



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday August 18, 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.

Topic: Board Meeting

Time: Aug 18, 2021 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/97268737186?pwd=WlhOYjNBa3B0bnFVRnhGc0hKN1hWUT09>

Meeting ID: 972 6873 7186

Passcode: 946038

One tap mobile

+16699009128,,97268737186# US (San Jose)

+12532158782,,97268737186# 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)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 972 6873 7186

Find your local number: <https://zoom.us/u/adaBvn8qnf>

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 July 20, 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			
- June check and credit card register			
- Cal State University East Bay Teacher Residency MOU			
- Destination College Advising Corps Regents of University of California and EBIA SY 22 agreement			
- ALEKS SY 22 agreement			
- College Prep Math SY 22 agreement			
- Achieve 3000 SY 22 agreement			
- Paper Tutoring SY 22 agreement			
III. Academic Excellence			8:23 PM
Academic Excellence			
A. Monthly COVID-19 Update and EBIA Re-Opening Plan Check-In	Discuss	Michelle Cho	10 m
• Discuss any emerging issues, regulatory mandates, or guidance from OUSD, Alameda, or California state agencies			
• Update on in-person instruction			

	Purpose	Presenter	Time
B. East Bay Innovation Academy Program Updates	FYI	Michelle Cho	15 m

- SY 20-21 state assessment results
- Summer bridge update
- First week of school update
- Schoolwide priorities SY 21-22

IV. Finance and Development 8:48 PM

Finance

A. Unaudited Actuals for SY 2020-2021	Vote	Michelle Cho	10 m
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- Review and approve Unaudited Actuals for Schoolyear 2020-2021

V. East Bay Innovation Facility Matters 8:58 PM

Facility

A. East Bay Innovation Academy Monthly Facility Update	Vote	Michelle Cho	10 m
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- EBIA-HNU Facility Use Agreement SY 2021-22 regarding use of science labs

VI. Other Business 9:08 PM

A. Confirm Board Meeting Dates through 2021 - 2022 School Year	Discuss	Rochelle Benning	2 m
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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?

- September 15, 2021
- October 20, 2021
- November 17, 2021
- December - Holiday Break
- January 19, 2022
- February 16, 2022
- March 16, 2022
- April 20, 2022
- May 18, 2022
- June 8, 2022
- July 2022 - Summer Break
- August 17, 2022

B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)	FYI	Rochelle Benning	10 m
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Public comment is limited to a maximum of 3 minutes of comment time per speaker

	Purpose	Presenter	Time
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 July 20, 2021



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Tuesday July 20, 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: Jul 20, 2021 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98756600508?pwd=cCt3azNlMithNzVOWk5xQmt5WkUxdz09>

Meeting ID: 987 5660 0508

Passcode: 766487

One tap mobile

+16699009128,,98756600508# US (San Jose)

+12532158782,,98756600508# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

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+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 987 5660 0508

Find your local number: <https://zoom.us/j/98756600508>

Directors Present

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

Directors Absent

None

Guests Present

Michelle Cho

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 Tuesday Jul 20, 2021 at 8:04 PM.

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

Kelly Garcia made a motion to approve the minutes from Board Meeting on 06-09-21.

Laurie Jacobson Jones seconded the motion.

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

Roll Call

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

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

No public comment.

II. Governance

A. Board Transition - Removal and Addition of Board Member

Laurie Jacobson Jones is going to be retiring from the board effective August 31st or when the bank records are able to be transferred, whichever is sooner.

Jennifer Afdahl Rice is the board's choice for a replacement.

Discussion ensued.

Rochelle Benning made a motion to transition LJJ off the board on August 31st or when she is formally removed from our bank accounts, whichever comes first.

Brad Edgar seconded the motion.

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

Roll Call

Brad Edgar	Aye
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Roll Call

Ken Berrick Absent
Kelly Garcia Aye
Laurie Jacobson Jones Abstain
Rochelle Benning Aye

Rochelle Benning made a motion to add Jennifer Afdahl Rice to the board, effective August 1st, 2022.

Laurie Jacobson Jones seconded the motion.

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

Roll Call

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

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

Michelle shared some explanations on the CARS title funding application. For specific details please see board packet.

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

Brad Edgar seconded the motion.

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

Roll Call

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

III. Academic Excellence

A. Employee and student/family handbook SY 22 - review and approval

Michelle presented some updates for the board to understand. For specific details please see board packet.

Rochelle Benning made a motion to approve the employee handbook, the student and family handbook and the student freedom of expression policy.

Laurie Jacobson Jones seconded the motion.

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

Roll Call

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

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

Michelle shared a COVID update and EBIA's reopening plan. For specific details please see board packet.

C. Independent Study Policy - review and approval

Michelle shared a revised independent study policy. For specific details please see board packet.

Kelly Garcia made a motion to approve the revised independent study proposal.

Brad Edgar seconded the motion.

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

Roll Call

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

D. Interim academic policies in accordance with AB104 - review and approval

Michelle presented academic policies in accordance with AB104. For specific details please see board packet.

Ken Berrick made a motion to approve the interim academic policies in accordance with AB104.

Brad Edgar seconded the motion.

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

Roll Call

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

E. East Bay Innovation Academy Program Updates

Michelle provided a preview of some program updates.

IV. Finance and Development

A. State Budget Financial Update

Michelle shared some state budget financial updates. For specific details please see board packet.

V. East Bay Innovation Facility Matters

A. East Bay Innovation Academy Monthly Facility Update

Michelle shared some facility updates.

VI. Other Business

A. Confirm Board Meeting Dates through 2021 - 2022 School Year

Sheeley shared board meeting dates for the upcoming school year. For specific details please see board packet.

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

No public comment.

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
Laurie Jacobson Jones Aye

Roll Call

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 9:36 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-CSUEB Student Teaching MOU August 2021.pdf
DCAD Regents of the UC + EBIA Agreement 21-22.pdf
Oakland- East Bay IA ALEKS Quote (500)- 8.3.21 (1).pdf
East Bay Innovation Academy - Renewal 21-22 2.pdf
CPM-Quote ver 1.pdf
East Bay Innovation Academy Upper School - PAPER - Quote 2021 (N).pdf
EBIA Board Check Register - Jun 2021 (1).pdf



CPM EDUCATIONAL PROGRAM / an educational 501(c)(3) nonprofit
Empowering mathematics students and teachers through exemplary curriculum, professional development, and leadership

QUOTE Page 1 of 1

QUOTE NUMBER 20210720-82745
QUOTE DATE 7/20/2021
QUOTE EXPIRES 10/18/2021
CUSTOMER NUMBER 01-SEAS02

PLEASE SUBMIT ORDERS TO
 CPM Educational Program
 9498 Little Rapids Way
 Elk Grove, CA 95758
 Phone: 209.745.2055 Fax: 209.251.7529

Email orders to: orders@cpm.org
 Quote questions: quotes@cpm.org

QUOTE FOR
 East Bay Innovation Academy
 3400 Malcolm Ave
 Oakland, CA 94605-5353

SHIP TO
 ATTN: Amanda Okamoto
 East Bay Innovation Academy
 3400 Malcolm Ave
 Oakland, CA 94605-5353

ISBN#	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
9781603280730-1	Core Connections, Course 1 Student 1 year eBook	120	20.00	2,400.00
9781603280808-1	Core Connections, Course 2 Student 1 year eBook	120	20.00	2,400.00
9781603280877-1	Core Connections, Course 3 Student 1 year eBook	120	20.00	2,400.00
9781603280976-1	Core Connections, Algebra Student 1 year eBook	80	20.00	1,600.00
9781603281041-1	Core Connections, Geometry Student 1 year eBook	75	20.00	1,500.00
9781603281218-1	Core Connections, Algebra Teacher Edition 1 year eBook	2	75.00	150.00
9781603281225-1	Core Connections, Geometry Teacher Edition 1 year eBook	2	75.00	150.00
9781603281188-1	Core Connections, Course 1 Teacher Edition 1 year eBook	2	75.00	150.00
9781603281195-1	Core Connections, Course 2 Teacher Edition 1 year eBook	2	75.00	150.00
9781603281201-1	Core Connections, Course 3 Teacher Edition 1 year eBook	3	75.00	225.00

Terms: Net 30 Days. Delivery within 30 days after receipt of purchase order.
 CPM Educational Program, a California non-profit corporation, is the sole provider of these materials.

SUB-TOTAL	11,125.00
ESTIMATED SHIPPING	0.00
SALES TAX	0.00
TOTAL	<u>11,125.00</u>

AGREEMENT
between
The Regents of the University of California
on behalf of
DESTINATION COLLEGE ADVISING CORPS (DCAC)
and
EAST BAY INNOVATION ACADEMY
(2021-2022)

This Agreement ("**Agreement**"), effective as of August 1, 2021 ("**Effective Date**"), is by and between The Regents of the University of California ("**University**"), on behalf of UC Berkeley's Destination College Advising Corps ("**DCAC**") and East Bay Innovation Academy ("**District**") on behalf of East Bay Innovation Academy ("**School**"), a public charter school having a principal place of business at: 3800 Mountain Blvd. Oakland, CA 94619. "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties.**"

WHEREAS, University operates the DCAC program intended to enrich the experiences of students in high schools, particularly students from low-income and first-generation college-bound backgrounds ("**Program**");

WHEREAS, through the Program, the University has established guidelines for the implementation of the Program at the School by providing access to College Adviser Fellow(s) and a Regional Manager;

WHEREAS, the District is interested in participating and cooperating with the University in the implementation of the Program at the School by contributing facilities and staff support for the Program;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1) TERM.

This Agreement shall commence on the Effective Date and terminates on June 30, 2022 ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement. University is under no obligation to extend this Agreement.

2) STATEMENT OF WORK.

The goal of University through Program is to increase the college-going rate of students at School and provide comprehensive college awareness, mentorship, resources, preparation, advising and information through the efforts of a dedicated College Adviser Fellow(s). Each College Adviser Fellow will participate in the local and national research and data collection as specified by state and Federal agreements, including the provision of intensive program activities by using evidence-based best practices of highly successful college access programs and strategies that build college going culture through one-to-one, small group, classroom, and whole school efforts.

University and District shall each fulfill its responsibilities as described in Exhibit A attached

Destination College Advising Corps (DCAC)
East Bay Innovation Academy

August 1, 2021 to June 30, 2022

hereto.

3) FEES.

District shall provide \$36,000 (Thirty six thousand dollars and zero cents) on behalf of School to support placement of (1) College Adviser Fellow(s).

This amount represents 50% of the cost of a College Adviser Fellow (\$72,000 each adviser). The additional funding is secured by multiple government and non-governmental sources, foundation grants, as well as the University of California at Berkeley through the Center for Educational Partnerships.

District will pay invoice within 30 days after receipt **to be received by March 31, 2022**, made payable to **The Regents of the University of California** and sent to:

UC Berkeley - Destination College Advising Corps
Hearst Field Annex, Building C M/S 1060
Berkeley, CA 94720-1060

4) TERMINATION.

- A. Either University or District may terminate this Agreement at will, with or without cause, by giving thirty (30) days' written notice to the other Party. The notice shall be deemed to have been received on the date delivered personally or sent by e-mail, one day after fax transmittal, or three days after depositing with the U.S. Postal Service, certified mail, return receipt requested.
- B. In the event of material breach of any of the terms and conditions of this Agreement by either Party, the non-breaching Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party describing the breach. This Agreement shall terminate at the end of the thirty (30) day notice period if the breach is not cured within that time.
- C. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 4 (**Termination**), 5 (**Information Handling and Publication**), 7 (**Disclaimer of Warranty**), 8 (**Limitation of Liability**), 9 (**Indemnification**), 10 (**Insurance**), 11 (**University Trademarks**), and 12 (**Copyright**).

5) INFORMATION HANDLING AND PUBLICATION.

- A. District and School agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, and the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. School shall not collect any information (whether by interview, questionnaire

from students, parents or the public) in the name of the University or Program except as expressly provided for under Exhibit A or any other provision of this Agreement.

- B. School may publish results of its local Program site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Program, administered by the University, and a statement that findings, conclusions, and recommendations are those of the author or School personnel only and do not necessarily represent the view of the University and Program. A copy of all such publications must be furnished to Program following publication. Such publications may include sections of larger reports that describe School activities.

6) **AFFIRMATIVE ACTION/NON-DISCRIMINATION.**

District agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

7) **DISCLAIMER OF WARRANTY.**

THE UNIVERSITY AND CEP MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT. THE DISTRICT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. THE DISTRICT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. THE UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

8) LIMITATION OF LIABILITY.

EACH PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL.

9) INDEMNIFICATION.

Each Party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense. Neither Party shall settle nor consent to the entry of any judgment in any action, suit or proceeding without the consent of the other Party, and such consent not be unreasonably withheld, conditioned, or delayed.

10) INSURANCE.

A. University Insurance: University shall keep in full force and effect during the term of this Agreement, at University's sole expense, insurance as follows:

- i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000
- ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- iii. Workers Compensation as required by applicable law.

Destination College Advising Corps (DCAC)
East Bay Innovation Academy

August 1, 2021 to June 30, 2022

- iv. Upon request, University shall file Certificate(s) of Insurance or self-insurance with District naming District as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the University or any person or persons under the University’s direct supervision and control.
- B. District Insurance: District shall keep in full force and effect during the term of this Agreement, at District's sole expense, insurance (“Insurance”) as follows:
- i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000
 - ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
 - iii. Workers Compensation as required by applicable law.
 - iv. If the Insurance is written on a claims made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.
 - v. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of District or District’s officers, employees and agents.
 - vi. Within thirty (30) days of the execution of this Agreement, District shall furnish University with a Certificate of Insurance evidencing compliance with the Insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.
 - vii. The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.

11) UNIVERSITY TRADEMARKS.

The District and School shall not use the name of the University of California, any abbreviation thereof, any name of which “University of California” is a part, or any trademarks or logos of the University (“**University Marks**”), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the District or School, its products or services. All such

uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at bcbp@berkeley.edu. At all times, the District and School agree to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the University. The District nor the School shall not, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the District hereby expressly waives any right which it may have in University Marks. The District recognizes the University's exclusive ownership of University Marks.

12) COPYRIGHT.

To the extent any of the Program materials delivered pursuant to the terms of this Agreement incorporate any of the University's preexisting copyrighted materials, the University hereby grants to District the right to use such materials but only as incorporated in the Program curriculum as delivered under this Agreement and only to the extent necessary to effect the delivery of such programs. The University shall own the copyright of any copyrightable materials developed in the performance of this Agreement. The University hereby grants to District a royalty-free, nonexclusive license to use all materials delivered to District under this Agreement solely as necessary to perform this Agreement. District may not use such materials for any other purpose without the prior written approval of the University. Any breach of this provision shall be deemed to be a material breach of this Agreement upon the occurrence of which the University may terminate this Agreement effective immediately without impairing any other rights or remedies available to the University under the law. All copies of such information in written, graphic or other tangible form shall be returned to University upon termination of this Agreement. All non-public information relating to the materials or the program shall be kept confidential by District, shall be used only in performing hereunder, and may not be used for any other purposes without the prior written approval of CEP's Assistant Vice Chancellor.

13) RELATIONSHIP OF THE PARTIES.

In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes. Neither Party will have the right to obligate or bind the other in any manner whatsoever.

14) GOVERNING LAW.

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of law's provisions.

Destination College Advising Corps (DCAC)
East Bay Innovation Academy

August 1, 2021 to June 30, 2022

15) COMPLIANCE WITH LAW.

Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

16) FORCE MAJEURE.

If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism or war, whether actual or threatened, judicial orders, epidemics, quarantine, public health or travel restrictions or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event. In the event of force majeure, the Parties may agree to alternative methods of performance that mitigate the effect of force majeure, subject to mutual agreement as to the terms thereof (including the payment of additional amounts). The University may perform all services remotely to the extent that any in-person component of performance is impractical because of COVID-19 conditions.

17) WAIVER.

Any failure of either Party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

18) ASSIGNMENT.

District may not assign this Agreement, or any part hereof, without the written consent of University, which consent or refusal to consent shall be in the absolute discretion of the University and may be granted or withheld without any reason given.

19) SEVERABILITY.

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction. Such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

20) INTEGRATION.

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

Destination College Advising Corps (DCAC)
East Bay Innovation Academy

August 1, 2021 to June 30, 2022

21) COUNTERPARTS.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

22) AMENDMENT.

This Agreement may be amended or modified only by mutual written agreement of the parties.

23) ATTORNEY FEES.

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

24) REPRESENTATIONS.

University and District each represents that it has full authority to enter into and perform its obligations under this Agreement.

25) NOTICES.

University Representatives:

Program Matters:

Sumi Godfrey Wong – Co-Director, Destination College Advising Corps
sumigodrey@berkeley.edu

Contractual Matters:

Lucy Parada – Program Manager, Destination College Advising Corps
annalucina@berkeley.edu

School/District's Representative(s):

Program Matters:

Rodolfo Ornelas – Principal, East Bay Innovation Academy
rodolfo.ornelas@eastbayia.org

Notice pursuant to this Agreement shall be in writing to the above email addresses or to such other address that either Party may, by written notice, later designate to the other. Notice shall be effective on the date sent by fax or e-mail, or three days after the date of deposit with the U.S. Postal Service, certified mail return receipt requested.

[SIGNATURE PAGE FOLLOWS]

Destination College Advising Corps (DCAC)
East Bay Innovation Academy

August 1, 2021 to June 30, 2022

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

<DISTRICT>

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



Signature of Authorized Representative

Signature of Authorized Representative

Name: Amanda Okamoto
Title: Dir. of Operations
Date: 7-24-2021

Name: _____
Title: _____
Date: _____

EXHIBIT A**RESPONSIBILITIES OF PROGRAM**

- A. Train, mentor and assign recent 4-year university graduate(s) as College Adviser Fellow(s) to School(s) to offer program services guided by a Regional Manager, driven by data-based assessment.
- B. Enlist a full-time staff member as Regional Manager to provide support, guidance and direction to the College Adviser Fellow(s) and to work with School to ensure Program efficacy and service delivery.
- C. Work in partnership with School to promote a college-going culture through providing guidance and training using best practices based on data and analysis of school culture and students' college knowledge and awareness.
- D. Implement an Evaluation Plan for continuous improvement and for determining sustainability and scale-up opportunities.
- E. In line with our campus policies to keep Program staff safe and avoid risk of exposure to COVID-19, the Program may provide virtual advising services and fulfill all aspects of the scope of work to support school/program, students and their families if deemed unsafe for the Program to provide services at school sites.

College Adviser Fellow shall:

1. Provide support to School during the operational hours of the school site(s) beginning late August 2021 through early June 2022. If it is decided by the Program and/or the District that for safety concerns the College Adviser Fellow cannot be physically at the school site due to COVID-19, they will continue to provide support to the School(s) remotely.
2. Under the direction of the Regional Manager, support student college preparation via individual student sessions, group workshops and/or school-wide events.
3. Recruit, enroll and support a cohort of students from all grade levels in order to provide intensive college preparation support.
4. Attend mandatory Program meetings, trainings and conferences that may be held at non-school site locations.
5. Sign confidentiality agreements with the School, as appropriate.

Regional Manager shall:

1. Train and mentor the College Adviser Fellow(s) and serve as the liaison between the College Adviser Fellow and School.
2. Ensure College Adviser Fellow(s) fulfill service requirements and duties whether it be in-person or has to be done remotely due to COVID-19. The Regional Manager should be notified of any issues with College Adviser Fellow(s) and will be responsible for resolving them.

Destination College Advising Corps (DCAC)

East Bay Innovation Academy

August 1, 2021 to June 30, 2022

3. Provide School staff with information about Program and its associated research participation, its College Adviser Fellow(s) and general information about admissions to institutions of higher education; and share data and analysis of direct services provided to students.
4. Coordinate events or visits for further advancement of Program's mission.
5. Provide resources and training as appropriate on college-going culture.
6. Work with School parent services to integrate college-going information.

College Adviser Fellow(s), Regional Manager and other Program staff exercise the strictest confidentiality and all information obtained will only be used for program purposes as described in this Agreement. College Adviser Fellow(s) will sign confidentiality agreements with the School, as appropriate.

Program should not be considered a replacement for but may supplement existing School services, programs and/or staffing. Program services will be made available to all students attending the School.

In-person and virtual services may include but not limited to: individual student college preparation advising; student and/or parent group college preparation/informational workshops/sessions; school, district and/or region wide college preparation/informational events; college exploration campus visits; and/or supplemental summer and/or weekend college preparation programs.

RESPONSIBILITIES OF SCHOOL

- A. If it is deemed safe for the College Adviser to physically be on campus, the site will provide designated space for College Adviser Fellow(s) with access to a computer (Internet, appropriate listserv, School/district email and student information system), printer, telephone, supplies, and copiers.
- B. Provide access to approximately 140-160 9th-12th graders from whom College Adviser Fellow will recruit to Program in order to provide intensive mentorship, college awareness and preparation services.
- C. Whether in-person or virtually, allow College Adviser Fellow(s) to contact students from non-core subjects for one-on-one and small group advising.
- D. Allow College Adviser Fellow dates, times and space to conduct meetings and/or workshops.
- E. Provide access to data to implement Evaluation Plan and participate in related national research project. Data includes National Student Clearinghouse aggregate (non-student identifiable data) reports and/or School student roster which must be provided by October 31st. The Program may provide aggregate outcome and service data to external parties. The Program will not release student level personal identifying data to external parties. The Program will provide NSC matching raw data to School upon request.
- F. Provide access to school staff meetings.
- G. Release College Adviser Fellow(s) for Program mandatory meetings, trainings, and conferences.

Destination College Advising Corps (DCAC)
East Bay Innovation Academy

August 1, 2021 to June 30, 2022

- H. Provide College Adviser Fellow(s) with general and/or “view only” access to student records to include: class schedules, academic transcripts and/or grad inventories, college/university application information/data, SAT/ACT/PSAT scores and accounts to the School student information system.
- I. Provide College Adviser Fellow(s) with account access to the University of California Office of the President (UCOP) Transcript Evaluation Service (TES).
- J. Both in-person and virtually, provide working environment free from unwelcome behavior by adults, students or visitors, and if such behavior occurs, School will work with University to ensure that the unwelcome behavior stops, and that the College Adviser Fellow(s) is made whole.

(For full University of California Sexual Harassment policy, go to: <http://ophd.berkeley.edu/policies-procedures/sexual-harassment>). Regional Manager will review specific procedures related to Sexual Harassment for College Adviser Fellow(s) with School staff.
- K. Provide a site administrator or staff to serve as primary contact to assist and provide support to College Adviser Fellow(s) in the facilitation of the above listed items.
- L. Support the College Adviser Fellow(s) in implementing school-wide events that promote and increase college-going culture, for example, Decision Day which may be implemented either in-person or virtually.
- M. Collaborate and plan to implementation of the previously described activities.
- N. Understand that all Program efforts are motivational and supplementary, and should enhance activities already provided at the School.

I. PROGRAM EVALUATION

Program will implement an Evaluation Plan that will be designed to minimize the time required by students or teachers to complete surveys, utilize as much as possible present School surveys, annual data collection by Program and analysis of publicly available data repositories. Program will need to collect data and/or secure data such as Senior Surveys, National Student Clearinghouse college enrollment data (or student data to run NSC reports), Transcript Evaluation Service (TES), a-g reporting and/or student graduation data. The Program staff will work with partners to implement the evaluation and information will be gathered for purposes of reporting to various Funders and the College Advising Corps (“CAC”) and will be shared with the School for internal reporting goals.

II. FINGERPRINTING, TB SCREENING and NSOPW CLEARANCES

Program will cover the costs for fingerprinting clearances and Tuberculosis screening. The College Adviser Fellow(s) will have their fingerprints taken and processed by the UC Berkeley Police Department prior to being on-boarded as a College Adviser Fellow(s). Fingerprints will be cleared through the DOJ and FBI databases. College Adviser Fellow(s) will be screened through the NSOPW prior to enrollment and placement at School. Proof of NSOPW and DOJ/FBI Clearances as well as TB screening results will be provided upon request.

III. RESEARCH AND EVALUATION PLAN

- A. The evaluation plan will collect and analyze data to provide Program with information on the effectiveness of Program on the following goals.
1. Increase students' college knowledge and aspirations;
 2. Increase parent/family college awareness, knowledge and expectations for students;
 3. Increase student preparation for college admissions;
 4. Increase percent of high school graduates going to college.
- B. In consultation with the School, Program shall:
1. Administer Program surveys in April/May 2022 as per University requirements; School can choose to administer the Program survey to additional students and Program will provide the surveys and the analysis;
 2. Access data collected on school-wide surveys such as a Senior and Satisfaction Surveys, and surveys as to test taking, application, acceptance, enrollment and financial aid information, data from tracking systems;
 3. Analyze information presently collected by the School (*e.g. National Student Clearinghouse and PSAT, SAT/ACT scores and testing data*) for enrollment information and test taking;
 4. Utilize Transcript Evaluation Service (TES) data to inform college advising services.
 5. Utilize the publicly available data repositories for data such as: a-g analysis, Cal Grant applications;
- C. If the School does not collect college enrollment data from the National Student Clearinghouse, Program will require student level data on graduates to send to the National Student Clearinghouse in order to retrieve college enrollment, retention and/or graduation data. The School roster will need to include the following fields: School Name, Graduation Year, First Name, Last Name, Date of Birth and Ethnicity. There will be no cost to the School for this service;
- D. Other evaluations/assessments may be requested from College Advising Corps, African American Male Achievement Initiative, EAOP, SCEC and/or other Program partners on a case-by-case basis.
- E. The Regional Managers and College Adviser Fellow(s) will be responsible to collect and track information as they work with students and will work with CEP staff on implementing the evaluation plan. All data and analysis will be shared with the District/School. Program may provide aggregate outcome and service data to external parties.



Combined Board Check Register

School: **EBIA**

Month: **June 2021**

Total Paid By Check: \$ 267,618.38
Total Paid By Credit Card: \$ -

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7000	AT & T	6/10/2021	Bill #16479971--#6883 Internet Services 04/16/21 - 05/15/21		\$ 674.96
Check	7001	AT&T	6/10/2021	Bill #16469515--#2435 Internet Services 04/13/21 - 05/12/21		\$ 674.96
Check	7002	Beehively	6/10/2021	Bill #9391062435--Beehively Web Service (July - September 2021)		\$ 9,720.00
Check	7003	Sarah Blair	6/10/2021	Bill #20210259--IT Services (July - September 2021) Bill #040521--7th grade Science Demo Safety Google 2pk; Thermometers 10pk. Experiment Painter's Tape 1roll; Luster Leaf-Soil Test Kit; Seeds Peat Moss Vermiculite Seed Starter Pots Ziploc Bags Perlite.		\$ 190.71
Check	7004	Paulette Boyd	6/10/2021	Bill #060721--Refund of exam fees for AP Calc& AP Phys; paid with Check #1109		\$ 190.00
Check	7005	Charter Schools Development Center (Non Profit)	6/10/2021	Bill #9731--CSDC 1 year Membership US & LS Qty 620		\$ 1,860.00
Check	7006	CliftonLarsonAllen LLP	6/10/2021	Bill #2873861--Preparation of 2019 Fed and Ca forms 990 & 199 for year ended June 30 2020		\$ 1,401.75
Check	7007	CodeFu	6/10/2021	Bill #02--Weeks 8 - Dojo sessions Spring 2021 sessions		\$ 760.00
Check	7008	College Entrance Examination Board	6/10/2021	Bill #ES00030162--SATSD w/o Essay 11th grade Qty 18; Fee Reduction Benefits Qty 3x\$44		\$ 804.00
Check	7009	EdTec	6/10/2021	Bill #21562--State Reporting Apr 2021; UPS Bill Back 1Z3Y41190796715421		\$ 65.00
Check	7010	Michelle Fitts	6/10/2021	Bill #060921--Commenorative Popcorn for cast/crew/family event (white cheddar/kettle corn); T-shirt Printing supplies; Casters and Bolts for sets; Theater makeup kit and supplies		\$ 514.69
Check	7011	Herff Jones, Inc.	6/10/2021	Bill #1068554--EBIA Diploma Qty 4		\$ 31.81
Check	7012	Bonita Herrera	6/10/2021	Bill #052021--Graduation Vinyl banner; Senior Pictures		\$ 208.19
Check	7013	Michael J Kirby	6/10/2021	Bill #060721--Refund of exam fees for AP CS; paid with Check #1597		\$ 95.00
Check	7014	La Cheim School, Inc	6/10/2021	Bill #14880--JW Tuition and Transportation in April 2021		\$ 3,685.65
Check	7015	Jason Nguyen	6/10/2021	Bill #01--EBIA 8th & 12th Graduation Video Editing and Production		\$ 1,200.00
Check	7016	Lina's Janitorial Services	6/10/2021	Bill #28--Janitorial Service for US & LS 05/01-05/31		\$ 10,000.00
Check	7017	OUSD Buildings & Grounds	6/10/2021	Bill #EBIARENT21D--2020/21 Facility use fee (4 of 4) Final		\$ 33,873.58

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	7018	Rodolfo Ornelas	6/10/2021	Bill #052721--LiveScan fingerprinting reimbursement		\$ 91.00
Check	7019	PG&E	6/10/2021	Bill #011521--Gas & Electric for Marshall 12/10/20 - 01/10/21 Bill #05182021--Gas & Electric for Marshall 04/13/21 - 05/11/21		\$ 4,949.39
Check	7020	Regents of the University of California	6/10/2021	Bill #3--Measure N Linked Learning coaching and technical assistance 05/21/20 - 05/10/21		\$ 10,347.50
Check	7021	Revolution Foods, Inc.	6/10/2021	Bill #451960--Food Service Remote LS May 2021		\$ 1,417.50
Check	7022	Nicole Smith	6/10/2021	Bill #060221--Assessment- BASC- 3 Remote Admin Forms		\$ 35.20
Check	7023	Waste Management Of Alameda County	6/10/2021	Bill #275300422167--Ops Charter April Service Bill #275460322165--Ops Charter May Service		\$ 1,226.12
Check	7024	AT & T	6/29/2021	Bill #16625598--#6883 Internet Services 05/16/21 - 06/15/21		\$ 674.96
Check	7025	AT&T	6/29/2021	Bill #16612805--#2435 Internet Services 05/13/21 - 06/12/21		\$ 674.96
Check	7026	AALRR Attorneys at Law	6/29/2021	Bill #625317--General Special Education Legal Service May 2021; Credits: Unapplied Cash \$30 & Courtesy Adjustment of Service Charges \$28.25		\$ 197.89
Check	7027	Beehively	6/29/2021	Bill #20210320--Chromebook Repair Trackpad		\$ 105.87
Check	7028	Bitframe Media LLC	6/29/2021	Bill #1139.2--Live Stream Commencement Final Payment		\$ 2,479.40
Check	7029	Teressa Coenen	6/29/2021	Bill #060821--Capstone Candy Prizes		\$ 32.89
Check	7030	CoPower	6/29/2021	Bill #2101883--Dental Plan July 2021		\$ 2,912.30
Check	7031	Document Tracking Services	6/29/2021	Bill #9460505--Document Tracking Services (5/15/21-5/15/22)		\$ 395.00
Check	7032	East Bay Speech Pathology, Inc.	6/29/2021	Bill #1501--Speech & Language Pathology services		\$ 12,503.00
Check	7033	EdTec	6/29/2021	Bill #21663--Monthly Back Office Service - June 2021		\$ 5,250.00
Check	7034	Michelle Fitts	6/29/2021	Bill #061121--Storage Boxes for Prop and costumes Bill #061021--Bottle Rocket Launcher; Adapt/Die Climate Change Instructional materials		\$ 147.42
Check	7035	Golden Gate Academy	6/29/2021	Bill #070121--Monthly use fee for Golden Gate Academy campus Upper School EBIA site		\$ 18,500.00
Check	7036	Henderlite, Kyle (ee)	6/29/2021	Bill #062421--New Hire Live Scan		\$ 72.00
Check	7037	Bonita Herrera	6/29/2021	Bill #060321--8th Certificate Ceremony Decorations; Graduation Ceremony decorations and		\$ 316.80
Check	7038	HopSkipDrive, Inc	6/29/2021	Bill #5522--Transportation for JW Month of May Completed Qty 6; Cancelled Qty 1		\$ 476.25
Check	7039	Kaiser Foundation Health Plan	6/29/2021	Bill #JULY2021--July 2021 Medical Health Plan		\$ 27,558.81

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	7040	La Cheim School, Inc	6/29/2021	Bill #JWMAY2021.1--JW transportation in May 2021 Bill #JWAPRIL2021--JW Daily counseling and guidance Unit 17; Weekly individual counseling Units 3; Psychological Services Units 25; Day Treatment 2x month Units 2; Parent Counseling 2x month Unit 1.5: Behavior Intervention Unit 50 Bill #JWMAY2021.2--JW Daily counseling and guidance Unit 12; Weekly individual counseling Units 3; Psychological Services Units 18; Day Treatment 2x month Units 2; Parent Counseling 2x month Unit 1.5: Behavior Intervention Unit 20 Bill #14890--JW Tuition in May 2021		\$ 24,196.40
Check	7041	Law Offices of Young, Minney & Corr, LLP	6/29/2021	Bill #71380--Legal Service Through 05/31/21		\$ 1,019.35
Check	7042	Lina's Janitorial Services	6/29/2021	Bill #29--Janitorial Service for US & LS 06/01 - 06/30		\$ 10,000.00
Check	7043	Newsela, Inc	6/29/2021	Bill #INV18868--Newsela ELA Social Studies & Science x 2each & All Access PD Pass School License Qty 2		\$ 750.00
Check	7044	OUSD Buildings & Grounds	6/29/2021	Bill #EBIAOVSF21--20/21 Charter Schools 1% oversight fee		\$ 55,130.00
Check	7045	Office Depot	6/29/2021	Bill #177844929001--Box of Envelopes 500ct Bill #179361309001--Qty 5 Postage Stamps Bill #177845062001--Storage file box 10pk; envelope Grip seal 100ct; Postage Stamps 2rolls Bill #180260674001--Qty 3 Copy Paper Bill #178851948001--10pk Storage Box; 3pk Masking Tape; Painter Tape 6pk; Wite-Out Dz		\$ 650.07
Check	7046	Amanda Okamoto	6/29/2021	Bill #062421--Tape Stage setup; LS Campus needs trashcans scres pliers; LS Teachers and Student food; Water for students and La Crox for teachers		\$ 720.19
Check	7047	PG&E	6/29/2021	Bill #06172021--Gas & Electric for Marshall 05/21 - 06/10/21 & Late Charges \$24.64		\$ 3,358.02
Check	7048	PowerSchool	6/29/2021	Bill #INV258535--PowerSchool SIS Hosted qty 720; Hosting SSL Certificate; PD+Subscription 07/01/21 - 06/30/22		\$ 10,363.60
Check	7049	Ready Refresh	6/29/2021	Bill #01F0035832427--Malcolm drinking water 05/07/21 - 06/06/21; Delivery 06/01 2qty		\$ 15.98
Check	7050	Ready Refresh	6/29/2021	Bill #01F0035832435--Mountain Blvd Water Late Cancellation fee		\$ 8.99
Check	7051	RingCentral Inc.	6/29/2021	Bill #000255365--Phone Services 05/29/21 - 06/28/21 + Extra Fee Mobile User		\$ 732.30
Check	7052	Sandy Park	6/29/2021	Bill #2021.1--LCAP Development and Support Qty 14		\$ 2,030.00
Check	7053	Silverman, Daniel (ee)	6/29/2021	Bill #062421--New Hire Live Scan		\$ 87.00
Check	7054	Vision Service Plan - (CA)	6/29/2021	Bill #350788422169--Marshall Elementary June Service 2021		\$ 1,454.92
Check	7055	Elizabeth Walser	6/29/2021	Bill #060921--7 hours of IEP Meeting and Prep		\$ 700.00

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	7056	Wong, Mason (ee)	6/29/2021	Bill #062421--New Hire Live Scan		\$ 87.00

	<p>Agreement No. C20_____</p>
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**CALIFORNIA STATE UNIVERSITY, EAST BAY
STUDENT TEACHING EXPERIENCE AGREEMENT**

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of California State University, East Bay, hereinafter called University, and East Bay Innovation Academy noted below, hereinafter called the District.

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

SPECIAL PROVISIONS

The TERM of the Agreement is for a period of five fiscal years: July 1, 2021 through June 30, 2026.

GENERAL TERMS

The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions, Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensation of either party. They shall not replace District staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provision credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is

approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

University students assigned to practice teaching in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

University students assigned to practice teaching in the District shall be effective for this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

UNIVERSITY shall be responsible for damages caused by the negligence of its officers, employees and agents. FACILITY shall be responsible for damages caused by the negligence of its officers, employees and agents.

Execution of this contract is hereby requested.

CALIFORNIA STATE UNIVERSITY, EAST BAY and East Bay Innovation Academy

By _____ Chris Chamberlain _____ By _____

_____ Interim Dean, College of Education & Allied Stud
Superintendent/Designee/Printed

By _____ Eric Engdahl _____

Chair, Teacher Education Department

===== CERTIFICATION

I, the duly appointed and acting clerk or Secretary of the Governing board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on:

, 20_ Month/Day

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the is hereby authorized to execute the same."

School District County

By
Clerk, Secretary (strike one) of the Governing Board of the School District



Quote ID: Q-65556
Contract Period: 08/01/2021 - 06/30/2022

Quote Date: 12/08/2020
Valid Until: 09/30/2021

Client Information

Account Name	
East Bay Innovation Academy	
Address	Client
3400 Malcolm Ave Oakland, CA 94605-5353 Phone: (510)984-3242	Devin Krugman Email: dkrugman@eastbayia.org Phone: 510-577-9557

Achieve3000 is pleased to continue partnering with you to accelerate your students' literacy growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of Achieve3000's research-based solutions by visiting www.achieve3000.com.

Product	Cost	Qty	Total
Achieve3000 Literacy: up to 375 Students <i>(NP-LIT)</i>	\$13,225.00 per site	1	\$13,225.00
Achieve3000 Literacy: includes 1 student license. <i>(LIT-STDT)</i>	\$42.00 per student	100	\$4,200.00
Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. <i>(SITE-SETUP)</i>	\$290.00 per site	1	\$290.00
Subtotal			\$17,715.00
Discount			(\$290.00)
Order Total			\$17,425.00

See Next Page for Quote Acceptance



Acceptance for Quote ID Q-65556: \$17,425.00

East Bay Innovation Academy

Achieve3000

Account Name

Signature

Signature

Name / Title

Name / Title

Date

Date

The Complete Signed Quote and Purchase Orders can be sent to:

Achieve3000
331 Newman Springs Road
Suite 304
Red Bank, NJ 07701

Fax: (316) 221-0718

Email: orders@achieve3000.com

For questions, please contact Renewal Sales at 732-367-5505 x222.

This quote is governed by and subject to the Achieve3000 terms and conditions at <https://achieve3000.com/about/terms-of-service/>. By signing this quote, you are agreeing to such terms and conditions.

To explore more renewal options, such as a multi-year quote with LOCKED-IN PRICING for three full years, please contact your Customer Advocacy Manager for an adjusted quote.

About Achieve3000®

Achieve3000 delivers a comprehensive suite of digital solutions that significantly accelerate literacy growth and deepen learning across the content areas. Using personalized and differentiated solutions, Achieve3000 provides equity for remote and on-site instruction, enabling educators to help all students achieve accelerated growth. Our suite of solutions includes: Achieve3000 Literacy, a differentiated learning platform for grades 2-12; Actively Learn, a digital curriculum for grades 3-12; Smarty Ants, a foundational literacy platform for grades PreK-2; and Achieve3000 Math, a digital mathematics solution.

Learn more about Achieve3000's learning solutions at www.achieve3000.com.





Paper Education Company Inc.
279 Sherbrooke St. W #410
Montreal, QC
H2X1Y2
www.Paper.co
July 28, 2021

Description of Services

East Bay Innovation Academy Upper School to purchase the chat-based tutoring services and actionable insights provided through Paper's online platform for students studying at East Bay Innovation Academy Upper School. Paper will provide East Bay Innovation Academy Upper School with teacher user accounts, administrator accounts, at no additional cost.

As a Reference District, East Bay Innovation Academy Upper School agrees to act as a reference for Paper, from time to time, when asked.

As a Reference District, East Bay Innovation Academy Upper School agrees to be the subject of a case study organized and executed by Paper, at no additional cost to the district.

Paper will execute professional development and student orientations for the students participating in the agreement. Paper will provide East Bay Innovation Academy Upper School with routine check-ins and extra training as needed.

Paper will provide East Bay Innovation Academy Upper School with marketing materials and marketing strategies to ensure student engagement grows.

What is Paper?

Paper provides schools with unlimited access to a variety of services through a device-agnostic, secure, Educational Support System (ESS).

With Paper, students receive Unlimited 24/7 One-on-one Tutoring for all subjects, delivered by a live educator through Paper's Classroom in both English and Spanish.

Each online educator is a Paper Employee who is trained in the Socratic teaching method and undergoes a criminal background check prior to employment.

Paper also provides students with Essay Review, where students can upload any piece of written work and receive an annotated version of their work within twenty-four hours.

All student activity on Paper is recorded, tracked, and made readily available to school teachers and administrators. This equips teachers with Transparent Insights on how their students are learning outside the classroom and helps educators personalize their instruction.

Paper's Student Success team works closely with each and every partner school to understand the specific needs and goals at each site. Through professional development, student orientations, and much more, Paper ensures that schools are excited and ready to level the playing field for all.



(September 1, 2021 - August 31, 2022)

Student Licenses	Monthly Price Per Student	District Cost for 12 Months
623	\$4.93	\$36,856.68

- + Teacher & Administrator Accounts, at no additional cost
- + **Total District Cost for Contract length (1 Year): \$36,856.68**



Because learning changes everything.®

QUOTE PREPARED FOR:

EAST BAY INNOVATION ACADEMY
 3400 MALCOLM AVE
 Oakland, CA 94605-5353
 ACCOUNT NUMBER: 7908315

SUBSCRIPTION/DIGITAL CONTACT:

Michelle Cho
 michelle.cho@eastbayia.org

CONTACT:

Michelle Cho
 michelle.cho@eastbayia.org

SALES REP INFORMATION:

Kerry Richmond
 kerry.richmond@mheducation.com
 530-408-8852

ALEKS for East Bay IA - 500 Subscriptions

Product Description	ISBN	Qty	Unit Price	Line Subtotal
ALEKS 6-12 MATH 1 YEAR STANDALONE SUBSCRIPTION	978-1-93-548506-3	500	\$27.00	\$13,500.00

PRODUCT TOTAL*	\$13,500.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$13,500.00

Comments:

ALEKS subscriptions are not transferable. The subscription start date is a predetermined date, specified by the customer when an order is placed, which determines the date by which the product will begin its full intended duration. The subscription start date affects the "duration" of a subscription - regardless of whether a subscription has started to be used or not. A subscription can be used prior to or after the subscription start date.

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 08/03/2021 ACCOUNT NAME: EAST BAY INNOVATION ACADEMY EXPIRATION DATE: 09/17/2021
 QUOTE NUMBER: MBUSH-08032021-001 ACCOUNT #: 7908315

Cover Sheet

East Bay Innovation Academy Program Updates

Section: III. Academic Excellence
Item: B. East Bay Innovation Academy Program Updates
Purpose: FYI
Submitted by:
Related Material: EBIA Board Academic Update Aug 2021.pdf

Board Academic Update August 2021



Overview

- SY 2020-21 State Assessments
- Summer 2021 Bridge Program
- SY 2020-21 Launch
- Schoolwide Priorities SY 2021-22

SBAC (preliminary data available)

- ELA and math: grades 6, 7, 8, 11
- Science: grades 8, 12
- In person or remote administration in May 2021
 - 50% capacity for in-person
- 88% attempted, 81% completed
 - Lower for 11th grade

While remote administration and incomplete data limit the conclusions we can draw, the results are likely to be directionally valid and reliable.

Math (Grades 6-8)

Grade	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 and 4)
6					
Total Students	39	33	10	3	13
Total % by grade level	46%	39%	12%	4%	15%
7					
Total Students	40	24	19	17	36
Total % by grade level	40%	24%	19%	17%	36%
8					
Total Students	24	25	21	24	45
Total % by grade level	26%	27%	22%	26%	48%
Student Levels Grades 6-8					
Student Levels Grades 6-8	103	82	50	44	94
Student % Levels Grades 6-8	37%	30%	18%	15%	33%

ELA (Grades 6-8)

Grade	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 and 4)
6					
Total Students	28	21	31	7	38
Total % by grade level	32%	24%	35%	8%	43%
7					
Total Students	15	31	35	22	57
Total % by grade level	15%	30%	34%	21%	55%
8					
Total Students	10	25	35	26	61
Total % by grade level	10%	26%	36%	27%	64%
Student Levels Grades 6-8					
	53	77	101	55	156
Student % Levels Grades 6-8					
	19%	27%	35%	19%	54%

Math and ELA (11th grade)

Math

Grade	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 and 4)
11					
Total Students	13	7	10	9	19
Total % by grade level	33%	18%	26%	23%	49%

ELA

Grade	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 and 4)
11					
Total Students	7	4	16	12	28
Total % by grade level	18%	10%	41%	31%	72%

Science

Grade 8	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)
Students	7	41	24	19	43
% Students	7.7%	45.1%	26.4%	20.9%	47.3%

Grade 12	Level 1	Level 2	Level 3	Level 4	On or Above Grade Level (3 or 4)
Students	1	21	12	5	17
% Students	2.6%	53.8%	30.8%	12.8%	43.6%

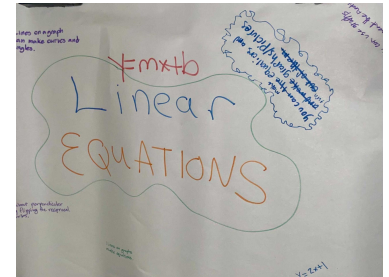
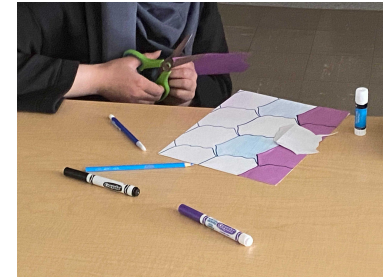
ELPAC

EL total	49	100%
Tested	42	86%
Grew level	18	37%
Same level	15	31%
Reversed level	5	10%
Level 1	5	10%
Level 2	11	22%
Level 3	16	33%
Level 4 (RFEP)	12	24%

- Summative ELPAC administered in May 2021
 - Remote and in-person administration
- 12 qualified for reclassification; after meeting with families, all but 1 were reclassified.

Summer Bridge/Phoenix Summer Academy

- Staff: EBIA instructional and support team from both sites
- Invitations
 - Bridge: (60+ 6th-8th graders, 80+ 9th-11th graders)
 - PSA: all incoming 6th and 9th graders (200)
- Engagement/transition
 - Higher and more consistent attendance among 6th-8th graders
 - Upper -- mixed, but some chronically absent students began to engage
- Outcomes
 - 47 Upperclassmen completed 95 semesters on APEX!
 - Acceleration in person
 - Mastery of key concepts in math, confidence building
 - ELA (literary analysis, argumentative writing)



First week of SY 2021-22

- Trending:
 - Belonging and community
 - Covid protocols
 - Absences and Independent Study requests
 - Relocations
 - Operations



Schoolwide Priorities 2021-22: Instructional

- Decrease the gap that exists in academic achievement across subgroups
- Consistent, effective, differentiated instruction embedded in Project Based Learning
- Increase clarity and consistency of academic expectations

Schoolwide Priorities 2021-22: Culture and Climate

- Expand upon positive school culture and climate, traditions and systems to promote sense of belonging, security and safety
- Implement systems to increase diversity and empathy in student interactions, in response to potential trauma from the pandemic
- Increase clarity and consistency of behavioral and attendance expectations across all classrooms and campuses

Schoolwide Priorities 2021-22: Student Support

- Ensure consistent quality of differentiated instruction, specialized academic instruction, and accommodations
- Ensure compliance in all aspects of service delivery and documentation
- Maintain proactive and transparent school/family relationships
- Support students navigate the college admissions process during the pandemic
- Complete college and career readiness scope and sequence

Schoolwide Priorities 2021-22: Operations

- Manage responses to Covid-19 impact on operations, keep community informed in inviting and inclusive way
- Develop staff to broaden operational infrastructure and strengthen systems and compliance
- Support community engagement
- Tell the EBIA story

Cover Sheet

Unaudited Actuals for SY 2020-2021

Section:	IV. Finance and Development
Item:	A. Unaudited Actuals for SY 2020-2021
Purpose:	Vote
Submitted by:	
Related Material:	EBIA financial summary August 2021.pdf EBIA Unaudited Actuals 2021.pdf

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021**

CHARTER SCHOOL CERTIFICATION

Charter School Name: East Bay Innovation Academy
CDS #: EBIA Unaudited Actuals 2021
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 1620

NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Shirene Moreira</u> Name	<u>Minh Co</u> Name	<u>Michelle Cho</u> Name
<u>Chief District Business & Services</u> Title	<u>Accounting Manager</u> Title	<u>Executive Director</u> Title
<u>510-670-4192</u> Telephone	<u>510-879-8605</u> Telephone	<u>510-577-9557</u> Telephone
<u>smoreira@acoe.org</u> Email address	<u>minh.co@ousd.org</u> Email address	<u>michelle.cho@eastbayia.org</u> Email address

To the entity that approved the charter school:

(X) 2020-21 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: _____ Date: _____
 Charter School Official
 (Original signature required)

Printed Name: Michelle Cho Title: Executive Director

To the County Superintendent of Schools:

(X) 2020-21 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____
 Authorized Representative of
 Charter Approving Entity
 (Original signature required)

Printed Name: _____ Title: _____

To the Superintendent of Public Instruction:

(X) 2020-21 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: _____ Date: _____
 County Superintendent/Designee
 (Original signature required)

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2020 to June 30, 2021

Charter School Name: East Bay Innovation Academy
CDS #: EBIA Unaudited Actuals 2021
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 1620

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

- Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)
- Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	3,699,851.00		3,699,851.00
Education Protection Account State Aid - Current Year	8012	119,520.00		119,520.00
State Aid - Prior Years	8019			0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,693,598.00		1,693,598.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		5,512,969.00	0.00	5,512,969.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		81,969.00	81,969.00
Special Education - Federal	8181, 8182		82,001.20	82,001.20
Child Nutrition - Federal	8220		5,266.80	5,266.80
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299	1,412.00	342,723.00	344,135.00
Total, Federal Revenues		1,412.00	511,960.00	513,372.00
3. Other State Revenues				
Special Education - State	StateRevSE		587,827.50	587,827.50
All Other State Revenues	StateRevAO	162,321.09	213,249.75	375,570.84
Total, Other State Revenues		162,321.09	801,077.25	963,398.34
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	131,071.89	266,027.77	397,099.66
Total, Local Revenues		131,071.89	266,027.77	397,099.66
5. TOTAL REVENUES				
		5,807,773.98	1,579,065.02	7,386,839.00
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	2,107,234.12	565,749.06	2,672,983.18
Certificated Pupil Support Salaries	1200			0.00
Certificated Supervisors' and Administrators' Salaries	1300	773,354.59	111,120.25	884,474.84
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		2,880,588.71	676,869.31	3,557,458.02
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	11,780.50	169,996.53	181,777.03
Noncertificated Support Salaries	2200			0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	111,690.69	2,924.41	114,615.10
Clerical, Technical and Office Salaries	2400	211,609.23	5,743.78	217,353.01
Other Noncertificated Salaries	2900			0.00
Total, Noncertificated Salaries		335,080.42	178,664.72	513,745.14

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2020 to June 30, 2021

Charter School Name: East Bay Innovation Academy

CDS #: EBIA Unaudited Actuals 2021

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	464,418.47	87,395.43	551,813.90
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	78,423.88	17,885.75	96,309.63
Health and Welfare Benefits	3401-3402	221,201.98	41,576.87	262,778.85
Unemployment Insurance	3501-3502	11,407.81	2,547.33	13,955.14
Workers' Compensation Insurance	3601-3602	39,791.35	8,576.65	48,368.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	5,814.06		5,814.06
Total, Employee Benefits		821,057.55	157,982.03	979,039.58
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100			0.00
Books and Other Reference Materials	4200	1,871.54		1,871.54
Materials and Supplies	4300	18,741.76	73,883.27	92,625.03
Noncapitalized Equipment	4400	138,382.79	173,296.51	311,679.30
Food	4700	8,727.56	12,278.90	21,006.46
Total, Books and Supplies		167,723.65	259,458.68	427,182.33
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	1,512.07	2,124.82	3,636.89
Dues and Memberships	5300	17,000.76	0.00	17,000.76
Insurance	5400	62,409.00	0.00	62,409.00
Operations and Housekeeping Services	5500	179,203.19	7,160.22	186,363.41
Rentals, Leases, Repairs, and Noncap. Improvements	5600	222,006.82	167,457.78	389,464.60
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	491,470.13	356,519.83	847,989.96
Communications	5900	27,420.87	2,273.53	29,694.40
Total, Services and Other Operating Expenditures		1,001,022.84	535,536.18	1,536,559.02
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900			0.00
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. TOTAL EXPENDITURES		5,205,473.17	1,808,510.92	7,013,984.09

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2020 to June 30, 2021

Charter School Name: East Bay Innovation Academy

CDS #: EBIA Unaudited Actuals 2021

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		602,300.81	(229,445.90)	372,854.91
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(248,295.26)	248,295.26	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(248,295.26)	248,295.26	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		354,005.55	18,849.36	372,854.91
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	684,654.19	3,571.43	688,225.62
b. Adjustments/Restatements	9793, 9795	(1.19)	(0.43)	(1.62)
c. Adjusted Beginning Fund Balance /Net Position		684,653.00	3,571.00	688,224.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,038,658.55	22,420.36	1,061,078.91
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797		22,420.36	22,420.36
c. Unrestricted Net Position	9790A	1,038,658.55	0.00	1,038,658.55

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2020 to June 30, 2021

Charter School Name: East Bay Innovation Academy

CDS #: EBIA Unaudited Actuals 2021

Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	847,167.17	22,420.36	869,587.53
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200			0.00
4. Due from Grantor Governments	9290	1,885,916.44		1,885,916.44
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	43,186.11		43,186.11
7. Other Current Assets	9340			0.00
8. Capital Assets (accrual basis only)	9400-9489			0.00
9. TOTAL ASSETS		2,776,269.72	22,420.36	2,798,690.08
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources				
	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable				
	9500	485,004.17		485,004.17
2. Due to Grantor Governments				
	9590			0.00
3. Current Loans				
	9640			0.00
4. Unearned Revenue				
	9650	300,071.00		300,071.00
5. Long-Term Liabilities (accrual basis only)				
	9660-9669	952,534.00		952,534.00
6. TOTAL LIABILITIES		1,737,609.17	0.00	1,737,609.17
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources				
	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2)				
(must agree with Line F2)				
		1,038,660.55	22,420.36	1,061,080.91

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2020 to June 30, 2021

Charter School Name: East Bay Innovation Academy

CDS #: EBIA Unaudited Actuals 2021

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
e. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits 3000-3999	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2020 to June 30, 2021

Charter School Name: East Bay Innovation Academy

CDS #: EBIA Unaudited Actuals 2021

3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2019-20 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2022-23.

a. Total Expenditures (B8)	<u>7,013,984.09</u>
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	<u>513,372.00</u>
c. Subtotal of State & Local Expenditures [a minus b]	<u>6,500,612.09</u>
d. Less Community Services [L2 Total]	<u>0.00</u>
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	<u>0.00</u>
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	\$ <u>6,500,612.09</u>



Unaudited Actuals

FY 2020-21

EBIA, August 2-21

\$373K operating income, \$22K is restricted

		Re-approved Budget	Previous Month's Forecast	Unaudited Actuals
SUMMARY				
Revenue				
	LCFF Entitlement	5,418,258	5,453,154	5,512,969
	Federal Revenue	721,089	488,716	513,372
	Other State Revenues	774,619	1,157,681	963,398
	Local Revenues	162,336	173,287	294,563
	Fundraising and Grants	144,056	104,056	102,537
	Total Revenue	7,220,358	7,376,894	7,386,839
Expenses				
	Compensation and Benefits	4,953,494	4,991,879	5,050,243
	Books and Supplies	383,774	471,153	427,182
	Services and Other Operating Expenditures	1,859,095	1,642,112	1,536,559
	Depreciation	-	-	-
	Total Expenses	7,196,362	7,105,144	7,013,984
	Operating Income	23,996	271,751	372,855

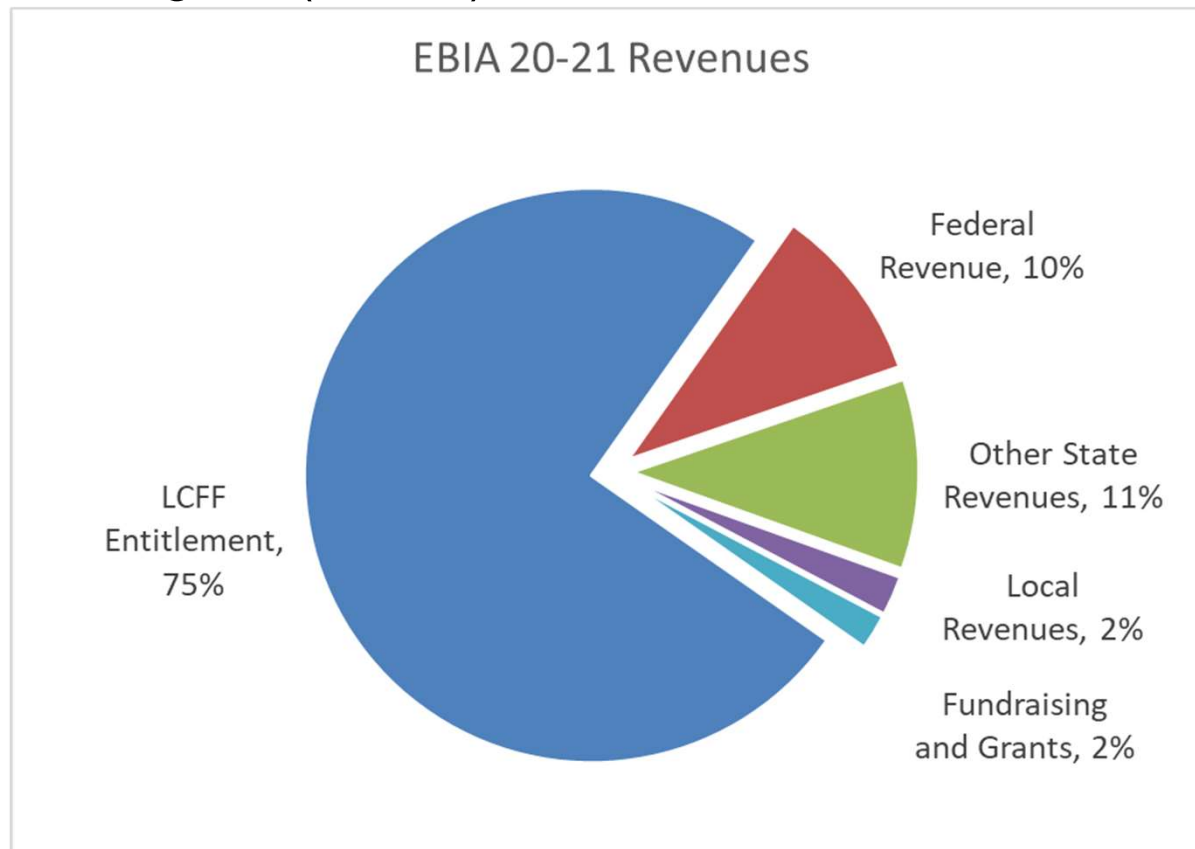
Fund balance at \$1.06M (15% of expenses)



Revenue Highlights

FY 20-21 revenues: \$7.4M

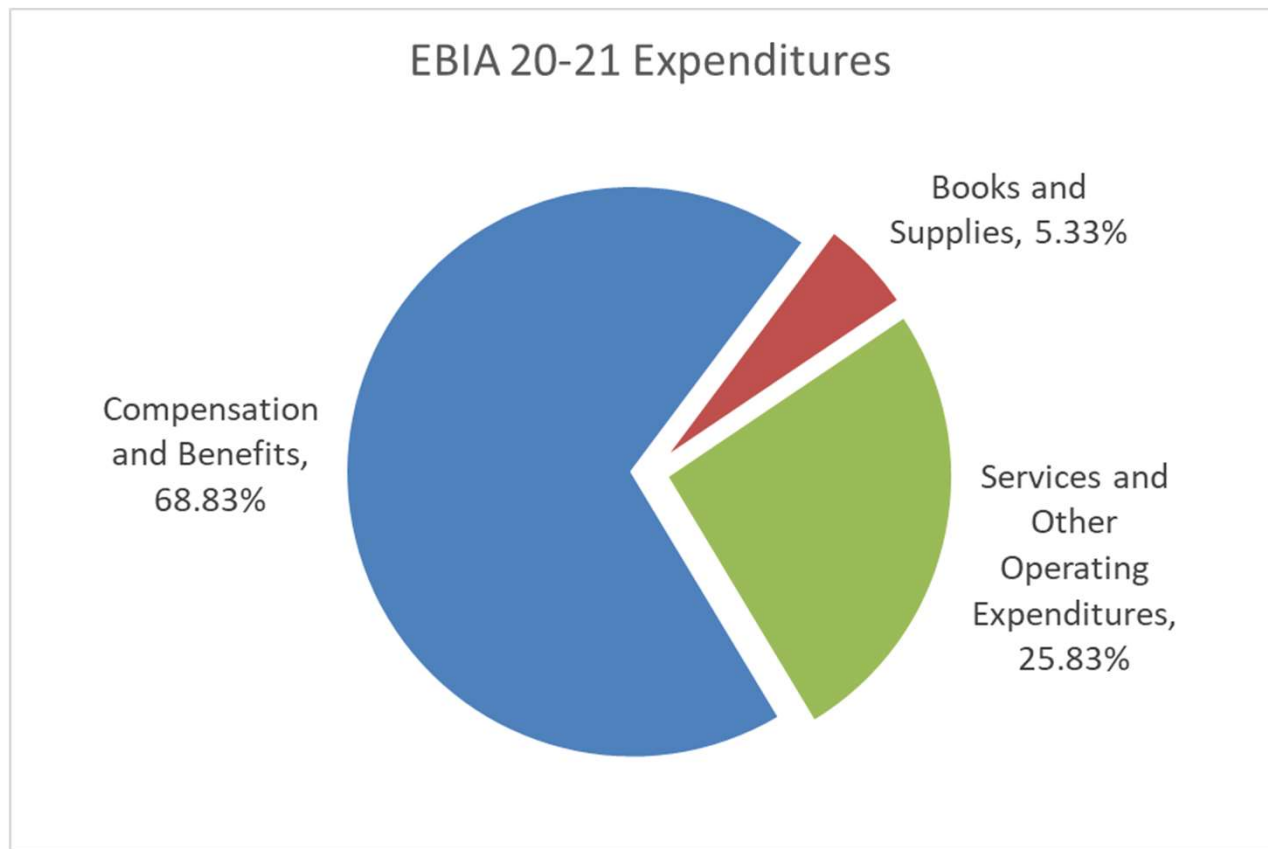
- LCFF \$5.5M (same ADA as prior year)
 - CARES ACT \$380K
- Local rev includes Oakland Measure N and G1 (\$266K)
- Fundraising rev (\$102K)



Expense Highlights

FY 20-21 expenses: \$7.0M

- Compensation and benefits (\$5.1M)
- Impacted by pandemic: Quest (afterschool), nutrition, tech, facilities/utilities



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: Facility contract HNU-EBIA_.docx .8.9.2021 RTV_MC.pdf



HOLY NAMES
UNIVERSITY
Since 1868

HOLY NAMES UNIVERSITY FACILITY LICENSE CONTRACT

August 5, 2021

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 3800 Mountain Boulevard, Oakland, CA 94619 agree as follows:

Section 1. Rented Premises and Contracted Services

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

The following facilities are being rented:

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

Total Facility Fee: \$9,750

The following services are being provided:

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

Section 2. Term of Contract

The term of this rental contract is as follows:

Facility	Date	Time	Cost
Heafey Hall	August 13, 2021- May 31, 2022	Thursdays 11 am - 5 pm; Fridays 8 am - 5 pm	\$9,750

This rental contract shall terminate without notice on: May 31, 2022, 11:59pm. On days when the university is closed, whether for scheduled holidays or for emergencies, the licensee shall have no access to the facilities.

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 \$9,750 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: September 1, 2021, October 1, 2021, January 1, 2022, and April 1, 2022. 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”.

MC 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, 2022, and again on June 1, 2022. Payment shall be due within 60 days of receipt of the invoice.

MC initial

Section 5. Supervision of EBIA students

If minor children shall be on the campus of Holy Names University, Licensee confirms that all individuals responsible for minors attending the event held by EBIA (“Licensee”) shall confirm the following:

- 1.) Minors and other applicable students from EBIA will be closely supervised, in the interest of safety, at all times they are on the campus of Holy Names University;
- 2.) Licensee has adapted adult to minor supervision ratios that are in conformity with applicable state guidelines;
- 3.) Licensee has confirmed that all individuals responsible for minor’s supervision have undergone applicable background screening, including a national sex offender registry check, and receive appropriate training in the supervision of minor children.

Licensee shall permit science faculty of Holy Names University to observe licensee activities on the facilities at any time.

MC initial

Section 6. Food Service

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

MC initial

Section 7. COVID-19 Requirements

Licensee agrees to follow all federal, state, county, and Holy Names University health and “shelter in place” orders in effect as of each date Licensee shall use campus facilities defined in Section 1. These guidelines include, but are not limited to the following:

- All students and faculty must be vaccinated and listed on the Attestation Form (see attachment 1)
- Masks will be worn at all times
- Social Distancing of 6ft to be maintained at all times
- Frequent hand washing
- No one should come to campus if feeling ill and temperatures will be taken at the gate

Section 8. Licensee Faculty Orientation

See Laboratory Safety Procedures (see attachment 2)
See Incident Assessment Guide & Campus Maps (see attachment 3)

Section 9. Facility Security Deposit

Licensee shall pay an additional sum of \$2,000.00, as Security Deposit. Licensee shall mail or deliver the Security Deposit to Holy Names University prior to sending the signed Facility Rental Contract. Holy Names University, at its option, may refuse to allow the Licensee use of the Premises if Licensee does not execute this Contract and deliver to Holy Names University, along with the Security Deposit and the "Certificate of Liability Insurance Form" **by: September 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 "security deposit payment".

MC initial

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

MC initial

Section 10. 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, acts of God, fire, labor strike, war, riots, acts of any civil or military authority, epidemic including Covid -19 related events, judicial action, or any total or partial damage or destruction of the Premises which makes it unsuitable to use. 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.

MC initial

Section 11. 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 13 students will attend any session. Any significant change in the number of persons attending or the composition of the group, will require the Licensee to give a written notice 48 hours prior to commencement of event.

MC 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.

MC initial

c.) No assignment. It is understood by Licensee that this facility license is not assignable by Licensee, either in whole or in part, nor shall Licensee sublicense any part of the facilities to be used pursuant to this license agreement.

Section 12. 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. *MC 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. *MC 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. *MC initial*

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

f.) Licensee assumes full responsibility for their personal property. Holy Names University is not liable for any and all loss, stolen or damaged property belonging to the Licensee. *MC initial*

Section 13. Advertising, Event Notice Compliance

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

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

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

Section 14. 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 indemnity, 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. *MC initial*

Section 15. Arbitration & Attorney’s Fees

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

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

Section 16. Governing Law

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

Section 17. 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. *MC* initial

Section 18. Public Liability and Property Damage

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

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

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

Section 19. Amendments

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

Section 20. Technical Services & Setups

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

Section 21. 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.

MC 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
3800 Mountain Boulevard
Oakland, CA 94619
Telephone: 510-577-9557

By _____
Luis Guerra, VP Facilities & Events

By Michelle Cho

Date _____

Date 8/13/2021

Attachment 1

Attestation Form

As Holy Names University plans more in-person activities on campus this fall semester, it has determined that requiring a COVID-19 vaccination for all students, staff, faculty and visitors will best protect the health and well-being of our campus community.

COVID-19 vaccines have been shown to significantly reduce the probability of contracting and spreading the COVID-19 virus. The vaccines also reduce the chance of serious illness for those who do contract the virus. According to the CDC, the vaccines have received and continue to undergo the most intensive safety monitoring in U.S. history.

As an organization requesting use of our facility it is a requirement that all individuals coming to our campus be fully vaccinated. You are required to list all staff and students that are planning to attend campus 2 weeks prior to this visit. (see attached)

Individuals will need to sign in using Envoy (see attached) and have their temperature taken at the entrance. While on campus all individuals are expected to wear their masks, maintain 6 feet of social distance and wash their hands frequently with soap and water for at least 20 seconds.

I _____ certify that all students and faculty names provided below are fully vaccinated. I understand that HNU periodically audits for compliance with this agreement and if it is discovered unvaccinated individuals are on campus the contract will be ended.

First Name	Last name

Use another sheet of paper to add additional participants.

Attachment 2 Laboratory Safety Procedures

1. Wear protective goggles at all times in the laboratory.
2. Dress appropriately for the laboratory. Wear only shoes that completely cover the feet. Long hair should be tied back. Lab coats or aprons are recommended
3. Splashing and spilling are major concerns in the lab. However, working carefully and wearing proper personal protective equipment, i.e., goggles, gloves, proper shoes and attire will minimize the impact of any accidental splash.
4. Avoid skin contact with any chemicals. For minor "unwanted" exposure on skin, go to the nearest sink and flush the affected area with plenty of water. Be familiar with the location and operations of eye-wash and emergency shower in the lab. Use these emergency equipments in a "major" exposure.
3. Keep your bench top organized as you work. Put jackets, book bags, and personal belongings away from the work areas and walkways. Clean your working area before you leave the lab.
5. Broken glass can cut and cause injury. Know where the first aid kit is in the lab for treating minor cuts and burns. For a major injury, we will call for emergency medical attention.
6. Be careful when working with glass equipment, they can break. If it breaks, carefully sweep the debris with a brush and a dustpan, and dispose it in the broken glass receptacle.
7. Hot equipment can cause a serious burn. Be careful when handling hot equipment such as crucible, evaporating dish, etc. Always handling hot equipment with a tong or insulating glove.
8. Occasionally, we will use Bunsen burner in our experiments. When a burner is required, clear the bench top completely to limit unwanted fuel for the flame.
9. Familiarize the location and operation of the fire extinguisher in the lab. However, in case of a major fire (or a disaster, e.g., an earthquake), evacuate the lab calmly and orderly and call 911 for help.
10. Treat every reagent that you handle in the lab as a toxic substance, even though most of the substances that you work with in the lab are very mild and benign. Avoid contact

with skin, inhalation and ingestion of any substance. Read the label of all reagent bottle before used.

11. Always dispose of unused chemicals and waste exactly according to the directions of the instructor.
12. No eating or drinking in the laboratory.

Attachment 3

2.6 ASSIGNMENTS OF FUNCTIONS AND RESPONSIBILITIES INCIDENT ASSESSMENT GUIDE

Following NIMS guidelines, the University has adopted the following general guidelines to assess the severity of emergencies affecting the University and to coordinate an appropriate response. In the event of an unanticipated emergency, these are the guidelines for the University’s default response.

Level	Type of Emergency	Response	Examples
1	A minor department or building problem that can be resolved using internal resources.	A Level 1 incident should be reported to the appropriate University academic or business unit and will be resolved internally by following established policies and procedures. Campus Safety may be contacted when such incidents occur outside of regular business hours.	Broken water pipes, faulty locks, problems with telephone services, etc. Such issues should be reported to Campus Services or to the Help Desk. (IT)
2	A facilities-focused emergency having little impact on members of the campus community, other than those using the specific area where it occurred. Such emergencies can typically be resolved with internal resources or with limited assistance from outside agencies.	Generally, Level 2 events should be reported to the appropriate University academic or business unit and resolved internally by following established policies and procedures, unless the situation poses danger to persons or property. If that is the case, persons aware of the emergency should also notify Campus Safety.	Minor chemical spills, loss of heat or electricity for several hours, a minor fire confined to a single room, etc.
3	A major, potentially catastrophic emergency or imminent threat of such an emergency, impacting a sizeable portion of a campus and/or its surrounding community, which requires a response involving significant assistance from external emergency response agencies. May also be an emergency situation focused on a person(s) (as opposed to only University facilities), that can be resolved with internal resources or with limited assistance from local authorities.	In a Level 3 emergency, call 9-1-1, and then contact Campus Safety immediately. Campus Safety will then contact the appropriate external agencies for assistance and promptly notify the Director of Campus Safety and/or the Assistant VP of Campus Services. The Director of Campus Safety or the Assistant VP of Campus Services shall immediately notify the EERT. Prior to assembling the EERT, on-scene emergency responders are authorized to make critical operational decisions and to commit resources to mitigate and control the emergency.	Major criminal activity. Earthquakes, tornados, significant act of violence, including but not limited to an active shooter situation, terrorism, flood, major fire, extended power outage, or a contagious disease outbreak.

		<p>Appropriate departments (Student Affairs, Human Resources, etc.) May then be contacted, as appropriate. If the University’s response requires resources from a variety of areas within the University, the EERT may be notified to provide direction and coordination.</p>	
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FUNCTIONAL UNIT RESPONSIBILITIES

The functional unit responsibilities provide detailed information on how the unit will prepare and respond to an emergency incident. The responsibilities shall be continually reviewed and revised accordingly.

UNIT	RESPONSIBILITIES
<p>Academic Affairs</p>	<ul style="list-style-type: none"> • Develop procedures to communicate with and account for faculty in an emergency. • Develop plans to identify alternate facilities where University academics activities can be conducted in the event there is a lack of access to existing facilities. • Identify and prioritize critical support services and systems • Identify and ensure recovery of critical assets • Develop procedures for retrieving student information in case of an emergency
<p>Business & Finance</p>	<ul style="list-style-type: none"> • Develop processes and procedures for issuing paychecks during emergencies • Develop procedures for procuring emergency resources when responding to and recovering from emergencies • Develop a process for documenting the financial cost of emergency response recovery operations • Develop a Business Continuity Plan • Develop plans to maintain the continuity of payroll, together with Business and Finance (see above), during an emergency
<p>Business Services</p>	<ul style="list-style-type: none"> • Develop procedures for providing food to students, staff, faculty and community partners during a major emergency • Develop mutual aid agreements for obtaining, preparing, and distributing food
<p>Facility Management</p>	<ul style="list-style-type: none"> • Participate in hazard vulnerability analyses • Ensure floor plans with room layout, electrical sources, and entrance and exit points for all campus buildings are available, accurate and up to date • Identify sources for mutual aid agreements and assistance
<p>Human Resources</p>	<ul style="list-style-type: none"> • Develop plans to hire or replace staff with temporary employees, if needed • Prepare to advise on faculty and staff availability, appropriation of personnel, and to assist employees with work recovery needs (e.g., psychological counselling, time off)

	<ul style="list-style-type: none"> • Identify resources to provide mental health services as appropriate
Information Technology	<ul style="list-style-type: none"> • Develop procedures and systems for checking critical information and alert systems to disseminate emergency information via web site, cell phone, email, etc. • Identify IT resources needed to facilitate the emergency operations of campus units • In conjunction with Academic Affairs, develop plans to continue academic programs that significantly utilize technology for teaching purposes

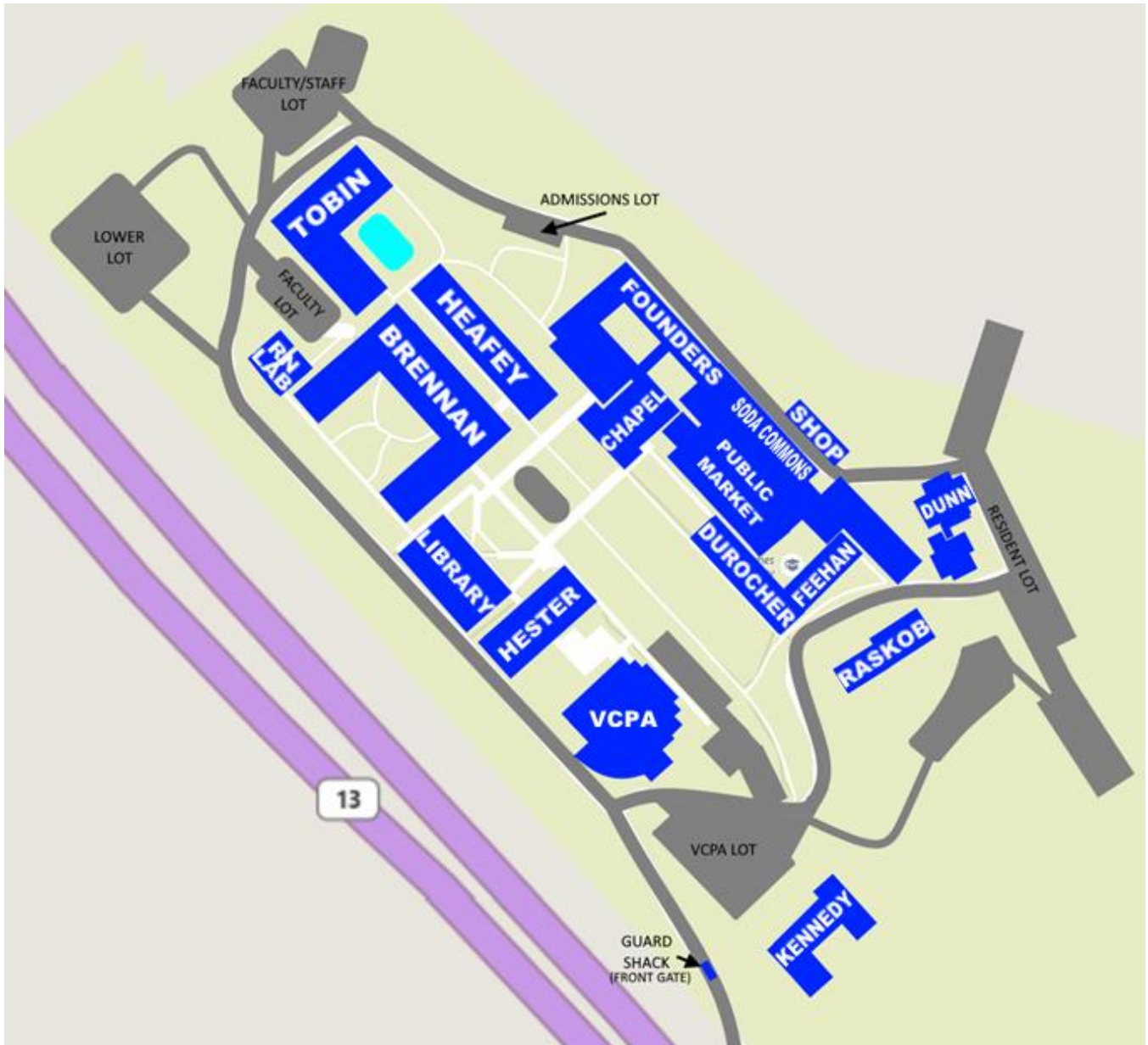
FUNCTIONAL UNIT RESPONSIBILITIES (Cont.)

Personal Development	<ul style="list-style-type: none"> • Identify resources to provide mental health services as appropriate • Provide basic training on available resources and common reactions to trauma for personnel responding to emergencies • Identify both internal and external partners (such as local mental health agencies who may be able to assist, and develop a structure for support) and develop partnership agreements, if necessary
Communications	<ul style="list-style-type: none"> • Develop procedures for coordinating with functional units to provide and factual messages to students, staff, faculty, families, and media
Campus Safety	<ul style="list-style-type: none"> • Develop procedures for reviewing and updating the emergency plan • Develop procedures for testing equipment and notification systems • Develop procedures for mobilizing campus safety personnel and pre-positioning resources and equipment • Develop a process for communicating with and directing the front gate guard, including the activation of the Emergency Contact List • Develop procedures for mobilizing campus wide transportation for an emergency and for maintaining control of traffic from private vehicles • Develop evacuation procedures from various campus locales with input from Facility Management and the Office of Residence Life (HEALTH SERVICES FUNCTION) • Develop procedures to determine if there are adequate supplies and equipment to triage for an emergency • Develop procedures for mobilizing personnel on campus and at external sites • Coordinate with local and state public health officials
Residential Life	<ul style="list-style-type: none"> • Develop procedures to coordinate the need for on-campus housing, temporary shelters and temporary off-campus housing locations • Develop an on-call staffing system to ensure staff are available at all times

	<ul style="list-style-type: none"> • Develop procedures for identifying resident students in need of emergency evacuation assistance • Develop procedures, with the assistance of Campus Safety for the evacuation and temporary shelter accommodations for residential students • Develop mutual aid agreements for housing options in the event of an evacuation
<p>Student Affairs</p>	<ul style="list-style-type: none"> • Develop procedures for addressing the needs of students living in off-campus facilities • Develop mutual aid agreements and pre-negotiate services for goods and services • Ensure that consideration is given to the American with Disabilities Act throughout the planning and implementing of the emergency operations plan • Ensure that the plan is accessible to students who primary language is not English • Develop parent or family notification procedures

2.7 CAMPUS MAPS

Campus Overview Map



Emergency Assembly Point Map

