



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday May 20, 2020 at 8:00 PM PDT

Location

3400 Malcolm Avenue, Oakland, CA 94605 AND VIA ZOOM for those who wish to attend remotely due to the coronavirus:

DUE TO SHELTER IN PLACE ORDER - this meeting will be held online using Zoom ONLY. Please join us!!!

Zoom:

Join Zoom Meeting

<https://zoom.us/j/98198876154?pwd=RIVTRkFIVHZ0NVk3VHpCeFZPODRvdz09>

Meeting ID: 981 9887 6154

Password: 951419

One tap mobile

+16699009128,,98198876154# US (San Jose)

+12532158782,,98198876154# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 981 9887 6154

Find your local number: <https://zoom.us/u/abZ8Npg8Bo>

Agenda

| | Purpose | Presenter | Time |
|---|-----------------|------------------|----------------|
| I. Opening Items | | | 8:00 PM |
| Opening Items | | | |
| A. Record Attendance and Guests | | Rochelle Benning | 1 m |
| B. Call the Meeting to Order | | Rochelle Benning | 1 m |
| C. Approve Minutes from the Last Board Meeting | Approve Minutes | Rochelle Benning | 1 m |
| D. Public Comment | | Rochelle Benning | 15 m |

Up to a maximum of 3 minutes comment time per speaker

II. Governance 8:18 PM

Governance

| | | | |
|--|------|------------------|-----|
| A. Consent Agenda | Vote | Rochelle Benning | 5 m |
| Consent Agenda Items | | | |
| - EBIA March and April 2020 Check and Credit Card Register | | | |
| - 2019-2020 audit communication | | | |
| - Wells Fargo promissory note | | | |

III. Academic Excellence 8:23 PM

Academic Excellence

| | | | |
|---|---------|--------------|------|
| A. Coronavirus Impacts and Response Update | Vote | Michelle Cho | 10 m |
| B. Academic Update | Discuss | Michelle Cho | 10 m |
| - EBIA Distance Learning Plan | | | |
| - Summer School | | | |
| - EBIA college bound | | | |
| C. 2020 - 2021 Staffing/Student Recruitment Status | Discuss | Michelle Cho | 5 m |
| D. LCAP Update | Discuss | Michelle Cho | 5 m |

IV. Finance and Development 8:53 PM

Finance

| | | | |
|---|---------|--------------|------|
| A. Finance Update - YTD April 2020 | Discuss | Michelle Cho | 15 m |
| - Actual v Forecast | | | |
| - Cash Update | | | |
| B. 2020-2021 Budget Update | Discuss | Michelle Cho | 10 m |
| C. Financing | Vote | Michelle Cho | 15 m |
| - WF promissory note | | | |
| - CAM LOC | | | |
| - CSC Receivable Sales | | | |
| D. 2019 -2020 EBIA Development Updates status update | Discuss | Michelle Cho | 5 m |

V. Facility 9:38 PM

Facility

| | | | |
|---|-----|--------------|-----|
| A. Facility Update | FYI | Michelle Cho | 5 m |
| Update on facilities | | | |
| - Prop 39 Update - In Lieu draft review | | | |
| - Prop 51 Update | | | |
| - GGA Update | | | |
| - HNU Update | | | |

VI. Other Business

9:43 PM

A. Key Activities and Events FYI Rochelle Benning 2 m
 Events coming:
 Virtual Learning: March 13 - May 29
 May 25: Memorial Day Holiday
 May 29: EBIA High School Graduation
 June 1 - 5: Credit Recovery
 June 5: 8th Grade Promotion

B. Confirm Board Meeting Dates through 2019 - 2020 Discuss Rochelle Benning 10 m
 Current board meetings through the end of the school year are scheduled follows - do we need to make any adjustments that we can incorporate into our schedule now?

Wed Jun 10th - 8PM

C. Public Comment FYI Rochelle Benning 10 m

VII. Closing Items

10:05 PM

A. Adjourn Meeting Vote Rochelle Benning 1 m

Cover Sheet

Consent Agenda

Section: II. Governance
Item: A. Consent Agenda
Purpose: Vote
Submitted by:
Related Material: EBIA - April 2020 CC Register.pdf
EBIA - April 2020 Check Register.pdf
EBIA - March 2020 Check Register.pdf
Governance Communication - Planning - Charter YB.docx

Credit Card Register



EBIA

April 2020

Grand Total 8,706.25

| Credit Card | Vendor | Statement Date | Description | Transaction Amount |
|-------------|---------------------------|----------------|--|--------------------|
| 9515-7175 | Amazon.com | 4/1/2020 | personnel folders, laminating pouches, correction tape | 44.67 |
| 9515-7175 | Zoom.US | 4/1/2020 | videoconferencing | 227.25 |
| 9515-7175 | Jumbula | 4/1/2020 | Monthly fee for afterschool online system | 40.00 |
| 9515-7175 | O.A.R.S. West, Inc | 4/1/2020 | Deposit for end of year rafting trip | 750.00 |
| 9515-2022 | 360*Web Security Sitelock | 4/1/2020 | Website services | 330.00 |
| 9515-2022 | Catsone.com | 4/1/2020 | Online recruiting software | 142.80 |
| 9515-2022 | Bluehost | 4/1/2020 | SSL certificate for website | 49.99 |
| 9515-2022 | Catsone.com | 4/1/2020 | Online recruiting software | 95.20 |
| 9515-7175 | ZENDESK | 4/1/2020 | Support apps | 36.00 |
| 9515-7175 | Dropbox | 4/1/2020 | Susan Webb subscription | 119.88 |
| 9515-7175 | Budget.com | 4/1/2020 | Car rental, Cho travel | 110.50 |
| 9515-7175 | Amazon.com | 4/1/2020 | Glue sticks | 22.23 |
| 9515-7175 | Amazon.com | 4/1/2020 | USB to HDMI adapter, 5 pack | 50.24 |
| 9515-7175 | Budget.com | 4/1/2020 | Car rental, Cho travel | 19.65 |
| 9515-7175 | ABM Parking | 4/1/2020 | Airport parking, Cho travel | 34.00 |
| 9515-7175 | Amazon.com | 4/1/2020 | Kleenex | 42.59 |
| 9515-7175 | Amazon.com | 4/1/2020 | Band-aids, ice packs, cardstock, sandwich bags | 162.83 |
| 9515-7175 | Amazon.com | 4/1/2020 | Gloves | 28.38 |
| 9515-7175 | Amazon.com | 4/1/2020 | Poster board | 22.40 |
| 9515-7175 | Amazon.com | 4/1/2020 | Kleenex | 69.91 |
| 9515-7175 | Southwest Airlines | 4/1/2020 | Air travel, Cho | 126.97 |
| 9515-7175 | Southwest Airlines | 4/1/2020 | Air travel, Cho | 194.97 |
| 9515-7175 | Amazon.com | 4/1/2020 | Projector bulbs, ELPLP78 4x | 185.53 |
| 9515-7175 | Amazon.com | 4/1/2020 | sharpies | 21.69 |
| 9515-7175 | Instacart | 4/1/2020 | Quest snacks | 144.01 |
| 9515-7175 | Amazon.com | 4/1/2020 | Cold packs | 30.49 |
| 9515-7175 | Amazon.com | 4/1/2020 | Paper rolls, construction paper | 56.70 |
| 9515-7175 | Amazon.com | 4/1/2020 | Paper rolls | 43.69 |
| 9515-7175 | Amazon.com | 4/1/2020 | Paper roll, bingo daubers | 43.41 |
| 9515-7175 | Instacart | 4/1/2020 | Quest snacks | 187.71 |
| 9515-7175 | Amazon.com | 4/1/2020 | paper roll | 26.74 |

| Credit Card | Vendor | Statement Date | Description | Transaction Amount |
|-------------|--------------------|----------------|--|--------------------|
| 9515-7175 | Amazon.com | 4/1/2020 | White t-shirts for intersession | 63.36 |
| 9515-7175 | Budget.com | 4/1/2020 | Car rental, Cho travel | 123.06 |
| 9515-7175 | Jumbula | 4/1/2020 | Monthly fee for afterschool online system | 40.00 |
| 9515-7175 | Flymarketkites.com | 4/1/2020 | Materials for Intersession kite class | 146.46 |
| 9515-7175 | Flymarketkites.com | 4/1/2020 | Materials for Intersession kite class | 183.31 |
| 9515-7175 | Amazon.com | 4/1/2020 | Clipboards, first aid kit, sharpies | 102.62 |
| 9515-7175 | Amazon.com | 4/1/2020 | Band aids, easel pad, napkin dispenser | 60.05 |
| 9515-7175 | Amazon.com | 4/1/2020 | Scissors, glue | 31.01 |
| 9515-7175 | FastSigns | 4/1/2020 | Intersession banners | 458.68 |
| 9515-7175 | Bus.com | 4/1/2020 | Intersession, college visit for 11th graders | 1,060.55 |
| 9515-7175 | Amazon.com | 4/1/2020 | Laminating pouches, tagboard | 61.16 |
| 9515-7175 | ABM Parking | 4/1/2020 | Airport parking, Cho travel | 50.00 |
| 9515-7175 | Amazon.com | 4/1/2020 | Glue sticks | 12.72 |
| 9515-7175 | Amazon.com | 4/1/2020 | clipboards | 12.01 |
| 9515-7175 | Amazon.com | 4/1/2020 | kite handles, strings | 81.80 |
| 9515-7175 | Southwest Airlines | 4/1/2020 | Air travel, Cho | 180.96 |
| 9515-7175 | Budget.com | 4/1/2020 | Car rental, Cho travel | 134.33 |
| 9515-7175 | Amazon.com | 4/1/2020 | cardstock, packing tape | 58.98 |
| 9515-7175 | Budget.com | 4/1/2020 | Car rental, Cho travel | 8.73 |
| 9515-7175 | Amazon.com | 4/1/2020 | Kleenex | 69.91 |
| 9515-7175 | Amazon.com | 4/1/2020 | band aids | 20.42 |
| 9515-7175 | Amazon.com | 4/1/2020 | Bleach wipes | 171.04 |
| 9515-7175 | ABM Parking | 4/1/2020 | Airport parking, Cho travel | 51.00 |
| 9515-7175 | Amazon.com | 4/1/2020 | Kleenex | 69.91 |
| 9515-7175 | Amazon.com | 4/1/2020 | AP test question book, pencils | 31.12 |
| 9515-7175 | Amazon.com | 4/1/2020 | Ethernet cable, USB to HDMI adapters, Gloves | 163.16 |
| 9515-7175 | Doordash | 4/1/2020 | Mountain Mike's pizza | 100.54 |
| 9515-7175 | Amazon.com | 4/1/2020 | Liquid hand soap | 6.42 |
| 9515-7175 | Amazon.com | 4/1/2020 | USB speaker phone | 58.00 |
| 9515-7175 | Amazon.com | 4/1/2020 | Gloves, gauze, colored paper, labels, cold packs | 160.72 |
| 9515-7175 | Amazon.com | 4/1/2020 | student birthday cupcakes | 20.77 |
| 9515-7175 | Amazon.com | 4/1/2020 | All gender bathroom sign | 12.56 |
| 9515-7175 | Amazon.com | 4/1/2020 | Bleach wipes | 63.32 |
| 9515-7175 | Instacart | 4/1/2020 | Quest snacks | 154.83 |
| 9515-7175 | Amazon.com | 4/1/2020 | student planner, 5x | 34.35 |
| 9515-7175 | Amazon.com | 4/1/2020 | pads | 12.32 |
| 9515-2022 | Dropbox | 4/24/2020 | File sharing service, David Hardin | 119.88 |

| Credit Card | Vendor | Statement Date | Description | Transaction Amount |
|----------------------------|-------------|----------------|---|--------------------|
| 9515-7175 | Zoom.US | 4/24/2020 | Videoconferencing, distance learning | 5.82 |
| 9515-7175 | Zoom.US | 4/24/2020 | Videoconferencing, distance learning | 303.85 |
| 9515-7175 | Jumbula | 4/24/2020 | Monthly fee for afterschool online system | 40.00 |
| Seeds Community Resolution | | | | |
| 9515-7175 | Center | 4/24/2020 | Restorative Justice training, G1 | 600.00 |
| 9515-7175 | Zoom.US | 4/24/2020 | Videoconferencing, distance learning | 4.05 |
| 9515-2022 | Catsone.com | 4/24/2020 | Online recruiting software | 95.20 |
| 9515-7175 | Zoom.US | 4/24/2020 | Videoconferencing, distance learning | 3.80 |
| 9515-7175 | Zoom.US | 4/24/2020 | Videoconferencing, distance learning | 3.04 |
| 9515-2022 | Dropbox | 4/24/2020 | | 0.00 |
| 9515-2022 | Catsone.com | 4/24/2020 | | 0.00 |

Check Register



EBIA

April 2020

Grand Total 229,489.05

| Vendor | Check Number | Void | Date | Description | Check Amount |
|--|--------------|------|-----------|---|--------------|
| Yovino-Young, Inc. (W9 needed) | 1326 | | 3/31/2020 | | 3,000.00 |
| COMMISSION ON TEACHER CREDENTIALING | 1327 | | 3/31/2020 | STSP Aries Jordan | 100.00 |
| Kenneth Griswa | 1329 | | 4/10/2020 | Winter Intersession 2020 | 1,300.00 |
| Alive & Free | 6504 | | 4/7/2020 | Bill #0001280--Reimbursement for camera cards as equipment for Intersession videography | 300.00 |
| AALRR Attorneys at Law | 6505 | | 4/7/2020 | Bill #590443--Legal services Feb 2020 | 2,443.68 |
| Ann Bassette | 6506 | | 4/7/2020 | Bill #1--Winter intersession 2020 --Video and photography production | 1,000.00 |
| CFI | 6507 | | 4/7/2020 | Bill #18793--Ink toner for US | 1,376.56 |
| CoPower | 6508 | | 4/7/2020 | Bill #18746--Ink toner for LS and US | 3,075.92 |
| EBMUD | 6509 | | 4/7/2020 | Bill #2003177--Dental plan April 2020 | 2,251.82 |
| EdTec | 6510 | | 4/7/2020 | Bill #200401--Water for 1/8/20-3/11/20 | 5,250.00 |
| Michelle Fitts | 6511 | | 4/7/2020 | Bill #18433--Monthly back office service March 2020 Bill #ExpReimb200303--Science Olympiad supplies Bill #ExpReimb200302--Science Olympiad supplies Cal Academy field trip | 787.90 |
| Golden Gate Academy | 6512 | | 4/7/2020 | Bill 3/23/2020--Monthly rent of Golden Gate Academy campus | 26,745.00 |
| Infinisource Benefit Services | 6513 | | 4/7/2020 | Bill #91137894--COBRA notices admin core services 4/1/20-3/31/21 | 515.00 |
| K12 Health | 6514 | | 4/7/2020 | Bill #11529--Vision/Hearing screening US and LS | 330.00 |
| La Cheim School, Inc | 6515 | | 4/7/2020 | Bill #ESJanuary2020--ES counseling January | 1,570.10 |
| Lina's Janitorial Services | 6516 | | 4/7/2020 | Bill #15--Janitorial services US and LS March 2020 | 6,000.00 |
| Megan Reed | 6517 | | 4/7/2020 | Bill #4--Grant Manager consultant services 2/3 -2/27 36 hours | 1,980.00 |
| Friends of Oakland Ace Kids Golf Program | 6518 | | 4/7/2020 | Bill #2--Winter Intersession-Ace Kids Golf and transportation | 1,500.00 |
| Office Depot | 6519 | | 4/7/2020 | Bill #453918347001--Paper for US Bill #447840885001--Copy paper | 229.36 |
| Paleteria El Plebe | 6520 | | 4/7/2020 | Bill #200319--360 ice creams for LS Intersession June 2019 | 596.00 |

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

| Vendor | Check Number | Void | Date | Description | Check Amount |
|------------------------------------|--------------|------|-----------|---|--------------|
| PG&E | 6521 | | 4/7/2020 | Bill #200318--Gas and electric for Marshall 2/11-3/11/20 | 4,109.91 |
| Revolution Foods, Inc. | 6522 | | 4/7/2020 | Bill #442735--Food service 2/3-2/28/20 | 5,493.10 |
| Swing Education | 6523 | | 4/7/2020 | Bill #INV00169254--US subs 2/15-2/21/20 | 2,350.00 |
| The Speech Pathology Group | 6524 | | 4/7/2020 | Bill #INV00169255--LS subs 2/15-2/21/20 | 679.00 |
| Waste Management Of Alameda County | 6525 | | 4/7/2020 | Bill #2731849-2216-2--Recycle dumpster March service | 163.04 |
| AT & T | 6526 | | 4/15/2020 | Bill #144785998--2/16-3/15/20 for 3800 Mountain Blvd | 668.93 |
| AT&T | 6527 | | 4/15/2020 | Bill #000014456817--Ban 2435 Internet 2/13-3/12/20 | 668.93 |
| CliftonLarsonAllen LLP | 6528 | | 4/15/2020 | Bill #2427038--Preparation of 2018 Fed and Ca forms 990 & 199 for year ended June 30 2019 | 1,365.00 |
| East Bay Speech Pathology, Inc. | 6529 | | 4/15/2020 | Bill #1221--February speech and pathology services | 8,694.00 |
| Kaiser Foundation Health Plan | 6530 | | 4/15/2020 | Bill #May2020--Medical insurance coverage May 2020 Bill #April2020--Medical insurance coverage April 2020 | 60,140.17 |
| La Cheim School, Inc | 6531 | | 4/15/2020 | Bill #EBIA-COVID19-SB-117--Tuition March 2020 ES (3/16-3/26/20) | 1,782.00 |
| Megan Reed | 6532 | | 4/15/2020 | Bill #5--Fund and grant development work 3/1/20-3/31/20 (40 hrs) | 2,200.00 |
| Ready Refresh | 6533 | | 4/15/2020 | Bill #00D0035832427--Malcolm water 3/7-4/6/20 delivery on 3/9 | 95.87 |
| Revolution Foods, Inc. | 6534 | | 4/15/2020 | Bill #444456--Food service March 2020 | 2,712.85 |
| RingCentral Inc. | 6535 | | 4/15/2020 | Bill #CD_000099432--2/29-3/28/20 phone service | 726.64 |
| STARLINE SUPPLY COMPANY | 6536 | | 4/15/2020 | Bill #96311--Hand sanitizer bleach wipes bin liners | 483.65 |
| Swing Education | 6537 | | 4/15/2020 | Bill #INV00173081--Sub coverage US 2/29-3/6/20 | 1,625.00 |
| Vision Service Plan - (CA) | 6538 | | 4/15/2020 | Bill #INV00173082--Sub coverage LS 2/29-3/6/20 | 495.67 |
| Alameda County Office of Education | 6539 | | 4/24/2020 | Bill #INV2000437--3rd quarter STRS processing fee FY 19-20 | 354.00 |
| BambooHR | 6540 | | 4/24/2020 | Bill #INV00593106--HR Systems 4/16-5/15/20 | 339.50 |
| Berkeley Rep School of Theatre | 6541 | | 4/24/2020 | Bill #1970367--Addam's Family Musical after school director support Jan - Mar 2020 Bill #1970369--Intersession classes: Improv Acting College+Career Readiness Addams Family | 5,727.50 |

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| Vendor | Check Number | Void | Date | Description | Check Amount |
|--|--------------|------|-----------|---|--------------|
| Cooking Round the World | 6542 | | 4/24/2020 | Bill #INV1796--Winter Intersession LS Feb 2020 | 1,300.00 |
| CoPower | 6543 | | 4/24/2020 | Bill #2009817--Dental Plan May 2020 | 2,866.22 |
| Golden Gate Academy | 6544 | | 4/24/2020 | Bill 4/23/2020--Monthly rent of Golden Gate Academy campus | 26,745.00 |
| Holy Names University | 6545 | | 4/24/2020 | Bill #040120--Fourth installment of HNU lab use fee for 19-20 | 3,750.00 |
| La Cheim School, Inc | 6546 | | 4/24/2020 | Bill #ESMarch2020--Counseling guidance Bill #14744--ES Tuition and Transportation in March 2020 | 2,493.40 |
| Law Offices of Young, Minney & Corr, LLP | 6547 | | 4/24/2020 | Bill #64552--Legal services month of March | 1,796.50 |
| Mountain Valley Child & Family Services | 6548 | | 4/24/2020 | Bill #IN000031386--Residential month and School days (16) March 2020 JW | 16,663.20 |
| PG&E | 6549 | | 4/24/2020 | Bill #041720--Gas and electric for Marshall 3/12 - 4/12/20 | 2,089.80 |
| RingCentral Inc. | 6550 | | 4/24/2020 | Bill #107556--3/29-4/28/20 charges for phone service | 726.64 |
| Sandy Park | 6551 | | 4/24/2020 | Bill #5--WASC support 2 of 4 | 5,000.00 |
| SchoolMint, Inc | 6552 | | 4/24/2020 | Bill #INV-2914--Enrollment services 3/4/20-10/4/20 -- Application Lottery Re-enrollment Registration | 1,837.50 |
| Swing Education | 6553 | | 4/24/2020 | Bill #INV00171144--Sub coverage US 2/22-2/28/20 Bill #INV00175075--Sub coverage LS 3/7-3/13/20 Bill #INV00175074--Sub coverage US 3/7-3/13/20 | 1,600.00 |
| Waste Management | 6554 | | 4/24/2020 | Bill #295815222167--Dumpster and Organics bin at Marshall April 2020 | 1,394.69 |

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Payroll checks are not included on this register.

Check Register



EBIA
March 2020

Grand Total 85,642.47

| Vendor | Check Number | Void | Date | Description | Check Amount |
|---|--------------|------|-----------|--|--------------|
| AT & T | 6474 | | 3/19/2020 | Bill #14339562--Internet 3800 Mountain | 668.93 |
| AT&T | 6475 | | 3/19/2020 | Bill #14329493--3400 Malcolm internet | 668.93 |
| AALRR Attorneys at Law | 6476 | | 3/19/2020 | Bill #588070--January SpEd legal | 435.18 |
| Beehively | 6477 | | 3/19/2020 | Bill #2020-018--Web services Apr-June 2020 | 720.00 |
| California Academy of Sciences | 6478 | | 3/19/2020 | Bill #321318--1 Science Action Club and 2 refill kits for Winter Intersession Winter 2020 | 650.00 |
| California Charter Schools Association | 6479 | | 3/19/2020 | Bill #Membership2020--Charter School membership 1/1/20-12/31/20 | 4,200.00 |
| East Bay Speech Pathology, Inc. | 6480 | | 3/19/2020 | Bill #1202--Speech and Language Pathology services | 12,474.00 |
| EdTec | 6481 | | 3/19/2020 | Bill #18230--Monthly back office service February 2020 | 5,250.00 |
| Caley Vickerman | 6482 | | 3/19/2020 | Bill #1--Winter Intersession 'Go Fly A Kite' LS 8th graders | 1,000.00 |
| High Resolves America | 6483 | | 3/19/2020 | Bill #INV-0047--Teacher support services Bill#INV0046--Teacher PD- Teaching Resource Pack Training | 2,500.00 |
| La Cheim School, Inc | 6484 | | 3/19/2020 | Bill #14724--Tuition and Transportation ES February 2020 | 4,054.00 |
| Mountain Valley Child & Family Services | 6485 | | 3/19/2020 | Bill #IN000031107--School and residential Jan 1-31 2020 JW | 17,054.60 |
| Office Depot | 6486 | | 3/19/2020 | Bill #442209370001--lanyard badges Bill#445845419001--Post it notes note pads envelopes sanitizer stamps Bill#437924576001--Paper disinfecting wipes Bill#439623676001--Paper | 658.76 |
| PG&E | 6487 | | 3/19/2020 | Bill #02182020--Gas and electric for Marshall 1/10-2/10/20 | 4,663.20 |
| Play-Well TEKnologies | 6488 | | 3/19/2020 | Bill #DB19637--Winter Intersession 2020 STEM challenge with Lego LS grade 7 | 1,160.00 |
| Revolution Foods, Inc. | 6489 | | 3/19/2020 | Bill #442149--Food service for January 2020 | 5,900.87 |

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| Vendor | Check Number | Void | Date | Description | Check Amount |
|--|--------------|------|-----------|--|--------------|
| Rob Skate Academy | 6490 | | 3/19/2020 | Bill #3197--3 Winter Intersession programs 6th 8th 9th/10th. Plus shuttle costs | 3,600.00 |
| STARLINE SUPPLY COMPANY | 6491 | | 3/19/2020 | Bill #94306--Trash bin liners Bill#94599--Paper towels cleaning solutions paper towels TP microfiber cloths | 1,537.24 |
| Swing Education | 6492 | | 3/19/2020 | Bill #INV00163407--Sub coverage US 1/25-1/31 Bill#INV00167367--LS subs 2/8-2/14/20 Bill#INV00163407--Sub coverage LS 1/25-1/31 Bill#INV00165479--Sub coverage LS 2/1-2/7 Bill#INV00167366--US subs 2/8-2/14/20 | 6,062.50 |
| The Speech Pathology Group | 6493 | | 3/19/2020 | Bill #INV015644--Anne Swart OT 6 hours | 582.00 |
| BambooHR | 6494 | | 3/24/2020 | Bill #INV00574875--HR systems online 3/16-4/15/20 | 339.50 |
| GET EMPOWERED | 6495 | | 3/24/2020 | Bill #EBIA-225--Reimbursement for Winter Intersession supplies: Instruments Mixed Media Arts Mindfulness Supplies Bill#GE-EBIA0220--High School Winter Intersession 2020 | 1,300.00 |
| Kenneth Griswa | 6496 | | 3/24/2020 | Bill #Invoice200229--Winter Intersession Stage Design | 1,300.00 |
| Kenneth Griswa | 6497 | | 3/24/2020 | Bill #ExpReimb200229--Additional materials for Winter Intersession 2020 stage design project | 161.00 |
| HipHopForChange, Inc | 6498 | | 3/24/2020 | Bill #1000050--HipHop for Change Winter Intersession 2020 | 1,000.00 |
| Law Offices of Young, Minney & Corr, LLP | 6499 | | 3/24/2020 | Bill #64069--Legal service through 2/29/20 | 5,699.05 |
| Ready Refresh | 6500 | | 3/24/2020 | Bill #00C0035832427--Water for Malcolm Ave 2/7-3/6/20 | 40.92 |
| Ready Refresh | 6501 | | 3/24/2020 | Bill #00C0035832435--Mountain water 2/23-3/5 | 147.78 |
| Vision Service Plan - (CA) | 6502 | | 3/24/2020 | Bill #March2020--March 2020 vision coverage | 419.32 |
| Waste Management | 6503 | | 3/24/2020 | Bill #2863253-2216-7--Malcolm Ave dumpster and organic bin | 1,394.69 |

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CliftonLarsonAllen LLP
 2210 East Route 66
 Glendora, CA 91740
 626.857.7300 | fax 626.857.7302
 CLAconnect.com

To the Board and Management of
 East Bay Innovation Academy

We are engaged to audit the financial statements of East Bay Innovation Academy as of and for the year ended June 30, 2020. Professional standards require that we communicate to you the following information related to our audit. We ask that if you have any questions or need clarification you email either Wade.McMullen@claconnect.com, Derrick.Debruyne@claconnect.com or Lili.Huang@claconnect.com, since a two-way dialogue can provide valuable information for the audit process.

Timelines and Deadlines

Audit reports must be filed with the CDE, the State Controller's Office (SCO), the local County Superintendent of Schools, and, if applicable, the chartering entity, by **December 15th** of each year.

We request that basic financial information (**trial balance and general ledger as of June 30, 2020 and general ledger for the next fiscal year**) be transmitted to us no later than **October 1st**.

In order to file the report on or before the December 15 state deadline, **all audit information requests made prior to October 25th should be received no later than October 31st**. This will allow us the time needed to complete the audit and submit our working-papers to our national assurance quality control team.

If a *significant amount* of the audit information requests are not received by the specified date, we will send a letter to Board and Management specifying the extent of outstanding information and possibly recommend notifying East Bay Innovation Academy's authorizer that an audit report filing extension to **January 15th** is needed. The decision to apply for this extension is solely the responsibility of East Bay Innovation Academy's Board and Management.

Our responsibility under Auditing Standards Generally Accepted in the United States of America

Our responsibilities, as described by professional standards, are as follows:

- Forming and expressing an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.
- Considering, as part of planning and performing our audit, the entity's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting.
- Planning and performing the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements as a whole are free from material misstatement.
- Performing, as part of obtaining reasonable assurance about whether the entity's financial statements are free of material misstatement, tests of the entity's compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit.

- Communicating significant matters related to the financial statement audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.
- Communicating matters required by law, regulation, agreement, or other requirements.
- Communicating any matters relevant to compliance with the *California State K-12 Audit Guide*.

Our audit of the financial statements does not relieve you or management of your responsibilities.

We gave significant consideration to assisting management with the preparation of the financial statements to be provided, which may reasonably be thought to bear on independence, in reaching the conclusion that independence has not been impaired.

Our responsibility for other supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the information to determine whether the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document. Our responsibility for other information in documents containing the entity's financial statements and our auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in such documents. We are required by professional standards to read the other information in order to identify material inconsistencies between the audited financial statements and the other information because the credibility of the audited financial statements and our report may be undermined by material inconsistencies between the audited financial statements and other information.

Planned scope and timing of the audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit of the financial statements will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit.

However, some matters may be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Our responsibility under Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

If we determine that East Bay Innovation Academy has expended more than \$750,000 in federal funds during the course of the year being audited, the additional following responsibilities apply:

Our responsibilities, as described by professional standards, are as follows:

- Considering internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- Examining, in accordance with the Uniform Guidance on a test basis, evidence about the entity's compliance with the types of compliance requirements described in the "U.S. Office of Management and Budget (OMB) Compliance Supplement" applicable to each of its major federal programs for the purpose of expressing an opinion on the entity's compliance with those requirements. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the entity's compliance with those requirements.

Our responsibility for the schedule of expenditures of federal awards (SEFA) accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the SEFA in relation to the financial statements as a whole and to report on whether the SEFA is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the SEFA to determine whether the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We expect to begin our audit in the Spring and issue our report no later than December 15th.

Other planning matters

Recognizing the importance of two-way communication, we encourage you to provide us with information you consider relevant to the audit. This may include, but is not limited to, the following items:

- Your views about the following matters:
 - The appropriate person(s) in the entity's governance structure with whom we should communicate.
 - The allocation of responsibilities between those charged with governance and management.

- The entity's objectives and strategies and the related business risks that may result in material misstatements.
- Matters you believe warrant particular attention during the audit and any areas for which you request additional procedures to be undertaken.
- Significant communications with regulators.
- Other matters you believe are relevant to the audit of the financial statements.
- The attitudes, awareness, and actions of those charged with governance concerning (a) the entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control, and (b) the detection or the possibility of fraud.
- The actions of those charged with governance in response to developments in law, accounting standards, corporate governance practices, and other related matters.
- The actions of those charged with governance in response to previous communications with the auditor.
- Your understanding of the risks of fraud and the controls in place to prevent and detect fraud, including your views on the following matters:
 - The “tone at the top” conveyed by management.
 - The risk that the entity’s financial statements or schedule of expenditures of federal awards might be materially misstated due to fraud.
 - Programs and controls that the entity has established to mitigate identified fraud risks or that otherwise help to prevent, deter, and detect fraud.
 - How and how often you review the entity’s policies on fraud prevention and detection.
 - If a fraud hotline is in place, how it is monitored and how you are notified of allegations or concerns.
 - How you exercise oversight of management’s processes for identifying and responding to the risks of fraud and the programs and controls management has established to mitigate those risks.
 - The risks of fraud at the entity, including any specific fraud risks the entity has identified or account balances, classes of transactions, or disclosures for which a risk of fraud may be likely to exist.
 - Examples of fraud-related discussions management has had with you.
 - Any actual or suspected fraud affecting the entity or its federal award programs that you are aware of, including measures taken to address the fraud.

- Any allegations of fraud (e.g., received in communications from employees, former employees, analysts, regulators, grantors, or others) that you are aware of.
- Any knowledge of possible or actual policy violations or abuses of broad programs and controls occurring during the period being audited or the subsequent period.
- Any accounting policies or procedures applied to smooth earnings, meet debt covenants, minimize taxes, or achieve budget, bonus, or other financial targets that you are aware of; and whether you are aware of any accounting policies that you consider aggressive.
- How you oversee the entity's (1) compliance with laws, regulations, and provisions of contracts and grant agreements (2) policies relative to the prevention of noncompliance and illegal acts, and (3) use of directives (for example, a code of ethics) and periodic representations obtained from management-level employees about compliance with laws, regulations, and provisions of contracts and grant agreements.
- Whether you are aware of any noncompliance with laws, regulations, contracts, and grant agreements, including measures taken to address the noncompliance.
- If the entity uses a service organization, your knowledge of any fraud, noncompliance, or uncorrected misstatements affecting the entity's financial statements or federal award programs reported by the service organization or otherwise known to you.

* * *

This communication is intended solely for the information and use of the Board of Directors and management of East Bay Innovation Academy and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

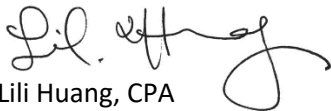
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Cover Sheet

Coronavirus Impacts and Response Update

Section: III. Academic Excellence
Item: A. Coronavirus Impacts and Response Update
Purpose: Vote
Submitted by:
Related Material: EBIA COVID-19 feedback 2020.05.pdf
EBIA Virtual Learning ADA.pdf

SY 20-21 Planning Feedback May 2020



Agenda

- Returning Families (155/614)
- New Families (28/195)
- Staff (24/51)

Returning Families

- Schedule effectiveness (1 lowest to 5 highest): 83% rated 4 or 5
- Quality of instruction (1 lowest to 5 highest): 75% rated 4 or 5
- Level of connection and communication (1 lowest to 5 highest): 56% rated 3
- Independence (1 lowest to 5 highest): 78% rated 4 or 5
- Adaptability (1 lowest to 5 highest): 80% rated 4 or 5
- Comfort with return to campus in absence of vaccine or cure (1 uncomfortable to 5 comfortable): 46% rated 1 or 2
- Preferred modality: 75% combination of in-person and virtual, 16% virtual only, 9% in-person only
- Concern re amount of screentime, implementation of PBL, socialization

New Families

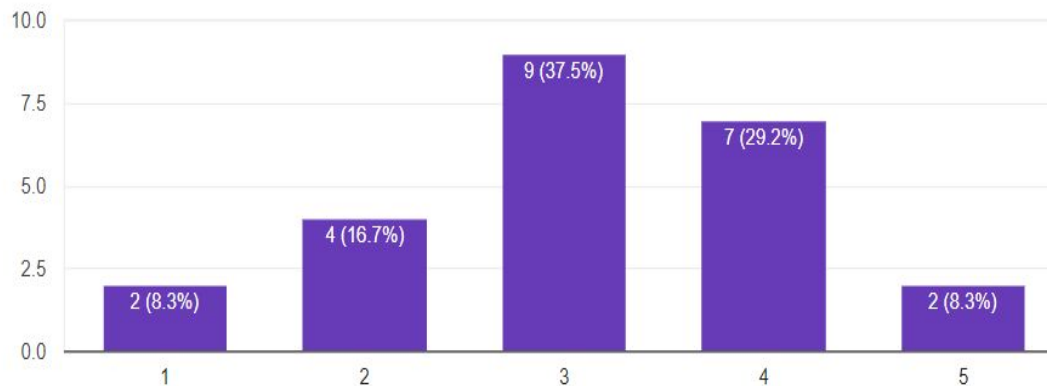
- A range of distance learning experiences with mixed results
- Transition with challenges
- Preference for hybrid or in-person
- Slightly higher level of comfort with returning to campus, on average
- Concerns re community integration and relationship building in virtual setting

Staff

- Concerns: inability to assess understanding, maintaining engagement and rigor, tech support, too much screen time, limits to collaboration, not effective way to learn for younger students, health and safety on campus
- Unexpected positives: more one-on-one time/small groups resulting from schedule changes, increased concern for each other.

Virtual School: How would you rate your virtual teaching experience?

24 responses



| EBIA Virtual School ADA and ADA%* | | | | | | | |
|-----------------------------------|----------------|----------------|---------------|----------------|----------------|---------------|---------------|
| Grade | 3/16-3/20 ADA | 3/23-3/27 ADA | 4/6-4/10 ADA | 4/13-4/17 ADA | 4/20-4/24 ADA | 4/27-5/1 ADA | 5/4-5/8 ADA |
| 6 | 127.2 | 126.4 | 129.2 | 125.6 | 123.2 | 125.6 | 124 |
| 7 | 115.6 | 116.2 | 119 | 116 | 111.6 | 114 | 111 |
| 8 | 107.2 | 109.6 | 110 | 106.4 | 100 | 102.8 | 100 |
| 6-8 | 350 | 352.2 | 358.2 | 348 | 350.25 | 342.4 | 335 |
| 9 | 72.6 | 69.4 | 67.6 | 70.2 | 66.4 | 66.6 | 64.4 |
| 10 | 74 | 72.8 | 66.6 | 63.4 | 65.6 | 67 | 64.8 |
| 11 | 58.8 | 58.2 | 57.6 | 57 | 57.6 | 58.2 | 57 |
| 12 | 29.6 | 29.2 | 28.2 | 27.8 | 27.4 | 31.2 | 29.2 |
| 9-12 | 235 | 229.6 | 220 | 218.4 | 217 | 223 | 215.4 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Grade | 3/16-3/20 ADA% | 3/23-3/27 ADA% | 4/6-4/10 ADA% | 4/13-4/17 ADA% | 4/20-4/24 ADA% | 4/27-5/1 ADA% | 5/4-5/8 ADA% |
| 6 | 97.09% | 96.48% | 98.62% | 95.87% | 94.77% | 96.62% | 95.39% |
| 7 | 97.14% | 97.64% | 100.00% | 97.47% | 93.78% | 95.80% | 93.28% |
| 8 | 93.21% | 95.30% | 95.65% | 92.52% | 91.98% | 89.39% | 86.96% |
| 6-8 | 95.89% | 96.49% | 98.14% | 95.30% | 95.95% | 94.07% | 92.03% |
| 9 | 93.07% | 88.97% | 88.66% | 90.00% | 85.13% | 85.39% | 82.56% |
| 10 | 96.10% | 94.54% | 88.56% | 84.30% | 87.23% | 89.10% | 86.17% |
| 11 | 99.32% | 98.30% | 96.97% | 95.96% | 96.97% | 97.98% | 95.96% |
| 12 | 96.10% | 94.80% | 87.57% | 86.30% | 85.09% | 91.10% | 90.68% |
| 9-12 | 95.91% | 93.71% | 89.86% | 89.21% | 88.64% | 91.10% | 87.99% |
| | | | | | | | |
| | | | | | | | |

* Preliminary data collected through Zoom log reports or other methods.

Cover Sheet

Academic Update

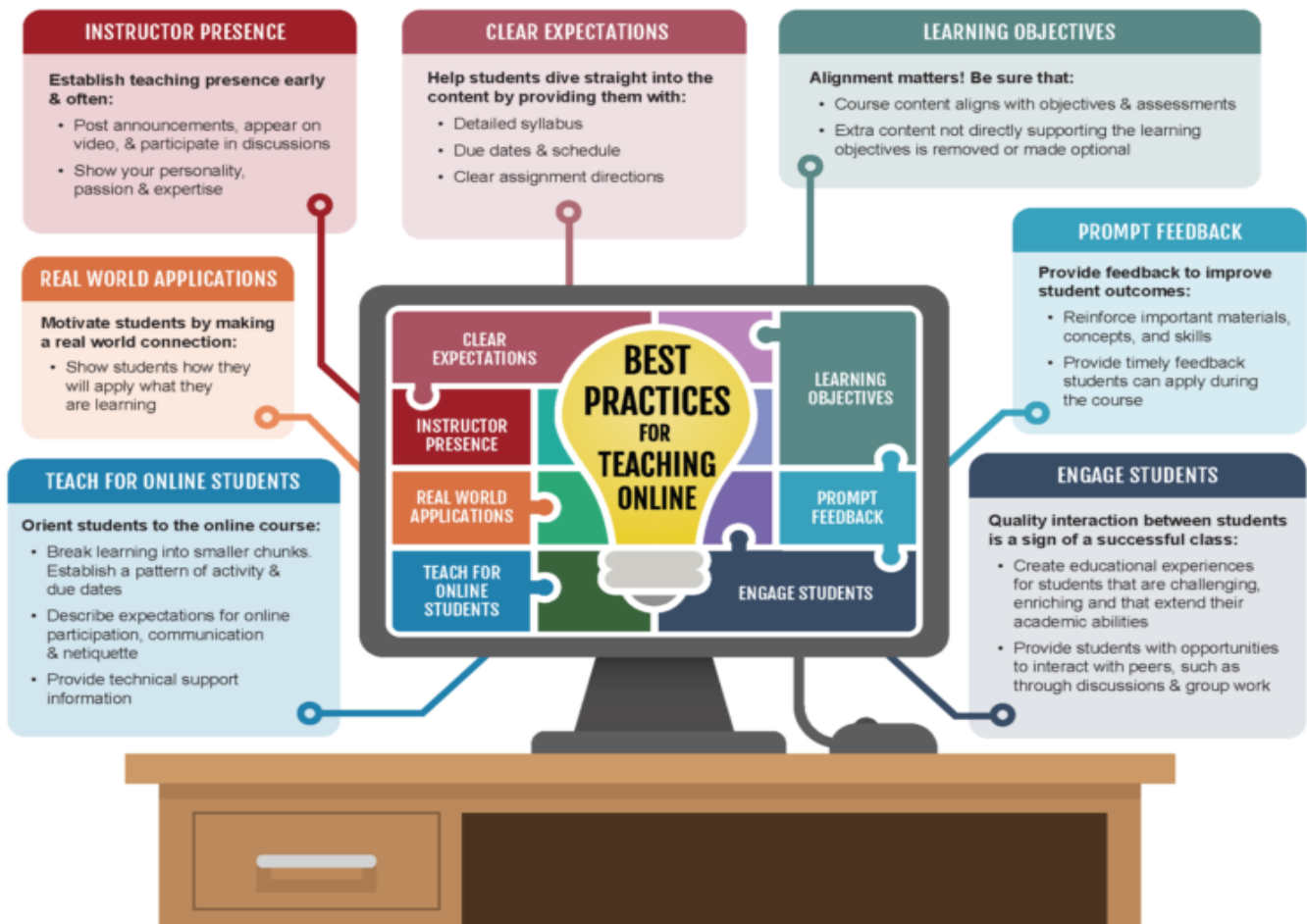
Section: III. Academic Excellence
Item: B. Academic Update
Purpose: Discuss
Submitted by:
Related Material: EBIA Distance Learning Plan 2020.pdf

EBIA Distance Learning Plan 2020

Overview

In response to the Coronavirus pandemic, EBIA paused classroom based instruction and transitioned to distance learning on March 13, 2020. Per local and state guidelines, EBIA plans to continue with distance learning at least for the remainder of the 2019-20 school year and beyond, as needed, and commits to adopting policy and practice that are student and family centered during this time of unprecedented need.

EBIA’s Distance Learning Plan is a special extension of EBIA’s core work, focusing on our mission to prepare a diverse group of students to be successful in college and to be thoughtful, engaged citizens who are leaders and innovators in a 21st century global world. By design, the EBIA learning model, as well as the EBIA distance learning model, highlight many of the proven online teaching practices summarized below.¹ It is a response that reflects our commitment to serve our diverse-by-design community with access, care and equity in mind, and our propensity to collaboratively seek innovative solutions. At EBIA, educators, students and families draw strength, hope, and courage from each other during this challenging time as we continue teaching and learning from a distance.



¹ <https://teachonline.asu.edu/2018/09/best-practices-for-teaching-online/>

Technological Resources

As a STEAM-based school centered on innovations and technology, EBIA's teaching learning has always relied on technological systems, resources, and pedagogy. This foundation was key to EBIA's transition to distance learning, as it enabled us to transition to "teacher interaction and assistance through an online learning platform" on the continuum of distance learning options articulated by the CDE.²

Devices

EBIA's fleet of Chromebooks, typically organized by classrooms, have been loaned out to students who do not have access to a dedicated device at home. More than 100 Chromebooks have been assigned to students since EBIA transitioned to distance learning.

Connectivity

Most of our families have internet connectivity at home, and for a few who do not, we are providing assistance to connect with community resources and/or to loan hotspot devices along with Chromebooks. A list of local resources for families needing support with connectivity has been compiled [here](#).

LMS - ECHO

Every class in every grade will continue to utilize the current Learning Management System, ECHO. Assignments, announcements, resources, instructions, grades, and feedback will continue to be available for students to access. EBIA's common rubric is embedded in ECHO.

Communication

In addition to email, every teacher will host a virtual classroom (see schedule below) using a HIPAA-compliant Zoom account to connect with students and facilitate instruction. Additional security controls have been implemented to ensure the safety and well-being of the class environment. Class log-on information and schedule are maintained in Echo for each class.

Curriculum Resources

Core

EBIA will continue to use standards-aligned, teacher-designed curriculum curated in ECHO (our online learning-management-system), along with core curriculum (i.e., College Prep Math), humanities texts (utilizing hard-copy social distancing pick-up, PDFs and audiobooks), virtual guest speakers, and other tools (simulations, games, virtual tours) to provide meaningful and relevant instruction adapted for online format.

Supplemental

Blended, individualized learning is a pillar of EBIA's learning and will continue to play a main role in distance learning. These resources will also be used for students who want to challenge themselves and for skills remediation for students who want to review and master content already covered.

- ALEKS
- Khan Academy
- Achieve 3000
- Newsela
- Zearn (Engage NY)
- APEX

² <https://www.cde.ca.gov/ls/he/hn/distancelearning.asp>, Figure 1.

Instruction

In recognition of the fundamental change to the learning environment, the extraordinary impact of the pandemic on student and family well-being, and opportunities and limitations inherent in online learning, EBIA developed the following virtual daily schedules for Upper and Lower Schools. We continue to provide all core, elective, and fitness instruction with adaptations as needed for the virtual setting.

Upper School

| Upper School Virtual Schedule (Mon, Tue, Thu) | | | | | | |
|---|-------------|---------------------------------------|-------------|---------------|-----------------|---------------|
| Start Time | End Time | Class A | Class B | Class C | Class D | Class E |
| 8:30:00 AM | 9:00:00 AM | AP Studio Art | Span 3 | Fitness | | |
| 9:05:00 AM | 9:35:00 AM | AP CS | CS2 | | ILT Support | ILT Support |
| 9:40:00 AM | 10:10:00 AM | ELA 9 | Span 2 | | | |
| 10:15:00 AM | 10:45:00 AM | Alg 1 | Geo | AP Calc | USHist Support | |
| 10:50:00 AM | 11:20:00 AM | Stats | Alg 2 | | Alg 1 Support | Geo Support |
| 11:25:00 AM | 11:55:00 AM | Bio | Physics | Gov/Econ | | ELA 9 Support |
| 12:00:00 PM | 12:30:00 PM | Art 1/2 | Span 1 | Precalc | Bio Support | Alg 2 Support |
| 12:35:00 PM | 1:05:00 PM | AP Lit | AP Physics | AP ES | Physics Support | |
| 1:10:00 PM | 1:40:00 PM | ELA 10 | Chem | | | |
| 1:45:00 PM | 2:15:00 PM | AP USH | AP Research | World History | ELA 10 Support | Chem Support |
| 2:20:00 PM | 2:50:00 PM | ELA 11 | AP Lang | CS 1 | | |
| 2:55:00 PM | 3:25:00 PM | AP Sem | AP WH | US History | ELA 11 Support | |
| 3:30:00 PM | 4:00:00 PM | Office Hours - All teachers - Drop in | | | Office Hours | Office Hours |

| Upper School Virtual Schedule (Wed, Fri) | | | |
|--|----------|---------------|--|
| Start Time | End Time | Class | Notes |
| 8:00:00 AM | 9:00 AM | Staff meeting | No students, just staff. |
| 9:00 AM | 9:30 AM | Advisory Prep | |
| 9:30 AM | 10:00 AM | Advisory | Meet in Advisory Teacher's Zoom Room for a group check-in. |
| 10:00 AM | 11:30 PM | ILT | Advisors set up time to meet with each advisory student once a week on either Wednesday or Friday. Students work on whatever work they need to do. Students must leave the computer on, with email open, and ready to check in with advisor at their scheduled time. |
| 11:30 PM | 12:30 PM | LUNCH | |
| 12:30 PM | 2:00 PM | Office Hours | Every teacher will be in their Zoom Room, ready to talk. Any student with less than an 85% in a class MUST visit that class, check in with the teacher, ask questions, and get clarification or help. If a student has over 85% the check in is optional. |

| | | | |
|---------|---------|------------------------------------|---|
| 2:00 PM | 3:00 PM | Support Check-ins and/or prep time | Teachers update the SARB log, contact parents of any students that need support, and prep |
|---------|---------|------------------------------------|---|

Lower School

| Lower School Virtual Schedule (Mon, Tue, Thurs) | | | | | |
|---|---|---|-----------------|----------------|-----------------|
| Cohort | | A | B | C / E | D |
| | | SCIENCE | ELA | MATH | HISTORY |
| 9 - 9:20 | Class Time 1 | ALL STUDENTS SIGN ON Log onto your content zoom class - your teacher will email you a link. You'll go over content and get instructions for what you need to do for the day. | | | |
| 9:20 - 9:50 | Work Time (Independent, In Groups or Supported by Teacher Online) | INVITATION ONLY SIGN ON Teachers will invite you for an appt to meet with them to work on an assignment or skill. You may also request an appt. If you don't have an appointment, please use this time to work on assignments for the day. | | | |
| 9:50 - 10:00 | ECHO Exit Ticket | INDEPENDENT WORK TIME Done independently by students in ECHO. Teacher checks for completion. | | | |
| | | HISTORY | SCIENCE | ELA | ELECTIVE |
| 10:05 - 10:35 | Class Time 2 | ALL STUDENTS SIGN ON Log onto your content zoom class - your teacher will email you a link. You'll go over content and get instructions for what you need to do for the day. | | | |
| 10:35 - 11:05 | Work Time (Independent, In Groups or Supported by Teacher Online) | INVITATION ONLY SIGN ON Teachers will invite you for an appt to meet with them to work on an assignment or skill. You may also request an appt. If you don't have an appointment, please use this time to work on assignments for the day. | | | |
| 11:05 - 11:15 | ECHO Exit Ticket | INDEPENDENT WORK TIME Done independently by students in ECHO. Teacher checks for completion. | | | |
| 11:15 - 12:15 | LUNCH | | | | |
| | | ELA | ELECTIVE | SCIENCE | MATH |
| 12:15 - 12:35 | Class Time 3 | ALL STUDENTS SIGN ON Log onto your content zoom class - your teacher will email you a link. You'll go over content and get instructions for what you need to do for the day. | | | |
| 12:35 - 1:05 | Work Time (Independent, In Groups or Supported by Teacher Online) | INVITATION ONLY SIGN ON Teachers will invite you for an appt to meet with them to work on an assignment or skill. You may also request an appt. If you don't have an appointment, please use this time to work on assignments for the day. | | | |
| 1:05 - 1:15 | ECHO Exit Ticket | INDEPENDENT WORK TIME Done independently by students in ECHO. Teacher checks for completion. | | | |
| | | ELECTIVE | MATH | HISTORY | SCIENCE |
| 1:20 - 1:40 | Class Time 4 | ALL STUDENTS SIGN ON Log onto your content zoom class - your teacher will email you a link. You'll go over content and get instructions for what you need to do for the day. | | | |

| | | |
|-------------|--|---|
| 1:40 - 2:10 | Work Time (Independent, In Groups or Supported by Teacher Online) | INVITATION ONLY SIGN ON Teachers will invite you for an appt to meet with them to work on an assignment or skill. You may also request an appt. If you don't have an appointment, please use this time to work on assignments for the day. |
| 2:10 - 2:20 | ECHO Exit Ticket | INDEPENDENT WORK TIME Done independently by students in ECHO. Teacher checks for completion. |
| 2:25 - 2:45 | Class Time 5 | MATH HISTORY ELECTIVE ELA |
| | | ALL STUDENTS SIGN ON Log onto your content zoom class - your teacher will email you a link. You'll go over content and get instructions for what you need to do for the day. |
| 2:55 - 3:15 | Work Time (Independent, In Groups or Supported by Teacher Online) | INVITATION ONLY SIGN ON Teachers will invite you for an appt to meet with them to work on an assignment or skill. You may also request an appt. If you don't have an appointment, please use this time to work on assignments for the day. |
| 3:15 - 3:25 | ECHO Exit Ticket | INDEPENDENT WORK TIME Done independently by students in ECHO. Teacher checks for completion. |

Lower School Virtual Schedule (Wed, Fri)

| ADVISORY / FITNESS / INDIVIDUAL CHECK-INS / INDEPENDENT WORK | | |
|---|--|---|
| 9:00 - 10 | Advisory Check In | ALL STUDENTS SIGN ON Log onto your advisory zoom class - your advisor will email you a link. You'll practice Zoom, finish your PLP goals and prioritize assignments and grades that need to be completed or revised for the day. |
| 10 - 12 | Study Hall | INVITATION ONLY SIGN ON Your advisor will invite you for an appt to meet with them to figure out next steps for missing assignments or low grades. You may also request an appt. If you don't have an appointment, please use this time to work on assignments for the day. WED - Content Check-Ins (At Teacher Discretion) FRI - Advisor Check-Ins (Below 85%) |
| 12 - 1 | LUNCH | |
| 1 - 1:45 | FITNESS LED BY COACH FOSTER (8), JORDAN (7), COACH TRAY (6) | |
| 1:50 - 2:45 | ILT | INDEPENDENT WORK TIME Students work on ILT assignments and catch up on other work. Teachers may schedule one-on-one or small group check ins. WED - A3K / LITERACY FRI - ALEKS / MATH |
| 2:45-3:30 | Office Hours | TEACHER OFFICE HOURS Teacher and students make appointments for add'l help or support. If you don't have an appointment, please use this time to work on assignments for the day. |

Professional development and support during online program delivery

The EBIA team continues to meet and collaborate to support the teaching and learning experience for all. Each staff member has a HIPAA-compliant Zoom account and is briefed regularly on best practice to ensure safe and smooth virtual experience. Teachers continue to receive mentorship and feedback, as they transition to distance learning. Grade level teams meet regularly to seek alignment and input to improve practice. Site teams meet weekly to share updates and concerns and best practices.

Staff spends time sharing best practices and tools for online learning, and staff feedback has been implemented to adjust schedules and determine where staff need support (both from a professional and social-emotional perspective). Our Parent Advisory Council (PAC) has also created means for sharing acknowledgement and appreciation of our teaching staff to provide additional social-emotional support for our staff's well-being.

Specialized Support

EBIA remains committed to serving our students with Individualized Education Plans and our English Language Learners, and while distance learning impacts service delivery in significant ways, we are seeking new ways to meet the needs of our students, to the best of our ability. Our virtual daily schedules have space to provide additional student supports and check-ins, and our team has developed approaches to virtually deliver individualized support. All students with IEPs receive small group support multiple times each day from teaching staff. Additionally, we have created skill remediation groups in math and are utilizing small virtual groups to help students master content.

As we rethink the way we teach and learn school-wide, we are promoting renewed collaboration between classroom teachers, education specialists, and support staff. Where possible through video conferencing, we continue to work with our staff and service providers to deliver specialized services and accommodations to students and hold IEP meetings. For our English Language Learners, they meet weekly to receive specialized support on literacy development and classwork. Where appropriate, teachers and staff are preparing work packets for students to complete at home.

Grading/Assessment

In alignment with state guidelines, EBIA is adopting a temporary grading policy to recognize the impact of the pandemic on students' academic progress. There may be health, economic, technological, and emotional factors that are mostly out of the students' control, impacting their academic performance.

As such, EBIA will adopt the following principles in our approach to distance learning grading for all students and graduation requirements applied to 12th graders:

- Hold students harmless; grading should not be punitive
- Keep equity in mind (especially when it comes to students with IEPs)
- Grades will be used to inform instruction only
- Do our best to educate students in distance learning
- Provide opportunities to demonstrate understanding in multiple ways

Specifically, grades earned during distance learning will not factor into students' overall GPA. We will continue to follow the California Department of Education's guidance by not grading punitively during distance learning. Furthermore, the National Association for College Admission Counseling, as well as The University of California and California State systems, are applying a non-punitive approach to students in distance learning. We will take care to not hold students accountable for such unprecedented circumstances. Our singular focus is to incentivize our students to show up and engage, and do their best under these extraordinary circumstances.

Attendance

EBIA continues to take attendance to the extent feasible and regularly checks in with families to better understand the needs of students, in order to remove any barriers to continuity in learning.

School Culture

Social-emotional growth is a pillar of EBIA's model and will continue to hold importance during distance learning.

Advisory/SEL

Advisors meet with students twice a week to check-in and deliver social-emotional learning curriculum as appropriate. Advisories also continue with spirit activities and friendly competitions, organized by our Student Governments and Deans of Students.

College and Career Counseling

Similar to K-12, post-secondary education and admissions processes are rapidly changing in response to the pandemic and EBIA is committed to monitoring and advising students on the changing landscape. Students have regular access to college and career counseling as it relates to college choice, financial aid, and course selection for the following year. Additionally, students meet twice per week with their advisors to monitor academic performance as it relates to their college success. 11th and 12th graders attend family meetings to discuss both the changing college admissions landscape and continue to create sustainable plans for the future.

Linked Learning

Students are engaged in the four pillars of our Computer Science and Design Innovation Linked Learning Pathway (Rigorous Academics, Career Tech Ed, Comprehensive Student Supports, and Work-Based Learning). All students continue to complete their normal A-G and CTE courses. In addition, they have regular access to college and career counseling, IEP supports/accommodations, and advisory. Any students enrolled in specialized support classes continue to attend those classes. In addition we are continuing to engage students in virtual work-based learning activities through our Innovator Talk series and other advisory-based activities.

Events/Celebrations

EBIA deeply values celebrations and is exploring virtual and delayed in-person celebrations for our graduates and other groups with all stakeholders.

Cover Sheet

LCAP Update

Section: III. Academic Excellence
Item: D. LCAP Update
Purpose: Discuss
Submitted by:
Related Material: EBIA_COVID19 LCAP Operations Report draft_2020.05.pdf

COVID-19 Operations Written Report

| Local Educational Agency (LEA) Name | Contact Name and Title | Email and Phone | Date of Adoption |
|-------------------------------------|----------------------------------|---|------------------|
| East Bay Innovation Academy | Michelle Cho, Executive Director | michelle.cho@eastbayia.org , 510-577-9557 | June 10, 2020 |

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

As of March 13th, 2020, EBIA transitioned from classroom instruction to online learning using Zoom, with weekly schedules consisting of 3 days of subject instruction/independent work time/check-ins and 2 days of advisory, social-emotional learning, office hours, and fitness. Students with IEP services continue to receive push in and push out support in virtual format, as well as counseling, speech and other specified services. Intramural sports, spring musical and intersession, however, had to be canceled/modified/postponed due to Shelter In Place. Project and group work, a central pillar of EBIA's learning model, is being reimagined as online learning limits collaboration in some ways. We are also modifying our year-end celebrations – capstone, promotion, and graduation – to be in virtual format this year.

Life changed abruptly for our students and families, and while pre-existing familiarity with our learning platform and practice with videoconferencing proved helpful in transition, the sudden increase of screen time, decrease of verbal engagement, and physical isolation has been challenging for students and staff alike. Family life in turn has been transformed for many, as parents juggle work and supervision of children, and as siblings spend all days together and are often expected to support each other with online learning. EBIA community is living out our LCAP goal of preparing our students to manage change and take ownership of their learning through this current situation.

With default end-of-year calendar of events disrupted through the pandemic and school closure, and in light of the potential for deepening of the achievement gap in distance learning setting, EBIA has structure the last weeks to facilitate credit recovery and skill remediation in math and ELA, while all subject teachers are still in service. This, as well as small groups in regular instruction, was made possible by our support staff who embraced new or modified roles in virtual setting. As we continue to innovate and adapt to forces out of our control, we remain rooted in our mission and our LCAP goal of being 21st century ready in Oakland.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

EBIA has compiled and shared a list of community resources for families seeking medical help, financial support, food, child care, transportation, mental health, and tech support. EBIA has also provided nutritional services directly to families and shared information to access local community resources for food. We've created English Language support sessions remotely once a week for students and have

made Chromebooks available to families without a dedicated device to each student. We have continued individual outreach to students who are not regularly engaging in their classes to better understand barriers and needs and offered.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

EBIA has turned to research and evidence to inform our work in distance learning. The virtual schedule was developed to be age appropriate, with breaks and changes to maximize student engagement. Schedules also allow for check-ins, office hours and smaller support groups to supplement class time. Teachers have explored and broadly shared out tools in Zoom to promote interaction, collaboration and engagement. Teachers are using a number of different mediums such as YouTube, virtual tours, and other digital resources to emphasize real-world relevancy of their curriculum.

Developing our Linked Learning Pathway was a big part of 2019-20 LCAP. And while some work, such as trainings for staff and joint showcases were set aside, students and staff were able to continue with some work-based learning via webinars with industry leaders. And as staff find themselves in unexpected conversations as they journey through online learning, we are beginning to also connect our experiences to how the Linked Learning Pathway may evolve in online setting.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

EBIA orders shelf-stable food through our food vendor and on distribution days, stations are set up outside of school to facilitate handoff in open space. Families and staff wear masks, and staff also wear gloves. Social distancing is adopted by staff and families at pick-up. As our families come from all neighborhoods of Oakland and our location may be a barrier to some families, we have also made information available to families about OUSD and food bank services.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

N/A

California Department of Education
May 2020

Cover Sheet

Finance Update - YTD April 2020

Section: IV. Finance and Development
Item: A. Finance Update - YTD April 2020
Purpose: Discuss
Submitted by:
Related Material: EBIA 19-20 APR Financials 2020.05.15 CF.pdf
EBIA 19-20 APR Financials 2020.05.15 YTD.pdf
EBIA Financial Update 2020.05.pdf

East Bay Innovation Academy
 Monthly Cash Forecast
 As of Apr close

| | 2019/20 | | | | | | | | | | | | Forecast | AP/AR |
|--|--------------------|------------------|------------------|----------------|------------------|------------------|-----------------|-----------------|-----------------|----------------|------------------|------------------|------------------|----------------|
| | Actual & Projected | | | | | | | | | | | | | |
| | Jul Actual | Aug Actual | Sep Actual | Oct Actual | Nov Actual | Dec Actual | Jan Actual | Feb Actual | Mar Actual | Apr Actual | May Projected | Jun Projected | | |
| Beginning Cash | 181,425 | 291,986 | 151,539 | 60,599 | 58,195 | 151,238 | 74,524 | 155,883 | (11,913) | 359,817 | 390,407 | 117,357 | | |
| Revenue | | | | | | | | | | | | | | |
| LCFF Entitlement | 196 | 248,041 | 329,776 | 545,523 | 408,331 | 408,331 | 452,395 | 407,940 | 698,481 | 468,816 | 475,219 | 472,898 | 5,373,180 | 457,233 |
| Federal Income | - | 11,615 | - | (4,271) | - | 1,669 | 76,497 | 15,494 | 11,679 | 96,166 | 1,586 | 18,390 | 350,025 | 121,200 |
| Other State Income | 13,947 | 14,872 | 28,363 | 24,320 | 25,105 | 39,906 | 56,607 | 46,986 | 171,168 | 59,593 | 39,091 | 32,453 | 803,441 | 251,030 |
| Local Revenues | 1,822 | 21,264 | 3,982 | 12,792 | 2,351 | 1,657 | 3,356 | 4,538 | 12,444 | 1,291 | 8,132 | 13,211 | 135,740 | 48,900 |
| Fundraising and Grants | 3,291 | 3,349 | 36,899 | 35,391 | 13,799 | 8,642 | 7,740 | 3,713 | 13,181 | 6,039 | (781) | 537 | 136,800 | 5,000 |
| Total Revenue | 19,257 | 299,141 | 399,020 | 613,755 | 449,586 | 460,206 | 596,595 | 478,671 | 906,953 | 631,906 | 523,247 | 537,489 | 6,799,187 | 883,362 |
| Expenses | | | | | | | | | | | | | | |
| Compensation & Benefits | 183,366 | 426,179 | 475,434 | 454,992 | 423,367 | 421,897 | 465,190 | 398,092 | 400,790 | 448,851 | 465,636 | 333,015 | 4,896,809 | - |
| Books & Supplies | 16,559 | 28,485 | 14,417 | 30,792 | 9,619 | 6,109 | 23,360 | 6,426 | 8,984 | 11,330 | 18,499 | 18,206 | 192,785 | - |
| Services & Other Operating Expenses | 100,546 | 144,661 | 154,324 | 125,869 | 135,732 | 150,341 | 172,545 | 104,893 | 102,301 | 113,919 | 155,476 | 170,182 | 1,707,656 | 76,868 |
| Capital Outlay | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Expenses | 300,471 | 599,325 | 644,175 | 611,653 | 568,718 | 578,347 | 661,094 | 509,411 | 512,075 | 574,100 | 639,610 | 521,403 | 6,797,250 | 76,868 |
| Operating Cash Inflow (Outflow) | (281,214) | (300,184) | (245,155) | 2,101 | (119,131) | (118,142) | (64,499) | (30,740) | 394,878 | 57,806 | (116,364) | 16,087 | 1,937 | 806,494 |
| Revenues - Prior Year Accruals | 585,873 | 210,423 | 40,172 | 142,316 | - | - | 14,020 | (32,554) | 8,464 | 6,511 | 19,063 | 201 | | |
| Expenses - Prior Year Accruals | (7,519) | - | - | 38,000 | - | - | (48,937) | 43,882 | - | - | - | - | | |
| Accounts Receivable - Current Year | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Accounts Payable - Current Year | (170,147) | (68,077) | 26,692 | (86,899) | 2,451 | 31,389 | 106,450 | (158,061) | 16,830 | (42,929) | - | - | | |
| Summerholdback for Teachers | (89,466) | 17,391 | 17,351 | 18,410 | 18,058 | 18,370 | 16,409 | 18,013 | 17,806 | 17,542 | 24,250 | 24,250 | | |
| Loans Payable (Current) | - | - | 70,000 | (70,000) | 200,000 | - | 69,999 | - | (69,999) | - | (200,000) | - | | |
| Loans Payable (Long Term) | - | - | - | (8,333) | (8,333) | (8,333) | (8,333) | (8,336) | - | (8,340) | - | - | | |
| Capital Leases Payable | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Other Long Term Debt | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Capital Expenditure & Depreciation | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Other Balance Sheet Changes | 73,034 | - | - | (38,000) | - | - | (3,750) | - | 3,750 | - | - | - | | |
| Ending Cash | 291,986 | 151,539 | 60,599 | 58,195 | 151,238 | 74,524 | 155,883 | (11,913) | 359,817 | 390,407 | 117,357 | 157,894 | | |

East Bay Innovation Academy

Budget vs. Actuals

As of Apr close

| | Actual | | | Budget vs. Actual | | | Budget | | | | | | |
|---|------------------|------------------|-----------------|-------------------|--------------------|----------------------------|------------------|---------------------------|------------------|---------------------------------|------------------|--------------------|---------------------|
| | Feb | Mar | Apr | Actual YTD | Budget YTD | Variance (YTD less Budget) | Approved Budget | Previous Month's Forecast | Current Forecast | (Previous vs. Current Forecast) | Budget Remaining | Forecast Remaining | % of Forecast Spent |
| SUMMARY | | | | | | | | | | | | | |
| Revenue | | | | | | | | | | | | | |
| LCFF Entitlement | 407,940 | 698,481 | 468,816 | 3,967,830 | 3,945,933 | 21,897 | 5,407,042 | 5,342,110 | 5,373,180 | 31,070 | 1,439,212 | 1,405,350 | 74% |
| Federal Revenue | 15,494 | 11,679 | 96,166 | 208,850 | 60,663 | 148,186 | 299,578 | 313,783 | 350,025 | 36,242 | 90,728 | 141,175 | 60% |
| Other State Revenues | 46,986 | 171,168 | 59,593 | 480,867 | 530,554 | (49,686) | 896,083 | 836,022 | 803,441 | (32,581) | 415,216 | 322,574 | 60% |
| Local Revenues | 4,538 | 12,444 | 1,291 | 65,497 | 98,817 | (33,320) | 169,001 | 155,850 | 135,740 | (20,109) | 103,504 | 70,243 | 48% |
| Fundraising and Grants | 3,713 | 13,181 | 6,039 | 132,045 | 175,160 | (43,115) | 225,200 | 151,000 | 136,800 | (14,200) | 93,155 | 4,755 | 97% |
| Total Revenue | 478,671 | 906,953 | 631,906 | 4,855,088 | 4,811,127 | 43,962 | 6,996,905 | 6,798,765 | 6,799,187 | 421 | 2,141,816 | 1,944,098 | 71% |
| Expenses | | | | | | | | | | | | | |
| Compensation and Benefits | 398,092 | 400,790 | 448,851 | 4,098,159 | 4,196,060 | 97,900 | 4,932,448 | 4,896,809 | 4,896,809 | - | 834,289 | 798,650 | 84% |
| Books and Supplies | 6,426 | 8,984 | 11,330 | 156,080 | 317,503 | 161,423 | 348,963 | 210,656 | 192,785 | 17,871 | 192,883 | 36,705 | 81% |
| Services and Other Operating Expenditures | 104,893 | 102,301 | 113,919 | 1,305,129 | 1,373,808 | 68,679 | 1,706,437 | 1,720,098 | 1,707,656 | 12,443 | 401,308 | 402,526 | 76% |
| Depreciation | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Expenses | 509,411 | 512,075 | 574,100 | 5,559,368 | 5,887,371 | 328,003 | 6,987,848 | 6,827,563 | 6,797,250 | 30,313 | 1,428,479 | 1,237,882 | 82% |
| Operating Income | (30,740) | 394,878 | 57,806 | (704,280) | (1,076,244) | 371,964 | 9,057 | (28,798) | 1,937 | 30,735 | 713,337 | 706,217 | |
| Fund Balance | | | | | | | | | | | | | |
| Beginning Balance (Unaudited) | (494,724) | (525,464) | (130,586) | 631,500 | 631,500 | | 564,499 | 631,500 | 631,500 | | | | |
| Audit Adjustment | | | | - | - | | - | - | - | | | | |
| Beginning Balance (Audited) | | | | 631,500 | 631,500 | | 564,499 | 631,500 | 631,500 | | | | |
| Operating Income | (30,740) | 394,878 | 57,806 | (704,280) | (1,076,244) | | 9,057 | (28,798) | 1,937 | | | | |
| Ending Fund Balance | (525,464) | (130,586) | (72,780) | (72,780) | (444,744) | | 573,556 | 602,702 | 633,437 | | | | |
| Capital Outlay | - | - | - | - | - | | - | - | - | | | | |

Financial Update

May 2020



Agenda

- Mar-Apr actuals
- Cash Update
- Current 2019-20 Forecast
- 2020-21 Outlook
 - EBIA budgeting approach
 - Economic update and California State Budget
 - EBIA draft budget



March and April net positive

- LCFF revenue catching up with enrollment, categorical funding arriving
- Expenses on track (82% of forecast spent)

| | Mar | Apr | Actual YTD |
|---|----------------|----------------|------------------|
| SUMMARY | | | |
| Revenue | | | |
| LCFF Entitlement | 698,481 | 468,816 | 3,967,830 |
| Federal Revenue | 11,679 | 96,166 | 208,850 |
| Other State Revenues | 171,168 | 59,593 | 480,867 |
| Local Revenues | 12,444 | 1,291 | 65,497 |
| Fundraising and Grants | 13,181 | 6,039 | 132,045 |
| Total Revenue | 906,953 | 631,906 | 4,855,088 |
| Expenses | | | |
| Compensation and Benefits | 400,790 | 448,851 | 4,098,159 |
| Books and Supplies | 8,984 | 11,330 | 156,080 |
| Services and Other Operating Expenditures | 102,301 | 113,919 | 1,305,129 |
| Depreciation | - | - | - |
| Total Expenses | 512,075 | 574,100 | 5,559,368 |
| Operating Income | 394,878 | 57,806 | (704,280) |



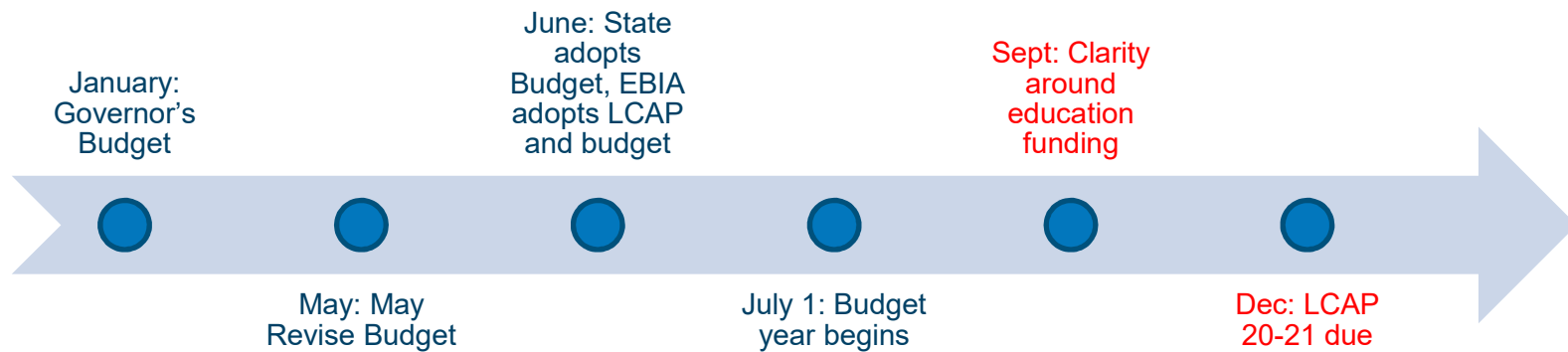
Cash position in flux

- Revolving Loan completed with March apportionment
- Receivable sale completing in May
- Deferrals expected starting in June – additional access to cash needed
- Ending cash in April: \$390K

2019-20 forecast uncertain

- June deferral likely (amount TBD)
- Funding reductions to date: Special Ed, SB740 facilities, EPA
- P-2 ADA: 589.2 (months up to Feb 29, 2020)
- Uncertainty continues: federal funding, state lottery, local measures, development outreach
- Currently expecting a balanced budget for 2019-20

2020-21 budget timeline and expectations interrupted by COVID-19



- Uncertainty re revenue (taxes) and expenses (COVID, unemployment) through Aug/Sept, uncertainty with economy will continue in the near/medium future
- State and EBIA are currently budgeting blind



EBIA's approach to the pandemic emergency: protect and persevere

- Goal: promote security, stability, structure and routine for staff and families
- Priorities for 20-21:
 - Core/essential operations
 - Avoid mid-year reductions
 - Timely payroll
- Practice:
 - Work in teams
 - Seek innovative solutions
 - Inform/communicate



National, state economy and school funding severely impacted by COVID-19

- At January Governor's Budget: state projecting \$5.6 billion surplus
- At May Revise Budget: state officially in recession and projecting a \$54 billion deficit
- May Revise: cancel program expansions and spending increases, draw down from Rainy Day Fund, borrow and transfer from special funds, business incentive tax changes, defer cash outlay, seek federal funding
- K-12 Education significantly impacted
 - 10% reduction to LCFF
 - \$1.9 billion LCFF deferral from 2019-20 to 2020-21; \$3.4 billion deferrals from 2020-21 to 2021-22
 - STRS employer rate for 20-21 reduced from 18% to 16%
 - Commitment to Special Education remains
 - Local property-tax-based revenues impacted



Balanced budget will be challenging in 20-21

- With -10% reduction in LCFF, revenues will decline by ~\$300K to \$500K from 19-20, even with enrollment growth
- Initial planning suggests following new considerations are likely needed:
 - Increased cleaning and PPE
 - Financing to prepare for cash deferrals
 - Tech connectivity and IT support
 - Community building
- Draft 20-21 budget



Cover Sheet

2020-2021 Budget Update

Section: IV. Finance and Development
Item: B. 2020-2021 Budget Update
Purpose: Discuss
Submitted by:
Related Material: EBIA 20-21 Draft Budget 2020.05.pdf

East Bay Innovation Academy

Multiyear Budget Summary DRAFT

| | 2019/20 | 2019/20 | 2020/21 | 2020/21 | 2021/22 |
|---|------------------|------------------|--------------------|---------|--------------------|
| | Approved Budget | Current Forecast | Preliminary Budget | Notes | Preliminary Budget |
| SUMMARY | | | | | |
| Revenue | | | | | |
| LCFF Entitlement | 5,407,042 | 5,373,180 | 5,032,814 | | 5,309,689 |
| Federal Revenue | 299,578 | 350,025 | 370,396 | | 164,354 |
| Other State Revenues | 896,083 | 803,441 | 687,032 | | 723,887 |
| Local Revenues | 169,001 | 135,740 | 140,967 | | 234,981 |
| Fundraising and Grants | 225,200 | 136,800 | 167,050 | | 201,700 |
| Total Revenue | 6,996,905 | 6,799,187 | 6,398,258 | | 6,634,612 |
| Expenses | | | | | |
| Compensation and Benefits | 4,932,448 | 4,896,809 | 4,609,434 | | 4,843,943 |
| Books and Supplies | 348,963 | 192,785 | 291,639 | | 369,462 |
| Services and Other Operating Expenditures | 1,706,437 | 1,707,656 | 1,700,829 | | 1,474,683 |
| Depreciation | - | - | - | | - |
| Total Expenses | 6,987,848 | 6,797,250 | 6,601,902 | | 6,688,087 |
| Operating Income | 9,057 | 1,937 | (203,644) | | (53,476) |
| Fund Balance | | | | | |
| Beginning Balance (Unaudited) | 417,368 | 631,500 | 633,437 | | 429,793 |
| Audit Adjustment | - | - | - | | - |
| Beginning Balance (Audited) | 417,368 | 631,500 | 633,437 | | 429,793 |
| Operating Income | 9,057 | 1,937 | (203,644) | | (53,476) |
| Ending Fund Balance (including Depreciation) | 426,426 | 633,437 | 429,793 | | 376,317 |
| Ending Fund Balance as a % of Expenses | 6% | 9% | 7% | | 6% |
| Capital Outlay | - | - | - | | - |

Cover Sheet

Financing

Section: IV. Finance and Development
Item: C. Financing
Purpose: Vote
Submitted by:
Related Material: EBIA Resolution 2020.05.pdf
Loan Proposal East Bay Innovation Academy 5-1-20.pdf
WF promisory note 2020.05.pdf

East Bay Innovation Academy Charter School

Resolution No. _____

**Notification to ACOE of Bank Account, or Change in Bank Account,
for Electronic (ACH) Receipt of Pass-Through Apportionment Funding**

WHEREAS, the East Bay Innovation Academy Charter School (hereafter “Charter School”) has elected to receive all pass-through apportionment funding directly from the Alameda County Office of Education (hereafter “ACOE”); and

WHEREAS, ACOE currently uses an ACH payment transfer process as the mechanism for payment of pass-through apportionment funding to all direct-funded charter schools; and

WHEREAS, the Charter School hereby intends to use the bank account listed below for the purpose of receiving all pass-through apportionment funding payments from ACOE; and

WHEREAS, the bank account listed below, if applicable, hereby replaces any bank account previously established, approved and used by ACOE for the purpose of receiving pass-through apportionment funding; and

WHEREAS, the bank account listed below has been established in the operating name of the Charter School and the Charter School has full custodial rights to the account, including withdrawal privileges; and

WHEREAS, the account listed below does not belong to any third-party recipient of the Charter School’s apportionment funding;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Charter School hereby requests and approves that ACOE transmit electronically all pass-through apportionment funding payments to the Charter School’s bank account as listed below. A voided check is also attached for this account.

| | |
|-----------------|--|
| Bank Name: | Wells Fargo |
| Bank Address: | P.O. Box 6995, Portland, OR 97228-6995 |
| Account Name: | East Bay Innovation Academy |
| Account Number: | 1484904857 |
| Routing Number: | 1210 00248 |

REQUIRED
STAPLE
VOIDED
CHECK
HERE
(over check sample)
➔

| | |
|-------------------------------|-------------------------|
| Name | 2400 |
| Address, City, State, Zip | 19 91-548/1221 |
| PAY TO THE ORDER OF | \$ <input type="text"/> |
| | DOLLARS |
| Bank Name | |
| Address, City, State, Zip | |
| FOR | |
| ⑆ 22105278⑆ 6724301068⑆ 2400⑆ | |
| Routing Number | Account Number |
| | Check Number |

VOID

The Charter School, through passage of this resolution, hereby authorizes ACOE to initiate credit entries and, if necessary, debit entries and adjustments for any credit entries in error, to the account indicated above, and the depository institution named above, to credit and/or debit the same to such account.

This authority is to remain in full force and effect until ACOE has received written notification via an approved board resolution from the Charter School of the closure or modification of this account. Such changes will be made in such time and in such a manner as to afford ACOE and ACOE's ACH bank with a reasonable opportunity to act upon it.

PASSED AND ADOPTED by the Governing Board of the East Bay Innovation Academy Charter School on this ___ day of _____, _____ by the following vote:

AYES:

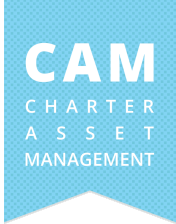
NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board of Trustees

Charter School



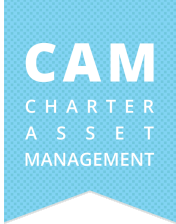
May 1, 2020

Ms. Michelle Cho
 Executive Director
 East Bay Innovation Academy
 3400 Malcolm Avenue, Oakland, CA 94605

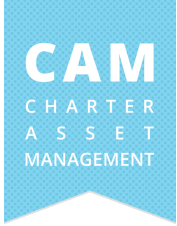
Dear Ms. Michelle Cho,

Charter Asset Management Fund, L.P. (“Lender”) appreciates this opportunity to expand our relationship with East Bay Innovation Academy (“Borrower”). We would like to propose the following terms and conditions for the credit facility under discussion. Please note that this letter is not intended to constitute a commitment or offer to lend on the part of the Lender, but to summarize for discussion purposes the credit accommodation that we are interested in considering. The Lender's proposal to make credit facilities available is subject to the final approval by Charter Asset Management Fund, L.P., and will be represented via the loan and security agreements. Notwithstanding the foregoing, the terms under the heading “Confidentiality” as set forth below in this letter shall constitute a binding and legally enforceable agreement between the parties.

| | |
|----------------------------|--|
| Borrower | East Bay Innovation Academy |
| Lender | Charter Asset Management Fund, L.P. |
| Credit Facility | \$800,000.00 Maximum Revolving Line of Credit |
| Purpose | Charter School Operations and other needs of Borrower |
| Interest Rate | 7.95% |
| Closing Costs | Credit Facility Fee: 1.00% of the Maximum Revolving Line of Credit amount paid at initial closing date and 1.00% of the Maximum Revolving Line of Credit amount paid at each one-year anniversary of the initial line closing date. Legal Fee: \$1,000.00 |
| Closing Date | June 1, 2020 |
| Term | 3 years Maturity Date: May 31, 2023 |
| Repayment | Scheduled principal repayment of each principal draw on the line will be in level monthly principal payments from the first month subsequent to draw through the maturity date of the line. Interest on the outstanding principal balance is calculated based on the above Interest Rate as of the last business day of each month. Interest and principal are paid monthly pursuant to monthly loan statements. The outstanding line principal balance may be paid down in part or in full at any time. |
| Balance Requirement | No annual zero balance requirement |



| | |
|-----------------------------|---|
| Ratios | Indebtedness to Revenue Ratio: 20%. The Maximum Revolving Line of Credit and borrowing base are subject to Indebtedness to Revenue Ratio and other covenants pursuant to the line Agreement. |
| Early Termination | 1.00% of the Maximum Revolving Line of Credit amount if the facility is terminated during the first 12 months of the line. |
| Unused Line Fee | Not applicable |
| Collateral | Lender will be provided a perfected first position security interest in all of the Borrower's present and future assets, including intellectual property and general intangible including but not limited to first and exclusive position of all future state revenue. Borrower authorizes Lender to file UCC-1 financing statements and other necessary documents with UCC filing offices showing Lender as secured party and Borrower as debtor and covering all of the above-described collateral. |
| Banking Relationship | Not applicable |
| Audit | Lender will perform collateral audits prior to the credit facility closing and every six months thereafter or upon Lender's request. Audits will include but not be limited to confirmation that revenue streams available to Borrower are sufficient to meet the above Indebtedness to Revenue tests for the life of the line. |
| Insurance | If applicable, Borrower is to provide evidence of full risk insurance covering all assets pledged to Lender and loss payable endorsement naming Lender as loss payee. Borrower is to provide Officer's and Director's Insurance for all entities. |
| Dominion | All state and other payments to be intercepted to Lender's control account or cash collateral account pursuant to a deposit account control agreement. |
| Offer Expiration | May 21, 2020 |
| Reporting | Borrower will provide the following information: <ol style="list-style-type: none">1) On the last day of the following month: attendance figures, bank statement, balance sheet, YTD monthly income statement with actuals, and current AP aging list2) Circa 12/31: audited financial statements from previous fiscal year for Borrower.3) Circa 12/31: first interim budget, prior year audited financial statements, and P-1 ADA Report.4) Circa 4/30: second interim budget and P-2 ADA Report |
| Timeline | May 2020 Lender proposes line terms May 2020 Lender and Borrower finalize line terms June 2020 Lender funds line up to applicable Maximum Revolving Line of Credit |
| Confidentiality | The parties agree that the existence and terms of this letter shall not be disclosed to any third party without the consent of Lender and Borrower, except as may be (i) reasonably required to consummate the transactions contemplated hereby (provided that any persons receiving the information agree to the confidentiality restrictions contained herein), or (ii) required by law. |



This proposal letter is provided solely for the purpose described herein and may not be disclosed to or relied upon by any other party without the Lender's prior written consent. This proposal is intended to form the basis for a discussion of a credit accommodation, and further negotiations adding to or modifying the general scope of the major terms shall not be precluded by the issuance of this Proposal Letter. This proposal is confidential and proprietary for the sole purpose of discussions between the parties hereunder.

Lender reserves the right to issue press releases, advertisements, and other promotional materials describing any successful outcome of services provided on your behalf. The Borrower agrees that Lender shall have the right to identify the Borrower by name in those materials.

Whether or not the transaction contemplated herein is consummated, by your acceptance hereof: (a) you agree to bear all reasonable out-of-pocket expenses of Lender and all fees and disbursements of Lender's counsel (including the allocated costs of inside counsel) relating to the preparation of this letter and of the proposed financing documentation and to the transaction contemplated hereby and thereby, and (b) you agree to indemnify Lender, its affiliates, and their respective directors, officers and employees and to defend and hold Lender, its affiliates and such other persons harmless from and against all losses, claims, damages, liabilities and expenses (including expenses of litigation or preparation thereof) which Lender or any such affiliates or such other persons in connection with or arising out of the matters referred to herein, except for damages resulting from the gross negligence or willful misconduct of the Lender.

Borrower
East Bay Innovation Academy

By: _____
Name: Michelle Cho
Title: Executive Director
Dated: _____

Lender
Charter Asset Management Fund, L.P.

By: Charter Asset Management GP, LLC.
Its: General Partner

By: _____
Name: Paul Im
Title: Managing Partner

By: _____
Name: David Park
Title: Managing Partner



Paycheck Protection Program Promissory Note and Agreement

Wells Fargo SBA Lending

Borrower Names:

East Bay Innovation Academy

Important Notice: This Instrument Contains A Confession Of Judgment Provision Which Constitutes A Waiver Of Important Rights You May Have As A Debtor And Allows The Creditor To Obtain A Judgment Against You Without Any Further Notice. Venue Will Be In The City Of Richmond.

Paycheck Protection Program Promissory Note and Agreement

1. Parties To Agreement And Acceptance

This Wells Fargo Paycheck Protection Promissory Note and Agreement ("Agreement") governs the Wells Fargo Paycheck Protection Loan ("Loan") that Wells Fargo Bank, N.A. ("we" or "Lender") is providing to you (if a sole proprietor) or your business organization, Borrower(s) listed above, (such a sole proprietor or business organization are referred to in this Agreement as "Customer", "you", and "your" or "Borrower") and your designated representatives. The Loan is established under the terms and conditions of the SBA program of the United States Small Business Administration ("SBA") and the USA CARES Act (2020)(H.R. 748)(15 U.S.C 636 *et seq.*)(the "Act") and the availability of the Loan is expressly contingent on funds being available from the SBA under the Act to guaranty this Loan. You agree to be bound by and comply with each and every following term and condition of this Agreement. Lender agrees, based on the terms and conditions and relying upon the representations and warranties set forth in this Agreement, to make available to Borrower the Loan as more fully described herein.

2. Promise to Pay

Borrower promises to pay to Lender, or order, the principal amount of **\$952,534**, together with interest on the outstanding principal balance. Borrower will pay Lender at Lender's address shown in this Agreement or at such other place as Lender may designate in writing.

3. Interest

Interest will accrue on the outstanding principal balance at a fixed rate of 1.00%. Interest will be calculated as described in the Interest Accrual Basis paragraph below.

4. Interest Accrual Basis

Interest shall be computed on an actual/365 simple interest basis; that is, by multiplying the applicable interest rate, times the outstanding principal balance, times the actual number of days the principal is outstanding and dividing by a year of 365 days.

5. Repayment

Payments shall be due and payable monthly in the amount of **\$40,102.89** commencing **11/02/2020** and continuing on Day **04** of each month thereafter until maturity. The Loan shall mature two (2) years from the date of this Agreement **05/04/2022**, at which time all unpaid principal, accrued interest, and any other unpaid amounts shall be due and payable in full. Unless otherwise agreed, all sums received from Borrower may be applied to interest, fees, principal, or any other amounts due to Lender in any order at Lender's sole discretion.

As discussed further herein, the Borrower may apply for the loan to be forgiven in whole or in part.

If any portion of the principal and/or interest payments are forgiven by the Lender, upon forgiveness, the remaining balance of the loan will be reamortized over the remaining term with the entire principal balance remaining unpaid, along with all accrued and unpaid interest, due and payable upon the Maturity Date.

6. Permissible Use

The Account will be used for only for purposes authorized by the Act, specifically the Paycheck Protection Program contained within such Act. In no event shall the Loan be used for any transaction that is illegal under any applicable law. You represent that you (if a sole proprietor) and your business organization are not a Money Service Business as defined by federal law, or have identified yourself to Lender as such a business and have complied with all applicable laws, rules and regulations governing such businesses.

7. Forgiveness

The Borrower will not be responsible for any loan payment if Borrower provides to Lender, in its sole and absolute discretion, sufficient documentation that (i) the Borrower used all of the loan proceeds for forgivable purposes described below and (ii) employee and compensation levels are maintained.

The actual amount of loan forgiveness will depend, in part, on the total amount of payroll costs, payments of interest on mortgage obligations incurred before February 15, 2020, rent payments on leases dated before February 15, 2020, and utility payments under service agreements dated before February 15, 2020, over the eight-week period following the date of the loan. Not more than 25 percent of the loan forgiveness amount may be attributable to non-payroll costs.

The following is an exhaustive list of forgivable purposes:

- 1) payroll costs (as defined in the Act and in 2.f.);
- 2) costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;
- 3) mortgage interest payments (but not mortgage prepayments or principal payments);
- 4) rent payments;
- 5) utility payments;
- 6) interest payments on any other debt obligations that were incurred before February 15, 2020; and/or
- 7) refinancing an SBA EIDL loan made between January 31, 2020 and April 3, 2020.

8. Late Charges

For each payment of principal, interest, and/or fees which has not been paid in full within fifteen days after its date due, Borrower will pay to Lender a late charge of \$15.00 or five percent (5%) of the amount due, whichever is greater. Borrower acknowledges and agrees that the amount of this late fee is reasonable with respect to this Loan, taking into account Lender's expectation of timely receipt of payments with regard to the favorable pricing of this Loan, and the operational, administrative and regulatory burdens flowing from late payments and delinquencies. To the extent this late fee or any other fee or charge set forth in this Agreement may be prohibited or exceed any limit provided by any present or future applicable law, such fee or charge shall be reduced to the maximum amount allowed.

9. Prepayment

Borrower may prepay principal of the Loan at any time, in any amount, without penalty.

10. Default

The following constitute defaults under this Agreement:

- 1) a payment is not made when it is due;
- 2) the terms of this Agreement are breached in any way;
- 3) Customer defaults under the terms of any other obligation to Lender;
- 4) a bankruptcy petition is filed by or against Customer or any of Customer's owners;
- 5) a significant change occurs in the ownership or organizational structure of Customer or in the type or volume of such Customer's business or the death of a Customer;
- 6) Customer becomes insolvent or is dissolved, or Lender otherwise believes in good faith that the prospect of payment and/or performance under this Agreement;
- 7) payments to the Loan are returned or reversed for any reason;
- 8) Customer fails to submit required information the Lender deems necessary.

11. Remedies

In the event of any Default or failure to meet any condition under the preceding paragraphs, or upon any termination of a Loan, Lender may, at its option and without prior notification:

- 1) close any and all Loans to all use, as well as any other accounts for which the Customer is liable to Lender;
- 2) accelerate payment of the full balance on any or all Loans as well as any or all other accounts for which the Customer is liable to Lender, and thereby require immediate payment of the full balance, including, without limitation any Late Charges or any other charges or fees of any kind due Lender.
- 3) Lender may exercise its right of set-off against any obligation Lender owes to you, including a set-off to the extent permitted by law against any deposit account(s) you have with Lender.

12. Borrower hereby certifies and represents that:

- 1) Borrower is eligible to receive a loan under the rules in effect at the time the loan is made that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- 2) Borrower does not operate an ineligible business under the CARES Act and any implementing rules, 13 CFR 120.110 and described further in SBA's Standard Operating Procedure 50 10, Subpart B, Chapter 2. Borrower further certifies that Borrower is not engaged in any activity that is illegal under federal, state or local law.
- 3) Borrower (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- 4) The Borrower or any owner of Borrower is not presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy.
- 5) The Borrower, any owner of Borrower or any business owned or controlled by either of them, has not obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted within the last seven (7) years and caused a loss to the government.
- 6) The Borrower (if an individual) or any individual owning 20% or more of the equity of the Borrower is not (a) subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, (b) presently incarcerated, or (c) on probation or parole.
- 7) Within the last five (5) years, the Borrower (if an individual) or any individual owning 20% or more of the equity of the Borrower has not (a) been convicted of a felony; (b) pleaded guilty to a felony; (c) pleaded nolo contendere to a felony; (d) been placed on pretrial diversion for a felony; or (e) been placed on any form of parole or probation (including probation before judgment) for felony charges.
- 8) The Borrower is not a household employer (e.g. an individual who employs household employees such as nannies or housekeepers).
- 9) All documents submitted to Lender, including without limitation, payroll processor records, payroll tax filings, Form 1099-MISC, or bank records, are true and correct.
- 10) The United States is the principal place of residence for all employees of the Borrower included in the Borrower's payroll calculation submitted to Lender.
- 11) If the Borrower operates a franchise business, such franchise is listed on the SBA Franchise Directory.
- 12) Any loan received by the Borrower under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.
- 13) The Borrower was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.
- 14) Current economic uncertainty makes this Loan request necessary to support the ongoing operations of the Borrower.
- 15) The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.
- 16) During the period beginning on February 15, 2020 and ending on December 31, 2020, the Borrower has not and will not receive another loan under the Paycheck Protection Program.
- 17) Borrower certifies that the information provided in the application and the information provided in all supporting documents and forms is true and accurate in all material respects. Borrower understands that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.
- 18) Borrower acknowledges that the lender will confirm the eligible loan amount using required documents submitted. Borrower understands, acknowledges and agrees that the Lender can share any tax information that it has provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.
- 19) The undersigned officer of the Borrower is duly authorized to execute and deliver this Agreement, the Note and all other documents executed in connection therewith, and the performance by the Borrower of the transactions herein contemplated are and will be within its powers, have been duly authorized by all necessary entity action, and are not and will not be in contravention of any order of court or other agency of government, of

law or, if applicable, its organizing or governing documents, or any indenture, agreement or undertaking to which it is a party or by which its property is bound, or be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture, agreement or undertaking or result in the imposition of any lien, charge or encumbrance of any nature on any of the properties of such Borrower.

13. Indemnification

Borrower agrees to indemnify Lender and hereby holds Lender harmless against any and all claims, actions, suits, proceedings, costs, expenses, brokerage or other fees, including reasonable attorneys' fees, losses, damages and liabilities of any kind, including in tort, penalties and interest, which Lender may incur in any manner other than Lender's own gross negligence or willful misconduct, by reason of any matter relating, directly or indirectly, to the Loan and the Loan Documents, including, but in no way limited to, without limitation, the calculation of the maximum Loan amount or the amount of the Loan that qualifies as eligible for forgiveness.

14. Attorney's fees and costs

Customer agrees to pay Lenders attorney's fees and costs: 1) related to this Agreement; or 2) related to enforcing this Agreement against customer or customer's owners (if applicable); or 3) related to collecting any amounts due under this Agreement from Customer or Customer's owners (if applicable).

15. Collateral Exclusions

No deed of trust, mortgage, security deed, or similar real estate collateral agreement ("Lien Document"), nor any personal property security agreement other than this Agreement or any modification of same ("Security Agreement"), shall secure this Note unless such Lien Document or Security Agreement specifically describes this Agreement as a part of the indebtedness secured thereby. As used herein, this "Agreement" means either (i) this Agreement or (ii) a promissory note, Confirmation Letter or other evidence of indebtedness which has been modified, renewed or extended in whole or in part by this Agreement. This exclusion shall apply notwithstanding the fact that such Lien Document or Security Agreement may appear to secure this Agreement by virtue of a cross-collateralization provision or other provisions expanding the scope of the secured obligations.

16. Supplemental provisions concerning cross-collateralization and personal property

Notwithstanding anything to the contrary in any Lien Document which specifically describes this Agreement as a part of the indebtedness secured thereby, (1) any cross-collateralization provision and any other provisions contained therein expanding the scope of the secured obligations beyond the Secured Debt, any related "swap agreements" (as defined in 11 U.S.C. Section 101), and obligations to protect and preserve collateral, shall have no force or effect, and (2) any lien or security interest granted in such Lien Document upon personal property shall not include any items of personal property located in a Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property. As used herein, "Secured Debt" means this Agreement and any other notes or agreements evidencing indebtedness specifically described or listed in and expressly secured by any such Lien Document(s) and modifications, renewals, and extensions of such notes and agreements, and "Covered Structure" means a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "Act") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act. Additionally, notwithstanding anything to the contrary in the Agreement, personal property security interests granted pursuant to the terms of the Agreement shall not secure any obligations beyond this Agreement any related "swap agreements" (as defined in 11 U.S.C. Section 101), and obligations to protect and preserve collateral. This exclusion shall apply notwithstanding the fact that the Agreement may appear to secure such other obligations by virtue of the definition of Indebtedness contained in the Agreement.

17. Money Laundering, Sanctions, Corrupt Practices, and Compliance with all laws

Borrower represents, warrants and agrees that Borrower, all Borrowers, and any of their parents, affiliates, subsidiaries, officers, directors, or agents (the "Borrowing Group") (1) are not now and will not become a Sanctioned Target (as defined below) of any trade, economic, financial, sectoral or secondary sanctions, restrictions, embargoes or anti-terrorism laws promulgated by the United Nations or the governments of the United States, the United Kingdom, the European Union, or any other governmental authority with jurisdiction over any of the Borrowing Group (collectively, "Sanctions"), and are not owned or controlled by, or acting or purporting to act for or on behalf of, directly or indirectly, a Sanctioned Target, (2) now comply and will at all times comply with, and have instituted and maintain, policies, procedures and controls reasonably designed to assure compliance with, the requirements of all laws, rules, regulations and orders of any governmental authority with jurisdiction over any of the Borrowing Group, or that are otherwise applicable to the Borrowing Group, including, without limitation, (a) all Sanctions, (b) all laws and regulations that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto ("Anti-Money Laundering Laws"), and (c) the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and any other anti-bribery or anti-corruption laws and regulations in any jurisdiction in which the Borrowing Group is located or doing business ("Anti-Corruption Laws"), (3) to the best of Borrower's knowledge, after due care and inquiry, are not under investigation for an alleged violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, (4) will not at any time directly or indirectly use any proceeds of any credit extended by Lender to fund, finance or facilitate any activities, businesses or transactions that are prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption

Laws, or that would be prohibited by the same if conducted by Lender or any other party hereto, and (5) shall not fund any repayment of the credit with proceeds, or provide as collateral any property, that is directly or indirectly derived from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, or that could otherwise cause the Lender or any other party to this agreement to be in violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws. Borrower shall notify Lender in writing not more than one (1) business day after first becoming aware of any breach of the foregoing paragraph. "Sanctioned Target" means any target of Sanctions, including (1) persons on any list of targets identified or designated pursuant to any Sanctions, (2) persons, countries, or territories that are the target of any territorial or country-based Sanctions program, (3) persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (4) persons otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

18. Laws governing this agreement

The laws of the state of South Dakota shall govern this Agreement. If any part of this Agreement cannot be enforced, this fact will not affect the rest of this Agreement. Lender may delay or forego enforcing any of its rights or remedies under this Agreement without losing them. Notwithstanding anything to the contrary, this Agreement shall not require or permit the payment, taking, reserving, receiving, collection, or charging of any sums constituting interest that exceed any maximum amount of interest permitted by applicable law. Any such excess interest shall be credited against the then unpaid principal balance or refunded to Customer. Without limiting the foregoing, all calculations to determine whether interest exceeds the maximum amount shall be made by amortizing, pro-rating, allocating, and spreading such sums over the full term of the loan.

19. Limitation on Lawsuits

Customer agrees that any lawsuit based upon any cause of action which Customer may have against Lender must be filed within one year from the date that it arises or Customer will be barred from filing the lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which Customer and Lender may lawfully contract to set limitations for bringing suit.

20. Credit Evaluation

Credit reports and re-evaluation of credit: You authorize Lender to obtain business and personal credit bureau reports in the name of the Customer or its owners, at any time. You agree to submit to Lender current financial information in the name of the Customer and to submit to Lender, current financial information in its name, and the name of its owners at any time upon request. Such information shall be used for the purpose of evaluating or re-evaluating Customer's or its owners' creditworthiness. You also authorize Lender to use such information and to share it with its affiliates in order to determine whether you are qualified for other products and services offered by Lender and its affiliates. Lender may report its credit experience with Customer, its owners', and Customer's Loan(s) to third parties. Customer agrees that Lender may release information about Customer, its owners', the Loan Borrower(s)' and/or Customer's Loan to Lender affiliates.

Important Notice about Credit Reporting: Lender may report information about your Loan(s) to credit bureaus and/or consumer reporting agencies in your name or the name of your business organization. Late payments, missed payments, or other defaults on your Loan(s) may be reflected in your personal credit report or your business organization's credit report(s).

21. ARBITRATION

- 1) **Binding Arbitration:** The parties hereto agree, upon demand by any party, to submit any dispute to binding arbitration in accordance with the terms of this Paragraph 19 (the "Arbitration Program"). Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim, or controversy of any kind, in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any other agreement, document or instrument to which this Arbitration Program is attached or in which it appears or is referenced, or any related agreements, documents or instruments or any renewal, extension, modification, or refinancing of any indebtedness or obligation relating to the foregoing, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default, or termination. This provision is a material inducement for the parties entering into the transactions relating to this Agreement, DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.
- 2) **Governing Rules:** Any arbitration proceeding will: (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees, and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute

resolution procedures or the optional procedures for large complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of South Dakota. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding. Nothing contained herein shall be deemed to be a waiver by any party that is a lender of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

- 3) **No Waiver of Provisional Remedies, Self-Help, and Foreclosure:** The arbitration requirement does not limit the right of any party to: (i) foreclose against any real or personal property collateral; (ii) exercising self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment, or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief, including those arising from the exercise of the actions detailed in section (i), (ii), and (iii) of this paragraph.
- 4) **Arbitrator Qualifications and Powers:** Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator must be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.
- 5) **Discovery:** In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.
- 6) **Class Proceedings and Consolidations:** No party shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this Agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.
- 7) **Miscellaneous:** To the maximum extent practicable, the AAA, the arbitrators, and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the obligations that are the subject of this agreement and the termination, amendment, or expiration of any of the documents or any relationship between the parties.
- 8) **SBA Arbitration:** The parties specifically agree that the provisions of the Arbitration Program set forth above are not applicable to any dispute between any party and the U.S. Small Business Administration (the "SBA"), including but not limited to, any dispute with the SBA after purchase of the loan by the SBA.

22. SMALL BUSINESS ADMINISTRATION (SBA)

When SBA is the holder, this Agreement will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax or liability. As to this Agreement, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

24. FACSIMILE AND COUNTERPARTS

This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. This Agreement shall be valid, binding, and enforceable against a party when executed by an authorized individual on behalf of the party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

25. TELEPHONE MONITORING AND CONTACTING YOU

The Lender may monitor or record calls. You agree, in order for Lender to service the Loan or to collect any amounts you may owe, that Lender may from time to time make calls and send text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you. You also expressly consent to Lender sending email messages regarding your Loan to your email address.

26. FINAL AGREEMENT

The persons and entities signing below ("Party", or collectively, the "Parties") acknowledge and agree that each Party's execution of this Agreement constitutes acknowledgment that such Party (i) agrees that there are no oral agreements relating to this Agreement, (ii) agrees that agreements will be binding upon Lender only if in writing and signed by Lender, and (iii) acknowledges receipt of the following Notice, and to the fullest extent allowed by law, agrees to be bound by the terms of this Agreement and this Notice.

Notice: This Document And All Other Documents Relating To This Loan Constitute A Written Loan Agreement Which Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Unwritten Oral Agreements Between The Parties Relating To This Loan.

27. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the Agreement.

28. JOINT AND SEVERAL LIABILITY. The obligations of each Borrower shall be joint and several.

29. STATE SPECIFIC PROVISIONS.

If Borrower is resident of Delaware, Pennsylvania, or Maryland:

Confession Of Judgment. The Undersigned Hereby Irrevocably Authorizes And Empowers Any Attorney-At-Law To Appear In Any Court Of Record And To Confess Judgment Against The Undersigned For The Unpaid Amount Of This Note As Evidenced By An Affidavit Signed By An Officer Of Lender Setting Forth The Amount Then Due, Together With All Indebtedness Provided For Therein (With Or Without Acceleration Of Maturity), Plus Attorneys' Fees Of Ten Percent (10%) Of The Total Indebtedness Or Five Thousand Dollars (\$5,000.00), Whichever Is The Larger Amount For The Collection, Which Borrower And Lender Agree Is Reasonable, Plus Costs Of Suit, And To Release All Errors, And Waive All Rights Of Appeal. The Undersigned Expressly Releases All Errors, Waives All Stay Of Execution, Rights Of Inquisition And Extension Upon Any Levy Upon Real Estate And All Exemption Of Property From Levy And Sale Upon Any Execution Hereon; And The Undersigned Expressly Agrees To Condemnation And Expressly Relinquishes All Rights To Benefits Or Exemptions Under Any And All Exemption Laws Now In Force Or Which May Hereafter Be Enacted. No Single Exercise Of The Foregoing Warrant And Power To Confess Judgment Will Be Deemed To Exhaust The Power, Whether Or Not Any Such Exercise Shall Be Held By Any Court To Be Invalid, Voidable Or Void; But The Power Will Continue Undiminished And May Be Exercised From Time To Time As Lender May Elect Until All Amounts Owing On This Note Have Been Paid In Full. The Undersigned Hereby Waives And Releases Any And All Claims Or Causes Of Action Which The Undersigned Might Have Against Any Attorney Acting Under The Terms Of Authority Which The Undersigned Has Granted Herein Arising Out Of Or Connected With The Confession Of Judgment Hereunder.

If Borrower is resident of Ohio:

Confession Of Judgment. The Undersigned Hereby Irrevocably Authorizes And Empowers Any Attorney-At-Law To Appear In Any Court Of Record And To Confess Judgment Against The Undersigned For The Unpaid Amount Of This Note As Evidenced By An Affidavit Signed By An Officer Of Lender Setting Forth The Amount Then Due, Together With All Indebtedness Provided For Therein (With Or Without Acceleration Of Maturity), Plus Attorneys' Fees Of Ten Percent (10%) Of The Total Indebtedness Or Five Thousand Dollars (\$5,000.00), Whichever Is The Larger Amount For The Collection, Which Borrower And Lender Agree Is Reasonable, Plus Costs Of Suit, And To Release All Errors, And Waive All Rights Of Appeal. The Undersigned Expressly Releases All Errors, Waives All Stay Of Execution, Rights Of Inquisition And Extension Upon Any Levy Upon Real Estate And All Exemption Of Property From Levy And Sale Upon Any Execution Hereon; And The Undersigned Expressly Agrees To Condemnation And Expressly Relinquishes All Rights To Benefits Or Exemptions Under Any And All

Exemption Laws Now In Force Or Which May Hereafter Be Enacted. No Single Exercise Of The Foregoing Warrant And Power To Confess Judgment Will Be Deemed To Exhaust The Power, Whether Or Not Any Such Exercise Shall Be Held By Any Court To Be Invalid, Voidable Or Void; But The Power Will Continue Undiminished And May Be Exercised From Time To Time As Lender May Elect Until All Amounts Owing On This Note Have Been Paid In Full. The Undersigned Hereby Waives And Releases Any And All Claims Or Causes Of Action Which The Undersigned Might Have Against Any Attorney Acting Under The Terms Of Authority Which The Undersigned Has Granted Herein Arising Out Of Or Connected With The Confession Of Judgment Hereunder.

WARNING--BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE

If Borrower is resident of Virginia:

Confession Of Judgment. In The Event Of Any Default Under This Instrument, Including, But Not Limited To Any Payment Under This Instrument Not Being Paid When Due, Whether At Maturity, By Acceleration Or Otherwise, Borrower Hereby Irrevocably Appoints And Constitutes Dawn Dibenedetto Whose Address Is 400 N 8Th Street, Suite 1150, Richmond, VA 23219, Borrower's Duly Constituted Attorney-In-Fact To Appear In The Clerk's Office Of The Circuit Court For City Of Richmond, Virginia Or In Any Other Court Of Competent Jurisdiction, And To Confess Judgment Pursuant To The Provisions Of Section 8.01-432 Of The Code Of Virginia Of 1950, As Amended, Against Borrower For All Principal And Interest And Any Other Amounts Due And Payable Under This Instrument As Evidenced By An Affidavit Signed By An Officer Of The Lender Setting Forth The Amount Then Due, Together With Attorney's Fees And Collection Fees As Provided In This Instrument (To The Extent Permitted By Law). This Power Of Attorney Is Coupled With An Interest And May Not Be Terminated By Borrower And Shall Not Be Revoked Or Terminated By Borrower And Shall Not Be Revoked Or Terminated By Borrower's Death, Disability Or Dissolution. If A Copy Of The Instrument, Verified By Affidavit, Shall Have Been Filed In The Above Clerk's Office, It Will Not Be Necessary To File The Original As A Warrant Of Attorney. Borrower Releases All Errors And Waives All Rights Of Appeal, Stay Of Execution, And The Benefit Of All Exemption Laws Now Or Hereafter In Effect. Borrower Shall, Upon Lender's Request, Name Such Additional Or Alternative Person (S) Designated By Lender As Borrower's Duly Constituted Attorney(S)-In-Fact To Confess Judgment Against The Borrower. No Single Exercise Of The Power To Confess Judgment Shall Be Deemed To Exhaust The Power And No Judgment Against Fewer Than All The Persons Constituting The Borrower Shall Bar Subsequent Action Or Judgment Against Any One Or More Of Such Persons Against Whom Judgment Has Not Been Obtained In This Instrument.

If Borrower is resident of Wisconsin:

Each Borrower who is married represents that this obligation is incurred in the interest of his or her marriage or family.

If Borrower is resident of Missouri:

Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you, the Borrower(s), and us, the Lender, from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

If Borrower is resident of Illinois:

Borrower Agrees That Borrower, This Note And All Other Documents Executed In Connection Herewith, Regardless Of The Choice Of Law Made By Lender/Holder, Shall Be Governed By The Provisions Of The Credit Agreements Act (As Enacted By And Interpreted In The State Of Illinois) (815 Ilcs 160Et. Seq.) And As That Act May Be Amended From Time To Time.


If Borrower is resident of Oregon:

Under Oregon Law, Most Agreements, Promises And Commitments Made By Lender Concerning Loans And Other Credit Extensions Which Are Not For Personal, Family, Or Household Purposes Or Secured Solely By Grantor's/Borrower's Residence Must Be In Writing, Express Consideration And Be Signed By An Authorized Representative Of Lender To Be Enforceable.

If Borrower is resident of Washington:

Oral Agreements Or Oral Commitments To Loan Money, Extend Credit, Or To Forbear From Enforcing Repayment Of A Debt Are Not Enforceable Under Washington Law.

Wells Fargo Bank, National Association

By 

Name Division Lending Manager

Title 05/04/2020

Date _____

COPY VIEW

Borrower Acknowledgement and Acceptance

By signing below, and intending to be legally bound, Borrower acknowledges receipt of the Agreement.

East Bay Innovation Academy

By ^{DocuSigned by:}
Michelle Cho
Name (Borrower's Signature)

Title (Borrower's Title)

If Borrower is resident of Delaware, Pennsylvania, Ohio, Maryland or Virginia:

Borrower (Borrower's Name)

Wells Fargo Bank, National Association

Lender

05/04/2020 | 10:40:12 AM PDT

Date

Disclosure for Confession of Judgment

I/We have executed a Promissory Note (the "Note") obligating Borrower to repay the amount described therein.

^{DS}
MC _____
Initials Initials Initials

I/We understand that the Note contains wording that would permit Lender to enter judgment against Borrower in Court, without advance notice to Borrower and without offering Borrower an opportunity to defend against the entry of judgment, and that the judgment may be collected immediately by any legal means.

^{DS}
MC _____
Initials Initials Initials

In executing the Note, Borrower is knowingly, understandingly and voluntarily waiving its rights to resist the entry of judgment against it at the courthouse, including any right to advance notice of the entry of, or execution upon, said judgment, and Borrower is consenting to the confession of judgment.

^{DS}
MC _____
Initials Initials Initials

Cover Sheet

Facility Update

Section: V. Facility
Item: A. Facility Update
Purpose: FYI
Submitted by:
Related Material: EBIA 2020-21 FUA_Final (1).pdf

**FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
EAST BAY INNOVATION ACADEMY
FOR USE OF CLASSROOM SPACE FOR EDUCATIONAL PURPOSES at
3400 MALCOLM AVENUE, OAKLAND, CA 94605**

THIS FACILITIES USE AGREEMENT (“Agreement”) is effective this day of , 2020 by and between the OAKLAND UNIFIED SCHOOL DISTRICT, a California public school district (“District”) and **EAST BAY INNOVATION ACADEMY**, a California non-profit public benefit corporation (“Charter School”) for use of classroom space for educational purposes for grade(s) **6-8**. District and Charter School may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter approved by the Oakland Unified School District under the laws of the Charter Schools Act of 1992 (Education Code §47600 *et seq.*); and

WHEREAS, the District and Charter School enter into this Agreement wherein the District and Charter School mutually agree that the Charter School will occupy classrooms and use facilities (the “Premises”), as particularly described in Exhibit A and located at 3400 Malcolm Avenue, Oakland, CA 94605 (the “School Site”) during the 2020-21 school year.

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

AGREEMENT

- 1. Use of Premises.** District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School’s educational program for grade(s) 6 to 8 in accordance with all applicable federal, state and local regulations relating to the Premises and to the operation of Charter School’s educational program, and all associated uses therewith. Charter School shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.
 - 1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.
 - 1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.

- 1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose not consistent with a public educational facility.
- 1.4. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances. The charter school shall comply with school district policies regarding the operations and maintenance of the school facility and furnishings and equipment, except to the extent variation is approved by the district. However, the charter school need not comply with policies in cases where actual school district practice substantially differs from official policies. Charter School shall comply with District policies and practices regarding Campus Security and Disruptions. Charter School shall comply with the District's most recently published policies and procedures regarding operations and maintenance of the Premises, which are accessible at www.OUSD.org under dropdown menu "Board of Education", "Board Policies." Where the Premises are damaged by the Charter School's invitees and/or guests, and the Charter School's negligence in supervising its invitees and/or guests was a contributing factor, the Charter School's insurance shall be primary for this damage.
- 1.5. Charter School shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the Charter School sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.
- 1.6. **Civic Center Act.** Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq.*) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by the Community shall not interfere with Charter School's educational program or activities. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to the District. District shall be responsible for coordinating access to the Premises under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to the District, unless the Charter School under this Agreement bears the responsibility of paying for day-to-day or routine maintenance, in which case the fee shall be paid to the Charter School.

2. Term.

- 2.1. The term of this Agreement shall be for **one year**. The commencement date shall be July 1, 2020, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2021 ("Term"). However, the Parties agree that Charter School shall take possession of the Premises on a date to be mutually agreed upon between the Parties. The Premises will be made available to Charter not later than August 1, 2020.

3. Use Fee

- 3.1. For and in consideration of the use of the Premises for the Term of this Agreement, Charter School agrees to pay District the 2020-21 Proposition 39 per square foot rate of \$4.94, based on the Charter School's square footage of 27,428 ("Use Fee").
- 3.2. The Use Fee shall be paid quarterly during the school year, according to the following schedule: 25% by October 1, 2020; 25% by December 1, 2020, 25% by March 1, 2021; 25% by July 15, 2021.

3.3. Utilities

The Use Fee does not include the utility charges for the Premises. Charter School shall pay for all utilities charges for the Premises. For the purposes of this Agreement, utilities include all water, irrigation, gas, electricity, telephone, security and fire alarm monitoring, data and communication lines and services (including internet), trash pick-up, and sewage fees. Charter School shall be responsible, at its sole cost and expense, for the furnishing of all services and utilities to the Premises, including, but not limited to, heating, ventilation and air-conditioning, gas, electricity, water, telephone, trash collection, sewage disposal, janitorial and interior and exterior Premises security services. Charter School shall pay the cost of all utilities and other services directly to the applicable utility or service provider.

- 3.4. Charter School acknowledges that late payment by Charter School to District of the Use Fee and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Use Fee or any other sum due from Charter School by 4:00 p.m. within ten (10) days after such amount is due, Charter School shall pay to District, as an additional Use Fee, a late charge equal to five percent (5%) of such overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late charge by District shall in no event constitute a waiver of Charter School's default with respect to the overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

4. **Internet.** The Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for obtaining all hardware at its own expense, as well as upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. Charter School may use any pre-existing T-1 Line located in the Dedicated Space, if any. In the event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from the District's Technology Services Department.

5. **Furnishings and Equipment.** The District shall provide or may place an order for, in accordance with the Proposition 39 regulations, furnishings and equipment, including cafeteria tables, at the Premises for 314.82 in-District ADA by July 15, 2020. These furnishings and equipment shall

remain the property of the District. The furnishings and equipment provided shall be equivalent in quality to those furnishings and equipment provided in the comparison group of schools in accordance with California Code of Regulations, Title 5, section 11969.3, but shall not include hardware used to operate the Charter School's internet and telephone service. The District and the Charter School shall develop a mutually agreeable inventory of furnishings and equipment that will be located at the Premises. District shall only be obligated to replace furnishings and equipment supplied by the District in accordance with District established schedules and practices. In lieu of providing reasonably equivalent furnishings and equipment, the District may provide Charter School a payment or rent credit not to exceed the sum of \$10,000 for the Charter School to purchase its own furnishings and equipment. The District cannot warrant that any furnishings and equipment purchased by the Charter School will meet reasonable equivalence standards.

6. **Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services or equipment, if any. In preparation for school year 2020-21, the District will provide a payment or rent credit to the Charter School for repair of the refrigerator in the kitchen, of up to \$1285.

7. **Shared School Site and Recreational Facilities.** Charter School acknowledges and understands that the Premises are located in an operating public school site. As such, the School Site and the playgrounds, common areas, recreational facilities and other outdoor play areas (collectively "Shared Space") may be used by other parties, including the District. The District and Charter School shall have priority for use of the School Site over other parties, and shall meet and confer with respect to joint use agreements that are in effect between the District and a third party at the time of execution of this Agreement. Charter School shall cooperate with the other parties and the District in reaching amicable arrangements concerning the use, maintenance and security of the Shared Space. To facilitate cooperative working relationships on shared campuses, the District encourages charter schools and District schools on a shared campus to negotiate terms of their arrangements in advance of the beginning of the school year.

8. **Parking.** Charter School shall abide by District and School Site policies concerning the use of parking, including the District policy relating to the drop-off and pick-up of students. Charter School may instruct its visitors, invitees and guests to park on available street parking. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees and guests arising out of the use of parking at or near the Site. District shall not be responsible for any damage to or destruction or loss of any of Charter School or Charter School's visitors, invitees, or guests' personal property located or stored in street parking, or the School Site, except where such damage is caused by the District's negligence or misconduct. Charter School accepts parking "as is" and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.

9. **Proposition 39**

- 9.1. The parties agree that the Charter School's use and occupation of the Premises under this agreement shall constitute an "alternative to specific compliance" for grades 6 to 8 with the provisions of Proposition 39 and its implementing regulations under Cal. Admin. Code tit. 5, § 11969.1(b) for the 2020-21 Prop. 39 cycle.

10. Condition of Premises.

- 10.1. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. District shall, however deliver the Premises to the Charter School in compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards. Charter School, and not the District shall be responsible for compliance with the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards in connection with any modification to or programmatic use of the Premises by Charter School after Charter School takes possession of the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises.
- 10.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School's Program except as set forth herein. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind the District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.
- 10.3. The Parties agree that if the structural elements of the Premises become damaged to a lesser condition than currently exists, and if the structural damage is due to no negligence or fault of Charter School, then District will repair the damage in order to bring it back to a condition which is similar to the condition which existed at the time Charter School took possession of the Premises. District may, however, terminate this Agreement if the cost to repair the Premises exceeds Two Hundred Fifty Thousand dollars (\$250,000) per incident. District may, in its sole discretion, pro-rate the Use Fee during the "repair" period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities. If District elects not to perform a repair estimated to cost in excess of Two Hundred Fifty Thousand dollars (\$250,000), Charter School may elect to remain in possession of the Premises and pay the Pro Rata Share, unless revised through mutual agreement of the Parties, or Charter School may elect to terminate this Agreement. If either District or Charter School terminates this Agreement for just cause as set forth herein, the District shall immediately use its best efforts to immediately provide the Charter School with reasonably equivalent alternative facilities to accommodate its projected in-District ADA for the remaining term of this Agreement.

- 11. Title to School Site(s) / Classroom Buildings.** The Parties acknowledge that title to the School Site and Premises is held by District.

- 12. District's Entry and Access to Premises.** District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"). However, the District may provide less than two school-days' prior written notice with good cause. Provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School immediately upon District's receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.
- 12.1. If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.
- 12.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District in shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.
- 12.3. District may, during the progress of such work, keep and store on the Premises all necessary materials, tools, supplies and equipment, but shall do so in a manner designed to limit the inconvenience, annoyance, disturbance, loss of business, or other damage to Charter School. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.
- 12.4. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, custodial services, or conduct inspections of the Premises. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.
- 12.5. Charter School expressly waives any claim for damages for any inconvenience to or interference with the Charter School's educational program, any loss or use of quiet

enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section.

13. Surrender of Premises.

- 13.1. On the last day of the Term, or on sooner termination of this Agreement, Charter School shall surrender in good order, condition, and repair the Premises to District and any existing improvements made by Charter School that were approved by the District, and any structural improvements made by District subsequent to the Commencement Date, excepting normal ordinary wear and tear, and free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.
- 13.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect.
- 13.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned property shall be the responsibility of the Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.
- 13.4. **Holding Over.** If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.
- 13.5. No payment of money by Charter School after the termination of the Agreement, or after the giving of notice of termination by the District to the Charter School, shall reinstate, continue or extend the Term.
- 13.6. **Overallocation of Space.** The Charter School's projected in-District Average Daily Attendance ("ADA") for the 2020-21 school year, upon which the Premises are provided, is 314.82. The parties agree that the overallocation provisions under the California Code of Regulations, Title 5, section 11969.8 only shall apply to this Agreement.

14. Taxes and Assessments. Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises' address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Nothing in this Section shall be construed to override the requirement in the Section "Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements" of this Agreement that Charter School obtain the express written consent of the District to perform any improvements on the site, unless expressly permitted by this Agreement.

15. Maintenance.

15.1. Charter School agrees to provide, at its own cost and expense, any and all day to day maintenance and operations for the Premises. Maintenance to be provided by Charter School shall be consistent with the standards set forth in Section 1.4 of this Agreement and shall insure safe and healthful use.

15.2. District shall have no day to day maintenance or repair obligations with respect to the Premises. Charter School hereby expressly waives the provisions of Subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in section 1942 of the Civil Code.

15.3. **Deferred Maintenance.** District shall be responsible for the major maintenance of the Premises. For purposes of the Agreement, "major maintenance" includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. The District shall only be obligated to perform deferred maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites.

Routine Repair, Cleaning and General Maintenance – Co-located School Sites. Notwithstanding Sections 15.1 and 15.2, in cases of co-location between the District and Charter School, District shall be responsible for the routine repair, cleaning and general maintenance of the Premises and any furnishing or equipment provided to Charter School. For purposes of the Agreement, "routine repair, cleaning and general maintenance" shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. District shall also be responsible for ongoing operations and maintenance of the facilities on the Premises as defined in California Code of Regulations, Title 5, section 11969.4(b). The District shall only be obligated to perform routine repair, cleaning and general maintenance on the

Premises on an equivalent basis as that performed at other comparable District school sites. Charter School will be responsible for its fair share of routine repair, cleaning, custodial costs of District provided custodian, and general maintenance costs.

16. Title to and Removal of Charter School's Improvements / Premises; Equipment Requirements.

- 16.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from the District. For District consent and approval, Charter School's Improvements must be considered necessary to the operation of Charter School's educational program. The District shall have sole discretion to determine whether or not to provide approval. At the time the District considers the Charter School's request to construct improvements on the Premises, the District will inform the Charter School, in writing, whether it will require the Charter School to remove the Charter School Improvements at the expiration or earlier termination of the Term.
- 16.2. Charter School shall at its expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"), the Field Act (Education Code section 17280 et seq.), any other applicable Building Code requirements, the Americans with Disabilities Act of 1990, (42 U.S.C. § 12101) and applicable State law governing access to facilities, as well as any necessary approvals from any local authority including any Site(s), grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that the District assumes lead agency status for any "project" under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse the District for any and all reasonable costs and expenses related to achieving compliance with CEQA.
- 16.3. Any modifications to the Premises must be approved in writing in advance by District. Charter School's contractor must be approved in advance by District, which approval shall not be unreasonably withheld. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California. bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. Charter School must follow all applicable procurement laws with respect to the Eligible Improvements; issue requests for proposals for all projects to obtain competitive pricing; adhere to prevailing wage laws; shall make best efforts to comply with the local hiring requirements in accordance with District Administrative Regulation and Board Policy 7115 ("Capital Program / Construction Related Local, Small Local and Small Local Resident Business Enterprise Program, and Board Policy"); and adhere to all applicable minimum wage requirements. Charter School is encouraged to incorporate Collaborative for High-Performance Schools standards into the design of all improvements made under this Agreement and is encouraged to incorporate all editions of the California Green Building Standards Code.

- 16.4. Under all circumstances, Charter School must seek and receive approval from the Division of the State Architect for any of Charter School's Improvements if required by DSA.
- 16.5. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of the District.
- 16.6. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements by, at the direction of, the Charter School within the Premises, and from the cost of defending against such claims, including attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:
 - 16.6.1. Record a valid Release of Lien; or
 - 16.6.2. Deposit sufficient cash with the District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or
 - 16.6.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

- 16.7. If required by the District at the time it approved the Charter School's Improvements, on or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If the District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If the District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.

- 17. Safety of Premises.** The School Site, including the Premises, may be monitored by a safety system or protocol implemented, maintained and operated by District (“District’s Safety Measures”). A payment or rent credit of \$8,000 will be provided to bring the system up to that in in the comparison group schools. However, Charter School specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate District’s Safety Measures for either Charter School or the Premises, except that the District’s police service will be responsible for monitoring and surveying the Premises consistent with its practice for other District school sites, will respond to calls for police presence from the Charter School, and will notify the Charter School, consistent with its policies and protocols for all District schools, if the Premises are broken into, defaced, or damaged or District police are otherwise notified about information related to the Premises. Charter School shall develop a School Safety Plan under Education Code section 47605(b)(5)(F)(ii).
- 18. Fingerprinting and Criminal Background Verification.** Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1.
- 19. Default.**
- 19.1. **Charter School’s Default.** The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:
- 19.1.1. The failure of Charter School to promptly pay the Use Fee or other fees or indebtedness identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School; provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the three (3) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;
- 19.1.2. The revocation or non-renewal of the Charter School’s charter, upon exhaustion of any appeals as provided under Education Code sections 47605 or 47607;
- 19.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

- 19.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises;
- 19.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of the Agreement of a petition to have Charter School or any guarantor of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days;
- 19.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, which is false or misleading in any material respect when made or furnished; or
- 19.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Rent and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

- 19.2. **District's Default.** District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion. If the District defaults hereunder, then Charter School may have by reason of such default all remedies available at law or equity, which includes the

remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

19.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. If the District defaults hereunder after receipt of the Charter School's written notice, then Charter School may have by reason of such default remedies including the remedy of self-help and deduction of reasonable self-repair costs from the pro rata share payments owed.

20. Reciprocal Indemnification.

District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District. Except where the losses, costs, damages, expenses, and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by District's negligence or misconduct, to the fullest extent permitted by law, Charter School ("Indemnifying Party") shall indemnify, defend, release and protect District, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:

- (a) Any default by Charter School in the observance or performance of any of the terms, covenants or conditions of the Agreement on Charter School's part to be observed or performed;
- (b) The use or occupancy of the Premises by Charter School of any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invites, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and
- (c) Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by Charter School's negligence or misconduct, to the fullest extent permitted by law, District shall ("Indemnifying Party") shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) (collectively "Claims") incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises

(including without limitation, the operation by District of operations on the Premises), or (ii) in connection with the operations by District at the Premises, including without limiting the generality of the foregoing:

(a) Any default by District in the observance or performance of any of the terms, covenants or conditions of the Agreement on District's part to be observed or performed;

(b) The use or occupancy of the Premises by District or any person claiming by, through or under District or District's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section 20 shall survive the expiration or sooner termination of this Use Agreement. An Indemnifying Party shall, upon request by an Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

(a) Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal.

(b) By the Indemnified Party of a request that Indemnifying Party defend such Liability;

(c) Such defense shall be conducted by reputable attorneys retained by Indemnifying Party and approved by the other Party, and with the prior written approval of all the Indemnified Parties against whom such Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned, all at Indemnifying Party's sole cost and expense. In the event the interests of Indemnifying Party and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(d) Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Indemnifying Party, or any of the directors, officers, agents or employees of Indemnifying Party, in connection with the matters set forth in this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Use Agreement.

21. Insurance.

21.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District, except that insurance through a Joint Powers Authority shall be deemed sufficient under this Agreement. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

- 21.2. Charter School acknowledges that the insurance to be maintained by District on the School Site will not insure any of Charter School's property or improvements made by Charter School.
- 21.3. Charter School shall, at Charter School's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars (\$2,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of One Million dollars (\$1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

21.3.1. State the coverage is primary and any coverage by District is in excess thereto;

21.3.2. Contain a cross liability endorsement; and

21.3.3. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

- 21.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. The District's insurance policy shall be primary in the case of any damage or destruction to the Premises (but not to the Charter School's personal property or alterations or improvements constructed by the Charter School).

21.4.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances.

Fire and casualty insurance premium increases to District due to equipment and/or activities of Charter School (other than based only on the Charter School's occupancy of the Premises) shall be charged to Charter School.

- 21.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District. If the insurer does not provide such notice, Charter School shall provide the District with notice of cancellation of coverage as soon as it becomes aware of such cancellation.
22. **Signs.** Charter School may, at Charter School's sole cost, have the right and entitlement to place onsite signs on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School's signs.
23. **Notice.** Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

DISTRICT:

Oakland Unified School District
Attn: Office of Charter Schools
1000 Broadway, Suite 398
Oakland, CA 94607
charteroffice@ousd.org

CHARTER SCHOOL:

East Bay Innovation Academy
3400 Malcolm Avenue
Oakland, CA 94605

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

- 24. Subcontract, Assignment and Sublease.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.
- 25. Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.
- 26. Independent Contractor Status.** The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- 27. Entire Agreement of Parties.** The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties. Nothing in this provision shall be construed so as to limit, nullify, abridge or modify the Charter School's obligations under its Charter, or the its authorizer's oversight authority.
- 28. California Law.** The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Alameda County.
- 29. Compliance with All Laws.**
- 29.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Charter School's use of the Premises or School Site, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").
- 29.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.
- 29.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be

used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 29.4. **Notice of Hazardous Substance.** Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 29.5. **Inspection.** District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than five(5) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.
- 29.6. **Indemnification.** Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section.
30. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of

to determine whether Charter School is complying with Charter School’s obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.

- 29.6. **Indemnification.** Charter School’s indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School’s covenants under this Section.
- 30. **Attorneys’ Fees.** If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
- 31. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 32. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 33. **Counterparts.** The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 34. **Captions.** The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
- 35. **Severability.** Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
- 36. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 37. **Authorization to Sign Agreement.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

East Bay Innovation Academy

By: Michelle Cho

5/15/20
Date

OAKLAND UNIFIED SCHOOL DISTRICT

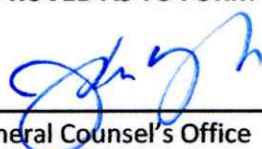
Jody London, President, Board of Education

Date

Kyla Johnson-Trammel, Superintendent/Secretary, Board of Education

Date

APPROVED AS TO FORM



General Counsel's Office

may 15, 2020

Date

JOHN YEH

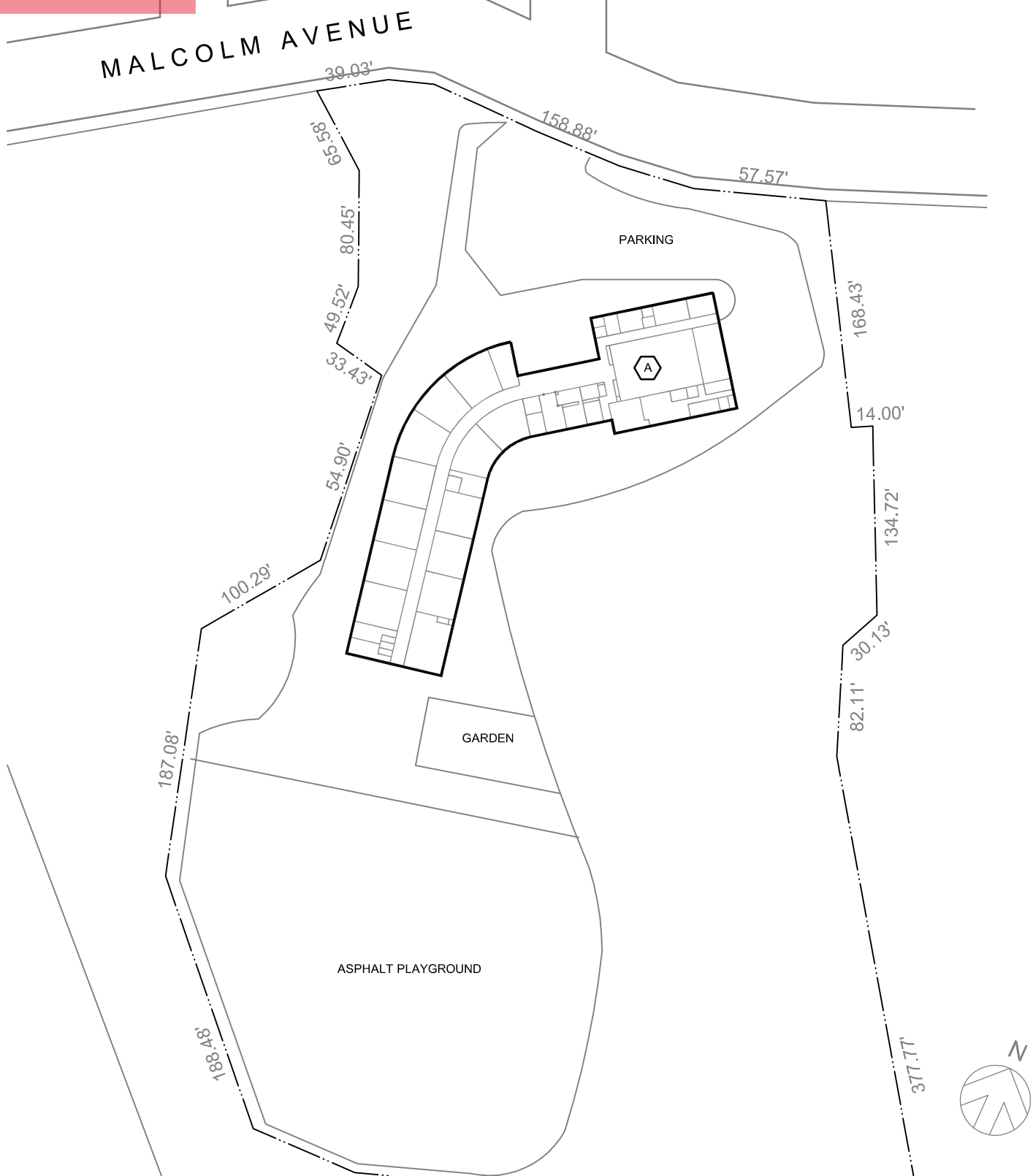
BURKE, WILLIAMS & SORENSEN, LLP

Exhibit "A"
DESCRIPTION OF PREMISES AND SITE

The Premises that are being allocated to Charter School shall consist of space located in the room(s) and area(s) as depicted on the attached School Site maps.

Exclusive Use by
Charter School

Exhibit A



SITE PLAN



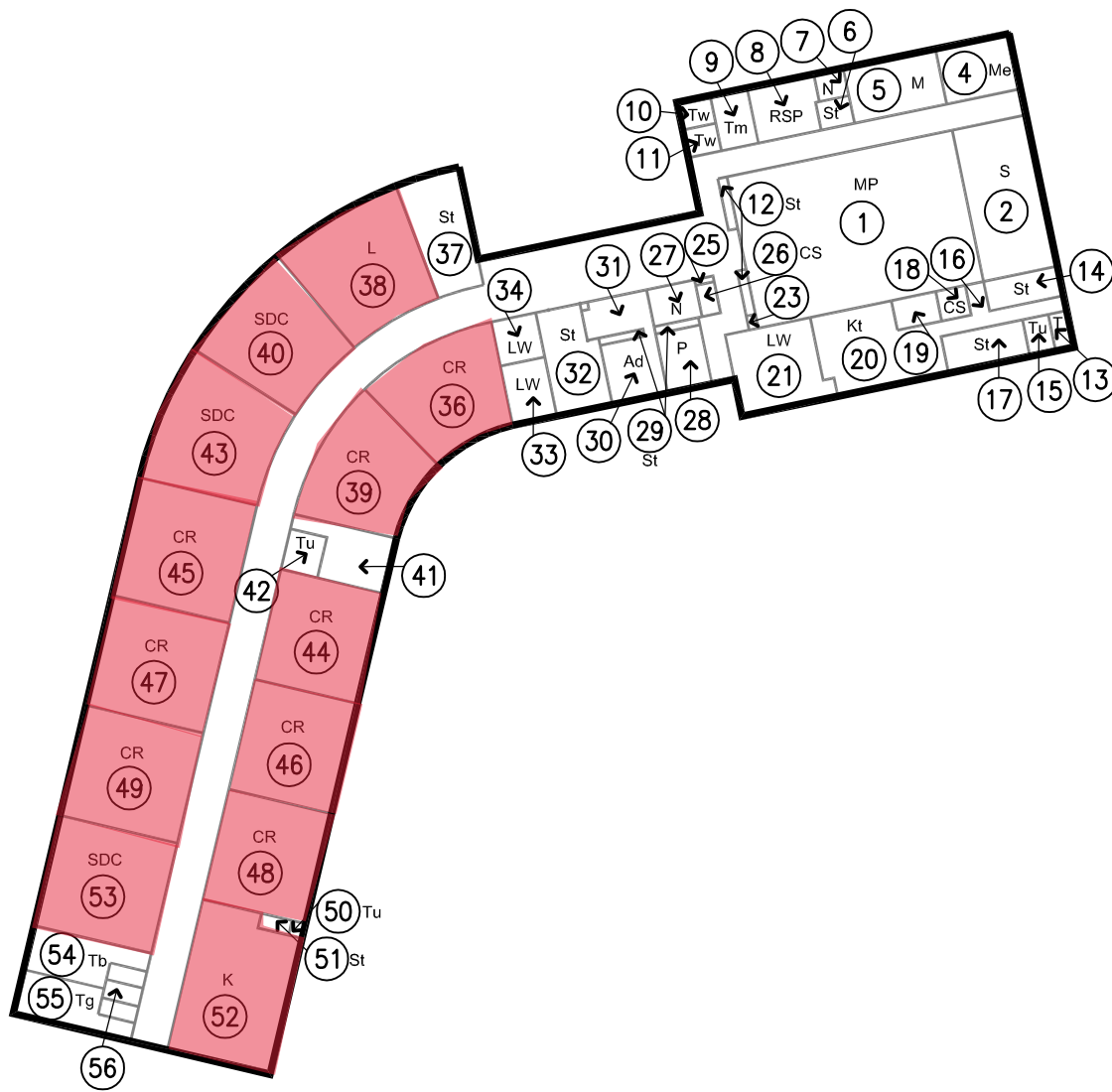
361 17TH STREET OAKLAND CA 94612 518-452-3229

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"