



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday May 25, 2022 at 8:00 PM PDT

Location

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

DUE TO 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: May 25, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/99069483172?pwd=ckZhNWpLWkMya292eGpCcTZQdjlOZz09>

Meeting ID: 990 6948 3172

Passcode: 921948

One tap mobile

+16699009128,,99069483172# US (San Jose)

+12532158782,,99069483172# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 990 6948 3172

Find your local number: <https://zoom.us/u/a6B5piKuW>

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
Opening Items			
A. Record Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency	Vote	Rochelle Benning	1 m
Board findings pursuant to Government Code Section 54953(e)			
<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>			
D. Approve Minutes from 3/16/2022 Last East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
E. Approve Minutes from 4/20/2022 East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
F. Approve Minutes from 4/25/2022 East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
G. Approve Minutes from 4/26/2022 East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
H. Approve Minutes from 4/28/2022 East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
I. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)		Rochelle Benning	15 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			

II. Governance			8:23 PM
Governance			
A. Review and Approve East Bay Innovation Academy Consent Agenda Items	Vote	Rochelle Benning	5 m
Consent Agenda Items:			
<ul style="list-style-type: none"> - April credit and check register - NWEA MAP SY 23 contract - SB740 SY 23 application - ECF application - Oakland Undivided MOU 			

	Purpose	Presenter	Time
III. Academic Excellence			8:28 PM
Academic Excellence			
A. Culture and Climate Update	Discuss	Michelle Cho	10 m
- Preliminary panorama survey results			
B. Draft LCAP Update	Discuss	Michelle Cho	15 m
- May Revise Update			
- Further development of strategic priorities			
IV. Finance and Development			8:53 PM
Finance			
A. April financials update	Discuss	Michelle Cho	5 m
- year-to-date actuals			
- forecast and actual comparison			
- cash update			
B. Draft School Year 2022-23 budget highlights	Discuss	Michelle Cho	5 m
- LCAP priorities highlighted in draft budget			
V. Facility			9:03 PM
Facility			
A. East Bay Innovation Academy Monthly Facility Update	Vote	Michelle Cho	10 m
Update on EBIA facilities:			
- Prop 39 SY 23 update			
- GGA SY 22-23 Use Agreement			
VI. Other Business			9:13 PM
A. Confirm Board Meeting Dates through 2021 -2022 School Year	Discuss	Rochelle Benning	1 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?			

	Purpose	Presenter	Time
June	8:00PM Wednesday, 6/8/2022		
July	2022 Summer Break		
August	8:00PM Wednesday, 8/17/2022		
September	8:00PM Wednesday, 9/21/2022		
October	8:00PM Wednesday, 10/19/2022		
November	8:00PM Wednesday, 11/16/2022		
December	2022 Winter Break		
January	8:00PM Wednesday, 1/18/2023		
B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)	FYI	Rochelle Benning	10 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
VII. Closing Items			9:24 PM
A. Adjourn Meeting	Vote	Rochelle Benning	1 m

Cover Sheet

Approve Minutes from 3/16/2022 Last East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: D. Approve Minutes from 3/16/2022 Last East Bay Innovation
Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on March 16, 2022

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday March 16, 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 EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

Time: Mar 16, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/96816342145?pwd=cFppUjdwek5UQmpKTjkrQW5sS0pxUT09>

Meeting ID: 968 1634 2145

Passcode: 599718

One tap mobile

+16699009128,,96816342145# US (San Jose)

+13462487799,,96816342145# US (Houston)

Dial by your location

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+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 968 1634 2145

Find your local number: <https://zoom.us/u/ac3tvgKfH>

Directors Present

Brad Edgar (remote), Ken Berrick (remote), Rochelle Benning (remote)

Directors Absent

Jennifer Afdahl Rice, Kelly Garcia

Guests Present

Michelle Cho (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Mar 16, 2022 at 8:13 PM.

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

Ken Berrick made a motion to approve the motion to meet via teleconference. Brad Edgar seconded the motion. The board **VOTED** to approve the motion.

Roll Call

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

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

pass - no action taken. This item was approved during the 2/28/2022 board meeting.

E. Re-approve Minutes from 1/31/2021 East Bay Innovation Academy Board Meeting

pass - no action taken. This item was approved during the 2/28/2022 board meeting.

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

pass - no action taken. This item was approved during the 2/28/2022 board meeting.

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

pass - no action taken. This item was approved during the 2/28/2022 board meeting.

H.

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

one member of the public joined us and said thanks for allowing me join.

II. Governance

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

Ken Berrick made a motion to approve the consent agenda.

Brad Edgar seconded the motion.

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

Roll Call

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

III. Academic Excellence

A. Covid-19 Update

Discussed that EBIA will align mask requirements to OUSD's approach on masks.

B. LCAP Update

Kick off discussion overview of LCAP process for 2022 - 2023 school year

C. A-G Completion Grant Funding Plan

Brad Edgar made a motion to Adopt the A-G Completion Grant Funding Plan.

Ken Berrick seconded the motion.

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

Roll Call

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

IV. Finance and Development

A. Review of monthly financials

Reviewed of the materials in the deck.

V. Facility

A. East Bay Innovation Academy Monthly Facility Update

We are awaiting feedback from OUSD on Prop 39.

VI. Other Business

A.

Confirm Board Meeting Dates through 2021 -2022 School Year

confirmed the date

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

no comments were made at this time

VII. Closing Items

A. Adjourn Meeting

Brad Edgar made a motion to adjourn the board meeting!

Ken Berrick seconded the motion.

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

Roll Call

Kelly Garcia Absent

Brad Edgar Aye

Jennifer Afdahl Rice Absent

Ken Berrick Aye

Rochelle Benning 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,
Rochelle Benning

Cover Sheet

Approve Minutes from 4/20/2022 East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: E. Approve Minutes from 4/20/2022 East Bay Innovation
Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on April 20, 2022



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday April 20, 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 EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

Time: Apr 20, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/99094629781?pwd=OTd1MmxQWS8zd2JGeFo2aFFnYmhCdz09>

Meeting ID: 990 9462 9781

Passcode: 606793

One tap mobile

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+13462487799,,99094629781# US (Houston)

Dial by your location

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+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 990 9462 9781

Find your local number: <https://zoom.us/u/aB2POc1lv>

Directors Present

Brad Edgar, Jennifer Afdahl Rice (remote), Kelly Garcia (remote), Rochelle Benning (remote)

Directors Absent

Ken Berrick

Guests Present

Michelle Cho (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Apr 20, 2022 at 8:05 PM.

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

Jennifer Afdahl Rice made a motion to approve the board findings related to teleconferencing meetings during state of the emergency.
Rochelle Benning seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. Approve Minutes from 2/28/2022 Last East Bay Innovation Academy Board Meeting

Kelly Garcia made a motion to approve the minutes from Board Meeting on 02-28-22.
Rochelle Benning seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

E. Approve Minutes from 3/16/2022 East Bay Innovation Academy Board Meeting

Moved to May board meeting.

F.

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

Jennifer Afdahl Rice made a motion to approve the EBIA consent agenda items.
Rochelle Benning seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

III. Academic Excellence

A. Covid-19 Update

Michelle shared a masking mandate update. For specifics please see board packet.

B. College and Career Readiness Update

Ms. Morton presented information regarding college and career updates for the upper school. For more specifics please see the board packet.
Rochelle Benning made a motion to approve the temporary COVID 19 adjusted high school graduation plan.
Kelly Garcia seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

C. Appeal of a challenge to the contents of a student record - Assignment of Neutral Adjudicator

Rochelle Benning made a motion to use a neutral party to adjudicate the appeal of a challenge to the contents of a student record.
Kelly Garcia seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

IV. Finance and Development

A.

Draft Schoolyear 2022-23 budget highlights

Michelle presented a financial update. For specifics please see board packet.

V. Facility

A. East Bay Innovation Academy Monthly Facility Update

Michelle shared a facility update. For specifics please see board packet.

VI. Other Business

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

Shelley shared an update regarding board meeting dates.

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

No members of the public.

VII. Closing Items

A. Adjourn Meeting

Brad Edgar made a motion to adjourn the meeting.

Rochelle Benning seconded the motion.

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

Roll Call

Ken Berrick Absent

Jennifer Afdahl Rice Aye

Rochelle Benning Aye

Kelly Garcia Aye

Brad Edgar Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:52 PM.

Respectfully Submitted,

Kelly Garcia

Cover Sheet

Approve Minutes from 4/25/2022 East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: F. Approve Minutes from 4/25/2022 East Bay Innovation
Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Special Board Meeting of East Bay Innovation Academy on April 25, 2022

APPROVED



East Bay Innovation Academy

Minutes

Special Board Meeting of East Bay Innovation Academy

Date and Time

Monday April 25, 2022 at 4:15 PM

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:

<https://edgilityconsulting.zoom.us/j/86011441994?pwd=UG1kMkFsYjplL1B4VForWWFWMEpoZz09>

Passcode: 451782

Directors Present

Kelly Garcia, Ken Berrick, Rochelle Benning

Directors Absent

Brad Edgar, Jennifer Afdahl Rice

Guests Present

Michelle Cho

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 Apr 25, 2022 at 4:17 PM.

C.

Approval of Board Findings Relating to Teleconference Meetings During State of Emergency

Kelly Garcia made a motion to approve the motion.
Ken Berrick seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

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

no public comment

II. Public Employment - Government Code Section 54957

A. Closed Session: Public Employment - Government Code Section 54957

Kelly Garcia made a motion to close public session.
Ken Berrick seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

B. Open Session: Report out actions taken during closed session

The board met with the first finalist candidate.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:30 PM.

Respectfully Submitted,
Rochelle Benning

Cover Sheet

Approve Minutes from 4/26/2022 East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: G. Approve Minutes from 4/26/2022 East Bay Innovation
Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Special Board Meeting of East Bay Innovation Academy on April 26, 2022

APPROVED



East Bay Innovation Academy

Minutes

Special Board Meeting of East Bay Innovation Academy

Date and Time

Tuesday April 26, 2022 at 4:15 PM

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:

Zoom link: <https://edgilityconsulting.zoom.us/j/89658281054?pwd=bzRyZWwxV3VTUUx0SmdEK2FtcldBUT09>

Passcode: 833759

Directors Present

Jennifer Afdahl Rice, Kelly Garcia, Ken Berrick, Rochelle Benning

Directors Absent

Brad Edgar

Guests Present

Michelle Cho

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 Tuesday Apr 26, 2022 at 4:22 PM.

C.

Approval of Board Findings Relating to Teleconference Meetings During State of Emergency

Jennifer Afdahl Rice made a motion to approve the agenda item.
Kelly Garcia seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

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

no members of the public spoke

II. Public Employment - Government Code Section 54957

A. Closed Session: Public Employment - Government Code Section 54957

Kelly Garcia made a motion to close the public session and move to closed session.
Ken Berrick seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

B. Open Session: Report out actions taken during closed session

The board met with the second finalist candidate.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:30 PM.

Respectfully Submitted,
Rochelle Benning

Cover Sheet

Approve Minutes from 4/28/2022 East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: H. Approve Minutes from 4/28/2022 East Bay Innovation
Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for East Bay Innovation Academy Board Meeting on April 28, 2022

APPROVED



East Bay Innovation Academy

Minutes

East Bay Innovation Academy Board Meeting

Date and Time

Thursday April 28, 2022 at 8:00 PM

Location

TBD

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:

Zoom link: <https://edgilityconsulting.zoom.us/j/89658281054?pwd=bzRyZWwxV3VTUUx0SmdEK2FtcldBUT09>

Passcode: 833759

Directors Present

Brad Edgar, Jennifer Afdahl Rice, Ken Berrick, Rochelle Benning

Directors Absent

Kelly Garcia

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 Thursday Apr 28, 2022 at 8:00 PM.

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

Jennifer Afdahl Rice made a motion to to approve the agenda item.
Ken Berrick seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

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

no members of the public are present

II. Public Employment - Government Code Section 54957

A. Closed Session: Public Employment - Government Code Section 54957

Ken Berrick made a motion to move to closed session.
Brad Edgar seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

B. Open Session: Report out actions taken during closed session

The board has given Rochelle Benning the authority to negotiate with the chosen candidate for the EBIA Executive Director role.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:12 PM.

Respectfully Submitted,
Rochelle Benning

Cover Sheet

Review and Approve East Bay Innovation Academy Consent Agenda Items

Section: II. Governance
Item: A. Review and Approve East Bay Innovation Academy Consent
Agenda Items
Purpose: Vote
Submitted by:
Related Material:
EBIA Board Check Register - April 2022.pdf
NWEA East Bay Innovation Academy - 5_18_2022.pdf
SB740 application 05.22.2022 SY 23.pdf
ECF Form 471 East Bay Innovation Academy Funding Window #3
ECF202206905_CERTIFIED.pdf
OaklandUndivided Charter School Pledge 22-23 -EBIA.pdf



Combined Board Check Register

School: EBIA

Month: April 2022

Total Paid By Check: \$ 173,659.83
Total Paid By Credit Card: \$ 166.12

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Credit Card	9515-3612	Candy Rolls; Airhead bars Variety pack 90pk Student accolades	4/1/2022			31.28
Credit Card	9515-3612	Fun Size Starburst	4/1/2022			6.89
Credit Card	9515-3612	Qty 2 Cheetos Crunchy Flamin' Hot Cheese flavored snacks 40pk Student accolades	4/1/2022			35.96
Credit Card	9515-3612	Qty 3 Welch's Fruit Snacks 40ct student accolades	4/1/2022			22.44
Credit Card	9515-3612	Life Savers Mint 3lb bag student accolades	4/1/2022			19.7
Credit Card	9515-3612	Falmr' Hot Cheese Flavored snacks pk40 Student Accolades	4/1/2022			17.98
Credit Card	9515-3612	Fuegos Takis 46pks Student accolades	4/1/2022			17.89
Credit Card	9515-3612	Lay's Potato Chip Variety 40pk Student accolades	4/1/2022			13.98
Check	7444		4/21/2022	Bill #17923157--#6883 Internet Services 02/16/22 - 3/15/22		683.63
Check	7445		4/21/2022	Bill #17916449--#2435 Internet Services 2/13/22-3/12/22		683.63
Check	7446		4/21/2022	Bill #19279--Cartridge Toner LS and US March 2022 32qty		3553.36
Check	7447		4/21/2022	Bill #1529534--Qty 6 Toilet Tissue; Qty 10 Paper Towel roll--Bill #1530119--Scrubs Graffiti Remover x3		809.15
Check	7448		4/21/2022	Bill #2165337--Dental Plan May 2022		3331.71
Check	7449		4/21/2022	Bill #033122--Athletic Program team Jerseys iron on numbers--vinyl roll and school logo--equipment (knee pads--bucket of baseball & baseball caps)		2286.58
Check	7450		4/21/2022	Bill #6881--11/01/21 - 11/30/21 Qty 20 Completed trips (2 canceled)--Bill #7891--Qty 34 completed trips--Qty 2 canceled trips 02/01/22 - 02/28/22		1992.93
Check	7451		4/21/2022	Bill #119016431--FBA Monthly Admin Services 3/1/22-3/31/22		70
Check	7452		4/21/2022	Bill #200--Leadership Coaching Support February 2022 9hr; Leadership Coaching Support March 2022 9hr; Ad Hoc Consulting Support for Executive Director 2.5		4100
Check	7453		4/21/2022	Bill #May2022--May 2022 Medical Health Plan		30907.62
Check	7454		4/21/2022	Bill #76046--Legal Service P39 (2022-23)		115.9
Check	7455		4/21/2022	Bill #030922.2--Pizza order for students working on sets during intersession		64.07
Check	7456		4/21/2022	Bill #233730784001--Postage Stamps 6qty; XActo Mighty Mite Sharpener; 4 qty Copy Paper--Bill #229016644001--2pk Address Labels 3000ct; 12pk Starma		721.34
Check	7457		4/21/2022	Bill #INV7767--Panorama Survey license and project management		4500
Check	7458		4/21/2022	Bill #12C0035832435--Mountain drinking water 02/27/22 - 03/26/22 1 delivery		68.45
Check	7459		4/21/2022	Bill #456657--Food Service for February 2022		7608.15
Check	7460		4/21/2022	Bill #000379741--Phone Services 03/29/22 - 04/28/22		682.07
Check	7461		4/21/2022	Bill #040722--Key Copying--labeling (nail polish)--calandiva and spring link screw (Banner); Noah's Bagel Breakfast for US & LS; USPS Mailing of '21 grad		524.96
Check	7462		4/21/2022	Bill #4332380--WD - BEP: Basic Education Program-BAC (01/01/22 - 01/31/22)		4598
Check	7463		4/21/2022	Bill #INV00437660--Lower School Substitute 3/26-4/1--Bill #INV00435312--Substtue Upper School 3/19/22 - 3/25/22--Bill #INV00437659--Upper School Su		1603
Check	7464		4/21/2022	Bill #516897--Lower School Substatute 3/22-3/25--Bill #518628--Lower School Substatute 3/29 - 3/31 (2 sub 3/31)--Bill #518629--Upper School Substatute		2267.19
Check	7465		4/21/2022	Bill #398505122166--Marshall Elementary April 2022		1458.99
Check	7466		4/29/2022	Bill #648062--General Special Education Legal Service March 2022 Raimi Dawson Strebler_SPED		13715.74
Check	7467		4/29/2022	Bill #2209L--8th Grade Cmprehensive Sexual health Education 4x 1 hr classes		2400
Check	7468		4/29/2022	Bill #1188--Video Production:2 Camera on location 2hr Live stream to YouTube		2147.35
Check	7469		4/29/2022	Bill #ES00114743--11th Grade SAT School Day Exam Qty 29		1595
Check	7470		4/29/2022	Bill #1707--Speech & Language Pathology Services		9978
Check	7471		4/29/2022	Bill #24026--Monthly Data and Back Office Service - April 2022		6625
Check	7472		4/29/2022	Bill 4/20/2022--Monthly use fee for Golden Gate Academy campus--Upper School EBIA site		26500
Check	7473		4/29/2022	Bill #8271--Qty 46 Completed Trips 3/1/22 - 3/31/22		1608.39
Check	7474		4/29/2022	Bill #008--Consulting Hours 6hr		600
Check	7475		4/29/2022	Bill #39--Janitorial Service for US & LS 4/01/22 - 4/30/22		10000
Check	7476		4/29/2022	Bill #239546014001--Copy Paper Qty 6; 5pk Marker Sharpie Fine; Folder Manila 100bx Qty 2		354.99
Check	7477		4/29/2022	Bill #041922--Gas and Electric 03/11/22 - 4/11/22		4339.35
Check	7478		4/29/2022	Bill #457174--Food Service for March 2022		9108.18
Check	7479		4/29/2022	Bill #March 2022--WD - BEP: Basic Education Program-BAC (03/01/22 - 03/31/22)		5612
Check	7480		4/29/2022	Bill #INV00432875--Upper School Substitute 3/12/22 - 3/18/22		446
Check	7481		4/29/2022	Bill #20212022.224--Qty 9 Tuition March 2022 - EC; Qty 1 In Person Counseling and Guidance therapy		2364
Check	7482		4/29/2022	Bill #814952338--Vison Plan May 2022		511.1
Check	7483		4/29/2022	Bill #277275822165--Ops Charter May 2022		634.52
Check	7484		4/29/2022	Bill #GBIN1615--PiTop Qty 5--Bill #GBIN1724--Qty 4 Robotics Kits for PiTop; Qty 4 Expansion Plate--Bill #GBIN1617--Futher Software License - 18		2489.48

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



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
 Portland, OR 97209
 License Start Date: 07/01/2022
 License End Date: 06/30/2023

Created Date: 05/18/2022
 Quote Number: 00061852
 Partner ID: 10982

Prepared By: Jennifer Thompson
 Phone: 503-548-5090
 Email: jennifer.thompson@nwea.org

Contact Name: Michelle Cho
 Phone: (310) 433-5864
 Email: michelle.cho@eastbayia.org

Bill To Name: East Bay Innovation Academy
 Bill To Address: 3400 Malcolm Ave
 Oakland, CA 94605

Ship To Name: East Bay Innovation Academy
 Ship To Address: 3400 Malcolm Ave
 Oakland, CA 94605-5353

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth K-12	\$14.50	\$12.50	610	\$7,625.00	-\$1,220.00

Quote Discount -\$1,220.00
 Quote Subtotal \$7,625.00
 Estimated Tax \$0.00
Grand Total \$7,625.00

Terms and Conditions

This Schedule A is subject to NWEA’s terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

General. If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA’s collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA’s W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____

Printed Name: _____

Date: _____

Title _____



California School Finance Authority

Charter School Facility Grant Program Application

Applicant: East Bay Innovation Academy

Application ID:	2912	Submitted:	5/22/2022
Charter Number:	1620	CDS Code:	01612590129932

Contact Information

Contact Info:	Michelle Cho	(510) 577-9557	michelle.cho@eastbayia.org
Mailing Address:	3400 Malcolm Ave Oakland, CA 94605		

Facility Information

	Site	Expiration Date	Base Rent
Facility 1:	3800 Mountain Blvd	6/30/2023	28090.00
Facility 2:	3500 Mountain Blvd	5/31/2023	1000.00
Facility 3:			
Other Costs	No		

Eligibility

Charter Site FRPM at least 55%	No
Preference in admissions to local Elementary	Yes
Charter to occupy District/COE Facility	Yes
Lease or Purchase	No
Applying for Incentive Grant	No

Related Parties

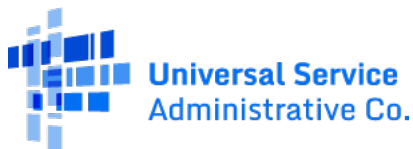
Owner:	Golden Gate Academy/7th Day Adventist Conference (3800 Mountain Blvd), Holy Names University (3500 Mountain Blvd)	
Related Party	No	NA
Formed to support charter		NA
5) a.		NA
5) b.		NA
5) c.		NA
5) d.		see appraisal on file

Charter Agreement	On file	
Authorizer Board Adoption	On file	
Current Board Members	On file	

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OMB 3060-1286
 FCC Form 471

Approval by OMB



Description of Services Ordered and Certification Form 471

Emergency Connectivity Fund FCC Form 471

Application Information

Nickname ECF Form 471 East Bay Innovation Academy Funding Window #3
Application Number ECF202206905
Funding Year 2022

Billed Entity

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

Billed Entity Number 17016016
FCC Registration Number 0027028984
Applicant Type School District

Contact Information

Michela Lowry
 415-692-0708
 michela@hwc-consultants.com

Consulting Firms

Name	Consultant Registration Number	Phone	Email
HWC Consultants	17018905	415-692-0708	greg@hwc-consultants.com

Entity Information

BEN	Name	Total Student Count	Urban or Rural
17016016	East Bay Innovation Academy	494	Urban

Information for Unmet Student Needs

At the start of the pandemic, how many students in your school or school district lacked access to:

A connected device (laptop or tablet) that was sufficient to engage in remote learning	150
A broadband connection that was sufficient to engage in remote learning	15
Both a connected device and a broadband connection that were sufficient to engage in remote learning	15

During the 2020-2021 school year, how many students in your school or school district did you provide:

A connected device, because they otherwise would not have had a connected device that was sufficient to engage in remote learning?	150
A broadband connection, because they otherwise would not have had a broadband connection that was sufficient to engage in remote learning?	0
Both a connected device and a broadband connection, because they otherwise would not have had a connected device or a broadband connection that was sufficient to engage in remote learning?	0

During the 2021-2022 school year, how many students in your school or school district did you provide:

A connected device, because they otherwise would not have had a connected device that was sufficient to engage in remote learning?	91
A broadband connection, because they otherwise would not have had a broadband connection that was sufficient to engage in remote learning?	0
Both a connected device and a broadband connection, because they otherwise would not have had a connected device or a broadband connection that was sufficient to engage in remote learning?	0

With the funding you are requesting from the Emergency Connectivity Fund Program, how many students in your school or school district will you provide with:

A connected device, because they would otherwise not have a connected device that is sufficient to engage in remote learning?	240
A broadband connection, because they otherwise would not have had a broadband connection that was sufficient to engage in remote learning?	15
Both a connected device and a broadband connection, because they otherwise would not have had a connected device or a broadband connection that was sufficient to engage in remote learning?	15

Even after receiving the funding that you are requesting from the Emergency Connectivity Fund Program, how many students in your school or school district will lack access to:

A connected device that is sufficient to engage in remote learning	0
A broadband connection that is sufficient to engage in remote learning	0
Both a connected device and a broadband connection that is sufficient to engage in remote learning	0

Please describe the steps you have taken to collect the data responsive to these questions and the timing of any data collections or needs assessments you conducted that inform your answers to these questions.

Updated student count: 563. Updated NSLP eligible student count: 185 or 33%. Unduplicated pupil percentage: 217 or 39%. - STUDENT DEVICES: Our estimates of need in school year 23 were informed by school years 20-21 and 21-22 requests, a tech survey fielded in spring of 2020, and our unduplicated pupil percentage (39%). We will conduct another tech survey at the beginning of the 23 school year to verify. - TEACHER DEVICES: Our estimates of need in teachers is based on the number of teachers who needed a school-provided device during virtual learning. These devices are now going end-of-life and need to be replaced. We are assuming that the same teachers will continue to need a school-provided device at home. In addition, we are getting new staff next year so they are factored into our estimate.

Funding Request for FRN #ECF2290009356

Funding Request Nickname	(240) student devices
Service Type	Equipment
Agreement (Contract) Type	Non-Contracted
Service Provider	CDW Government LLC
What is the service start date?	July 01, 2022
When will the services end?	December 31, 2023
Invoicing Method	Applicant - FCC Form 472 (BEAR Form)
Narrative	240 new student devices (120 ACER CB315-4H N5100 32 4 WGOOG and 120 ACER C733 N4020 32 4 WGOOG). Per unit cost for ACER CB315-4H N5100 32 4 WGOOG exceeds \$400 ECF per unit cap. Cost has been adjusted down to meet cap.

FRN Calculation

Total Recurring Charges	\$0.00
Total One-Time Charges	+ \$96,254.97
Total Charges	= \$96,254.97

Equipment Detail - ID # 1

Type of Product	Tablets
Make	Acer
Model	CB315-4H N5100 32 4 WGOOG
Total Quantity	120
Total Cost	\$48,000.00

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Quantity	x 0
Months of Service	x 0.00
Total Recurring Costs	= \$0.00

One-Time Cost	
One-Time Unit Cost	\$400.00
One-Time Quantity	x 120
Total One-Time Costs	= \$48,000.00
Summary	
Total Cost	\$48,000.00

Equipment Detail - ID # 2

Type of Product	Tablets
Make	Acer
Model	C733 N4020 32 4 WGOOG
Total Quantity	120
Total Cost	\$38,410.80

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Quantity	x 0
Months of Service	x 0.00
Total Recurring Costs	= \$0.00

One-Time Cost	
One-Time Unit Cost	\$320.09
One-Time Quantity	x 120
Total One-Time Costs	= \$38,410.80
Summary	
Total Cost	\$38,410.80

Equipment Detail - ID # 3

Type of Product	Reasonable Charges
Make	Recycling fee
Model	Recycling fee
Total Quantity	240
Total Cost	\$960.00

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Quantity	x 0
Months of Service	x 0.00
Total Recurring Costs	= \$0.00

One-Time Cost	
One-Time Unit Cost	\$4.00
One-Time Quantity	x 240
Total One-Time Costs	= \$960.00
Summary	
Total Cost	\$960.00

Equipment Detail - ID # 4

Type of Product	Reasonable Charges
Make	Sales tax
Model	Sales tax
Total Quantity	1
Total Cost	\$8,884.17

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Quantity	x 0
Months of Service	x 0.00
Total Recurring Costs	= \$0.00

One-Time Cost	
One-Time Unit Cost	\$8,884.17
One-Time Quantity	x 1
Total One-Time Costs	= \$8,884.17
Summary	
Total Cost	\$8,884.17

Funding Request for FRN #ECF2290009464

Funding Request Nickname	(15) student hotspots - monthly services
Service Type	Services
Agreement (Contract) Type	Non-Contracted
Service Provider	T-Mobile USA, Inc.
What is the service start date?	July 01, 2022
When will the services end?	December 31, 2023
Invoicing Method	Applicant - FCC Form 472 (BEAR Form)
New Construction or Self-Provisioned Network Key Information	No
Narrative	(15) new student hotspots at prevailing monthly T-Mobile education rate.

FRN Calculation

Total Recurring Charges	\$2,100.60
Total One-Time Charges	+ \$0.00
Total Charges	= \$2,100.60

Service Detail - ID # 1

Type of Connection	Mobile Broadband
Bandwidth Download	300.000 Mbps
Bandwidth Upload	110.000 Mbps
Firewall Included	Yes
Total Quantity	15
Total Cost	\$2,100.60

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	\$11.67
Monthly Quantity	x 15
Months of Service	x 12.00
Total Recurring Costs	= \$2,100.60

One-Time Cost	
One-Time Unit Cost	\$0.00
One-Time Quantity	x 0
Total One-Time Costs	= \$0.00
Summary	
Total Cost	\$2,100.60

Funding Request for FRN #ECF2290009475

Funding Request Nickname	(15) student hotspots - equipment
Service Type	Equipment
Agreement (Contract) Type	Non-Contracted
Service Provider	T-Mobile USA, Inc.
What is the service start date?	July 01, 2022
When will the services end?	December 31, 2023
Invoicing Method	Applicant - FCC Form 472 (BEAR Form)
Narrative	15 new student hotspots. Per unit cost based on prevailing T-Mobile price for Inseego MiFi M2000 5G.

FRN Calculation

Total Recurring Charges	\$0.00
Total One-Time Charges	+ \$3,750.00
Total Charges	= \$3,750.00

Equipment Detail - ID # 1

Type of Product	Wi-Fi hotspots
Make	Inseego
Model	MiFi M2000 5G
Total Quantity	15
Total Cost	\$3,750.00

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Quantity	x 0
Months of Service	x 0.00
Total Recurring Costs	= \$0.00

One-Time Cost	
One-Time Unit Cost	\$250.00
One-Time Quantity	x 15
Total One-Time Costs	= \$3,750.00
Summary	
Total Cost	\$3,750.00

Funding Request for FRN #ECF2290012521

Funding Request Nickname	(20) teacher devices
Service Type	Equipment
Agreement (Contract) Type	Non-Contracted
Service Provider	CDW Government LLC
What is the service start date?	July 01, 2022
When will the services end?	December 31, 2023
Invoicing Method	Applicant - FCC Form 472 (BEAR Form)
Narrative	20 new teacher devices. Per unit cost exceeds \$400 ECF device cap and so has been adjusted down.

FRN Calculation

Total Recurring Charges	\$0.00
Total One-Time Charges	+ \$9,673.11
Total Charges	= \$9,673.11

Equipment Detail - ID # 1

Type of Product	Laptops
Make	Lenovo
Model	ThinkPad E15 Gen 2 15.6" Core i5-1135G7 8GB RAM 256GB Windows 10 Pro
Total Quantity	20
Total Cost	\$8,000.00

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Quantity	x 0
Months of Service	x 0.00
Total Recurring Costs	= \$0.00

One-Time Cost	
One-Time Unit Cost	\$400.00
One-Time Quantity	x 20
Total One-Time Costs	= \$8,000.00
Summary	
Total Cost	\$8,000.00

Equipment Detail - ID # 2

Type of Product	Reasonable Charges
Make	Recycling fee
Model	Recycling fee
Total Quantity	5
Total Cost	\$100.00

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Quantity	x 0
Months of Service	x 0.00
Total Recurring Costs	= \$0.00

One-Time Cost	
One-Time Unit Cost	\$20.00
One-Time Quantity	x 5
Total One-Time Costs	= \$100.00
Summary	
Total Cost	\$100.00

Equipment Detail - ID # 3

Type of Product	Reasonable Charges
Make	Sales tax
Model	Sales tax
Total Quantity	1
Total Cost	\$1,573.11

Cost Calculation

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Quantity	x 0
Months of Service	x 0.00
Total Recurring Costs	= \$0.00

One-Time Cost	
One-Time Unit Cost	\$1,573.11
One-Time Quantity	x 1
Total One-Time Costs	= \$1,573.11
Summary	
Total Cost	\$1,573.11

Certifications

Total funding commitment request amount on this FCC Form 471

\$111,778.68

I am authorized to submit this application on behalf of the above-named applicant and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this application has been examined and is true, accurate and complete. I acknowledge that any false statement on this application or on other documents submitted by this applicant can be punished by fine or forfeiture under the Communications Act (47 U.S.C. §§ 502, 503 (b)), or fine or imprisonment under Title 18 of the United States Code (18 U.S.C. § 1001), or can lead to liability under the False Claims Act (31 U.S.C. §§ 3729 – 3733).

In addition to the foregoing, this applicant is in compliance with the rules and orders governing the Emergency Connectivity Fund Program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of funding, cancellation of funding commitments, and/or recoupment of past disbursements. I acknowledge that failure to comply with the rules and orders governing the Emergency Connectivity Fund Program could result in civil or criminal prosecution by law enforcement authorities.

By signing this application, I certify that the information contained in this application is true, complete, and accurate, and the projected expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, sections 1001, 286-287 and 1341 and Title 31, sections 3729–3730 and 3801–3812).

The school meets the statutory definition of “elementary school” or “secondary school” as defined in § 54.1700 of this subpart, does not operate as for-profit businesses, and does not have endowments exceeding \$50 million.

The school, library, or consortia listed on the FCC Form 471 application has complied with all applicable state, local, or Tribal local laws regarding procurement of services for which support is being sought.

The school or school consortium listed on the FCC Form 471 application is only seeking support for eligible equipment and/or services provided to students and school staff who would otherwise lack connected devices and/or broadband services sufficient to engage in remote learning.

The school, library, or consortia is not seeking Emergency Connectivity Fund support or reimbursement for eligible equipment or services that have been purchased and reimbursed in full with other federal pandemic-relief funding, targeted state funding, other external sources of targeted funding or targeted gifts, or eligible for discounts from the schools and libraries universal service support mechanism or other universal service support mechanism.

The applicant or the relevant student, school staff member, or library patron has received, or the applicant has ordered or will order, the equipment and services for which funding is sought

The equipment and services the school, library, or consortium purchases or will purchase using Emergency Connectivity Fund support will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as allowed by ## 54.1713.

The school, library, or consortium has created and will maintain an equipment and service inventory as required by § 54.1715.

The school, library, or consortium has complied with all program rules and acknowledge that failure to do so may result in denial of discount funding and/or recovery of funding.

The applicant recognizes that it may be audited pursuant to its application, that it will retain for ten years any and all records related to its application, and that, if audited, it shall produce such records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the Commission and its Office of Inspector General, or any local, state, or federal agency with jurisdiction over the entity.

No kickbacks, as defined in 41 U.S.C. § 8701 and/or 42 U.S.C. § 1320a-7b, were paid or received by the applicant to anyone in connection with the Emergency Connectivity Fund.

Have you already certified your status of compliance with the Children’s Internet Protection Act (CIPA) on an FCC Form 486 or FCC Form 479 for the relevant funding year?

No

CIPA Certifications

I certify that as of the date of the start of Emergency Connectivity Fund program supported services:

The recipient(s) of service represented in the Funding Request Number(s) on this Form 471 has (have) complied with the requirements of the Children's Internet Protection Act (CIPA), as codified at 47 U.S.C. § 254(h) and (l).

Notice

Section 54.1710 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking support through the Emergency Connectivity Fund Program to submit an application for such support by filing this Emergency Connectivity Fund Services Ordered and Certification Form (ECF FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.1710. The collection of information stems from the Commission's authority under sections 1, 4(i), 4(j), 201-205, 214, 254, and 403 of the Communications Act of 1934, as amended, 47 U.S.C. § 151-154, 201-205, 218-220, 254, 303(r), 403 and 405 and section 7402, title VII of the American Rescue Plan Act, 2021, Pub. L. No. 117-2, 135 Stat. 4 (American Rescue Plan Act). The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.1710. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended and section 7402 of the American Rescue Plan Act, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for Emergency Connectivity Fund Program support is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for Emergency Connectivity Fund program support may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, American Rescue Plan Act, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for Emergency Connectivity Fund Program support or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Title:	Director of Operations	Name:	Michela Lowry
Phone:	415-692-0708	Email:	michela@hwc-consultants.com
Address:	739 Shrader St San Francisco CA 94117	Employer:	HWC Consultants

Certified Timestamp

13-May-2022 15:05:50 EDT



Message from #OU

On behalf of our Coalition, **thank you for your commitment to join our city-wide movement to close the digital divide** and ensure every public school student - the 50,000 students in district and charter schools across Oakland - have nightly home access to a computer, internet and tech support. Your partnership has been critical to increase equity for Oakland students and families.

Impact to Date: Since March 2020, ***#OaklandUndivided has created over \$5M in savings for Oakland charter schools.*** Specifically, #OU provided over **4,500 computers and 7,500 free or reduced cost hotspots directly to charter school students**, provided free tech support to all students through Tech Exchange (which served 10,000 tech support requests across Oakland in 20-21), and support in applying for Emergency Connectivity Fund reimbursement. 30 of 32 charter schools chose to be official #OU Partners, signed the pledge, and committed to provide all students with 1:1 home access to computers in 2021-2 and collaborate to leverage funding partnerships to ensure their students home access to computers, internet and tech support.

As we plan for the 22-23 school year, **we hope you will continue to be an official partner of #OaklandUndivided and re-sign the #OU pledge by May 6, 2022.** We integrated feedback from charter leaders, attempted to simplify and clarify expectations as well as provide flexibility wherever possible. Everyone who re-commits will continue to be eligible for benefits of our partnership and most important, ensure digital access for all our students in need. If you have any questions, let us know in hopes we can plan for next year and include you in our upcoming events... hope to see you at our 5/6 End-of-year event at [MLK Jr Elementary School!](#)

Sincerely,

David Silver
Director of Education for Oakland Mayor Libby Schaaf

2022-2023 Digital Access Pledge

PURPOSE: **#OaklandUndivided** is a citywide initiative with to ensure all Oakland public school students have access to:



1. a **computer** for home use,



2. reliable , at-home **internet connection**, and



3. culturally-responsive **tech support**

East Bay Innovation Academy commits to partner with #OaklandUndivided to ensure that every student at our school has access to home digital access **during the 2022-23 school year**. To fulfill this commitment, we will

- proactively assess student home digital access needs,**
- ensure that every student** that is enrolled at our school in grades 9-12 and every 6th-8th grade who needs it **has a computer that is available nightly for use at home and every student,**
- work in collaboration with #OU to **leverage opportunities to support internet access,** and
- appoint a liaison** to implement this ambitious initiative



1. Assessing Student Need

To ensure that all students have home access to a computer and internet, our school will survey 100% of students at least once per year to assess their home digital needs through a short survey at the beginning of the year that asks about access to (1) a computer and (2) internet.

Step 1: Choose a Survey: We will integrate a digital needs assessment for computer and internet access into our data collection processes **or** use #OU's [4-question Tech Check Survey](#) annually.

Step 2: Give It to Everyone: We will integrate the digital access survey (i.e. the 4-question tech check or our own) into the Back to School/Registration process **OR** use our internal process to survey all students.

Step 3: Report Progress:

If we are integrating the digital needs assessment into the enrollment, we will report student need data quarterly to the #OU Charter School Coordinator, providing transparent data about how many students do or do not have home access to a computer and internet, as agreed upon by our organization signing the California Student Data Privacy Agreement (CSDPA).

If we are using the #OU Tech Check Survey, we commit to (1) signing a CA Student Data Sharing Privacy Agreement (CSDPA), a detailed data sharing agreement with TechExchange, a fiscally sponsored project of the Oakland Public Education Fund, and (2) sharing the enrollment data outlined in the CSPDA with TechExchange.



2. Providing Computers

Computer Commitment: We will ensure that **every student grades TK-12 at our school has access to a computer that is available at home during non-school hours for use** during the 2022-23 school year, whether provided by the family, previously provided by #OaklandUndivided, or purchased and/or loaned by our school. There are two ways to fulfill this commitment.

Option #1 (recommended): After assessing home digital access of all students, LEA commits to providing personal devices for all students without **1:1** access at home during non-school hours. Computers will be provided to students in need within 60 days of enrollment, supply chain permitting, to:

- All new students who enroll in our school who lack access to a home computer.
- Returning students who have a lost or damaged device that needs to be replaced.
- Any student whose needs have changed and no longer have access to a home computer.

For example, one LEA may decide to have students bring a laptop to and from school everyday (textbook model). Other LEAs may decide to ensure all families have a device designated for home.

Option #2: After assessing all students for home digital access, LEA may decide devices will only be provided to students who either (1) have **no** access to a device at home, or (2) who only have **limited** access to a shared device. This means

- LEAs may deem that students have adequate digital access if they reside in a household where students have access to a shared device that is always available for them to complete learning tasks.

For example, one LEA may ensure 1:1 for all students in upper grades and an available device for elementary students who may have less need for a 1:1 device.



3. Support Home Internet Access

Internet: Once needs have been identified through a digital needs assessment, LEA will work in collaboration with #OU to ensure students have home internet access.

This may include:

- Collaborating with non-profits or CBOs to enroll unconnected students and families in the long-term federal broadband subsidy (Affordable Connectivity Program) through in-person events at school sites, distributing enrollment information to families, directing families in need of assistance to call centers
- Accessing free or discounted hotspots that #OU partners have access to, applying for state or federal funding to offset the cost of devices, or pursuing other partnerships with #OU.

4. Appoint a Liaison

Appoint a liaison: In order to support completion of the needs assessment, distribution of devices, collaboration with #OU to ensure students have home internet access, communicate all opportunities directly requested by #OU, respond to email requests for data sharing from #OU, share testimonials, provide feedback and updates, and make decisions on behalf of our school as it relates to these commitments. Funding permitting, #OU will provide a stipend of \$500 for this liaison.

We understand that this is a pledge, not a legally binding agreement, and reflects an intended commitment for partnership in the 2022-2023 school year.

Either sign and return this pledge or respond to the email containing this pledge by **March 1, 2022**, affirming your commitment for the 2022-23 school year.

East Bay Innovation Academy
Charter Organization

Michelle Cho
Charter Leader Name

Michelle S. Cho

Charter Leader Signature



Cover Sheet

Draft LCAP Update

Section:	III. Academic Excellence
Item:	B. Draft LCAP Update
Purpose:	Discuss
Submitted by:	
Related Material:	EBIA LCAP Update 2022.05.pdf

LCAP Update

May 2022



Agenda

- What is LCAP?
- Looking back at SY 22
 - Covid-19
- Looking ahead to SY 23

Local Control and Accountability Plan (LCAP)

- **LCAP** is a strategic planning tool to achieve local/state priorities in education
- To be aligned with budget for **Local Control Funding Formula (LCFF)** funds (per-pupil funding)
- **California School Dashboard** provides framework for assessing how schools are meeting needs of all students

Stakeholder engagement

- Board (March, May, June)
- Staff (throughout the year)
- Families (March, June)
- Students (throughout the year)

Looking back at SY22

- Return to Campus (August)
- Leadership transition (October)
- Lower School Sports! (Fall/Winter/Spring)
- Virtual Intersessions (November, February)
- Musical (May) and Science Olympiad
- Capstone/assessments/Intersession trips! (May)
- Third graduating class of 2022 (next week)

Covid-19 surges

- Omicron (January)
- Post spring break

Reflections (based on review of data)

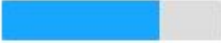






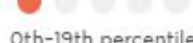
- Successes

- Returning staff/program
- Covid protocols/continuity
- Support for English Learners
- Graduation data for class of 2021

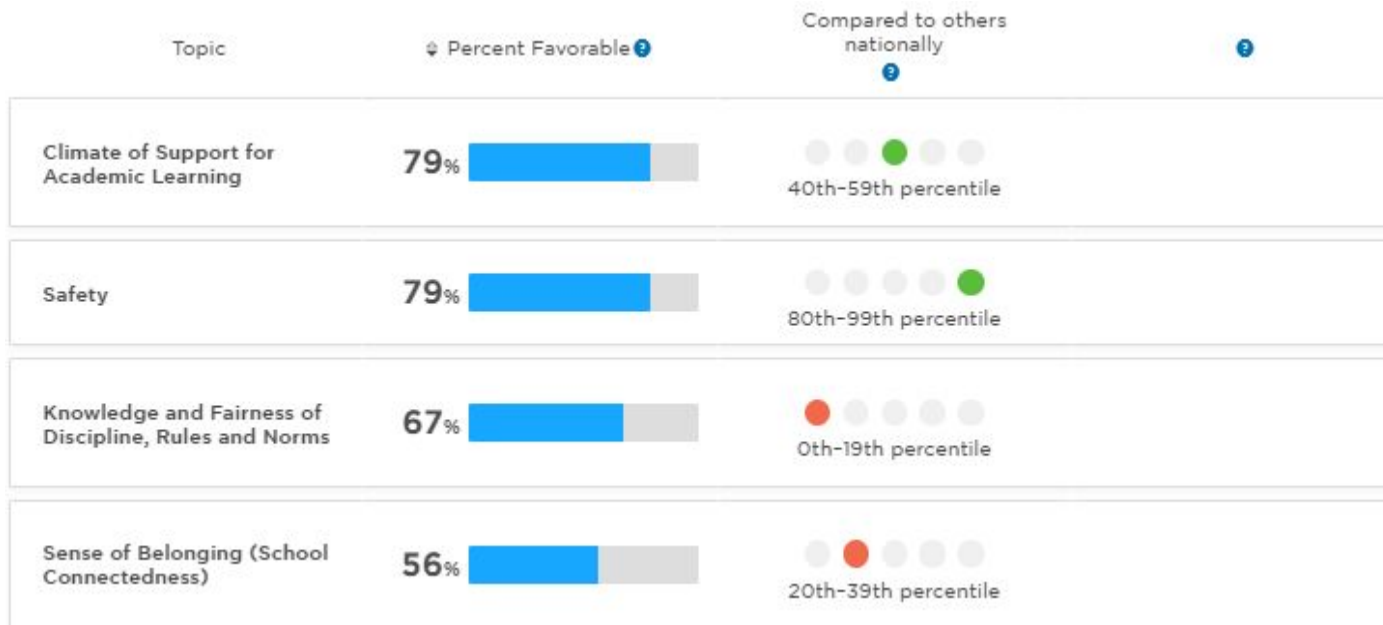
- Identified Need

- Data: Chronic absenteeism/independent study, math proficiency
- Socio-emotional learning and behavior support
- Leadership transition

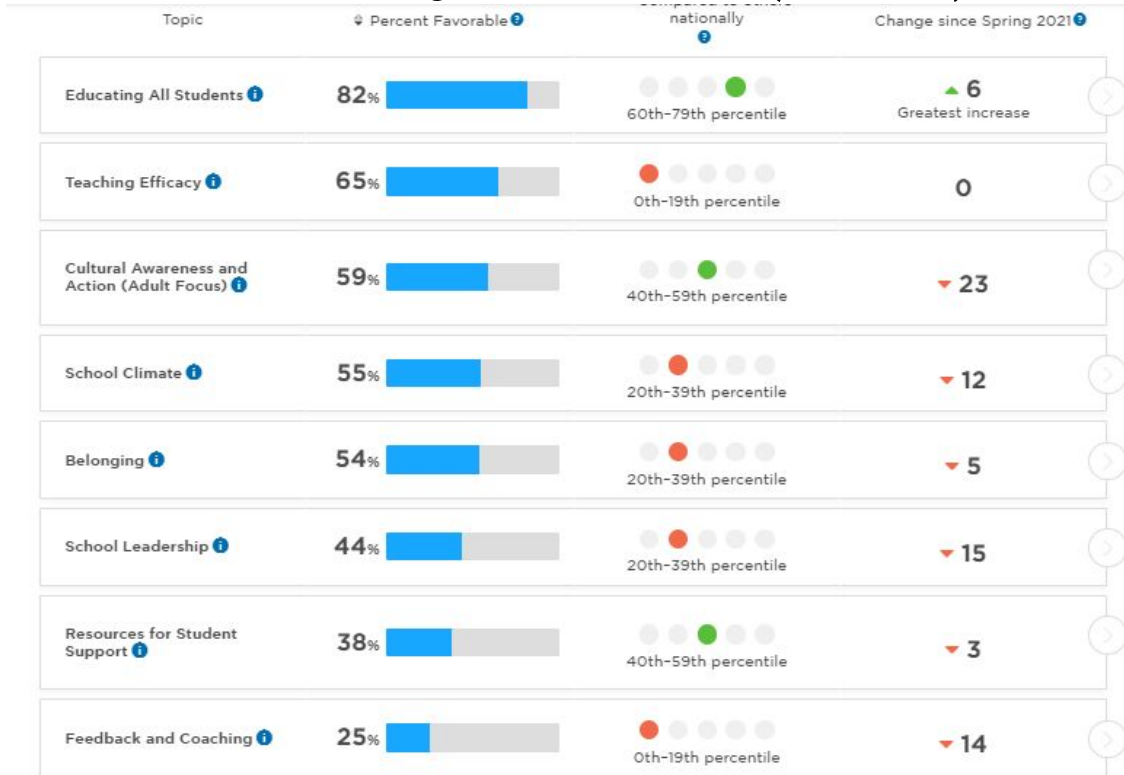
Panorama Survey results (Lower School Students)

Topic	Percent Favorable	Compared to others nationally	Change since Spring 2021
Climate of Support for Academic Learning	72% 	 20th-39th percentile	▼ 15
Knowledge and Fairness of Discipline, Rules and Norms	55% 	 0th-19th percentile	▼ 19
Sense of Belonging (School Connectedness)	54% 	 20th-39th percentile	▼ 7
Safety	53% 	 0th-19th percentile	▼ 34

Panorama Survey results (Upper School Students)



Panorama Survey results (Staff)



EBIA SY 22-23 LCAP Goals

1. Provide and maintain basic services for students and school
2. Create a culture of caring and responsibility, where students feel safe, supported, and can develop into leaders who collaborate, manage change, and take ownership of their learning
3. Provide a coherent 21st century program that offers new, innovative and alternative educational experiences
4. Maintain very high attendance to ensure school receives state money via ADA

1. Provide and maintain basic services to students and school

- Adhere to public health Covid-19 protocols (State Priority 1)
- Comply with instructional minute requirements and in-person learning to the extent possible (State Priority 2)
- Ensure appropriate qualifications, assignments and training for staff (State Priority 2)
- Continue to seek input in various ways, and lessen the barrier for parental engagement. (State Priority 3)
- Enable academic growth (State Priority 4)
- Continue outreach to students/families who are experiencing difficulties with attendance and engagement. (State Priority 5, 7)
- Build upon academic counseling and credit recovery systems to maximize graduation and A-G completion. (State Priority 7)

1. Provide and maintain basic services to students and school

- Measuring and reporting results
 - Independent audit
 - % of credentialed teachers in all subject areas
 - Academic growth as measured by local and state assessments
 - Graduation rate
 - A-G readiness
- Actions and Services
 - Enhance learning environment
 - PD for teachers clearing credentials
 - Curriculum and Assessment, vertical alignment by subject
 - RTI/Expanded learning (Summer and School Year)
 - Quest (after school)
 - College and Career Readiness

2. Create a culture of caring and responsibility, where students feel supported

- Strengthen conflict resolution and restorative justice practices. (State Priority 6)
- Deepen understanding of boundaries and consequences
- Continue to grow in our focus on equity

2. Create a culture of caring and responsibility, where students feel supported

- Measuring and reporting results
 - School culture and climate survey
 - Suspension rate
 - Chronic absenteeism
- Actions and Services
 - MTSS
 - Training for behavioral specialists and all staff
 - Mental health services
 - Measure G1 activities
 - Schoolwide culture and climate surveys
 - Physical and mental health safety

3. Provide a coherent 21st century program that offers new, innovative and alternative educational experiences

- Continue to improve project-based learning opportunities for students in all grades
- Leverage blended learning to accelerate student learning
- Continue to incorporate Career Technical Education (CTE) courses in linked learning pathway
- Continue to incorporate work-based learning opportunities
- Continue to innovate on strategies to engage students in learning

3. Provide a coherent 21st century program that offers new, innovative and alternative educational experiences

- Measuring and reporting results
 - Projects
 - Blended learning
 - CTE instruction
 - Work-based learning
 - Chromebooks
- Actions and services
 - Professional Development on PBL
 - Blended Learning platforms
 - CTE staffing and equipment
 - Career exploration/job shadow/internships
 - CDW/IT support

4. Maintain very high attendance to ensure school receives state money via ADA

- Support enrollment and 95% attendance through engagement strategies
- Increase enrollment at entry grades across both sites

4. Maintain very high attendance to ensure school receives state money via ADA

- Measuring and reporting results
 - ADA
- Actions and services
 - School Information System and School Messenger
 - Outreach team (SARB)
 - Public relations

Cover Sheet

April financials update

Section: IV. Finance and Development
Item: A. April financials update
Purpose: Discuss
Submitted by:
Related Material: EBIA 21-22 APR Financials 2022.05.24 YTD.pdf
EBIA 21-22 APR Financials 2022.05.24 CF.pdf

East Bay Innovation Academy

Budget vs. Actuals
As of Apr close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Feb	Mar	Apr	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
SUMMARY												
Revenue												
LCFF Entitlement	493,626	242,669	468,904	3,942,243	4,049,779	(107,536)	5,600,548	5,093,871	5,154,609	60,738	1,212,366	76%
Federal Revenue	-	-	12,573	182,024	213,811	(31,788)	350,072	554,205	561,209	7,004	379,186	32%
Other State Revenues	223	82,612	193,528	1,125,850	810,617	315,233	1,220,038	1,456,545	1,420,057	(36,488)	294,207	79%
Local Revenues	3,399	0	6,756	69,968	70,669	(701)	210,361	217,012	227,012	10,000	157,044	31%
Fundraising and Grants	1,485	7,965	26,127	96,500	107,600	(11,100)	140,750	134,450	109,450	(25,000)	12,950	88%
Total Revenue	498,733	333,246	707,888	5,416,584	5,252,476	164,108	7,521,769	7,456,084	7,472,338	16,254	2,055,753	72%
Expenses												
Compensation and Benefits	615,882	464,270	463,129	4,662,053	4,589,615	(72,438)	5,460,767	5,409,841	5,409,841	-	747,788	86%
Books and Supplies	36,685	15,803	24,910	320,050	300,649	(19,401)	329,853	314,910	357,329	(42,419)	37,279	90%
Services and Other Operating Expenditures	151,137	142,276	137,006	1,345,374	1,389,861	44,487	1,704,759	1,747,243	1,703,410	43,833	358,036	79%
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	803,704	622,349	625,045	6,327,477	6,280,125	(47,352)	7,495,380	7,471,993	7,470,579	1,414	1,143,102	85%
Operating Income	(304,971)	(289,103)	82,843	(910,892)	(1,027,649)	116,756	26,389	(15,910)	1,759	17,668	912,651	
Fund Balance												
Beginning Balance (Unaudited)	661,418	356,447	67,344	1,061,079	1,061,079		688,226	1,061,079	1,061,079			
Audit Adjustment				-	-		-	-	-			
Beginning Balance (Audited)				1,061,079	1,061,079		688,226	1,061,079	1,061,079			
Operating Income	(304,971)	(289,103)	82,843	(910,892)	(1,027,649)		26,389	(15,910)	1,759			
Ending Fund Balance	356,447	67,344	150,187	150,186	33,430		714,615	1,045,169	1,062,838			
Capital Outlay	-	-	-	-	-		-	-	-			

East Bay Innovation Academy

Budget vs. Actuals
As of Apr close

Detail	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Feb	Mar	Apr	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
Enrollment Breakdown	M7	M8	M9									
6		93					100	98	98	-		
7		102					115	110	110	-		
8		107					120	110	110	-		
9		65					85	65	65	-		
10		44					55	50	50	-		
11		70					68	68	68	-		
12		60					62	62	62	-		
Enrollment Summary												
4-6		93					-	-	-	-		
7-8		209					100	98	98	-		
9-12		239					235	220	220	-		
Total Enrolled		541					270	245	245	-		
							605	563	563	-		
ADA %												
4-6		91.9%					96%	94%	95%			
7-8		93.0%					96%	94%	95%			
9-12		92.4%					93%	90%	92%			
Average		92.6%					95%	93%	94%			
ADA												
4-6		85.9					96.0	89.2	93.1			
7-8		194.9					225.6	206.1	209.0			
9-12		221.2					251.1	226.1	225.4			
Total ADA		502.0					572.7	521.3	527.5			
Demographic Information	P-2	508.95										
Prior Year												
ADA (P-2)							594	594	593.58			
CALPADS Enrollment (for unduplicated % calc)							627	630	630			
# Unduplicated Count (CALPADS)							237	237	237			
# Free & Reduced Lunch (FRL) (CALPADS)							207	207	207			
# ELL (CALPADS)							51	51	51			
Current Year												
CALPADS Enrollment (for unduplicated % calc)							605	563	563			
# Unduplicated Count (CALPADS)							228	217	217			
# Free & Reduced Lunch (FRL) (CALPADS)							200	200	200			
# ELL (CALPADS)							49	49	49			
New Students							-	-	-			

East Bay Innovation Academy

Budget vs. Actuals
As of Apr close

	Actual			Budget vs. Actual			Budget					% of Forecast Spent
	Feb	Mar	Apr	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Forecast Remaining	
REVENUE												
LCFF Entitlement												
8011 Charter Schools LCFF - State Aid	358,138	239,168	239,168	2,666,958	2,732,043	(65,085)	3,857,856	3,512,126	3,547,172	35,047	880,214	75%
8012 Education Protection Account Entitlement	-	-	18,389	78,149	79,125	(976)	114,540	104,268	105,500	1,232	27,351	74%
8019 State Aid - Prior Years	-	3,501	3,501	7,002	-	7,002	-	-	7,002	7,002	-	100%
8096 Charter Schools in Lieu of Property Taxes	135,488	-	207,846	1,190,134	1,238,611	(48,477)	1,628,152	1,477,478	1,494,935	17,457	304,801	80%
SUBTOTAL - LCFF Entitlement	493,626	242,669	468,904	3,942,243	4,049,779	(107,536)	5,600,548	5,093,871	5,154,609	60,738	1,212,366	76%
8100 Federal Revenue												
8181 Special Education - Entitlement	-	-	-	-	-	-	78,625	78,750	78,750	-	78,750	0%
8220 Child Nutrition Programs	-	-	12,573	20,255	16,466	3,789	20,582	20,111	27,111	7,000	6,856	75%
8290 No Child Left Behind	-	-	-	4	-	4	-	-	4	4	-	100%
8291 Title I	-	-	-	18,758	31,826	(13,068)	42,435	42,435	42,435	-	23,677	44%
8292 Title II	-	-	-	-	10,868	(10,868)	14,490	14,490	14,490	-	14,490	0%
8294 Title IV	-	-	-	-	7,500	(7,500)	10,000	10,000	10,000	-	10,000	0%
8299 All Other Federal Revenue	-	-	-	143,007	147,152	(4,145)	183,940	388,420	388,420	-	245,413	37%
SUBTOTAL - Federal Income	-	-	12,573	182,024	213,811	(31,788)	350,072	554,205	561,209	7,004	379,186	32%
8300 Other State Revenues												
8319 Other State Apportionments - Prior Years	-	-	-	10,471	-	10,471	-	10,471	10,471	-	-	100%
8381 Special Education - Entitlement (State)	-	52,912	26,456	306,023	289,149	16,874	372,433	372,758	377,163	4,404	71,140	81%
8382 Special Education Reimbursement (State)	-	25,200	-	39,384	-	39,384	189,760	201,103	105,040	(96,063)	65,656	37%
8520 Child Nutrition - State	223	-	717	940,33	2,058	(1,118)	2,940	2,873	3,873	1,000	2,933	24%
8545 School Facilities Apportionments	-	-	122,906	122,906	187,313	(64,406)	249,750	237,263	237,263	-	114,356	52%
8550 Mandated Cost Reimbursements	-	-	-	18,028	15,029	2,999	15,029	18,028	18,028	-	-	100%
8560 State Lottery Revenue	-	-	38,949	85,408	35,756	49,652	108,813	106,353	107,610	1,257	22,202	79%
8590 All Other State Revenue	-	4,500	4,500	542,689	281,313	261,376	281,313	507,695	560,609	52,914	17,920	97%
SUBTOTAL - Other State Income	223	82,612	193,528	1,125,850	810,617	315,233	1,220,038	1,456,545	1,420,057	(36,488)	294,207	79%
8600 Other Local Revenue												
8634 Food Service Sales	-	-	-	1,093	4,704	(3,612)	5,881	5,746	3,746	(2,000)	2,653	29%
8660 Interest	0	0	0	0	1	(1)	1	1	1	-	0.82	37%
8676 After School Program Revenue	-	-	-	17,903	-	17,903	-	42,000	42,000	-	24,097	43%
8690 Other Local Revenue	3,399	-	6,756	26,796	24,000	2,796	36,000	16,890	28,890	12,000	2,093.91	93%
8693 Field Trips	-	-	-	-	14,520	(14,520)	18,150	-	-	-	-	-
8701 Oakland Measure N	-	-	-	24,176	-	24,176	116,025	102,375	102,375	-	78,199	24%
8703 Oakland Measure G1	-	-	-	-	27,443	(27,443)	34,304	50,000	50,000	-	50,000	0%
8999 Uncategorized Revenue	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Local Revenues	3,399	0	6,756	69,968	70,669	(701)	210,361	217,012	227,012	10,000	157,044	31%
8800 Donations/Fundraising												
8801 Donations - Parents	1,485	7,657	5,872	72,629	72,600	29	90,750	84,450	84,450	-	11,821	86%
8802 Donations - Private	-	309	20,255	23,871	35,000	(11,129)	50,000	50,000	25,000	(25,000)	1,129	95%
SUBTOTAL - Fundraising and Grants	1,485	7,965	26,127	96,500	107,600	(11,100)	140,750	134,450	109,450	(25,000)	12,950	88%
TOTAL REVENUE	498,733	333,246	707,888	5,416,584	5,252,476	164,108	7,521,769	7,456,084	7,472,338	16,254	2,055,753	72%

East Bay Innovation Academy

Budget vs. Actuals
As of Apr close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent	
	Feb	Mar	Apr	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast				
EXPENSES													
Compensation & Benefits													
1000	Certificated Salaries												
1100	Teachers Salaries	339,180	205,713	203,904	2,020,998	1,813,204	(207,794)	2,163,669	2,212,182	2,212,182	-	191,185	91%
1103	Teacher - Substitute Pay	191	156	80	12,029	-	(12,029)	-	51,000	51,000	-	38,971	24%
1148	Teacher - Special Ed	40,493	19,970	19,970	221,113	215,135	(5,978)	267,203	267,148	267,148	-	46,035	83%
1160	Teacher - Custom 2	25,581	15,628	15,628	150,656	186,959	36,303	228,217	164,099	164,099	-	13,443	92%
1170	Teacher - Custom 3	-	-	-	31,239	72,000	40,761	90,000	76,613	76,613	-	45,374	41%
1300	Certificated Supervisor & Administrator Salaries	31,044	30,484	30,667	302,327	278,498	(23,829)	334,198	333,048	333,048	-	30,721	91%
1311	Cert Admin - DESEL, Curr. Instr.	24,609	28,688	28,688	382,217	441,100	58,883	530,920	539,000	539,000	-	156,783	71%
	SUBTOTAL - Certificated Employees	461,097	300,639	298,936	3,120,579	3,006,897	(113,683)	3,614,206	3,643,091	3,643,091	-	522,511	86%
2000	Classified Salaries												
2104	Classified - SPED	27,051	29,093	26,263	196,138	150,873	(45,265)	184,400	200,160	200,160	-	4,022	98%
2300	Classified Supervisor & Administrator Salaries	23,060	25,594	24,007	225,092	104,167	(120,925)	125,000	245,000	245,000	-	19,908	92%
2400	Classified Clerical & Office Salaries	16,905	9,472	10,593	117,105	151,346	34,242	179,473	70,560	70,560	-	(46,545)	166%
2402	Classified Clerical & Office Salaries - Community Engag	7,354	7,844	8,333	75,012	76,489	1,477	91,787	88,253	88,253	-	13,240	85%
2905	Other Classified - After School	-	-	-	11,188	73,280	62,092	91,600	58,738	58,738	-	47,550	19%
2928	Other Classified - Food	1,860	1,852	1,547	12,513	-	(12,513)	-	-	-	-	(12,513)	
	SUBTOTAL - Classified Employees	76,230	73,856	70,743	637,048	556,155	(80,894)	672,260	662,710	662,710	-	25,662	96%
3000	Employee Benefits												
3100	STRS	34,844	52,054	51,766	466,598	486,179	19,581	578,996	583,623	583,623	-	117,025	80%
3300	OASDI-Medicare-Alternative	11,683	9,394	9,125	86,851	84,943	(1,908)	104,226	103,921	103,921	-	17,070	84%
3400	Health & Welfare Benefits	27,305	24,784	29,149	294,759	378,176	83,417	412,556	340,200	340,200	-	45,441	87%
3500	Unemployment Insurance	1,509	328	195	12,372	22,274	9,902	21,070	22,575	22,575	-	10,203	55%
3600	Workers Comp Insurance	3,010	3,010	3,009	40,170	42,865	2,694	42,865	43,058	43,058	-	2,888	93%
3900	Other Employee Benefits	205	205	205	3,675	12,127	8,452	14,589	10,663	10,663	-	6,988	34%
	SUBTOTAL - Employee Benefits	78,555	89,775	93,449	904,425	1,026,564	122,138	1,174,301	1,104,040	1,104,040	-	199,614	82%

East Bay Innovation Academy

Budget vs. Actuals

As of Apr close

	Actual			Budget vs. Actual			Budget				% of Forecast Spent	
	Feb	Mar	Apr	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)		Forecast Remaining
4000 Books & Supplies												
4100 Approved Textbooks & Core Curricula Materials	-	-	-	6,678	12,974	6,296	13,577	12,386	12,386	-	5,708.13	54%
4200 Books & Other Reference Materials	133	354	-	2,455	3,058	602	3,058	2,998	2,998	-	542.42	82%
4300 Materials & Supplies	959	275	-	6,161	33,941	27,779	33,941	11,260	11,260	-	5,098.55	55%
4320 Educational Software	-	-	2,489	67,484	57,811	(9,673)	60,500	65,027	67,560	(2,534)	76	100%
4330 Office Supplies	11,086	1,683	3,908	39,867	30,250	(9,617)	36,300	33,780	45,040	(11,260)	5,173	89%
4352 Quest (After School)	3,220	4,081	-	21,262	-	(21,262)	-	20,000	25,000	(5,000)	3,738	85%
4400 Noncapitalized Equipment	1,674	-	-	4,286	8,843	4,558	10,612	5,000	5,000	-	714	86%
4410 Classroom Furniture, Equipment & Supplies	6,579	-	-	10,625	33,444	22,819	35,000	10,000	10,625	(625)	-	100%
4420 Computers (individual items less than \$5k)	-	-	-	64,734	48,000	(16,734)	50,000	70,000	70,000	-	5,266	92%
4423 Staff Computers	-	-	-	-	14,400	14,400	15,000	-	-	-	-	-
4430 Non Classroom Related Furniture, Equipment & Supplies	1,709	529	-	21,336	8,333	(13,003)	10,000	22,000	22,000	-	663.73	97%
4710 Student Food Services	9,777	8,028	18,398	69,086	47,045	(22,041)	58,806	57,460	77,460	(20,000)	8,374.28	89%
4720 Other Food	1,548	853	114	6,077	2,550	(3,527)	3,060	5,000	8,000	(3,000)	1,923	76%
SUBTOTAL - Books and Supplies	36,685	15,803	24,910	320,050	300,649	(19,401)	329,853	314,910	357,329	(42,419)	37,279	90%

East Bay Innovation Academy

Budget vs. Actuals

As of Apr close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Feb	Mar	Apr	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
5000 Services & Other Operating Expenses												
5220 Travel and Lodging	3,481	361	752	5,912	4,080	(1,832)	5,100	5,100	7,000	(1,900)	1,088	84%
5300 Dues & Memberships	1,694	404	70	10,486	10,209	(277)	12,761	12,761	12,761	-	2,275	82%
5450 Insurance - Other	6,726	6,726	6,726	79,253	81,070	1,817	81,070	75,442	75,442	-	(3,811)	105%
5515 Janitorial, Gardening Services & Supplies	10,917	10,809	10,435	119,362	100,000	(19,362)	120,000	140,000	140,000	-	20,638	85%
5535 Utilities - All Utilities	5,375	6,250	6,433	61,662	81,600	19,938	97,920	97,920	81,600	16,320	19,938	76%
5610 Rent	26,500	26,500	28,750	302,500	277,500	(25,000)	333,000	333,000	333,000	-	30,500	91%
5611 Prop 39 Related Costs	-	28,688	-	86,065	99,825	13,760	133,100	123,860	123,860	-	37,795	69%
5615 Repairs and Maintenance - Building	5,089	585	238	16,107	8,490	(7,617)	10,612	12,000	18,000	(6,000)	1,893	89%
5616 Repairs and Maintenance - Computers	-	-	-	-	6,667	6,667	10,000	10,000	1,000	9,000	1,000	0%
5803 Accounting Fees	-	1,785	-	17,415	5,000	(12,415)	10,000	15,685	17,470	(1,785)	55,29	100%
5806 Assemblies	771	1,138	2,282	4,246	6,120	1,874	7,650	7,650	7,650	-	3,404	56%
5809 Banking Fees	41	63	44	8,477	4,250	(4,227)	5,100	10,000	10,000	-	1,523	85%
5810 Intersession	7,471	4,000	2,464	33,215	54,450	21,235	72,600	50,670	50,670	-	17,455	66%
5812 Business Services	8,976	6,625	7,222	77,593	70,000	(7,593)	84,000	84,000	84,000	-	6,407	92%
5815 Consultants - Instructional	2,050	6,950	600	94,310	50,000	(44,310)	50,000	121,000	121,000	-	26,690	78%
5820 Consultants - Non Instructional - Custom 1	-	750	-	750	16,000	16,000	20,000	10,000	10,000	-	9,250	8%
5824 District Oversight Fees	-	-	-	-	42,004	42,004	56,005	50,939	51,546	(607)	51,546	0%
5836 Fingerprinting	-	-	-	1,355	3,521	2,166	3,685	3,783	3,783	-	2,428	36%
5839 Fundraising Expenses	20	770	332	2,797	12,240	9,443	15,300	15,300	5,300	10,000	2,503	53%
5845 Legal Fees	3,317	11,107	13,832	45,887	48,000	2,113	60,000	48,000	57,600	(9,600)	11,713	80%
5851 Marketing and Student Recruiting	-	-	-	4,057	8,160	4,103	10,200	10,200	10,200	-	6,143	40%
5857 Payroll Fees	864	461	441	5,009	4,330	(679)	5,196	5,196	5,196	-	187	96%
5860 Printing and Reproduction	-	-	-	-	408	408	510	510	510	-	510	0%
5861 Prior Yr Exp (not accrued)	4,675	-	-	4,675	-	(4,675)	-	4,675	4,675	-	0	100%
5863 Professional Development	1,234	302	4,100	22,539	27,500	4,961	33,000	33,000	33,000	-	10,461	68%
5866 SPED MH Day/NPS Services	4,598	-	10,826	47,998	133,333	85,336	160,000	100,000	60,000	40,000	12,002	80%
5869 Special Education Contract Instructors	9,738	8,016	9,978	73,855	80,000	6,145	100,000	100,000	100,000	-	26,145	74%
5872 Special Education Encroachment	-	-	-	-	-	-	13,724	13,545	13,677	(132)	13,677	0%
5874 Sports	-	-	2,287	2,287	8,000	5,713	10,000	10,000	10,000	-	7,713	23%
5875 Staff Recruiting	28,049	441	16,250	66,572	6,359	(60,214)	7,949	67,949	67,949	-	1,376	98%
5878 Student Assessment	1,046	310	3,282	4,781	24,000	19,219	30,000	30,000	30,000	-	25,219	16%
5880 Student Health Services	-	-	-	(339)	366	705	458	458	458	-	796	-74%
5881 Student Information System	-	1,313	4,500	31,462	22,500	(8,962)	30,000	30,000	31,462	(1,462)	-	100%
5884 Substitutes	6,172	4,642	4,316	29,080	16,000	(13,080)	20,000	25,000	35,000	(10,000)	5,920	83%
5887 Technology Services	9,036	9,756	-	60,205	44,880	(15,325)	56,100	65,000	65,000	-	4,795	93%
5899 Miscellaneous Operating Expenses	-	-	-	2,152	-	(2,152)	-	-	-	-	(2,152)	
5900 Communications	3,298	3,148	675	20,847	30,600	9,753	36,720	21,600	21,600	-	753	97%
5915 Postage and Delivery	-	378	172	2,802	2,400	(402)	3,000	3,000	3,000	-	198	93%
SUBTOTAL - Services & Other Operating Exp.	151,137	142,276	137,006	1,345,374	1,389,861	44,487	1,704,759	1,747,243	1,703,410	43,833	358,036	79%

East Bay Innovation Academy

Budget vs. Actuals

As of Apr close

	Actual			Budget vs. Actual			Budget			(Previous vs. Current Forecast)	Forecast Remaining	% of Forecast Spent
	Feb	Mar	Apr	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast			
6000 Capital Outlay												
6100 Sites & Improvement of Sites	-	-	-	-	-	-	-	-	-	-	-	-
6200 Buildings & Improvement of Buildings	-	-	-	-	-	-	-	-	-	-	-	-
6300 School Libraries	-	-	-	-	-	-	-	-	-	-	-	-
6400 Equipment	-	-	-	-	-	-	-	-	-	-	-	-
6410 Computers (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6420 Furniture (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6430 Other Equipment (capitalizable items)	-	-	-	-	-	-	-	-	-	-	-	-
6500 Equipment Replacement	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	803,704	622,349	625,045	6,327,477	6,280,125	(47,352)	7,495,380	7,471,993	7,470,579	1,414	1,143,102	85%
6900 Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation	803,704	622,349	625,045	6,327,477	6,280,125	(47,352)	7,495,380	7,471,993	7,470,579	1,414	1,143,102	85%

East Bay Innovation Academy
 Monthly Cash Forecast
 As of Apr close

	2021/22												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Actual	Mar Actual	Apr Actual	May Projected	Jun Projected		
Beginning Cash	869,588	534,848	656,767	1,349,600	1,249,946	1,359,307	1,280,859	1,747,742	1,500,890	1,211,377	1,321,686	2,091,949		
Revenue														
LCFF Entitlement	-	300,582	402,198	388,018	358,138	493,626	794,482	493,626	242,669	468,904	603,352	324,566	5,154,609	284,448
Federal Income	18,758	885	-	4	-	-	149,804	-	-	12,573	279,579	73,796	561,209	25,811
Other State Income	301,918	20,605	37,089	47,560	64,589	55,117	322,608	223	82,612	193,528	61,639	44,836	1,420,057	187,732
Local Revenues	454	80	736	29,192	299,957	34,238	(304,845)	3,399	0	6,756	131,117	15,690	227,012	10,238
Fundraising and Grants	424	15,237	44,684	(16,613)	10,883	5,112	1,196	1,485	7,965	26,127	2,040	5,911	109,450	5,000
Total Revenue	321,554	337,389	484,707	448,161	733,567	588,093	963,245	498,733	333,246	707,888	1,077,727	464,799	7,472,338	513,228
Expenses														
Compensation & Benefits	303,179	472,605	473,020	470,864	465,317	497,510	436,277	615,882	464,270	463,129	277,923	501,104	5,409,841	(31,239)
Books & Supplies	9,293	74,285	84,953	13,332	21,375	29,976	9,437	36,685	15,803	24,910	19,139	18,140	357,329	-
Services & Other Operating Expenses	117,604	147,351	173,639	79,819	156,019	137,825	102,699	151,137	142,276	137,006	130,440	153,637	1,703,410	73,959
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	430,076	694,241	731,611	564,015	642,712	665,311	548,413	803,704	622,349	625,045	427,501	672,881	7,470,579	42,719
Operating Cash Inflow (Outflow)	(108,521)	(356,852)	(246,904)	(115,853)	90,855	(77,217)	414,832	(304,971)	(289,103)	82,843	650,226	(208,083)	1,759	470,508
Revenues - Prior Year Accruals	202,205	510,374	1,013,488	26,958	-	-	34,740	4,874	-	(723)	90,491	1,608		
Expenses - Prior Year Accruals	(21,037)	(24,732)	(68,277)	-	-	-	-	(199)	(3)	-	-	-		
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable - Current Year	(19,471)	(31,150)	(25,055)	(30,550)	(1,437)	(22,194)	(2,195)	19,704	(20,121)	8,616	-	-		
Summerholdback for Teachers	(131,031)	24,280	19,581	19,791	19,944	20,964	19,505	33,740	19,713	19,573	29,546	29,546		
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-		
Loans Payable (Long Term)	-	-	-	-	-	-	-	-	-	-	-	-		
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-		
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-		
Other Balance Sheet Changes	(256,885)	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	534,848	656,767	1,349,600	1,249,946	1,359,307	1,280,859	1,747,742	1,500,890	1,211,377	1,321,686	2,091,949	1,915,020		

Cover Sheet

Draft School Year 2022-23 budget highlights

Section: IV. Finance and Development
Item: B. Draft School Year 2022-23 budget highlights
Purpose: Discuss
Submitted by:
Related Material: EBIA MYP Draft May 2022.pdf

East Bay Innovation Academy

Multiyear Budget Summary DRAFT

	2022/23	2022/23	2023/24	2024/25
	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
SUMMARY				
Revenue				
LCFF Entitlement	5,514,335		6,192,244	7,205,625
Federal Revenue	482,539		169,579	183,339
Other State Revenues	1,579,046		984,849	1,050,635
Local Revenues	521,053		467,343	424,317
Fundraising and Grants	112,000		119,000	133,000
Total Revenue	8,208,974		7,933,015	8,996,917
Expenses				
Compensation and Benefits	5,532,813		5,588,001	6,135,472
Books and Supplies	434,051		392,994	511,416
Services and Other Operating Expenditures	1,903,828		1,968,883	2,052,105
Depreciation	-		-	-
Total Expenses	7,870,692		7,949,879	8,698,994
Operating Income	338,282		(16,864)	297,923
Fund Balance				
Beginning Balance (Unaudited)	1,062,838		1,401,120	1,384,256
Audit Adjustment	-		-	-
Beginning Balance (Audited)	1,062,838		1,401,120	1,384,256
Operating Income	338,282		(16,864)	297,923
Ending Fund Balance (including Depreciation)	1,401,120		1,384,256	1,682,179
Ending Fund Balance as a % of Expenses	18%		17%	19%
Capital Outlay	-		-	-

East Bay Innovation Academy
 Multiyear Budget Summary DRAFT

Detail	2022/23	2022/23	2023/24	2024/25
	Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
Enrollment Breakdown				
6	90	-	100	110
7	110	-	110	110
8	110	-	110	110
9	80	-	90	110
10	60	-	80	90
11	45	-	60	75
12	65	-	45	60
Enrollment Summary	-	-	-	-
4-6	90	-	100	110
7-8	220	-	220	220
9-12	250	-	275	335
Total Enrolled	560	-	595	665
ADA %				
4-6	96%	-	96%	96%
7-8	96%	-	96%	96%
9-12	92%	-	92%	92%
Average	94%	-	94%	94%
ADA				
4-6	86.4	-	96.0	105.6
7-8	211.2	-	211.2	211.2
9-12	230.0	-	253.0	308.2
Total ADA	527.6	-	560.2	625.0
Demographic Information				
Prior Year				
ADA (P-2)	528	-	528	560
CALPADS Enrollment (for unduplicated % calc)	563	-	560	595
# Unduplicated Count (CALPADS)	217	-	216	230
# Free & Reduced Lunch (FRL) (CALPADS)	200	-	199	211
# ELL (CALPADS)	49	-	49	52
Current Year				
CALPADS Enrollment (for unduplicated % calc)	560	-	595	665
# Unduplicated Count (CALPADS)	216	-	230	257
# Free & Reduced Lunch (FRL) (CALPADS)	199	-	211	236
# ELL (CALPADS)	49	-	52	58
New Students	-	-	35	70

East Bay Innovation Academy
Multiyear Budget Summary DRAFT

		2022/23	2022/23	2023/24	2024/25
		Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
LCFF Entitlement					
8011	Charter Schools LCFF - State Aid	3,913,597	Backfills State Aid	4,492,597	5,309,375
8012	Education Protection Account Entitlement	105,520	Greater of: \$200 per ADA or 37.69% of State Aid	112,040	125,000
8096	Charter Schools in Lieu of Property Taxes	1,495,218	In accordance with Local Property Tax of \$2834 per ADA	1,587,607	1,771,250
SUBTOTAL - LCFF Entitlement		5,514,335		6,192,244	7,205,625
8100 Federal Revenue					
8181	Special Education - Entitlement	70,375	\$125 per PY CBEDS Enrollment	70,000	74,375
8220	Child Nutrition Programs	23,814	Estimated reimbursement at 35% of total Food Service Cost.	25,302	28,279
8291	Title I	46,000	\$230 per Title I eligible student	48,158	52,961
8292	Title II	15,400	\$77 per Title I eligible student	16,119	17,724
8294	Title IV	10,000		10,000	10,000
8299	All Other Federal Revenue	316,950	Esser III	-	-
SUBTOTAL - Federal Income		482,539		169,579	183,339
8300 Other State Revenues					
8381	Special Education - Entitlement (State)	432,632	\$820 per CY ADA	459,364	512,500
8382	Special Education Reimbursement (State)	125,040	80% of \$3K per service count. Ultimately it will be lesser of this estimate or the actual MH budget.	125,040	125,040
8520	Child Nutrition - State	3,402	Estimated reimbursement at 5% of total Food Service Cost.	3,615	4,040
8545	School Facilities Apportionments	260,310	\$1313 per ADA or 0.75 of rent, lesser of the two	265,366	263,024
8550	Mandated Cost Reimbursements	17,031	\$18 per PY 6-8 ADA, \$50 per 9-12 ADA	17,183	18,532
8560	State Lottery Revenue	107,630	\$204 per ADA per SSC	114,281	127,500
8590	All Other State Revenue	633,000	One time funding	-	-
SUBTOTAL - Other State Income		1,579,046		984,849	1,050,635
8600 Other Local Revenue					
8634	Food Service Sales	20,412	Estimated reimbursement at 30% of total Food Service Cost.	21,688	24,239
8660	Interest	1		1	1
8676	After School Program Revenue	42,840		43,697	44,571
8690	Other Local Revenue	16,800	\$30 per Students Total	18,207	20,756
8701	Oakland Measure N	391,000	\$850 per grades 9-12 student	333,750	284,750
8703	Oakland Measure G1	50,000	Grades 6-8 enrollment, multiplied by 80% oakland resident, 20% LCFF %. Per pupil allocation (\$190 for staff, \$450 for art)	50,000	50,000
SUBTOTAL - Local Revenues		521,053		467,343	424,317
8800 Donations/Fundraising					
8801	Donations - Parents	112,000	\$200 per Students Total	119,000	133,000
8802	Donations - Private	-	grants	-	-
8803	Fundraising	-	Fundraising events	-	-
SUBTOTAL - Fundraising and Grants		112,000		119,000	133,000
TOTAL REVENUE		8,208,974		7,933,015	8,996,917

East Bay Innovation Academy
Multiyear Budget Summary DRAFT

		2022/23	2022/23	2023/24	2024/25
		Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
EXPENSES					
Compensation & Benefits					
1000	Certificated Salaries				
1100	Teachers Salaries	2,041,808	30 FTE (5 each ELA, history; 6 each math, science; 2 coding, 2 Spanish, 2 art, 2 PE)	1,967,382	2,272,006
1103	Teacher - Substitute Pay	65,000	1 FTE	67,600	70,304
1148	Teacher - Special Ed	281,577	4 FTE, RSP	292,840	304,553
1160	Teacher - Custom 2	170,663	2 FTE	177,489	184,589
1170	Teacher - Custom 3	79,678	1 FTE	82,865	86,179
1300	Certificated Supervisor & Administrator Salaries	396,460	3 FTE, ED, DSS, DCCR	412,318	428,811
1311	Cert Admin - DESEL, Curr. Instr.	442,550	4 FTE, site leads instr.	456,352	474,606
SUBTOTAL - Certificated Employees		3,477,735	-	3,456,846	3,821,049
2000	Classified Salaries				
2104	Classified - SPED	147,712	4 FTE	153,620	159,765
2300	Classified Supervisor & Administrator Salaries	244,800	3 FTE	254,592	264,776
2400	Classified Clerical & Office Salaries	73,382	2 FTE (2 Office Assistants)	76,318	79,370
2402	Classified Clerical & Office Salaries - Community En	103,000	1 FTE	107,120	111,405
2905	Other Classified - After School	60,000	1 FTE	62,400	64,896
2908	Other Classified - Custom 1	195,000	3 FTE, behavioral specialists	202,800	210,912
SUBTOTAL - Classified Employees		823,894	-	856,850	891,124
3000	Employee Benefits				
3100	STRS	664,247	-	660,258	729,820
3300	OASDI-Medicare-Alternative	113,868	-	116,079	124,003
3400	Health & Welfare Benefits	374,220	-	418,854	484,107
3500	Unemployment Insurance	24,682	-	24,381	26,187
3600	Workers Comp Insurance	43,016	-	43,137	47,122
3900	Other Employee Benefits	11,150	-	11,596	12,060
SUBTOTAL - Employee Benefits		1,231,184	-	1,274,305	1,423,299

East Bay Innovation Academy
 Multiyear Budget Summary DRAFT

		2022/23		2022/23		2023/24		2024/25	
		Preliminary Budget		Notes		Preliminary Budget		Preliminary Budget	
4000	Books & Supplies								
4100	Approved Textbooks & Core Curricula Materials	14,000	\$25 per Student			15,173		17,297	
4200	Books & Other Reference Materials	13,163	\$105 per Teacher			3,226		3,675	
4300	Materials & Supplies	11,424	\$20 per Student			12,381		14,114	
4320	Educational Software	67,200	\$120 per Student			72,828		83,024	
4330	Office Supplies	20,160	\$36 per Student			21,848		24,907	
4352	Quest (After School)	25,500				26,010		26,530	
4400	Noncapitalized Equipment	5,100				5,202		5,306	
4410	Classroom Furniture, Equipment & Supplies	43,364	Including maker space			11,028		100,000	
4420	Computers (individual items less than \$5k)	142,200				122,400		124,848	
4423	Staff Computers	8,600				15,000		15,000	
4430	Non Classroom Related Furniture, Equipment & Sup	10,200				10,404		10,612	
4710	Student Food Services	68,040	Assumes that 70% of total Food Service Cost is reimbursed			72,293		80,798	
4720	Other Food	5,100				5,202		5,306	
	SUBTOTAL - Books and Supplies	434,051				392,994		511,416	

East Bay Innovation Academy
Multiyear Budget Summary DRAFT

		2022/23	2022/23	2023/24	2024/25
		Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
5000	Services & Other Operating Expenses				
5210	Conference Fees	12,000	LL Conference, networking	12,240	12,485
5220	Travel and Lodging	5,202		5,306	5,412
5300	Dues & Memberships	13,016		13,277	13,542
5450	Insurance - Other	36,989	\$66 per Student	40,086	45,699
5515	Janitorial, Gardening Services & Supplies	120,000	Lina's Janitorial	122,400	124,848
5535	Utilities - All Utilities	83,232		84,897	86,595
5610	Rent	347,080	\$28090 per Monthly Rate	353,822	350,698
5611	Prop 39 Related Costs	140,000		151,725	172,967
5615	Repairs and Maintenance - Building	18,360	\$1530 per Monthly Rate	18,727	19,102
5616	Repairs and Maintenance - Computers	22,000		22,440	22,889
5803	Accounting Fees	17,820		18,176	18,540
5806	Assemblies	7,803		7,959	8,118
5809	Banking Fees	10,200		10,404	10,612
5810	Intersession	56,000	\$100 per Student	59,500	67,830
5812	Business Services	144,000	Full services	148,320	152,770
5815	Consultants - Instructional	50,000	DCAC, linked learning coach	51,000	52,020
5820	Consultants - Non Instructional - Custom 1	10,200		10,404	10,612
5824	District Oversight Fees	55,143	1.0% of LCFF General Purpose Grant	61,922	72,056
5836	Fingerprinting	4,027	\$67 per FTE	4,039	4,434
5839	Fundraising Expenses	15,606		15,918	16,236
5845	Legal Fees	52,800	\$4400 per Monthly Rate	53,856	54,933
5851	Marketing and Student Recruiting	10,404		10,612	10,824
5857	Payroll Fees	5,300	\$442 per Monthly Rate	5,406	5,514
5860	Printing and Reproduction	520		531	541
5863	Professional Development	33,660		34,333	35,020
5866	SPED MH Day/NPS Services	320,000	3 NPS placements	326,400	332,928
5869	Special Education Contract Instructors	101,456		109,953	125,347
5872	Special Education Encroachment	13,951		14,230	14,515
5874	Sports	10,200		10,404	10,612
5875	Staff Recruiting	5,000		5,100	5,202
5878	Student Assessment	30,000	AP, CELDT	30,600	31,212
5880	Student Health Services	467		476	486
5881	Student Information System	30,000	PowerSchool/Echo	30,600	31,212
5884	Substitutes	30,000		30,600	31,212
5887	Technology Services	66,300		67,626	68,979
5900	Communications	22,032	\$1836 per Monthly Rate	22,473	22,922
5915	Postage and Delivery	3,060		3,121	3,184
	SUBTOTAL - Services & Other Operating Exp.	1,903,828		1,968,883	2,052,105

East Bay Innovation Academy

Multiyear Budget Summary DRAFT

		2022/23	2022/23	2023/24	2024/25
		Preliminary Budget	Notes	Preliminary Budget	Preliminary Budget
6000	Capital Outlay				
6100	Sites & Improvement of Sites	-		-	-
6200	Buildings & Improvement of Buildings	-		-	-
6300	School Libraries	-		-	-
6400	Equipment	-		-	-
6410	Computers (capitalizable items)	-		-	-
6420	Furniture (capitalizable items)	-		-	-
6430	Other Equipment (capitalizable items)	-		-	-
6500	Equipment Replacement	-		-	-
0000	(School Defined)	-		-	-
0000	(School Defined)	-		-	-
	SUBTOTAL - Capital Outlay	-		-	-
TOTAL EXPENSES		7,870,692		7,949,879	8,698,994
6900	Total Depreciation (includes Prior Years)	-		-	-
TOTAL EXPENSES including Depreciation		7,870,692		7,949,879	8,698,994

Cover Sheet

East Bay Innovation Academy Monthly Facility Update

Section: V. Facility
Item: A. East Bay Innovation Academy Monthly Facility Update
Purpose: Vote
Submitted by:
Related Material: GGA.EBIA 2022-2023 UA (1).pdf

USE AGREEMENT

THIS USE AGREEMENT made this 4th day of May, 2022, is between GOLDEN GATE ACADEMY, an entity held by the NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY, a California non-profit religious corporation, hereinafter called "Licensor", and EAST BAY INNOVATION ACADEMY, a 501(c)(3) tax-exempt organization, hereinafter called "Licensee". Licensor hereby grants to Licensee the use of a portion of their facility, located at 3800 Mountain Blvd., Oakland, CA 94619-1630, upon the following terms and conditions:

I. RECITALS

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

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

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

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

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

II. TERM

The term of this Agreement shall commence on the 1st day of August, 2022, and terminate on the 30th day of June, 2022. No part of this provision is meant to alter the terms of this Agreement under Articles XII and XIII that deal with the remedies of the parties in case of breach or default.

III. USE COST

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

The Licensee shall pay to the Licensor in legal tender at the address specified herein, or furnished pursuant hereto, during the term of this Agreement, a sum of Twenty-Six Thousand Five Hundred Dollars (\$28,090.00) per month payable as arranged with the Licensor.

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

IV. USE OF PREMISES

The premises shall be used as a place of conducting an educational program and for other purposes related thereto. The specific use of the premises (approximately 25,551 sq. ft.) shall be listed as follows:

- A. OPERATIONAL HOURS are Monday through Friday, 7:00 a.m. – 6:00 p.m. The gymnasium is only available for use Wednesday and Friday until 5:00 p.m. or until ½ hour before sunset whichever comes first. The gymnasium must be cleared of all activities on Monday, Tuesday and Thursday by 3:45 pm p.m. Gate to be opened at 7:00 a.m. and locked by 6:00 p.m. All Licensee's staff will be off premises by 6:00 p.m. unless Licensor is notified.
- B. Licensee may use the school buildings listed in Exhibit A attached hereto, and which shall be incorporated as if fully set forth herein. Licensee may use the school campus in conjunction and cooperation with Licensor and other authorized users of the premises whose use may overlap with Licensee's use of the premises. Licensor agrees to provide Licensee with at least thirty (30) days written notice of any use of the premises by any other authorized user during the operational hours, and Licensee agrees to provide Licensor with a schedule of expected use of the premises during the term of this Agreement and at least thirty (30) days written notice of any changes to the use of the premises.
- C. Licensee shall use existing equipment located in classrooms including but not limited to, desks, chairs, blackboard, and the like. Licensee is responsible for providing other required equipment as needed.

- D. The outdoor basketball courts are not included in the campus square footage and shall not be used without prior consent and a separate use agreement. Outdoor courts require an additional fee.
- E. Licensee may use the premises for ten (10) evenings or Sunday events subject to Licensor's consent and at least thirty (30) days written notice. Current rental rates will be charged for any additional evening or Sunday events.
- F. Licensor shall provide janitorial services maintaining clean classrooms and office as necessary.

V. PROHIBITED USES

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

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

VI. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

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

VII. MAINTENANCE AND REPAIRS

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

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

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

Licensee agrees to accept responsibility for graffiti, and other defacing of property due to its usage. Materials and time for repairs will be billed and invoiced separately.

VIII. ENVIRONMENTAL COMPLIANCE

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

applicable to underground storage tanks or to the use, generation, manufacture, handling, storage, treatment, discharge, release, burial or disposal of any Hazardous Substance now or hereafter located or present on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance. Licensor shall bear all costs associated with such compliance required for remedial or removal action taken in response to any Hazardous Substance which is located or present on, under or about the Property, or which is the result of any action taken by Licensor.

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

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

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

Without Licensor's prior written consent, which shall not be unreasonably withheld or delayed, Licensee shall not

take any remedial action in response to the presence of any Hazardous Substance on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any claims referred to in this Agreement, which remedial action, settlement, consent or compromise might, in Licensor's reasonable judgment, impose a risk of liability on Licensor; provided, however, that Licensor's prior consent shall not be necessary in the event that the presence of any Hazardous Substance on, under or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Licensor's consent before taking such action, provided that in such event Licensee shall notify Licensor as soon as practicable of any action so taken, Licensor agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) Licensee establishes to the reasonable satisfaction of Licensor that there is no reasonable alternative to such remedial action.

IX. INSURANCE

During the term of this Agreement the Licensee shall obtain and maintain the following insurance:

- A. **Property Insurance.** Licensee shall maintain property insurance on all of Licensee's personal property, Trade Fixtures, inventory, Licensee alterations and utility installations on the Premises. Such insurance shall be at full replacement coverage and proceeds from such insurance shall be used to repair or replace the property described hereinabove. Licensor is in no way responsible for any damage or loss of Licensee's personal property.
- B. **Commercial General Liability Insurance.** Licensee shall maintain Commercial General Liability insurance against claims for bodily injury, personal and advertising injury and property damage based upon or arising out of Licensee's use, occupancy and maintenance of the Premises. Licensee will hold Licensor harmless from any liabilities related to injury or property damages of Licensee, Licensee's students, Licensee's employees, or other invitees of Licensee. Such coverage shall be written on an occurrence form with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall include contractual liability coverage and be endorsed to name the Northern California Conference of Seventh-day Adventists, P.O. Box 619015, Roseville, CA 95661, as certificate holder and additional insured.
- C. **Automobile Liability Insurance.** Licensee shall maintain Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned and hired automobiles.
- D. **Workers' Compensation Insurance.** Licensee shall maintain Workers' Compensation insurance with statutory limits and Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease.
- E. Licensee shall provide any other insurance as necessary to protect Licensor against insurable hazards as are commonly insured against for the type of business activity that Licensee will conduct.
- F. All insurance, as required by this section, shall be carried in favor of the Licensor and Licensee as their respective interests may appear. All insurance shall be purchased and maintained from and with responsible companies, and certificates of insurance evidencing the coverage and limits required under this Agreement shall be delivered to Licensor upon occupation of the premises and on the first of January of each year during the contract period.

X. UNLAWFUL OR DANGEROUS ACTIVITY

Licensee shall not occupy or use all or any part of the premises for any unlawful, disreputable or ultra-hazardous

business purpose or activity, nor operate or conduct its business in a manner which is found by a court of competent jurisdiction to be a "nuisance". A violation of this article shall constitute a breach of this Agreement.

XI. INDEMNITY

The Licensee shall indemnify the Licensor against all expenses, liabilities, and claims of every kind, including but not limited to reasonable attorney's fees, by or on behalf of any person or entity arising out of either (1) a failure by Licensee to perform any of the terms or conditions of this Agreement; (2) any injury or damage happening on or about the Premises; (3) failure to comply with any law of any governmental authority; or (4) any mechanics lien or security interest filed against the demised premises or equipment, materials, or alterations of building or improvements thereon, the filing of which is caused by Licensee or its agents. Said indemnification is limited to injury or damage attributable to Licensee or its agents' use of the premises.

XII. DEFAULT AND BREACH

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

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

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

XIII. REMEDIES ON DEFAULT

In the event of default by Licensee on any of the following, the rights of the Licensor shall be, in addition to other statutory, common law, and case law rights;

- A. The Licensor shall have the right to cancel and terminate this Agreement;
- B. The Licensor shall, upon default, acquire full access and title to equipment and inventory up to an amount evaluated to be equal to the Licensee's obligations to the Licensor;
- C. The Licensor may elect, but shall not be obligated, to make any payment required of Licensee herein or comply with any agreement, term, or condition required hereby to be performed by the Licensee, and the Licensor shall then have the right to enter the Premises for the purposes of correcting any such default, but any expenditure for the correction by the Licensor shall not be deemed to waive or release the default of the Licensee or the right of the Licensor to take any action as may be otherwise permissible hereunder in the case of any default;
- D. The Licensor may reenter the Premises immediately and remove the property and personnel of the Licensee and store the property in a public warehouse or at a place selected by the Licensor at the expense of the Licensee. On termination, the Licensor may recover from the Licensee all damages resulting from the breach, including the cost of reasonable attorney's fees; and
- E. After reentry, the Licensor may relet the premises or any part thereof for any term and may make alterations and repairs to the premises at the Licensees expense.

XIV. ACCESS TO PREMISES

The Licensor shall have unlimited access to the demised premises during the duration of this Agreement. The Licensee shall permit the Licensor or its agents to enter the Premises at all reasonable hours to inspect the premises or make repairs that the Licensee may neglect or refuse to make in accordance with the provisions of this Agreement, and also to show the premises to prospective Licensees.

XV. REPRESENTATIONS BY LICENSOR

Licensee has had adequate time and opportunity to inspect the premises herein described. Having taken the time to inspect the same the Licensee accepts the buildings and improvements and any equipment as is. Except as agreed to

in writing and attached hereto, the Licensee agrees that no representations, statements, or warranties expressed or implied, have been made by or on behalf of the Licensor in respect thereto, and the Licensor shall in no event be liable for any latent defects, unless such defects make the Premises unable to be occupied.

XVI. ASSIGNMENT, MORTGAGE, OR LEASE

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

XVII. SURRENDER OF PREMISES

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

XVIII. CONDEMNATION

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

XIX. NOTICE

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

XX. CONSTRUCTION AND INTERPRETATION

In construing this Agreement, the following rules shall apply:

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

XXI. CORPORATE AUTHORITY

- A. Any individual signing this Agreement on behalf of the Golden Gate Academy represents and warrants that he or she has the full authority to sign this Agreement on behalf of the Golden Gate Academy and the authority to bind the Golden Gate Academy to the terms of this Agreement as voted in the Golden Gate Academy Reorganization Committee meeting on May 11, 2021.
- B. Any individual signing this Agreement on behalf of the Northern California Conference of Seventh-day Adventists represents and warrants that he or she has the full authority to sign this Agreement and bind the corporation to the terms of this Agreement.
- C. Any individual signing this Agreement on behalf of the Licensee represents and warrants that he or she has the full authority to sign this Agreement on behalf of the Licensee and the authority to bind the Licensee to the terms of this Agreement.