



## East Bay Innovation Academy

### Board Meeting

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#### **Date and Time**

Wednesday February 16, 2022 at 8:00 PM PST

#### **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.

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DUE TO Approval of Board Findings Relating to Teleconference Meetings During State of Emergency - 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: Feb 16, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/94236681937?pwd=bEN1TVVA5UIJIL05YczRXeGZVbGNudz09>

Meeting ID: 942 3668 1937

Passcode: 548034

One tap mobile

+16699009128,,94236681937# US (San Jose)

+13462487799,,94236681937# US (Houston)

Dial by your location

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Meeting ID: 942 3668 1937

Find your local number: <https://zoom.us/u/adQs8OH4De>

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#### **Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>8:00 PM</b>
Opening Items			
<b>A. Record Attendance and Guests</b>		Rochelle Benning	1 m
<b>B. Call the Meeting to Order</b>		Rochelle Benning	1 m
<b>C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency</b>	Vote	Rochelle Benning	2 m
<b>Board findings pursuant to Government Code Section 54953(e)</b>			
<p>The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.</p>			
<b>D. Approve Minutes from the Last East Bay Innovation Academy Board Meeting</b>	Approve Minutes	Rochelle Benning	1 m
Approve minutes for Board Meeting on January 31, 2022			
<b>E. Re-approve Minutes from 12/13/2021 Last East Bay Innovation Academy Board Meeting</b>	Approve Minutes	Rochelle Benning	2 m
System is not showing approval flow through from prior meeting - re-approval is needed.			
<b>F. Re-approve Minutes from 4/21/2021 Last East Bay Innovation Academy Board Meeting</b>	Approve Minutes	Rochelle Benning	2 m
System is not showing updated approval status for the 4/21/2021 meeting - minutes must be reapproved.			
<b>G. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)</b>		Rochelle Benning	15 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
<b>II. Governance</b>			<b>8:24 PM</b>
Governance			
<b>A. Review and Approve East Bay Innovation Academy Consent Agenda Items</b>	Vote	Rochelle Benning	5 m
Consent Agenda Items:			
<ul style="list-style-type: none"> <li>- Teacher Residency Agreement with Marshall SY 23</li> <li>- Recruiting Agreement with Edgility Consulting</li> </ul>			

	Purpose	Presenter	Time
<b>III. Academic Excellence</b>			<b>8:29 PM</b>
Academic Excellence			
<b>A. Covid-19 Update</b>	Discuss	Michelle Cho	5 m
- Weekly testing update			
<b>B. Academic Update</b>	Discuss	Michelle Cho	10 m
- Intersession Update			
- Winter NWEA MAP Testing Update			
<b>IV. Finance and Development</b>			<b>8:44 PM</b>
Finance			
<b>A. Review and approve East Bay Innovation Academy SY 22 2nd Interim Report</b>	Vote	Michelle Cho	5 m
<b>V. Facility</b>			<b>8:49 PM</b>
Facility			
<b>A. East Bay Innovation Academy Monthly Facility Update</b>	Discuss	Michelle Cho	10 m
Update on EBIA facilities:			
- Prop 39 SY 23			
<b>VI. Other Business</b>			<b>8:59 PM</b>
<b>A. Confirm Board Meeting Dates through 2021 -2022 School Year</b>	Discuss	Rochelle Benning	2 m
Current board meetings through the end of the school year are scheduled follows - do we need to make any adjustments that we can incorporate into our schedule now?			
March	8:00PM Wednesday, 3/16/2022		
April	8:00PM Wednesday, 4/20/2022		
May	8:00PM Wednesday, 5/18/2022		
June	8:00PM Wednesday, 6/8/2022		
July	2022 Summer Break		
<b>B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)</b>	FYI	Rochelle Benning	10 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
<b>VII. Closing Items</b>			<b>9:11 PM</b>

	<b>Purpose</b>	<b>Presenter</b>	<b>Time</b>
<b>A. Adjourn Meeting</b>	<b>Vote</b>	<b>Rochelle Benning</b>	<b>1 m</b>

## Cover Sheet

### Approve Minutes from the Last East Bay Innovation Academy Board Meeting

**Section:** I. Opening Items  
**Item:** D. Approve Minutes from the Last East Bay Innovation  
Academy Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on January 31, 2022



## East Bay Innovation Academy

### Minutes

#### Board Meeting

#### Review and Approve SARC

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#### Date and Time

Monday January 31, 2022 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 Approval of Board Findings Relating to Teleconference Meetings During State of Emergency - this meeting will be held online using Zoom ONLY. Please join us!!!

#### Zoom:

[hipaa@eastbayia.org](mailto:hipaa@eastbayia.org) EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

Time: Jan 31, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92958806570?pwd=VDJ0VVZkR2NQenNVT0dDYU9Yc0pvdz09>

Meeting ID: 929 5880 6570

Passcode: 762966

One tap mobile

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+1 301 715 8592 US (Washington DC)

Meeting ID: 929 5880 6570

Find your local number: <https://zoom.us/u/abgHG0HzQa>

**Directors Present**

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

**Directors Absent**

*None*

**Guests Present**

Michelle Cho

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**I. Opening Items**

**A. Record Attendance and Guests**

**B. Call the Meeting to Order**

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Monday Jan 31, 2022 at 8:00 PM.

**C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency**

Laurie Jacobson Jones made a motion to Approve the board finding related to teleconferencing meetings during the state of emergency.

Ken Berrick seconded the motion.

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

**Roll Call**

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

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

Kelly Garcia made a motion to approve the minutes from the last EBIA meeting.

Laurie Jacobson Jones seconded the motion.

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

**Roll Call**

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

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

No members of the public are present.

**II. Governance**

**A.**

### **Review and Approve East Bay Innovation Academy Consent Agenda Items**

Shelley shared the highlights of the consent agenda.

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

Rochelle Benning seconded the motion.

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

#### **Roll Call**

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

### **III. Academic Excellence**

#### **A. Covid-19 Update**

Michelle shared a COVID update related to the Omicron surge and other pertinent updates.

### **IV. Other Business**

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

Shelley confirmed the next board meeting updates.

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

There are no members of the public present.

### **V. Closing Items**

#### **A. Adjourn Meeting**

Laurie Jacobson Jones made a motion to adjourn the meeting.

Jennifer Afdahl Rice seconded the motion.

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

#### **Roll Call**

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:09 PM.

Respectfully Submitted,  
Kelly Garcia



## Cover Sheet

### Re-approve Minutes from 12/13/2021 Last East Bay Innovation Academy Board Meeting

**Section:** I. Opening Items  
**Item:** E. Re-approve Minutes from 12/13/2021 Last East Bay  
Innovation Academy Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on December 13, 2021



## East Bay Innovation Academy

### Minutes

#### Board Meeting

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#### Date and Time

Monday December 13, 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 Approval of Board Findings Relating to Teleconference Meetings During State of Emergency - 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: Dec 13, 2021 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98085257574?pwd=cllsUIJzVzhrSVo3SkxzV3BINVQrdz09>

Meeting ID: 980 8525 7574

Passcode: 367404

One tap mobile

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+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 980 8525 7574

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

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#### Directors Present

Jennifer Afdahl Rice (remote), Kelly Garcia, Ken Berrick, Laurie Jacobson Jones, Rochelle Benning

**Directors Absent**

Brad Edgar

**Guests Present**

Michelle Cho

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**I. Opening Items**

**A. Record Attendance and Guests**

**B. Call the Meeting to Order**

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Monday Dec 13, 2021 at 8:03 PM.

**C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency**

Laurie Jacobson Jones made a motion to approve the board findings related to teleconference meetings during state of emergencies.

Rochelle Benning seconded the motion.

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

**Roll Call**

Kelly Garcia	Aye
Rochelle Benning	Aye
Laurie Jacobson Jones	Aye
Ken Berrick	Abstain
Brad Edgar	Absent
Jennifer Afdahl Rice	Aye

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

Laurie Jacobson Jones made a motion to approve the minutes from Board Meeting on 11-17-21.

Jennifer Afdahl Rice seconded the motion.

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

**Roll Call**

Ken Berrick	Abstain
Rochelle Benning	Aye
Laurie Jacobson Jones	Aye
Brad Edgar	Absent
Kelly Garcia	Aye
Jennifer Afdahl Rice	Aye

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

No members of the public present

**II. Governance**

**A.**

### **Review and Approve East Bay Innovation Academy Consent Agenda Items**

Rochelle Benning made a motion to approve the consent agenda items.

Kelly Garcia seconded the motion.

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

#### **Roll Call**

Jennifer Afdahl Rice	Aye
Brad Edgar	Absent
Rochelle Benning	Aye
Laurie Jacobson Jones	Abstain
Ken Berrick	Abstain
Kelly Garcia	Aye

### **III. Academic Excellence**

#### **A. Covid-19 Update**

Michelle shared an update related to COVID topics, including OUSD vaccine mandates. For specifics please see board packet.

### **IV. Finance and Development**

#### **A. Review and approve East Bay Innovation Academy SY 21 audited financials**

Michelle shared an update related to the East Bay Innovation Academy SY 21 audited financials. For specifics please see board packet.

#### **B. Educator Effectiveness Funds Block Grant - final review and approval**

Michelle shared an updated Educator Effectiveness Funds Block Grant. For specifics see board packet.

Laurie Jacobson Jones made a motion to approve the Educator Effectiveness Funds Block Grant.

Rochelle Benning seconded the motion.

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

#### **Roll Call**

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

### **V. Facility**

#### **A. East Bay Innovation Academy Monthly Facility Update**

Michelle shared a facility update.

### **VI. Other Business**

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

Board members confirmed board dates for the rest of the year.

#### **B.**

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

No public comment at this time.

**VII. Closing Items**

**A. Adjourn Meeting**

Rochelle Benning made a motion to adjourn the meeting.

Laurie Jacobson Jones seconded the motion.

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

**Roll Call**

Ken Berrick                   Aye

Rochelle Benning       Aye

Jennifer Afdahl Rice    Aye

Laurie Jacobson Jones  Aye

Brad Edgar               Absent

Kelly Garcia             Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:22 PM.

Respectfully Submitted,

Kelly Garcia

## Cover Sheet

### Re-approve Minutes from 4/21/2021 Last East Bay Innovation Academy Board Meeting

**Section:** I. Opening Items  
**Item:** F. Re-approve Minutes from 4/21/2021 Last East Bay  
Innovation Academy Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on April 21, 2021



## East Bay Innovation Academy

### Minutes

#### Board Meeting

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#### Date and Time

Wednesday April 21, 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](mailto:hipaa@eastbayia.org) EBIA is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

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

Meeting ID: 936 1132 0831

Passcode: 843225

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+1 312 626 6799 US (Chicago)

Meeting ID: 936 1132 0831

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

**Directors Present**

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

**Directors Absent**

Ken Berrick

**Guests Present**

Jenn Estrada- Feller, Michelle Cho (remote)

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**I. Opening Items**

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

**B. Call the Meeting to Order**

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Apr 21, 2021 at 8:04 PM.

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

Laurie Jacobson Jones made a motion to approve the minutes from Board Meeting on 03-17-21.

Kelly Garcia seconded the motion.

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

**Roll Call**

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

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

No public comment.

**II. Governance**

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

Kelly Garcia made a motion to approve the consent agenda.

Laurie Jacobson Jones seconded the motion.

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

**Roll Call**

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

**III. Academic Excellence**

**A.**



### **East Bay Innovation Academy Program Updates**

Jenn Estrada-Feller presents academic program updates related to college. For specific details please see the board packet.

Michelle presented an enrollment update for the Class of 2028

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

Michelle shared an update related to in-person instruction. For specific details please see the board packet.

## **IV. Finance and Development**

### **A. East Bay Innovation Academy Year To Date Financial Update**

Michelle presented a finance update. For specific details please see board update.

## **V. East Bay Innovation Facility Matters**

### **A. East Bay Innovation Academy Monthly Facility Update**

Michelle presented a facility update. For specifics please see the board packet.

Rochelle Benning made a motion to that we approve a facility use agreement with GGA for the SY22.

Laurie Jacobson Jones seconded the motion.

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

#### **Roll Call**

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

## **VI. Other Business**

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

Shelley shared the remaining board dates. For specifics please see the board packet.

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

## **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	Absent
Rochelle Benning	Aye
Laurie Jacobson Jones	Aye
Kelly Garcia	Aye

**Roll Call**

Brad Edgar                      Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:44 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 & Marshall Teacher Residency MOU 22-23.pdf  
Recruiting Consulting Agreement with Edgility 2022.02.pdf

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) dated as of January 26, 2022 is made by and between **SUMMIT PREPARATORY CHARTER HIGH SCHOOL** (“Summit”), a local education agency, acting by and through Summit Public Schools,, a California nonprofit public benefit corporation, and **EAST BAY INNOVATION ACADEMY** (the “Partner School”). Summit and the Partner School shall be referred to, collectively, herein as the “Parties.”

**WHEREAS**, Summit plans to recruit teaching candidates (each, a “Resident”) to participate in a teacher preparation program (the “Marshall Teacher Residency”) located in the State of California (the “State”);

**WHEREAS**, the Marshall Teacher Residency will commence at partner schools in the State at such time as the California Commission on Teacher Credentialing grants Summit the authority to grant teaching credentials and/or Summit enters into a partnership with an entity authorized to grant teaching credentials;

**WHEREAS**, the Marshall Teacher Residency will give Residents the opportunity to (1) participate in a teacher preparation program that provides teaching credentials; (2) engage in a year-long residency with a cooperating teacher (the “Cooperating Teacher”) at a Partner School; and (3) participate in a residency at a local education agency;

**WHEREAS**, all Parties desire to further their partnership and promote the identification, training, development, and support of high quality teachers for schools;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged by all Parties, the Parties hereby covenant and agree as follows:

**1. Term.** This MOU shall commence on the date first written above and shall continue in effect until full and complete payment of the Placement Fee (as defined herein), upon the terms and conditions set forth herein, unless terminated on such earlier date as provided herein.

**2. Representations and Agreements of the Partner School.** The Partner School hereby represents to and agrees with Summit as follows:

**(a) Number of Residents.** The Partner School shall agree to host 2 (two) or more Residents during the 2022-23 academic year.

**(b) Designation of Cooperating Teachers.** Partner School shall recommend not less than 2 (two) teachers to serve as cooperating teachers during the 2022-23 academic year.

**(c) Cooperating Teaching Requirements.** Partner School will identify teachers for the Cooperating Teacher role. Those teachers will go through an approval and interview process with faculty from the Marshall Teacher Residency. Partner School shall only select Cooperating Teachers with (i) not less than three (3) years of experience teaching; and (ii) a valid Clear California Teaching Credential, which authorizes them to provide classroom instruction.

**(d) Cooperating Teacher Conduct.** Partner School shall ensure that each Cooperating Teacher:

- (i) models a high quality classroom designed to meet the needs of individual students, build strong student teacher relationships, and foster classroom community;
- (ii) co-teaches, co-plans, and co-assesses alongside a Resident for the full school year.
- (iii) supports a Resident in the gradual release of responsibility and independent student teaching.
- (iv) conducts formal and informal classroom observations and provides feedback to the Resident and the Marshall Teacher Residency;
- (v) leads coaching conversations to support the growth of a Resident; and
- (vi) participates in trainings and professional development for Cooperating Teachers.

**(e) School Leader Duties.** School Leaders are expected to (i) Ensure roles and responsibilities are followed and Cooperating Teachers have the support they need for their role; (ii) communicate with program faculty for alignment and to ensure adequate support; and (iii) share any observations and feedback with the Marshall Teacher Residency for transparency and alignment of expectations.

**(f) Collaboration.** Partner School will collaborate with Summit to support the success of the Marshall Teacher Residency. Partner School should expect Residents to:

- (i) Engage in all responsibilities held by the Cooperating Teacher for the four days a week they are on campus or connected through remote instruction, as applicable, for a full academic year, including co-teaching, co-planning, and co-assessing alongside a Cooperating Teacher four days a week for a full academic school year;
- (ii) Independently teach one class section, including planning and assessment of student work, beginning in January through the end of the school year;
- (iii) Participate in appropriate school meetings and professional development. Residents should not take on action items from these meetings;
- (iv) Attend school events that are required for all faculty, including Back to School Nights, as long as they do not interfere with weekly learning experiences for Marshall Teacher Residency and

- (v) Substitute for the Cooperating Teacher throughout the school year and for up to 1 day per month for other teachers at the same school site, pending acquisition of a 30 day substitute teaching permit.
- (vi) Provide lunch supervision for 3-4 days per week throughout the school year and
- (vii) Provide after school support from 3:30-5:30pm 1-2 days per week throughout the school year.

**(g) Restricted Activities.** Partner School should not expect Resident to:

- (i) Be the teacher of record or independently lead any part of the school day without the Cooperating Teacher present, including test proctoring;
- (ii) Be present at school sites or any special events that interfere with Marshall Teacher Residency learning experiences one day per week; or
- (iii) Drive students or drive for any school trips or events.

**(h) Residency Fee.** Partner School shall pay to the Community High School Foundation (the "Foundation"), a California nonprofit organization, or such other entity designated by Summit, on behalf of the Marshall Teacher Residency a fee (the "Resident Support Fee") of \$14,000 (Fourteen Thousand Dollars) per Resident placed with Partner School per year.

**(i) Additional Obligations.** Resident shall have satisfied Partner School's health and safety policies relating to placement at Partner School including, but not limited to, background checks and clearance requirements. Partner School shall require that each Resident that it hosts submit to any and all background check and clearance requirements (e.g. fingerprinting) that such Partner School's teachers complete prior to commencing employment with Partner School. Neither Partner School nor the Resident shall be permitted to waive this requirement.

**(j) Recruitment.** Partner School shall identify an internal point of contact who will support and collaborate with the Marshall Teacher Residency in accessing the Partner School's networks, events, and communication channels in support of recruiting candidates from the Partner School's and local community.

**(k) Recording.** The Partner School provides assurance that a recording policy is in place that enables Residents to record their teaching with students for use in the residency program and the required Teaching Performance Assessment.

**3. Representations and Agreements of Summit.** Summit hereby represents and agrees with Partner School as follows:

**(a) Residents.**

**(i) Resident Recruitment and Selection.**

Summit agrees to use best efforts to provide Partner School with the agreed number of residents, as provided in Section 2(a) of this MOU. Summit expects to use reasonable efforts to provide to the Partner School the agreed number of residents, nothing herein should be construed as a promise or guarantee that Summit will be able to provide the agreed number of residents.

Summit shall only place Residents at the Partner School if the Resident possesses:

**(i) A 30 Day California Substitute Teaching Permit;**

**(b) Program Support.** The Marshall Teacher Residency shall employ a regional team to support the Residency Program, including mentors to support Residents in the region with the coaching and coursework of the type described in the Residency Documents.

**(c) Collaboration.** Summit will collaborate with Partner School to support the success of the Marshall Teacher Residency.

**4. Status of Residents.**

**(a) General.**

**(i)** Residents will have the status of learners. Any services rendered by Residents are incidental to the educational purpose of their and the Partner School's participation in the Marshall Teacher Residency.

**(ii)** Residents are not and shall not be deemed to be an employee, independent contractor, agent or representative of Summit or the Partner School and will not be entitled to any remuneration for services rendered;

**(ii)** Residents shall not be entitled to wages from Summit or Partner School for services provided as a Resident; and

**(iii)** Although Residents shall not be deemed to be employees, independent contractors, agents, or representatives of Summit or Partner School, Residents are advised to adhere to your school site's guidelines concerning conduct, process, and key policies.

**(b) Future Employment of Residents.** The Marshall Teacher Residency is designed to prepare Residents who may then have an opportunity to continue to teach in

schools. Nevertheless, Partner School is not expected to guarantee employment for Residents following completion of the Marshall Teacher Residency;

**(c) Placement Fee.**

- (i) The Partner School and Summit agree and acknowledge that costs are incurred by the Marshall Teacher Residency for the recruitment, selection, training and support of Residents. Should the Partner School employ a teacher that has completed the Marshall Teacher Residency, the Partner School shall pay to the Community High School Foundation (the "Foundation"), a California nonprofit organization, or such other entity designated by Summit, on behalf of the Marshall Teacher Residency a fee (the "Placement Fee") of \$6,000 (Six Thousand Dollars) for each of the first two (2) years that the former Resident is an employee of the Partner School.
- (ii) Summit shall invoice, or cause to be invoiced, the Partner School for all amounts due under this MOU and Partner School shall make payment to the Foundation or such other entity designated by Summit no later than October 15th of each calendar year. The Marshall Teacher Residency shall invoice the Partner School fees for each of the individual Teacher(s) employed by and placed at the Partner School.
- (iii) Partner School agrees and acknowledges that none of Summit, the Marshall Teacher Residency, or the Foundation shall have an obligation to provide a refund to the Partner School any amount paid by or on behalf of the Partner School regarding any Resident for any reason whatsoever, including, but not limited to withdrawal of the Resident from the Marshall Teacher Residency, after October 15th of such calendar year.

**5. Marshall Teacher Residency Documents.** The Partner School and Summit acknowledge and agree that they have been provided with and read information regarding the Marshall Teacher Residency, including program materials and applicable agreements (collectively, the "Residency Documents"). In the event of any perceived or actual inconsistency between this MOU and the Residency Documents the parties agree to confer to resolve the inconsistency.

**6. Entire Agreement.** This MOU constitutes the final and entire agreement between the Parties regarding its subject matter, and supersede all other related oral or written agreements or policies. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, unless expressly waived in writing and signed by a duly authorized representative of Summit.

**7. Termination.** (a) This MOU may be terminated at any time by mutual written agreement of the Parties hereto. In the event of a termination, the Marshall Teacher Residency shall be entitled to all outstanding amounts due up to the date of termination.



(b) Either Party (the “Non-breaching Party”) may terminate this MOU, effective immediately upon delivery of written notice to the other Party (“Breaching Party”) if the Breaching Party materially breaches any provision of this MOU and does not cure the breach within thirty (30) days after receiving written notice thereof from the Non-breaching Party.

**8. Confidentiality.** Except as required by law, the Parties shall keep confidential any and all personnel records and proprietary information concerning operations, business plans, trademarks, patents, trade secrets, copyrights, and other intellectual property.

**9. No Third Party Beneficiaries.** This MOU is for the exclusive benefit and convenience of the Parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon any person, entity, or other third party (including without limitation any of the Residents), other than the Parties hereto.

**10. Governing Law.** This MOU will be governed by and construed in accordance with the laws of the State of California. The Parties further submit to and waive any objections to the personal jurisdiction of and venue in San Mateo County, California for any litigation arising out of this MOU.

**11. Modifications and Severability.** This MOU may be modified only by a written amendment signed by both Parties. If any provision of this MOU is found to be unenforceable or invalid, such unenforceability or invalidity will not render this MOU unenforceable or invalid as a whole and, in such event, such provision is to be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law.

**12. Assignment; Resale; No Waiver.** This Program Agreement will be binding upon and inure to the benefit of all of Summit's and the Partner School's successors and assigns, which will be bound by all of the obligations of their predecessors or assignors.

**13. Compliance with MOU Requirements.** To the extent Summit determines that Partner School is not substantially in compliance with the requirements set forth herein, Summit reserves the right to suspend or terminate the Partner School's participation in the Marshall Teacher Residency effective immediately.

**14. Counterparts.** This MOU may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

**15. Section Headings.** Section headings have been inserted in this MOU as a matter of convenience of reference only, and it is agreed that such section headings are not part of this MOU and will not be used in the interpretation of any provisions of this MOU.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this MOU as of the date written below.

**SUMMIT PREPARATORY CHARTER HIGH SCHOOL,**  
acting by and through Summit Public Schools

By (Signature): *Pamela Lamcke*

\_\_\_\_\_  
Name (Printed): Pamela Lamcke

\_\_\_\_\_  
Title: Executive Director

By (Signature): *Adam Carter*

\_\_\_\_\_  
Name (Printed): Adam Carter

\_\_\_\_\_  
Title: Executive Director

**EAST BAY INNOVATION ACADEMY,**  
as PARTNER SCHOOL

By (Signature): *Michelle Cho*

\_\_\_\_\_  
Name (Printed): Michelle Cho

\_\_\_\_\_  
Title: Executive Director

**Dated:** 2022-02-05

**CONSULTING AGREEMENT BY AND BETWEEN  
EDGILITY CONSULTING AND EAST BAY INNOVATION ACADEMY**

This agreement (the “Agreement”) is made on December 6, 2021 by and between Edgility Consulting LLC, a New Hampshire limited liability company (“**Consultant**”) and East Bay Innovation Academy (“**Client**”) (collectively referred to as “**Parties**”). Client wishes to retain Consultant in support of its search for an Executive Director (the “Search”) and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Background and Purpose. Consultant provides human resources consulting and executive search services. Client desires to retain Consultant and Consultant agrees to provide to Client services on the terms and conditions set forth herein.
2. Services. Consultant shall provide to Client the services set forth in **Exhibit A (“Services”)**, which is attached hereto and expressly incorporated herein by this reference. **Exhibit A** may be amended from time to time by the Parties pursuant to a written amendment signed by both Parties pursuant to the terms of this Agreement.
3. Duties of Client. Client agrees to cooperate with Consultant in the performance of Consultant’s services and, specifically, Client agrees to the duties assigned to Client within this Agreement and as set forth in **Exhibit A** hereto.
4. Term. The Term of Services shall commence as of the date first written above and shall terminate on the earliest of the following events:
  - (a) If an offer of employment from Client for the position of Executive Director (the “Search Position”) is accepted by any individual, then the Search shall be deemed successfully completed as of the date of said acceptance and, as such, payment of all final fees or portion(s) of fees due to Consultant shall be paid as of that date pursuant to Section 5 herein, and the term of the Agreement will end naturally thereupon;
  - (b) If a period of one hundred and eighty (180) days elapses from the date that this Agreement is executed by Client without an offer of employment from Client for the Search Position being accepted by any individual, the Parties agree that the reasonable time period for the Search will have elapsed, such that the payment of all final fees or portion(s) of fees due to Consultant shall be paid pursuant to Section 5 herein, and the Term of Services will end naturally thereupon, unless extended by the Parties by mutual written agreement; or
  - (c) On a date pursuant to the Early Termination provisions set forth in Section 7 herein, which shall be considered “Early Termination.”

5. Compensation. As consideration for providing the Services, Client shall pay to Consultant as follows:

5.1. Client shall pay Consultant a consulting fee in the amount of \$50,000 according to the following schedule:

- A. \$20,000 due upon execution of this Agreement; and
- B. \$15,000 due upon three (3) candidates being advanced by the Search Committee for Committee Interviews or on March 31, 2022 whichever date comes earlier in time;
- C. \$15,000 due upon the date any individual accepts an offer by Client for the Search Position.

Client shall reimburse Consultant for all approved expenses necessary to the performance of Consultant's duties, including but not limited to any advertising reimbursements, within thirty (30) days of Consultant's submission of an invoice or reimbursement request with supporting documentation to Client. Other possible expenses include, but are not limited to, necessary travel, meals and lodging, long distance telephone charges, photocopying, messenger and delivery services and postage.

Payment is expected upon the provision of services. If Consultant does not receive payment in full on any invoice within thirty (30) days, late charges at 0.8333% interest per month (10% per year) will be imposed on Client's unpaid balance after fifteen (15) days. Client's unpaid balance is determined by taking the beginning balance of Client's account for each month, adding any new charges and subtracting any payments made to Client's account. Consultant will then multiply this amount by the .8333% monthly periodic interest rate to compute the late charge for Client's account for that month.

5.2. All invoices and a copy of Consultant's W9 will be sent to Michelle Cho at michelle.cho@eastbayia.org. If ACH is the preferred method of payment, Client will send a copy of their ACH form to eaustin@edgilityconsulting.com. If paying by check, Client will send payment to the remittance address on the invoice, not the address listed on Consultant's W9.

5.3. Consultant agrees that if a candidate hired by Client in association with the Services ceases to be employed by the Client, whether voluntarily or involuntarily, within six (6) months of the date the candidate formally accepts the offer in writing, then Consultant will renew the search in keeping with the scope of the Services in this Agreement. Except for direct expenses, Consultant shall not charge Client any additional cost in association with any such renewed Services beyond the payments provided for within this Agreement.

5.4. Client agrees and grants permission for Consultant to list Client's name and/or logo as part of a list of clients for whom Consultant has performed services, which may be listed on Consultant's website or within other printed or electronic materials.

6. Hiring of Candidates for Other Positions. Client agrees that if, during the Term of Services or within six (6) months thereafter, it fills any role or position other than the Search Position, through the hiring as an employee, or engagement as an independent contractor, of any individual identified or introduced to it by Consultant, then Client shall pay Consultant a referral payment of ten thousand (\$10,000) dollars (the "Referral Payment"). A Referral Payment shall be individually triggered by each applicable individual so hired or engaged in a non-Search Position by Client. Any such Referral Payment shall be in addition to, and shall not supersede or replace, any other payments or compensation due or owing pursuant to this Agreement.

7. Early Termination.

7.1. Consultant and Client shall each have the right to end the Term of Services early by providing written notice to the other party at least thirty (30) days in advance of the termination date, and such termination shall be subject to the Early Termination Payments set forth in Section 8 herein.

7.2. Consultant shall have the right to immediately end the Term of Services by written notice to Client if Client breaches any material provision of this Agreement, including, without limitation, the duties set forth in Section 3 above, or the making of payments to Consultant when due under the terms of this Agreement, and such termination shall be subject to the Early Termination Payments set forth in Section 8 herein.

8. Early Termination Payments.

8.1. In the event that the Term of Services within this Agreement is terminated pursuant to Section 7.1 or Section 7.2, Client shall pay any and all fees, expenses, and costs incurred by Consultant, or otherwise due and owing, as of the effective date of the termination, including any fees, expenses, or costs which may be due pursuant to Section 8.2 herein.

8.2. If Client wishes to end the Term of Services pursuant to Section 7.1 without making a hire of any kind for Search Position the fees, expenses and costs due and owing to Consultant as of the effective date of termination shall include the following:

(a) If the Search is terminated by Client within sixty (60) days of Client signing this Agreement without making a hire of any kind for the Search Position then the second and third installments of the consulting fee, as set forth in Section 5, will be waived in its entirety, but any other outstanding fees, expenses, and costs shall be paid as of the effective date of termination.

(b) If the Search is terminated by Client more than sixty (60) days of Client signing this Agreement without making a hire of any kind for the Search Position, then the third installment of the consulting fee (\$15,000) will be waived, but the second installment (\$15,000) shall be paid as of the effective date of the termination, along with any other outstanding fees, expenses, and costs. Notwithstanding the foregoing, if the Client fills the Search Position with an external candidate within twelve (12) months following the Early Termination of the Term of Services, then the full remainder of the consulting fee set forth in Section 5(B) shall be immediately due and paid to Consultant.

9. Conflict of Interest. Consultant agrees to devote the time and resources necessary to perform the services for Client provided for in this Agreement but shall be free to work for any other client(s) during the term of this Agreement as long as that work does not prohibit Consultant from performing services for Client.

10. Confidential Information; Non-Disclosure.

10.1. During the term of this contract, Consultant may have access to and become acquainted with information of a confidential or proprietary nature ("Confidential Information"), which may be either applicable or related to the present or future business of Client or the business of its members and/or donors. Such Confidential Information shall be denoted as such by Client and includes, but is not limited to, donor's personal information, giving history, financial information, member's financial information, strategic plans and other information concerning donors, members and/or vendors. Consultant shall (i) not use for its own benefit or knowingly disclose to or use for the benefit of any other person, any Confidential Information without Client's prior written consent; (ii) use at least the same degree of care and precautions to protect Client's Confidential Information from disclosure that it employs with respect to its own confidential information; (iii) disclose Confidential Information only to those of its employees or contractors who require access to perform its obligations under this Agreement; and (iv) take appropriate action by instruction, agreement or otherwise with Client's employees or other persons allowed such access to satisfy the foregoing obligations.

10.2. This Section shall not apply to any information which (i) is or becomes publicly available through no fault of Consultant; (ii) is already in Consultant's possession without restriction on disclosure when disclosed by Client; (iii) is independently developed by Consultant without use of Confidential Information; or (iv) is rightfully obtained from third parties without restriction on disclosure.

11. Independent Contractor.

11.1. This Agreement will not render Consultant an employee, partner, agent of, or engaging in a joint venture with Client for any purpose. Consultant is and will remain for all purposes an independent contractor. Client shall furnish Consultant a copy of IRS Form

1099, setting forth Consultant's annual income no later than the end of January of the year following any year during which services were rendered.

11.2. Contractor shall be responsible for paying all federal and state taxes and FICA taxes. Consultant shall complete the services required under this Agreement according to its own means and methods of work, which shall be in the exclusive charge and control of Consultant, the Company being interested only with the ends achieved and results obtained. Consultant shall be responsible for the procurement, cost, and use of all materials, supplies, equipment, and/or additional labor needed or required to complete the requirements of the services provided pursuant to this Agreement.

11.3. Consultant acknowledges that Consultant shall not be entitled to any of the benefits provided by the Company to its employees, including but not limited to paid time off, health and welfare benefits, health and accident insurance, life insurance, or similar arrangements.

11.4. Consultant shall be entirely and solely responsible for its acts and the acts of any of its personnel, agents, or subconsultants while engaged in the performance of services under this Agreement. Any employees or subconsultants of Consultant shall also be bound to the terms and conditions of this Agreement.

11.5. Consultant hereby agrees and acknowledges that Consultant is not and that Consultant will not represent or hold itself out to be an employee, agent, partner or joint venturer of or with the Company. Neither the Company nor Consultant shall have the authority to bind the other in any respect. Consultant hereby acknowledges and agrees that Consultant will be solely and entirely responsible for Consultant's acts, and those of its employees, including acts of omission, during the performance of Services pursuant to this Agreement. Any individual that Consultant engages to enable Consultant to perform the services necessary to achieve the end results expected by the Company shall work under the direction and control of the Consultant and shall be the employee of the Consultant. The Company shall have no control over such individual and such individual shall not be the employee of the Company or have any relationship with the Company whatsoever.

12. Indemnity. Client will indemnify, defend, and hold Consultant free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with services provided by Consultant for Client under the terms of this Agreement, unless and only to the extent that an arbitrator finds that Consultant has committed gross negligence or willful misconduct in the conduct of the Services and holds Consultant liable in whole or in part. Notwithstanding anything to the contrary in the foregoing sentence, Consultant shall indemnify, defend, and hold Client free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments suffered by Client as a result of a third party legal action caused by the gross negligence or willful misconduct of Consultant; provided that such acts or omissions

by Consultant were taken without the approval or acquiescence of the Client or an agent designated for this purpose by the Client.

13. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including any dispute relating to interpretation of or performance under the Agreement (“**Dispute**”), shall be resolved in the manner set forth in this Section 13, which shall be in lieu of litigation in any court, and the Parties specifically waive any right to a jury trial of any dispute between them.

13.1. Negotiation. The Parties will attempt in good faith to resolve the Dispute promptly by negotiations between senior representatives of the Parties who have authority to settle the Dispute (each, a “**Representative**”).

13.2. Mediation. If a dispute arises between the Parties to this agreement, whether arising from or related to the Agreement itself or arising from alleged extra-contractual facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures before resorting to the arbitration proceedings laid out in Section 13.3.

13.3. ARBITRATION AGREEMENT.

(a) If mediation is unsuccessful, any dispute arising between the Parties, whether arising from or related to the Agreement itself or arising from alleged extra-contractual facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, the dispute shall be decided by arbitration in accordance with Title 9 of the United States Code and Chapter 542 of the New Hampshire Revised Statutes Annotated. The arbitration proceeding shall be conducted under the Commercial Rules of the American Arbitration Association (hereinafter, “AAA”), or, if the AAA has ceased to exist, its successor organization or a similar organization at the time demand is made.

(b) Notice of the demand for arbitration must be provided, in writing, to the other Party at the locations specified in Section 14 of this Agreement and to the AAA. Demand must be made within one hundred and eighty (180) days after the dispute has arisen, time is of the essence. Said arbitration will occur within thirty (30) consecutive days after the Party demanding arbitration delivers the written demand on the other Party, unless impracticable or the Parties mutually agree otherwise in writing. Arbitration shall be initiated and conducted in Boston, Massachusetts or at such other location mutually agreed by the Parties.



(c) The arbitrator shall be selected by Consultant from a list of five (5) arbitrators provided by the American Arbitration Association. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of New Hampshire.

(d) The arbitrator shall have the power to grant all legal and equitable remedies, including, but not limited to, injunction, specific performance, cancellation, accounting, attorney fees, and compensatory damages, except only that punitive damages shall not be awarded. The arbitrator may also award prejudgment interest as applicable under New Hampshire RSA 336.

(e) The arbitrator shall issue a binding decree within thirty (30) days of the conclusion of arbitration.

(f) The decision of the arbitrator shall be final and binding on both Parties.

(g) This Section 13 provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

14. Notice. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the Parties, (ii) three days after deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one day delivery, with receipt confirmed by the courier. Unless otherwise provided in writing, any such notice shall be delivered or addressed to the Parties as follows:

Consultant:

Edgility Consulting, LLC

17 Elm Street  
Suite C211  
Keene, NH 03431

Attn: Christina Greenberg

Client:

East Bay Innovation Academy

[Address]  
[Address]  
[City, State Zip]

Attn: [Name]

Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

15. Entire Agreement. This document constitutes the entire agreement between the Parties, with all oral agreements being merged in this document, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

16. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof.

17. Amendment. The provisions of this Agreement may be modified at any time by written agreement of the Parties. Any such agreement hereafter made shall be ineffective to modify this Agreement in any respect unless in writing and signed by the Parties against whom enforcement of the modification or discharge is sought.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

19. Binding Effect. The Parties expressly agree that this Agreement is binding on each other's successors, heirs, assigns, beneficiaries, executors, administrators, and trustees.

20. Effective Date. This Agreement is effective as of the date signed by all Parties.

21. Governing Law. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of New Hampshire, excluding its conflicts of laws rules.

22. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.

23. Captions. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

24. Construction. This Agreement shall not be construed against any party, and instead shall be construed as though all Parties have participated in its drafting. No promises or inducements have been made to the Parties to this Agreement. This Agreement is entered into freely and voluntarily.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

“Consultant”

Edgility Consulting, LLC  
17 Elm Street  
Suite C211  
Keene, NH 03431

“Client”

East Bay Innovation Academy  
[Address]  
[Address]  
[City, State Zip]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Christina Greenberg

Name: [Name]

Title: Partner

Title: [Title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A DESCRIPTION OF SERVICES**

### **Needs Assessment**

The first stage of our search process is to get better acquainted with the priorities and needs of key stakeholders including board members, senior leaders, staff, and community members. This includes conversations with these constituents about their values and priorities as well as a review of materials related to the organization's current health and strategic vision. From this information, we develop an ideal candidate profile, key criteria, and position competencies.

#### ***Needs Assessment Deliverables***

- Final job description for wide distribution
- 2-3 candidate profiles to guide our marketing efforts
- Compensation study to evaluate market for position
- List of recommended job posting sites
- Candidate outreach templates
- Targeted lists of candidates to cultivate
- Interview protocol for Edgility-led phone conversations

### **Candidate Cultivation**

Our team will design and execute against the detailed recruitment plan we develop with your input. We circulate the opportunity to our internal list of over 20,000 nominators as well as other high-potential candidates that we research based on your criteria while conducting cold calls and personalized email outreach to high potential leads. We also have access to a number of databases of quality candidates from prominent educator preparation and support programs that we leverage to spread the posting to a wide group of talented individuals.

#### ***Candidate Cultivation Deliverables***

- Cultivation calls, outreach emails, engagement of referral networks
- Pool of potential candidates for cultivation and initial screening
- Real-time tracking and reporting of metrics related to marketing outreach, email and phone responses, and applicant sources

### **Candidate Screening and Assessment**

Once the recruitment campaign has introduced us to quality applicants, our team manages all of the candidate flow from our applicant tracking system, including screening resumes, conducting initial cultivation calls, leveraging recorded video interviewing technology and leading detailed phone interviews with candidates before passing them onto your team.

#### ***Candidate Screening and Assessment Deliverables***

- Weekly or bi-weekly calls to discuss overall candidate pool and progress of individual applicants

- Submission of three or more candidates for initial client interviews

### **Client Search Support**

As experts in the assessment of the capability of education leaders, our firm is also well-equipped to support your candidate diligence process by sharing best practice-based materials, project managing your onsite interview process, and facilitating hiring committee interviews and debrief conversations.

### ***Client Search Support Deliverables***

- Interview guides, performance tasks, rubrics, and other materials for client use during your semi-finalist and finalist round screening
- Onsite interview support including scheduling and oversight of finalist interviews and facilitation of committee debrief sessions
- Reference and background checks for finalists

### **Client Responsibilities**

In order to support this work, Client will:

- Make pertinent senior leadership staff available for conversations and meetings
- Provide Consultant with relevant organizational information
- Notify Consultant immediately of any changes to the project plan, expected deliverables, or timeline

# Cover Sheet

## Academic Update

**Section:** III. Academic Excellence  
**Item:** B. Academic Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Board Academic Update February 2022.pdf

# Board Academic Update February 2022



# Overview

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- Intersession Update
- NWEA MAP Update



# Winter Intersession Overview

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- Recovering from the Omicron surge
  - Enrichment and College/Career Readiness classes on Zoom via Independent Study
  - In-person credit/skill recovery with teachers
  - Professional Development: self-led, self-care
- Tuesday-Friday February 22-25 Minimum Days
  - 9-12 pm Lower
  - 8:30 - 11:30 am Upper
- Personalized Learning Plan preparation

# College and Career Readiness Activities

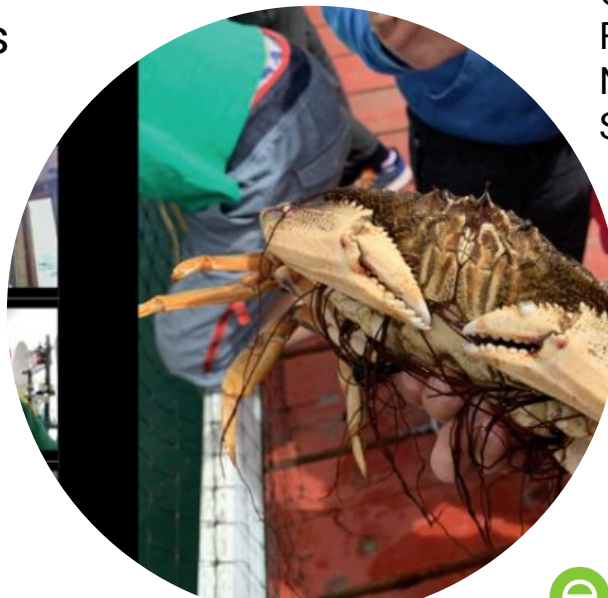
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- SAT Boot Camp
- College Essay Writing (College Essay Guy)
- Virtual Visits
- Financial Workshops
- Application Process (College of Alameda)
- Life After High School (Oakland Promise)
- Work-based learning spotlight: graphic design
- Pi-top Robotics

# Lower School Options

## Walt Disney Museum Character Designs



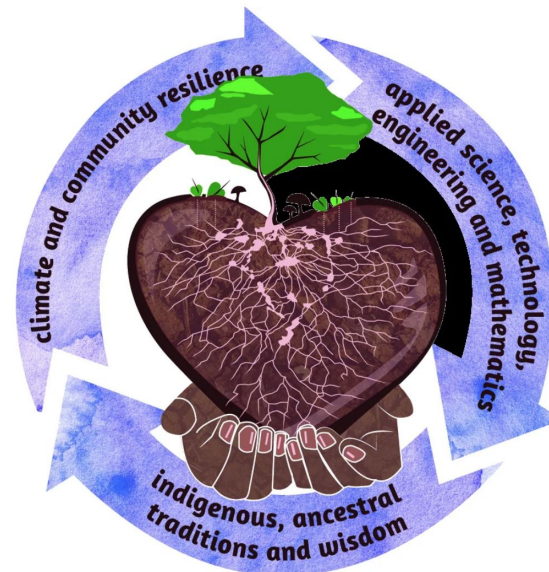
Greater  
Farallones  
National Marine  
Sanctuary

# Lower School options (cont'd)

The poster features the East Bay Innovation Academy logo (eb ia) and the text "GET EMPOWERED" with the website "getempoweredall.com". The main title is "INTERSECCION WEEK: VISUAL ARTS, THEATER & MUSIC". Below the title are four portraits of staff members:

- Ms. Robin**  
Theater Arts
- Mr. Mansa**  
Art Studio
- Mr. Miguel**  
Art Studio
- Mr. Ben**  
Making Music

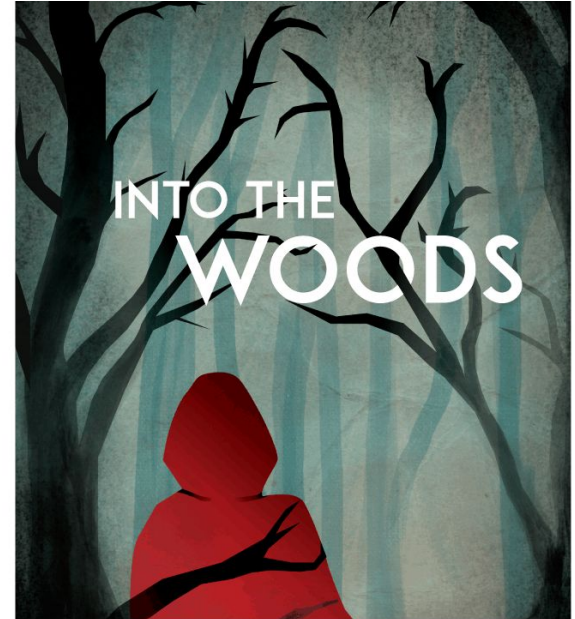
At the bottom of the poster are icons representing theater (masks), dance, music (microphone and notes), and visual arts (palette).



# Lower School Options (cont'd)



*Exploring the World of Science*



# Winter NWEA MAP Assessments (Grades 6-8)

- Most growth observed for 6th and 8th grades
- Over 80% demonstrated growth from fall
  - English Learners

MAP MATH Average Score Range	6	7	8
<b>Total Students</b>	<b>94</b>	<b>101</b>	<b>110</b>
<b>Total Tested</b>	<b>88</b>	<b>95</b>	<b>98</b>
< 200	16%	13%	6%
200-209	17%	17%	15%
210-219	30%	21%	19%
220-229	15%	26%	20%
230-239	14%	17%	15%
> 240	9%	6%	23%
<b>NWEA 50th percentile or higher</b>	<b>&gt; 219 = 41%</b>	<b>&gt; 224 = 36%</b>	<b>&gt; 228 = 45%</b>
<b>8th grade level and above (&gt; 228)</b>	<b>10%</b>	<b>27%</b>	<b>45%</b>

# Winter NWEA MAP Assessments (Grades 6-8)

MAP READING Average Score Range	6	7	8
<b>Total Students</b>	<b>94</b>	<b>101</b>	<b>110</b>
<b>Total Tested</b>	<b>84</b>	<b>90</b>	<b>96</b>
< 200	15%	17%	7%
200-209	17%	10%	14%
210-219	30%	23%	21%
220-229	23%	33%	27%
230-239	10%	12%	19%
> 240	6%	4%	13%
<b>NWEA 50th percentile or higher</b>	<b>&gt; 213 = 63%</b>	<b>&gt; 217 = 56%</b>	<b>&gt; 220 = 58%</b>
<b>8th grade level and above (&gt; 220)</b>	<b>38%</b>	<b>50%</b>	<b>58%</b>

## Cover Sheet

### Review and approve East Bay Innovation Academy SY 22 2nd Interim Report

<b>Section:</b>	IV. Finance and Development
<b>Item:</b>	A. Review and approve East Bay Innovation Academy SY 22 2nd Interim Report
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	EBIA SY 22 Second Interim and LCFF summary.pdf



**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report Certification**

Charter School Name: East Bay Innovation Academy  
 (continued) \_\_\_\_\_  
 CDS #: 01-61259-0129932  
 Charter Approving Entity: Oakland Unified  
 County: Alameda  
 Charter #: 1620  
 Fiscal Year: 2021/22

**CERTIFICATION OF FINANCIAL CONDITION**

- POSITIVE CERTIFICATION  
 As the Charter School Official, I certify that based upon current projections this charter will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION  
 As the Charter School Official, I certify that based upon current projections this charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION  
 As the Charter School Official, I certify that based upon current projections this charter will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

To the entity that approved the charter school:  
 2021/22 CHARTER SCHOOL SECOND INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Charter School Official  
 (Original signature required)

Print Name: Michelle Cho Title: Executive Director

To the County Superintendent of Schools:  
 2021/22 CHARTER SCHOOL SECOND INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

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

Print Name: Minh Co Title: Accounting Manager

For additional information on the Second Interim Report, please contact:

<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Minh Co</u>	<u>Michelle Cho</u>
Name	Name
<u>Accounting Manager</u>	<u>Executive Director</u>
Title	Title
<u>510-879-8605</u>	<u>510-577-9557</u>
Phone	Phone
<u>minh.co@ousd.org</u>	<u>michelle.cho@eastbayia.org</u>
E-mail	E-mail

This report has been verified for mathematical accuracy by the County Superintendent of Schools, pursuant to *Education Code* Section 47604.33.

\_\_\_\_\_  
 ACOE District Advisor Date

CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Detail

Charter School Name: East Bay Innovation Academy  
(continued)  
CDS #: 01-61259-0129932  
Charter Approving Entity: Oakland Unified  
County: Alameda  
Charter #: 1620  
Fiscal Year: 2021/22

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
 **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	1st Interim Budget			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>A. REVENUES</b>										
1. LCFF Revenue Sources										
State Aid - Current Year	8011	3,511,342.87		3,511,342.87	\$1,830,484.00		1,830,484.00	3,490,242.95		3,490,242.95
Education Protection Account State Aid - Current Year	8012	103,964.00		103,964.00	\$59,760.00		59,760.00	103,884.00		103,884.00
State Aid - Prior Years	8019			-			-			-
Transfer to Charter Schools In Lieu of Property Taxes	8096	1,473,169.88		1,473,169.88	\$846,800.00		846,800.00	1,472,036.28		1,472,036.28
Other LCFF Transfers	8091, 8097			-			-			-
Total, LCFF Sources		5,088,476.75	-	5,088,476.75	2,737,044.00	-	2,737,044.00	5,066,163.23	-	5,066,163.23
2. Federal Revenues										
Every Student Succeeds Act (Title I-V)	8290		66,925.00	66,925.00		\$18,762.00	18,762.00	66,929.00		66,929.00
Special Education - Federal	8181, 8182		78,750.00	78,750.00		-	-	78,750.00		78,750.00
Child Nutrition - Federal	8220		13,169.14	13,169.14		\$7,682.12	7,682.12	13,407.28		13,407.28
Donated Food Commodities	8221		-	-		-	-	-		-
Other Federal Revenues	8110, 8260-8299		516,362.25	516,362.25		\$143,007.00	143,007.00	543,787.30		543,787.30
Total, Federal Revenues		-	675,206.39	675,206.39	-	169,451.12	169,451.12	702,873.58		702,873.58
3. Other State Revenues										
Special Education - State	StateRevSE		572,774.30	572,774.30		\$240,839.00	240,839.00	572,488.30		572,488.30
All Other State Revenues	StateRevAO	114,765.99	609,405.81	724,171.80	\$102,458.46	\$506,189.00	608,647.46	127,189.18	609,575.13	736,764.31
Total, Other State Revenues		114,765.99	1,182,180.11	1,296,946.10	102,458.46	747,028.00	849,486.46	127,189.18	1,182,063.43	1,309,252.61
4. Other Local Revenues										
All Other Local Revenues	LocalRevAO	195,303.91	152,375.00	347,678.91	\$96,547.79	\$24,187.54	120,735.33	197,171.95	152,375.00	349,546.95
Total, Local Revenues		195,303.91	152,375.00	347,678.91	96,547.79	24,187.54	120,735.33	197,171.95	152,375.00	349,546.95
5. TOTAL REVENUES										
		5,398,546.65	2,009,761.50	7,408,308.15	2,936,050.25	940,666.66	3,876,716.91	5,390,524.37	2,037,312.01	7,427,836.38
<b>B. EXPENDITURES</b>										
1. Certificated Salaries										
Certificated Teachers' Salaries	1100	2,081,774.20	689,268.17	2,771,042.37	\$1,130,010.82	\$419,530.80	1,549,541.62	2,081,774.20	689,268.17	2,771,042.37
Certificated Pupil Support Salaries	1200			-			-			-
Certificated Supervisors' and Administrators' Salaries	1300	696,635.27	175,412.93	872,048.19	\$437,772.01	\$72,593.06	510,365.07	706,935.27	165,112.93	872,048.19
Other Certificated Salaries	1900			-			-			-
Total, Certificated Salaries		2,778,409.47	864,681.09	3,643,090.56	1,567,782.83	492,123.86	2,059,906.69	2,788,709.47	854,381.09	3,643,090.56
2. Non-certificated Salaries										
Non-certificated Instructional Aides' Salaries	2100	16,400.00	183,760.00	200,160.00	\$4,256.75	\$109,474.18	113,730.93	16,400.00	183,760.00	200,160.00
Non-certificated Support Salaries	2200			-			-			-
Non-certificated Supervisors' and Administrators' Sal.	2300	200,000.00	45,000.00	245,000.00	\$143,714.27	\$8,716.50	152,430.77	233,000.00	12,000.00	245,000.00
Clerical and Office Salaries	2400	88,252.50	70,560.00	158,812.50	\$94,481.49	\$37,134.00	131,615.49	88,252.50	70,560.00	158,812.50
Other Non-certificated Salaries	2900	23,495.08	35,242.63	58,737.71	\$11,188.12	\$7,253.61	18,441.73	41,116.40	17,621.31	58,737.71
Total, Non-certificated Salaries		328,147.58	334,562.63	662,710.21	253,640.63	162,578.29	416,218.92	378,768.90	283,941.31	662,710.21
3. Employee Benefits										
STRS	3101-3102	421,073.47	162,549.64	583,623.11	\$266,370.55	\$61,563.03	327,933.58	429,330.96	154,292.15	583,623.11
PERS	3201-3202			-			-			-
OASDI / Medicare / Alternative	3301-3302	74,977.22	28,943.93	103,921.14	\$44,391.97	\$12,257.55	56,649.52	76,447.56	27,473.58	103,921.14
Health and Welfare Benefits	3401-3402	245,448.12	94,751.88	340,200.00	\$167,915.01	\$45,606.69	213,521.70	250,261.50	89,938.50	340,200.00
Unemployment Insurance	3501-3502	16,287.45	6,287.55	22,575.00	\$8,290.52	\$2,049.70	10,340.22	16,606.86	5,968.14	22,575.00
Workers' Compensation Insurance	3601-3602	31,065.57	11,992.44	43,058.01	\$27,253.14	\$3,888.12	31,141.26	31,674.78	11,383.22	43,058.01
OPEB, Allocated	3701-3702			-			-			-
OPEB, Active Employees	3751-3752			-			-			-
Other Employee Benefits	3901-3902	7,692.89	2,969.73	10,662.63	\$3,060.00		3,060.00	7,843.75	2,818.87	10,662.63
Total, Employee Benefits		796,544.72	307,495.16	1,104,039.88	517,281.19	125,365.09	642,646.28	812,165.41	291,874.47	1,104,039.88
4. Books and Supplies										
Approved Textbooks and Core Curricula Materials	4100	12,166.00		12,166.00	\$6,677.87		6,677.87	12,386.00		12,386.00
Books and Other Reference Materials	4200		2,997.55	2,997.55		\$1,968.66	1,968.66		2,997.55	2,997.55
Materials and Supplies	4300	66,203.30	58,300.00	124,503.30	\$41,961.62	\$65,149.83	107,111.45	58,474.30	73,190.00	131,664.30
Noncapitalized Equipment	4400	40,612.08	65,000.00	105,612.08	\$25,442.77	\$65,047.87	90,490.64	40,612.08	70,000.00	110,612.08
Food	4700	3,060.00	37,626.12	40,686.12	\$3,752.27	\$32,690.56	36,442.83	3,060.00	38,306.52	41,366.52
Total, Books and Supplies		122,041.38	163,923.67	285,965.05	77,834.53	164,856.92	242,691.45	114,532.38	184,494.07	299,026.45
5. Services and Other Operating Expenditures										
Subagreements for Services	5100			-			-			-
Travel and Conferences	5200	5,100.00		5,100.00	\$1,318.87		1,318.87	5,100.00		5,100.00
Dues and Memberships	5300	12,761.03		12,761.03	\$8,318.00		8,318.00	12,761.03		12,761.03
Insurance	5400	74,102.00		74,102.00	\$59,075.00		59,075.00	75,442.00		75,442.00
Operations and Housekeeping Services	5500	197,920.00	20,000.00	217,920.00	\$128,607.74	\$2,196.44	130,804.18	207,920.00	10,000.00	217,920.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	238,009.58	237,262.50	475,272.08	\$68,246.13	\$220,750.00	288,996.13	240,209.58	237,262.50	477,472.08
Transfers of Direct Costs	5700-5799			-			-			-
Professional/Consulting Services and Operating Expend.	5800	655,089.99	237,712.64	892,802.63	\$284,269.23	\$126,962.63	411,231.86	677,176.85	217,704.06	894,880.91
Communications	5900	33,000.00		33,000.00	\$15,977.83		15,977.83	33,000.00		33,000.00
Total, Services and Other Operating Expenditures		1,215,982.59	494,975.14	1,710,957.73	565,812.80	349,909.07	915,721.87	1,251,609.46	464,966.56	1,716,576.02

CHARTER SCHOOL  
 INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
 Second Interim Report - Detail

Charter School Name: East Bay Innovation Academy  
 (continued)  
 CDS #: 01-61259-0129932  
 Charter Approving Entity: Oakland Unified  
 County: Alameda  
 Charter #: 1620  
 Fiscal Year: 2021/22

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
 **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	1st Interim Budget			Actuals thru 1/31			2nd Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
<b>6. Capital Outlay</b> (Objects 6100-6170, 6200-6500 for modified accrual basis only)										
Land and Land Improvements	6100-6170			-			-			-
Buildings and Improvements of Buildings	6200			-			-			-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-			-			-
Equipment	6400			-			-			-
Equipment Replacement	6500			-			-			-
Depreciation Expense (for accrual basis only)	6900			-			-			-
Total, Capital Outlay		-	-	-	-	-	-	-	-	-
<b>7. Other Outgo</b>										
Tuition to Other Schools	7110-7143			-			-			-
Transfers of Pass-through Revenues to Other LEAs	7211-7213			-			-			-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			-			-			-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			-			-			-
All Other Transfers	7281-7299			-			-			-
Transfers of Indirect Costs	7300-7399			-			-			-
Debt Service:										
Interest	7438			-			-			-
Principal (for modified accrual basis only)	7439			-			-			-
Total, Other Outgo		-	-	-	-	-	-	-	-	-
<b>8. TOTAL EXPENDITURES</b>		5,241,125.75	2,165,637.69	7,406,763.43	2,982,351.98	1,294,833.23	4,277,185.21	5,345,785.61	2,079,657.51	7,425,443.12
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		157,420.90	(155,876.19)	1,544.71	(46,301.73)	(354,166.57)	(400,468.30)	44,738.76	(42,345.50)	2,393.26
<b>D. OTHER FINANCING SOURCES / USES</b>										
1. Other Sources	8930-8979			-			-			-
2. Less: Other Uses	7630-7699			-			-			-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(155,876.19)	155,876.19	-			-	(42,345.50)	42,345.50	-
4. TOTAL OTHER FINANCING SOURCES / USES		(155,876.19)	155,876.19	-	-	-	-	(42,345.50)	42,345.50	-
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		1,544.71	0.00	1,544.71	(46,301.73)	(354,166.57)	(400,468.30)	2,393.26	(0.00)	2,393.26
<b>F. FUND BALANCE, RESERVES</b>										
1. Beginning Fund Balance										
a. As of July 1	9791	1,038,658.55	22,420.36	1,061,078.91	1,038,658.55	22,420.36	1,061,078.91	1,038,658.55	22,420.36	1,061,078.91
b. Adjustments to Beginning Balance	9793, 9795			-	4.45	(0.36)	4.09	4.45	(0.36)	4.09
c. Adjusted Beginning Balance		1,038,658.55	22,420.36	1,061,078.91	1,038,663.00	22,420.00	1,061,083.00	1,038,663.00	22,420.00	1,061,083.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,040,203.26	22,420.36	1,062,623.62	992,361.27	(331,746.57)	660,614.70	1,041,056.26	22,420.00	1,063,476.26
Components of Ending Fund Balance :										
a. Nonspendable										
Revolving Cash (equals object 9130)	9711			-			-			-
Stores (equals object 9320)	9712			-			-			-
Prepaid Expenditures (equals object 9330)	9713			-			-			-
All Others	9719			-			-			-
b. Restricted	9740		22,420.36	22,420.36			-		22,420.00	22,420.00
c. Committed										
Stabilization Arrangements	9750			-			-			-
Other Commitments	9760			-			-			-
d. Assigned										
Other Assignments	9780			-			-			-
e. Unassigned/Unappropriated										
Reserve for Economic Uncertainties	9789	370,338.17		370,338.17			-	371,272.16		371,272.16
Unassigned/Unappropriated Amount	9790	669,865.09	0.00	669,865.09	992,361.27	(331,746.57)	660,614.70	669,784.10	(0.00)	669,784.10

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Summary**

Charter School Name: East Bay Innovation Academy  
 (continued)  
 CDS #: 01-61259-0129932  
 Charter Approving Entity: Oakland Unified  
 County: Alameda  
 Charter #: 1620  
 Fiscal Year: 2021/22

Description	Object Code	1st Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. 1st Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>A. REVENUES</b>						
<b>1. LCFF Revenue Sources</b>						
State Aid - Current Year	8011	3,511,342.87	1,830,484.00	3,490,242.95	(21,099.91)	-0.60%
Education Protection Account State Aid - Current Year	8012	103,964.00	59,760.00	103,884.00	(80.00)	-0.08%
State Aid - Prior Years	8019	-	-	-	-	
Transfer of Charter Schools In Lieu of Property Taxes	8096	1,473,169.88	846,800.00	1,472,036.28	(1,133.60)	-0.08%
Other LCFF Transfers	8091, 8097	-	-	-	-	
Total, LCFF Sources		5,088,476.75	2,737,044.00	5,066,163.23	(22,313.51)	-0.44%
<b>2. Federal Revenues</b>						
Every Student Succeeds Act (Title I - V)	8290	66,925.00	18,762.00	66,929.00	4.00	0.01%
Special Education - Federal	8181, 8182	78,750.00	-	78,750.00	-	0.00%
Child Nutrition - Federal	8220	13,169.14	7,682.12	13,407.28	238.14	1.81%
Donated Food Commodities	8221	-	-	-	-	
Other Federal Revenues	8110, 8260-8299	516,362.25	143,007.00	543,787.30	27,425.05	5.31%
Total, Federal Revenues		675,206.39	169,451.12	702,873.58	27,667.19	4.10%
<b>3. Other State Revenues</b>						
Special Education - State	StateRevSE	572,774.30	240,839.00	572,488.30	(286.00)	-0.05%
All Other State Revenues	StateRevAO	724,171.80	608,647.46	736,764.31	12,592.51	1.74%
Total, Other State Revenues		1,296,946.10	849,486.46	1,309,252.61	12,306.51	0.95%
<b>4. Other Local Revenues</b>						
All Other Local Revenues	LocalRevAO	347,678.91	120,735.33	349,546.95	1,868.04	0.54%
Total, Local Revenues		347,678.91	120,735.33	349,546.95	1,868.04	0.54%
<b>5. TOTAL REVENUES</b>						
		7,408,308.15	3,876,716.91	7,427,836.38	19,528.23	0.26%
<b>B. EXPENDITURES</b>						
<b>1. Certificated Salaries</b>						
Certificated Teachers' Salaries	1100	2,771,042.37	1,549,541.62	2,771,042.37	-	0.00%
Certificated Pupil Support Salaries	1200	-	-	-	-	
Certificated Supervisors' and Administrators' Salaries	1300	872,048.19	510,365.07	872,048.19	-	0.00%
Other Certificated Salaries	1900	-	-	-	-	
Total, Certificated Salaries		3,643,090.56	2,059,906.69	3,643,090.56	-	0.00%
<b>2. Non-certificated Salaries</b>						
Non-certificated Instructional Aides' Salaries	2100	200,160.00	113,730.93	200,160.00	-	0.00%
Non-certificated Support Salaries	2200	-	-	-	-	
Non-certificated Supervisors' and Administrators' Sal.	2300	245,000.00	152,430.77	245,000.00	-	0.00%
Clerical and Office Salaries	2400	158,812.50	131,615.49	158,812.50	-	0.00%
Other Non-certificated Salaries	2900	58,737.71	18,441.73	58,737.71	-	0.00%
Total, Non-certificated Salaries		662,710.21	416,218.92	662,710.21	-	0.00%
<b>3. Employee Benefits</b>						
STRS	3101-3102	583,623.11	327,933.58	583,623.11	-	0.00%
PERS	3201-3202	-	-	-	-	
OASDI / Medicare / Alternative	3301-3302	103,921.14	56,649.52	103,921.14	-	0.00%
Health and Welfare Benefits	3401-3402	340,200.00	213,521.70	340,200.00	-	0.00%
Unemployment Insurance	3501-3502	22,575.00	10,340.22	22,575.00	-	0.00%
Workers' Compensation Insurance	3601-3602	43,058.01	31,141.26	43,058.01	-	0.00%
OPEB, Allocated	3701-3702	-	-	-	-	
OPEB, Active Employees	3751-3752	-	-	-	-	
Other Employee Benefits	3901-3902	10,662.63	3,060.00	10,662.63	-	0.00%
Total, Employee Benefits		1,104,039.88	642,646.28	1,104,039.88	-	0.00%

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Summary**

Charter School Name: East Bay Innovation Academy  
 (continued)  
 CDS #: 01-61259-0129932  
 Charter Approving Entity: Oakland Unified  
 County: Alameda  
 Charter #: 1620  
 Fiscal Year: 2021/22

Description	Object Code	1st Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. 1st Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	12,166.00	6,677.87	12,386.00	220.00	1.81%
Books and Other Reference Materials	4200	2,997.55	1,968.66	2,997.55	-	0.00%
Materials and Supplies	4300	124,503.30	107,111.45	131,664.30	7,161.00	5.75%
Noncapitalized Equipment	4400	105,612.08	90,490.64	110,612.08	5,000.00	4.73%
Food	4700	40,686.12	36,442.83	41,366.52	680.40	1.67%
Total, Books and Supplies		285,965.05	242,691.45	299,026.45	13,061.40	4.57%
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	-	-	-	-	
Travel and Conferences	5200	5,100.00	1,318.87	5,100.00	-	0.00%
Dues and Memberships	5300	12,761.03	8,318.00	12,761.03	-	0.00%
Insurance	5400	74,102.00	59,075.00	75,442.00	1,340.00	1.81%
Operations and Housekeeping Services	5500	217,920.00	130,804.18	217,920.00	-	0.00%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	475,272.08	288,996.13	477,472.08	2,200.00	0.46%
Transfers of Direct Costs	5700-5799	-	-	-	-	
Professional/Consulting Services and Operating Expend.	5800	892,802.63	411,231.86	894,880.91	2,078.28	0.23%
Communications	5900	33,000.00	15,977.83	33,000.00	-	0.00%
Total, Services and Other Operating Expenditures		1,710,957.73	915,721.87	1,716,576.02	5,618.28	0.33%
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)</b>						
Land and Land Improvements	6100-6170	-	-	-	-	
Buildings and Improvements of Buildings	6200	-	-	-	-	
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	
Equipment	6400	-	-	-	-	
Equipment Replacement	6500	-	-	-	-	
<i>Depreciation Expense (for accrual basis only)</i>	6900	-	-	-	-	
Total, Capital Outlay		-	-	-	-	
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	-	-	-	-	
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	
All Other Transfers	7281-7299	-	-	-	-	
Transfers of Indirect Costs	7300-7399	-	-	-	-	
Debt Service:						
Interest	7438	-	-	-	-	
Principal (for modified accrual basis only)	7439	-	-	-	-	
Total, Other Outgo		-	-	-	-	
<b>8. TOTAL EXPENDITURES</b>		7,406,763.43	4,277,185.21	7,425,443.12	18,679.68	0.25%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		1,544.71	(400,468.30)	2,393.26	848.54	54.93%

**CHARTER SCHOOL  
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM  
Second Interim Report - Summary**

Charter School Name: East Bay Innovation Academy  
 (continued)  
 CDS #: 01-61259-0129932  
 Charter Approving Entity: Oakland Unified  
 County: Alameda  
 Charter #: 1620  
 Fiscal Year: 2021/22

Description	Object Code	1st Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. 1st Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	-	-	-	-	
2. Less: Other Uses	7630-7699	-	-	-	-	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		1,544.71	(400,468.30)	2,393.26	848.54	54.93%
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	1,061,078.91	1,061,078.91	1,061,078.91	-	0.00%
b. Adjustments to Beginning Balance	9793, 9795	-	4.09	4.09	4.09	New
c. Adjusted Beginning Balance		1,061,078.91	1,061,083.00	1,061,083.00		
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,062,623.62	660,614.70	1,063,476.26		
Components of Ending Fund Balance :						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	
Stores (equals object 9320)	9712	-	-	-	-	
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	
All Others	9719	-	-	-	-	
b. Restricted	9740	22,420.36	-	22,420.00	(0.36)	0.00%
c. Committed						
Stabilization Arrangements	9750	-	-	-	-	
Other Commitments	9760	-	-	-	-	
d. Assigned						
Other Assignments	9780	-	-	-	-	
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	370,338.17	-	371,272.16	933.98	0.25%
Unassigned/Unappropriated Amount	9790	669,865.09	660,614.70	669,784.10	(80.99)	-0.01%

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
Second Interim Report - MYP**

Charter School Name: East Bay Innovation Academy  
 (continued) \_\_\_\_\_  
 CDS #: 01-61259-0129932  
 Charter Approving Entity: Oakland Unified  
 County: Alameda  
 Charter #: 1620  
 Fiscal Year: 2021/22

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
 **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>A. REVENUES</b>						
1. LCFF Revenue Sources						
State Aid - Current Year	8011	3,490,242.95	0.00	3,490,242.95	4,086,191.32	4,391,166.35
Education Protection Account State Aid - Current Year	8012	103,884.00	0.00	103,884.00	116,430.00	119,220.00
State Aid - Prior Years	8019	0.00	0.00	0.00		
Transfers of Charter Schools In Lieu of Property Taxes	8096	1,472,036.28	0.00	1,472,036.28	1,649,813.10	1,689,347.40
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00		
Total, LCFF Sources		5,066,163.23	0.00	5,066,163.23	5,852,434.42	6,199,733.75
2. Federal Revenues						
Every Student Succeeds Act (Title I - V)	8290	0.00	66,929.00	66,929.00	70,375.00	76,875.00
Special Education - Federal	8181, 8182	0.00	78,750.00	78,750.00	85,600.00	96,138.00
Child Nutrition - Federal	8220	0.00	13,407.28	13,407.28	20,922.30	21,432.60
Donated Food Commodities	8221	0.00	0.00	0.00		
Other Federal Revenues	8110, 8260-8299	0.00	543,787.30	543,787.30	237,712.73	
Total, Federal Revenues		0.00	702,873.58	702,873.58	414,610.03	194,445.60
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	572,488.30	572,488.30	406,732.08	422,722.72
All Other State Revenues	StateRevAO	127,189.18	609,575.13	736,764.31	370,313.28	379,767.30
Total, Other State Revenues		127,189.18	1,182,063.43	1,309,252.61	777,045.36	802,490.02
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	197,171.95	152,375.00	349,546.95	485,974.73	503,846.95
Total, Local Revenues		197,171.95	152,375.00	349,546.95	485,974.73	503,846.95
5. TOTAL REVENUES						
		5,390,524.37	2,037,312.01	7,427,836.38	7,530,064.53	7,700,516.32
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,081,774.20	689,268.17	2,771,042.37	2,588,744.01	2,568,629.12
Certificated Pupil Support Salaries	1200	0.00	0.00	0.00		
Certificated Supervisors' and Administrators' Salaries	1300	706,935.27	165,112.93	872,048.19	852,131.62	873,833.07
Other Certificated Salaries	1900	0.00	0.00	0.00		
Total, Certificated Salaries		2,788,709.47	854,381.09	3,643,090.56	3,440,875.63	3,442,462.19
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	16,400.00	183,760.00	200,160.00	170,127.13	183,367.19
Non-certificated Support Salaries	2200	0.00	0.00	0.00		
Non-certificated Supervisors' and Administrators' Sal.	2300	233,000.00	12,000.00	245,000.00	252,350.00	259,920.50
Clerical and Office Salaries	2400	88,252.50	70,560.00	158,812.50	163,576.88	168,484.18
Other Non-certificated Salaries	2900	41,116.40	17,621.31	58,737.71	25,200.00	25,956.00
Total, Non-certificated Salaries		378,768.90	283,941.31	662,710.21	611,254.00	637,727.87



**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
Second Interim Report - MYP**

**Charter School Name:** East Bay Innovation Academy  
 (continued) \_\_\_\_\_  
**CDS #:** 01-61259-0129932  
 \_\_\_\_\_  
**Charter Approving Entity:** Oakland Unified  
 \_\_\_\_\_  
**County:** Alameda  
 \_\_\_\_\_  
**Charter #:** 1620  
 \_\_\_\_\_  
**Fiscal Year:** 2021/22  
 \_\_\_\_\_

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	429,330.96	154,292.15	583,623.11	550,099.10	636,725.30
PERS	3201-3202	0.00	0.00	0.00		
OASDI / Medicare / Alternative	3301-3302	76,447.56	27,473.58	103,921.14	99,155.47	106,138.27
Health and Welfare Benefits	3401-3402	250,261.50	89,938.50	340,200.00	347,004.00	389,460.96
Unemployment Insurance	3501-3502	16,606.86	5,968.14	22,575.00	23,779.00	23,779.00
Workers' Compensation Insurance	3601-3602	31,674.78	11,383.22	43,058.01	40,521.30	40,801.90
OPEB, Allocated	3701-3702	0.00	0.00	0.00		
OPEB, Active Employees	3751-3752	0.00	0.00	0.00		
Other Employee Benefits	3901-3902	7,843.75	2,818.87	10,662.63	10,982.50	11,311.98
Total, Employee Benefits		812,165.41	291,874.47	1,104,039.88	1,071,541.37	1,208,217.41
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	12,386.00	0.00	12,386.00	13,800.60	14,419.94
Books and Other Reference Materials	4200	0.00	2,997.55	2,997.55	3,110.21	3,172.42
Materials and Supplies	4300	58,474.30	73,190.00	131,664.30	104,531.53	135,853.66
Noncapitalized Equipment	4400	40,612.08	70,000.00	110,612.08	160,188.32	169,872.81
Food	4700	3,060.00	38,306.52	41,366.52	62,899.20	64,419.62
Total, Books and Supplies		114,532.38	184,494.07	299,026.45	344,529.87	387,738.45
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	0.00	0.00	0.00		
Travel and Conferences	5200	5,100.00	0.00	5,100.00	5,202.00	5,306.04
Dues and Memberships	5300	12,761.03	0.00	12,761.03	13,016.25	13,276.57
Insurance	5400	75,442.00	0.00	75,442.00	40,621.43	42,444.44
Operations and Housekeeping Services	5500	207,920.00	10,000.00	217,920.00	219,878.40	224,275.97
Rentals, Leases, Repairs, and Noncap. Improvements	5600	240,209.58	237,262.50	477,472.08	552,017.28	567,904.69
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00		
Professional/Consulting Services and Operating Expend.	5800	677,176.85	217,704.06	894,880.91	1,031,136.23	1,108,612.95
Communications	5900	33,000.00	0.00	33,000.00	33,660.00	34,333.20
Total, Services and Other Operating Expenditures		1,251,609.46	464,966.56	1,716,576.02	1,895,531.59	1,996,153.86
<b>6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)</b>						
Land and Land Improvements	6100-6170	0.00	0.00	0.00		
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00		
Equipment	6400	0.00	0.00	0.00		
Equipment Replacement	6500	0.00	0.00	0.00		
Depreciation Expense (for accrual basis only)	6900	0.00	0.00	0.00		
Total, Capital Outlay		0.00	0.00	0.00	0.00	0.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00		
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00		
All Other Transfers	7280-7299	0.00	0.00	0.00		
Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00		
Debt Service:						
Interest	7438	0.00	0.00	0.00		
Principal (for modified accrual basis only)	7439	0.00	0.00	0.00		
Total, Other Outgo		0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		5,345,785.61	2,079,657.51	7,425,443.12	7,363,732.46	7,672,299.79
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		44,738.76	(42,345.50)	2,393.26	166,332.07	28,216.53



**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM  
Second Interim Report - MYP**

Charter School Name: East Bay Innovation Academy  
 (continued) \_\_\_\_\_  
 CDS #: 01-61259-0129932  
 Charter Approving Entity: Oakland Unified  
 County: Alameda  
 Charter #: 1620  
 Fiscal Year: 2021/22

Description	Object Code	FY 2021/22			Totals for 2022/23	Totals for 2023/24
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	0.00	0.00	0.00		
2. Less: Other Uses	7630-7699	0.00	0.00	0.00		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(42,345.50)	42,345.50	0.00		
4. TOTAL OTHER FINANCING SOURCES / USES		(42,345.50)	42,345.50	0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		2,393.26	(0.00)	2,393.26	166,332.07	28,216.53
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	1,038,658.55	22,420.36	1,061,078.91	1,063,476.26	1,229,808.32
b. Adjustments to Beginning Balance	9793, 9795	4.45	(0.36)	4.09		
c. Adjusted Beginning Balance		1,038,663.00	22,420.00	1,061,083.00	1,063,476.26	1,229,808.32
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,041,056.26	22,420.00	1,063,476.26	1,229,808.32	1,258,024.85
Components of Ending Fund Balance:						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	0.00	0.00	0.00		
Stores (equals object 9320)	9712	0.00	0.00	0.00		
Prepaid Expenditures (equals object 9330)	9713	0.00	0.00	0.00		
All Others	9719	0.00	0.00	0.00		
b. Restricted	9740	0.00	22,420.00	22,420.00		
c. Committed						
Stabilization Arrangements	9750	0.00	0.00	0.00		
Other Commitments	9760	0.00	0.00	0.00		
d. Assigned						
Other Assignments	9780	0.00	0.00	0.00		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	371,272.16	0.00	371,272.16	368,186.62	383,614.99
Unassigned/Unappropriated Amount	9790	669,784.10	(0.00)	669,784.10	861,621.70	874,409.86

Summary Tab

East Bay Innovation Academy (129932) - SY 22 Second Interim	2/14/2022							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
<b>SUMMARY OF FUNDING</b>								
<b>General Assumptions</b>								
COLA & Augmentation	3.26%	0.00%	5.07%	2.48%	3.11%	3.54%	0.00%	0.00%
Base Grant Proration Factor	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	-	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>LCFF Entitlement</b>								
Base Grant	\$5,057,775	\$5,109,628	\$4,667,221	\$5,371,949	\$5,683,507	\$-	\$-	\$-
Grade Span Adjustment	58,809	61,431	56,228	66,751	72,549	-	-	-
Supplemental Grant	301,674	341,910	342,828	413,342	442,525	-	-	-
Concentration Grant	-	-	-	-	-	-	-	-
Add-ons: Targeted Instructional Improvement Block Grant	-	-	-	-	-	-	-	-
Add-ons: Home-to-School Transportation	-	-	-	-	-	-	-	-
Add-ons: Small School District Bus Replacement Program	-	-	-	-	-	-	-	-
<b>Total LCFF Entitlement Before Adjustments, ERT &amp; Additional State Aid</b>	<b>\$5,418,258</b>	<b>\$5,512,969</b>	<b>\$5,066,277</b>	<b>\$5,852,042</b>	<b>\$6,198,581</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>
Miscellaneous Adjustments	-	-	-	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-	-	-	-
Additional State Aid	-	-	-	-	-	-	-	-
<b>Total LCFF Entitlement</b>	<b>5,418,258</b>	<b>5,512,969</b>	<b>5,066,277</b>	<b>5,852,042</b>	<b>6,198,581</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>LCFF Entitlement Per ADA</b>	<b>\$ 9,128</b>	<b>\$ 9,225</b>	<b>\$ 9,754</b>	<b>\$ 10,052</b>	<b>\$ 10,399</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Components of LCFF By Object Code</b>								
State Aid (Object Code 8011)	\$ 3,682,096	\$ 3,699,851	\$ 3,490,357	\$ 4,085,799	\$ 4,390,014	\$ -	\$ -	\$ -
EPA (for LCFF Calculation purposes)	\$ 118,716	\$ 119,520	\$ 103,884	\$ 116,430	\$ 119,220	\$ -	\$ -	\$ -
<i>Local Revenue Sources:</i>								
Property Taxes (Object 8021 to 8089)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In-Lieu of Property Taxes (Object Code 8096)	\$ 1,617,446	\$ 1,693,598	\$ 1,472,036	\$ 1,649,813	\$ 1,689,347	\$ -	\$ -	\$ -
Property Taxes net of In-Lieu	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL FUNDING</b>	<b>5,418,258</b>	<b>5,512,969</b>	<b>5,066,277</b>	<b>5,852,042</b>	<b>6,198,581</b>	<b>-</b>	<b>-</b>	<b>-</b>
Basic Aid Status	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total LCFF Entitlement</b>	<b>5,418,258</b>	<b>5,512,969</b>	<b>5,066,277</b>	<b>5,852,042</b>	<b>6,198,581</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>SUMMARY OF EPA</b>								
% of Adjusted Revenue Limit - Annual	16.13801139%	70.06785065%	70.06785065%	70.06785065%	70.06785065%	70.06785065%	0.00000000%	0.00000000%
% of Adjusted Revenue Limit - P-2	16.08698870%	70.06785065%	70.06785065%	70.06785065%	70.06785065%	70.06785065%	0.00000000%	0.00000000%
EPA (for LCFF Calculation purposes)	\$ 118,716	\$ 119,520	\$ 103,884	\$ 116,430	\$ 119,220	\$ -	\$ -	\$ -
EPA, Current Year (Object Code 8012) (P-2 plus Current Year Accrual)	\$ 118,716	\$ 119,520	\$ 103,884	\$ 116,430	\$ 119,220	\$ -	\$ -	\$ -
EPA, Prior Year Adjustment (Object Code 8019) (P-A less Prior Year Accrual)	\$ (8.00)	\$ -	\$ (0.00)	\$ -	\$ -	\$ -	\$ -	\$ -
Accrual (from Data Entry tab)	-	-	-	-	-	-	-	-

Summary Tab

East Bay Innovation Academy (129932) - SY 22 Second Interim	2/14/2022							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
<b>LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES</b>								
Base Grant (Excludes add-ons for TIIG and Transportation)	\$ 5,116,584	\$ 5,171,059	\$ 4,723,449	\$ 5,438,700	\$ 5,756,056	\$ -	\$ -	\$ -
Supplemental and Concentration Grant funding in the LCAP year	\$ 301,674	\$ 341,910	\$ 342,828	\$ 413,342	\$ 442,525	\$ -	\$ -	\$ -
Percentage to Increase or Improve Services	5.90%	6.61%	7.26%	7.60%	7.69%	0.00%	0.00%	0.00%

<b>SUMMARY OF STUDENT POPULATION</b>								
<b>Unduplicated Pupil Population</b>								
Enrollment	620	630	563	615	630	-	-	-
COE Enrollment	-	-	-	-	-	-	-	-
<b>Total Enrollment</b>	<b>620</b>	<b>630</b>	<b>563</b>	<b>615</b>	<b>630</b>	<b>0</b>	<b>0</b>	<b>0</b>
Unduplicated Pupil Count	207	235	216	236	243	-	-	-
COE Unduplicated Pupil Count	-	-	-	-	-	-	-	-
<b>Total Unduplicated Pupil Count</b>	<b>207</b>	<b>235</b>	<b>216</b>	<b>236</b>	<b>243</b>	<b>0</b>	<b>0</b>	<b>0</b>
Rolling %, Supplemental Grant	29.4800%	33.0600%	36.2900%	38.0000%	38.4400%	0.0000%	0.0000%	0.0000%
Rolling %, Concentration Grant	29.4800%	33.0600%	36.2900%	38.0000%	38.4400%	0.0000%	0.0000%	0.0000%

Summary Tab

East Bay Innovation Academy (129932) - SY 22 Second Interim	2/14/2022								
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
<b>SUMMARY OF LCFF ADA</b>									
<b>Prior Year ADA for the Hold Harmless - ( net of current year charter shift)</b>									
Grades TK-3	-	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-	-
<b>LCFF Subtotal</b>	-	-	-	-	-	-	-	-	-
NSS	-	-	-	-	-	-	-	-	-
<b>Combined Subtotal</b>	-	-	-	-	-	-	-	-	-
<b>Current Year ADA</b>									
Grades TK-3	-	-	-	-	-	-	-	-	-
Grades 4-6	129.63	105.10	92.12	105.60	105.60	-	-	-	-
Grades 7-8	221.94	239.70	206.80	220.80	220.80	-	-	-	-
Grades 9-12	242.01	252.80	220.50	255.75	269.70	-	-	-	-
<b>LCFF Subtotal</b>	593.58	597.60	519.42	582.15	596.10	-	-	-	-
NSS	-	-	-	-	-	-	-	-	-
<b>Combined Subtotal</b>	593.58	597.60	519.42	582.15	596.10	-	-	-	-
<b>Change in LCFF ADA (excludes NSS ADA)</b>	593.58	597.60	519.42	582.15	596.10	-	-	-	-
	Increase	Increase	Increase	Increase	Increase	No Change	No Change	No Change	No Change
<b>Funded LCFF ADA for the Hold Harmless</b>									
Grades TK-3	-	-	-	-	-	-	-	-	-
Grades 4-6	129.63	105.10	92.12	105.60	105.60	-	-	-	-
Grades 7-8	221.94	239.70	206.80	220.80	220.80	-	-	-	-
Grades 9-12	242.01	252.80	220.50	255.75	269.70	-	-	-	-
<b>Subtotal</b>	593.58	597.60	519.42	582.15	596.10	-	-	-	-
	Current	Current	Current	Current	Current	Current	Current	Current	Current
<b>Funded NSS ADA</b>									
Grades TK-3	-	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	-	-	-	-	-	-	-	-	-
	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior	Prior
<b>NPS, CDS, &amp; COE Operated</b>									
Grades TK-3	-	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	-	-	-	-	-	-	-	-	-
<b>ACTUAL ADA (Current Year Only)</b>									
Grades TK-3	-	-	-	-	-	-	-	-	-
Grades 4-6	129.63	105.10	92.12	105.60	105.60	-	-	-	-
Grades 7-8	221.94	239.70	206.80	220.80	220.80	-	-	-	-
Grades 9-12	242.01	252.80	220.50	255.75	269.70	-	-	-	-
<b>Total Actual ADA</b>	593.58	597.60	519.42	582.15	596.10	-	-	-	-
<b>TOTAL FUNDED ADA</b>									
Grades TK-3	-	-	-	-	-	-	-	-	-
Grades 4-6	129.63	105.10	92.12	105.60	105.60	-	-	-	-
Grades 7-8	221.94	239.70	206.80	220.80	220.80	-	-	-	-
Grades 9-12	242.01	252.80	220.50	255.75	269.70	-	-	-	-
<b>Total</b>	593.58	597.60	519.42	582.15	596.10	-	-	-	-
<i>Funded Difference (Funded ADA less Actual ADA)</i>	-	-	-	-	-	-	-	-	-

Summary Tab

East Bay Innovation Academy (129932) - SY 22 Second Interim		2/14/2022							
		2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
<b>PER-ADA FUNDING LEVELS</b>									
<b>Base, Supplemental and Concentration Rate per ADA</b>									
Grades TK-3	\$	9,004	\$ 9,065	\$ 9,584	\$ 9,853	\$ 10,167	\$ 9,776	\$ 9,776	\$ 9,776
Grades 4-6	\$	8,279	\$ 8,335	\$ 8,811	\$ 9,059	\$ 9,348	\$ 8,988	\$ 8,988	\$ 8,988
Grades 7-8	\$	8,525	\$ 8,582	\$ 9,072	\$ 9,327	\$ 9,625	\$ 9,254	\$ 9,254	\$ 9,254
Grades 9-12	\$	10,136	\$ 10,205	\$ 10,787	\$ 11,089	\$ 11,443	\$ 11,003	\$ 11,003	\$ 11,003
<b>Base Grants</b>									
Grades TK-3	\$	7,702	\$ 7,702	\$ 8,093	\$ 8,294	\$ 8,552	\$ 8,855	\$ 8,855	\$ 8,855
Grades 4-6	\$	7,818	\$ 7,818	\$ 8,215	\$ 8,419	\$ 8,681	\$ 8,988	\$ 8,988	\$ 8,988
Grades 7-8	\$	8,050	\$ 8,050	\$ 8,458	\$ 8,668	\$ 8,938	\$ 9,254	\$ 9,254	\$ 9,254
Grades 9-12	\$	9,329	\$ 9,329	\$ 9,802	\$ 10,045	\$ 10,357	\$ 10,724	\$ 10,724	\$ 10,724
<b>Grade Span Adjustment</b>									
Grades TK-3	\$	801	\$ 801	\$ 842	\$ 863	\$ 889	\$ 921	\$ 921	\$ 921
Grades 9-12	\$	243	\$ 243	\$ 255	\$ 261	\$ 269	\$ 279	\$ 279	\$ 279
<b>Prorated Base, Supplemental and Concentration Rate per ADA</b>									
Grades TK-3	\$	8,503	\$ 8,503	\$ 8,935	\$ 9,157	\$ 9,441	\$ 9,776	\$ 9,776	\$ 9,776
Grades 4-6	\$	7,818	\$ 7,818	\$ 8,215	\$ 8,419	\$ 8,681	\$ 8,988	\$ 8,988	\$ 8,988
Grades 7-8	\$	8,050	\$ 8,050	\$ 8,458	\$ 8,668	\$ 8,938	\$ 9,254	\$ 9,254	\$ 9,254
Grades 9-12	\$	9,572	\$ 9,572	\$ 10,057	\$ 10,306	\$ 10,626	\$ 11,003	\$ 11,003	\$ 11,003
<b>Prorated Base Grants</b>									
Grades TK-3	\$	7,702	\$ 7,702	\$ 8,093	\$ 8,294	\$ 8,552	\$ 8,855	\$ 8,855	\$ 8,855
Grades 4-6	\$	7,818	\$ 7,818	\$ 8,215	\$ 8,419	\$ 8,681	\$ 8,988	\$ 8,988	\$ 8,988
Grades 7-8	\$	8,050	\$ 8,050	\$ 8,458	\$ 8,668	\$ 8,938	\$ 9,254	\$ 9,254	\$ 9,254
Grades 9-12	\$	9,329	\$ 9,329	\$ 9,802	\$ 10,045	\$ 10,357	\$ 10,724	\$ 10,724	\$ 10,724
<b>Prorated Grade Span Adjustment</b>									
Grades TK-3	\$	801	\$ 801	\$ 842	\$ 863	\$ 889	\$ 921	\$ 921	\$ 921
Grades 9-12	\$	243	\$ 243	\$ 255	\$ 261	\$ 269	\$ 279	\$ 279	\$ 279
<b>Supplemental Grant</b>									
		20%	20%	20%	20%	20%	20%	20%	20%
<b>Maximum - 1.00 ADA, 100% UPP</b>									
Grades TK-3	\$	1,701	\$ 1,701	\$ 1,787	\$ 1,831	\$ 1,888	\$ 1,955	\$ 1,955	\$ 1,955
Grades 4-6	\$	1,564	\$ 1,564	\$ 1,643	\$ 1,684	\$ 1,736	\$ 1,798	\$ 1,798	\$ 1,798
Grades 7-8	\$	1,610	\$ 1,610	\$ 1,692	\$ 1,734	\$ 1,788	\$ 1,851	\$ 1,851	\$ 1,851
Grades 9-12	\$	1,914	\$ 1,914	\$ 2,011	\$ 2,061	\$ 2,125	\$ 2,201	\$ 2,201	\$ 2,201
<b>Actual - 1.00 ADA, Local UPP as follows:</b>									
Grades TK-3	\$	29.48%	\$ 33.06%	\$ 36.29%	\$ 38.00%	\$ 38.44%	\$ 0.00%	\$ 0.00%	\$ 0.00%
Grades 4-6	\$	501	\$ 562	\$ 649	\$ 696	\$ 726	\$ -	\$ -	\$ -
Grades 7-8	\$	461	\$ 517	\$ 596	\$ 640	\$ 667	\$ -	\$ -	\$ -
Grades 9-12	\$	475	\$ 532	\$ 614	\$ 659	\$ 687	\$ -	\$ -	\$ -
<b>Concentration Grant (&gt;55% population)</b>									
		50%	50%	65%	65%	65%	65%	65%	65%
<b>Maximum - 1.00 ADA, 100% UPP</b>									
Grades TK-3	\$	4,252	\$ 4,252	\$ 5,808	\$ 5,952	\$ 6,137	\$ 6,354	\$ 6,354	\$ 6,354
Grades 4-6	\$	3,909	\$ 3,909	\$ 5,340	\$ 5,472	\$ 5,643	\$ 5,842	\$ 5,842	\$ 5,842
Grades 7-8	\$	4,025	\$ 4,025	\$ 5,498	\$ 5,634	\$ 5,810	\$ 6,015	\$ 6,015	\$ 6,015
Grades 9-12	\$	4,786	\$ 4,786	\$ 6,537	\$ 6,699	\$ 6,907	\$ 7,152	\$ 7,152	\$ 7,152
<b>Actual - 1.00 ADA, Local UPP &gt;55% as follows:</b>									
Grades TK-3	\$	0.0000%	\$ 0.0000%	\$ 0.0000%	\$ 0.0000%	\$ 0.0000%	\$ 0.0000%	\$ 0.0000%	\$ 0.0000%
Grades 4-6	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grades 7-8	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grades 9-12	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -