



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday April 21, 2021 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:

hipaa@eastbayia.org EBIA is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/93611320831?pwd=d3pRdzE2cndNc1c4eGFrZDRDdWhpZz09>

Meeting ID: 936 1132 0831

Passcode: 843225

One tap mobile

+16699009128,,93611320831# US (San Jose)

+13462487799,,93611320831# US (Houston)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 936 1132 0831

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
Opening Items			
A. Record East Bay Innovation Academy Board Meeting Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approve Minutes from the Last East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
Approve minutes for Board Meeting on March 17, 2021			
D. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)		Rochelle Benning	15 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
II. Governance			8:18 PM
Governance			
A. Review and Approve East Bay Innovation Academy Consent Agenda Items	Vote	Rochelle Benning	5 m
Consent Agenda Items - EBIA March 2021 Check and Credit Card Register			
III. Academic Excellence			8:23 PM
Academic Excellence			
A. East Bay Innovation Academy Program Updates	Discuss	Michelle Cho	15 m
- college admission update - enrollment update - staff recruitment update			
B. Monthly COVID-19 Update and EBIA Re-Opening Plan Check-In	Discuss	Michelle Cho	10 m
<ul style="list-style-type: none"> • Discuss any emerging issues, regulatory mandates, or guidance from OUSD, Alameda, or California state agencies • Update on in-person instruction 			

	Purpose	Presenter	Time
IV. Finance and Development			8:48 PM
Finance			
A. East Bay Innovation Academy Year To Date Financial Update	Discuss	Michelle Cho	10 m
<ul style="list-style-type: none"> • Review EBIA's Year To Date financial results: March 2021 • Discuss emerging OUSD, Alameda or State financial guidance or issues and the impacts to EBIA's annual budget and multi-year plan • As needed, vote to incorporate any needed modifications to EBIA's annual budget or multi-year plan as a result of new OUSD, Alameda County, or California State guidance. 			
V. East Bay Innovation Facility Matters			8:58 PM
Facility			
A. East Bay Innovation Academy Monthly Facility Update - Approve SY 21-22 Facility Use Agreement with GGA	Vote	Michelle Cho	10 m
VI. Other Business			9:08 PM
A. Confirm Board Meeting Dates through 2020 - 2021 School Year	Discuss	Rochelle Benning	2 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, 5/19/2021			
Wednesday, 6/9/2021			
July 2021 - Summer Break			
August 18, 2021 - 1st Meeting of the 2021 - 2022 School Year			
B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)	FYI	Rochelle Benning	10 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
VII. Closing Items			9:20 PM
A. Adjourn Meeting	Vote	Rochelle Benning	1 m

Cover Sheet

Approve Minutes from the Last East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: C. Approve Minutes from the Last East Bay Innovation
Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on March 17, 2021



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday March 17, 2021 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:

hipaa@eastbayia.org EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

Time: Mar 17, 2021 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92966358578?pwd=ZzZDYjRTbFp0amJnR21hUms5WVc3dz09>

Meeting ID: 929 6635 8578

Passcode: 998966

One tap mobile

+16699009128,,92966358578# US (San Jose)

+12532158782,,92966358578# 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)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 929 6635 8578

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

hipaa@eastbayia.org EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board meeting

Time: Feb 23, 2021 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92700715530?pwd=YkJBUEHgwOUlqNGF2VXpBQ0xHc2VwZz09>

Meeting ID: 927 0071 5530

Passcode: 296985

One tap mobile

+12532158782,,92700715530# US (Tacoma)

+13462487799,,92700715530# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 927 0071 5530

Find your local number: <https://zoom.us/u/anHlf38c>

Directors Present

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

Directors Absent

Ken Berrick

I. Opening Items

A. Record East Bay Innovation Academy Board Meeting Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Mar 17, 2021 at 8:03 PM.

C. Approve Minutes from the Last East Bay Innovation Academy Board Meeting

Laurie Jacobson Jones made a motion to approve the minutes from Board Meeting on 02-23-21.

Rochelle Benning seconded the motion.

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

Roll Call

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

D. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)

No public comment.

II. Governance

A. Review and Approve East Bay Innovation Academy Consent Agenda Items

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

Kelly Garcia seconded the motion.

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

Roll Call

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

III. Academic Excellence

A. East Bay Innovation Academy Program Updates

Michelle discussed the LCAP priorities and an update. For specifics please see the board packet.

B. Monthly COVID-19 Update and EBIA Re-Opening Plan Check-In

Michelle presented the most updated version of a COVID update and the EBIA Re-opening plan. For specifics please see the board packet.

Brad Edgar made a motion to approve the updated EBIA Reopening Plan V3.

Laurie Jacobson Jones seconded the motion.

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

Roll Call

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

IV. Finance and Development

A. East Bay Innovation Academy Year To Date Financial Update

Michelle presented the Year to Date financial reports. For specific details please see the board update.

V. East Bay Innovation Facility Matters

A. East Bay Innovation Academy Monthly Facility Update

Michelle presented a facility update.

VI. Other Business

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

Shelley presented the remaining board meetings for the rest of the year. For specifics please see the agenda.

B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)

No public comment

VII. Closing Items

A. Adjourn Meeting

Rochelle Benning made a motion to adjourn the meeting.

Brad Edgar seconded the motion.

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

Roll Call

Ken Berrick Absent

Laurie Jacobson Jones Aye

Brad Edgar Aye

Rochelle Benning Aye

Kelly Garcia Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:51 PM.

Respectfully Submitted,
Kelly Garcia

Cover Sheet

Review and Approve East Bay Innovation Academy Consent Agenda Items

Section: II. Governance
Item: A. Review and Approve East Bay Innovation Academy Consent
Agenda Items
Purpose: Vote
Submitted by:
Related Material: EBIA Board Check Register - Mar 2021.pdf



Combined Board Check Register

School: EBIA

Month: March 2021

Total Paid By Check: \$ 192,479.94
Total Paid By Credit Card: \$ 2,481.92

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	6907	AT & T	3/16/2021	Bill #16052852--#6883 Internet Service 01/16/21 - 02/15/21		\$ 674.96
Check	6908	Beehively	3/16/2021	Bill #20210032--Beehively Web Services (April - June 2021) Bill #20210041--IT Services (April - June 2021)		\$ 7,920.00
Check	6909	California Charter Schools Association	3/16/2021	Bill #110420--Charter School Membership 1/1/21 - 12/31/21		\$ 6,200.00
Check	6910	CDW Government	3/16/2021	Bill #7800084--Back Order 21qty Acer C933 14 32/4 CHROME Bill #7784439--120 qty Acer C933 14 32/4cHROME (Shipped 99; B/O 21)		\$ 39,951.59
Check	6911	CodeFu	3/16/2021	Bill #01--Winter Intersession 10 Dojo sessions		\$ 1,000.00
Check	6912	Cogent Solutions & Supplies	3/16/2021	Bill #1448617--Qty: 6 case Paper Towel rolls Bill #1447824--Qty 10 case Symmetry Hand Sanitizer Bill #1449905--Qty 35 Roll Hand Towel Dispenser		\$ 1,636.35
Check	6913	CCCOE	3/16/2021	Bill #9137.2--Teacher induction 2nd installment (O'Brien)		\$ 1,125.00
Check	6914	EdTec	3/16/2021	Bill #20910--Sis Supporting; State Reporting; UPS Bill Back 1Z3Y41191290161048 & 1Z3Y41190190161041		\$ 253.84
Check	6915	Get Empowered	3/16/2021	Bill #GE-EBIA0321--Winter Intersession Week 5 days 2 activates for Art Studio and 2 activities for music making		\$ 2,000.00
Check	6916	Kaiser Foundation Health Plan	3/16/2021	Bill #APRIL2021--April 2021 Medical Health Plan		\$ 27,339.11
Check	6917	Linked Learning Alliance	3/16/2021	Bill #1110--Porterville Experiential Site Visit		\$ 950.00
Check	6918	Megan Reed	3/16/2021	Bill #009--Fund and Grant Development Work: 12/01/20 - 01/31/21 (22 Hours)		\$ 1,210.00
Check	6919	Office Depot	3/16/2021	Bill #144537878001--Pack of Lined Legal pad; Box of Manila Files; Pack Laminating pouches Bill #144536180001--Customized Stamp for bank deposit		\$ 52.26
Check	6920	Alameda County Office of Education	3/29/2021	Bill #INV2100352--Access Plus Service according to MOU period 7/1/20 - 6/30/21		\$ 16,350.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	6921	AT&T	3/29/2021	Bill #16040468--#2435 Internet Services 1/13/21 - 2/12/21		\$ 674.96
Check	6922	AALRR Attorneys at Law	3/29/2021	Bill #617855--Legal Services + Interest February 2021		\$ 1,126.33
Check	6923	Bird and Bee Education	3/29/2021	Bill #2101B--LS: 2 Section 1hr presentation for 6th-8th grade; US: 9th 1hr presentation 10 1hr presentation 11th 2x 1hr presentation		\$ 1,500.00
Check	6924	Cogent Solutions & Supplies	3/29/2021	Bill #1452175--Paper Towel Roll Qty: 20		\$ 858.87
Check	6925	CoPower	3/29/2021	Bill #2082648--Dental Plan April 2021		\$ 2,805.64
Check	6926	EBMUD	3/29/2021	Bill #031821--Water Service 01/11/21 - 03/11/21		\$ 1,525.46
Check	6927	East Bay Speech Pathology, Inc.	3/29/2021	Bill #1444--Speech & Language Pathology services		\$ 8,076.00
Check	6928	Edgility Consulting	3/29/2021	Bill #1649--Executive Search Second portion of consulting fee		\$ 17,035.00
Check	6929	EdTec	3/29/2021	Bill #21133--Feb 2021 State Reporting; UPS Bill Back 1Z3Y41190293487513 Bill #21008--Monthly Back Office Service - March 2021		\$ 5,312.65
Check	6930	Michelle Fitts	3/29/2021	Bill #EmpReimb210310--HS Musical material and supplies		\$ 385.91
Check	6931	Golden Gate Academy	3/29/2021	Bill #040121--Monthly use fee for Golden Gate Academy campus Upper School EBIA site		\$ 18,500.00
Check	6932	La Cheim School, Inc	3/29/2021	Bill #JWJAN2021--JW Round trip Transportation; Daily counseling and guidance qty 2; Weekly individual counseling qty 2; Psychological Services qty 2; Day Treatment 2x month qty 1; Parent Counseling 2x month Qty 1 Bill #14864--JW Tuition February 2021		\$ 5,133.75
Check	6933	Law Offices of Young, Minney & Corr, LLP	3/29/2021	Bill #70169--Prop39 Legal Service (2021-22) Bill #69833--Legal Services through 2/28/2021		\$ 3,174.25
Check	6934	Lina's Janitorial Services	3/29/2021	Bill #26--Janitorial Service for US & LS 03/01/21 - 03/31/21		\$ 10,000.00
Check	6935	Megan Reed	3/29/2021	Bill #10--Fund and Grant Development Work: 2/01/21 - 02/28/21 (11 Hours)		\$ 605.00
Check	6936	Mycelium Youth Network	3/29/2021	Bill #1065--Winter Intercession Work; Cost and Assembling of Materials		\$ 2,763.55

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	6937	Office Depot	3/29/2021	Bill #160279533001--Color paper Ream 1 Bill #160197916001--Ream pack of color paper Qty 6; Book Rings Pack; Stamps Qty5 Bill #161509506001--Badge Lanyard 10PK Qty 70 Bill #163038237001--Dry Eraser Magnetic Qty 13; Qty 1 Box envelopes; Qty 1 Large manila envelopes Bill #163722586001--Qty 4pk Address Label ; Qty 2bx Manila folders		\$ 651.06
Check	6938	PG&E	3/29/2021	Bill #031821--Gas & Electric for Marshall 02/10/21 - 03/11/21		\$ 2,400.78
Check	6939	Jei Shepherd	3/29/2021	Bill #031621--LiveScan Fingerprinting Reimbursement		\$ 62.00
Check	6940	Nicole Smith	3/29/2021	Bill #ExpReimb 210308--Assessment BASC REMote Admin form; ABAS Self Report; BRIEF Self report; BRIEF Parent/Teacher Report; BASC Admin Forms and WIAT III 1YR Scoring Subscription		\$ 248.00
Check	6941	Mick Terrizzi	3/29/2021	Bill #EmpReimb 210316--US Hub Soccer Balls Qty 5; US Hub Space Supplies -Ducktape Zip Ties Ext Cor; Hub Intersession Fire starting Kits; Senior Mural Paint; Senior Mral Paint & Xacto Knives & Gloves; Senior Mural OSB Panels & Heavy Duty Traffic Cones		\$ 481.74
Check	6942	Vision Service Plan - (CA)	3/29/2021	Bill #March2021--Vision Plan for March 2021		\$ 451.74
Check	6943	Waste Management Of Alameda County	3/29/2021	Bill #275139522161--Ops Charter March Service		\$ 613.06
Check	6944	Waste Management	3/29/2021	Bill #338057222162--Marshall Elementary March Service 2021		\$ 1,431.08
Credit Card	9515-3612	Amazon.com	3/1/2021	Astrobrights Colored Card Stock 250 sheets		\$ 15.83
Credit Card	9515-2022	ZENDESK	3/1/2021	Support Apps Subscription		\$ 36.00
Credit Card	9515-2022	Dropbox	3/1/2021	3/19 Dropbox Annual Subscription		\$ 119.88
Credit Card	9515-3612	Arizmendi Bakery	3/1/2021	For Staff Light Baked Pizza Whole x12; Veggie x2		\$ 279.00
Credit Card	9515-3612	Amazon.com	3/1/2021	USB 2.0 Printer Cable 2 qty		\$ 17.46
Credit Card	9515-3612	Amazon.com	3/1/2021	Restroom sign for office door 2 qty		\$ 20.74
Credit Card	9515-3612	Amazon.com	3/1/2021	Energizer Max D Batteries 12 count 2qty		\$ 31.16
Credit Card	9515-3612	Amazon.com	3/1/2021	10 inch Playground ball 4qty		\$ 34.64
Credit Card	9515-3612	Amazon.com	3/1/2021	Dixie Ultra Paper plates 300 count; 25pk microphone windscreen		\$ 43.44
Credit Card	9515-3612	Amazon.com	3/1/2021	3 qty Energizer Max D Batteries 12 count		\$ 45.70
Credit Card	9515-3612	Amazon.com	3/1/2021	HotHands Hand Warmers 40 Pair Qty 2		\$ 48.74
Credit Card	9515-3612	Amazon.com	3/1/2021	Expo Marker Assorted 36 count Qty 2		\$ 53.94
Credit Card	9515-3612	Amazon.com	3/1/2021	Energizer MAX D Batteries Qty 3		\$ 60.32
Credit Card	9515-3612	Amazon.com	3/1/2021	100ft Outdoor Extension Cord		\$ 74.05

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-3612	Amazon.com	3/1/2021	Glad Compostable Paper Bowls; Ziploc Storage Bags; 3 Qty Feather Shuttlecocks and Badminton Birdie		\$ 74.07
Credit Card	9515-3612	Amazon.com	3/1/2021	Jewelry Organizer and 2 25ft outdoor Extension Cord		\$ 74.55
Credit Card	9515-3612	Amazon.com	3/1/2021	4qty HotHands Hand Warmers		\$ 97.48
Credit Card	9515-3612	Amazon.com	3/1/2021	Astrobright Colored Cardstock 250sheet 6 qty		\$ 108.88
Credit Card	9515-3612	Amazon.com	3/1/2021	Flexible Name Tag Stickers 4qty		\$ 127.68
Credit Card	9515-3612	Amazon.com	3/1/2021	500lb Capacity Utility Cart		\$ 142.30
Credit Card	9515-3612	Amazon.com	3/1/2021	Avery Name Badges with Lanyards 7qty		\$ 170.66
Credit Card	9515-3612	Amazon.com	3/1/2021	25ft Lighted Outdoor Extension Cord; 2qty Turquoise Canopy Tent; 2 Kelly Green Canopy tent		\$ 805.40
Check	- None -	Mountain Valley Child & Family Services	3/16/2021	Journal #EBIA2578-- Bill #IN000032067--School Days and Residential JW October 2020	Voided	\$ -

Cover Sheet

East Bay Innovation Academy Program Updates

Section: III. Academic Excellence
Item: A. East Bay Innovation Academy Program Updates
Purpose: Discuss
Submitted by:
Related Material: Academic Update April 2021.pdf

Academic Update

April 2021



Agenda

- College and Career Readiness
- Student Enrollment

EBIA college-bound

- 90% of our 4-year college eligible students submitted college applications
- 87% of students applying to a 4-year college have already received 1+ acceptance
- 72% financial aid application completion (46/64)
 - Class of 2020: 63% (20/32)
- Average # of applications: 7.2
 - Class of 2020: ~6
- Comm college applications coming soon

Class of 2021 Highlights

- First National Merit Semi-finalist (based on PSAT scores)
- First NCAA athlete-scholar at a Division I School
- First QuestBridge Scholarship Finalist (full, 4-year scholarship worth over \$200,000)
- First Posse Scholarship Recipient (mentorship and full-tuition leadership scholarship for 4 years)
- First military academy acceptance
- A-G completion:
 - Of the 15 African-American EBIA graduates, 14 will be A-G ready (93%)
 - Of the 20 Lantinx EBIA graduates, 19 will be A-G ready (95%)

Admissions (Intent to enroll in **bold**)

- Arizona State University
- Beloit College
- Boston College
- Claremont McKenna College
- CSU Bakersfield
- CSU Cal Maritime
- CSU Cal Poly Pomona
- CSU Cal Poly San Luis Obispo
- CSU Cal State LA
- CSU Chico State
- **CSU East Bay**
- CSU Fullerton
- CSU Humboldt State
- CSU Long Beach
- CSU Monterey Bay
- CSU Northridge
- CSU Sacramento State
- CSU San Diego State
- **CSU San Francisco State**
- **CSU San Jose State**
- CSU San Marcos
- **CSU Sonoma State**
- **Duke University**
- Emory University
- Harvey Mudd College
- **Johns Hopkins University**
- Knox College
- Laney College
- Langston University
- **Lehigh University**
- Lewis and Clark College
- Loyola University of New Orleans
- McGill University
- Mills College
- Morgan State University
- Oregon State University
- Pratt Institute
- Saint Mary's College of CA
- Santa Clara University
- St. John's University
- **Stanford University**
- Talladega College
- The New School
- **UC Berkeley**
- UC Davis
- UC Irvine
- UC Merced
- UC Riverside
- UC San Diego
- UC Santa Barbara
- **UC Santa Cruz**
- United States Naval Academy
- University of Maryland Eastern Shore
- University of Memphis
- **University of Oklahoma**
- University of Oregon
- University of San Francisco
- University of the Pacific
- University of Washington

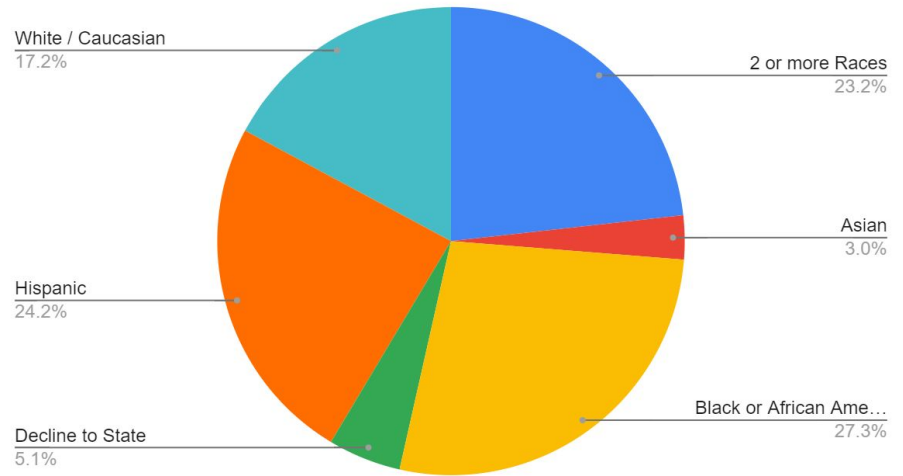
SAT/AP Testing

- SAT:
 - In-person on 4/13
 - Invitation limited to juniors
 - 18 juniors opted into testing
- AP:
 - Digital exams at home or in-person
 - Testing during [Administration 3](#)
 - AP Seminar testing during Administration 2
 - 138 students registered for 255 exams

Welcoming Class of 2028

- 52% male, 48% female
- Oakland residents: 89%
- Top 3 zip codes: 94605, 94603, 94619
- 47 elementary schools (public and private)

Class of 2028 Reported Race



Cover Sheet

Monthly COVID-19 Update and EBIA Re-Opening Plan Check-In

Section: III. Academic Excellence
Item: B. Monthly COVID-19 Update and EBIA Re-Opening Plan
Check-In
Purpose: Discuss
Submitted by:
Related Material: In-person Instruction Update April 2021.pdf

In-person Instruction Update

April 2021



Lower School

- Targeted Support and In-person Advisory launch: 3/22
- 6th grade weekly In-person Advisory/Fitness launch: 4/12
 - Every other week for 7th and 8th
 - Fitness instruction transitioned to in-person from virtual
- Distance Learning Hub launch: 4/13
- Intramural sports: 4/19

Lower: In-person Advisory



Lower In-person Advisory (cont'd)



Lower: Distance Learning Hub



Lower: Intramural sports



Upper School

- Targeted Support and In-person Advisory/Fitness launch: 3/22
 - Fitness instruction transitioned to in-person from virtual
- Distance Learning Hub expansion: 4/14
- Weekly In-person Advisory/Office hours: 4/21

Upper: In-person Advisory (Class of 2024)



Upper: In-person advisory (cont'd)



Upper: Distance Learning Hub



Targeted Support



Cover Sheet

East Bay Innovation Academy Year To Date Financial Update

Section:	IV. Finance and Development
Item:	A. East Bay Innovation Academy Year To Date Financial Update
Purpose:	Discuss
Submitted by:	
Related Material:	EBIA 20-21 MAR Financials 2021.04.19 YTD.pdf EBIA 20-21 MAR Financials 2021.04.19 CF.pdf

East Bay Innovation Academy

Monthly Cash Forecast

As of Mar close

	2020/21												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Projected	May Projected	Jun Projected		
Beginning Cash	1,110,305	1,267,607	1,144,344	1,336,079	1,290,714	1,274,567	1,144,907	1,298,770	1,047,131	1,228,566	963,185	584,565		
Revenue														
LCFF Entitlement	-	279,910	369,502	491,706	462,027	462,027	491,706	342,570	561,347	132,916	167,444	167,444	5,453,154	1,524,556
Federal Income	-	-	274,727	-	1,404	24,258	42,558	-	1,148	131,521	5,976	25,351	575,116	68,173
Other State Income	16,164	19,827	78,354	32,178	49,448	32,206	76,809	-	153,113	34,335	40,747	20,805	766,432	212,447
Local Revenues	0	2,290	120	42	8,047	35,162	(1,098)	0	2,862	73,703	36,805	4,960	173,287	10,395
Fundraising and Grants	4,237	21,525	2,399	20,970	2,195	3,809	26,896	1,371	4,268	(8,366)	17,377	17,377	144,056	30,000
Total Revenue	20,401	323,552	725,102	544,895	523,121	557,461	636,871	343,941	722,738	364,108	268,348	235,936	7,112,045	1,845,570
Expenses														
Compensation & Benefits	172,527	418,192	420,510	472,805	406,011	463,060	432,814	399,112	428,046	526,689	495,871	382,545	4,987,772	(30,411)
Books & Supplies	536	28,813	31,992	53,444	26,991	147,744	42,408	61,943	3,965	25,592	23,862	23,862	471,153	-
Services & Other Operating Expenses	55,420	107,735	162,635	102,648	154,827	144,244	73,170	136,844	130,823	212,732	120,045	162,092	1,638,701	75,487
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	228,483	554,740.23	615,136	628,898	587,829	755,049	548,392	597,899	562,834	765,013	639,779	568,499	7,097,626	45,076
Operating Cash Inflow (Outflow)	(208,082)	(231,188)	109,966	(84,002)	(64,708)	(197,588)	88,479	(253,957)	159,904	(400,905)	(371,430)	(332,563)	14,420	1,800,495
Revenues - Prior Year Accruals	463,920	233,880	226	24,155	68,846	-	32,937	-	(70,596)	143,682	-	-	-	-
Expenses - Prior Year Accruals	(8,192)	(31,679)	(4,732)	(669)	(2,340)	-	(32,937)	-	111,511	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(63,753)	(112,392)	68,852	(3,769)	(36,208)	49,008	46,816	(16,265)	(37,655)	-	-	-	-	-
Summerholdback for Teachers	(115,784)	18,117	17,423	18,921	18,262	18,920	18,568	18,583	18,271	27,155	27,155	27,155	-	-
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	(35,314)	(34,345)	(33,389)	-	-
Loans Payable (Long Term)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	89,192	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	1,267,607	1,144,344	1,336,079	1,290,714	1,274,567	1,144,907	1,298,770	1,047,131	1,228,566	963,185	584,565	245,768		

East Bay Innovation Academy

Budget vs. Actuals
As of Mar close

	Actual			Budget vs. Actual			Budget					
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
SUMMARY												
Revenue												
LCFF Entitlement	491,706	342,570	561,347	3,460,795	3,577,501	(116,706)	5,418,258	5,453,154	5,453,154	-	1,992,359	63%
Federal Revenue	42,558	-	1,148	344,096	296,673	47,422	721,089	581,752	575,116	(6,636)	231,021	60%
Other State Revenues	76,809	-	153,113	458,099	411,634	46,464	774,619	767,040	766,432	(608)	308,334	60%
Local Revenues	(1,098)	0	2,862	47,424	37,108	10,315	162,336	168,287	173,287	5,000	125,863	27%
Fundraising and Grants	26,896	1,371	4,268	87,669	100,839	(13,170)	144,056	144,056	144,056	-	56,387	61%
Total Revenue	636,871	343,941	722,738	4,398,082	4,423,756	(25,674)	7,220,358	7,114,290	7,112,045	(2,244)	2,713,963	62%
Expenses												
Compensation and Benefits	432,814	399,112	428,046	3,613,078	3,811,316	198,239	4,953,494	4,977,164	4,987,772	(10,607)	1,374,694	72%
Books and Supplies	42,408	61,943	3,965	397,836	333,267	(64,569)	383,774	396,683	471,153	(74,470)	73,317	84%
Services and Other Operating Expenditures	73,170	136,844	130,823	1,068,345	1,376,659	308,314	1,859,095	1,684,448	1,638,701	45,746	570,356	65%
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	548,392	597,899	562,834	5,079,259	5,521,242	441,983	7,196,362	7,058,295	7,097,626	(39,331)	2,018,367	72%
Operating Income	88,479	(253,957)	159,904	(681,177)	(1,097,486)	416,309	23,996	55,995	14,420	(41,575)	695,597	
Fund Balance												
Beginning Balance (Unaudited)	12,623	101,103	(152,855)	688,226	688,226		688,226	688,226	688,226			
Audit Adjustment				-	-		-	-	-			
Beginning Balance (Audited)				688,226	688,226		688,226	688,226	688,226			
Operating Income	88,479	(253,957)	159,904	(681,177)	(1,097,486)		23,996	55,995	14,420			
Ending Fund Balance	101,103	(152,855)	7,049	7,049	(409,260)		712,222	744,221	702,646			
Capital Outlay	-	-	-	-	-		-	-	-			

East Bay Innovation Academy

Budget vs. Actuals
As of Mar close

Detail	Actual			Budget vs. Actual			Budget					
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
Enrollment Breakdown	M6	M7	M8									
6		110	110	109			112	112	112	-		
7		127	126	125			128	128	128	-		
8		123	123	123			123	123	123	-		
9		61	60	60			60	60	60	-		
10		76	76	75			76	76	76	-		
11		64	64	64			64	64	64	-		
12		64	64	64			64	64	64	-		
Enrollment Summary												
4-6		110	110	109			112	112	112	-		
7-8		250	249	248			251	251	251	-		
9-12		265	264	263			264	264	264	-		
Total Enrolled		625	623	620			627	627	627	-		
ADA %												
4-6		96.8%	96.3%	93.1%			95%	95%	95%			
7-8		97.4%	96.8%	92.6%			95%	95%	95%			
9-12		96.4%	92.9%	88.0%			92%	92%	92%			
Average		96.9%	95.6%	91.0%			94%	94%	94%			
ADA												
4-6		106.5	105.9	102.313			106.4	106.4	106.4			
7-8		243.4	241.8	230.75			238.5	238.5	238.5			
9-12		255.6	253.3	233			242.9	242.9	242.9			
Total ADA		605.5	600.9	566.1			587.7	587.7	587.7			
Demographic Information												
Prior Year												
ADA (P-2)												
CALPADS Enrollment (for unduplicated % calc)							594	588	587.80			
# Unduplicated Count (CALPADS)							620	620	620			
# Free & Reduced Lunch (FRL) (CALPADS)							207	207	207			
# ELL (CALPADS)							177	177	177			
# ELL (CALPADS)							39	39	39			
Current Year												
CALPADS Enrollment (for unduplicated % calc)							-	-	-			
# Unduplicated Count (CALPADS)							627	627	627			
# Free & Reduced Lunch (FRL) (CALPADS)							209	231	231			
# Free & Reduced Lunch (FRL) (CALPADS)							179	207	207			
# ELL (CALPADS)							39	51	51			
New Students							7	7	7			

East Bay Innovation Academy

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	Actual			Budget vs. Actual			Budget					
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
REVENUE												
LCFF Entitlement												
8011 Charter Schools LCFF - State Aid	342,570	342,570	165,117	2,258,601	2,443,032	(184,431)	3,806,332	3,841,228	3,841,228	-	1,582,627	59%
8012 Education Protection Account Entitlement	29,679	-	-	59,358	59,358	-	118,716	118,716	118,716	-	59,358	50%
8019 State Aid - Prior Years	-	-	-	-	-	-	-	-	-	-	-	-
8096 Charter Schools in Lieu of Property Taxes	119,457	-	396,230	1,142,836	1,075,111	67,725	1,493,210	1,493,210	1,493,210	-	350,374	77%
SUBTOTAL - LCFF Entitlement	491,706	342,570	561,347	3,460,795	3,577,501	(116,706)	5,418,258	5,453,154	5,453,154	-	1,992,359	63%
8100 Federal Revenue												
8181 Special Education - Entitlement	-	-	-	-	-	-	77,500	77,500	77,500	-	77,500	0%
8182 Special Education Reimbursement	-	-	-	-	-	-	202,500	86,400	86,400	-	86,400	0%
8220 Child Nutrition Programs	1,364	-	1,148	2,968	26,545	(23,577)	37,921	13,272	6,636	(6,636)	3,669	45%
8291 Title I	-	-	-	23,795	19,028	4,768	38,055	38,055	38,055	-	14,260	63%
8292 Title II	3,286	-	-	3,286	6,195	(2,909)	12,390	12,390	12,390	-	9,104	27%
8294 Title IV	2,500	-	-	2,500	5,000	(2,500)	10,000	10,000	10,000	-	7,500	25%
8297 PY Federal - Not Accrued	-	-	-	1,412	-	1,412	-	1,412	1,412	-	-	100%
8299 All Other Federal Revenue	35,408	-	-	310,135	239,906	70,229	342,723	342,723	342,723	-	32,588	90%
SUBTOTAL - Federal Income	42,558	-	1,148	344,096	296,673	47,422	721,089	581,752	575,116	(6,636)	231,021	60%
8300 Other State Revenues												
8319 Other State Apportionments - Prior Years	-	-	-	237	166	71	237	237	237	-	-	100%
8381 Special Education - Entitlement (State)	32,178	-	25,089	221,733	232,003	(10,270)	357,273	356,069	356,069	-	134,336	62%
8382 Special Education Reimbursement (State)	-	-	41,368	41,368	-	41,368	82,080	77,760	77,760	-	36,392	53%
8520 Child Nutrition - State	77	-	31	135.70	1,896	(1,760)	3,160	1,106	498	(608)	362	27%
8545 School Facilities Apportionments	-	-	86,625	86,625	89,250	(2,625)	178,500	178,500	178,500	-	91,875	49%
8550 Mandated Cost Reimbursements	-	-	-	17,270	17,270	-	17,270	17,270	17,270	-	-	100%
8560 State Lottery Revenue	44,554	-	-	44,554	29,262	15,292	89,923	89,923	89,923	-	45,369	50%
8590 All Other State Revenue	-	-	-	46,176	41,788	4,388	46,176	46,176	46,176	-	-	100%
SUBTOTAL - Other State Income	76,809	-	153,113	458,099	411,634	46,464	774,619	767,040	766,432	(608)	308,334	60%
8600 Other Local Revenue												
8660 Interest	0	0	0	0	1	(1)	1	1	1	-	0.87	33%
8690 Other Local Revenue	9,042	-	2,862	27,622	9,405	18,217	18,810	24,761	29,761	5,000	2,138.36	93%
8701 Oakland Measure N	-	-	-	19,801	-	19,801	103,950	103,950	103,950	-	84,149	19%
8703 Oakland Measure G1	-	-	-	-	27,703	(27,703)	39,575	39,575	39,575	-	39,575	0%
8999 Uncategorized Revenue	(10,140)	-	0	0	-	0	-	-	-	-	(0)	
SUBTOTAL - Local Revenues	(1,098)	0	2,862	47,424	37,108	10,315	162,336	168,287	173,287	5,000	125,863	27%
8800 Donations/Fundraising												
8801 Donations - Parents	1,390	149	4,018	41,920	65,835	(23,915)	94,050	94,050	94,050	-	52,130	45%
8802 Donations - Private	25,506	1,222	250	45,743	35,000	10,743	50,000	50,000	50,000	-	4,257	91%
8803 Fundraising	-	-	-	6	4	2	6	6	6	-	-	100%
SUBTOTAL - Fundraising and Grants	26,896	1,371	4,268	87,669	100,839	(13,170)	144,056	144,056	144,056	-	56,387	61%
TOTAL REVENUE	636,871	343,941	722,738	4,398,082	4,423,756	(25,674)	7,220,358	7,114,290	7,112,045	(2,244)	2,713,963	62%

East Bay Innovation Academy

Budget vs. Actuals
As of Mar close

	Actual			Budget vs. Actual			Budget					
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
EXPENSES												
Compensation & Benefits												
1000	Certificated Salaries			-	-	-						
1100	Teachers Salaries	192,987	194,047	190,251	1,531,308	1,524,400	(6,907)	1,995,119	2,047,919	2,047,919	-	516,611 75%
1103	Teacher - Substitute Pay	-	-	3,659	22,936	40,723	17,787	53,355	20,000	20,000	-	(2,936) 115%
1148	Teacher - Special Ed	24,853	24,873	24,873	200,684	197,899	(2,786)	259,367	259,367	259,367	-	58,683 77%
1160	Teacher - Custom 2	14,828	15,019	15,019	120,751	117,344	(3,407)	158,298	158,298	158,298	-	37,547 76%
1170	Teacher - Custom 3	-	-	2,870	30,411	57,960	27,549	57,960	57,960	57,960	-	27,549 52%
1300	Certificated Supervisor & Administrator Salaries	27,619	27,010	27,364	234,737	240,244	5,506	320,025	320,025	321,441	(1,416)	86,704 73%
1311	Cert Admin - DESEL, Curr. Instr.	43,133	41,217	38,460	390,526	390,392	(134)	522,599	522,599	522,599	-	132,073 75%
SUBTOTAL - Certificated Employees		303,421	302,166	302,496	2,531,353	2,568,962	37,609	3,366,723	3,386,168	3,387,584	(1,416)	856,230 75%
2000 Classified Salaries												
2104	Classified - SPED	13,155	14,745	15,196	112,812	141,488	28,676	191,305	191,305	191,305	-	78,493 59%
2300	Classified Supervisor & Administrator Salaries	8,583	8,583	9,442	78,408	77,550	(858)	103,300	103,300	106,733	(3,433)	28,325 73%
2400	Classified Clerical & Office Salaries	8,876	8,323	10,832	84,318	110,305	25,987	145,540	145,540	145,540	-	61,222 58%
2402	Classified Clerical & Office Salaries - Community Engage	7,175	7,175	7,175	64,875	66,812	1,937	88,983	88,983	88,983	-	24,108 73%
SUBTOTAL - Classified Employees		37,789	38,826	42,645	340,414	396,155	55,741	529,128	529,128	532,561	(3,433)	192,148 64%
3000 Employee Benefits												
3100	STRS	47,736	47,604	45,926	389,409	414,887	25,479	543,726	546,866	547,095	(229)	157,686 71%
3300	OASDI-Medicare-Alternative	7,862	7,656	8,309	68,020	68,357	336	89,688	89,977	90,260	(283)	22,240 75%
3400	Health & Welfare Benefits	22,438	(2,982)	23,745	221,753	295,179	73,426	354,215	354,215	354,215	-	132,461 63%
3500	Unemployment Insurance	9,005	1,279	362	13,418	21,685	8,267	21,685	22,287	22,287	-	8,869 60%
3600	Workers Comp Insurance	4,108	4,108	4,108	44,261	38,959	(5,302)	38,959	39,153	44,261	(5,108)	0 100%
3900	Other Employee Benefits	455	455	455	4,449	7,132	2,683	9,371	9,371	9,509	(137)	5,060 47%
SUBTOTAL - Employee Benefits		91,604	58,120	82,905	741,310	846,199	104,888	1,057,643	1,061,868	1,067,626	(5,758)	326,316 69%

East Bay Innovation Academy

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As of Mar close

	Actual			Budget vs. Actual			Budget					
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
4000 Books & Supplies	-	-	-	-	12,874	12,874	13,794	13,794	13,794	-	13,794.00	0%
4100 Approved Textbooks & Core Curricula Materials	-	-	-	-	12,874	12,874	13,794	13,794	13,794	-	13,794.00	0%
4200 Books & Other Reference Materials	-	-	-	1,812	3,204	1,392	3,204	3,204	3,204	-	1,392.14	57%
4300 Materials & Supplies	2,833	275	357	5,505	34,485	28,980	34,485	19,485	19,485	-	13,979.56	28%
4320 Educational Software	2,250	-	-	61,257	62,001	744	66,430	66,430	66,430	-	5,173	92%
4330 Office Supplies	1,379	575	2,387	18,890	21,161	2,271	28,215	28,215	28,215	-	9,325	67%
4352 Quest (After School)	775	40	386	1,401	2,250	849	3,000	3,000	3,000	-	1,599	47%
4400 Noncapitalized Equipment	(1)	-	-	12,433	7,803	(4,630)	10,404	12,434	12,434	-	1	100%
4410 Classroom Furniture, Equipment & Supplies	14,732	20,338	74	38,521	32,667	(5,854)	35,000	20,000	40,000	(20,000)	1,479	96%
4420 Computers (individual items less than \$5k)	18,373	39,952	-	158,678	56,400	(102,278)	60,000	120,000	160,000	(40,000)	1,322	99%
4423 Staff Computers	-	-	-	14,176	32,900	18,724	35,000	15,000	15,000	-	824	95%
4430 Non Classroom Related Furniture, Equipment & Suppl	407	764	482	70,330	22,500	(47,830)	30,000	70,000	90,000	(20,000)	19,670	78%
4710 Student Food Services	1,661	-	-	13,134	44,241	31,107	63,202	22,121	16,590	5,530	3,457	79%
4720 Other Food	-	-	279	1,699	780	(919)	1,040	3,000	3,000	-	1,301	57%
SUBTOTAL - Books and Supplies	42,408	61,943	3,965	397,836	333,267	(64,569)	383,774	396,683	471,153	(74,470)	73,317	84%

East Bay Innovation Academy

Budget vs. Actuals
As of Mar close

	Actual			Budget vs. Actual			Budget					
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
5000 Services & Other Operating Expenses												
5210 Conference Fees	-	-	-	-	-	-	-	-	-	-	-	-
5220 Travel and Lodging	-	-	-	-	3,500	3,500	5,000	5,000	5,000	-	5,000	0%
5300 Dues & Memberships	312	318	-	13,313	10,858	(2,455)	15,511	15,511	15,511	-	2,198	86%
5450 Insurance - Other	5,124	5,124	5,124	57,285	78,375	21,090	78,375	78,375	59,565	18,810	2,280	96%
5515 Janitorial, Gardening Services & Supplies	11,576	11,063	11,432	91,275	109,200	17,925	156,000	141,000	141,000	-	49,725	65%
5535 Utilities - All Utilities	6,048	4,226	5,970	42,250	72,000	29,750	96,000	86,000	66,000	20,000	23,750	64%
5610 Rent	18,500	18,500	18,500	193,245	178,500	(14,745)	238,000	238,000	238,000	-	44,755	81%
5611 Prop 39 Related Costs	-	33,874	-	101,621	98,479	(3,141)	131,306	131,306	131,306	-	29,685	77%
5615 Repairs and Maintenance - Building	-	-	-	2,161	7,283	5,122	10,404	10,404	10,404	-	8,243	21%
5616 Repairs and Maintenance - Computers	-	-	-	-	5,000	5,000	10,000	-	-	-	-	-
5803 Accounting Fees	-	-	-	6,930	7,500	570	15,000	15,000	15,000	-	8,070	46%
5806 Assemblies	-	-	-	-	5,250	5,250	7,500	7,500	7,500	-	7,500	0%
5809 Banking Fees	71	36	45	8,442	26,250	17,808	35,000	35,000	35,000	-	26,558	24%
5810 Intersession	1,300	7,110	5,764	31,306	26,250	(5,056)	35,000	40,000	40,000	-	8,694	78%
5812 Business Services	5,250	6,288	7,328	68,410	51,500	(16,910)	68,666	78,666	78,666	-	10,257	87%
5815 Consultants - Instructional	-	-	-	21,000	35,000	14,000	35,000	35,000	35,000	-	14,000	60%
5820 Consultants - Non Instructional - Custom 1	-	-	-	10,253	17,500	7,247	25,000	25,000	15,000	10,000	4,747	68%
5824 District Oversight Fees	-	-	-	-	40,637	40,637	54,183	54,532	54,532	-	54,532	0%
5836 Fingerprinting	-	-	62	419	3,251	2,832	3,483	3,483	3,483	-	3,064	12%
5839 Fundraising Expenses	332	20	20	1,116	10,500	9,384	15,000	15,000	15,000	-	13,884	7%
5843 Interest - Loans Less than 1 Year	-	-	-	-	-	-	5,752	2,370	2,370	-	2,370	0%
5845 Legal Fees	7,084	2,863	4,301	44,954	42,000	(2,954)	60,000	58,000	58,000	-	13,046	78%
5851 Marketing and Student Recruiting	-	-	-	4,119	7,000	2,881	10,000	10,000	10,000	-	5,881	41%
5857 Payroll Fees	371	714	428	3,887	3,820	(67)	5,094	5,094	5,094	-	1,207	76%
5860 Printing and Reproduction	-	-	-	76	350	274	500	500	500	-	424	15%
5861 Prior Yr Exp (not accrued)	-	-	-	4,900	-	(4,900)	-	4,900	20,964	(16,064)	16,064	23%
5863 Professional Development	60	100	950	11,962	18,000	6,038	24,000	24,000	24,000	-	12,038	50%
5866 SPED MH Day/NPS Services	525	2,476	17,934	123,122	318,750	195,628	425,000	231,667	231,667	-	108,545	53%
5869 Special Education Contract Instructors	7,115	8,505	8,076	58,349	87,500	29,152	125,000	115,000	105,000	10,000	46,652	56%
5872 Special Education Encroachment	-	-	-	-	-	-	13,455	13,455	13,455	-	13,455	0%
5875 Staff Recruiting	(194)	32,595	17,035	50,757	5,455	(45,302)	7,793	65,000	65,000	-	14,243	78%
5878 Student Assessment	-	-	-	8,069	21,000	12,931	30,000	20,000	20,000	-	11,931	40%
5880 Student Health Services	-	-	1,500	1,500	314	(1,186)	449	449	1,949	(1,500)	449	77%
5881 Student Information System	7,438	-	-	30,412	22,500	(7,912)	30,000	30,412	30,412	-	-	100%
5887 Technology Services	-	330	23,976	54,956	35,000	(19,956)	50,000	50,000	55,000	(5,000)	44	100%
5900 Communications	1,779	2,429	2,025	19,144	27,000	7,856	36,000	36,000	26,000	10,000	6,856	74%
5915 Postage and Delivery	480	275	354	3,113	1,137	(1,976)	1,624	2,824	3,324	(500)	211	94%
SUBTOTAL - Services & Other Operating Exp.	73,170	136,844	130,823	1,068,345	1,376,659	308,314	1,859,095	1,684,448	1,638,701	45,746	570,356	65%

East Bay Innovation Academy

Budget vs. Actuals

As of Mar close

	Actual			Budget vs. Actual			Budget					
	Jan	Feb	Mar	Actual YTD	Budget YTD	Variance (YTD less Budget)	Re-approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	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	548,392	597,899	562,834	5,079,259	5,521,242	441,983	7,196,362	7,058,295	7,097,626	(39,331)	2,018,367	72%
6900 Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation	548,392	597,899	562,834	5,079,259	5,521,242	441,983	7,196,362	7,058,295	7,097,626	(39,331)	2,018,367	72%

Cover Sheet

East Bay Innovation Academy Monthly Facility Update

Section: V. East Bay Innovation Facility Matters
Item: A. East Bay Innovation Academy Monthly Facility Update
Purpose: Vote
Submitted by:
Related Material: GGA.EBIA 2021-2022 UA.pdf

USE AGREEMENT

THIS USE AGREEMENT made this ____ day of April 2021, is between GOLDEN GATE ACADEMY, an entity held by the NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY, a California non-profit religious corporation, hereinafter called "Licensor", and EAST BAY INNOVATION ACADEMY, a 501(c)(3) tax-exempt organization, hereinafter called "Licensee". Licensor hereby grants to Licensee the use of a portion of their facility, located at 3800 Mountain Blvd., Oakland, CA 94619-1630, upon the following terms and conditions:

I. RECITALS

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

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

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

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

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

II. TERM

The term of this Agreement shall commence on the 1st day of August, 2021, and terminate on the 30th day of June, 2022. Either party may terminate this Agreement with ninety (90) days written notice to the other party. This provision will allow either party to shorten the term of this Agreement, but shall not be used to extend the length of the term of this Agreement. No part of this provision is meant to alter the terms of this Agreement under Articles XIII and XIV that deal with the remedies of the parties in case of breach or default.

III. USE COST

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

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

The Licensee shall pay to the Licensor in legal tender at the address specified herein, or furnished pursuant hereto, during the term of this Agreement, a sum of Twenty-six Thousand and Five Hundred Dollars (\$26,500.00) per month payable as arranged with the Licensor.

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

IV. USE OF PREMISES

The premises shall be used as a place of conducting an educational program and for other purposes related thereto. The specific use of the premises (approximately 28,851 sq. ft.) shall be listed as follows:

- A. OPERATIONAL HOURS are Monday through Thursday, 7:00 a.m. - 6:00 p.m., Friday 7 a.m. - 5 p.m. Gate to be opened at 7:00 a.m. and locked by 6:00 p.m. All Licensee's staff will be off premises by 6:00 p.m. unless Licensor is notified.
- B. Licensee may use the school buildings listed in Exhibit A attached hereto, and which shall be incorporated as if fully set forth herein. Licensee may use the school campus in conjunction and cooperation with Licensor and other authorized users of the premises whose use may overlap with Licensee's use of the premises. Licensor agrees to provide Licensee with at least thirty (15) days written notice of any use of the premises by any other authorized user during the operational hours, and Licensee agrees to provide Licensor with a schedule of expected use of the premises during the term of this Agreement and at least thirty (15) days written notice of any changes to the use of the premises.

- C. Licensee shall use existing equipment located in classrooms including but not limited to, desks, chairs, blackboard, and the like. Licensee is responsible for providing other required equipment as needed. Licensee and Licensor shall work together to coordinate sharing of equipment on the premises.
- D. Licensee may use the premises on evenings or Sunday events subject to Licensor's consent and at least thirty (15) days written notice. Current rental rates will be charged for any additional evening or Sunday events.
- E. Licensee shall provide janitorial services maintaining clean grounds, classrooms and office as necessary.

V. PROHIBITED USES

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

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

VI. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

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

VII. MAINTENANCE AND REPAIRS

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

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

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

VIII. ENVIRONMENTAL COMPLIANCE

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

at all times to comply fully and in a timely manner with, and to cause all of its employees, agents, contractors, subcontractors and any other persons associated with Licensee's use of the athletic field occupying or present on the Property to so comply with, all federal, state and local laws, statutes, ordinances, orders, guidelines, rules and regulations applicable to underground storage tanks or to the use, generation, manufacture, handling, storage, treatment, discharge, release, burial or disposal of any Hazardous Substance now or hereafter located or present on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance. Licensor shall bear all costs associated with such compliance required for remedial or removal action taken in response to any Hazardous Substance which is located or present on, under or about the Property, or which is the result of any action taken by Licensor.

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

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

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

seq. or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any of the statutes cited in herein of this Agreement or any regulation adopted pursuant thereto.

Without Licensor's prior written consent, which shall not be unreasonably withheld or delayed, Licensee shall not take any remedial action in response to the presence of any Hazardous Substance on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims referred to in this Agreement, which remedial action, settlement, consent or compromise might, in Licensor's reasonable judgment, impose a risk of liability on Licensor; provided, however, that Licensor's prior consent shall not be necessary in the event that the presence of any Hazardous Substance on, under or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Licensor's consent before taking such action, provided that in such event Licensee shall notify Licensor as soon as practicable of any action so taken, Licensor agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) Licensee establishes to the reasonable satisfaction of Licensor that there is no reasonable alternative to such remedial action.

IX. INSURANCE

Licensee shall at their own expense obtain and maintain, for the Term of the Agreement, the following insurance:

- A. **Property Insurance.** Licensee shall maintain property insurance on all of Licensee's personal property, Trade Fixtures, inventory, Licensee alterations and utility installations on the Premises, such insurance shall be at full replacement coverage and proceeds from such insurance shall be used to repair or replace the property described hereinabove. Licensor is in no way responsible for any damage or loss of Licensee's personal property.
- B. **Commercial General Liability Insurance.** Licensee shall maintain Commercial General Liability insurance against claims for bodily injury, personal and advertising injury and property damage based upon or arising out of Licensee's use, occupancy and maintenance of the Premises. Such coverage shall be written on an occurrence form with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall include contractual liability coverage and be endorsed to name the Northern California Conference of Seventh-day Adventists as an additional insured..
- C. **Automobile Liability Insurance.** Licensee shall maintain Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned and hired automobiles.
- D. **Workers' Compensation.** Licensee shall maintain Workers' Compensation insurance with statutory limits and Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease.
- E. Licensee shall provide any other insurance as necessary to protect Licensor against insurable hazards as are commonly insured against for the type of business activity that Licensee will conduct.
- F. All insurance, as required by this paragraph 3, shall be carried in favor of the Licensor and Licensee as their respective interests may appear. All insurance shall be purchased and maintained from and with responsible companies, and certificates of insurance evidencing the coverage and limits required under this Agreement shall be delivered to Licensor upon occupation of the Premises and on the first of January of each year during the contract period.

X. Addresses for Notice Purposes

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

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

XI. UNLAWFUL OR DANGEROUS ACTIVITY

Licensee shall not occupy or use all or any part of the premises for any unlawful, disreputable or ultra-hazardous business purpose or activity, nor operate or conduct its business in a manner which is found by a court of competent jurisdiction to be a "nuisance". A violation of this article shall constitute a breach of this Agreement.

XI. INDEMNITY

The Licensee shall indemnify the Licensor against all expenses, liabilities, and claims of every kind, including but not limited to reasonable attorney's fees, by or on behalf of any person or entity arising out of either (1) a failure by Licensee to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanics lien or security interest filed against the demised premises or equipment, materials, or alterations of building or improvements thereon, the filing of which is caused by Licensee or its agents. Said indemnification is limited to injury or damage attributable to Licensee or its agents' use of the premises. In addition to the indemnification obligations of Licensee, the Licensor shall indemnify the Licensee against all expenses, liabilities, and claims of every kind, including but not limited to reasonable attorney's fees, by or on behalf of any person or entity arising out any person or entity arising out of either (1) a failure by Licensor to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises that is attributable to Licensor or its agents' use of the Premises; (3) failure of Licensor to comply with any law of any governmental authority; or (4) any mechanics lien or security interest filed against the demised Premises or equipment, materials, or alterations of building or improvements thereon, the filing of which is caused by Licensor or its agents. Said indemnification is limited to injury or damage attributable to Licensor or its agents' use of the Premises. Licensor shall further indemnify, defend with counsel selected by Licensee, protect and hold harmless Licensee, its directors, officers, employees, agents, assigns and any successor or successors to Licensee's interest under the Agreement from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys', engineers', consultants' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the Property used by Licensee or its agents, or any indemnified party at any time directly or indirectly arising from or attributable to (i) any breach by Licensor of any of its agreements, warranties or representations set forth in this Agreement, or (ii) any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under or about the Property, undertaken by the Licensor or its agents, regardless of whether undertaken due to governmental action. To the fullest extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, breach of warranty or contract of Licensee. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify Licensee from any liability pursuant to such section.

XII. DISPUTE RESOLUTION

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

XIII. DEFAULT AND BREACH

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

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

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

XIV. REMEDIES ON DEFAULT

In the event of default by Licensee on any of the following, The exercise of any remedies for the default shall be subject to Article XII. The rights of the Licensor shall be, in addition to other statutory, common law, and case law rights;

- A. The Licensor shall have the right to cancel and terminate this Agreement;
- B. The Licensor may elect, but shall not be obligated, to make any payment required of Licensee herein or comply with any agreement, term, or condition required hereby to be performed by the Licensee, and the Licensor shall then have the right to enter the Premises for the purposes of correcting any such default, but any expenditure for the correction by the Licensor shall not be deemed to waive or release the default of the Licensee or the right of the Licensor to take any action as may be otherwise permissible hereunder in the case of any default;
- C. The Licensor may reenter the Premises immediately and remove the property and personnel of the Licensee and store the property in a public warehouse or at a place selected by the Licensor at the expense of the Licensee. On termination, the Licensor may recover from the Licensee all damages resulting from the breach, including the cost of reasonable attorney's fees; and
- D. After reentry, the Licensor may relet the premises or any part thereof for any term and may make alterations and repairs to the premises at the Licensees expense.
- E. Licensor shall not acquire access, title or possession of any personal property or equipment of Licensee except pursuant to a lawful court order or judgment rendered against Licensee in favor of Licensor. In the event that a default by Licensor remains unsecured after reasonable time for cure and subject to compliance of Article XII, Licensee shall have right to damages, specific performance, and injunctive relief, as well as the right to cure the default at the Licensor's expense.

XV. ACCESS TO PREMISES

The Licensor shall have unlimited access to the demised premises during the duration of this Agreement. The Licensor shall coordinate with Licensee when accessing the Premises in order to minimize disruption to Licensee's educational program; provided, however, that the Licensor shall not be required to coordinate with Licensee before accessing the Premises in the event of emergency or imminent threat to health or safety of the occupants of the Premises. The Licensee shall permit the Licensor or its agents to enter the Premises at all reasonable hours to inspect the premises or make repairs that the Licensee may neglect or refuse to make in accordance with the provisions of this Agreement, and also to show the premises to prospective Licensees.

XVI. REPRESENTATIONS BY LICENSOR

Licensee has had adequate time and opportunity to inspect the premises herein described. Having taken the time to inspect the same the Licensee accepts the buildings and improvements and any equipment as is. Except as agreed to in writing and attached hereto, the Licensee agrees that no representations, statements, or warranties expressed or implied, have been made by or on behalf of the Licensor in respect thereto, and the Licensor shall in no event be liable for any latent defects, unless such defects make the Premises unable to be occupied.

XVII. ASSIGNMENT, MORTGAGE, OR LEASE

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

XVIII. SURRENDER OF PREMISES

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

XVIII. CONDEMNATION

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

XIX. NOTICE

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

XX. CONSTRUCTION AND INTERPRETATION

In construing this Agreement, the following rules shall apply:

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

XXI. CORPORATE AUTHORITY

- A. Any individual signing this Agreement on behalf of the Golden Gate Academy represents and warrants that he or she has the full authority to sign this Agreement on behalf of the Golden Gate Academy and the authority to bind the Golden Gate Academy to the terms of this Agreement as voted in the Golden Gate Academy Reorganization Committee meeting on April 13, 2021.
- B. Any individual signing this Agreement on behalf of the Northern California Conference of Seventh-day Adventists represents and warrants that he or she has the full authority to sign this Agreement and bind the corporation to the terms of this Agreement.
- C. Any individual signing this Agreement represents and warrants that he or she has the full authority to sign this Agreement and the authority to bind the Licensee to the terms of this Agreement.

XXII. SIGNATURES

EAST BAY INNOVATION ACADEMY (EBIA)

Executed this _____ day of _____, 2021, at Oakland, Alameda County, California.

BY: _____
Licensee

GOLDEN GATE ACADEMY

Executed this 15 day of April, 2021, at Oakland, Alameda County, California.

BY:  _____
GGA Representative

BY:  _____
GGA Representative

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

Executed this _____ day of _____, 2021, at Pleasant Hill, Contra Costa County, California.