



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday July 8, 2020 at 8:00 PM PDT

Location

Pursuant to the Governor's Executive Order N-29-20, all members of a legislative body and appropriate staff will participate in legislative meetings via phone/video conference until shelter in place order is lifted. Please see meeting link and telephone numbers below to attend and provide public comment at the EBIA Board Meeting.

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/97513549014?pwd=UXZRb3RXdWpIK0NRZ0FSQThVaURiQT09>

Meeting ID: 975 1354 9014

Password: 692625

One tap mobile

+16699009128,,97513549014# US (San Jose)

+12532158782,,97513549014# 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: 975 1354 9014

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

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
Approve minutes for Board Meeting on June 10, 2020			
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			
- May 2020 credit card and check register			
- IT tech support contract 20-21 with Beehively			
III. Academic Excellence			8:23 PM
Academic Excellence			
A. Academic Update	Discuss	Kim Frankel	15 m
- Trimester 3 19-20 update'			
- Schoolwide Priorities for 2020-2021			
B. Re-opening plan for 2020-21	Vote	Michelle Cho	15 m
IV. Finance and Development			8:53 PM
Finance			
A. Finance Update	Discuss	Michelle Cho	15 m
- May 2020 actuals v forecast			
- 20-21 California state budget			
V. Facility			9:08 PM
Facility			
A. Facility Update	Vote	Michelle Cho	5 m
Update on facilities			
- Prop 39/In Lieu Update			
- HNU 20-21 draft agreement			
VI. Other Business			9:13 PM
A. Key Activities and Events	FYI	Rochelle Benning	2 m
Events coming:			
- Aug 10: First Day of School 2020-21			
B. Confirm Board Meeting Dates through 2020 - 2021 School Year	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?			
Wednesday August 19 - 8PM			
Wednesday September 16 - 8PM			
Wednesday October 21 - 8PM			
Wednesday November 18 - 8PM			
December - Winter Break			

C. Public Comment	FYI	Rochelle Benning	10 m
VII. Closing Items			9:35 PM
A. Adjourn Meeting	Vote	Rochelle Benning	1 m

Cover Sheet

Approve Minutes from the Last Board Meeting

Section: I. Opening Items
Item: C. Approve Minutes from the Last Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 10, 2020



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday June 10, 2020 at 8:00 PM

Location

Pursuant to the Governor's Executive Order N-29-20, all members of a legislative body and appropriate staff will participate in legislative meetings via phone/video conference until shelter in place order is lifted. Please see meeting link and telephone numbers below to attend and provide public comment at the EBIA Board Meeting.

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/96944884975?pwd=VEhOWE9uT0R3T2JzdmpTZzhGM2FVZz09>

Meeting ID: 969 4488 4975

Password: 640844

One tap mobile

+16699009128,,96944884975# US (San Jose)

+13462487799,,96944884975# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

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+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 969 4488 4975

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

Directors Present

Brad Edgar (remote), Kelly Garcia (remote), Ken Berrick, Laurie Jacobson Jones (remote), Rochelle Benning

Directors Absent

None

Guests Present

Michelle Cho (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Jun 10, 2020 @ 8:08 PM at Pursuant to the Governor's Executive Order N-29-20, all members of a legislative body and appropriate staff will participate in legislative meetings via phone/video conference until shelter in place order is lifted. Please see meeting link and telephone numbers below to attend and provide public comment at the EBIA Board Meeting.

C. Approve Minutes from the Last Board Meeting

Brad Edgar made a motion to Approve the minutes from the last board meeting. Laurie Jacobson Jones seconded the motion. No questions from the board The board **VOTED** to approve the motion.

Roll Call

Rochelle Benning	Aye
Kelly Garcia	Aye
Ken Berrick	Absent
Brad Edgar	Aye
Laurie Jacobson Jones	Aye

D. Public Comment

Two members present.
One member spoke regarding paycheck repayment program and project based learning.

II. Governance

A. Consent Agenda

Question about the handbook and how COVID implications will be addressed. Brad Edgar made a motion to approve the consent agenda. Kelly Garcia seconded the motion. The board **VOTED** to approve the motion.

Roll Call

Laurie Jacobson Jones	Aye
Ken Berrick	Aye
Rochelle Benning	Aye
Brad Edgar	Aye
Kelly Garcia	Aye

III. Academic Excellence

A. Academic Update

Michelle discussed Trimester 3 academic results.
Michelle discussed the school year 20-21 calendar
Michelle discussed planning for re-opening the school for school year 20-21

B. 2020-21 Staffing Update

Michelle discussed staffing updates for school year 20-21.

C. LCAP Update

Michelle shared an LCAP update.
Ken Berrick made a motion to approve the LCAP.
Brad Edgar seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Kelly Garcia	Aye
Laurie Jacobson Jones	Aye
Rochelle Benning	Aye
Ken Berrick	Aye
Brad Edgar	Aye

IV. Finance and Development

A. 2020-2021 Budget Update

Michelle shared a budget update. For specific details see board packet.
Brad Edgar made a motion to approve the 20-21 mid-year forecast for submission to OUSD.
Kelly Garcia seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Brad Edgar	Aye
Ken Berrick	Aye
Laurie Jacobson Jones	Aye
Rochelle Benning	Aye
Kelly Garcia	Aye

B. 2019 -2020 EBIA Development Updates

Michelle shared a development update.

V. Facility

A. Facility Update

Laurie Jacobson Jones made a motion to approve the draft agreement for the GGA site.
Brad Edgar seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Kelly Garcia	Aye
Laurie Jacobson Jones	Aye
Rochelle Benning	Aye
Brad Edgar	Aye

VI. Other Business

A. Key Activities and Events

Shelley shared some key activities and events. the first day of school is slated for August 10, 2019.

B. Confirm Board Meeting Dates through 2020 - 2021 School Year

Shelley shared the project board meeting dates. For more details see the board packet.

C. Public Comment

One member of the public has comments.

VII. Closing Items

A. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn the meeting.

Brad Edgar seconded the motion.

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

Roll Call

Ken Berrick Aye

Brad Edgar Aye

Rochelle Benning Aye

Kelly Garcia Aye

Laurie Jacobson Jones Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:33 PM.

Respectfully Submitted,
Kelly Garcia

Cover Sheet

Consent Agenda

Section: II. Governance
Item: A. Consent Agenda
Purpose: Vote
Submitted by:
Related Material: EBIA Beehively Tech MSA - 2020.pdf
EBIA May 2020 Check Register.pdf
EBIA_Beehively IT tech support 20-21.pdf



INSIGHT METHODS INC
(DBA BEEHIVELY)
129 E St.
Suite D-3
Davis, CA 95616
Phone: (888) 851-4879 | Fax: (415) 236-6068
contracts@beehively.com

CONTRACT ISSUE DATE: July 1, 2020 | CONTRACT # EBIA-20-0

MASTER SERVICES AGREEMENT

1. Purpose - This Master Services Agreement (MSA) is between INSIGHT METHODS INC DBA BEEHIVELY. (“Beehively”) and East Bay Innovation Academy (“Client”). Beehively will provide IT Services to Client as specified and agreed upon in Individual Service Word Orders (“Work Orders”). Any separately signed and executed Work Order entered into between Client and Beehively shall be fully incorporated within and controlled by this MSA, including the sections “Contract Renewals” and “Contract Termination” below. Although the designated Client is the parish corporation, the parties acknowledge that the services to be performed under any Work Order will be performed for, and at the direction of, the parish school.
2. Term - This MSA begins on the date of acceptance and signature by Client below and shall remain in effect as long as any Work Order Service Term remains in effect or any payments on the Work Order remains outstanding.
3. Services to be Provided - For any period of time in which Client wishes to engage Beehively to provide services, the services will be more specifically defined and agreed upon in individual Work Orders. Each Work Order will have a services description that specifies the specific services provided and the accompanying service details, including any exclusions, and service terms.
4. Confidentiality - Beehively and client understand that during the course of this MSA, they may be exposed to data and information, which are confidential and proprietary to Beehively and Client. All such data and information (hereinafter “Confidential Information”) written or verbal, tangible or intangible, made available, disclosed, or otherwise made known to Beehively and Client and their employees, partners and subcontractors as a result of services under this MSA shall be considered confidential and shall remain Beehively’s or Client’s sole property. Each party agrees that it will not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of the disclosing party, provided that the foregoing obligations shall not apply to Confidential Information which:
 - a. Is or becomes generally available to the public other than as a result of a disclosure by the receiving party;

- b. Becomes available to the receiving party on a non-confidential basis from a source, which is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the disclosing party;
- c. The receiving party develops independently of any disclosure by the disclosing party;
- d. Was in the receiving party's possession or known to the receiving party prior to its receipt from the disclosing party; or
- e. Is required by law to be disclosed.

This obligation of confidentiality and non-disclosure shall remain in effect for a period of three years after the termination of this MSA.

5. Independent Contractor Relationship - For the purposes of this MSA, Beehively is an independent Work Contractor/service provider and nothing contained in this MSA shall be construed to place them in the relationship of partners, principal and agent, or employer and employee. Beehively agrees that it shall have no power or right to bind or obligate Client, nor shall Beehively hold itself out as having such authority. Client shall not represent Beehively as officials, management, or staff of the former; however, Client may represent Beehively as consultants and advisors.

6. Performance of Services - In carrying out its responsibilities under this MSA, Beehively agrees that these services shall be conducted in compliance with, when appropriate, any applicable protocol and specifications and with all applicable laws, rules, and regulations.

7. Communication and Problem Resolution - It is understood by both parties that over the course of the service term misunderstandings, problems, and even mistakes may arise. Both parties agree to promptly notify the other party of any such problems or concerns, either verbally or via email, and to facilitate and work in good faith to quickly resolve the concerns

8. Work Order Renewals - A Work Order length or "Term" is specified within the Terms and Conditions on each Work Order. The parties agree that they will have the ability to negotiate and modify the specific terms of any successive Work Order. If no changes are necessary other than the term of the Work Order, the Work Order will automatically renew, for a 1 year term, annually, on the anniversary of the Work Order "Start Date", as included on the Work Order. The Work Order will not automatically renew if either party exercises its right to Work Order termination, as set forth in Section 9, below.

9. Work Order Termination - There is no early termination option for a Work Order during the Work Order service term, or any Work Order renewal service term, outside of the Cause for Termination Exception as described in Section 10. However, before the end of the current service term, Client may choose not to extend the Work Order beyond the existing year service term, by notifying Beehively at least 90 days prior to the next annual renewal date. Client remains obligated to pay any outstanding payments after the Work Order terminates. After notification, the Work Order term will end at the next renewal date and the Work Order will have been "terminated."

10. Work Order Cause for Termination Exception

a. Client may terminate a Work Order for “Cause” at the end of an existing service term, without further payment liability, and with email notification of Client's intention to terminate, should any of the following occur:

i. Client has asked Beehively to change Client’s onsite support or training personnel and Beehively has not made the change within 90 days of notification.

ii. Client has notified Beehively that Beehively has failed to provide the services described directly below in this section, and Beehively fails to resolve the service problem(s) within 90 days of notification. Such services include:

- (1) Completion of onsite support and EdTech training visits
- (2) Completion of Client management and technology planning

meetings

b. Beehively may terminate a Work Order for “Cause” if payment for any Work Order is not received by Beehively within (90) days of the due date of any such invoice.

11. MSA Termination - This MSA may be terminated for cause by Beehively or by Client, with 30 days’ notice, provided all Work Orders have been terminated AND all payments have been made to Beehively for all Work Orders. Cause for terminating this MSA is defined may occur if:

a. Client has notified Beehively that Beehively has materially breached this MSA, and Beehively fails to cure the breach(s) within 90 days of notification.

12. Limitation of Liability - Client agrees that Beehively's liability for any breach of this MSA or a Work Order by Beehively, shall be limited to the correction or replacement of any defective service or, at Beehively’s option, refund of the purchase price, whichever is less. In addition, in no event shall the Beehively’s liability for breach of this MSA or a Work Order exceed the amount of compensation actually received by Beehively from Client pursuant to the Work Order in question.

13. Indemnification - Client agrees to indemnify, defend and hold harmless Beehively and its affiliates and directors, officers, employees and agents (each, an “Indemnified Party”) from and against any and all losses, claims, actions, damages, liabilities, costs and expenses, including reasonable attorney’s fees and court costs, (collectively, “Losses”), that the Indemnified Party may incur or sustain relating to or arising from or in connection with this MSA (including, without limitation, any Losses arising from or in connection with any study, test, strategy, product or potential product to which this MSA relates) or any litigation, investigation or other proceeding relating to any of the foregoing.

14. Indemnification Procedure - An Indemnified Party shall: (a) give Client notice of any claim or lawsuit (including a copy thereof served) within fifteen (15) days after receiving the claim or lawsuit ; (b) fully cooperate with Client and its legal representatives in the investigation of any matter which is the subject of indemnification; and (c) not unreasonably withhold its approval of the settlement of any such claim, liability, or action by the party which is the subject of this Indemnification provision.

15. Mediation

a. The parties agree that any and all disputes, claims or controversies arising out of or relating to this MSA or any Work Order, that are not fully resolved through the process set forth in Section 7, shall be submitted for mediation.

b. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

c. The parties will cooperate with one another in selecting a mutually-agreeable mediator and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

16. Attorneys' Fees - In the event of any dispute arising from or related to this MSA or Work Order, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, reasonable attorneys' fees, and all other related expenses incurred in such litigation.

17. Force Majeure - In the event either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, inability to procure materials, failure of power or restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather, or any other reason or cause beyond that party's reasonable control, the performance of such act shall be excused for the period of such delay.

18. Non-solicitation - During the entire Work Order service term, and for one (1) year after final Work Order expiration or termination, Client will not, directly or indirectly solicit, hire, or attempt to induce separate or individual services from any employee or affiliate of Beehively without prior written consent of Beehively.

19. Assignment - Beehively may assign this contract with all of its rights and responsibilities to any person, firm, or corporation at any time during the term of this contract, and the assignee shall acquire all of the rights and assume all of Beehively's obligations under this contract.

20. Fee Schedule - Client will be invoiced as delineated in individual Work Orders and Payment shall be made by Client by the due date of the invoice. If payment is not received by Beehively within 60 days of the due date of any invoice, Beehively may suspend client services, at Beehively's discretion, and the outstanding balances due will accrue interest at 2% per month.

21. Notices - Any notice to either party shall be in writing. The notice will be deemed as

given on the date it is received, if the notice is delivered to the following addresses:

If to Beehively: Work Orders Department
Insight Methods Inc.
DBA Beehively
129 E Street, Suite D3, Davis, CA 95616
Contracts@Beehively.com

If to Client: Michelle Cho
CEO
East Bay Innovation Academy
3400 Malcom Ave, Oakland, CA
michelle.cho@eastbayia.org

22. Governing Law/Severability - This MSA, and any Work Order, shall be construed, governed, interpreted, and applied in accordance with the laws of the State of California, and the venue for any civil action shall be the County of Yolo. If any one or more provisions of this MSA shall be found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

23. Entire Agreement - This MSA contains the entire understandings of the parties with respect to its subject matter, and supersedes all previous agreements (oral and written), negotiations, and discussions, except as it relates to provisions incorporated by way of subsequent Work Orders. The parties may modify any of the provisions of the MSA or any Work Order only in writing duly executed by the parties.

24. Waiver of Breach - Any waiver by either party of the breach of any provision of this MSA shall not operate or be construed as a waiver of any subsequent breach.

25. Execution in Counterparts - The parties agree that this MSA may be executed in counterpart and it is the intent of the parties that a copy of the MSA signed by either party, including a copy transmitted via facsimile, shall be deemed to constitute an original of the MSA, shall be fully enforceable against the party, and shall be equally admissible into evidence.

ACKNOWLEDGED, ACCEPTED, AND AGREED TO:

Client Signature

Date

Print Name

Title

Check Register



EBIA

May 2020

Grand Total 180,090.75

Vendor	Check Number	Void	Date	Description	Check Amount
Waste Management Of Alameda County	- None -	Voided	5/4/2020	Journal #EBIA2402-- Bill #2733379-2216-8--Recycling dumpster	(163.04)
OUSD Buildings & Grounds	- None -	Voided	5/4/2020	Journal #EBIA2401-- Bill #EBIA-20C--3rd of 4 payments 2020 Marshall Campus	(31,679.34)
AALRR Attorneys at Law	6555		5/4/2020	Bill #592477--Legal services March 2020	1,525.69
CDW Government	6556		5/4/2020	Bill #XNJ8880--Google Chrome Education Licenses 30x Bill #XQS5286--30 Acer c733 M4020 32/4 Chromebooks and recycling fees	10,060.79
CFI	6557		5/4/2020	Bill #18810--Cartridge toner for Color Laserjet 4700	2,785.88
EdTec	6558		5/4/2020	2020	5,250.00
Michelle Fitts	6559		5/4/2020	Bill #ExpReimb200430--Addams Family show kit and materials	886.80
La Cheim School, Inc	6560		5/4/2020	Bill #ESFeb2020--ES Therapy February 2020	1,424.80
Sandy Park	6561		5/4/2020	Bill #6--WASC support 3 of 4	5,000.00
The Speech Pathology Group	6562		5/4/2020	Bill #INV016008--Anne Swart OT: 8hrs	776.00
Vision Service Plan - (CA)	6563		5/4/2020	Bill #May2020--Vision plan for May 2020	460.23
AT & T	6564		5/13/2020	4/15/20	668.93
AT&T	6565		5/13/2020	4/12/20	668.93
OUSD Buildings & Grounds	6566		5/13/2020	Bill #EBIA-20C--3rd of 4 payments 2020 Marshall Campus	31,679.34
STARLINE SUPPLY COMPANY	6567		5/13/2020	LS	1,002.24
Waste Management Of Alameda County	6568		5/13/2020	Bill #2733379-2216-8--Recycling dumpster	163.04
BambooHR	6569		5/22/2020	6/15	339.50
College Entrance Examination Board	6570		5/22/2020	tests	2,261.00
CCCOE	6571		5/22/2020	Bill #8501.2--Teacher induction second installment (Terrizzi Moore Rizzo)	3,237.50

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
				Bill #1257--Speech and Language Pathology services	
East Bay Speech Pathology, Inc.	6572		5/22/2020	Bill #1240--Speech and Language Pathology services	19,138.00
EdTec	6573		5/22/2020	2020	300.00
				Bill #64069a--Balance owed (missed due date for 5% discount on 3/3/20 invoice)	
Law Offices of Young, Minney & Corr, LLP	6574		5/22/2020	Bill #65044--Legal service through 4/30/20	1,332.45
				Bill #16--Invoice for April 2020 janitorial services US and LS	
Lina's Janitorial Services	6575		5/22/2020		6,000.00
				Bill #EBIA1-2019060001--Lighting operations for 8th grad graduation	
Lit - Production & Design	6576		5/22/2020		75.00
				Bill #IN000031195--School days and residential in February 2020 JW	
Mountain Valley Child & Family Services	6577		5/22/2020		16,663.20
				Bill #EBIA002--Intersession Winter 2020: LS Drum instruction US Vocal Courage	
Notes Music Academy	6578		5/22/2020		2,000.00
Office Depot	6579		5/22/2020	pads	65.89
				Bill #437092--Food service March 2019-- Rev Foods reached out in May 2020 to say this invoice was missed	
Revolution Foods, Inc.	6580		5/22/2020		4,732.25
				Bill #98335a--Paying sales tax which was left off original payment on this invoice	
STARLINE SUPPLY COMPANY	6581		5/22/2020		92.71
				Bill #INV00171145--Sub coverage LS 2/22/20-2/28/20	
Swing Education	6582		5/22/2020		1,662.50
				Bill #ExpReimb200306--Spirit games: mic stand jerseys cookies	
Mick Terrizzi	6583		5/22/2020		239.53
				Bill #022820--11 hours of psychologist consultation: assessment	
Elizabeth Walser	6584		5/22/2020		1,200.00
CoPower	6585		5/26/2020	Bill #2016408--June 2020 dental coverage	2,971.07
				Bill 5/23/2020--Monthly rent of Golden Gate Academy campus	
Golden Gate Academy	6586		5/26/2020		26,745.00
Kaiser Foundation Health Plan	6587		5/26/2020	benefits	26,449.74
				Bill #EBIA20D--Facility use fee for 3400 Malcolm payment 4 2019-20	
OUSD Buildings & Grounds	6588		5/26/2020		31,679.34
				Bill #051820--gas and electric for Marshall 4/13 - 5/11/20	
PG&E	6589		5/26/2020		1,630.35

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
RingCentral Inc.	6590		5/26/2020	Bill #CD000116473--4/29-5/28/20 charges for phone service	765.43

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.



Beehively
129 E St.
Suite D-3
Davis, CA 95616

ISSUE DATE: July 1, 2020 | WORK ORDER # EBIA-20-1

BEEHIVELY TECHNOLOGY SERVICES WORK ORDER

I. Client:

Name: East Bay Innovation Academy
Address: 3400 Malcolm Ave, Oakland, CA

This document details services ordered in accordance with terms laid out in client's MSA.

II. Beehively Technology Services

1. Beehively Foundational IT Services

- a. Ongoing school-wide technology planning including client management meetings and plan revisions throughout the year.
- b. Ongoing network and infrastructure management. Establish architecture, improvement plans, and maintain all aspects of school network infrastructure including internet services, wireless, wired network, security policies, and firewall.
- c. Provides remote support for monitoring, management, preventative maintenance, and troubleshooting with regular and emergency-response based onsite visits when needed.
- d. Tracking of school-wide technology assets and planning for replacements of equipment
- e. Implementing and management of Google Suite for Education, including setup of user accounts, cloud storage, and backup strategy.
- f. Management of vendors and partners related to IT at the school, including subcontracted IT services.



Beehively
 129 E St.
 Suite D-3
 Davis, CA 95616

2. Beehively Student, Staff and Faculty Device Support

- a. Device-level support including maintenance, software upgrades, and establishing management strategies.
- b. Ongoing EdTech training with teachers and staff available throughout the year, including group sessions and one-on-one coaching/support.
- c. Unlimited remote based tech support. The school agrees to maximize and facilitate remote support and remote planning as much as possible.
- d. Includes up to 80 hours annually of onsite tech support visits, including teacher training. Additional on-site hours are \$75/hour per person. *However, before any additional hours are completed or invoiced both the Client and Beehively will agree upon hours and services to be provided.*

3. Exclusions - items not included in this Work Order that can be provided at an additional cost:

- a. Specific project-based work, including hardware purchases/upgrades and implementation, is not included. Examples include major Wi-Fi networks and classroom projector/display installations and upgrades.
- b. Any hardware or software technology, including servers, phones, or any other product or solution not specifically mentioned below.
- a. Does not include management services and support for school server(s) or A/V projector maintenance, cleaning, or repairs.

III. Pricing

Beehively Technology Services	Pricing
Beehively Foundational IT Services (inc Network Management)	\$3,750/month
Beehively Student, Staff and Faculty Device Support (inc EdTech Training)	
20% Bundled Discount	-\$750/month
20% Pandemic Discount	-\$600/month



Beehively
 129 E St.
 Suite D-3
 Davis, CA 95616

July 1, 2020 - June 30, 2021	
Beehively One-time Setup Fee for Technology Services	\$5,000
Setup Fee Paid on Previous Bonsai Contract 1730-18-1	-\$3,000
TOTAL	\$2,400/month + \$2,000 Setup Fee

IV. Terms & Conditions

1. **Student Devices Covered** - Student devices are defined as laptops, tablets, iPads, Chromebooks, or lab computers used by students. The number of devices included in this Work Order is all staff devices and up to 850 student devices. All devices older than 5 years are supported on a “best-effort” basis. Should the number of devices increase by more than 20% during the service term, the monthly costs may increase. Such an increase would require Client approval of a new Work Order.
2. **Printers** - Support for 3 major printers/copiers are included. Additional printers/copiers can be supported for an additional cost.
3. **Work Order Service Term** - The Work Order Service Term will be from July 1, 2020 to June 30, 2021.
4. **Billing Terms**
 - a. The school will be invoiced for this Work Order in **quarterly payments** (3 X the monthly payment) at least 30 days prior to the beginning of each quarter. All invoices are due upon receipt.
 - b. The initial payment (pro-rated for the initial quarter) and the one-time “Setup Fee” are due and payable on the day the Work Order is initiated.
6. **Expiration** - This Work Order will expire 30 days after the “Issue Date” listed at the top of this agreement unless signed. If the Work Order expires a new Work Order will need to be issued.
7. **Terms of Service** - All other Terms of Service for this *Work Order* are bound fully *within and controlled* by the CLIENT’s MASTER SERVICES AGREEMENT (MSA) with Beehively. Should any terms of this Work Order conflict with those of the MSA, the terms of the MSA shall prevail.



Beehively
129 E St.
Suite D-3
Davis, CA 95616

V. Services Agreement

Client acknowledges having read these terms and conditions and agrees to this services agreement.

Client Agreed and Accepted

CLIENT Signature:

Title:

Michelle Cho

ED

Printed Name:

Date:

Michelle Cho

6/26/20

Cover Sheet

Academic Update

Section: III. Academic Excellence
Item: A. Academic Update
Purpose: Discuss
Submitted by:
Related Material: EBIA Academic update July 2020.pdf

Academic Update

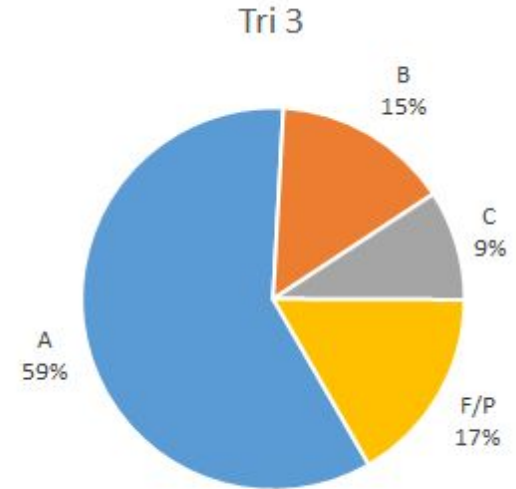
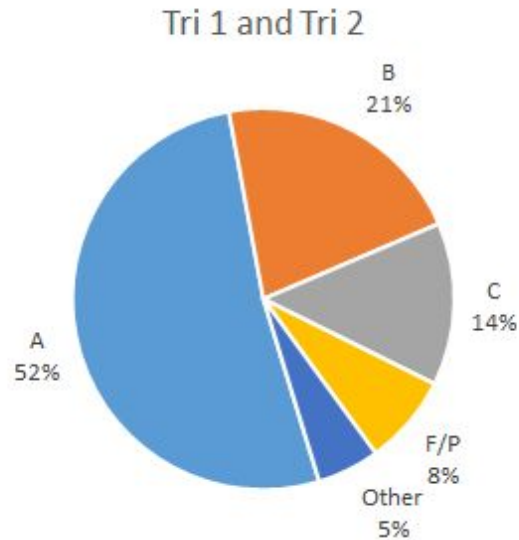
July 2020



Agenda

- Trimester 3 Update
- Schoolwide Priorities 2020 - 21

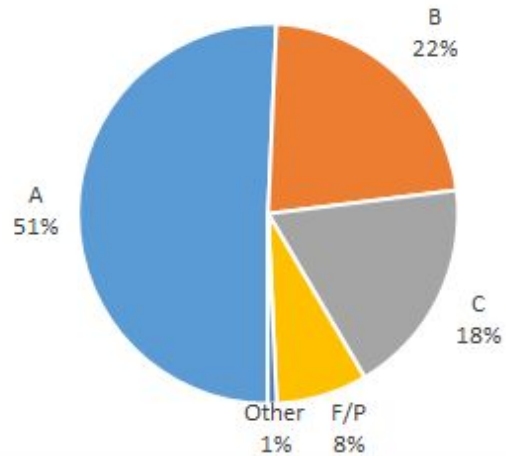
Trimester 3 outcomes, Lower School



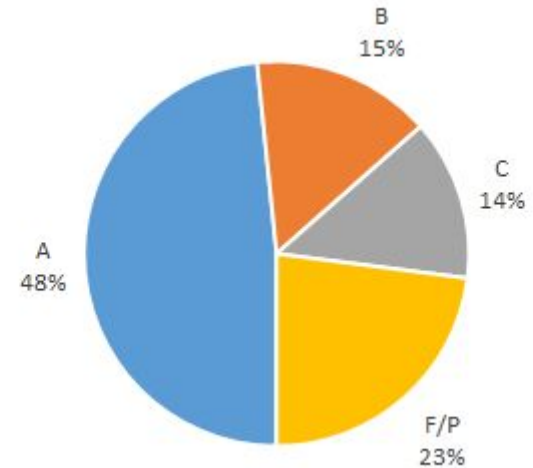
Trimester 3 outcomes, Upper School



Tri 1 and Tri 2



Tri 3



Tri 3 outcomes by grade and race, Lower School

Reported Race	Tri 1 and Tri 2						Tri 3				
	Count	A	B	C	F	Other	Count	A	B	C	P
American Indian or Alaska Native	1	50.00%	28.57%	7.14%	0%	14.29%	1	16.67%	16.67%	33.33%	33.33%
Asian	5	60.00%	14.29%	10.00%	2.86%	12.86%	5	63.33%	26.67%	3.33%	6.67%
Black or African American	34	37.71%	21.82%	17.16%	11.02%	12.29%	34	51.23%	19.21%	7.88%	21.67%
Hispanic	48	42.13%	19.34%	13.19%	13.34%	11.99%	49	57.68%	13.65%	8.53%	20.14%
Native Hawaiian or Other Pacific Islander	3	42.86%	11.90%	9.52%	23.81%	11.90%	3	77.78%	0%	11.11%	11.11%
Two or More Races	13	43.96%	23.08%	14.29%	7.14%	11.54%	13	61.54%	11.54%	12.82%	14.10%
White	23	44.24%	25.23%	12.77%	4.36%	13.40%	25	55.03%	18.79%	12.75%	13.42%
6th Grade Total	127	42.31%	21.15%	14.03%	10.18%	12.33%	130	56.24%	16.09%	9.65%	18.02%
Asian	9	69.44%	24.07%	3.70%	2.78%	0%	9	72.22%	12.96%	5.56%	9.26%
Black or African American	35	38.33%	21.19%	21.67%	18.33%	0.48%	35	36.19%	22.86%	15.71%	25.24%
Hispanic	24	50.00%	25.00%	13.54%	11.46%	0%	24	58.33%	8.33%	6.25%	27.08%
Two or More Races	15	65.00%	26.67%	7.78%	0.56%	0%	15	64.44%	18.89%	13.33%	3.33%
White	36	72.92%	19.21%	6.25%	1.62%	0%	36	75.00%	14.81%	5.09%	5.09%
7th Grade Total	119	56.86%	22.27%	12.25%	8.47%	0.14%	119	58.68%	16.25%	9.52%	15.55%
American Indian or Alaska Native	2	62.50%	12.50%	25.00%	0%	0%	2	50.00%	25.00%	8.33%	16.67%
Asian	5	95.00%	5.00%	0%	0%	0%	5	83.33%	16.67%	0%	0%
Black or African American	26	43.09%	24.44%	23.15%	8.68%	0.64%	26	58.97%	14.10%	13.46%	13.46%
Hispanic	34	50.54%	23.92%	12.63%	8.87%	4.03%	34	57.84%	7.84%	7.84%	26.47%
Native Hawaiian or Other Pacific Islander	2	29.17%	4.17%	58.33%	8.33%	0%	2	41.67%	8.33%	0%	50.00%
Two or More Races	12	61.11%	18.75%	17.36%	2.78%	0%	12	66.67%	8.33%	12.50%	12.50%
White	34	69.61%	18.14%	8.33%	3.68%	0.25%	34	69.12%	15.20%	6.37%	9.31%
8th Grade Total	115	57.56%	20.33%	14.74%	6.03%	1.34%	115	63.04%	12.17%	8.70%	16.09%

- Reverse bell curve in Tri 3, across all grades
- Achievement gaps in 8th narrower than 6th/7th, but grew in Tri 3

Tri 3 outcomes by race, Upper School

Reported Race	Tri 1 and Tri 2						Tri 3				
	Count	A	B	C	F	Other	Count	A	B	C	P
American Indian or Alaska Native	2	16.67%	12.50%	29.17%	41.67%	0%	2	0%	8.33%	16.67%	75.00%
Asian	11	68.18%	18.94%	11.36%	1.52%	0%	11	60.61%	9.09%	13.64%	16.67%
Black or African American	12	31.25%	15.28%	23.61%	29.17%	0.69%	12	18.06%	9.72%	13.89%	58.33%
Hispanic	25	31.60%	27.43%	19.79%	21.18%	0%	25	26.67%	15.33%	14.67%	43.33%
Two or More Races	12	59.72%	18.06%	11.11%	11.11%	0%	12	50.00%	12.50%	12.50%	25.00%
White	16	60.94%	22.40%	16.15%	0%	0.52%	16	57.29%	18.75%	9.38%	14.58%
9th Grade Total	78	46.86%	21.43%	17.32%	14.18%	0.22%	78	39.32%	13.68%	13.03%	33.97%
Asian	2	29.17%	54.17%	8.33%	8.33%	0%	2	50.00%	8.33%	33.33%	8.33%
Black or African American	15	25.00%	26.11%	33.89%	12.78%	2.23%	15	38.89%	26.67%	13.33%	21.11%
Hispanic	29	34.20%	27.87%	22.13%	13.79%	2.01%	29	43.10%	17.24%	14.37%	25.29%
Two or More Races	10	54.17%	24.17%	20.00%	1.67%	0%	10	50.00%	16.67%	25.00%	8.33%
White	21	58.57%	19.92%	18.73%	2.39%	0.40%	21	66.67%	12.70%	11.90%	8.73%
10th Grade Total	77	41.50%	25.57%	22.86%	8.78%	1.31%	77	49.78%	17.53%	15.37%	17.32%
Asian	3	94.44%	5.56%	0%	0%	0%	3	88.89%	11.11%	0%	0%
Black or African American	12	45.14%	34.03%	18.75%	2.08%	0%	12	52.78%	15.28%	19.44%	12.50%
Hispanic	18	54.63%	23.61%	19.44%	2.31%	0%	18	50.93%	12.96%	16.67%	19.44%
Native Hawaiian or Other Pacific Islander	1	16.67%	25.00%	50.00%	8.33%	0%	1	0%	0%	0%	100.00%
Two or More Races	12	72.92%	11.81%	15.28%	0%	0%	12	73.61%	11.11%	5.56%	9.72%
White	14	78.79%	12.12%	7.88%	0%	1.21%	14	64.63%	7.32%	10.98%	17.07%
11th Grade Total	60	63.32%	19.80%	15.34%	1.26%	0.28%	60	60.06%	11.45%	12.57%	15.92%
Asian	1	100.00%	0%	0%	0%	0%	1	100.00%	0%	0%	0%
Black or African American	5	56.90%	29.31%	13.79%	0%	0%	5	44.83%	20.69%	10.34%	24.14%
Hispanic	12	45.65%	21.01%	25.36%	5.80%	2.17%	12	34.78%	17.39%	10.14%	37.68%
Two or More Races	5	73.68%	14.04%	10.53%	0%	1.75%	5	64.29%	10.71%	14.29%	10.71%
White	11	63.16%	23.68%	12.28%	0%	0.88%	10	42.86%	28.57%	16.07%	12.50%
12th Grade Total	34	58.58%	21.37%	16.62%	2.11%	1.32%	33	45.21%	19.68%	12.23%	22.87%

- 9th grade outcomes slipped significantly for almost all sub-groups
- Achievement gaps in 11th/12th significantly narrower than 9th/10th



Instructional Priorities 2020-21

- **Mission**

- Through an emphasis on equity-based instruction we will increase support, especially for our highest need students.

- **Priority**

- Decrease achievement gaps across demographic groups.
- Consistent and effective instruction, embedded within PBL and distance learning.
- Differentiated instruction and support for students with specialized needs.

- **Plan**

- Expand use of data to target the needs of specific groups of learners by building learning scaffolds, leveraging scheduling and using small groups strategically.
- Expand and refine distance-learning teaching methods and strategies, including PBL, that focus on achieving equitable outcomes.
- Continue consistent use of a schoolwide literacy strategy applicable across all content areas and supports students in using reading to learn, especially in math.
- Ensure high attendance and engagement in virtual learning.

Culture and Climate Priorities 2020-21

- **Mission**

- Through the implementation of restorative practices, continue to create a culture and climate that enables equitable student outcomes, celebrates diversity, and promotes social awareness and institutional pride.

- **Priority**

- Expand upon positive school culture and climate, traditions and systems.
- Implement systems to increase diversity and empathy in student interactions, especially in remote setting.
- Increase clarity and consistency of behavioral and attendance expectations across all settings.

- **Plan**

- Communicate and connect with parents for schoolwide expectations and supports for students.
- Implement an SEL curriculum to equitably address diverse needs, including sex and drug education.
- Focus professional development and coaching on relationship building, restorative practices, management, and Covid procedures.
- Ensure high attendance and engagement in all settings, including distance learning.

Student and Support Services 2020-21

- **Mission**

- Provide the identified services necessary for students with specific and diverse needs (IEP, 504, EL) to access free and appropriate public education in the 21st-century project-based inclusion model.

- **Priority**

- Ensure consistent quality of differentiated instruction, specialized academic instruction and student accommodations in the general education and resource classroom at both lower and upper campuses.
- Maintain compliance with federal, state, and local requirements.
- Maintain proactive and transparent student/family relationships.

- **Plan**

- Coordination of student services among teachers, specialists, and families; special education collaboration with general education; maintaining referral and evaluation process.
- Purposeful and deliberate scheduling to support student services and learning needs.
- Continue to hold all annual IEP meetings, and prioritize evaluations on campus as feasible.
- Continue to provide compliant and proactive counseling services, and increase responsiveness to student needs.

Outreach and Operations 2020-21

- **Mission**

- Through commitment to health/safety and organization stability, enable conditions for staff, students and families to pursue the EBIA mission during the COVID-19 pandemic crisis.

- **Priority**

- Manage responses to COVID-19 impact on operations and keep current and potential communities informed in an inviting and inclusive way.
- Mitigate risk and prioritize compliance and essentials in all areas.
- Support at-risk students and families to engage with instruction and EBIA community.
- Engage in WASC accreditation process to examine, refine, and set future goals, and achieve 6-year accreditation.

- **Plan**

- Stay informed on federal/state/local guidance on COVID policies, procedures, and requirements.
- Covid-19 safety and operational preparedness
 - Physical site and supplies that maximize safety and meet agency guidelines.
 - Policies and training that maximize comfort and uniformity for successful community interactions.
 - Technology support that maximizes efficacy of COVID instructional models.
- Reach out to our community through virtual connections and targeted on-site events.
- Meet all WASC deadlines and commitments.



Cover Sheet

Re-opening plan for 2020-21

Section: III. Academic Excellence
Item: B. Re-opening plan for 2020-21
Purpose: Vote
Submitted by:
Related Material: EBIA 20-21 schoolyear Draft Plan.pdf

EBIA School Year 2020-21



Agenda

- Current and anticipated future conditions
- EBIA's priorities
- Guiding considerations
 - Policy and budget
 - Community and instruction
- Proposed instructional models
- Safeguarding against COVID-19 on campus

Current and anticipated future conditions

- Impact of COVID-19 on:
 - Public Health
 - Community spread of COVID-19 increasing
 - Therapeutic treatment or vaccine -- takes time
 - Economic outlook
 - 2020-21 California State budget
 - Economic recovery -- years away
 - Food/housing insecurity expected to increase
 - Education:
 - Achievement gaps
 - Learning loss
 - 21st century learning

EBIA's priorities remain the same

- Health, safety and stability for staff and families
- Instructional and scheduling needs of EBIA community
- Mission and goals

Guiding Considerations: policy and budget

- Offer in-person instruction to the great extent possible... may offer distance learning that includes:
 - *Access to device and connectivity*
 - *Content aligned to grade-level standards with quality and challenge similar to in-person instruction*
 - *Academic and other supports for students not performing at grade level or have specific needs*
 - *IEP services*
 - *English Language development and support for EL learners*
 - *Daily live interaction with certificated staff and peers*
- For full funding, an LEA must provide:
 - 175 instructional days (charter schools)
 - Minimum 240 minutes under immediate supervision of certificated staff each day
 - If distance learning, the sum of time value of assignments

Guiding Considerations: community and instruction

- Small LEA serving grades 6-12
- Facility conditions
- Not a neighborhood school -- students come from every zip code of Oakland and beyond
- Building off Trimester 3
- Learning curve with COVID-19 safeguards - gradual release
- Cohorts -- system of contact and trace
- Social emotional/mental health needs
- Engagement: Lecture/discussion structure, instructional practice, check-ins
- Structural stability and continuity (Math and ELA)



Proposed Instruction Models (Steady State)

----- HYBRID -----

Very High Risk	High Risk	Medium Risk	Medium-low Risk	Low Risk
State/ACPHD order to close	COVID cases increasing OR one or more cases at EBIA	COVID cases stable AND no confirmed cases at EBIA	COVID cases decreasing AND no confirmed cases at EBIA	Vaccine and/or cure available
↓	↓	↓	↓	↓
Distance Learning Only	+ EL/IEP/FRL support in-person 1-2x a week	+ 25-50% Advisory/SEL in-person 1x a week	+25-50% Advisory - Academic (A/B and/or lab classes) 1-2 x a week	Classroom Instruction Only

Proposed Instruction Models (Steady State)

----- HYBRID -----

Instructional Model	Distance Learning	+ EL/IEP/ FRL support in-person 1-2x a week	+ 25-50% Advisory/SEL in-person 1x a week	+50% Advisory_ Academic (A/B or lab classes) 1-2x a week	Classroom Instruction Only
Bell schedule	Virtual bell schedule	Virtual bell schedule	Virtual bell schedule	Virtual/Modified bell schedule	In-person bell schedule
Staff on site	No staff on site	Some staff 2x a week	All staff 2x week or 4x a week part day	All staff 4x a week	All staff 5x a week
Facility Occupancy	No students on site	Some students 2x a week	All students up to 25-50% 2-4x a week	All students up to 50% 4x a week	100% students on site

Extended learning on campus?

- Exploring feasibility of welcoming a few students on campus to social distance and follow any hybrid schedule, under supervision of certificated and support staff
 - Children of essential workers
 - Students behind in academics
 - Any other upon request, pending space (i.e., single parent/guardian)

Orientation (2-3 weeks, TBD)

- Incoming students welcome
- Tech provision, review of platforms
- Assessments
- COVID-19 policies and procedures
- Advisory
- Meet and greet teachers, staff and peers
- Course introduction
- Community building, outside as much as possible!

COVID-19 Safeguards at EBIA

- Culture of Care - consistent, clear + specific, sharing the why
 - Teacher and student training; signage; innovate safe community/connection rituals; ombudsman
- Reduce Exposure
 - Health screening; limited access; cohort bubbles; ventilation; reduce shared touch; confirmed case protocol
- Mouth Covering
 - Required; mask for students, plastic shields for teachers; protocols for drinking/eating
- Hygiene
 - Handwashing; sanitizer and disinfectant; janitorial
- Physical Distancing
 - 5-6' spaced classrooms; non-classroom protocols (bathrooms, front office, etc); controlled arrival + transitions

* Aligned with [ACPHD guidelines](#). Full EBIA document [here](#).

Cover Sheet

Finance Update

Section: IV. Finance and Development
Item: A. Finance Update
Purpose: Discuss
Submitted by:
Related Material: 200702 2020 Final Budget Act Brief FNL.pdf
EBIA 19-20 MAY Financials 2020.07.07 CF.pdf
EBIA 19-20 MAY Financials 2020.07.07 YTD.pdf



2020-21 FINAL BUDGET BRIEF

No LCFF Cuts, But Extensive Payment Deferrals in Final Agreement

State Budget Overview

On June 29, 2020 Governor Gavin Newsom signed the 2020 Budget Act and the implementing Trailer Bill legislation. The budget is a \$202.1 billion spending plan that closes a \$54.3 billion budget shortfall caused by the COVID-19 recession. The 2020-21 State Budget is included in [Senate Bill 74](#) and the implementing Education Budget trailer Bill is [Senate Bill 98](#). A full Budget Summary can be found on the [Department of Finance website](#).

According to the Department of Finance, “at the Governor's Budget in January, the state was projecting a surplus of \$5.6 billion. At the May Revision, the state confronted a budget deficit of \$54.3 billion—a four-month swing of \$60 billion caused by the COVID-19 Recession. The budget closes this gap and brings the state’s resources and spending into balance while preserving reserves for future years.”

The final Budget Act uses several approaches to close the significant funding gap, including:

- \$8.8 billion in spending from state reserves.
- \$11.1 billion in reductions and deferrals, including \$6.6 billion in deferred spending on schools.
- \$10.1 billion in new federal funds for further General Fund relief, including \$8.1 billion already received.
- \$4.4 billion in new revenues through a temporary suspension of business incentive tax credits for businesses operating at net losses.
- \$9.3 billion in special fund borrowing and transfers.
- \$10.6 billion saving from cancelling planned program expansions, updated budget assumptions and other solutions.

K-12 Education

The budget includes total funding of \$98.8 billion (\$48.1 billion General Fund and \$50.7 billion other funds) for all K-12 education programs. Due to declining revenue, the constitutional Proposition 98 guarantee level for 2020-21 is \$70.9 billion- more than \$10 billion below the minimum guarantee at the 2019 Budget Act. However, the budget offsets this loss by deferring \$12.9 billion in payments into the next fiscal year to preserve programs and includes \$5.3 billion to mitigate learning loss and support the immediate needs of students and schools. The state has also committed to purchasing personal protective equipment and other supplies needed to reopen schools safely. Other highlights for K-12 and charter schools, discussed in more detail through this Brief, include:



California
Charter Schools
Association

www.ccsa.org

- Funding for the Local Control Funding Formula (LCFF) at the 2019-20 rates but imposing deferrals of nearly \$13 billion in state apportionment payment to schools to achieve this.
- A “hold-harmless” in the 2020-21 fiscal year that funds average daily attendance based on the 2019-20 year, except for new charter schools commencing instruction in 2020-21. (Some accommodation for growing schools and districts is expected to be addressed in the coming weeks.)
- Suspension of traditional ADA accounting for 2020-21, with new rules and procedures on tracking student engagement and reopening schools safely.
- \$5.3 billion in funds to site-based schools to support COVID-related learning loss and provide program supports.
- No Cost of Living Adjustment (COLA) for LCFF or other categorical programs.
- An increase in special education per pupil base rates to \$625 pursuant to a new funding formula.
- No cut to total funding for the SB 740 Charter School Facility Grant Program, retaining total funding at \$137 million.
- A redirection of \$2.3 billion designated for long-term unfunded pension liabilities to reduce Local Educational Agency (LEA) employer contribution rates in the next two years.
- A material revision exemption for site-based charter schools offering distance learning and for new and growing charter schools that choose to delay.
- Limitations on layoffs of teachers and specified classified employees for school districts. However, this provision does not apply to charter schools.

Proposition 98

The provisions of Proposition 98 (1988) establish a minimum funding guarantee for TK through community college education based on complex calculations and interactions of a number of economic and demographic variables. TK-12 education receives approximately 89 percent of Proposition 98 guarantee, with the remainder allocated to community colleges.

Proposition 98 Adjustments for the 2019-20: For 2019-20, the guarantee has decreased about \$3.89 billion compared to the Governor’s January proposal. However, due to several adjustments such as one-time reserves, recapture of unspent funds, and a significant payment deferral from June to July 2020, the budget does not require any operational cuts for the 2019-20 year.

Proposition 98 Funding for 2020-21: The Proposition 98 guarantee in 2020-21 is \$70.89 billion. This is a decrease of about \$13.16 billion from the January estimate. The budget uses several tools such as apportionment deferrals, elimination of COLA and backfill of federal and other funds to partially offset this significant reduction. As a result, LCFF rates will stay flat compared to current year funding with no cut nor COLA provided. These adjustments are discussed in more detail below.

Proposition 98 Guarantee: 2020-21 Final Budget Act			
(Dollars in Billions)			
Total Prop. 98	2018-19	2019-20	2020-21
January 2020 Estimate	78.45	81.57	84.05
Final Budget Act	78.52	77.68	70.89
Difference	0.07	-3.89	-13.16



Local Control Funding Formula (LCFF)

The Final Budget Act retains the LCFF rates at the 2019-20 fiscal year levels, avoiding the cuts that had been proposed in May, but suspending any COLA. The budget does not propose any other significant changes or adjustments to the LCFF and the basic architecture of the LCFF remains as originally enacted. However, due to significant apportionment deferrals and the cap on school growth (discussed on pages 4 and 6), school must plan carefully for the fiscal year.

The LCFF provides a base target per-pupil rate for grade level span (TK-3, 4-6, 7-8 and 9-12) and additional grade span adjustments for K-3 and high school average daily attendance (ADA). Each pupil who is identified as an English Learner, or who is eligible for free or reduced priced meals (FRPM), or who is a foster youth, generates an additional supplement. Finally, in addition to the base and supplemental grant, districts and charter schools receive an additional weighted grant if they have a high concentration of high-needs pupils overall.

Below are the estimated rates, supplements and multipliers under the LCFF for 2020-21. Actual funding to be received by each school will vary depending on the pupil population.

LCFF Funding Element	LCFF Amounts for 2020-21
Grade TK-3 Base	\$7,702
Grade K-3 Grade Span Adjustment	\$ 801 (10.4% of K-3 target)
Grade 4-6 Base	\$7,818
Grade 7-8 Base	\$8,050
Grade 9-12 Base	\$9,329
Grade 9-12 Grade Span Adjustment	\$ 243 (2.6% of 9-12 target)
Supplement per unduplicated Free or Reduced Priced Meal Eligible Pupil, English Learner or Foster Youth	20% of average base and add-on funding per eligible ADA
Concentration Supplement per pupil above 55% of the lesser of total district or charter percent high need	50% of average base and add-on funding per eligible ADA above 55%

LCFF Tools: The information above provides a brief overview of the LCFF and the estimated component rates for 2020-21. However, an additional tool available is an LCFF calculator developed by the state Fiscal Crisis and Management Assistance Team (FCMAT) to assist schools in estimating LCFF funding. The [FCMAT LCFF Resources page](#) includes the downloadable LCFF calculator. FCMAT has also provided a [Guide for Budget Planning](#) under different scenarios in uncertain times.

In building budgets, charter schools should also include non-LCFF funding sources in their budget planning, such as federal funds, special education funds, the mandate block grant, facility grants, and any other funding the school may receive.

K-12 Education Funding Details

Apportionment Deferrals: The Final Budget Act initiates significant school payment deferrals in the 2019-20, and through 2020-21 fiscal years with an additional deferral from June 2021 into July of 2021 (the 2021-22 fiscal year). These deferrals are necessary to avoid deeper cuts, but also create significant cash flow challenges for many charter schools and school districts. The budget also provides a process for LEAs to request a needs-based exemption to the 2021 deferrals through a process of documenting a



hardship to the LEA. The exemption process was originally initiated in 2010, during the Great Recession, to assist schools with significant cash flow challenges caused by deferrals. Details on the deferral exemption process are found in Education Code Section 14041.8, which requires an application by January 5, 2021.

The following table provides the schedule of apportionment deferrals of state aid payments:

Regularly Scheduled State Payment Date	Date Deferred Payment will be Received	Amount of State Payment Deferred
2020: June	2020: July*	\$4.32 B
2021: February	2021: November	\$1.54 B
March	October	\$2.38 B
April	September	\$2.38 B
May	August	\$2.38 B
June	July*	\$4.23 B

*Deferral crosses fiscal years.

Schools will need to determine the specific impact of these deferrals based on each school's balance of state aid payments and local taxes. EdSource recently published an informative [overview of state deferrals that you can read here](#). The deferrals do not apply to the local in-lieu property tax payments received by charter schools from school districts which should still be paid on the monthly schedule. Therefore, the total amount of state-aid deferrals will be different depending on the local offset. Further, the Budget Act contains a trigger to reduce deferrals if additional federal aid becomes available, but it is still unknown whether or to what degree deferrals may be reduced.

Schools should be evaluating their needs and options for borrowing to cover cashflow during these extensive payment deferrals. In addition to the hardship waivers noted above, other options may include accessing an existing line of credit (or establishing one), borrowing from the county treasury, or participating in Revenue Anticipation Notes through the school district or county office of education. CCSA is also working with the California School Finance Authority and the lender community to establish lower cost opportunities to support charter schools that may need to access short-term loans to level their cash flow during this time. We will keep you posted as these options develop.

COVID Relief: The budget includes a one-time investment of \$5.3 billion in mostly federal relief funds to local educational agencies to address learning loss related to COVID-19 school closures, especially for students most heavily impacted by those closures. Specifically, funds will be allocated in the following manner:

- \$2.9 billion based on the LCFF supplemental and concentration grant allocation as of the 2019-20 second principal apportionment certification (P-2). Nonclassroom-based charter schools are not eligible for these funds. Funds must be used from March 1, 2020 to December 30, 2020.
- \$1.5 billion based on number of students with exceptional needs ages 3-22 as determined by the 2019-20 Fall 1 Census special education data. Nonclassroom-based charter schools are not eligible for these funds. Funds must be used from March 13, 2020 to September 30, 2020.



- \$979.8 million based on total LCFF allocation. The allocation of these funds would include classroom-based and nonclassroom-based charter schools as of 2019-20 P-2. Funds must be used from March 1, 2020 to December 30, 2020.

Funds may be used for a wide range of learning supports that may begin prior to the start of the school year and continuing into the school year such as, increasing instructional time, providing additional academic services or assessments, acquiring instructional materials, supports, or devices or providing support services such as health, counseling or mental health services, meal access or professional development.

Charter School Facility Grants: The SB 740 Facility Grant Program provides partial cost reimbursement to eligible charter schools in leased space. As proposed in May, the Final Budget Act rescinds the program COLA that was proposed in January but retains funding for the program at the 2019-20 level of about \$137 million. Proposed COLAs have been suspended for virtually all categorical programs. However, we note that this program is currently over-subscribed, meaning that schools will get less than their full funding. In April, the California School Finance Authority reported that they project that for 2019-20, rent and lease costs will be pro-rated, and schools will receive approximately 95 percent of eligible awards and that the “Other Costs” category will not be funded. We expect further reductions in grant awards in 2020-21. More program information can be found at the [CSFA website](#).

Special Education: In January, the Governor’s Budget proposed a multi-year process to improve special education finance services and outcomes. The Final Budget Act retains the basic commitment to increase base rates for lower funded LEAs and apply a three-year rolling average of ADA for determining base grants, allocated through the Special Education Local Plan Areas (SELPA). However, the base rate is adjusted to \$625 per ADA in 2020-21. LEAs funded below target rate will receive the increase, but those at or above will not see an increase in their per pupil rate. The budget also includes \$100 million to increase funding for students with low-incidence disabilities.

Federal IDEA funds in the budget include \$15 million in for the Golden State Teachers Scholarship program for the special education teacher pipeline, \$8.6 million to develop alternative dispute resolution processes for cases that arise as a result of challenges faced during the pandemic, and \$1.1 million for a study of the current special education governance and accountability structures.

CalSTRS and CalPERS Pension Relief: For schools and districts that participate in state pension programs, the Final Budget Act provides a fund shift of \$2.3 billion that had previously been allocated to the retirement systems to reduce the long-term unfunded liability. The funds will instead be used for a direct reduction in employer contribution rates. For 2020-21, the CalPERS employer rate is reduced from 22.67 to 20.7 percent and the CalSTRS rate is reduced from 18.41 to 16.15 percent. For 2021-22 the budget reduces the CalPERS employer rate from 24.6 to 22.84 percent, and the CalSTRS rate from 17.9 to 16.02 percent.

Education Trailer Bill

The budget is typically accompanied by supplemental implementing legislation known as Trailer Bills. This year, the Education Trailer Bill ([Senate Bill 98](#)) provides the detail on a number of proposals included in the budget, such as the apportionment deferrals, deferral exemptions, and allocation of the



new federal relief funds noted above. It also includes new requirements for schools to re-start and accommodate Distance Learning as needed, and other clarifications.

School Restarts, Learning Plans and Attendance Reporting for 2020-21: To help minimize additional learning loss related to COVID-19, and accommodate dynamic circumstances in school operations, the budget contains flexibility to provide distance learning as may be necessary and suspends traditional attendance accounting. The Education Trailer Bill contains requirements for distance learning to ensure that, when in-person instruction is not possible, students continue to receive access to a quality education. The details of [these new requirements and flexibilities can be found here](#). Highlights include:

- For the 2020-21 fiscal year, average daily attendance (ADA) shall be based on the 2019-20 year at P-2, except for new charter schools commencing instruction in 2020-21, which will receive a proxy for ADA based on their October enrollment report.
- No Growth funding is provided to growing districts and charter schools. However, the Governor provided a special signing message to SB 98 that noted:

“While maintaining school funding at current levels allows for stability in the public education system, it does not take into account schools that had planned expansions. By not funding those expansions, families enrolled in those schools may be displaced, with impacts exacerbated by the uncertainties caused by COVID-19. I urge members of the Legislature to pursue targeted solutions to these potential disruptions, and will work with you in the coming weeks to enact them.”

Accommodating funding for charter growth is CCSA’s top priority and we will work with the Governor’s team and the Legislature to address the cap on growth funding in the coming weeks.

- LEAs are exempt from the annual minimum instructional minute requirement. However, minimum instructional day requirements and reduced minimum daily instructional minutes apply (3 hours per day for kindergartners, 3 hours, 50 minutes for grades 1-3 and 4 hours for grades 4-12).
- The time requirements may be met through a combination of in-person and distance learning instruction, using a “time value of work” assessment similar to independent study programs.
- Distance learning attendance requirements include documentation of daily student participation, weekly engagement records, and attendance reporting for purposes of chronic absenteeism tracking and intervention.
- Access to devices and connectivity, daily interaction with students and access to nutrition programs are required for students in distance learning.
- Fiscal penalties may apply to local educational agencies offering distance learning that do not meet requirements.
- A material revision exemption for site-based charter schools offering distance learning, and an exemption for schools that may trigger the threshold of being identified as “nonclassroom-based” for purpose of requiring a funding determination, are provided.

In order to ensure transparency around the expenditures of new federal funds, and in alignment with new flexibilities related to distance learning, the budget replaces the December local control and accountability plan (LCAP) with a Learning Continuity and Attendance Plan, to be completed by September 30, 2020 based on stakeholder input in accordance with a template developed by the State Superintendent of Public Instruction (SPI) by August 1, 2020. The plan will require LEAs to address issues such as distance learning, learning loss, mental health, professional development, student engagement and nutrition.



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Other Trailer Bill Issues: The Trailer Bill also includes several policies and clarifications that offer some flexibility for LEAs to help mitigate the impact of funding cuts or impose new requirements or restrictions. Some of these provisions include:

- Clarity on the allocation of funding for charter schools that restructure due to AB 1505 or 1507.
- Amendments to charter renewal criteria to address missing data due to testing and Dashboard suspension in 2019-20.
- Allowance for charter schools to delay opening or adding grades in 2020-21 without a material revision by notifying their authorizer, CDE and affected families by July 17.
- Extension of timelines for various teacher credentialing requirements for new teachers in the pipeline affected by school closures.
 - Extends validity of credentialing examination scores for one year.
 - Extends credentialing application fee timelines for 120 days.
 - Reduces field practice requirements for pupil personnel services credential for one year.
 - Extends transitional kindergarten teacher early childhood education credit requirement by one year.
- Extension of the 2019-20 audit submittal to March 31, 2021.
- Flexibilities for districts on allowable cross-fund transfers and interfund loans.
- Allowance for districts to use proceeds of surplus property sales for one-time needs.
- Specified prohibitions on school district layoffs of teachers and some classified employees. (These prohibitions do not apply to charter schools.)

Budget Facts and Figures

Cost of Living Adjustment (COLA): The education COLA for 2020-21 was estimated at 2.31 percent. However, the budget suspends the application of the COLA for virtually all programs including LCFF, special education, nutrition, mandate block grant and the Charter School Facility Grant Program. The Department of Finance has projected the following COLA estimates for future years, which may assist in long term budget planning:

Year	Estimated COLA
2018-19	3.70%
2019-20	3.26%
2020-21	0.00%*
2021-22	2.48%
2022-23	3.26%

* The statutory COLA for 2020-21 was estimated to be 2.31 percent, but it was not funded.

K-12 Average Daily Attendance (ADA): Department of Finance’s statewide K-12 ADA projections are provided in the following table:

Year	Estimated K-12 ADA	Change from Previous Year
2018-19	5,922,164	-0.64%
2019-20	5,895,591	-0.45%
2020-21	5,858,752	-0.62%



Minimum Wage Increase: Another issue that schools should consider in longer range budget planning is the increase in the minimum wage over the next few years to reach \$15.00 per hour. Despite the fiscal crisis, the budget did not offer any delay of the scheduled minimum wage increases. The state minimum wage increase also may affect the minimum salary for non-hourly, exempt staff. Schools will need to plan for both the wage and salary increases, and related benefits for minimum wage employees and other impacts of these increases. Some local jurisdictions may have increases not reflected here, so schools should also monitor any local action on minimum wage. The following table shows the increase in the minimum wage under state law.

Year	Minimum Wage for Employers with less than 26 Employees	Minimum Wage for Employers with 26 or more Employees
January 1, 2020	\$12.00	\$13.00
January 1, 2021	\$13.00	\$14.00
January 1, 2022	\$14.00	\$15.00
January 1, 2023	\$15.00	\$15.00

Additional Considerations

The considerable uncertainty caused by the COVID pandemic and the associated fiscal crisis will require close attention to several issues that may affect the budget during the year.

- Delayed tax receipts will be reported later in July. If tax payments are even lower than anticipated, further reductions could be required.
- Further support from the federal government is uncertain. The budget contains some restorations, particularly with school deferrals, if the Congress provides significant new funds for California.
- Finally, we all know that school operations, services and finances will be volatile as we accommodate the health circumstances in each of our communities and throughout the state.

CCSA will do everything we can to support you through this time, and keep you updated as circumstances change. We thank you all for the work you do every day!

East Bay Innovation Academy
 Monthly Cash Forecast
 As of May 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 Actual	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	1,074,820		
Revenue														
LCFF Entitlement	196	248,041	329,776	545,523	408,331	408,331	452,395	407,940	698,481	468,816	479,123	503,561	5,417,785	467,271
Federal Income	-	11,615	-	(4,271)	-	1,669	76,497	15,494	11,679	96,166	-	23,446	354,632	122,336
Other State Income	13,947	14,872	28,363	24,320	25,105	39,906	56,607	46,986	171,168	59,593	30,919	19,660	761,496	230,050
Local Revenues	1,822	21,264	3,982	12,792	2,351	1,657	3,356	4,538	12,444	1,291	0	21,479	135,951	48,975
Fundraising and Grants	3,291	3,349	36,899	35,391	13,799	8,642	7,740	3,713	13,181	6,039	10,242	(287)	147,000	5,000
Total Revenue	19,257	299,141	399,020	613,755	449,586	460,206	596,595	478,671	906,953	631,906	520,285	567,859	6,816,864	873,632
Expenses														
Compensation & Benefits	183,366	426,179	475,434	454,992	423,367	421,897	465,190	398,092	400,790	448,851	424,939	373,711	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	4,958	52,030	213,067	-
Services & Other Operating Expenses	100,546	144,661	154,324	125,869	135,732	150,341	172,545	104,893	102,301	113,919	160,324	158,291	1,706,058	82,314
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	300,471	599,325	644,175	611,653	568,718	578,347	661,094	509,411	512,075	574,100	590,220	584,032	6,815,935	82,314
Operating Cash Inflow (Outflow)	(281,214)	(300,184)	(245,155)	2,101	(119,131)	(118,142)	(64,499)	(30,740)	394,878	57,806	(69,936)	(16,173)	930	791,318
Revenues - Prior Year Accruals	585,873	210,423	40,172	142,316	-	-	14,020	(32,554)	8,464	6,511	6,511	12,753		
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)	(22,925)	-		
Summerholdback for Teachers	(89,466)	17,391	17,351	18,410	18,058	18,370	16,409	18,013	17,806	17,542	18,229	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)	952,534	-		
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	1,074,820	1,095,650		

East Bay Innovation Academy

Budget vs. Actuals
As of May close

	Actual			Budget vs. Actual			Budget						% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Budget Remaining	Forecast Remaining	
SUMMARY													
Revenue													
LCFF Entitlement	698,481	468,816	479,123	4,446,953	4,437,894	9,059	5,407,042	5,373,180	5,417,785	44,605	960,089	970,832	82%
Federal Revenue	11,679	96,166	-	208,850	194,088	14,761	299,578	350,025	354,632	4,607	90,728	145,783	59%
Other State Revenues	171,168	59,593	30,919	511,786	698,084	(186,297)	896,083	803,441	761,496	(41,945)	384,297	249,710	67%
Local Revenues	12,444	1,291	0	65,497	107,109	(41,612)	169,001	135,740	135,951	210	103,504	70,454	48%
Fundraising and Grants	13,181	6,039	10,242	142,287	392,680	(250,393)	225,200	136,800	147,000	10,200	82,913	4,713	97%
Total Revenue	906,953	631,906	520,285	5,375,373	5,829,855	(454,482)	6,996,905	6,799,187	6,816,864	17,677	1,621,532	1,441,491	79%
Expenses													
Compensation and Benefits	400,790	448,851	424,939	4,523,098	4,637,229	114,131	4,932,448	4,896,809	4,896,809	-	409,350	373,711	92%
Books and Supplies	8,984	11,330	4,958	161,037	333,233	172,195	348,963	192,785	213,067	(20,282)	187,925	52,030	76%
Services and Other Operating Expenditures	102,301	113,919	160,324	1,465,453	1,493,448	27,995	1,706,437	1,707,656	1,706,058	1,597	240,984	240,605	86%
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	512,075	574,100	590,220	6,149,588	6,463,910	314,321	6,987,848	6,797,250	6,815,935	(18,685)	838,259	666,346	90%
Operating Income	394,878	57,806	(69,936)	(774,216)	(634,055)	(140,161)	9,057	1,937	929	(1,007)	783,273	775,145	
Fund Balance													
Beginning Balance (Unaudited)	(525,464)	(130,586)	(72,780)	631,500	631,500		564,499	631,500	631,500				
Audit Adjustment				(38,002)	(38,002)		-	-	(38,002)				
Beginning Balance (Audited)				593,498	593,498		564,499	631,500	593,498				
Operating Income	394,878	57,806	(69,936)	(774,216)	(634,055)		9,057	1,937	929				
Ending Fund Balance	(130,586)	(72,780)	(142,715)	(180,718)	(40,557)		573,556	633,437	594,427				
Capital Outlay	-	-	-	-	-		-	-	-				

East Bay Innovation Academy

Budget vs. Actuals
As of May close

Detail	Actual			Budget vs. Actual			Budget						
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Budget Remaining	Forecast Remaining	% of Forecast Spent
Enrollment Breakdown	M8	M9											
6							120	133	133	-			
7							118	120	120	-			
8							120	114	114	-			
9							80	79	80	1			
10							85	79	79	-			
11							67	61	61	-			
12							36	33	33	-			
Enrollment Summary							-	-	-	-			
4-6							120	133	133	-			
7-8							238	234	234	-			
9-12							268	252	253	1			
Total Enrolled							626	619	620	1			
ADA %													
4-6							96%	96%	96%				
7-8							96%	96%	96%				
9-12							93%	94%	94%				
Average							95%	95%	96%				
ADA													
4-6							115.2	127.7	129.6				
7-8							228.5	224.6	221.9				
9-12							249.2	236.9	242.0				
Total ADA							592.9	589.2	593.6				
Demographic Information													
Prior Year													
ADA (P-2)							534	534	533.60				
CALPADS Enrollment (for unduplicated % calc)							562	562	562				
# Unduplicated Count (CALPADS)							157	157	157				
# Free & Reduced Lunch (FRL) (CALPADS)							133	133	133				
# ELL (CALPADS)							33	33	33				
Current Year							-	-	-				
CALPADS Enrollment (for unduplicated % calc)							626	617	620				
# Unduplicated Count (CALPADS)							175	207	207				
# Free & Reduced Lunch (FRL) (CALPADS)							148	177	177				
# ELL (CALPADS)							37	39	39				
New Students							68	57	58				

East Bay Innovation Academy

Budget vs. Actuals
As of May close

	Actual			Budget vs. Actual			Budget						% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Budget Remaining	Forecast Remaining	
REVENUE													
LCFF Entitlement													
8011 Charter Schools LCFF - State Aid	477,954	322,855	368,859	3,086,944	3,063,645	23,299	3,796,162	3,751,337	3,809,948	58,612	709,218	723,004	81%
8012 Education Protection Account Entitlement	-	35,697	-	89,057	89,037	20	118,584	117,840	118,716	876	29,527	29,659	75%
8019 State Aid - Prior Years	-	-	-	(195)	-	(195)	-	(195)	(195)	-	195	-	100%
8096 Charter Schools in Lieu of Property Taxes	220,527	110,264	110,264	1,271,147	1,285,211	(14,064)	1,492,297	1,504,198	1,489,316	(14,882)	221,150	218,169	85%
SUBTOTAL - LCFF Entitlement	698,481	468,816	479,123	4,446,953	4,437,894	9,059	5,407,042	5,373,180	5,417,785	44,605	960,089	970,832	82%
8100 Federal Revenue													
8181 Special Education - Entitlement	-	-	-	-	41,448	(41,448)	70,250	70,250	74,797	4,547	70,250	74,797	0%
8182 Special Education Reimbursement	-	65,309	-	132,969	88,823	44,146	150,547	197,240	197,240	-	17,578	64,271	67%
8220 Child Nutrition Programs	2,587	3,945	-	24,383	28,395	(4,012)	31,550	26,037	26,098	60	7,167	1,715	93%
8291 Title I	-	20,935	-	36,429	22,580	13,849	30,107	36,429	36,429	-	(6,322)	-	100%
8292 Title II	6,592	3,477	-	10,069	5,343	4,726	7,124	10,069	10,069	-	(2,945)	-	100%
8294 Title IV	2,500	2,500	-	5,000	7,500	(2,500)	10,000	10,000	10,000	-	5,000	5,000	50%
SUBTOTAL - Federal Income	11,679	96,166	-	208,850	194,088	14,761	299,578	350,025	354,632	4,607	90,728	145,783	59%
8300 Other State Revenues													
8319 Other State Apportionments - Prior Years	-	-	-	3,258	-	3,258	-	3,258	3,258	-	(3,258)	-	100%
8381 Special Education - Entitlement (State)	61,882	30,946	30,919	277,166	263,733	13,433	323,141	316,990	319,346	2,356	45,975	42,180	87%
8382 Special Education Reimbursement (State)	-	-	-	46,124	106,165	(60,041)	179,940	138,960	92,400	(46,560)	133,816	46,276	50%
8520 Child Nutrition - State	175	274	-	2,076	2,524	(448)	3,155	2,170	2,175	5	1,079	99	95%
8545 School Facilities Apportionments	109,111	-	-	109,111	190,647	(81,536)	254,196	237,250	237,250	-	145,085	128,139	46%
8550 Mandated Cost Reimbursements	-	-	-	14,697	14,695	2	14,695	14,881	14,697	(184)	(2)	-	100%
8560 State Lottery Revenue	-	26,961	-	57,802	64,603	(6,801)	120,956	88,380	90,818	2,438	63,154	33,016	64%
8590 All Other State Revenue	-	1,413	-	1,553	55,717	(54,164)	-	1,553	1,553	-	(1,553)	-	100%
SUBTOTAL - Other State Income	171,168	59,593	30,919	511,786	698,084	(186,297)	896,083	803,441	761,496	(41,945)	384,297	249,710	67%
8600 Other Local Revenue													
8634 Food Service Sales	531	345	-	7,485	11,358	(3,873)	12,620	9,179	9,199	20	5,135	1,714	81%
8660 Interest	0	0	0	1	1	0	1	1	1	-	(0)	(0)	104%
8676 After School Program Revenue	-	-	-	29,869	45,000	(15,131)	45,000	30,000	30,000	-	15,131	131	100%
8690 Other Local Revenue	11,913	946	-	28,142	15,650	12,492	18,780	28,760	28,800	40	(9,362)	658	98%
8701 Oakland Measure N	-	-	-	-	-	-	53,600	37,800	37,950	150	53,600	37,950	0%
8703 Oakland Measure G1	-	-	-	-	35,100	(35,100)	39,000	30,000	30,000	-	39,000	30,000	0%
8999 Uncategorized Revenue	(0)	-	-	(0)	-	(0)	-	-	-	-	0	0	
SUBTOTAL - Local Revenues	12,444	1,291	0	65,497	107,109	(41,612)	169,001	135,740	135,951	210	103,504	70,454	48%
8800 Donations/Fundraising													
8801 Donations - Parents	12,981	(4,677)	8,283	116,400	112,680	3,720	125,200	108,800	119,000	10,200	8,800	2,600	98%
8802 Donations - Private	200	10,717	1,960	23,278	235,000	(211,722)	50,000	25,000	25,000	-	26,722	1,722	93%
8803 Fundraising	-	-	-	2,609	45,000	(42,391)	50,000	3,000	3,000	-	47,391	391	87%
SUBTOTAL - Fundraising and Grants	13,181	6,039	10,242	142,287	392,680	(250,393)	225,200	136,800	147,000	10,200	82,913	4,713	97%
TOTAL REVENUE	906,953	631,906	520,285	5,375,373	5,829,855	(454,482)	6,996,905	6,799,187	6,816,864	17,677	1,621,532	1,441,491	79%

East Bay Innovation Academy

Budget vs. Actuals
As of May close

	Actual			Budget vs. Actual			Budget							
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Budget Remaining	Forecast Remaining	% of Forecast Spent	
EXPENSES														
Compensation & Benefits														
1000	Certificated Salaries													
1100	Teachers Salaries	186,854	184,700	189,464	1,895,512	1,934,057	38,545	2,036,439	2,065,534	2,065,534	-	140,927	170,023	92%
1103	Teacher - Substitute Pay	3,683	3,726	5,689	20,521	49,048	28,526	51,500	10,000	10,000	-	30,979	(10,521)	205%
1148	Teacher - Special Ed	17,406	17,406	17,406	170,984	238,735	67,751	264,761	179,237	179,237	-	93,778	8,253	95%
1150	Teacher - Summer School	-	-	-	-	10,000	10,000	10,000	10,000	10,000	-	10,000	10,000	0%
1160	Teacher - Custom 2	13,862	13,862	13,862	136,640	142,000	5,360	142,000	137,821	137,821	-	5,360	1,181	99%
1300	Certificated Supervisor & Administrator Salaries	19,302	19,302	19,302	268,070	217,250	(50,820)	237,000	267,493	267,493	-	(31,070)	(577)	100%
1311	Cert Admin - DESEL, Curr. Instr.	51,856	51,856	51,856	537,669	457,499	(80,170)	499,090	601,526	601,526	-	(38,579)	63,857	89%
SUBTOTAL - Certificated Employees		292,962	290,852	297,579	3,029,396	3,048,589	19,193	3,240,790	3,271,611	3,271,611	-	211,394	242,215	93%
2000 Classified Salaries														
2104	Classified - SPED	16,201	11,816	14,409	136,303	161,402	25,099	177,542	132,720	132,720	-	41,239	(3,583)	103%
2300	Classified Supervisor & Administrator Salaries	8,333	8,333	8,333	124,796	155,115	30,319	169,216	135,516	135,516	-	44,420	10,721	92%
2400	Classified Clerical & Office Salaries	14,686	12,468	12,285	157,734	140,810	(16,925)	151,000	151,000	151,000	-	(6,734)	(6,734)	104%
2402	Classified Clerical & Office Salaries - Community Eng.	6,833	6,833	6,833	75,167	70,340	(4,826)	76,735	82,000	82,000	-	1,568	6,833	92%
2905	Other Classified - After School	4,636	4,636	5,386	50,003	28,350	(21,653)	31,500	76,200	76,200	-	(18,503)	26,196	66%
2928	Other Classified - Food	1,096	-	-	10,650	14,600	3,950	16,223	16,223	16,223	-	5,572	5,572	66%
SUBTOTAL - Classified Employees		51,787	44,087	47,247	554,654	570,617	15,963	622,216	593,659	593,659	-	67,562	39,005	93%
3000 Employee Benefits														
3100	STRS	45,526	45,601	46,671	481,437	499,456	18,019	542,205	559,446	559,446	-	60,768	78,008	86%
3300	OASDI-Medicare-Alternative	11,528	8,790	9,220	97,647	91,641	(6,006)	99,337	93,266	93,266	-	1,690	(4,381)	105%
3400	Health & Welfare Benefits	(5,283)	55,428	23,407	296,209	343,962	47,752	343,962	303,962	303,962	-	47,752	7,752	97%
3500	Unemployment Insurance	418	163	6	18,672	22,425	3,752	25,284	24,833	24,833	-	6,611	6,160	75%
3600	Workers Comp Insurance	3,044	3,044	-	36,529	46,356	9,827	46,356	38,653	38,653	-	9,827	2,124	95%
3900	Other Employee Benefits	809	886	809	8,553	14,184	5,631	12,298	11,381	11,381	-	3,745	2,828	75%
SUBTOTAL - Employee Benefits		56,041	113,912	80,113	939,048	1,018,023	78,976	1,069,442	1,031,539	1,031,539	-	130,394	92,492	91%

East Bay Innovation Academy

Budget vs. Actuals
As of May close

	Actual			Budget vs. Actual			Budget						% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Budget Remaining	Forecast Remaining	
4000 Books & Supplies	-	-	-										
4100 Approved Textbooks & Core Curricula Materials	-	-	-	5,218	15,302	10,085	15,650	7,475	7,500	(25)	10,432	2,282	70%
4200 Books & Other Reference Materials	-	19	-	203	3,040	2,837	3,040	1,040	1,040	-	2,837	837	20%
4300 Materials & Supplies	874	375	-	9,513	19,156	9,643	19,156	16,941	16,972	(31)	9,643	7,459	56%
4320 Educational Software	-	-	-	51,864	48,889	(2,975)	50,000	52,189	52,269	(80)	(1,864)	405	99%
4330 Office Supplies	7,957	3,419	99	31,218	26,396	(4,821)	28,796	31,474	31,520	(46)	(2,422)	302	99%
4335 PE Supplies	-	-	-	46	-	(46)	-	50	50	-	(46)	4	93%
4352 Quest (After School)	153	1,557	127	4,714	9,350	4,636	10,200	5,200	5,200	-	5,486	486	91%
4400 Noncapitalized Equipment	-	2,130	-	3,270	9,350	6,080	10,200	5,200	5,200	-	6,930	1,930	63%
4410 Classroom Furniture, Equipment & Supplies	-	-	-	2,943	19,751	16,808	20,200	10,200	10,200	-	17,257	7,257	29%
4420 Computers (individual items less than \$5k)	-	810	-	1,098	105,056	103,958	107,200	7,200	27,200	(20,000)	106,102	26,102	4%
4423 Staff Computers	-	207	-	1,611	7,997	6,386	8,160	3,160	3,160	-	6,549	1,549	51%
4430 Non Classroom Related Furniture, Equipment & Supp	-	-	-	3,042	10,285	7,243	11,220	6,220	6,220	-	8,178	3,178	49%
4710 Student Food Services	-	2,713	4,732	43,270	56,791	13,520	63,101	43,395	43,496	(101)	19,830	226	99%
4720 Other Food	-	101	-	3,026	1,870	(1,156)	2,040	3,040	3,040	-	(986)	14	100%
SUBTOTAL - Books and Supplies	8,984	11,330	4,958	161,037	333,233	172,195	348,963	192,785	213,067	(20,282)	187,925	52,030	76%

East Bay Innovation Academy

Budget vs. Actuals
As of May close

	Actual			Budget vs. Actual			Budget						% of Forecast Spent
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Budget Remaining	Forecast Remaining	
5000 Services & Other Operating Expenses													
5108 Subagreements 8	-	-	-	-	-	-	-	-	-	-	-	-	-
5210 Conference Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
5220 Travel and Lodging	491	1,034	(491)	6,904	2,295	(4,609)	2,550	8,550	8,900	(350)	(4,354)	1,996	78%
5300 Dues & Memberships	735	340	340	14,153	11,039	(3,114)	12,266	14,566	14,566	-	(1,888)	413	97%
5450 Insurance - Other	3,808	3,808	-	45,687	45,698	11	45,698	46,425	46,500	(75)	11	813	98%
5515 Janitorial, Gardening Services & Supplies	6,484	-	6,000	80,997	72,706	(8,292)	80,784	90,000	90,000	-	(213)	9,003	90%
5535 Utilities - All Utilities	1,558	9,846	1,793	54,629	69,291	14,661	75,590	66,000	66,000	-	20,961	11,371	83%
5610 Rent	30,495	30,495	26,745	337,160	310,684	(26,476)	338,928	338,928	338,928	-	1,768	1,768	99%
5611 Prop 39 Related Costs	-	-	63,359	126,717	95,038	(31,680)	126,717	126,717	126,717	-	(0)	(0)	100%
5615 Repairs and Maintenance - Building	-	-	(237)	4,617	9,180	4,563	10,200	6,200	6,200	-	5,583	1,583	74%
5616 Repairs and Maintenance - Computers	-	-	-	-	8,500	8,500	10,200	10,200	10,200	-	10,200	10,200	0%
5803 Accounting Fees	-	1,365	-	13,401	6,452	(6,949)	12,904	13,401	13,401	-	(497)	-	100%
5806 Assemblies	-	-	(3,000)	508	1,836	1,328	2,040	6,040	6,040	-	1,532	5,532	8%
5809 Banking Fees	63	190	(1,307)	(328)	1,403	1,731	1,530	5,000	5,000	-	1,858	5,328	-7%
5810 Intersession	12,917	9,347	700	49,594	51,645	2,051	68,860	49,090	49,595	(505)	19,266	1	100%
5812 Business Services	7,230	5,250	5,550	60,689	61,710	1,021	67,320	67,320	67,320	-	6,631	6,631	90%
5815 Consultants - Instructional	-	-	-	-	15,300	15,300	15,300	15,000	15,000	-	15,300	15,000	0%
5820 Consultants - Non Instructional - Custom 1	3,000	10,000	-	21,198	25,888	4,690	28,764	21,764	21,764	-	7,567	567	97%
5822 Consultants - Non Instructional - Custom 3	-	-	-	-	15,147	15,147	16,830	6,830	6,830	-	16,830	6,830	0%
5824 District Oversight Fees	-	-	-	-	40,553	40,553	54,070	53,732	54,178	(446)	54,070	54,178	0%
5836 Fingerprinting	-	-	-	1,770	3,472	1,702	3,551	3,561	3,561	-	1,781	1,791	50%
5839 Fundraising Expenses	-	2,532	20	8,549	13,770	5,221	15,300	18,300	13,300	5,000	6,751	4,751	64%
5843 Interest - Loans Less than 1 Year	635	21	4,687	5,463	-	(5,463)	-	783	5,783	(5,000)	(5,463)	320	94%
5845 Legal Fees	8,143	1,797	3,592	48,031	75,600	27,569	84,000	55,000	52,000	3,000	35,969	3,969	92%
5851 Marketing and Student Recruiting	-	1,838	-	2,380	1,624	(757)	1,804	2,512	2,539	(27)	(576)	158	94%
5852 Receivable Sale Fees	-	-	-	4,478	-	(4,478)	-	5,000	5,000	-	(4,478)	522	90%
5857 Payroll Fees	433	367	349	4,671	4,578	(93)	4,994	4,994	4,994	-	323	323	94%
5860 Printing and Reproduction	-	-	-	403	411	8	457	457	457	-	54	54	88%
5863 Professional Development	100	600	-	19,836	18,700	(1,136)	20,400	20,400	20,400	-	564	564	97%
5866 SPED MH Day/NPS Services	6,885	22,363	34,298	296,940	275,000	(21,940)	300,000	339,000	339,000	-	3,060	42,060	88%
5869 Special Education Contract Instructors	9,024	10,059	10,279	92,515	112,500	19,985	125,000	105,000	105,000	-	32,485	12,485	88%
5872 Special Education Encroachment	-	-	-	-	-	-	15,736	15,736	15,736	-	15,736	15,736	0%
5875 Staff Recruiting	-	333	-	1,959	6,876	4,917	7,640	7,640	7,640	-	5,681	5,681	26%
5878 Student Assessment	2,261	-	(2,135)	9,623	13,500	3,877	15,000	15,000	15,000	-	5,377	5,377	64%
5880 Student Health Services	-	-	-	440	371	(69)	412	440	440	-	(28)	-	100%
5881 Student Information System	-	-	-	28,873	26,250	(2,623)	35,000	28,875	28,875	-	6,128	3	100%
5884 Substitutes	6,550	-	(1,663)	53,791	27,000	(26,791)	30,000	60,000	60,000	-	(23,791)	6,209	90%
5887 Technology Services	-	303	9,251	43,161	40,500	(2,661)	45,000	45,000	45,000	-	1,839	1,839	96%
5898 Bad Debt Expense	696	-	-	696	-	(696)	-	696	696	-	(696)	-	100%
5899 Miscellaneous Operating Expenses	20	-	-	1,394	-	(1,394)	-	1,500	1,500	-	(1,394)	106	93%
5900 Communications	727	2,001	2,103	22,628	27,500	4,872	30,000	30,000	30,000	-	7,372	7,372	75%
5915 Postage and Delivery	48	30	89	1,924	1,433	(491)	1,592	2,000	2,000	-	(332)	76	96%
SUBTOTAL - Services & Other Operating Exp.	102,301	113,919	160,324	1,465,453	1,493,448	27,995	1,706,437	1,707,656	1,706,058	1,597	240,984	240,605	86%

East Bay Innovation Academy

Budget vs. Actuals
As of May close

	Actual			Budget vs. Actual			Budget						
	Mar	Apr	May	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Budget Remaining	Forecast Remaining	% of Forecast Spent
6000 Capital Outlay													
6100 Sites & Improvement of Sites	-	-	-	-	-	-	-	-	-	-	-	-	-
6200 Buildings & Improvement of Buildings	-	-	-	-	-	-	-	-	-	-	-	-	-
6300 School Libraries	-	-	-	-	-	-	-	-	-	-	-	-	-
6400 Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
6410 Computers (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-	-
6420 Furniture (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-	-
6430 Other Equipment (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-	-
6500 Equipment Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	512,075	574,100	590,220	6,149,588	6,463,910	314,321	6,987,848	6,797,250	6,815,935	(18,685)	838,259	666,346	90%
6900 Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation	512,075	574,100	590,220	6,149,588	6,463,910	314,321	6,987,848	6,797,250	6,815,935	(18,685)	838,259	666,346	90%

Cover Sheet

Facility Update

Section: V. Facility
Item: A. Facility Update
Purpose: Vote
Submitted by:
Related Material: Facility contract HNU-EBIA_updated_20200707.pdf



HOLY NAMES
UNIVERSITY
Since 1868

HOLY NAMES UNIVERSITY FACILITY LICENSE CONTRACT

July 7, 2020

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

Section 1. Rented Premises and Contracted Services

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

The following facilities are being rented:

Facility	ROOM
Brennan Hall, room 106	Organic Chemistry laboratory
Brennan Hall, room 108	Physics laboratory

Total Facility Fee: \$9,000

The following services are being provided:

- Set-up and clean-up assistance (included, see Section 5b)
- Materials and supplies (billed additionally at cost)

Section 2. Term of Contract

The term of this rental contract is as follows:

Facility	Date	Time	Cost
Brennan Hall (106 and 108)	August 17, 2020- May 31, 2021	Thursdays 1:30 pm - 5 pm; Fridays 8 am - 5 pm	\$9,000

This rental contract shall terminate without notice on: **May 31, 2021, 11:59pm**. On days when the university is closed, whether for scheduled holidays, COVID concerns, or for other emergencies, the licensee shall have no access to the facilities.

HOLY NAMES UNIVERSITY
3500 MOUNTAIN BLVD. OAKLAND, CA 94619 PHONE: 510.436.1000 WWW.HNU.EDU

Section 3. Facility Rent

Licensee shall pay the sum of \$9,000 as the "Facility Rent" for use of the premises and services provided by Holy Names University, in the form of a "cashier's check" or "money order". We also accept VISA & MASTERCARD credit cards. Licensee shall submit four payments of \$2,250 for Facility Rental and services on or before each of the following dates: August 1, 2020, October 1, 2020, January 1, 2021, and April 1, 2021. Licensee is hereby informed that they will be liable to cover fees and/or charges incurred from any transaction involving "stop payment" or "insufficient funds" on the "facility and services payment". _____ initial

Section 4. Materials and supplies

Licensee shall reimburse Holy Names University for the cost of any supplies or materials provided by Holy Names University, including any equipment damaged by licensee. Holy Names University shall provide the licensee with an itemized invoice of relevant charges by January 1, 2021, and again on April 15, 2021. Payment shall be due within 60 days of receipt of the invoice. _____ initial

Section 5. Lab Preparations and Cleaning

- a) Licensee shall provide Holy Names University with a calendar overview of all labs planned for each semester two weeks prior to the first class of each semester. Additionally, licensee shall provide Holy Names University's lab manager with all lab procedures two weeks prior to the lab's scheduled date. _____ initial
- b) Holy Names University's lab manager shall provide licensee with stock solutions, glassware, and other supplies as needed (billed additionally, per Section 1), in a designated spot to allow licensee to prepare for labs. Licensee will prepare lab set-ups, labeling and aliquoting, and placement of equipment in the lab and will assist with clean-up of the lab spaces as their schedule allows. _____ initial

Section 6. Supervision of EBIA students

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

Section 7. Food Service

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

Section 8. Facility Security Deposit

- a) Licensee has paid an additional sum of \$2,000.00, as Security Deposit (on file). Holy Names University, at its option, may refuse to allow the Licensee use of the Premises if Licensee does not execute this Contract and deliver the "Certificate of Liability Insurance Form" by: August 1, 2020. Licensee is hereby informed that they will be liable to cover fees and/or charges incurred from any transaction involving "stop payment" or "insufficient funds" on the "security deposit payment". _____ initial
- b) Licensee's Security Deposit shall be held as a security fee for the faithful performance by Licensee of all the terms, covenants and conditions of this Contract, (including but not limited to repair or any damages to the premises and any excessive cleaning of said premises, upon expiration of this Lease). In the event Licensee fails to keep and perform all the terms, covenants and conditions of this Contract, Holy Names University reserves the option to terminate said Contract. Holy Names University also reserves the right to retain said Security Deposit, or a portion thereof, as may be necessary to compensate Holy Names University for loss, damage, or excessive cleaning of facilities. Upon Licensee's performance of the terms, covenants and conditions of this contract, Holy Names University shall return the security deposit minus any portion necessary for compensation to Holy Names University from any loss, damage, additional services not listed in this contract, or excessive cleaning of facilities. Should the security deposit not be returned in full, Holy Names University should provide the licensee with an itemized invoice of the charges applied to the security deposit, along with the remaining security deposit. _____ initial

Section 9. Cancellation

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

_____ initial

Section 10. Authorized Use

a.) Licensee shall use and occupy the Premises during the term agreed and mentioned in Section 2 for the purpose of chemistry and physics lab instruction. Licensee shall not use or permit the use of said premises for any other purpose without prior written consent of Holy Names University. It is anticipated that no more than 12 students will attend any session. Capacity of the classrooms is dependent upon the current CDC and Alameda County health orders and social distancing policies in effect, and guidelines will be posted in the classroom. If CDC or Alameda County health orders tighten, Holy Names University will provide licensee as much notice as possible if classrooms must be reconfigured and classroom capacities must be reduced. Any significant change in the number of persons attending or the composition of the group, will require the Licensee to give a written notice 48 hours prior to commencement of event.

_____ initial

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

_____ initial

Section 11. Condition of Property

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

_____ initial

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

_____ initial

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

_____ initial

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

_____ initial

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

_____ initial

Section 12. Advertising, Event Notice Compliance

- a) Licensee agrees not to advertise event until a signed Contract by Holy Names University is returned to you. _____ initial
- b) Licensee agrees to comply with Holy Names University rental policy, that Licensee shall in no way in any written or verbal communication including news releases, paid advertisements, posters, flyers, invitations, meeting notices, radio/TV announcements, et cetera, indicate that Holy Names University is a sponsor and/or co-sponsor of the above aforementioned event, or in any way endorses or supports the program, activity, meeting or event. Such notices may use wording such as: "This event is sponsored by EBIA, an independent organization, and is being held on the campus of Holy Names University under a contractual agreement". _____ initial
- c) In addition, the Licensee agrees to submit for Holy Names University approval all written or verbal communication including news releases, paid advertisements, posters, flyers, invitations, meeting notices, radio/TV announcements, et cetera prior to its release and agrees to use said forms of publicity pending Holy Names University approval only. Holy Names University reserves the right to require that any be altered prior to release. Holy Names University may cancel this agreement for any violation of the Section and retain the Security Deposit at its discretion. _____ initial

Section 13. Indemnity

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

Section 14. Arbitration & Attorney's Fees

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

Section 15. Governing Law

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

Section 16. Severability

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

Section 17. Public Liability and Property Damage

- a) Licensee shall take out and maintain with respect to Licensee’s premises and any activities conducted thereon, at Licensee’s expense, Public Liability Insurance, with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence of Bodily Injury and Property Damage Liability insuring against all liability of Licensee and its authorized representatives arising out of and in connection with Licensee’s use or occupancy of the premises. _____ initial
- b) All public liability and property damage insurance shall insure performance by Licensee of the indemnity of Section 10 and shall contain cross-liability endorsements. _____initial
- c) The policy is required to be obtained by Licensee pursuant to the provisions of this Section; shall be with a company and in policy whose form is satisfactory and acceptable to Holy Names University. The policy shall designate Holy Names University as an additional named insured. Licensee shall provide Holy Names University with a “certificate of liability insurance form” by the insurance company issuing the policy required, pursuant to the provisions of this Section. Said certificate shall provide that the insurance there under shall not be altered or cancelled until after ten (10) days written notice to Holy Names University. _____ initial

Section 18. Amendments

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

Section 19. Technical Services & Setups

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

Section 20. Entire Facility Rental Contract

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

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

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

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

By _____
Luis Guerra, VP Facilities & Events

By _____

Date _____

Date _____

By _____
Rob Kinnard, VP Finance and Administration

Date _____