



East Bay Innovation Academy

Board Meeting

Date and Time

Monday February 23, 2015 at 7:30 PM PST

Location

3400 Malcolm Ave, Oakland 94605

Agenda

	Purpose	Presenter	Time
I. Opening Items			7:30 PM
Opening items			
A. Record Attendance and Guests			
B. Call the Meeting to Order			
C. Approve Minutes	Approve Minutes		
Approve minutes for Board Meeting on January 14, 2015			
D. Approve Minutes	Approve Minutes		5 m
Approve minutes for Board Meeting on January 30, 2015			
II. Academic Excellence			7:35 PM
Academic Excellence Agenda Stock Description			
A. First Semester Results	Discuss	Devin Krugman	15 m
B. Department Update: History	Discuss	Devin Krugman	10 m
III. Facility			8:00 PM
Facility Agenda Stock Description			
A. Prop 39 Update	Vote	Rochelle Benning	10 m

	Purpose	Presenter	Time
IV. Finance			8:10 PM
Finance Agenda Stock Description			
A. 2014/15 Financial Update	Discuss	Dena Koren	10 m
B. Budgeting Primer	Discuss	Dena Koren	10 m
C. Enrollment Update	FYI	Laurie Jacobson Jones	5 m
V. Development			8:35 PM
Development Agenda Stock Description			
A. Support Organization	Vote		5 m
B. EBIA Spin-a-thon 4/25	FYI	Laurie Jacobson Jones	5 m
VI. Other Business			8:45 PM
A. Associate Head of School	FYI	Devin Krugman	5 m
VII. Closing Items			8:50 PM
A. Public Comment (3 minutes each)	FYI		9 m
B. Adjourn Meeting	Vote		

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on January 14, 2015

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday January 14, 2015 at 8:00 PM

Location

EBIA - 3400 Malcolm Ave, Oakland, CA 94605

Directors Present

Amber Banks, Ken Berrick, Laurie Jacobson Jones, Rochelle Benning (remote), Tali Levy, Tom Pryor

Directors Absent

Gary Borden, Kim Smith

Guests Present

Devin Krugman

I. Opening Items**A. Record Attendance and Guests****B. Call the Meeting to Order**

Laurie Jacobson Jones called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Jan 14, 2015 at 8:03 PM.

C. Approve Minutes

Laurie Jacobson Jones made a motion to approve minutes from the Board Meeting on 12-17-14 Board Meeting on 12-17-14.

Amber Banks seconded the motion.

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

II. Closed session Closed Session - pursuant to Section 54957

A. Record Attendance

Amber Banks, Ken Berrick, Laurie Jacobson Jones, Rochelle Benning (remote), Tali Levy, Tom Pryor all present.

B. Public Employee: Discipline/Dismissal/Release

C. Adjourn Closed Session

Laurie Jacobson Jones made a motion to adjourn closed session.

Ken Berrick seconded the motion.

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

III. Resume Open Session

A. Record Attendance and Guests

Amber Banks, Ken Berrick, Laurie Jacobson Jones, Rochelle Benning (remote), Tali Levy, Tom Pryor all present. Additionally, Dena Koran and Matthew Williams present.

IV. Academic Excellence

A. End of Semester Strategic Plan

Devin Krugman presented a timeline for End of Fall Semester Strategic Planning, specifically for Advisory and Support Structures, Communication and Family Outreach, and Instructional Actions.

B. Intersession

Dave Philhower presented the Board with an update on the upcoming Intersession, and the realities of implementing the schedule. Destiny Arts will be the anchor provider, in addition to providers in industrial arts, sewing & circuitry, visual arts through MOCHA, claymation videos, and woodcarving.

V. Facilities Update

A. Update on Discussions with OUSD

Rochelle Benning briefed the Board on the meeting she and K. Berrick attended with OUSD on facilities.

VI. Finance

A. Monthly Budget vs. Actuals

D. Koran presented an update on the budget. D. Koran addressed the government budget, and presented a Forecast Update on Average Daily Attendance, and Unduplicated Count (part of the Local Control Funding Formula.) Revenue and expenses were as expected in December. D. Koran explained variance in 2014-15 Forecast (95K total change), and January cash flow projection.

VII. Board Expansion Committee

A. Discuss potential new members (if any)

Rochelle Benning presented Matthew Williams as a new potential Board member. Tom Pryor stated that moving forward, the two gaps the Board Expansion Committee is seeking to fill are expertise in fundraising and the instructional model.

Laurie Jacobson Jones made a motion to approve Matthew Williams as member of EBIA Board.

Tom Pryor seconded the motion.

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

VIII. Other Business

A. Consent Agenda

Laurie Jacobson Jones made a motion to approve consent agenda.

Amber Banks seconded the motion.

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

IX. Closing Items

A. Public Comment (if any) 3 minutes per person

There was no public comment.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:45 PM.

Respectfully Submitted,

Tali Levy

Coversheet

Approve Minutes

Section: I. Opening Items
Item: D. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on January 30, 2015

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Friday January 30, 2015 at 2:30 PM

Location

3400 Malcolm Ave, Oakland 94605

Directors Present

Amber Banks, Ken Berrick, Kim Smith (remote), Laurie Jacobson Jones, Matt Williams (remote), Rochelle Benning, Tali Levy, Tom Pryor (remote)

Directors Absent

Gary Borden

Directors who arrived after the meeting opened

Ken Berrick

Guests Present

Devin Krugman

I. Opening Items**A. Record Attendance and Guests****B. Call the Meeting to Order**

Laurie Jacobson Jones called a meeting of the board of directors of East Bay Innovation Academy to order on Friday Jan 30, 2015 at 2:34 PM.

C. Adjourn Open Session

Laurie Jacobson Jones made a motion to adjourn the open session.

Amber Banks seconded the motion.

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

II. Closed session Closed Session - pursuant to Section 54957

A. Record Attendance

Board members present: Amber Banks, Kim Smith (remote), Laurie Jacobson Jones, Matt Williams (remote), Rochelle Benning, Tali Levy, Tom Pryor (remote)

B. CONFERENCE WITH LABOR NEGOTIATORS

Ken Berrick arrived.

Discussion and update led by Laurie Jacobson Jones.

C. Adjourn Closed Session

Laurie Jacobson Jones made a motion to close closed session.

Kim Smith seconded the motion.

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

III. Resume Open Session

A. Record Attendance and Guests

Board members present: Amber Banks, Ken Berrick (remote), Kim Smith (remote), Laurie Jacobson Jones, Matt Williams (remote), Rochelle Benning, Tali Levy, Tom Pryor (remote)

IV. Closing Items

A. Public Comment (if any) 3 minutes per person

There was no public comment.

B. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn meeting.

Ken Berrick seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:32 PM.

Respectfully Submitted,

Tali Levy

Coversheet

First Semester Results

Section: II. Academic Excellence
Item: A. First Semester Results
Purpose: Discuss
Submitted by:
Related Material: EBIA Academic Update Feb 2015.DK.pptx



EAST BAY
INNOVATION
ACADEMY

Academic Update

February 2015 Board Meeting
Devin Krugman

First Half MAP Growth

Grade 6 Means	ALL Fall	ALL Winter	(F) Fall	(F) Winter	(M) Fall	(M) Winter
Math	218.9	225.7 (+6.8)	217.4	224.4 (+7)	220.2	226.8 (+6.6)
Reading	216.8	220.4 (+3.6)	217.8	222.4 (+4.6)	216.1	218.9 (+2.8)
Language	213.4	217.5 (+4.1)	215.6	219.5 (+3.9)	211.7	216 (+5.3)
Science	209.2	212.7 (+3.5)	209.2	211.9 (+2.7)	209.2	213.4 (+4.2)
		AVG = 4.5		AVG = 4.55		AVG = 4.725

KEY

ALL = whole grade

(F) = girls

(M) = boys

Grade 7 Means	ALL Fall	ALL Winter	(F) Fall	(F) Winter	(M) Fall	(M) Winter
Math	227.5	227.9 (+0.4)	222.6	222.2 (-0.4)	230.4	231.4 (+1)
Reading	223.3	224.9 (+1.6)	222.7	225.5 (+2.8)	223.7	224.6 (+0.9)
Language	219.9	217.8 (-2.1)	220.9	216.8 (-4.1)	219.3	218.4 (-0.9)
Science	211.8	214.2 (+2.4)	210.2	211.2 (+1)	212.8	216 (+3.2)
		AVG = 0.575		AVG = -0.175		AVG = 1.05

Color Codes

Lo (0-21st Percentile)

LoAvg (21-40th Percentile)

Avg (41-60th Percentile)

AvgHi (61-80th Percentile)

Hi (81st - 99th Percentile)

Statistical Overview

- Average 6 month growth score is 2-3 RIT points (Statistical error range is an average +/- 2 to 3 points)
- Number represent mean RIT score for given population on given assessment
- AVG represents average growth score for given population across all assessments

General Trends

- Large gains across 6th grade (with one year of growth in math)
- 7th grade fall mean scores overall in higher percentiles, with less growth demonstrated
- Gender discrepancies in math/science and reading/language

Next Steps

- Comparative analysis by race, IEP/504, EL and FRL

First Half Grade Progress

Breakdown by Grade

	A	B	C	D	F
Sixth Grade					
Comp Sci	50%	26%	16%	5%	3%
ELA	36%	36%	17%	9%	2%
Fitness	53%	31%	8%	7%	1%
History	49%	25%	16%	6%	4%
Math	14%	32%	28%	11%	14%
Science	18%	33%	30%	8%	11%
Seventh Grade					
Comp Sci	60%	27%	7%	2%	4%
ELA	51%	23%	17%	7%	1%
Fitness	46%	34%	12%	6%	1%
History	26%	34%	18%	9%	13%
Math	26%	42%	26%	5%	1%
Science	17%	50%	24%	1%	7%

Breakdown by Gender

	A	B	C	D	F
Female					
Comp Sci	47%	36%	10%	3%	4%
ELA	47%	29%	16%	7%	1%
Fitness	63%	23%	9%	5%	0%
History	45%	28%	13%	5%	9%
Math	17%	33%	30%	9%	11%
Science	24%	38%	24%	7%	8%
Male					
Comp Sci	58%	20%	15%	5%	3%
ELA	38%	33%	18%	10%	2%
Fitness	42%	39%	10%	7%	2%
History	38%	28%	19%	8%	7%
Math	19%	37%	26%	9%	9%
Science	13%	40%	30%	5%	11%

Initial Observations

- 6th grade pass rate outliers in math and science
- 7th grade pass rate outlier in history
- Somewhat consistent pass rates by gender
- Spring academic updates – Wednesday schedule, revision policy, accelerated math
- Comparative analysis in March by race, IEP/504, EL and FRL



EAST BAY
INNOVATION
ACADEMY

Closer Look: History Department

February 2015 Board Meeting
Paul Meyer and Glenn Katzman

Grade 6 Overview

- **Course Question:** How do communities survive and thrive?
- **Capstone:** Trace how E.B.I.A. has survived and thrived this past year → what should we do differently moving forward?
- **Core Skills:** Reading, Writing, Summarizing, Image Analysis, Metacognition,
- **Pedagogy:** Less teacher-focused and more student-directed; brief lecture followed by teacher support; group projects with some student choice
- **MAP Data Focus:** Informational Text, Writing: Plan, Organize, Develop, Revise, Research
- **Instructional Resources:**
 - T.C.I. History Alive!: Lesson samples and documents
 - 1997 Standards and Common Core Standards: Justification and Reasoning
 - S.H.E.G.: Developed by Stanford; graduate students, RAs, teachers, etc.
 - ELA: Close collaboration with ELA in terms of planning, MAP data, etc.
 - Devin Krugman: Frequent check-ins on scope and sequence with a veteran teacher

Coversheet

Prop 39 Update

Section: III. Facility
Item: A. Prop 39 Update
Purpose: Vote
Submitted by:
Related Material: term sheet EBIA 2.20.15.pdf
Prelim Offer-EBIA-1.pdf

BACKGROUND:

The following offers have been received from OUSD.

OFFICE OF THE GENERAL COUNSEL

February 20, 2015

Letter of Intent to Enter Into In Lieu of Proposition 39 Agreement with East Bay Innovation Academy

The Oakland Unified School District (the "District") affirms its intent to enter into In Lieu of Proposition 39 Agreement with East Bay Innovation Academy ("EBIA"), at the former Marshall Campus, 3400 Malcolm Avenue, Oakland, California 94605 to commence July 1, 2015. By entering into this Agreement, EBIA waives any rights under Proposition 39 (Education Code Section 47614, as amended) for the term of this Agreement.

The Parties, in entering into this Letter of Intent, agree as follows:

1. Condition of Premises.

- a. The Premises are leased to EBIA on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to this Agreement, EBIA accepts the Premises in "AS IS" condition.
- b. EBIA acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for EBIA's Activities.

2. **Title to School Site(s) /Classroom Buildings.** The Parties acknowledge that title to the Premises is held by District
3. **Premises:** See Attachment A (Attachment B to the February 1, 2015 Preliminary Prop 39 Offer for the 2015-16 school year.)
4. **Use:** Public Charter School
5. **Agreement Term:** The Term shall be one (1) year, for the period from July 1, 2015 to June 30, 2016, with the option at EBIA's discretion to extend the term one additional year upon notification to the District no later than January 5, 2016. The Parties acknowledge that the 2016-17 school year is expected to be the last year EBIA can occupy the Premises due to anticipated growth. The Parties will schedule meet and confers commencing in the summer of 2015 to begin to plan for the anticipated need to relocate the school, including the possible further development at the Site. The District, at this time can make no comments as to the availability of any site beyond 2016-17 for use by EBIA.

February 19, 2015

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6. **Agreement Commencement: July 1, 2015**

7. **Facility Use Fee:** For 2015-16 shall be \$4.52 per square foot, based upon 27,428 square feet or a total \$123,974. If EBIA exercises the option to extend the term for the 2016-17 school year, the Facility Use Fee for the option year shall be the same as for the 2015-16 school year.

8. **Custodial Services:** EBIA may at its option self-procure custodial services

9. **Payment Schedule:** Each year's rent shall be paid in four installments: 25% by October 1, 25% by December 1, 25% by April 1, and 25% by July 1.

10. **Utilities:** Utility charges are not included in the Facility Use Fee. EBIA shall for all utilities charges. For purposes of this Agreement, utilities include water, irrigation, gas, electricity, telephone, security and fire alarm monitoring, data and communication lines and service, trash pick-up, and sewage fees.

11. **Tenant Improvements:** N/A

12. **Maintenance and Repairs during the Term of the Agreement**

As provided in Section 16 of the February 1, 2015 Preliminary Prop 39 Offer.

13. **Indemnification and Insurance**

As provided in Sections 21 and 22 of the February 1, 2015 Preliminary Prop 39 Offer.

14. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary**

Exclusion: The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or CONTRACTOR according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, verifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

15. **Final Agreement**

The Parties agree that the final Agreement shall be submitted for approval by the OUSD Board of Education at its meeting on March 11, 2015.

16. **No Assignment or Subletting.** EBIA shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber this Agreement or sublet all or part

of

the Premises without District's consent. Any purported transfer shall be void and shall, at District's election constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.

February 19, 2015

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OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

Antwan Wilson, Superintendent & Secretary, Board of Education

APPROVED AS TO FORM:

Jacqueline Minor, General Counsel

CHARTER SCHOOL

By: _____
Rochelle Benning

Title: _____

DRAFT



OFFICE OF CHARTER SCHOOLS

January 30, 2015

East Bay Innovation Academy
3400 Malcolm Ave.
Oakland, CA 94605

**RE: Proposition 39 Preliminary Facility Offer for 2015-2016 Academic Year
("Preliminary Facility Offer")**

Marshall-3400 Malcolm Ave., Oakland CA 94605

Dear Rochelle Benning:

The Oakland Unified School District (OUSD) is pleased to make the following Preliminary Facility Offer to East Bay Innovation Academy ("Charter School").

2015-2016 PRELIMINARY FACILITY OFFER

OUSD received facility requests from many charter schools operating in Oakland and OUSD has identified an inventory of facility spaces that are available to fulfill these requests. To the extent possible, OUSD has attempted to match Charter School's facility request with space available based on the compatibility of the following considerations:

- The quantity of classroom space requested
- The grades served by the program
- The grades served by other programs, if so-located
- The school program and any identified special features
- The location requested

This Preliminary Facility Offer to East Bay Innovation Academy is for facilities located at Marshall and is described in the enclosure under **ATTACHMENT "B"**. This Preliminary Facility Offer is for a period of one year term and is a facility at which Charter School would be the sole occupant.

OUSD's Proposition 39 Final Facility Offer may be conditioned on Charter School terminating any current Proposition 39 facility use agreement with the District. Although OUSD's Final Facility Offer will be more detailed, OUSD does not now anticipate that the final offer will differ significantly from this Preliminary Facility Offer. However, given the number of facilities requests received and preliminary offers made, changes to this Preliminary Facility Offer may be necessary.

FACILITY USE RATE

If Charter School accepts this Preliminary Facility Offer, Charter School will be charged a facility use rate that represents the Charter School's pro-rata share of OUSD's general fund expenditures for facilities costs for the Charter School's use of the facilities, as allowed by statute and regulations ("Pro Rata Share").

The Charter School's Pro Rata Share includes the Charter School's use of classrooms and administration space, shared access to special classrooms and non-classroom space. There



OFFICE OF CHARTER SCHOOLS

may be additional pro-rata charges for services provided to the entire facility, such as computer network access (for phone and Internet), custodial services, sewer charges, and gas, water and electricity. Charter School will also be charged for any additional or extended service provided to Charter School. The charge for additional or extended services shall be the actual cost to OUSD in providing the services.

The terms and charge for any additional services will be included in the final Facility Use Agreement.

RESPONSE

If Charter School intends to accept this Preliminary Facility Offer, Charter School must return the enclosed form of Response to the Preliminary Facility Offer by mail or personal delivery **on or before 5:00 p.m. March 2, 2015** at the following address:

Oakland Unified School District
Office of Charter Schools
Attention: Kamala Puligandla

MAIL OR PERSONAL DELIVERY:
Tilden School
4551 Steele Street, Rm. 9
Oakland, CA 94619

PLEASE NOTE FAILURE TO REPLY TO THIS PRELIMINARY FACILITY OFFER AS REQUIRED WILL BE TREATED AS A DECLINATION OF THE OUSD PROPOSITION 39 FACILITY OFFER FOR 2015-2016.

After receipt of Charter School's Response to the Preliminary Facilities Offer, the Office of Charter Schools will contact Charter School to schedule a meeting with the host school principals and/or other district staff. **UNDER NO CIRCUMSTANCES SHALL CHARTER SCHOOL CONTACT OR VISIT THE OFFERED SCHOOL SITE INDEPENDENT OF THE OFFICE OF CHARTER SCHOOLS.**

Sincerely,

Silke Bradford
Office of Charter Schools

Enclosures

cc: David Montes de Oca, Deputy Chief | Continuous School Improvement
Silke Bradford, Director of Quality Diverse Providers
Timothy White, Deputy Chief | Division of Facilities Planning & Management
Jacqueline Minor, OUSD General Counsel
Cate Boskoff, OUSD Facilities Counsel
Tadashi Nakadegawa, Director of Facilities Management



OFFICE OF CHARTER SCHOOLS

PROPOSITION 39 PRELIMINARY FACILITIES OFFER

This document is part of the Oakland Unified School District’s preliminary offer of a one year facility use to East Bay Innovation Academy of 12 teaching stations and exclusive use of Marshall, to serve the charter school’s projected in-district student Average Daily Attendance of 255.08 in grades 6-8 in school year 2015-16.

§11969.9 Preliminary Offer Elements																
Projections of in-district classroom ADA on which the proposal is based	255.08															
The specific location or locations of the space	SEE ATTACHED MAP. NOTE THAT THE SPECIFIC IDENTIFIED SPACE IS PRELIMINARY AND IS SUBJECT TO CHANGE. Classroom Allocation: 12 teaching stations and exclusive use															
All conditions pertaining to the space, including a draft of any proposed agreement pertaining to the charter school’s use of the space	SEE ATTACHMENT “A” <i>DRAFT</i> Facilities Use Agreement															
The projected pro rata share amount of the description of the methodology used to determine that amount	Annual Pro Rata Share Amount per Square foot: \$ 4.52 Facility use allocation: 27, 428 sq. feet (estimated) Total Annual Pro Rata Share: \$ 123,974.56 The methodology for calculating pro rata share amount is set forth in the CA Code of Regulations, Title 5, Division 1, Chapter 11, Supchapter 19, Article 3 §11969.7 <u>Charges for Facilities Costs</u> (attached). Please refer to the attached Excel spreadsheet prepared by OUSD, which calculates the pro rata share of facilities costs for the 2015-16 term.															
List and description of comparison group schools used in developing preliminary proposal	Comparison Schools: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3" style="text-align: center;">Skyline HS (6-8)</th> </tr> <tr> <th style="text-align: center;">Comparison School</th> <th style="text-align: center;">Loading Ratio</th> <th style="text-align: center;">Grades</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Bret Harte (206)</td> <td style="text-align: center;">27.56</td> <td style="text-align: center;">6-8</td> </tr> <tr> <td style="text-align: center;">Montera (211)</td> <td style="text-align: center;">27.10</td> <td style="text-align: center;">6-8</td> </tr> <tr> <td style="text-align: center;">Average</td> <td style="text-align: center;">27.33</td> <td></td> </tr> </tbody> </table>	Skyline HS (6-8)			Comparison School	Loading Ratio	Grades	Bret Harte (206)	27.56	6-8	Montera (211)	27.10	6-8	Average	27.33	
Skyline HS (6-8)																
Comparison School	Loading Ratio	Grades														
Bret Harte (206)	27.56	6-8														
Montera (211)	27.10	6-8														
Average	27.33															
Description of the differences between the preliminary proposal and the charter school’s	<u>The charter school’s facilities request includes:</u> Technology infrastructure; great room; teaching															



OFFICE OF CHARTER SCHOOLS

<p>facilities request as submitted pursuant to subdivision (b)</p>	<p>neighborhoods (clustered seminar rooms with adjoining common area and teaching team office); project studios; laboratories; indoor/outdoor connection; venues for display; education specialist offices; offices/reception; food service area; fitness facility <u>OUSD's preliminary offer includes:</u> 12 teaching stations and exclusive use</p>
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Attachments:

- Attachment "A" – Prop 39 Facilities Use Agreement – Template January 2015
- Attachment "B" - Preliminary Facility Offer – FACILITY LOCATION
- Attachment "C" – Charter School Facilities Guide
- Attachment "D" – Pro Rata Share Charge Worksheet – DEDICATED SPACE / SHARED SPACE
- Attachment "E" – Pro Rata Share Implementing Regulations: CCR, Title 5, Division 1, Chapter 11, Supchapter 19, Article 3 §11969.7 Charges for Facilities Costs



OFFICE OF CHARTER SCHOOLS

CHARTER SCHOOL RESPONSE TO PROPOSITION 39 PRELIMINARY FACILITY OFFER

Check one of the following and return the form to the Office of Charter School Office of Charter Schools, Tilden School, Room 9, 4551 Steel Street, Oakland, CA 94619 by 5:00 p.m. on March 2, 2015.

The Charter School **is** interested in the facilities offered in the Preliminary Offer.

Contact Name _____
Title or Position _____
Address _____

Telephone _____ **Fax** _____
Email _____

The Charter School is **not** interested in the facilities offered in the Preliminary Offer.

Signature

Date

Printed Name, Title

FAILURE TO REPLY BY THIS TIME AND DATE WILL BE TREATED AS A DECLINATION OF THE 2015-2016 PROPOSITION 39 PRELIMINARY OFFER.

Contact Kamala Puligandla at the Office of Charter Schools at (510) 336-7572 with any questions regarding the Preliminary Facility Offer.

ATTACHMENT "A"

**[DRAFT] FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND _____
FOR USE OF CLASSROOM SPACE FOR EDUCATIONAL PURPOSES AT
_____ LOCATED WITHIN THE BOUNDARIES OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

THIS FACILITIES USE AGREEMENT ("Agreement") is made this ____ day of _____, 2015 by and between the **OAKLAND UNIFIED SCHOOL DISTRICT**, a California public school district ("District"), and _____, a California non-profit public benefit corporation ("Charter School"). District and Charter School may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter approved by _____ under the laws of the Charter Schools Act of 1992 (Education Code § 47600 *et seq.*) serving students in ____ (____) through ____ (____) grade in the 20__-20__ school year; and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations ("Proposition 39"), on or about _____, 2015, the District Board of Trustees made a written final offer to provide the Charter School with facilities for its in-District students for the 2015-2016 school year; and

WHEREAS, the District and Charter School enter into this Agreement wherein the District and Charter School mutually agree that the Charter School will occupy classrooms and use facilities (the "Premises"), as particularly described in Exhibit A and located at _____, Oakland, California, _____ (the "School Site"), commencing with the 2015-2016 school year, under Proposition 39 and consistent with California Code of Regulations, tit. 5, section 11969.1 *et seq.*

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **Use of Premises.** District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School's educational program in accordance with all applicable federal, state and local regulations relating to the Premises and to the operation of Charter School's educational program. Charter School shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.
 - 1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be

used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.

- 1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.
- 1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility.
- 1.4. If required, Charter School shall obtain a use permit from the City in which the School Site is located for Charter School's use throughout the Term. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances. During the Term, Charter School shall comply with all District policies and procedures regarding the use and occupation of District facilities, including but not limited to Campus Security and Disruptions. Charter School shall comply with the District's most recently published policies and procedures, which are accessible at www.OUSD.k12.ca.us under dropdown menu "Governing Board", "Board Policies".
- 1.5. Charter School shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the Charter School sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.
- 1.6. **Civic Center Act.** Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq.*) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and, as such, any use of the Premises by the Community shall not interfere with Charter School's educational program. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to the District. District shall be responsible for coordinating access to the Premises under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to the District.

2. Term.

- 2.1. The term of this Agreement shall be for **one year**. The commencement date shall be _____, 2015, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on _____, 2016

("Term"). However, the Parties agree that Charter School shall take possession of the Premises on a date to be mutually agreed upon between the Parties. The Premises will be made available to Charter not later than _____, 2015.

3. Pro Rata Share Charge.

3.1. For and in consideration of the use of the Premises for the Term of the Agreement Charter School agrees to pay District the following sums ("Pro Rata Share") under California Code of Regulations, Title 5, section 11969.7:

\$ _____ per square foot. Based on Charter School's square footage of _____ SF, the Pro Rata Share is \$ _____ annually or \$ _____ monthly.

The parties acknowledge that the District is basing Charter School's pro-rata share of facilities costs based on the _____ SF figure contained in the District's _____, 2015 Final Offer of Facilities. The total square footage of the Premises occupied by charter school under this Agreement is _____ SF. However, the District will base the pro-rata share on the square footage used in the Final Offer.

3.2. Charter School understands that, in consideration of the District providing ongoing operations and maintenance of the facilities on the Premises, the District may include facilities costs related to operations and maintenance in the calculation of the pro-rata share.

3.3. The Pro Rata Share for the first month shall be due upon the first date of use or occupation of the Premises by Charter School. Thereafter, the Pro Rata Share shall be due on the first of each month until the expiration or termination of the Agreement.

3.4. Charter School shall promptly pay to District the Pro Rata Share on the first day of each month in advance during the Term of the Agreement, without deduction, setoff, prior notice or demand.

3.5. Charter School acknowledges that late payment by Charter School to District of the Pro Rata Share and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Pro Rata Share or any other sum due from Charter School by 4:00 p.m. within ten (10) days after the Pro Rata Share is due, Charter School shall pay to District, as additional sums due, a late charge equal to five percent (5%) of the overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that any late charge assessed to Charter School shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late sums by District shall in no event constitute a waiver of Charter School's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

4. **Over-Allocation.** The District reserves the right to collect over-allocation and other applicable fees and reimbursements from Charter School, pursuant to California Code of Regulations, Title 5, section 11969.8. The Charter School’s projected in-District Average Daily Attendance (“ADA”) for the 2015-2016 school year, and upon which the Premises are provided is _____.

5. **Utilities.** District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling and water services. The District’s failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Charter School shall comply with all District energy conservation policies relating to use of the Premises.

6. **Furnishings and Equipment.** The District shall provide, in accordance with the Proposition 39 regulations, furnishings and equipment at the Premises for _____ ADA. These furnishings and equipment shall remain the property of the District. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with California Code of Regulations, Title 5, section 11969.3. The District and the Charter School shall develop a mutually agreeable inventory of furnishings and equipment that will be located at the Premises. District shall only be obligated to replace furnishings and equipment supplied by the District in accordance with District established schedules and practices.

7. **Relocation of Charter School.** Notwithstanding anything to the contrary in this Agreement, District shall have the right to re-locate Charter School to other buildings on the School Site, or at another location, based on District’s need to accommodate multiple programs and occupants (“Relocation”). The need for any Relocation shall be in accordance with California Code of Regulations, Title 5, section 11969.5 and shall be at District’s sole discretion. District shall provide Charter School with reasonable notice of any intended Relocation so that Charter may make necessary preparations for Relocation. Any Relocation shall be to reasonably equivalent facilities and at the same Pro-Rata Share then existing, as adjusted in order to accommodate differences in square footage. If Relocation is necessary, District shall, at its own expense, arrange to have Charter School’s personal property moved to the new facilities. Charter school shall be responsible for packing and unpacking its personal property for any Relocation. The Parties may, by mutual agreement, negotiate the cost of Relocation of Charter School.

8. **Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services, if any.

9. **[if applicable]Shared School Site(s) and Recreational Facilities.** Charter School acknowledges and understands that the Premises are located in an operating public school site. As such, the School Site and the playgrounds, common areas, parking, recreational facilities and other outdoor play areas (collectively “Shared Space”) will be used by other parties, including the

District. Charter School shall cooperate with the other parties and the District in reaching amicable arrangements concerning the use, maintenance and security of the Shared Space.

10. Parking. Charter School shall have non-exclusive use of the parking lot located on the School Site. Charter School shall abide by District's policies concerning the use of the parking lot, including the District policy relating to the drop-off and pick-up of students. Charter School's use of the parking lot shall be on a first-come, first-serve basis but shall not unreasonably impact other occupants with similar access rights including _____. Charter School may instruct its visitors, invitees and guests to park in the parking lot located on the School Site or on available street parking. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees and guests, or for any damage to or destruction or loss of any of Charter School or Charter School's visitors, invitees, or guests' personal property located or stored in the parking lots, street parking, or the School Site, except where such damage is caused by the District's negligence or misconduct. Charter School accepts parking "as is" and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.

11. Condition of Premises.

11.1. The Premises are allocated to Charter School on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. District shall, however, remain responsible for compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards, but only to the extent the compliance would be required of District without regard to Charter School's use of the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises in "AS IS" condition and acknowledges and agrees the Premises are "reasonably equivalent" as that term is defined in Proposition 39.

11.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises for Charter School or Charter School's Program. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind the District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

11.3. The Parties agree that if the structural elements of the Premises become damaged to a lesser condition than currently exists, and if the structural damage is due to no fault or negligence of Charter School, then District will repair the damage in order to bring it back to a condition which is similar to the condition which exists at the time Charter School takes possession of the Premises. District may, however, terminate this Agreement if the cost to repair the Premises exceeds One Hundred Fifty Thousand dollars (\$150,000) per incident. District may, in its sole discretion, pro-rate the Pro Rata Share during the "repair" period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities. If District elects not to perform a

repair estimated to cost in excess of One Hundred Fifty Thousand dollars (\$150,000), Charter School may elect to remain in possession of the Premises and pay the Pro Rata Share, unless revised through mutual agreement of the Parties, or Charter School may elect to terminate this Agreement.

- 11.4. As used in the Agreement, the term "structural elements of the building" are defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of Charter School.

12. Title to School Site(s) / Classroom Buildings. The Parties acknowledge that title to the School Site and Premises is held by District.

13. District's Entry and Access to Premises. District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"); or to perform deferred maintenance in or on the Premises in a manner so as not to disrupt the normal classroom and school activities; provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School immediately upon District's receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.

- 13.1. If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.

- 13.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement or the Charter School's charter, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District in shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.

- 13.3. District may, during the progress of such work, keep and store on the Premises all necessary materials, tools, supplies and equipment. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.
- 13.4. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, custodial services, or conduct inspections of the Premises. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.
- 13.5. Charter School expressly waives any claim for damages for any inconvenience to or interference with the Charter School's educational program, any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section.

14. Surrender of Premises, Furnishings and Equipment.

- 14.1. On the last day of the Term, or on sooner termination of this Agreement, Charter School shall surrender the Premises, Furnishings and Equipment to District and any existing improvements in good order, condition and repair, free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. The condition of the Premises when surrendered shall be similar to that existing as of the Commencement Date of this Agreement excepting normal ordinary wear and tear and any structural improvements made by District subsequent to the Commencement Date. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.
- 14.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School and which may be removed without irreparable or material damage to the Premises. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect.
- 14.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned property shall be the responsibility of the Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.

- 14.4. **Holding Over.** If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School’s occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.
- 14.5. No payment of money by Charter School after the termination of the Agreement, or after the giving of notice of termination by the District to the Charter School, shall reinstate, continue or extend the Term.
15. **Taxes and Assessments.** Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School’s legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School’s alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises’ address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Nothing in this Section shall be construed to override the requirement in the Section “Title to and Removal of Charter School’s Improvements/Premises; Equipment Requirements” of this Agreement that Charter School obtain the express written consent of the District to perform any improvements on the site, unless expressly permitted by this Agreement.
16. **Maintenance.**
- 16.1. **Routine Repair, Cleaning and General Maintenance.** District shall be responsible for the routine repair, cleaning and general maintenance of the Premises and any furnishing or equipment provided to Charter School. For purposes of the Agreement, “routine repair, cleaning and general maintenance” shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. District shall also be responsible for ongoing operations and maintenance of the facilities on the Premises as defined in California Code of Regulations, Title 5, section 11969.4(b). The District shall only be obligated to perform routine repair, cleaning and general maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites.
- 16.2. **Deferred Maintenance.** District shall be responsible for the major maintenance of the Premises. For purposes of the Agreement, “major maintenance” includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance and shall also be the responsibility of District. The District shall only be obligated to perform deferred maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites.

17. Title to and Removal of Charter School's Improvements / Premises; Equipment Requirements.

- 17.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from the District. For District consent and approval, Charter School's Improvements must be considered necessary to the operation of Charter School's educational program.
- 17.2. Charter School shall at its expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act ("CEQA"), any necessary approvals from any local authority including any Site(s), grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies. To the extent that the District assumes lead agency status for any "project" under CEQA related to the provision of facilities under this Agreement, Charter School agrees to reimburse the District for any and all costs and expenses related to achieving compliance with CEQA.
- 17.3. Any modifications to the Premises must be approved in writing in advance by District. Charter School's contractor must be approved in advance by District. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California. Charter School shall be solely responsible for maintaining the Premises and Charter School's Improvements installed thereon during the Term of this Agreement, including any extensions, and for compliance with all applicable laws or ordinances, rules and regulations.
- 17.4. Under all circumstances, Charter School must seek and receive approval from the Division of the State Architect for any of Charter School's Improvements.
- 17.5. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of the District.
- 17.6. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements within the Premises, and from the cost of defending against such claims, including attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:
 - 17.6.1. Record a valid Release of Lien; or
 - 17.6.2. Deposit sufficient cash with the District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any

subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

17.6.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

17.7. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If the District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If the District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.

18. Safety of Premises. The School Site, including the Premises, may be monitored by a safety system or protocol implemented, maintained and operated by District ("District's Safety Measures"). However, Charter School specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Premises. Charter School further expressly acknowledges and agrees that District shall not be liable for and is hereby released from any and all responsibility for any damage, loss, or injury to Charter School or its personal property resulting or arising out of any criminal activity (including, but not limited to, any damage, loss, or injury resulting from intrusions, petty theft, vandalism, or other similar acts) that may occur on or near the Premises, regardless of whether District was able to, actually did, or failed to provide notice to Charter School of a safety incident or situation occurring on the Premises which led to the damage, loss, or injury. District makes no warranties or representations as to the safety or security of Charter School, the Premises, the School Site, or District's Safety Measures. Unless expressly agreed to by District and Charter School, Charter School shall be responsible, at its sole cost, for supplying, providing, establishing, maintaining, and operating its own safety measures, protocols, personnel, or systems to encourage and ensure the security of Charter School, its agents, officers, employees, licensees and invitees, and the Premises ("Charter School's Safety Measures"); provided, however, that Charter School must obtain prior written approval from District prior to employing Charter School's Safety Measures and provided that all of Charter School's Safety Measures are compatible with District's safety system or protocol.

19. Fingerprinting and Criminal Background Verification. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Saf. Code § 1500 *et seq.*). Charter School shall provide written verification of compliance with the fingerprinting and criminal background investigation requirements to District prior to Charter School taking possession of the Premises and prior to conducting its educational program on the Premises.

20. Default.

20.1. **Charter School's Default.** The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:

20.1.1. The failure of Charter School to promptly pay the Pro Rata Share or other fees identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School; provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the three (3) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

20.1.2. The revocation or non-renewal of the Charter School's charter, upon exhaustion of any administrative, non-judicial appeals as provided under Education Code sections 47605 or 47607;

20.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

20.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises;

- 20.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of the Agreement of a petition to have Charter School or any guarantor of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days;
- 20.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, or any other agreement to which Charter School and District are parties, which is false or misleading in any material respect when made or furnished; or
- 20.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Pro Rata Share and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

- 20.2. **District's Default.** District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion.
- 20.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. District shall then have the right to cure the default, and District shall not be deemed in default if it cures the default within thirty (30) days after receipt of the notice of the default, or within a longer period of time as may reasonably be necessary to cure the default.

21. Indemnification. To the fullest extent permitted by California law, Charter School shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs (collectively "Claims"), directly or indirectly arising out of, on account of, connected with, or resulting from, the operation, condition, use or occupancy of the Premises, all improvements thereon, and all areas appurtenant thereto, with the exception of any Claims caused by the negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against the Indemnified Parties, Charter School shall defend the Indemnified Parties at Charter School's sole expense. This Agreement is made on the express condition that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of the Charter School, its agents, officers, employees, licensees and invitees. Charter School shall keep the Premises and the School Site clear of all liens, encumbrances and/or clouds on District's title to any portion of the Premises and the School Site.

22. Insurance.

22.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

22.2. Charter School acknowledges that the insurance to be maintained by District on the School Site will not insure any of Charter School's property or improvements made by Charter School.

22.3. Charter School shall, at Charter School's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars (\$2,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of One Million dollars (\$1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

22.3.1. Not be canceled or altered without thirty (30) days' prior written notice to District;

22.3.2. State the coverage is primary and any coverage by District is in excess thereto;

22.3.3. Contain a cross liability endorsement; and

22.3.4. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

22.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. In the event of loss or damage to the School Site, the buildings, the Premises or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

22.4.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Charter School shall be charged to Charter School.

22.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

23. Signs. Charter School may, at Charter School's sole cost, have the right and entitlement to place an onsite sign on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in

compliance with the local ordinances pertaining thereto. In connection with the placement of any of Charter School’s signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School’s signs.

- 24. **Notice.** Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

DISTRICT:

Oakland Unified School District

ATTN: _____

CHARTER SCHOOL:

Attn: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

- 25. **Subcontract, Assignment and Sublease.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District’s election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.
- 26. **Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.
- 27. **Independent Contractor Status.** The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
- 28. **Entire Agreement of Parties.** The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties.

- 29. California Law.** The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Santa Clara County.
- 30. Compliance with All Laws.**
- 30.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises or School Site and Charter School's use thereof, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").
- 30.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.
- 30.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et. seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 30.4. **Notice of Hazardous Substance.** Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 30.5. **Inspection.** District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than ten (10) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.
- 30.6. **Indemnification.** Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section.
31. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
32. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
33. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
34. **Counterparts.** The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

- 35. **Captions.** The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
- 36. **Severability.** Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
- 37. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 38. **Authorization to Sign Agreement.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.
- 39. **Full Satisfaction of Proposition 39/Release of Claims.** Charter School agrees that this Agreement is a negotiated agreement and agrees to waive its right to bring a legal action for the 2015-2016 school year based on any claims arising out of or relating to alleged compliance or noncompliance with Education Code section 47614 and the Proposition 39 regulations. This waiver does not extend to the obligations set forth in this Agreement.

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education	Date
---	------

Antwan Wilson, Superintendent/Secretary, Board of Education	Date
---	------

CHARTER SCHOOL

By:	Date
Its: _____	

APPROVED AS TO FORM:

Jacqueline P. Minor General Counsel

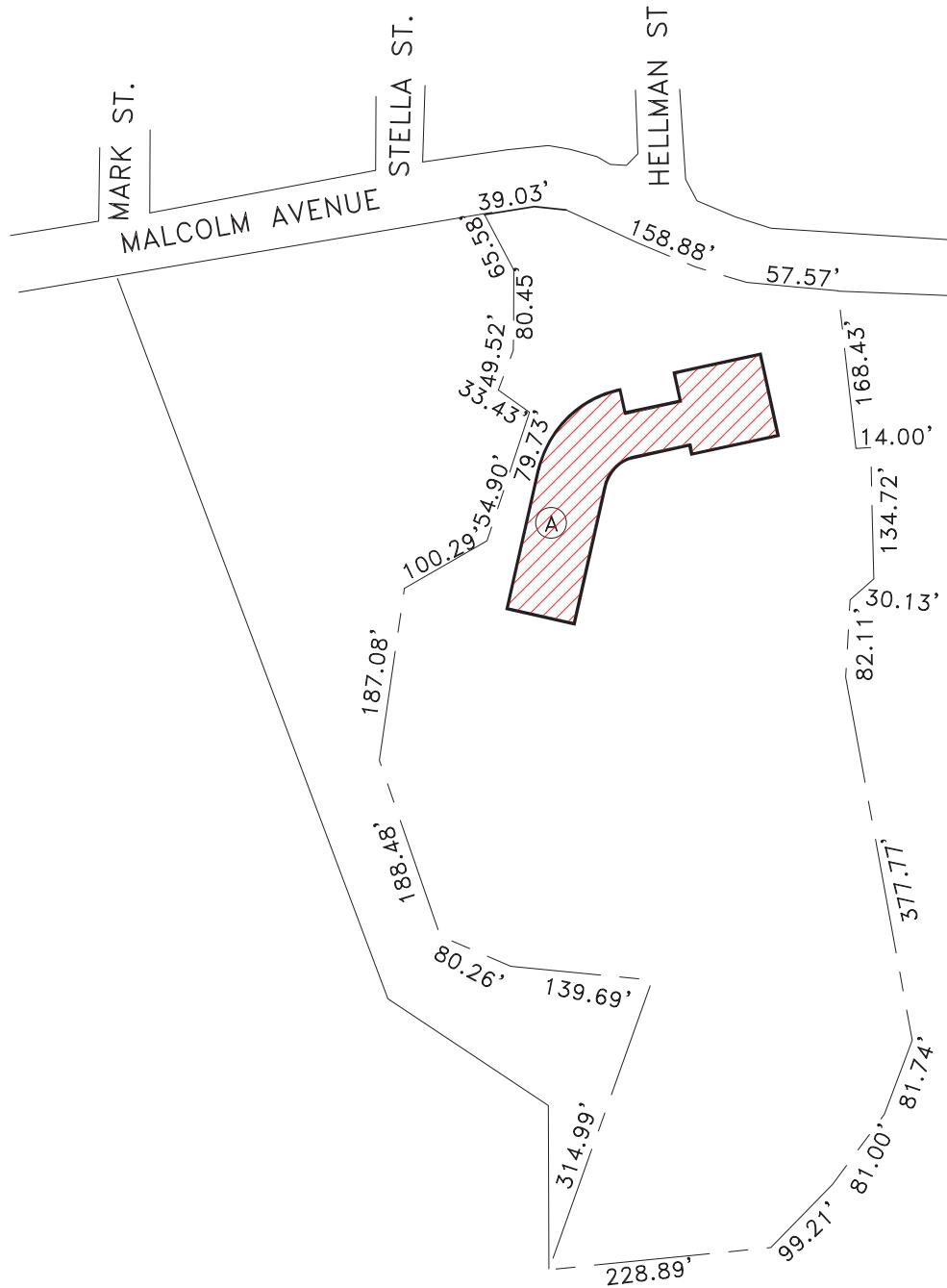
Date

DRAFT

Exhibit "A"
DESCRIPTION OF PREMISES AND SITE

The Premises that are being allocated to Charter School shall consist of approximately _____ square feet of space located in the room(s) and area(s) as depicted on the attached School Site maps.

DRAFT



FACILITY MAP - PRELIMINARY OFFER

Not drawn to scale



EXCLUSIVE USE 174 - Thurgood Marshall Elementary School - Site Plan



SHARED USE

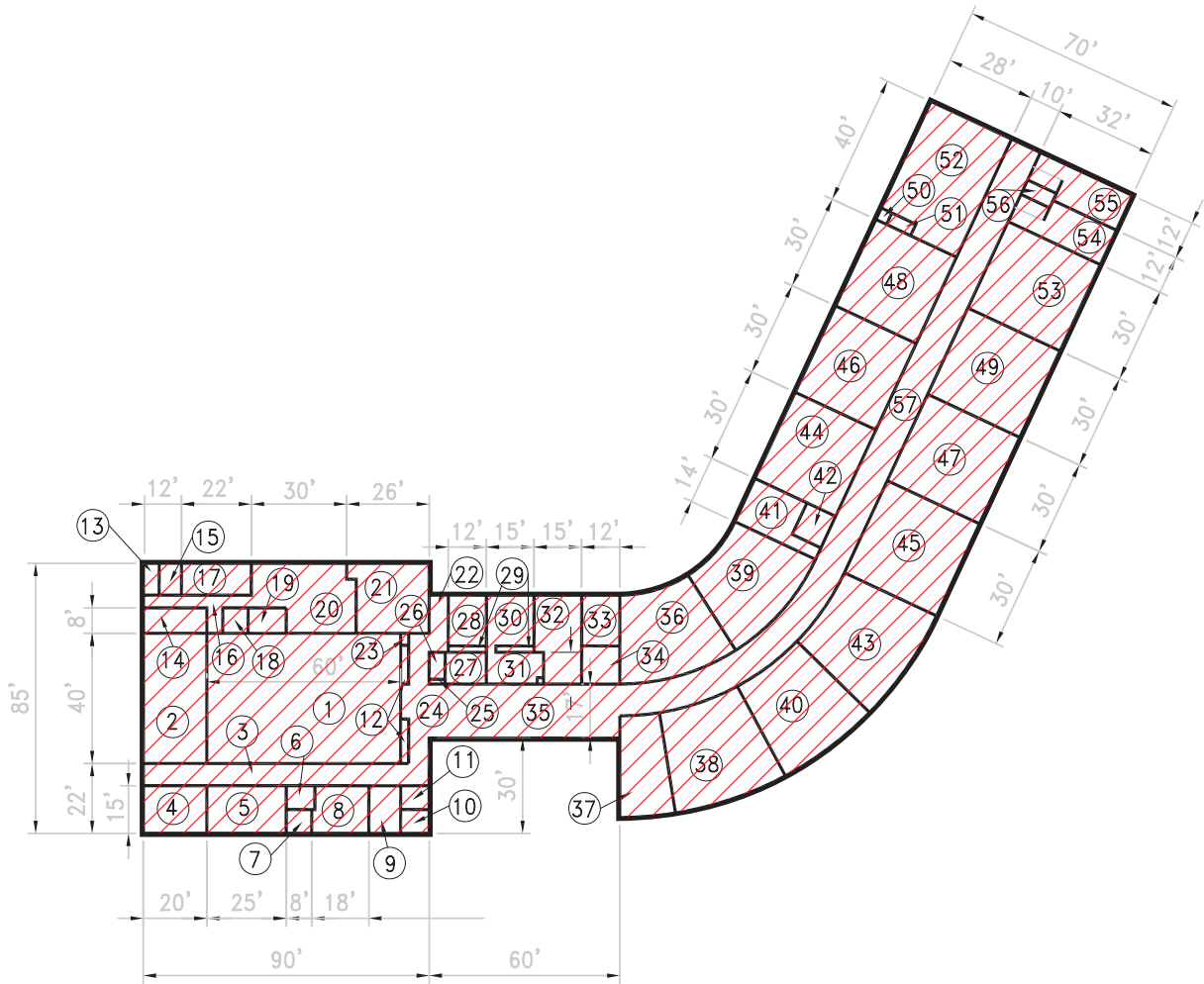
3400 Malcolm Avenue - Oakland, CA 94605-5353

MKTHINK

Roundhouse One, 1500 Sansome Street, San Francisco, CA 94111
mkthink.com 415 402 0888

2011





Not drawn to scale

174 - Thurgood Marshall Elementary School - Unit A

3400 Malcolm Avenue - Oakland, CA 94605-5353

MKTHINK

Roundhouse One, 1500 Sansome Street, San Francisco, CA 94111
mkthink.com 415.402.0888

2011





Guide for Charter Schools in Oakland Unified School District Facilities 2014-15

Important Contact Information:

- OUSD Buildings & Grounds: 955 High Street Oakland, CA 94601
Phone: (510) 535-2717 (Main) / (510) 535-2718 (Work Control Center)
Fax: (510) 436-6264
- OUSD Office of Charter Schools: 4551 Steele Street, Main Building, Rm. 9, Oakland, CA 94619
Phone: (510) 336-7572



OFFICE OF CHARTER SCHOOLS

Buildings & Grounds Work Order Protocol

Please note: work orders are to be placed by designated Site Staff only. Please designate a minimum number of staff responsible for placing work orders so as to minimize confusion and the opportunity for miscommunication.


1. Contact work control center at (510) 535-2718 with the following information:
 - a. Site Name (Site Number if applicable)
 - b. Contact Name and Phone Number
 - c. Exact nature of request (i.e. 2 light fixtures broken/missing in room 2 Main Building vs. replace light fixtures) – Please specify if EMERGENCY
 - d. Specific location (Building/Room Number/Area)
 - e. Obtain your Work Order number; this is critical for tracking your order


Work Control Hours are Monday through Friday, 7:30am – 4:00pm

1. If there is an emergency and there is no answer, contact the Main Office: (510) 535-2717.
2. If it is after hours (for emergency only), contact On-Call Manager: (510) 277-7284.

The Work Control Center has the responsibility of evaluating and assigning a priority level to all work requests. General Priority Levels and Time Lines are as follows¹:

1. Emergency Requests: same day response whenever possible or next business day, depending on nature of problem and time received.
 - Emergencies consist of repairs/replacements that need to be addressed immediately in order to protect the health and safety of a student, employee or other person at the site and/or prevent damage to the integrity of the site.
2. Non-emergency requests that require immediate attention, but do not require same day service completed within 1-7 business days.
 - Requests of a general nature that do not pose an immediate threat to the safety of the facility or its occupants to be completed within 10-30 business days.
 - If you have placed a work order and the request has not been addressed within the allotted timeframe, please follow up with the Work Control Center at (510) 535-2718. Have your work order number and date of request.

 For pest management and custodial requests contact Custodial Services at (510) 434-2202.

 For environmental concerns contact Risk Management at (510) 535-2750.

¹ See Buildings & Ground Prioritization List for more detail.



OFFICE OF CHARTER SCHOOLS

Prioritization of Work Orders for Charter Sites

Our Work Control Center has the responsibility of evaluating and assigning a priority level to all work requests received. This guide has been established by the Facilities Departments' division of Buildings and Grounds as a reference tool for determining responsibility, and is not intended to supplant specific responsibilities outlined in an individual Charter School's final Facilities Use Agreement, or otherwise required by standard Buildings and Grounds protocol. The Priority Levels and Time Lines are as follows:

Priority Level 1- Emergency Requests – Repairs that pose a health and safety concern and require immediate attention. Same day response whenever possible or next business day, depending on nature of problem and time received.

- Gas & Water Leaks (non-roofing)
- Power Shortage
- Hazards
- Sewer backups
- Floods
- Gain entries
- Elevator malfunction; trapped in shaft
- No Heat (entire bldg)/ No Ventilation – **Priority Order: 1)CDC 2)Elementary 3)Middle 4)High 5)Admin**
- Missing storm drain cover
- Playground equipment (damaged/broken posing hazard)
- Communication/Clocks/Bells
- Fallen Trees/Branches

Priority Level 2- Non-emergency requests that require immediate attention, but do not require same day service. Requests to be completed within 1-7 business days.

- Ramp repair
- Drinking fountain
- Potholes
- Roof leaks
- Environmental Concerns (air or water quality; hazardous wastes)
- Broken windows/doors/broken faucets/toilets
- Fence repair
- Intrusion/fire alarm repair
- No Heat (specific rooms) –**Priority Order: 1)CDC 2)Elementary 3)Middle 4)High 5)Admin**

Priority Level 3- Requests of a general nature that do not pose an immediate threat to the safety of the facility or its occupants. Requests to be completed within 10-30 business days.

- Missing tiles (ceiling/floor)
- Broken windows (2nd floor)
- Security lights (3 or more)

Priority Level 4- Improvement Services. All work requests assigned a Level 4 Priority will be reviewed on a case by case basis and discussed with the appropriate parties for items such as funding, feasibility and timeline for completion. Improvement services are not maintenance needs, therefore, these requests must be funded by the site. B&G will provide a cost estimate and work will be scheduled once funding information is obtained.

- Partition walls (room division)
- Cabinetry
- Landscaping
- Fencing additions
- Electrical additions (i.e. computer lab)
- Re-keying/replacement of keys



OFFICE OF CHARTER SCHOOLS

Facility Task Responsibility Matrix

Task	Charter School	OUSD
1. Broken lock repair/replacement		X
2. Broken window replacement		X
3. Broken toilet/restroom partition repair/replacement		X
4. Clogged toilets/sink drains	X	
5. Sink/faucet replacement		X
6. Painting exterior/interior of the campus (OUSD approval required)	X	
7. Replacement/repair of broken skylights		X
8. Replacement/repairs of broken kitchen equipment (capital equipment such as stoves, ovens, refrigerators)	X	
9. Repair of HVAC Systems/hot water heaters		X
10. Repair/replacement of window blinds (per OUSD Standards)	X	
11. Repair/replacement of phone/bell/intercom system		X
12. Repair/replacement of security system		X
13. Replacement of broken floor/ceiling tiles		X
14. Repair of broken electrical outlets	X	
15. Repair of broken white boards/chalk boards	X	
16. Asphalt repair		X
17. Fence repair		X
18. Sidewalk repair in front of and around school exterior		X
19. Replacement of light fixtures (except bulbs); security lights		X
20. Replacement of missing/burnt out light bulbs	X	
21. Replacement of baseboards		X
22. Repair of water damage		X
23. Repair/replacement of roofs/drains		X
24. Pest management	X	
25. Repair/replacement of doors (interior and exterior)		X
26. Repair/replacement of door push bars		X
27. Repair of gates		X
28. Repair/replacement of towel and soap fixtures in bathrooms	X	
29. Replacement of broken mirrors	X	
30. Repair of water fountains		X
31. Repair of broken wooden cabinets and shelves	X	
32. Storm related damages (fallen trees; branches; power outage)		X
33. Sewer backup		X
34. Elevator repairs/maintenance/inspection		X
35. Routine landscaping maintenance	X	
36. Storm drain maintenance		X
37. Playground structure/matting maintenance/repairs		X



OFFICE OF CHARTER SCHOOLS

38. Repair/Replacement of ramps		X
39. Environmental Concerns		X
40. Gas & water leaks		X

Disclaimer: Sites will be financially responsible for any/all of these services performed by B&G, if damage or maintenance is found due to negligence or vandalism by site or its occupants.

WORKSHEET -- OUSD's Prop 39 Facility Use Rate Per Sq Ft for 2015-16 FY

Calculation is based on 2014/15 budget as of 01/26/15

	Prop 39 Base	
Custodial Services Department Expenses*		
Trash & Recycling		
Compensation		
Supplies and Materials		
Buildings & Grounds Department Expenses		
Deferred Maintenance transfer from Fund 01 (NONE)		
RRMA transfer from UR to resource 8150	8,408,935	
Facility Acquisition and Construction (Func 8500)	783,061	
		9,191,996
Utilities Expenses*		
Gas, Water & Electric		
Sewer Charges		
Basic Phone Service		
Debt Servicing - principal & interest payments		
Emerg. Apportionment (State) Loan - \$65 million	3,890,534	
Emergency Apportionment (State) Loan - \$35 million	2,094,903	
		5,985,437
Facilities: Rents & Leases		1,404,632
Police Services	7,134,793	
Insurance - Property Liability	64,000	
Insurance - Other Insurance	2,600,000	
		9,798,793
TOTAL COST BASIS		26,380,858
TOTAL DISTRICT SQUARE FOOTAGE		5,836,129
COST PER SQUARE FOOT		\$ 4.52

* Item may be added to Use Agreement if applicable.

Cal. Admin. Code tit. 5, § 11969.7

C**ATTACHMENT E**Barclays Official California Code of Regulations [Currentness](#)

Title 5. Education

Division 1. California Department of Education

Chapter 11. Special Programs

Subchapter 19. Charter Schools

☞ [Article 3](#). Facilities for Charter Schools.**→ → § 11969.7. Charges for Facilities Costs.**

If the school district charges the charter school a pro rata share of its facilities costs for the use of the facilities, the pro rata share shall not exceed (1) a per-square-foot amount equal to those school district facilities costs that the school district pays for with unrestricted revenues from the district's general fund, as defined in sections 11969.2(f) and (g) and hereinafter referred to as "unrestricted general fund revenues," divided by the total space of the school district times (2) the amount of space allocated by the school district to the charter school. The following provisions shall apply to the calculation of the pro rata share of facilities costs:

(a) For purposes of this section, facilities costs that the school district pays with unrestricted general fund revenues includes those costs associated with plant maintenance and operations, facilities acquisition and construction, and facilities rents and leases, as defined in section 11969.2(h). For purposes of this section, facilities costs also includes:

(1) contributions from unrestricted general fund revenues to the school district's Ongoing and Major Maintenance Account ([Education Code section 17070.75](#)), Routine Restricted Maintenance Account ([Education Code section 17014](#)), and/or deferred maintenance fund,

(2) costs paid from unrestricted general fund revenues for projects eligible for funding but not funded from the deferred maintenance fund, and

(3) costs paid from unrestricted general fund revenue for replacement of facilities-related furnishings and equipment, that have not been included in paragraphs (1) and (2), according to school district schedules and practices.

For purposes of this subdivision, facilities costs do not include any costs that are paid by the charter school, including, but not limited to, costs associated with ongoing operations and maintenance and the costs of any tangible items adjusted in keeping with a customary depreciation schedule for each item.

Cal. Admin. Code tit. 5, § 11969.7

(b) For purposes of this section, the cost of facilities shall include debt service costs.

(c) "Space allocated by the school district to the charter school" shall include a portion of shared space where a charter school shares a campus with a school district-operated program. Shared space includes, but is not limited to, those facilities needed for the overall operation of the campus, whether or not used by students. The portion of the shared space to be included in the "space allocated by the school district to the charter school" shall be calculated based on the amount of space allocated for the exclusive use of the charter school compared to the amount of space allocated to the exclusive use of the school-district-operated program.

(d) The per-square-foot charge shall be determined using actual facilities costs in the year preceding the fiscal year in which facilities are provided and the largest amount of total space of the school district at any time during the year preceding the fiscal year in which facilities are provided.

(e) The per-square-foot charge shall be applied equally by the school district to all charter schools that receive facilities under this article, and a charter school using school district facilities pursuant to [Education Code section 47614](#) shall report the per-square-foot charge it is paying in the current fiscal year to the California Department of Education (CDE) in any notification the charter school makes to the CDE pursuant to [Education Code section 47630.5\(b\)](#). The CDE shall post the per-square-foot amounts reported by charter schools on its publicly accessible Web site. The CDE shall offer the opportunity to each school district to provide explanatory information regarding its per-square-foot charge and shall post any information received.

(f) If a school district charges a charter school for facilities costs pursuant to this article, and if the district is the charter school's authorizing entity, the facilities are not substantially rent free within the meaning of [Education Code section 47613](#), and the district may only charge for the actual costs of supervisory oversight of the charter school not to exceed one percent of the school's revenue.

Note: Authority cited: [Sections 33031 and 47614\(b\), Education Code](#). Reference: [Sections 17014, 17070.75, 47613, 47614 and 47630.5, Education Code](#).

HISTORY

1. New section filed 7-30-2002; operative 8-29-2002 (Register 2002, No. 31).

2. Amendment of section and Note filed 2-28-2008; operative 3-29-2008 (Register 2008, No. 9).

5 CCR § 11969.7, 5 CA ADC § 11969.7

This database is current through 1/2/15 Register 2015, No. 1

END OF DOCUMENT

Coversheet

2014/15 Financial Update

Section: IV. Finance
Item: A. 2014/15 Financial Update
Purpose: Discuss
Submitted by:
Related Material: EBIA-Feb Board Meeting Presentation-dk-20150220v2.pdf
EBIA-1415 Jan Cash Flow-dk-20150212-1.pdf
EBIA-1415 Jan Financials-dk-20150212.pdf

East Bay Innovation Academy

January Actuals & Forecast Update



Business and Development Specialists
for Charter Schools

February 20, 2015

Presented by Dena Koren

Agenda



- Review of January actuals
- Updated 2014-15 forecast
- Review of cash flow status
- Beginning of multi-year budgeting process

January Actuals

January Actuals: Summary

Revenue and expenses were as expected in January,
Expenses are a bit better than budgeted, but likely just due to timing



As of January 31, 2015		Actual			Budget vs. Actual		
		Nov	Dec	Jan	Actual YTD	Forecast YTD	Variance (YTD less Forecast)
SUMMARY							
Revenue							
	General Block Grant	-	-	259,049	826,847	826,847	-
	Federal Revenue	-	-	219,400	264,400	264,400	-
	Other State Revenues	-	-	-	-	-	-
	Local Revenues	0	1,109	2	1,389	694	696
	Fundraising and Grants	3,627	23,742	14,189	44,692	26,986	17,706
	Total Revenue	3,627	24,851	492,640	1,137,328	1,118,926	18,402
Expenses							
	Compensation and Benefits	104,166	105,817	105,571	655,623	693,007	37,384
	Books and Supplies	6,113	5,323	12,208	156,293	166,554	10,261
	Services and Other Operating Exp.	41,609	65,467	27,464	385,676	395,890	10,214
	Capital Outlay	-	-	-	-	-	-
	Total Expenses	151,887	176,606	145,243	1,197,592	1,255,450	57,858
	Operating Income (excluding Depreciation)	(148,260)	(151,755)	347,397	(60,264)	(136,524)	76,260

January Actuals: Detail

Great revenue month for both State and Federal funding;
First round of invoices for 2nd intersession



- **493K revenue in Jan (1.1M YTD, 52% of forecast)**
 - 219K PCSGP (Implementation) Grant
 - 186K LCFF funding (second “special” advanced apportionment)
 - 63 In Lieu of Property Tax (OUSD)
 - 14K in local fundraising
 - 10K EPA funding

- **145K expenses in Jan (1.2M YTD, 54% of forecast)**
 - 106K in Comp & Benefits – expected run rate
 - 12K in Books & Supplies – Maker Space bike & craft shop, replacement chairs
 - 27K in Services & Other Operating Expenses
 - 6K utilities
 - 4K intersession costs (partial payment for January intersession)
 - 4K consultants
 - 4K custodial services
 - 3K business manager training

2014-15 Forecast Update

2014-15 Forecast Update

Unbudgeted expenses had significant impact this month; current state not viable – leadership team working to adjust expenses to regain positive ending balance

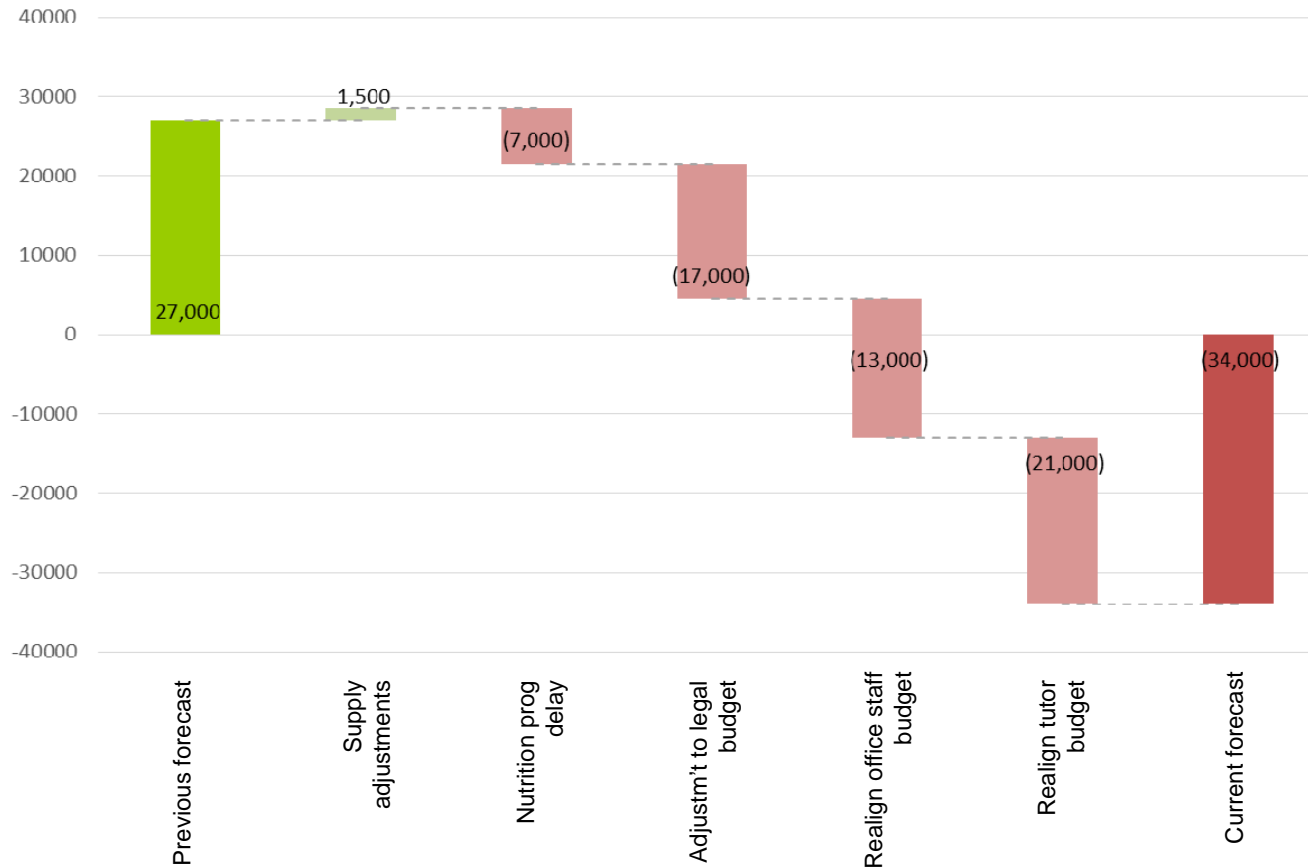
		Budget			
		November Reapproved Budget	Previous Month's Forecast	Current Forecast	Variance (Prev vs. Curr Forecast)
SUMMARY					
Revenue					
	General Block Grant	1,512,277	1,557,796	1,557,796	-
	Federal Revenue	326,445	325,953	318,953	(7,000)
	Other State Revenues	126,873	137,278	137,278	-
	Local Revenues	278	1,387	1,387	0
	Fundraising and Grants	151,434	152,029	152,029	-
	Total Revenue	2,117,307	2,174,444	2,167,444	(7,000)
Expenses					
	Compensation and Benefits	1,198,310	1,246,419	1,285,564	(39,145)
	Books and Supplies	194,729	197,316	195,816	1,500
	Services and Other Operating Exp.	678,848	703,868	720,247	(16,379)
	Capital Outlay	-	-	-	-
	Total Expenses	2,071,887	2,147,603	2,201,627	(54,025)
	Operating Income (excluding Depreciation)	45,419	26,841	(34,184)	(61,025)
	<i>Operating Income (including Depreciation)</i>	45,419	26,841	(34,184)	(61,025)
Fund Balance					
	Beginning Balance (Unaudited)	22,414	22,414	22,414	
	Audit Adjustment	-	-	-	
	Beginning Balance (Audited)	22,414	22,414	22,414	
	Operating Income (including Depreciation)	45,419	26,841	(34,184)	
	Ending Fund Balance (including Depreciation)	67,833	49,255	(11,770)	

2014-15 Forecast update: Variance

(61K) total change based on several key factors;
 leadership team to make some tough decisions to end year on positive footing



2014-15 Reforecast: Variance versus Prior Month Forecast



Note: Numbers are rounded

Review Cash Flow Status

Cash Flow Projection

Due to PCSGP funds, cash flow looks positive (albeit fragile) for remainder of year, but 250K loan repayments begin in September and cash outlook is concerning

	2014/15 Actual & Projected							2015/16 Projected		
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
	Actual	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Beginning Cash	47,015	43,784	260,580	18,720	42,564	118,909	105,717	60,461	20,520	(105,204)
Revenue										
General Block Grant	-	269,940	-	164,294	139,000	128,554	128,554	-	79,356	100,801
Federal Income	-	219,400	-	2,029	2,029	2,029	4,529	-	-	-
Other State Income	-	-	2,160	21,120	19,539	12,259	876	4,815	4,815	9,091
Local Revenues	1,109	2	(2)	(0)	(0)	(0)	(0)	-	-	165
Fundraising and Grants	23,742	14,189	-	-	107,337	-	-	-	-	4,992
Total Revenue	24,851	492,640	2,158	187,443	267,905	142,842	133,959	4,815	84,171	115,048
Expenses										
Compensation & Benefits	105,817	105,571	136,952	117,063	115,883	115,883	113,632	82,009	206,813	192,374
Books & Supplies	5,323	12,208	14,369	8,244	5,629	5,029	6,244	23,719	57,711	43,915
Services & Other Operating E	65,467	27,464	85,173	41,697	73,453	38,527	62,745	13,936	29,967	91,896
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Total Expenses	176,606	145,243	236,494	167,004	194,965	159,439	182,621	119,664	294,491	328,185
Operating Cash Inflow (Outflow)	(151,755)	347,397	(234,336)	20,439	72,940	(16,597)	(48,662)	(114,849)	(210,320)	(213,137)
Revenues - Prior Year Accrued	-	-	-	-	-	-	-	174,316	78,559	-
Expenses - Prior Year Accrued	-	-	-	-	-	-	-	(63,513)	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	58,872	(50,226)	(10,929)	-	-	-	-	\$0.00	-	-
Summerholdback for Teachers	4,652	4,625	3,405	3,405	3,405	3,405	3,405	(35,896)	6,038	6,038
Loans Payable (Current)	85,000	(85,000)	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	-	-	-	-	-	-	-	-	-	(10,417)
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	-	-	-	-	-	-	-	-	-	-
Ending Cash	43,784	260,580	18,720	42,564	118,909	105,717	60,461	20,520	(105,204)	(322,720)

Multi-year budgeting process

2015-16 Budget Development

Process for budget development heading toward May or June budget approval and submission to OUSD



When	What	Key Inputs / Notes
January	Initial draft	<ul style="list-style-type: none"> Enrollment plan (school leadership) Revenue assumptions (EdTec; Governor's Proposal) Expenditures assumptions based on 14-15 trends, expected growth, and strategic program development
February	Draft revisions	<ul style="list-style-type: none"> Scenario analysis (EdTec and school leadership) Updated assumptions and projections with latest information
March / April board meeting	Board update & first complete draft	<ul style="list-style-type: none"> Key assumptions and decision points to date First draft with 3-year horizon to assess sustainability
April & May	Final draft for approval	<ul style="list-style-type: none"> Revenue assumptions with <i>May Revision</i> of state budget Board feedback integration
May / June board meeting	Board approval	<ul style="list-style-type: none"> Final 3-year budget proposal Board approval – subsequent submission to OUSD
June	State Budget is passed	<ul style="list-style-type: none"> Changes incorporated over summer; board may approve new budget in fall with these and other changes (e.g., actual enrollment)



2015-16 Budget Development: Status Update

School leadership on point with budget development conversations



- School leaders met in January to begin developing early assumptions for budget

- Initial 3-year budget draft was not tenable
 - First round of assumptions integrated into holistic multi-year financial picture
 - Revenue limited and expenses related to growth and strategic program development were beyond school's means

- School leaders working on second draft of 3-year budget
 - Using more slimmed down program that we can build from as school establishes stronger financial footing

2015-16 Budget Development: The Basics

Key decisions in budget development include enrollment, staff expansion, key program dimensions, and fundraising target



1

General Purpose Funding

- LCFF calculation, including ADA & unduplicated count
- State budget

2

Other Earned Revenue

- Other public grants
- Sales & other earned revenue

3

Fundraising

- How much and what type?
- Supports to achieve target

4

Staffing plan

- How many staff needed / feasible?
- What type of staff?

5

Equipment & materials

- Support growing school, but lower PCSGP grant \$
- High school needs in 16-17

6

Operations

- Obligations (e.g., rent)
- Discretion & program support (e.g., intersession)

East Bay Innovation Academy
 Monthly Cash Forecast
 As of January 31, 2015

	2014/15												Forecast	AP/AR
	Projected													
	Jul Actual	Aug Actual	Sep Actual	Oct Actual	Nov Actual	Dec Actual	Jan Actual	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
Beginning Cash	16,264	187,401	14,239	62,000	190,767	47,015	43,784	260,580	18,720	42,564	118,909	105,717		
Revenue														
General Block Grant	-	-	-	567,798	-	-	259,049	-	164,294	139,000	128,554	128,554	1,557,796	170,547
Federal Income	26,275	-	-	18,725	-	-	219,400	-	2,029	2,029	2,029	4,529	318,953	43,938
Other State Income	-	-	-	-	-	-	-	2,160	21,120	19,539	12,259	876	137,278	81,324
Local Revenues	0	0	0	278	0	1,109	2	(2)	(0)	(0)	(0)	(0)	1,387	-
Fundraising and Grants	-	84	100	2,950	3,627	23,742	14,189	-	-	107,337	-	-	152,029	-
Total Revenue	26,275	84	100	589,751	3,627	24,851	492,640	2,158	187,443	267,905	142,842	133,959	2,167,444	295,809
Expenses														
Compensation & Benefits	27,509	81,170	104,493	126,898	104,166	105,817	105,571	136,952	117,063	115,883	115,883	113,632	1,285,564	30,528
Books & Supplies	87,288	26,516	11,432	7,413	6,113	5,323	12,208	14,369	8,244	5,629	5,029	6,244	195,816	9
Services & Other Operating Exp	71,974	51,298	30,530	97,335	41,609	65,467	27,464	85,173	41,697	73,453	38,527	62,745	720,247	32,976
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	186,771	158,983	146,454	231,646	151,887	176,606	145,243	236,494	167,004	194,965	159,439	182,621	2,201,627	63,513
Operating Cash Inflow (Outflow)	(160,496)	(158,899)	(146,354)	358,105	(148,260)	(151,755)	347,397	(234,336)	20,439	72,940	(16,597)	(48,662)	(34,184)	232,296
Revenues - Prior Year Accrual	42,672	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenses - Prior Year Accrual	(28,791)	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	63,852	(16,543)	(1,272)	(31,683)	(94)	58,872	(50,226)	(10,929)	-	-	-	-	-	-
Summerholdback for Teachers	-	2,280	3,519	2,346	4,603	4,652	4,625	3,405	3,405	3,405	3,405	3,405	3,405	3,405
Loans Payable (Current)	-	-	200,000	(200,000)	-	85,000	(85,000)	-	-	-	-	-	-	-
Loans Payable (Long Term)	250,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreci	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	3,901	-	(8,132)	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	187,401	14,239	62,000	190,767	47,015	43,784	260,580	18,720	42,564	118,909	105,717	60,461		

East Bay Innovation Academy
 Monthly Cash Forecast
 As of January 31, 2015

	2015/16												Forecast	AP/AR
	Projected													
	Jul Projected	Aug Projected	Sep Projected	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
Beginning Cash	60,461	20,520	(105,204)	(322,720)	(222,588)	(371,532)	(507,478)	(506,967)	(597,323)	(657,254)	(415,108)	(399,687)		
Revenue														
General Block Grant	-	79,356	100,801	343,337	132,834	132,834	240,652	132,834	257,970	237,631	217,904	217,904	2,331,690	237,631
Federal Income	-	-	-	-	-	-	9,099	6,294	11,291	39,096	11,291	11,291	219,760	131,400
Other State Income	4,815	4,815	9,091	9,091	9,091	9,091	10,439	18,658	8,646	8,646	16,865	8,646	199,360	81,468
Local Revenues	-	-	165	165	165	165	165	165	165	165	165	165	1,650	-
Fundraising and Grants	-	-	4,992	4,992	4,992	4,992	4,992	4,992	4,992	189,072	4,992	4,992	234,000	-
Total Revenue	4,815	84,171	115,048	357,584	147,082	147,082	265,347	162,943	283,064	474,610	251,217	242,998	2,986,461	450,499
Expenses														
Compensation & Benefits	82,009	206,813	192,374	190,082	188,910	188,910	198,285	190,082	190,082	181,746	181,746	236,407	2,227,447	-
Books & Supplies	23,719	57,711	43,915	9,462	9,462	12,362	9,462	9,462	12,362	9,462	9,462	12,362	224,107	4,904
Services & Other Operating Ex	13,936	29,967	91,896	53,530	109,711	82,256	52,710	49,376	146,588	47,293	50,626	82,238	872,528	62,400
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	119,664	294,491	328,185	253,074	308,084	283,529	260,457	248,921	349,032	238,501	241,834	331,007	3,324,082	67,304
Operating Cash Inflow (Outflow)	(114,849)	(210,320)	(213,137)	104,511	(161,002)	(136,447)	4,890	(85,978)	(65,968)	236,109	9,383	(88,009)	(337,621)	383,195
Revenues - Prior Year Accrual	174,316	78,559	-	-	16,438	4,880	-	-	-	-	-	17,000	-	-
Expenses - Prior Year Accrual	(63,513)	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	\$0.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(35,896)	6,038	6,038	6,038	6,038	6,038	6,038	6,038	6,038	6,038	6,038	6,038	6,038	-
Loans Payable (Current)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loans Payable (Long Term)	-	-	(10,417)	(10,417)	(10,417)	(10,417)	(10,417)	(10,417)	-	-	-	-	-	-
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreci	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	20,520	(105,204)	(322,720)	(222,588)	(371,532)	(507,478)	(506,967)	(597,323)	(657,254)	(415,108)	(399,687)	(464,659)		

East Bay Innovation Academy

Budget vs. Actuals

As of January 31, 2015

	Actual			Budget vs. Actual			Budget				
	Nov	Dec	Jan	Actual YTD	Forecast YTD	Variance (YTD less Forecast)	November Reapproved Budget	Previous Month's Forecast	Current Forecast	Variance (Prev vs. Curr Forecast)	Forecast Remaining
SUMMARY											
Revenue											
General Block Grant	-	-	259,049	826,847	826,847	-	1,512,277	1,557,796	1,557,796	-	730,949
Federal Revenue	-	-	219,400	264,400	264,400	-	326,445	325,953	318,953	(7,000)	54,554
Other State Revenues	-	-	-	-	-	-	126,873	137,278	137,278	-	137,278
Local Revenues	0	1,109	2	1,389	694	696	278	1,387	1,387	0	(2)
Fundraising and Grants	3,627	23,742	14,189	44,692	26,986	17,706	151,434	152,029	152,029	-	107,337
Total Revenue	3,627	24,851	492,640	1,137,328	1,118,926	18,402	2,117,307	2,174,444	2,167,444	(7,000)	1,030,116
Expenses											
Compensation and Benefits	104,166	105,817	105,571	655,623	693,007	37,384	1,198,310	1,246,419	1,285,564	(39,145)	629,941
Books and Supplies	6,113	5,323	12,208	156,293	166,554	10,261	194,729	197,316	195,816	1,500	39,523
Services and Other Operating Exp.	41,609	65,467	27,464	385,676	395,890	10,214	678,848	703,868	720,247	(16,379)	334,571
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	151,887	176,606	145,243	1,197,592	1,255,450	57,858	2,071,887	2,147,603	2,201,627	(54,025)	1,004,036
Operating Income (excluding Depreciation)	(148,260)	(151,755)	347,397	(60,264)	(136,524)	76,260	45,419	26,841	(34,184)	(61,025)	26,080
<i>Operating Income (including Depreciation)</i>	<i>(148,260)</i>	<i>(151,755)</i>	<i>347,397</i>	<i>(60,264)</i>	<i>(136,524)</i>	<i>76,260</i>	<i>45,419</i>	<i>26,841</i>	<i>(34,184)</i>	<i>(61,025)</i>	<i>26,080</i>
Fund Balance											
Beginning Balance (Unaudited)	(85,231)	(233,492)	(385,247)	22,414	22,414	-	22,414	22,414	22,414	-	-
Audit Adjustment	-	-	-	-	-	-	-	-	-	-	-
Beginning Balance (Audited)	-	-	-	22,414	22,414	-	22,414	22,414	22,414	-	-
Operating Income (including Depreciation)	(148,260)	(151,755)	347,397	(60,264)	(136,524)	76,260	45,419	26,841	(34,184)	(61,025)	26,080
Ending Fund Balance (including Depreciation)	(233,492)	(385,247)	(37,850)	(37,850)	(114,110)	76,260	67,833	49,255	(11,770)	(61,025)	26,080

East Bay Innovation Academy
Budget vs. Actuals

As of January 31, 2015

	Actual			Budget vs. Actual			Budget				
	Nov	Dec	Jan	Actual YTD	Forecast YTD	Variance (YTD less Forecast)	November Reapproved Budget	Previous Month's Forecast	Current Forecast	Variance (Prev vs. Curr Forecast)	Forecast Remaining
Detail											
Enrollment Summary							-	-	-		
4-6							140	140	140	-	
7-8							75	76	76	-	
9-12							-	-	-	-	
Total Enrolled							215	216	216	-	
ADA %											
4-6							95%	95%	95%		
7-8							95%	95%	95%		
9-12							95%	95%	95%		
Average							95%	98%	98%		
ADA											
4-6							133.0	135.0	135.0	-	
7-8							71.3	75.8	75.8	-	
9-12							0.0	0.0	0.0	-	
Total ADA							204.3	210.7	210.7	-	

East Bay Innovation Academy

Budget vs. Actuals

As of January 31, 2015

		Actual			Budget vs. Actual			Budget				
		Nov	Dec	Jan	Actual YTD	Forecast YTD	Variance (YTD less Forecast)	November Reapproved Budget	Previous Month's Forecast	Current Forecast	Variance (Prev vs. Curr Forecast)	Forecast Remaining
REVENUE												
General Purpose Entitlement												
8011	Charter Schools General Purpose Entitlement	-	-	185,956	640,565	640,565	-	1,125,027	1,158,241	1,158,241	-	517,676
8012	Education Protection Account Entitlement	-	-	10,382	21,165	21,165	-	40,850	42,148	42,148	-	20,983
8096	Charter Schools in Lieu of Prop. Taxes (w/)	-	-	62,711	165,117	165,117	-	346,400	357,407	357,407	-	192,290
SUBTOTAL - General Block Grant		-	-	259,049	826,847	826,847	-	1,512,277	1,557,796	1,557,796	-	730,949
8100 Federal Revenue												
8220	Child Nutrition Programs	-	-	-	-	-	-	19,174	19,174	12,174	(7,000)	12,174
8291	Title I	-	-	-	-	-	-	7,296	6,840	6,840	-	6,840
8292	Title II	-	-	-	-	-	-	576	540	540	-	540
8298	Implementation Grant	-	-	219,400	264,400	264,400	-	299,400	299,400	299,400	-	35,000
SUBTOTAL - Federal Income		-	-	219,400	264,400	264,400	-	326,445	325,953	318,953	(7,000)	54,554
8300 Other State Revenues												
8381	Special Education - Entitlement (State)	-	-	-	-	-	-	93,333	96,299	96,299	-	96,299
8382	Special Education Reimbursement (State)	-	-	-	-	-	-	-	6,427	6,427	-	6,427
8520	Child Nutrition - State	-	-	-	-	-	-	1,676	1,676	1,676	-	1,676
8560	State Lottery Revenue	-	-	-	-	-	-	31,863	32,875	32,875	-	32,875
SUBTOTAL - Other State Income		-	-	-	-	-	-	126,873	137,278	137,278	-	137,278
8600 Other Local Revenue												
8634	Food Service Sales	-	-	-	278	139	139	278	278	278	-	-
8660	Interest	0	0	0	0	0	0	0	0	0	0	(0)
8690	Other Local Revenue	-	1,109	-	1,109	555	555	-	1,109	1,109	-	-
8999	Uncategorized Revenue	-	-	2	2	-	2	-	-	-	-	(2)
SUBTOTAL - Local Revenues		0	1,109	2	1,389	694	696	278	1,387	1,387	0	(2)
8800 Donations/Fundraising												
8801	Donations - Parents	3,627	12,905	13,755	33,336	16,668	16,668	3,050	19,581	33,336	13,755	-
8802	Donations - Private	-	10,243	75	10,318	10,318	-	148,300	131,769	117,655	(14,114)	107,337
8803	Fundraising	-	595	359	1,038	-	1,038	84	679	1,038	359	-
SUBTOTAL - Fundraising and Grants		3,627	23,742	14,189	44,692	26,986	17,706	151,434	152,029	152,029	-	107,337
TOTAL REVENUE		3,627	24,851	492,640	1,137,328	1,118,926	18,402	2,117,307	2,174,444	2,167,444	(7,000)	1,030,116

East Bay Innovation Academy

Budget vs. Actuals

As of January 31, 2015

		Actual		Budget vs. Actual			Budget					
		Nov	Dec	Jan	Actual YTD	Forecast YTD	Variance (YTD less Forecast)	November Reapproved Budget	Previous Month's Forecast	Current Forecast	Variance (Prev vs. Curr Forecast)	Forecast Remaining
EXPENSES												
Compensation & Benefits												
1000	Certificated Salaries	-	-	-								
1100	Teachers Salaries	57,704	55,411	54,762	307,909	304,320	(3,589)	578,130	578,130	578,130	-	270,221
1103	Teacher - Substitute Pay	-	-	480	480	458	(22)	-	-	840	(840)	360
1111	Cert - Bonuses	-	-	-	-	-	-	18,900	18,900	18,900	-	18,900
1148	Teacher - Special Ed	6,095	6,095	6,095	33,524	33,524	(0)	64,000	64,000	64,000	-	30,476
1300	Certificated Supervisor & Administrator S	10,000	10,000	10,000	102,238	102,238	0	117,346	154,572	154,572	-	52,333
1311	Cert Admin - Bonuses	-	-	-	-	-	-	7,041	6,941	6,941	-	6,941
	SUBTOTAL - Certificated Employees	73,799	71,506	71,337	444,152	440,540	(3,611)	785,417	822,543	823,383	(840)	379,231
2000	Classified Salaries											
2103	Classified - Tutors	6,344	6,422	4,544	33,094	50,738	17,644	63,670	70,965	92,250	(21,285)	59,156
2300	Classified Supervisor & Administrator Sa	6,800	10,535	11,633	54,325	55,424	1,098	133,090	113,590	113,590	-	59,265
2311	Classified Admin - Bonuses	-	-	-	-	-	-	8,472	3,672	4,687	(1,015)	4,687
2400	Classified Clerical & Office Salaries	4,670	7,443	4,315	27,779	35,795	8,016	41,091	54,460	71,260	(16,800)	43,481
2401	Classified Clerical & Office Salaries - Bo	-	-	-	-	-	-	-	-	-	-	-
	SUBTOTAL - Classified Employees	17,814	24,399	20,492	115,198	141,956	26,757	246,323	242,687	281,788	(39,100)	166,589
3000	Employee Benefits											
3100	STRS	6,241	6,299	6,216	38,082	39,751	1,669	70,377	74,239	74,314	(75)	36,232
3300	OASDI-Medicare-Alternative	2,394	2,834	2,659	18,923	17,493	(1,430)	30,042	29,990	33,007	(3,017)	14,084
3400	Health & Welfare Benefits	2,747	(13)	1,531	27,298	28,966	1,668	41,763	50,823	45,746	5,077	18,447
3500	Unemployment Insurance	410	411	2,957	8,168	20,616	12,448	20,260	21,876	22,907	(1,031)	14,739
3600	Workers Comp Insurance	760	380	380	3,801	3,684	(117)	4,127	4,261	4,421	(160)	619
	SUBTOTAL - Employee Benefits	12,553	9,911	13,742	96,273	110,510	14,238	166,570	181,189	180,394	795	84,121

East Bay Innovation Academy

Budget vs. Actuals

As of January 31, 2015

		Actual			Budget vs. Actual			Budget				
		Nov	Dec	Jan	Actual YTD	Forecast YTD	Variance (YTD less Forecast)	November Reapproved Budget	Previous Month's Forecast	Current Forecast	Variance (Prev vs. Curr Forecast)	Forecast Remaining
4000	Books & Supplies	-	-	-								
4100	Approved Textbooks & Core Curricula M	643	-	400	23,070	28,465	5,395	31,665	31,665	31,665	-	8,595
4200	Books & Other Reference Materials	-	-	-	123	650	527	1,300	1,300	1,300	-	1,177
4300	Materials & Supplies	555	42	-	2,475	3,076	602	8,600	8,640	5,640	3,000	3,165
4320	Educational Software	-	-	-	2,251	3,771	1,520	7,525	7,560	7,560	-	5,309
4330	Office Supplies	1,443	329	1,372	8,632	7,560	(1,072)	8,000	10,800	10,800	-	2,168
4400	Noncapitalized Equipment	13	-	7,933	25,403	25,507	104	28,507	28,507	28,507	-	3,104
4410	Classroom Furniture, Equipment & Supp	-	2,069	2,002	10,766	11,764	998	7,594	8,764	11,764	(3,000)	998
4420	Computers (individual items less than \$5	1,408	1,377	(730)	75,321	75,866	545	77,251	77,251	79,751	(2,500)	4,430
4430	Non Classroom Related Furniture, Equip	-	-	-	763	959	196	959	959	959	-	196
4710	Student Food Services	2,052	1,505	1,232	7,489	8,935	1,446	23,328	21,870	17,870	4,000	10,381
	SUBTOTAL - Books and Supplies	6,113	5,323	12,208	156,293	166,554	10,261	194,729	197,316	195,816	1,500	39,523

East Bay Innovation Academy

Budget vs. Actuals

As of January 31, 2015

	Actual		Budget vs. Actual				Budget				
	Nov	Dec	Jan	Actual YTD	Forecast YTD	Variance (YTD less Forecast)	November Reapproved Budget	Previous Month's Forecast	Current Forecast	Variance (Prev vs. Curr Forecast)	Forecast Remaining
5000	Services & Other Operating Expenses										
5210	-	-	2,810	9,135	6,325	(2,810)	7,500	7,500	9,135	(1,635)	-
5220	-	-	-	-	-	-	2,250	2,250	2,250	-	2,250
5300	-	438	965	2,489	3,448	959	6,896	6,896	6,896	-	4,407
5450	2,573	920	920	9,935	9,203	(732)	11,043	11,043	11,043	-	1,108
5515	4,051	4,845	3,561	24,567	25,000	433	50,000	50,000	50,000	-	25,433
5535	6,329	2,223	5,895	24,191	22,193	(1,998)	40,688	40,688	40,688	-	16,497
5611	-	28,876	-	57,753	57,753	0	115,505	115,505	115,505	-	57,753
5615	-	-	117	1,952	2,400	448	4,800	4,800	4,800	-	2,848
5800	-	-	-	125	650	525	125	125	125	-	-
5803	-	-	-	-	-	-	8,200	8,200	8,200	-	8,200
5809	-	3	-	54	150	96	300	300	300	-	246
5810	3,088	-	4,086	42,109	42,109	-	86,000	86,000	85,023	977	42,914
5812	9,138	9,138	-	54,828	57,403	2,575	103,875	106,867	105,239	1,629	50,411
5815	5,273	5,325	3,568	88,690	70,294	(18,396)	74,524	92,117	92,117	-	3,427
5820	-	-	-	-	1,500	1,500	3,000	3,000	3,000	-	3,000
5824	-	-	-	-	7,789	7,789	15,123	15,578	15,578	-	15,578
5830	-	-	-	-	1,075	1,075	6,450	6,450	6,450	-	6,450
5833	-	-	-	10	5	(5)	10	10	10	-	-
5836	371	48	1,080	2,423	2,423	-	1,599	1,599	2,423	(825)	-
5839	-	-	298	301	150	(150)	2	2	301	(298)	-
5845	365	686	515	3,332	3,332	-	10,500	10,500	27,500	(17,000)	24,168
5851	-	-	64	64	108	44	-	-	216	(216)	152
5857	507	(90)	349	1,714	1,458	(256)	1,500	2,500	2,500	-	786
5860	-	175	-	175	87	(87)	-	175	175	-	-
5863	-	-	-	21,733	25,723	3,990	36,223	36,223	36,223	-	14,490
5869	7,940	2,337	1,875	15,927	20,472	4,545	41,375	41,375	41,375	-	25,448
5875	-	421	258	874	500	(374)	195	3,000	3,000	-	2,126
5878	-	-	-	2,863	3,000	138	3,000	3,000	3,000	-	138
5881	1,500	-	-	6,167	14,000	7,833	14,000	14,000	14,000	-	7,833
5884	123	373	184	1,085	7,250	6,165	15,490	15,490	14,501	989	13,416
5887	-	-	-	-	1,738	1,738	3,475	3,475	3,475	-	3,475
5899	-	(14)	36	36	-	(36)	-	-	-	-	(36)
5900	321	9,763	883	13,060	7,500	(5,560)	13,500	13,500	13,500	-	440
5915	32	-	-	84	850	766	1,700	1,700	1,700	-	1,616
SUBTOTAL - Services & Other Operati	41,609	65,467	27,464	385,676	395,890	10,214	678,848	703,868	720,247	(16,379)	334,571

East Bay Innovation Academy
Budget vs. Actuals

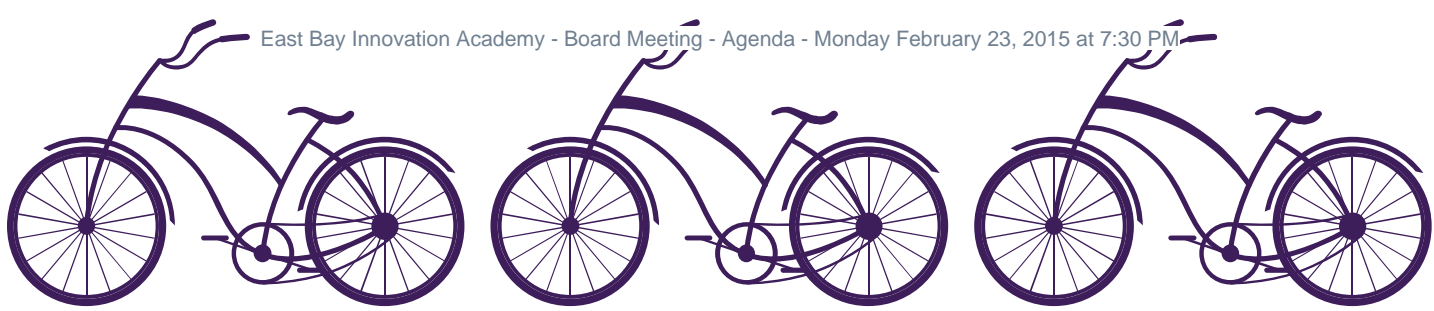
As of January 31, 2015

		Actual			Budget vs. Actual			Budget				
		Nov	Dec	Jan	Actual YTD	Forecast YTD	Variance (YTD less Forecast)	November Reapproved Budget	Previous Month's Forecast	Current Forecast	Variance (Prev vs. Curr Forecast)	Forecast Remaining
6000	Capital Outlay											
	SUBTOTAL - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES		151,887	176,606	145,243	1,197,592	1,255,450	57,858	2,071,887	2,147,603	2,201,627	(54,025)	1,004,036
6900	Total Depreciation (includes Prior Year)	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation		151,887	176,606	145,243	1,197,592	1,255,450	57,858	2,071,887	2,147,603	2,201,627	(54,025)	1,004,036

Coversheet

EBIA Spin-a-thon 4/25




Section: V. Development
Item: B. EBIA Spin-a-thon 4/25
Purpose: FYI
Submitted by:
Related Material: EBIA Spin-a-thon 2015 flyer.pdf



EBIA Spin-a-thon • 2015

Saturday April 25th, 11am-9pm

Benefitting the East Bay Innovation Academy, a 6-12 STEAM-based Public Charter school in Oakland.

-  **Street Party** *11am to 3pm*
Food, Games, Fun for the Whole Family
-  **Ride** *1pm to 9pm*
Teams, Fitness, Prizes, Entertainment
-  **Shop and Win** *All Day*
Online Auction, Magic Key, Raffle*
-  **Celebrate** *8pm to 9:30pm*
Cocktails, Awards

* Need not be present to win.

Ride Oakland
4448 Piedmont Ave
Oakland, CA 94611
www.rideoaklandcycling.com

Register, Tickets & More Info:
www.eastbayia.org/events
510.982.3242



Ride Oakland offers an affordable intense full body indoor-cycling workout in an inviting, motivating, and friendly environment. Powered by BoardOnTrack



EBIA Spin-a-thon • 2015

Saturday April 25th, 11am-9pm

Ride Registration

Program Details

- \$500 Per Team
- 1-8 members (13y+)
- 1 bike per team
- 1pm-9pm, 8 Hours of Riding
- Top Instructors + Special Guests
- Swag and Special Raffles
- Team spirit competition
- Award for top fundraising team

Register Online at
www.eastbayia.org



Coversheet

Associate Head of School

Section: VI. Other Business
Item: A. Associate Head of School
Purpose: FYI
Submitted by:
Related Material: AssociateHeadofSchoolJD.pdf

EAST BAY INNOVATION ACADEMY

ASSOCIATE HEAD OF SCHOOL

Do you want to help guide the development of a creative and equity-focused learning environment? Are you interested in preparing students to be the innovators and leaders of tomorrow? Do you believe that we can evolve schools to be 21st century centers of learning?

East Bay Innovation Academy is a 6-12 college preparatory public charter school in Oakland, CA with a mission of preparing a diverse group of students to be successful in college and to be thoughtful, engaged citizens who are leaders and innovators in a 21st century global world. Through personalization and project-based learning, and leveraging best practices in curriculum design and technology, EBIA will engage students in 21st Century work, using competencies necessary for productive lives as citizens in a dynamic, increasingly competitive global world. We have a collaborative, multi-disciplinary model that incorporates technology, blended learning, social-emotional learning, service learning and data driven instruction. We hope to serve a truly diverse background of students, representing the racial, cultural, and socio-economic demographics in the surrounding area.

East Bay Innovation Academy (EBIA) is re-thinking the way education happens through a combination of projects, differentiated instruction through use of technology and a an innovative model of experiential learning designed to cultivate the innovator's mindset in every student.

The Associate Head of School reports into the Head of School of EBIA.

The Associate Head of School will be responsible for the meeting the following school goals:

1. Support the development of an innovative curriculum and a cutting-edge instructional model.
2. Develop and facilitate professional development experiences for faculty that support growth in instructional practice.
3. Develop a system for leveraging best practices from across the field and collaborating with instructional leaders.
4. Help ensure that all students meet ambitious academic and social-emotional growth targets.
5. In collaboration with the Head of School, build a school culture, for students and adults that embodies EBIA's core values:
 - a. Respect
 - b. Perseverance
 - c. Curiosity
 - d. Kindness
 - e. Conscientiousness
 - f. Citizenship and Leadership
6. Understand, promote and support the mission, vision and guiding principles of the school.
7. Support community outreach, engagement and relationship building.

QUALIFICATIONS

Required

- Bachelor's degree
- Proven track-record of success with a minimum of 2 years work experience in school leadership, preferably in start-up organizations or charter schools.
- Minimum of five years teaching experience, with a proven record of high student achievement.
- Demonstrated proficiency in implementing successful data driven instruction and a data driven culture.
- Knowledge of project based learning, social-emotional learning, competency based learning, and blended/optimized learning.
- Proven ability to create and model a culture of academic rigor for students and staff, a sense of urgency to address student needs.
- Highly proficient in using technology and interested in the potential of technology to impact urban education.
- A strong belief that all students can learn at the highest levels and that all students can be successful in college.
- Highly organized, resourceful, and self-starter. Ability to problem solve, prioritize, and multi-task.
- Excellent communication skills; you will be communicating with parents, faculty, students and other community members.
- Flexibility and adaptability to change; ability to work in a dynamic, creative and demanding learning environment.

Preferred

- Working knowledge of Spanish.
- Valid Administrative/School leader credential and/or Master's degree in education or school leadership

APPLICATION PROCESS

We are strongly committed to hiring a diverse and multicultural staff. Please send a resume and compelling letter of interest via email to jobs@eastbayia.org. Thank you for your interest in this position.