimbursement	62.00
HipHopForChange, Inc	5851		3/1/2019	EBIA Intersession fee	1,000.00
HipHopForChange, Inc.	5852		3/1/2019	2 LiveScan reimbursements	144.00
Johwell St-Cilien Films	5853	Voided	3/1/2019	Intersession--film making	0.00
Lina's Janitorial Services	5854		3/1/2019	Janitorial in February 2019, Upper and Lower (EBIA)	6,000.00
Christopher Marsh	5855		3/1/2019	LiveScan for Intersession	76.00
Amanda Okamoto	5856		3/1/2019	Intersession fees at Berkeley Ironworks, and postage	721.30
Ready Refresh	5857		3/1/2019	Account number 0035832427	15.98
Ready Refresh	5858		3/1/2019	Account number 0035832435	85.85
Carlos Marlon Richardson	5859		3/1/2019	Intersession Beatmaking class	1,000.00
Rob Skate Academy	5860		3/1/2019	EBIA Intersession	1,000.00
Emily Taylor	5861		3/1/2019	Intersession--outdoor ed, team building	1,000.00
Lansine Toure	5862		3/1/2019		207.20
Trips For Kids Marin	5863		3/1/2019	Intersession mountain biking, EBIA	600.00
Wells Fargo	5864		3/1/2019	Account Number 5474649001347301	1,342.00
Sruti Bhaumik	5865		3/8/2019	LiveScan for Intersession	69.00
CFI	5866		3/8/2019	EBIA inv #18202	333.21
Devon Del Dosso	5867		3/8/2019	First responder Intersession course	1,000.00
East Bay Speech Pathology, Inc.	5868		3/8/2019	EBIA Speech therapist services January 19	798.00
Kenneth Griswa	5869		3/8/2019	Intersession-- scene building	1,000.00
Kenneth Griswa	5870		3/8/2019	Intersession set design class materials	182.12
Office Depot	5871		3/8/2019	Acct # 16610744	221.99
PG&E	5872		3/8/2019	Account No: 4052865603	3,468.29
RingCentral Inc.	5873		3/8/2019	Customer ID 1184099019	717.02
Nicole Smith	5874		3/8/2019	Workshop for school psychologists	65.00
Swing Education	5875		3/8/2019	East Bay Innovation Academy, INV00058477	200.00
The Berkeley Chess School	5876		3/8/2019	East Bay Innovation Academy- Intersession chess class 2/19-2/22/19	877.50
Thingamajigs	5877		3/8/2019	East Bay Innovation Academy Intersession-- sound and instrument building workshop	1,000.00
Vision Service Plan - (CA)	5878		3/8/2019	Account number 30 050552 0001	428.57
Waste Management Of Alameda County	5879		3/8/2019	Customer ID 00513-38904	157.56

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
Waste Management	5880		3/8/2019	Customer ID 15-00043-73002	1,327.22
AT&T	5881		3/15/2019	Billing account number 9391062435	673.43
Berkeley Rep School of Theatre	5882		3/15/2019	East Bay Innovation Academy Fall Intersession	2,421.25
Devereux	5883		3/15/2019	Account number 348720	15,306.47
EdTec	5884		3/15/2019	East Bay Innovation Academy Inv 15751	5,430.09
Esther B. Clark School at CHC	5885		3/15/2019	East Bay Innovation Academy inv 83919EBC	10,456.80
Michelle Fitts	5886		3/15/2019	Thermal Energy project supplies	139.66
Jo Howard	5887		3/15/2019	Intersession film making	1,000.00
Matt Irvin	5888		3/15/2019	Winter 2019 Intersession	1,000.00
K12 HEALTH	5889		3/15/2019	East Bay Innovation Academy- IEP vision/hearing	200.00
Kaiser Foundation Health Plan	5890		3/15/2019	Billing Unit 681343504	23,971.86
Marlin Business Bank	5891		3/15/2019	Customer Account Number: 1480401	237.78
Casey McAlduff	5892		3/15/2019	PD parking at OMCA	36.00
Office Depot	5893		3/15/2019	Account number 16610744	531.99
Clifton Payne	5894		3/15/2019	Intersession provider LiveScan reimbursement	76.00
Clifton C. Payne	5895		3/15/2019	Intersession activities, Tues-Wed 2/19-2/20/19	500.00
Revolution Foods, Inc.	5896		3/15/2019	Customer # C001339	5,242.15
Tory Serrao	5897		3/15/2019	Classroom supplies, sheet protectors, markers,	20.64
Swing Education	5898		3/15/2019	East Bay Innovation Academy, INV00059670	1,000.00
Teachers on Reserve	5899		3/15/2019	Sub coverage LS 2/18-2/22	1,175.72
THE PHILLIPS ACADEMY	5900		3/15/2019	Tuition and therapy Jan '19 ES	3,060.00
Zum Services, Inc.	5901		3/15/2019	East Bay Innovation Academy inv EBI0006	1,820.00
Acer	5902		3/25/2019	Customer # 218565	3,271.16
BambooHR	5903		3/25/2019	Customer 25902	254.00
CoPower	5904		3/25/2019	CoPower ID 902360	2,546.22
Aylin Delacruz	5905		3/25/2019	New hire LiveScan reimbursement	77.00
Devereux	5906		3/25/2019	Account number 348720	18,444.12
East Bay Speech Pathology, Inc.	5907		3/25/2019	EBIA Speech therapist services February 19	12,733.00
Michelle Fitts	5908		3/25/2019	Science fair supplies, using Philanthropic Ventures	502.15
Golden Gate Academy	5909		3/25/2019	Golden Gate Academy rent	25,965.00
Jo Howard	5910		3/25/2019	Worksheets, folders, popsicle sticks, index cards for	73.62
Infinisource Benefit Services	5911		3/25/2019	C10007972 East Bay Innovation Academy	500.00
Law Offices of Young, Minney & Corr, LLP	5912		3/25/2019	East Bay Innovation Academy inv#58544	8,126.22
Christine Mandilag	5913		3/25/2019	Pizza-student government awarded Advisory with	88.99

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
OUSD Buildings & Grounds	5914		3/25/2019	Facility use fee- Marshall Campus	26,399.45
Office Depot	5915		3/25/2019	Account number 16610744	82.92
Amanda Okamoto	5916		3/25/2019	CCSA hotel and travel; postage	380.81
Ready Refresh	5917		3/25/2019	Water for Marshal 2/7/19-3/6/19	39.87
Ready Refresh	5918		3/25/2019	Mountain water 2/7/19-3/6/19	93.84
San Joaquin County Office of Education	5919		3/25/2019	East Bay Innovation Academy, account number 01-	750.00
Swing Education	5920		3/25/2019	EBIA sub coverage US 2/6 - 2/15	3,000.00
Johwell St-Cilien Films	5921		3/27/2019	Intersession--film making	1,000.00
RingCentral Inc.	5922		3/27/2019		714.01
PG&E	M1304		3/11/2019	Account No: 4052865603-2	2,458.06

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.

Cover Sheet

LCAP Plan and Timeline

Section: III. Academic Excellence
Item: A. LCAP Plan and Timeline
Purpose: Discuss
Submitted by:
Related Material: April2019.BoardSlides.pdf

Academic Excellence

April 2019



LCAP Plan and Timeline



LCAP Plan and Timeline

- April - Feedback and Information Gathering
 - Parent “cafelito” listening sessions to have input on priorities and goals
 - Utilizing all staff meetings for input on priorities and goals
- May - Data Gathering and Analysis
 - Review of SCAI school survey from parents, students and staff
 - Revise initial draft based on survey data and any updated feedback
- June - Finalization
 - Review and present final draft of document to the EBIA board
 - Finalize and publish the SY 19.20 LCAP

SY 19.20 Course Offerings



SY 19.20 Course Offerings

- Expanded course offerings
- Expanded continuum of services
- Balance of course offerings to that reflect enrollment size

SY 19.20 Course Offerings

Capstone	ELA	Math	Comp. Sci.	Spanish	History	Science	Art	Fitness
AP Seminar AP Research	ELA 9 ELA 10 ELA 11 AP Language AP Literature	Algebra I Algebra II Geometry Pre-Calculus AP Calculus BC Statistics	Comp. Sci. I Comp. Sci. II AP CS Principles	Spanish I Spanish II Spanish III AP Span. Lang. Heritage Span.	World History AP World History US History AP US History Econ. & Gov. Student Gov.	Biology AP Environ. Sci. Physics AP Physics Chemistry	Visual Arts I Visual Arts II AP Studio Art	Fitness
EBIA Graduation Requirements								
Not Required	4 years	4 years	1 year	2 years	3 years	4 years	1 year	1 year
University of California A-G Graduation Requirements								
"G" Req. 1 year	"B" Req. 4 years	"C" Req. 3 years	"G" Req. 1 year	"E" Req. 2 years	"A" Req. 2 years	"D" Req. 2 years	"F" Req. 1 year	N/A

SY 19.20 Staffing Update



SY 19.20 Staffing Plans

- Consolidated Site Admin Team
 - LS - Director of Instruction, Dean of Students
 - US - Director of Instruction, Dean of Students
 - Cross Sites - Head of School, COO/CFD, Director of Student Support Services
- Expanded Counseling Team
 - School Counselor, School Psychologist, Director of College Readiness
- Expanded Operations Team
 - Data/Enrollment, LS/US Office Managers, HR/Finance, Tech/Facilities, Grants Manager

SY 19.20 Student Recruitment Update



Cover Sheet

Year to Date Finance Update

Section: IV. Finance and Development
Item: A. Year to Date Finance Update
Purpose: Discuss
Submitted by:
Related Material: EBIA 18-19 MAR Financials-2019.04.11 CF.pdf
EBIA 18-19 MAR Financials-2019.04.11 YTD.pdf
EBIA MYP Draft 2019.04.15.pdf
EBIA financial summary for board 2019.04.pdf

East Bay Innovation Academy

Monthly Cash Forecast
As of March close

	2018/19												Forecast
	Actual & Projected												
	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Projected	May Projected	Jun Projected	
Beginning Cash	383,725	295,094	120,696	173,874	77,750	69,958	71,429	260,363	307,256	175,717	261,349	282,675	
Revenue													
LCFF Entitlement	-	205,287	385,846	362,623	339,139	339,139	437,974	363,814	535,896	379,980	443,798	443,798	4,650,282
Federal Income	-	-	-	-	8,855	8,183	98,633	-	7,961	91,532	2,303	19,617	298,442
Other State Income	11,644	-	32,603	20,959	20,959	43,642	107,784	98,334	57,839	139,062	97,348	30,399	991,242
Local Revenues	0	27,854	62,617	7,539	60,984	2,594	267	2,445	61	2,346	1,106	1,106	210,674
Fundraising and Grants	53,292	4,269	20,290	44,101	16,076	7,526	16,192	12,963	12,110	24,205	4,439	4,439	227,400
Total Revenue	64,936	237,409	501,356	435,223	446,012	401,083	660,851	477,555	613,867	637,125	548,994	499,359	6,378,039
Expenses													
Compensation & Benefits	147,294	353,621	376,166	378,736	356,469	363,683	377,137	362,602	357,608	404,163	361,352	371,522	4,222,203
Books & Supplies	66,060	14,641	102,228	22,525	13,776	10,692	17,201	9,386	12,280	21,394	17,953	17,953	326,089
Services & Other Operating Expenses	51,097	110,485	115,257	162,221	160,989	111,490	132,611	135,111	134,963	164,170	169,458	187,523	1,749,043
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	264,451	478,747	593,651	563,482	531,234	485,865	526,950	507,100	504,851	589,726	548,763	576,998	6,297,336
Operating Cash Inflow (Outflow)	(199,515)	(241,337)	(92,295)	(128,260)	(85,222)	(84,782)	133,901	(29,545)	109,016	47,398	230	(77,639)	80,704
Revenues - Prior Year Accruals	314,786	16,845	92,656	21,207	-	-	6,318	9,020	242	95,473	-	-	
Expenses - Prior Year Accruals	-	(375)	(9,105)	-	-	-	-	37,595	-	-	-	-	
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	
Accounts Payable - Current Year	(180,725)	36,693	47,800	(65,236)	72,090	(117,582)	48,246	25,511	(47,638)	-	-	-	
Summerholdback for Teachers	(67,980)	13,777	14,121	14,498	14,792	12,168	11,701	13,986	14,349	21,095	21,095	21,095	
Loans Payable (Current)	-	-	-	70,000	(1,120)	-	197,102	(1,342)	(200,000)	(70,000)	-	-	
Loans Payable (Long Term)	-	-	-	(8,333)	(8,333)	191,667	(208,333)	(8,333)	(7,509)	(8,334)	-	-	
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-	
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	
Other Balance Sheet Changes	44,804	-	-	-	-	-	-	-	-	-	-	-	
Ending Cash	295,094	120,696	173,874	77,750	69,958	71,429	260,363	307,256	175,717	261,349	282,675	226,131	

East Bay Innovation Academy

Budget vs. Actuals
As of March close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
SUMMARY												
Revenue												
LCFF Entitlement	437,974	363,814	535,896	2,969,718	2,978,853	(9,135)	4,632,813	4,612,655	4,650,282	37,627	1,680,564	64%
Federal Revenue	98,633	-	7,961	123,632	31,265	92,367	115,010	292,292	298,442	6,150	174,810	41%
Other State Revenues	107,784	98,334	57,839	393,764	413,332	(19,568)	860,119	951,316	991,242	39,926	597,477	40%
Local Revenues	267	2,445	61	164,361	63,953	100,408	163,901	212,274	210,674	(1,600)	46,313	78%
Fundraising and Grants	16,192	12,963	12,110	186,818	170,842	15,976	244,060	227,400	227,400	-	40,582	82%
Total Revenue	660,851	477,555	613,867	3,838,293	3,658,245	180,049	6,015,904	6,295,937	6,378,039	82,103	2,539,746	60%
Expenses												
Compensation and Benefits	377,137	362,602	357,608	3,073,317	3,118,463	45,147	4,137,341	4,224,472	4,222,203	2,269	1,148,887	73%
Books and Supplies	17,201	9,386	12,280	268,790	300,905	32,115	347,546	334,089	326,089	8,000	57,299	82%
Services and Other Operating Expenditures	132,611	135,111	134,963	1,114,225	1,144,616	30,391	1,515,410	1,734,089	1,749,043	(14,954)	634,818	64%
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	526,950	507,100	504,851	4,456,331	4,563,984	107,653	6,000,296	6,292,650	6,297,336	(4,686)	1,841,004	71%
Operating Income	133,901	(29,545)	109,016	(618,038)	(905,740)	287,702	15,608	3,287	80,704	77,417	698,742	
Fund Balance												
Beginning Balance (Unaudited)	(329,158)	(195,257)	(224,802)	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	133,901	(29,545)	109,016	(618,038)	(905,740)	287,702	15,608	3,287	80,704	77,417	698,742	
Ending Fund Balance	(195,257)	(224,802)	(115,785)	(115,785)	(403,487)	287,702	481,887	505,539	582,956			
Capital Outlay	-	-	-	-	-	-	-	-	-			

East Bay Innovation Academy

Budget vs. Actuals
As of March close

Detail	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
Enrollment Breakdown	M6	M7	M8									
6		112	112	113			118	112	112	-		
7		122	122	122			118	124	124	-		
8		123	123	122			118	124	124	-		
9		87	86	86			93	86	86	-		
10		69	69	69			75	70	70	-		
11		38	38	38			45	42	42	-		
Enrollment Summary							-	-	-	-		
4-6		112	112	113			118	112	112	-		
7-8		245	245	244			236	248	248	-		
9-12		194	193	193			213	198	198	-		
Total Enrolled		551	550	550			567	558	558	-		
ADA %												
4-6		96.8%	92.7%	96.5%			96%	96%	96%			
7-8		96.8%	93.0%	96.1%			96%	96%	96%			
9-12		94.7%	89.9%	93.7%			92%	93%	93%			
Average		96.0%	91.8%	95.3%			94%	95%	96%			
ADA												
4-6		107.8	103.8	108.0			113.3	107.5	107.5			
7-8		237.8	228.1	235.7			226.6	238.1	238.1			
9-12		184.4	173.5	184.3			196.0	184.1	188.0			
Total ADA		530.0	505.4	528.0			535.8	529.7	533.6			
Demographic Information		P-2	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	559			
# 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 March close

		Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
		Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
REVENUE													
LCFF Entitlement													
8011	Charter Schools LCFF - State Aid	300,326	252,346	306,272	2,011,831	1,990,030	21,801	3,291,658	3,273,841	3,191,340	(82,500)	1,179,509	63%
8012	Education Protection Account Entitlement	23,484	-	-	46,968	46,968	-	107,160	105,948	106,720	772	59,752	44%
8019	State Aid - Prior Years	-	9,225	-	9,225	-	9,225	-	9,225	9,225	-	-	100%
8096	Charter Schools in Lieu of Property Taxes	114,164	102,243	229,624	901,694	941,854	(40,160)	1,233,996	1,223,641	1,342,996	119,355	441,302	67%
SUBTOTAL - LCFF Entitlement		437,974	363,814	535,896	2,969,718	2,978,853	(9,135)	4,632,813	4,612,655	4,650,282	37,627	1,680,564	64%
8100 Federal Revenue													
8181	Special Education - Entitlement	-	-	-	-	-	-	62,125	69,257	69,257	-	69,257	0%
8182	Special Education Reimbursement	77,267	-	-	77,267	-	77,267	-	147,595	157,745	10,150	80,478	49%
8220	Child Nutrition Programs	-	-	7,961	14,049	16,878	(2,829)	24,112	31,639	27,639	(4,000)	13,589	51%
8291	Title I	15,203	-	-	24,058	11,799	12,259	23,598	35,420	35,420	-	11,362	68%
8292	Title II	6,163	-	-	8,258	2,588	5,671	5,175	8,381	8,381	-	123	99%
SUBTOTAL - Federal Income		98,633	-	7,961	123,632	31,265	92,367	115,010	292,292	298,442	6,150	174,810	41%
8300 Other State Revenues													
8319	Other State Apportionments - Prior Years	7,456	-	-	7,456	-	7,456	-	7,456	7,456	-	-	100%
8381	Special Education - Entitlement (State)	20,959	-	57,294	185,377	162,549	22,828	279,688	279,703	281,741	2,038	96,364	66%
8382	Special Education Reimbursement (State)	12,765	52,800	-	76,694	-	76,694	193,200	176,306	213,806	37,500	137,112	36%
8520	Child Nutrition - State	-	-	545	959.74	2,067	(1,107)	3,445	3,164	2,764	(400)	1,804	35%
8545	School Facilities Apportionments	-	-	-	-	97,378	(97,378)	194,756	194,071	194,071	-	194,071	0%
8550	Mandated Cost Reimbursements	-	43,222	-	54,361	85,086	(30,725)	85,086	97,581	97,581	-	43,220	56%
8560	State Lottery Revenue	24,119	-	-	24,119	24,464	(345)	103,945	108,067	108,854	787	84,735	22%
8590	All Other State Revenue	42,485	2,312	-	44,797	41,788	3,009	-	84,969	84,969	-	40,172.00	53%
SUBTOTAL - Other State Income		107,784	98,334	57,839	393,764	413,332	(19,568)	860,119	951,316	991,242	39,926	597,477	40%
8600 Other Local Revenue													
8634	Food Service Sales	220	1,042	61	6,625	9,645	(3,020)	13,778	12,655	11,055	(1,600)	4,431	60%
8660	Interest	0	0	0	1	1	0	1	1	1	-	0.01	99%
8676	After School Program Revenue	22	22	-	37,726	31,500	6,226	45,000	55,000	55,000	-	17,274	69%
8690	Other Local Revenue	25	1,380	-	15,534	5,670	9,864	11,340	15,660	15,660	-	126.48	99%
8701	Oakland Measure N	-	-	-	104,475	-	104,475	69,300	104,475	104,475	-	-	100%
8703	Oakland Measure G1	-	-	-	-	17,137	(17,137)	24,482	24,482	24,482	-	24,482	0%
8999	Uncategorized Revenue	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Local Revenues		267	2,445	61	164,361	63,953	100,408	163,901	212,274	210,674	(1,600)	46,313	78%
8800 Donations/Fundraising													
8801	Donations - Parents	14,202	12,304	10,659	115,028	71,442	43,586	102,060	127,400	127,400	-	12,372	90%
8802	Donations - Private	1,990	659	1,427	69,057	35,000	34,057	50,000	70,000	70,000	-	943	99%
8803	Fundraising	-	-	24	2,734	64,400	(61,666)	92,000	30,000	30,000	-	27,266	9%
SUBTOTAL - Fundraising and Grants		16,192	12,963	12,110	186,818	170,842	15,976	244,060	227,400	227,400	-	40,582	82%
TOTAL REVENUE		660,851	477,555	613,867	3,838,293	3,658,245	180,049	6,015,904	6,295,937	6,378,039	82,103	2,539,746	60%

East Bay Innovation Academy

Budget vs. Actuals
As of March close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent	
	Jan	Feb	Mar	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	164,438	160,850	158,217	1,307,482	1,331,214	23,732	1,749,281	1,809,293	1,758,908	50,384	451,427	74%
1103	Teacher - Substitute Pay	280	538	1,582	6,059	15,238	9,179	20,000	10,000	10,000	-	3,942	61%
1111	Teacher - Bonus	-	-	-	1,187	-	(1,187)	34,986	1,187	1,187	-	-	100%
1148	Teacher - Special Ed	24,908	23,470	23,940	189,892	228,786	38,895	300,282	256,367	256,367	-	66,475	74%
1150	Teacher - Summer School	-	-	-	-	7,500	7,500	7,500	-	-	-	-	-
1160	Teacher - Psychologist	6,190	6,190	6,190	45,782	-	(45,782)	-	65,000	65,000	-	19,218	70%
1300	Certificated Supervisor & Administrator Salaries	18,249	18,645	20,764	145,383	100,425	(44,958)	133,900	204,990	228,736	(23,747)	83,353	64%
1311	Site Admin - DESEL, Curr. Instr., College Readiness	31,767	29,970	25,534	294,000	280,313	(13,687)	373,750	387,202	412,202	(25,000)	118,202	71%
1980	Director of College Readiness	-	-	-	-	71,250	71,250	95,000	-	-	-	-	-
SUBTOTAL - Certificated Employees		245,833	239,664	236,227	1,989,784	2,034,726	44,943	2,714,699	2,734,038	2,732,400	1,638	742,617	73%
2000	Classified Salaries			-	-	-	-	-	-	-	-	-	
2104	Classified - SPED	13,515	14,547	16,000	118,944	105,753	(13,191)	144,160	172,680	172,680	-	53,736	69%
2300	Classified Supervisor & Administrator Salaries	17,729	17,729	17,729	157,582	158,363	781	211,150	219,750	219,750	-	62,168	72%
2400	Classified Clerical & Office Salaries	8,044	3,282	3,380	56,357	57,960	1,603	77,280	77,280	77,280	-	20,923	73%
2402	Classified Clerical & Office Salaries - Community Engag	6,208	6,208	6,208	55,875	54,654	(1,221)	72,873	76,500	76,500	-	20,625	73%
2905	Other Classified - After School	1,563	5,669	6,003	37,931	12,960	(24,971)	17,280	48,384	48,384	-	10,453	78%
2928	Other Classified - Food	1,118	1,624	1,548	11,100	13,745	2,645	18,900	15,750	15,750	-	4,650	70%
SUBTOTAL - Classified Employees		48,176	49,060	50,868	437,789	403,435	(34,353)	541,643	610,344	610,344	-	172,556	72%
3000	Employee Benefits			-	-	-	-	-	-	-	-	-	
3100	STRS	40,329	38,319	38,066	323,199	328,227	5,028	441,953	441,953	444,835	(2,882)	121,636	73%
3300	OASDI-Medicare-Alternative	7,310	7,068	7,106	61,208	60,275	(933)	81,171	86,714	86,682	32	25,475	71%
3400	Health & Welfare Benefits	22,506	22,604	20,985	205,977	224,572	18,595	269,486	275,611	275,611	-	69,634	75%
3500	Unemployment Insurance	8,981	1,886	354	14,992	19,716	4,724	23,177	23,830	20,369	3,461	5,377	74%
3600	Workers Comp Insurance	3,286	3,286	3,286	36,151	39,076	2,925	39,076	40,133	40,113	20	3,962	90%
3700	Retiree Benefits	716	716	716	4,219	-	(4,219)	-	11,850	11,850	-	7,631	36%
3900	Other Employee Benefits	-	-	-	-	8,437	8,437	26,137	-	-	-	-	-
SUBTOTAL - Employee Benefits		83,128	73,879	70,512	645,745	680,302	34,557	880,999	880,090	879,459	631	233,714	73%

East Bay Innovation Academy

Budget vs. Actuals
As of March close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jan	Feb	Mar	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	1,273	10,584	9,311	11,340	6,110	6,110	-	4,837	21%
4200 Books & Other Reference Materials	30	30	30	630	2,573	1,943	2,573	2,593	2,593	-	1,963	24%
4300 Materials & Supplies	-	575	1,059	10,569	17,010	6,441	17,010	12,740	12,740	-	2,171	83%
4320 Educational Software	9,775	(3,250)	3,780	39,909	45,453	5,545	48,700	40,000	40,000	-	91	100%
4330 Office Supplies	984	2,201	1,040	16,756	15,309	(1,447)	20,412	26,088	26,088	-	9,332	64%
4352 Quest (After School)	402	273	387	5,476	7,500	2,024	10,000	10,000	10,000	-	4,524	55%
4400 Noncapitalized Equipment	-	-	-	-	7,500	7,500	10,000	5,000	5,000	-	5,000	0%
4410 Classroom Furniture, Equipment & Supplies	458	454	327	12,585	9,333	(3,251)	10,000	14,181	14,181	-	1,597	89%
4420 Computers (individual items less than \$5k)	-	3,788	-	134,542	120,884	(13,658)	128,600	136,100	136,100	-	1,558	99%
4423 Staff Computers	18	-	-	306	7,520	7,214	8,000	5,500	5,500	-	5,194	6%
4430 Non Classroom Related Furniture, Equipment & Supplies	53	(25)	104	4,020	8,250	4,230	11,000	11,000	11,000	-	6,980	37%
4710 Student Food Services	5,409	5,242	5,463	41,226	48,223	6,997	68,891	63,277	55,277	8,000	14,051	75%
4720 Other Food	71	97	71	1,498	765	(733)	1,020	1,500	1,500	-	2	100%
SUBTOTAL - Books and Supplies	17,201	9,386	12,280	268,790	300,905	32,115	347,546	334,089	326,089	8,000	57,299	82%

East Bay Innovation Academy

Budget vs. Actuals
As of March close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
5000 Services & Other Operating Expenses												
5200 Travel & Conferences	-	-	36	36	-	(36)	-	-	-	-	(36)	
5220 Travel and Lodging	82	-	468	605	1,876	1,271	2,680	2,500	2,500	-	1,895	24%
5300 Dues & Memberships	263	263	254	11,633	8,418	(3,215)	12,025	12,025	12,025	-	392	97%
5450 Insurance - Other	3,175	3,175	3,175	34,926	39,324	4,398	39,324	40,734	40,734	-	5,808	86%
5515 Janitorial, Gardening Services & Supplies	6,122	12,044	532	52,112	73,920	21,808	105,600	85,600	85,600	-	33,488	61%
5535 Utilities - All Utilities	8,241	4,953	(1,112)	47,811	55,581	7,770	74,108	74,108	74,108	-	26,297	65%
5610 Rent	25,965	25,965	25,965	248,076	254,583	6,507	305,500	287,512	287,512	-	39,436	86%
5611 Prop 39 Related Costs	-	-	26,399	79,198	79,199	0	105,598	105,598	105,598	-	26,400	75%
5615 Repairs and Maintenance - Building	1,400	-	(125)	2,899	8,056	5,157	11,508	5,000	5,000	-	2,101	58%
5616 Repairs and Maintenance - Computers	-	-	-	25	5,000	4,975	10,000	25	25	-	0	100%
5803 Accounting Fees	2,519	-	-	8,019	5,100	(2,919)	10,200	12,700	12,700	-	4,682	63%
5806 Assemblies	21	-	-	491	-	(491)	-	2,000	2,000	-	1,509	25%
5809 Banking Fees	4	-	1,390	1,425	751	(674)	1,001	1,001	1,001	-	(424)	142%
5810 Intersession	600	10,040	15,295	48,528	15,000	(33,528)	20,000	50,000	60,000	(10,000)	11,472	81%
5812 Business Services	5,430	5,113	5,468	42,223	49,500	7,277	66,000	66,000	66,000	-	23,777	64%
5815 Consultants - Instructional	-	2,500	-	5,587	15,000	9,413	15,000	15,000	15,000	-	9,413	37%
5820 Consultants - Non Instructional - Custom 1	-	-	-	4,850	19,740	14,890	28,200	28,200	28,200	-	23,350	17%
5821 Consultants - Non Instructional - Custom 2	15,000	7,500	-	52,500	-	(52,500)	-	90,000	90,000	-	37,500	58%
5822 Consultants - Non Instructional - Custom 3	-	-	-	-	10,500	10,500	15,000	16,500	16,500	-	16,500	0%
5824 District Oversight Fees	-	-	-	-	34,746	34,746	46,328	46,127	46,503	(376)	46,503	0%
5836 Fingerprinting	133	-	77	1,228	2,721	1,492	2,915	2,150	2,150	-	921	57%
5839 Fundraising Expenses	324	10	572	1,794	10,500	8,706	15,000	15,000	15,000	-	13,206	12%
5843 Interest - Loans Less than 1 Year	13	14	10	189	-	(189)	-	5,000	5,000	-	4,811	4%
5845 Legal Fees	731	15,629	10,602	56,752	63,000	6,248	84,000	84,000	84,000	-	27,248	68%
5851 Marketing and Student Recruiting	-	347	30	1,952	1,366	(586)	1,951	2,317	2,317	-	365	84%
5852 Receivable Sale Fees	-	-	4,061	4,061	-	(4,061)	-	-	4,061	(4,061)	-	100%
5857 Payroll Fees	661	377	391	3,650	3,672	22	4,896	4,896	4,896	-	1,246	75%
5860 Printing and Reproduction	-	-	-	1,196	314	(882)	448	1,198	1,198	-	2	100%
5861 Prior Yr Exp (not accrued)	-	-	-	(3,318)	-	3,318	-	-	-	-	3,318	
5863 Professional Development	-	988	83	15,085	15,000	(85)	20,000	20,000	20,000	-	4,915	75%
5866 SPED MH Day/NPS Services	51,489	30,661	19,951	247,237	120,000	(127,237)	160,000	374,175	374,175	-	126,938	66%
5869 Special Education Contract Instructors	3,038	-	13,531	24,973	157,500	132,528	225,000	98,000	98,000	-	73,028	25%
5872 Special Education Encroachment	-	-	-	-	-	-	13,673	13,673	14,190	(517)	14,190	0%
5875 Staff Recruiting	292	292	1,592	3,892	3,143	(749)	4,490	4,490	4,490	-	597.91	87%
5878 Student Assessment	-	2,049	-	10,360	2,100	(8,260)	3,000	12,000	12,000	-	1,640	86%
5880 Student Health Services	-	200	-	450	283	(167)	404	500	500	-	50	90%
5881 Student Information System	-	-	-	32,223	34,533	2,310	37,000	33,000	33,000	-	777	98%
5884 Substitutes	5,594	4,849	4,576	31,607	-	(31,607)	-	50,000	50,000	-	18,393	63%
5887 Technology Services	-	6,000	256	24,421	23,100	(1,321)	33,000	40,000	40,000	-	15,579	61%
5899 Miscellaneous Operating Expenses	15	400	-	557	-	(557)	-	1,500	1,500	-	943	37%
5900 Communications	1,390	1,705	1,390	14,263	30,000	15,737	40,000	30,000	30,000	-	15,737	48%
Postage and Delivery	110	37	96	708	1,093	384	1,561	1,561	1,561	-	853	45%
SUBTOTAL - Services & Other Operating Exp.	132,611	135,111	134,963	1,114,225	1,144,616	30,391	1,515,410	1,734,089	1,749,043	(14,954)	634,818	64%

East Bay Innovation Academy

Budget vs. Actuals
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	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Jan	Feb	Mar	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	526,950	507,100	504,851	4,456,331	4,563,984	107,653	6,000,296	6,292,650	6,297,336	(4,686)	1,841,004	71%
6900 Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation	526,950	507,100	504,851	4,456,331	4,563,984	107,653	6,000,296	6,292,650	6,297,336	(4,686)	1,841,004	71%

East Bay Innovation Academy
 Multiyear Budget Summary DRAFT

	2018/19	2018/19	2019/20	2019/20
	Current Forecast	Notes	Preliminary Budget	Notes
SUMMARY				
Revenue				
LCFF Entitlement	4,650,282		5,387,797	
Federal Revenue	298,442		292,977	
Other State Revenues	991,242		814,017	
Local Revenues	210,674		154,903	
Fundraising and Grants	227,400		224,600	
Total Revenue	6,378,039		6,874,293	
Expenses				
Compensation and Benefits	4,222,203		4,911,235	
Books and Supplies	326,089		376,834	
Services and Other Operating Expenditures	1,749,043		1,787,809	
Depreciation	-		-	
Total Expenses	6,297,336		7,075,878	
Operating Income	80,704		(201,584)	
Fund Balance				
Beginning Balance (Unaudited)	502,253		582,956	
Audit Adjustment	-		-	
Beginning Balance (Audited)	502,253		582,956	
Operating Income	80,704		(201,584)	
Ending Fund Balance (including Depreciation)	582,956		381,372	
Ending Fund Balance as a % of Expenses	9%		5%	
Capital Outlay	-		-	

Financial Update

April 2019



Agenda

- March Actuals
- Current Forecast
- Cash Update
- 19-20 Forecast



P1 revenues coming in, March was net positive

- Revenue YTD: 60% of forecast. Highlights include:
 - True up from P1 (combined March LCFF was \$536K)
 - Trimester 3 Quest on track

- Expenses YTD: 71% of forecast. Highlights include:
 - Intersession expenses \$15K
 - Legal fees \$11K
 - SPED contracts tracking behind, speech therapy
 - GGA circuit switch



Improved Outlook for 2018-19

- P-2 ADA: 533.60 (+\$37K)
- Selpa adjusted 18-19 Fed and State rates as well as ERMHS (+\$50K)
- Expense adjustments include increase in end of year Intersession

	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)
SUMMARY				
Revenue				
LCFF Entitlement	4,632,813	4,612,655	4,650,282	37,627
Federal Revenue	115,010	292,292	298,442	6,150
Other State Revenues	860,119	951,316	991,242	39,926
Local Revenues	163,901	212,274	210,674	(1,600)
Fundraising and Grants	244,060	227,400	227,400	-
Total Revenue	6,015,904	6,295,937	6,378,039	82,103
Expenses				
Compensation and Benefits	4,137,341	4,224,472	4,222,203	2,269
Books and Supplies	347,546	334,089	326,089	8,000
Services and Other Operating Expenditures	1,515,410	1,734,089	1,749,043	(14,954)
Depreciation	-	-	-	-
Total Expenses	6,000,296	6,292,650	6,297,336	(4,686)
Operating Income	15,608	3,287	80,704	77,417



Cash outlook improved for Q4

- SB740 funds from 17-18 and 18-19 (first apportionment) arrived
- Receivable sale (\$200K) settled early March
- LOC (\$70K) settled in April
- Ending cash in Mar: \$176K

19-20 Budgeting

- January: Governor's Budget
- March: First drafts of EBIA budget
- April-May: EBIA LCAP process
- May: May Revise of the Governor's Budget, final draft of EBIA budget
- June: Approval of EBIA budget



2019-20 California State Budget Outlook

- 3.46% COLA for LCFF, Child Nutrition, Special Ed, Mandated Block Grant
- No changes to SB740 (no COLA)
- Special education: \$186 million one-time funding for LEAs with high percentages of students with disabilities and high unduplicated pupil percentage
- STRS relief: \$3 billion one-time funding to reduce long-term liabilities

19-20 Revenue key assumptions

- LCFF per pupil: \$9,106
- SPED fed per PY CBEDS enrollment: \$125
- SPED state per ADA: \$545
- ERMHS reimbursement (Levels 2 and 3): 80% of \$3300 x SEIS count, 80-100% of NPS expenses
- SB740: 75% of lease cost or \$1,117 per ADA
- State Lottery: \$204 per ADA
- Measure N: \$200 per 9-12 enrollment, probationary
- Fundraising: \$227K



Enrollment in progress: 6th-12th

Grade	Enrollment
6th	120
7th	120
8th	120
9th	75
10th	85
11th	67
12th	36



19-20 Expenses Highlights

- Staffing: following course offerings for 19-20, mostly same organizational structure as 18-19
 - Lower School Dean of Students
 - Facility/tech lead (ops)
- Facilities: leasing more space for upper program
- Tech: replacing 1 cohort at lower, 2 cohorts at upper
- Intersession program similar to 18-19
- TBD: SPED services, curriculum, contracts



19-20 Draft budget, next steps

- LCAP input and feedback
- May Revise (revenues)
- June approval and submission

		Current Forecast	Preliminary Budget
SUMMARY			
Revenue			
	LCFF Entitlement	4,650,282	5,387,797
	Federal Revenue	298,442	292,977
	Other State Revenues	991,242	814,017
	Local Revenues	210,674	154,903
	Fundraising and Grants	227,400	224,600
	Total Revenue	6,378,039	6,874,293
Expenses			
	Compensation and Benefits	4,222,203	4,911,235
	Books and Supplies	326,089	376,834
	Services and Other Operating Expenditures	1,749,043	1,787,809
	Depreciation	-	-
	Total Expenses	6,297,336	7,075,878
Operating Income		80,704	(201,584)



Cover Sheet

Facility Use Agreements

Section: V. Facility
Item: A. Facility Use Agreements
Purpose: Vote
Submitted by:
Related Material: GGA.EBIA Draft.pdf
Prop 39 Final Offer - EBIA (1) 2019.03.29.pdf

USE AGREEMENT

THIS USE AGREEMENT made this ____ day of July, 2018, 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 of 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, 2018, and terminate on the 31st day of July, 2018. **Either party may terminate this Agreement with ninety (90) days written notice to the other party. This provision will allow either party to shorten the term of this Agreement, but shall not be used to extend the length of the term of this Agreement..** No part of this provision is meant to alter the terms of this Agreement under Articles XIII and XIV 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.

Licensee may pay the Use Cost by check made payable to "Golden Gate Academy" or such other payee as Licensor may designate in writing.

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-seven Thousand Two Hundred Dollars (\$27,200.00)** 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 28,851 sq. ft.) shall be listed as follows:

- A. OPERATIONAL HOURS are Monday through Thursday, 7:00 a.m. - 6:00 p.m., Friday 7 a.m. - 5 p.m. 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 (15) 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 (15) 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 on evenings or Sunday events subject to Licensor's consent and at least thirty (15) 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

Licensee shall at their own expense obtain and maintain, for the Term of the Agreement, 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. 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 as an 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.** 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 paragraph 3, 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. Addresses for Notice Purposes

Notice provided in accordance with Agreement shall be delivered to the parties at the following addresses:

- A. If to Licensee: East Bay Innovation Academy
Attn: _____
3400 Malcolm Ave.
Oakland, CA 94605
- B. If to Licensor: Golden Gate Academy
Attn: _____
3800 Mountain Blvd
Oakland, CA 94619

XI. 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. In addition to the indemnification obligations of Licensee, the Licensor shall indemnify the Licensee 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 Licensor to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises that is attributable to Licensor or its agents' use of the Premises; (3) failure of Licensor 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 Licensor or its agents. Said indemnification is limited to injury or damage attributable to Licensor or its agents' use of the Premises. Licensor shall further indemnify, defend with counsel selected by Licensee, protect and hold harmless Licensee, its directors, officers, employees, agents, assigns and any successor or successors to Licensee'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 Licensor 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 Licensor 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 Licensee. 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 Licensee from any liability pursuant to such section.

XII. DISPUTE RESOLUTION

The parties agree that compliance with this paragraph 7 shall be required before either party may invoke the remedies for default set forth in the Agreement or paragraph 9 of this Addendum. The party initiating the dispute resolution process shall prepare and send to the other party a written notice of dispute including a statement of the facts of the dispute and the specific resolution sought by the party. Within fifteen (15) days of such written notice of dispute, an authorized employee representative from each party shall meet in an attempt to resolve the dispute through informal negotiations. Both parties agree to meet in-person through their designated employee representatives in a good-faith attempt to resolve the dispute. If such initial meeting between the parties does not resolve the dispute, each party shall designate a member of its respective Board to meet with the foregoing designated employee representatives in an attempt to resolve the dispute through an in-person meeting to be held within fifteen (15) days following the initial meeting. In the event that such informal negotiations do not resolve the dispute, the parties may select a neutral third-party mediator to resolve the dispute through a formal mediation process. If the parties mutually agree to resolve the dispute through a formal mediation process, such mediation shall occur within thirty (30) days of the meeting between the designated employee representatives and the representatives of the respective Boards, unless extended by mutual agreement of the parties. The parties shall share the cost of the mediator and participate in the mediation in good faith. An award of reasonable attorneys' fees shall be denied to any party which does not first request mediation and, if the parties mutually agree to mediation, participate in the mediation in accordance with this paragraph prior to the filing of such a lawsuit. This paragraph shall survive termination of the Agreement with respect to any dispute arising from a cause of action which accrued prior to such termination.

XIII. 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. the Premises by the Licensee.

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

XIV. REMEDIES ON DEFAULT

In the event of default by Licensee on any of the following, The exercise of any remedies for the default shall be subject to Article XII. 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 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;
- C. 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
- D. 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.
- E. Licensor shall not acquire access, title or possession of any personal property or equipment of Licensee except pursuant to a lawful court order or judgment rendered against Licensee in favor of Licensor. In the event that a default by Licensor remains unsecured after reasonable time for cure and subject to compliance of Article XII, Licensee shall have right to damages, specific performance, and injunctive relief, as well as the right to cure the default at the Licensor's expense.

XV. ACCESS TO PREMISES

The Licensor shall have unlimited access to the demised premises during the duration of this Agreement. The Licensor shall coordinate with Licensee when accessing the Premises in order to minimize disruption to Licensee's educational program; provided, however, that the Licensor shall not be required to coordinate with Licensee before accessing the Premises in the event of emergency or imminent threat to health or safety of the occupants of the Premises. 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.

XVI. 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.

XVII. 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.

XVIII. 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 June 13, 2017.
- 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 represents and warrants that he or she has the full authority to sign this Agreement and the authority to bind the Licensee to the terms of this Agreement.



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

OFFICE OF CHARTER SCHOOLS

March 29, 2019

Michelle Cho and Shelley Benning
East Bay Innovation Academy
3400 Malcolm Avenue
Oakland, CA 94605

Re: Oakland Unified School District
Middle School Final Offer of Facilities, 2019-20

Dear Michelle Cho and Shelley Benning:

Oakland Unified School District (“District”) makes this Final Offer of Facilities to **East Bay Innovation Academy** (“Charter School”) for the 2019-20 school year.

The District has considered the Charter School’s request for facilities under the criteria set forth in Proposition 39 and its implementing regulations. (Cal. Ed. Code § 47614; Cal. Admin. Code, title 5, §§ 11969.1, *et seq.*) This Final Offer complies with all of the requirements of Proposition 39 and Cal. Admin. Code, title 5, §11969.9(h).

A. Procedural History

The Charter School submitted a Request for Facilities under Proposition 39 pursuant to Cal. Admin. Code, title 5, § 11969.9(c) on or before November 1, 2018. The Charter School’s Request for Facilities was based upon a projected in-District Average Daily Attendance (“ADA”) of 598.05. The District issued written objections to projections under Cal. Admin. Code, title 5, § 11969.9(d) on November 30, 2018. In its Response to District Objections To ADA Projections letter, dated December 28, 2018, the Charter School accepted the District’s counterprojection of **520.46 (6-8: 312.52; 9-12: 207.94)**. The District’s November 30, 2018 letter, and the reasons stated therein, are incorporated into this Final Offer of Facilities.

B. 2019-20 Final Offer to the Charter School

Education Code § 47614 and its implementing regulations obligate the District to offer space sufficient to accommodate the Charter School’s in-District students. In a letter dated March 15, 2019, the Charter School and District agreed that the District would issue two separate Proposition 39 final offers of facilities: one for the Charter School’s middle school (grades 6-8) ADA and another for its high school (grades 9-12) ADA. Furthermore, the letter extended the deadline for issuing the high school final offer from April 1, 2019 to May 13, 2019, which will allow the Charter School time to determine whether it will be able to renew its lease for the private facility that its high school currently occupies. Therefore, the District’s allocation of space included in this letter is based solely

East Bay Innovation Academy
 March 29, 2019
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on the Charter School's projected 6th-8th grade in-District ADA of **312.52**.

The District's Final Offer to the Charter School includes space at the following school site:

Thurgood Marshall campus
3400 Malcolm Ave, Oakland, CA 94605

The Charter School's allocation of space is summarized in the tables below. The location of the exclusive use space offered to the Charter School in this Final Offer is depicted in the diagrams attached as **Exhibit A**. This Final Offer is based on the District's final ADA projections. Additionally, the methodology for determining space allocations has incorporated some of the feedback provided in charter schools' responses to Preliminary Offer letters.

Table 1: Exclusive Use Classroom Allocation Summary

School Site	Total Classrooms*	Specialized Classrooms	Total Classroom Space (sqft)
Thurgood Marshall	13	4	12,340

* Total Classrooms includes Specialized Classrooms.

Table 2: Exclusive Use Classroom Allocation

Count	School Site	Room # (per MKThink site plan, Exhibit B)	Sqft
1	Thurgood Marshall	A-1-36	840
2	Thurgood Marshall	A-1-38*	960
3	Thurgood Marshall	A-1-39	840
4	Thurgood Marshall	A-1-40	960
5	Thurgood Marshall	A-1-43	960
6	Thurgood Marshall	A-1-44	1140
7	Thurgood Marshall	A-1-45	960
8	Thurgood Marshall	A-1-46*	840
9	Thurgood Marshall	A-1-47*	960
10	Thurgood Marshall	A-1-48	840
11	Thurgood Marshall	A-1-49*	960
12	Thurgood Marshall	A-1-52	1120
13	Thurgood Marshall	A-1-53	960

* Specialized classroom

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 March 29, 2019
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Table 3: Non-Classroom Space (NCS) Allocation Summary

Site Name	Projected Charter ADA at Site	Charter School NCS Allocation at Site		
		Interior	Exterior	Total
Thurgood Marshall	312.52	15,088	384,357	399,445

C. Comparison Group Methodology

The Charter School’s facilities space entitlement is based on space provided to students at a set of District-operated comparison schools. Cal. Admin. Code, title 5, § 11969.3 governs the identification of the comparison group sites. Subsection (a)(1) states as follows:

Comparison Group:

The standard for determining whether facilities are sufficient to accommodate charter school students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending public schools of the school district providing facilities shall be a comparison group of district-operated schools with similar grade levels. If none of the district-operated schools has grade levels similar to the charter school, then a contiguous facility within the meaning of subdivision (d) of section 11969.2 shall be an existing facility that is most consistent with the needs of students in the grade levels served at the charter school. The district is not obligated to pay for the modification of an existing school site to accommodate the charter school's grade level configuration.

Cal. Admin. Code, title 5, § 11969.3(a)(2) governs the determination of the comparison group schools for districts whose students live in high school attendance areas:

The comparison group shall be the school district-operated schools with similar grade levels that serve students living in the high school attendance area, as defined in Education Code section 17070.15(b), in which the largest number of students of the charter school reside. The number of charter school students residing in a high school attendance area shall be determined using in-district classroom ADA projected for the fiscal year for which facilities are requested.

In a letter signed by the Charter School’s Chief Operating Officer (see attached letter signed March 15, 2019), the Charter School agreed that in exchange for a Final Offer for its middle school ADA consisting of continued exclusive use of the entire Thurgood Marshall campus, which it currently occupies, it would allow the District to forgo inclusion of comparison school analyses from its middle school Final Offer of facilities. Therefore, as this Final Offer complies with this condition, and the

East Bay Innovation Academy
 March 29, 2019
 Page 4 of 7

Charter School has waived the comparison group school analysis, the District has met its obligation with respect to the requirements of Cal. Admin. Code tit. 5, § 11969.3(a).

D. Reasonable Equivalence Provision

In order to meet Proposition 39 standards that proposed facilities are “reasonably equivalent,” the District typically compares the proposed facilities to District-operated schools constituting the comparison school group. However, as mentioned in the previous section, the Charter School agreed to forgo inclusion of comparison school analyses, including the evaluation of reasonable equivalence of facility condition and capacity, from its middle school Final Offer of facilities in exchange for a Final Offer for its middle school ADA consisting of continued exclusive use of the entire Thurgood Marshall campus. Therefore, as this Final Offer complies with this condition, and the Charter School has waived the comparison group school analysis, the District has met its obligation with respect to Cal. Admin. Code tit. 5, § 11969.3(b) and (c).

E. Response to the Charter School’s February 28, 2019 Letter

In compliance with Cal. Admin. Code, title 5, §11969.9(h), the District addresses the Charter School’s response to the District’s preliminary offer of facilities.

Charter School’s ADA Projections: The District is allocating space in accordance with the District’s counterprojections for the reasons set forth in its November 30, 2018 letter. These counterprojections were accepted by the Charter School in its Response to District Objections To ADA Projections letter dated December 28, 2018.

Site Location: The Charter School stated their preference would be either a single location that could hold all grades (6th-12th), such as the Frick or Westlake Middle campus, as well as access to the Marshall Campus (through a long-term lease) for rehabilitation and new construction, or Marshall Campus for grades 6-8 and an OUSD campus nearby for grades 9-12, such as Lakeview, Frick, Kings, Estates, Howard.”

Education Code 47614(b) states that “[t]he school district shall make reasonable efforts to provide the charter school with facilities near to where the charter school wishes to locate ...” The District made attempts to accommodate the location preference(s) identified by the Charter School in its request for facilities. The District’s findings with respect to the Charter School’s location preference are found in the January 23, 2019 resolution adopted by the OUSD Board and amended on March 20, 2019 ([Exhibit I](#)). Here, the District exercised its discretion in determining that none of the schools in the Charter School’s preferred locations had capacity to accommodate the Charter School’s entire projected ADA. The District’s determination is subject to deference. (See, e.g., *Westchester Secondary*

East Bay Innovation Academy

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Charter School v. Los Angeles Unified School District (2015) 237 Cal.App.4th 1226; *Sequoia Union High Sch. Dist. v. Aurora Charter High School* (2003) 112 Cal.App.4th 185, 194-5.) The District did not abuse its discretion by considering the cost to the District, or the impact upon District pupils, of granting the Charter School's location preference.

As agreed in the letter referenced previously, this Final Offer letter only relates to the Charter School's 6th-8th grades. The District has provided the Charter School a Final Offer for its middle school grades at its current location of the Thurgood Marshall campus, located at 3400 Malcolm Avenue, Oakland, CA 94605, which the Charter School listed as its preferred location.

Because the Charter School has consented to a waiver of the reasonable equivalence analysis for its 6th-8th grade offer, the District need not respond to the Charter School's other concerns with respect to the preliminary offer as stated in its February 28, 2019 letter.

F. Final Facilities Offer – Other Terms and Conditions

F1. Pro-Rata Share

The calculation of the Charter School's pro-rata share of facilities costs is attached as [Exhibit F](#)¹, and the Charter School's allocation, fees, and payment schedule is attached as **Exhibit G**. The pro-rata share calculation has been updated since the preliminary offer to remove restricted Prop 39 Clean Energy funds. The District notes that the Charter School's share of custodial costs may be subject to reconciliation in the event that the District is required to increase staffing as a result of the Charter School's use and occupation of the District's site. The District's calculation of the pro-rata share was affirmed by the Court in *California Charter Schools Association v. Oakland Unified School District*, Alameda Superior Court Case No. RG16806690.

F2. Overalllocation Fee

Cal. Admin. Code tit. 5, § 11969.8 provides for a penalty in the event that a school district overallocates facilities to a charter school based on the charter school's overprojection of Average Daily Attendance ("ADA") for a school year. Subsection (a) of that regulation provides as follows:

¹Exhibits C-E, included in final offer letters for other charter schools, were not necessary for this letter as the Charter School consented to the District excluding all comparison school analyses. Therefore, these exhibit letters have been omitted in this offer letter in order to maintain consistency in exhibit references across all final offer letters for the current Proposition 39 cycle.

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Space is considered to be over-allocated if (1) the charter school's actual in-district classroom ADA is less than the projected in-district classroom ADA upon which the facility allocation was based and (2) the difference is greater than or equal to a threshold ADA amount of 25 ADA or 10 percent of projected in-district classroom ADA, whichever is greater.

The penalty for overallocation is calculated as follows:

The per-pupil rate for over-allocated space shall be equal to the statewide average cost avoided per pupil set pursuant to Education Code section 42263 for 2005-06, adjusted annually thereafter by the CDE by the annual percentage change in the general-purpose entitlement to charter schools calculated pursuant to Education Code section 47633, rounded to the next highest dollar, and posted on the CDE Web site. The reimbursement amount owed by the charter school for over-allocated space shall be equal to (1) this rate times the difference between the charter school's actual in-district classroom ADA and the projected in-district classroom ADA upon which the facility allocation was based, less (2) this rate times one-half the threshold ADA.

Please be advised that, in the event that the District overallocates facilities based upon the charter School's overprojection of ADA, the District will exercise its rights under the Proposition 39 regulations to collect the overallocation fee from the Charter School.

F3. Response to Final Offer

Under tit. 5, § 11969.9(i) of the Cal. Code of Regs., "The charter school must notify the school district in writing whether or not it intends to occupy the offered space," no later than May 1, or 30 days after receipt of this Final Offer, whichever is later.

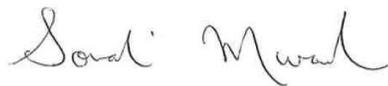
The Final Offer of Facilities may differ from the Preliminary Offer, based on any response received from the Charter School (by March 1) or other factors, including changes in the District's final enrollment projections. Should the Charter School accept the Final Offer of Facilities, the District will require it to enter into a Facilities Use Agreement (sample agreement linked as [Exhibit H](#)), containing the terms and conditions of the District's facilities allocation. Note that the District's sample Facilities Use Agreement has incorporated some of the feedback provided in charter schools' responses to Preliminary Offer letters. The District provides this proposed agreement without prejudice to its right to propose or modify terms during the process of negotiating the agreement.

If you have any questions, please do not hesitate to contact me.

East Bay Innovation Academy

March 29, 2019

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A handwritten signature in cursive script that reads "Sonali Murarka".

Sonali Murarka, Director
Office of Charter Schools



OFFICE OF CHARTER SCHOOLS

March 15, 2019

Michelle Cho
East Bay Innovation Academy
3400 Malcolm Ave
Oakland, CA 94605

Re: Oakland Unified School District
East Bay Innovation Academy
Proposition 39 Request for Facilities for 2019-20

Dear Ms. Michelle Cho:

This letter will confirm that East Bay Innovation Academy (EBIA) and the Oakland Unified School District (District) agree to the following:

- The District intends to issue EBIA two separate Proposition 39 final offers of facilities: one for its middle school (i.e. grades 6-8) ADA and another for its high school (i.e. grades 9-12) ADA.
- For its middle school ADA:
 - The District intends to issue to EBIA a Proposition 39 final offer of facilities for 2019-20 consisting of exclusive use of the Marshall Campus, which it currently occupies, by April 1, 2019 to cover its request for facilities for its entire in-district middle school ADA.
 - Should the District issue a final offer of facilities consisting of the space described above, the District will forgo inclusion of the comparison group analyses¹ in its middle school final offer of facilities. EBIA's acceptance of the intended 2019-20 middle school facility offer and EBIA's agreement that for 2019-20 the District does not need to provide the comparison group analyses in one version of its final offer as described here does not waive EBIA's right to seek reasonably equivalent space and full compliance with Prop. 39 in subsequent years.
 - Should the District not issue a final offer of facilities for EBIA's middle school ADA consisting of the abovementioned space for 2019-20, the District shall issue a Final Offer of reasonably equivalent facilities for EBIA's middle school ADA by April 1, 2019, in compliance with all Proposition 39 requirements.
- For its high school ADA, unless EBIA withdraws its Proposition 39 request for facilities prior to the deadlines below, EBIA and the District mutually agree to:
 - Extend the deadline for EBIA to receive a Proposition 39 final offer of facilities by six weeks, from April 1, 2019 to May 13, 2019.
 - Modify the deadline for EBIA to notify the District in writing regarding whether it intends to occupy the space offered for its high school ADA until either 30 days after it receives the high school ADA final offer of facilities or until May 28, 2019, whichever is earlier.

Sonali Murarka, Director
Office of Charter Schools

I agree to the above terms on behalf of East Bay Innovation Academy.

Date: March 15, 2019

Michelle Cho
East Bay Innovation Academy

¹ "Comparison group analyses" refers to the methodology for identifying comparison group schools and the evaluation of reasonable equivalence of facility condition and capacity, which were included in the preliminary offer of facilities as sections C & D (including subsections D1-D4), respectively

Proposition 39 Final Offer Exhibits

Exhibit A – Specific Space Offered to Charter School [see below]

[Exhibit B](#) – MKThink Data, Facilities Master Plan and Calculation of Non-Classroom Space Entitlement

[Exhibit C](#) – Jacobs Study, Facilities Condition Data and Classroom Inventory

[Exhibit D](#) – Form SAB 50-02

[Exhibit E](#) – Calculation of Specialized Classroom Space Entitlement

[Exhibit F](#) – Calculation of Pro Rata Share

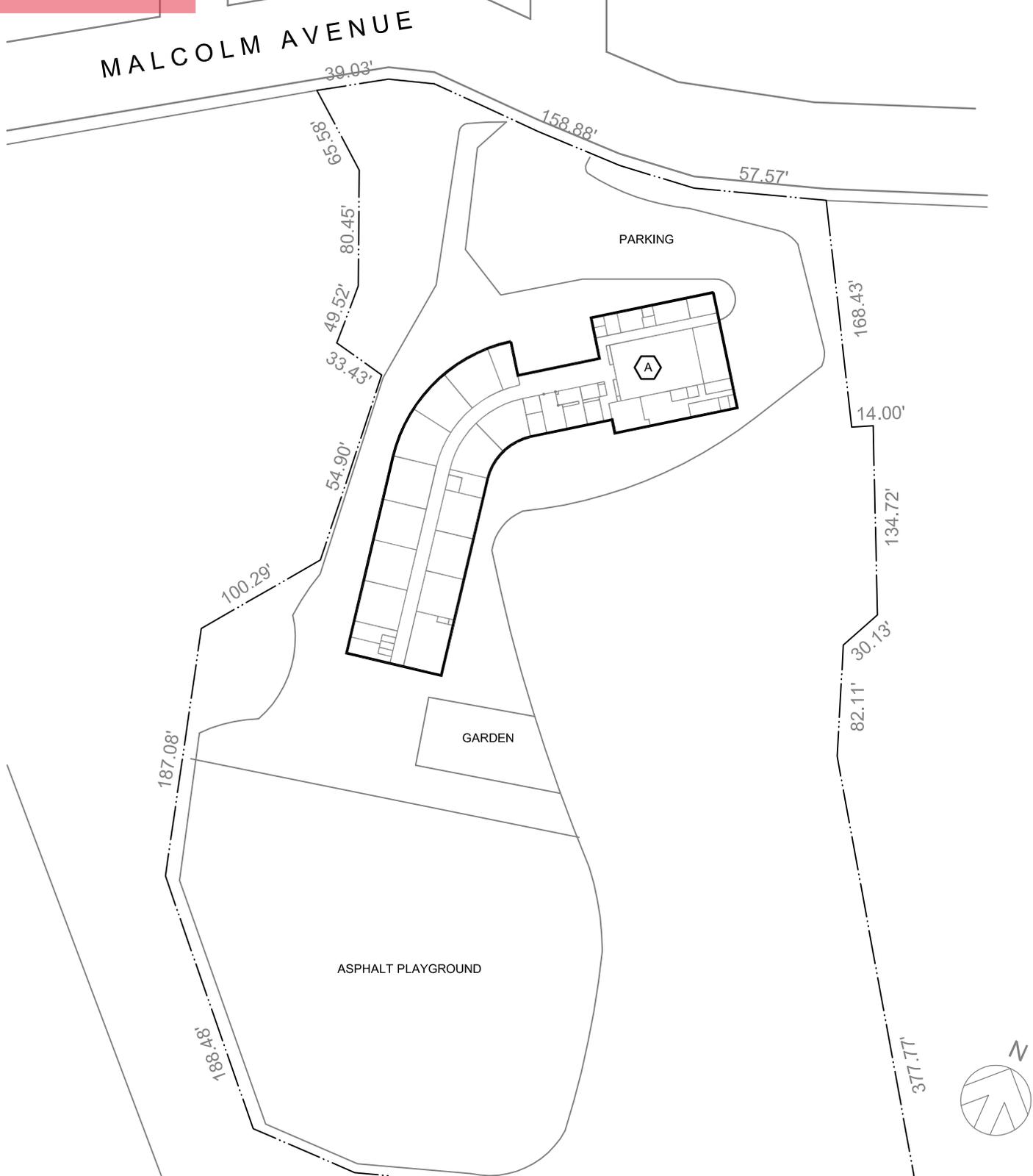
Exhibit G – Allocation, Fees, and Payment Schedule [see below]

[Exhibit H](#) – Sample Facilities Use Agreement

[Exhibit I](#) – Multi-Site Resolution (January 23, 2019) and Amended Resolution (March 20, 2019)

Exclusive Use by
Charter School

Exhibit A



SITE PLAN



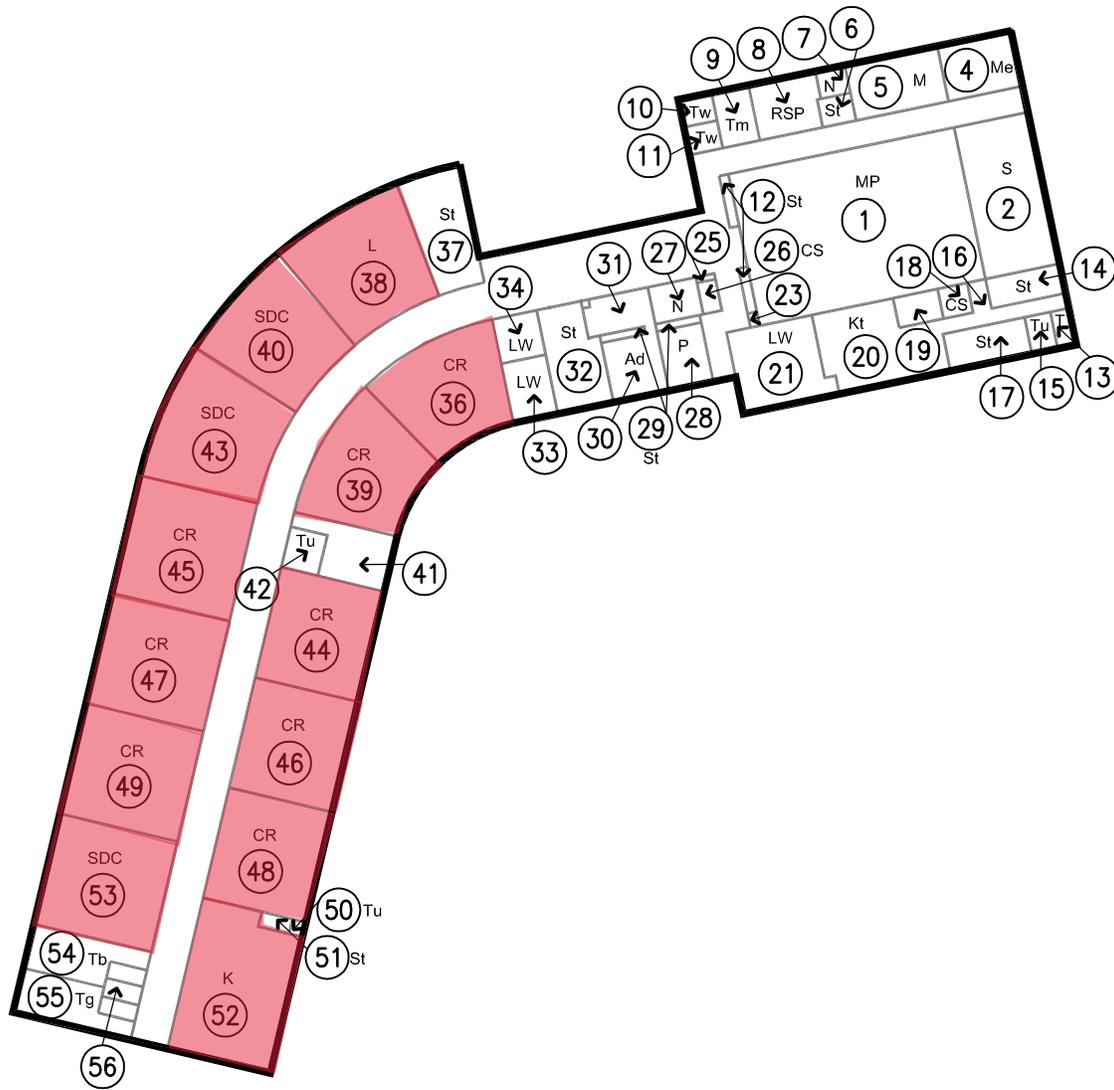
361 17TH STREET OAKLAND, CA 94612 510-452-3229

174 - THURGOOD MARSHALL ELEMENTARY SCHOOL
 3400 MALCOLM AVENUE, OAKLAND, CA 94605-5353



Date: 1/18/2013

Scale: 1"=100'-0"



BLDG A - 1ST FLOOR PLAN



BLDG A - 1ST FLOOR PLAN



174 - THURGOOD MARSHALL ELEMENTARY SCHOOL
 3400 MALCOLM AVENUE, OAKLAND, CA 94605-5353



Date: 1/18/2013

Scale: 1"=50'-0"

Exhibit G

Allocation, Fees, & Payment Schedule

Contract Term (Fiscal Year):	2019-20
Charter School Name:	East Bay Innovation Academy
Site Name:	Thurgood Marshall Campus
Address:	3400 Malcolm Ave, Oakland, CA
SPACE ALLOCATION	
Exclusive Use Space (sqft)	27,428
+ Proportion of Shared Space (sqft)	0
Total Space Allocation at Site (sqft)*	27,428
FACILITY USE FEE	
Total Space Allocation at Site (sqft)	27,428
x Facility Fee Sqft Rate	\$4.62
Facility Use Fee	\$126,717.36
UTILITIES FEE	
Projected Charter School ADA at Site**	586.90
÷ Projected Total Site ADA	586.90
Charter School Percent of Site Use	100.00%
PAYMENT SCHEDULE	
25% by October 1, 2019	
25% by December 1, 2019	
25% by April 1, 2020	
25% by July 1, 2020	

Note: All calculations subject to change.

*Includes only interior space.

**Includes total (in-district + out-of-district) projected ADA as reported in the schools' facilities request form.