



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday October 21, 2015 at 8:00 PM

Location

EBIA - 3400 Malcolm Ave, Oakland, CA 94605

Agenda

	Purpose	Presenter	Duration
I. Opening Items			
A. Call the Meeting to Order			
B. Record Attendance and Guests			
C. Approve Minutes	Approve Minutes	Laurie Jacobson Jones	2
II. Academic Excellence			
A. Intersession Update	FYI	Devin Krugman	10
B. Upper School Planning Update	FYI	Devin Krugman	10
C. Top Priorities	FYI	Devin Krugman	10
III. Enrollment			
A. Application Update	FYI	Devin Krugman	10
B. Enrollment Outreach Strategy	FYI	Devin Krugman	5
IV. Finance			
A. September Financials	FYI	Michelle Cho	10
B. Educator Effectiveness Plan	FYI	Renee Cooper	5

C. Grants Update	FYI	Laurie Jacobson Jones	5
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V. Facilities

A. Prop 39 Update	Vote	Rochelle Benning	5
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VI. Governance

A. Expansion Committee Update	FYI	Tom Pryor	5
B. Board Membership Update	FYI		5
C. 2016 Board Meeting Schedule	FYI		5

VII. Other Business

A. Executive Director/Head of School Contract	Vote	Laurie Jacobson Jones	5
B. Consent Agenda	Vote	Laurie Jacobson Jones	5

VIII. Closing Items

A. Public Comment - up to 3 minutes/ presenter	FYI		9
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 September 16, 2015

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday September 16, 2015 at 8:00 PM

Location

EBIA - 3400 Malcolm Ave, Oakland, CA 94605

Directors Present

Gary Borden (remote), Ken Berrick, Laurie Jacobson Jones, Rochelle Benning, Tali Levy, Tom Pryor (remote)

Directors Absent

Matt Williams

Guests Present

Devin Krugman

I. Opening Items**A. 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 Sep 16, 2015 at 8:04 PM.

B. Record Attendance and Guests**C. Approve Minutes**

Laurie Jacobson Jones made a motion to approve minutes from the Board Meeting on 09-10-15 Board Meeting on 09-10-15.

Rochelle Benning seconded the motion.

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

Ken Berrick abstained.

D. Approve Minutes

Laurie Jacobson Jones made a motion to approve minutes from the Board Meeting on 08-20-15 Board Meeting on 08-20-15.

Rochelle Benning seconded the motion.

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

Ken Berrick abstained.

II. Academic Excellence

A. Academic Update: MAP, Quest, Intersession

Devin Krugman updated the board on baseline MAP scores, as well as SBAC results. Additionally, she presented the 2015/16 plan for intersession and after-school programs.

B. Social Emotional Learning Strategy

Lansine Toure made a presentation to the board on SEL, explaining the goals for each grade, and addressing the DESEL Strategy with regard to LCAP goals and identified needs from the Seneca Survey.

C. Highschool Strategy

Devin Krugman presented the board with a high school planning update.

D. Enrollment Update

Devin Krugman presented demographic data for 2015/16 classes, as well as enrollment and outreach planning for 2016/17.

III. Finance

A. August Financials

Renee Cooper presented a financial update, addressing budget and cash flow.

IV. Development

A. PAC Development Committee Update

Katie Binder presented the board with an update on the PAC development plan. Budget is \$200K.

V. Board Expansion Committee

A. Expansion Committee Update

Deferred to next board meeting.

VI. Other Business

A. Consent Agenda

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

Rochelle Benning seconded the motion.

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

VII. Closing Items

A. Public Comment - up to 3 minutes/presenter

There was no public comment.

B. Adjourn Meeting

Laurie Jacobson Jones made a motion to adjourn meeting.

Rochelle Benning 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 9:32 PM.

Respectfully Submitted,

Tali Levy

Coversheet

Intersession Update

Section: II. Academic Excellence
Item: A. Intersession Update
Purpose: FYI
Submitted by:
Related Material: Oct. 2015 Board Deck.pdf

EBIA Team Updates

October, School Year 2015-2016

Academics

School Year 2015-2016

Fall Intersession Update - Focus: STEAM-Centered Service Learning

Project	Location	Description
Mosaic Design and Build	Burbank Preschool	Design and install a mosaic as part of a garden project for Burbank Center Preschool.
Garden Design and Build	Burbank Preschool	Design and install a garden as part of a garden project for Burbank Center Preschool.
Native Tree Restoration	Chabot	Work with Friends of Sausal Creek to support projects in the forest and in the lab.
Urban Farm Design and Build	Acta Non Verba Farm	Support a project offsite at a farm
Mural Design and Paint	EBIA	Design and create an outside mural for EBIA
Environmental Educational Project	Oakland Zoo	Help build an environmental education garden at Oakland Zoo
Community Outreach in Revolution Lab	EBIA	Work with the Revolution Lab: Bike and Skate Shop and a number of folks from the bike community to fix up and donate bikes.
Changemakers: Sewing Lab	EBIA	Use digital embroidery and sewing skills to make totes, pillow cases, and other items for women and families in need.
Changemakers: Green Team and Whole Human	EBIA	Be an advocate. Learn about and tour Gill Track Farms, the West Oakland Wastewater Treatment Plant, Oakland Zero Waste, and rewrite the narrative of social-emotional learning.
Changemakers Theater: Life Skills for Innovators	EBIA	Learn theater and improvisation techniques to bring the theater-based drama! Create and run a workshop for EBIA students about social and emotional life skills.

Upper School Planning Update

● Design Process

- Students - Student survey and 8th grade advisory research and design work
- Families - Upcoming fall family survey
- Influencers - Research and outreach to exemplar schools and field experts

● Outreach

- Info Nights - Monthly high school specific info nights
 - Oct. 22nd - Open attendance
 - Nov. 3rd - EBIA Families
- Biweekly School Tours

Additional Priorities

- **PLP Conferences:** Personalized Learning Plan Family and Advisor Meetings
- **Community Engagement:**
 - PAC Events - General Meetings, development Work
 - EBIA Cafelito - Monthly feedback sessions
 - Fall Community Survey
- **EBIA Quest:** After-School Program
- **Instructional Support and Evaluation:** Fall Cycle 1 Observations

Enrollment

School Year 2015-2016

Enrollment and Outreach Planning

- **Information Nights**
 - General 6-12 sessions, occurring monthly
 - High school specific sessions, occurring monthly
- **School Tours**
 - Twice a week
- **Targeted Community Outreach**
 - Neighborhood specific information session
 - Current family high school information session
 - Target neighborhood “living room” information sessions

Coversheet

September Financials

Section: IV. Finance
Item: A. September Financials
Purpose: FYI
Submitted by:
Related Material: EBIA - September Financials - 2015.10.15 mc CASH FLOW.pdf
EBIA - September Financials - 2015.10.15 mc YTD.pdf
EBIA_SEP-2015_financial presentation-2015.10.16 FINAL(1).pdf

East Bay Innovation Academy
 Monthly Cash Forecast
 As of Sept close

	2015/16												Forecast	AP/AR
	Actual & Projected													
	Jul Actual	Aug Actual	Sep Actual	Oct Projected	Nov Projected	Dec Projected	Jan Projected	Feb Projected	Mar Projected	Apr Projected	May Projected	Jun Projected		
Beginning Cash	\$133,206	164,909	149,805	229,583	277,937	100,357	(122,011)	30,587	7,108	72,508	209,125	266,883		
Revenue														
General Block Grant	-	78,856	106,255	333,667	131,415	131,415	339,517	131,415	265,083	247,119	219,336	219,336	2,438,900	235,486
Federal Income	-	-	1,228	-	-	-	39,783	5,103	10,353	45,033	10,353	10,353	213,881	91,675
Other State Income	-	4,841	-	13,426	8,305	9,039	64,779	61,410	26,402	46,692	30,297	22,669	363,680	75,819
Local Revenues	0	0	2,385	370	185	185	185	185	185	185	185	185	4,234	-
Fundraising and Grants	4,614	41,362	26,582	12,443	-	-	74	6,741	46,741	21,741	21,741	18,408	200,446	(0)
Total Revenue	4,614	125,059	136,450	359,906	139,904	140,639	444,339	204,853	348,764	360,771	281,913	270,951	3,221,141	402,979
Expenses														
Compensation & Benefits	15,903	86,094	167,978	202,554	160,446	160,446	176,145	169,461	169,461	166,877	166,877	184,951	1,827,600	407
Books & Supplies	51,950	31,868	14,591	38,022	18,316	18,316	8,026	8,026	8,026	8,026	8,026	8,026	221,221	-
Services & Other Operating Expenses	13,828	47,016	60,801	108,404	64,568	109,306	67,542	61,606	108,304	60,012	60,012	106,628	881,534	13,506
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	81,681	164,979	243,370	348,980	243,330	288,068	251,713	239,094	285,792	234,915	234,915	299,605	2,930,355	13,913
Operating Cash Inflow (Outflow)	(77,068)	(39,920)	(106,920)	10,926	(103,426)	(147,430)	192,626	(34,240)	62,973	125,856	46,998	(28,655)	290,786	389,067
Revenues - Prior Year Accruals	132,918	-	3,487	35,000	-	(1,117)	33,450	-	-	-	-	6,115	-	-
Expenses - Prior Year Accruals	(16,040)	(2,977)	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable - Current Year	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Payable - Current Year	(14,847)	26,643	(45,987)	-	-	-	-	-	-	-	-	-	-	-
Summerholdback for Teachers	(23,260)	(7,337)	\$2,681	10,761	10,761	10,761	10,761	10,761	10,761	10,761	10,761	10,761	5,678	-
Loans Payable (Current)	-	-	226,517	-	(76,582)	(76,248)	(75,905)	-	-	-	-	-	-	-
Loans Payable (Long Term)	-	-	-	(8,333)	(8,333)	(8,333)	(8,333)	-	(8,333)	-	-	-	-	-
Capital Leases Payable	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Long Term Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditure & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Balance Sheet Changes	30,000	8,487	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash	164,909	149,805	229,583	277,937	100,357	(122,011)	30,587	7,108	72,508	209,125	266,883	250,022		

East Bay Innovation Academy

Budget vs. Actuals
As of Sept close

	Actual			Budget vs. Actual			Budget				
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining
SUMMARY											
Revenue											
General Block Grant	-	78,856	106,255	185,111	178,713	6,398	2,446,331	2,438,900	2,438,900	-	2,253,789
Federal Revenue	-	-	1,228	1,228	2,262	(1,034)	217,262	213,881	213,881	-	212,653
Other State Revenues	-	4,841	-	4,841	28,437	(23,596)	329,532	349,015	363,680	14,665	358,839
Local Revenues	0	0	2,385	2,385	185	2,200	1,849	1,849	4,234	2,385	1,849
Fundraising and Grants	4,614	41,362	26,582	72,557	5,000	67,557	170,000	200,215	200,446	232	127,890
Total Revenue	4,614	125,059	136,450	266,122	214,597	51,525	3,164,974	3,203,860	3,221,141	17,282	2,955,019
Expenses											
Compensation and Benefits	15,903	86,094	167,978	269,975	400,622	130,647	1,990,115	1,982,103	1,827,600	154,504	1,557,625
Books and Supplies	51,950	31,868	14,591	98,409	56,198	(42,211)	199,221	211,221	221,221	(10,000)	122,812
Services and Other Operating Expenditures	13,828	47,016	60,801	121,645	139,967	18,321	814,101	839,400	881,534	(42,135)	759,889
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	81,681	164,979	243,370	490,030	596,787	106,758	3,003,437	3,032,724	2,930,355	102,369	2,440,325
Operating Income (excluding Depreciation)	(77,068)	(39,920)	(106,920)	(223,908)	(382,191)	158,283	161,537	171,135	290,786	119,651	514,694
<i>Operating Income (including Depreciation)</i>	<i>(77,068)</i>	<i>(39,920)</i>	<i>(106,920)</i>	<i>(223,908)</i>	<i>(382,191)</i>	<i>158,283</i>	<i>161,537</i>	<i>171,135</i>	<i>290,786</i>	<i>119,651</i>	<i>514,694</i>
Fund Balance											
Beginning Balance (Unaudited)	34,187	(42,880)	(82,800)	34,187	34,187		(32,826)	33,476	34,187		
Audit Adjustment	-	-	-	-	-		-	-	-		
Beginning Balance (Audited)	34,187	-	-	34,187	34,187		(32,826)	33,476	34,187		
Operating Income (including Depreciation)	(77,068)	(39,920)	(106,920)	(223,908)	(382,191)		161,537	171,135	290,786		
Ending Fund Balance (including Depreciation)	(42,880)	(82,800)	(189,721)	(189,721)	(348,003)		128,711	204,611	324,973		

East Bay Innovation Academy

Budget vs. Actuals

As of Sept close

Detail	Actual			Budget vs. Actual			Budget				
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining
Enrollment Breakdown		M1	M2								
6		116	116				110	110	110	-	
7		133	132				130	130	130	-	
8		96	96				100	100	100	-	
Total Enrolled		345	344				340	340	340	-	
ADA %											
4-6		99.11%	97.50%				95%	95%	95%		
7-8		98.03%	97.28%				95%	95%	95%		
Average		98.29%	97.36%				95%	95%	95%		
ADA											
4-6		111.7	113.1				104.5	104.5	104.5		
7-8		224.5	221.9				218.5	218.5	218.5		
Total ADA		336.2	335.0				323.0	323.0	323.0		

East Bay Innovation Academy

Budget vs. Actuals
As of Sept close

		Actual			Budget vs. Actual			Budget				
		Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining
REVENUE												
LCFF Entitlement												
8011	Charter Schools LCFF - State Aid	-	56,298	61,139	117,437	111,038	6,399	1,801,045	1,786,705	1,786,705	-	1,669,268
8012	Education Protection Account Entitlement	-	-	-	-	-	-	64,600	64,600	64,600	-	64,600
8096	Charter Schools in Lieu of Property Taxes	-	22,558	45,116	67,674	67,675	(1)	580,686	587,595	587,595	-	519,921
SUBTOTAL - LCFF Entitlement		-	78,856	106,255	185,111	178,713	6,398	2,446,331	2,438,900	2,438,900	-	2,253,789
8100 Federal Revenue												
8181	Special Education - Entitlement	-	-	-	-	2,262	(2,262)	22,618	26,250	26,250	-	26,250
8220	Child Nutrition Programs	-	-	-	-	-	-	30,618	30,618	30,618	-	30,618
8290	No Child Left Behind	-	-	-	-	-	-	-	-	-	-	-
8291	Title I	-	-	1,144	1,144	-	1,144	12,946	6,473	6,473	-	5,329
8292	Title II	-	-	84	84	-	84	1,080	540	540	-	456
8298	Implementation Grant	-	-	-	-	-	-	150,000	150,000	150,000	-	150,000
SUBTOTAL - Federal Income		-	-	1,228	1,228	2,262	(1,034)	217,262	213,881	213,881	-	212,653
8300 Other State Revenues												
8381	Special Education - Entitlement (State)	-	4,841	-	4,841	27,985	(23,144)	147,288	154,959	154,959	-	150,118
8382	Special Education Reimbursement (State)	-	-	-	-	-	-	-	7,467	7,467	-	7,467
8520	Child Nutrition - State	-	-	-	-	-	-	6,561	6,561	6,561	-	6,561
8550	Mandated Cost Reimbursements	-	-	-	-	452	(452)	4,522	2,937	2,937	-	2,937
8560	State Lottery Revenue	-	-	-	-	-	-	52,326	58,463	58,463	-	58,463
8590	All Other State Revenue	-	-	-	-	-	-	118,835	109,122	123,787	14,665	123,787
8599	Selpa Admin Offset	-	-	-	-	-	-	-	9,506	9,506	-	9,506
SUBTOTAL - Other State Income		-	4,841	-	4,841	28,437	(23,596)	329,532	349,015	363,680	14,665	358,839
8600 Other Local Revenue												
8634	Food Service Sales	-	-	2,385	2,385	-	2,385	-	-	2,385	2,385	-
8660	Interest	0	0	0	0	-	0	-	0	0	0	-
8690	Other Local Revenue	-	-	-	-	185	(185)	1,849	1,849	1,849	-	1,849
8693	Field Trips	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL - Local Revenues		0	0	2,385	2,385	185	2,200	1,849	1,849	4,234	2,385	1,849
8800 Donations/Fundraising												
8801	Donations - Parents	1,938	-	23,150	25,088	5,000	20,088	50,000	50,000	70,000	20,000	44,913
8802	Donations - Private	2,649	41,174	3,200	47,023	-	47,023	120,000	150,000	130,000	(20,000)	82,977
8803	Fundraising	27	188	232	446	-	446	-	215	446	232	-
SUBTOTAL - Fundraising and Grants		4,614	41,362	26,582	72,557	5,000	67,557	170,000	200,215	200,446	232	127,890
TOTAL REVENUE		4,614	125,059	136,450	266,122	214,597	51,525	3,164,974	3,203,860	3,221,141	17,282	2,955,019

East Bay Innovation Academy

Budget vs. Actuals
As of Sept close

		Actual			Budget vs. Actual			Budget				
		Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining
EXPENSES												
Compensation & Benefits												
1000	Certificated Salaries	-	-	-								
1100	Teachers Salaries	300	44,505	81,545	126,350	182,545	56,195	939,000	932,500	807,930	124,570	681,580
1111	Teacher - Bonus	-	-	-	-	-	-	39,600	39,600	39,600	-	39,600
1148	Teacher - Special Ed	-	3,172	13,994	17,166	23,545	6,379	125,000	114,440	114,440	-	97,274
1300	Certificated Supervisor & Administrator Salaries	10,000	12,917	7,083	30,000	59,500	29,500	238,000	120,000	120,000	-	90,000
1311	Cert-Admin - DESEL, Curr. Instr	-	-	8,750	8,750	-	(8,750)	14,280	146,250	103,750	42,500	95,000
SUBTOTAL - Certificated Employees		10,300	60,594	111,373	182,266	265,591	83,325	1,355,880	1,378,665	1,211,595	167,070	1,029,329
2000 Classified Salaries												
2103	Summer Tutor	407	-	-	407	3,570	3,163	35,700	407	407	-	-
2104	Instructional Assistant SPED	-	141	6,520	6,661	8,925	2,265	89,250	79,380	79,380	-	72,720
2105	Classified - Enrichment Coordinator	-	-	3,728	3,728	-	(3,728)	-	33,600	33,600	-	29,873
2300	Classified Supervisor & Administrator Salaries	-	2,222	5,833	8,055	6,750	(1,305)	27,000	61,250	61,250	-	53,195
2400	Classified Clerical & Office Salaries	3,013	4,570	11,595	19,177	24,509	5,332	134,800	79,250	96,750	(17,500)	77,573
2401	Classified Clerical & Office Salaries - Bonus	-	-	-	-	-	-	3,000	3,000	3,000	-	3,000
SUBTOTAL - Classified Employees		3,420	6,933	27,675	38,027	43,754	5,727	289,750	256,887	274,387	(17,500)	236,360
3000 Employee Benefits												
3100	STRS	1,196	6,008	15,256	22,460	30,828	8,367	157,545	154,503	136,576	17,927	114,116
3200	PERS	-	-	-	-	-	-	-	-	-	-	-
3300	OASDI-Medicare-Alternative	289	3,092	4,301	7,683	7,732	49	40,753	36,052	34,961	1,091	27,278
3400	Health & Welfare Benefits	710	7,544	3,416	11,670	36,833	25,163	110,499	122,131	133,599	(11,468)	121,928
3500	Unemployment Insurance	(12)	957	1,128	2,073	9,765	7,692	21,700	19,964	19,096	868	17,023
3600	Workers Comp Insurance	-	966	4,830	5,795	6,120	324	13,988	13,902	17,386	(3,484)	11,590
SUBTOTAL - Employee Benefits		2,183	18,568	28,930	49,682	91,277	41,596	344,485	346,552	341,618	4,934	291,936

East Bay Innovation Academy

Budget vs. Actuals

As of Sept close

		Actual			Budget vs. Actual			Budget				
		Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining
4000	Books & Supplies											
4100	Approved Textbooks & Core Curricula Materials	-	20,580	3,736	24,317	26,402	2,086	52,804	52,804	52,804	-	28,488
4200	Books & Other Reference Materials	-	-	-	-	400	400	1,600	1,600	1,600	-	1,600
4300	Materials & Supplies	1,073	540	3,583	5,196	4,703	(493)	9,405	9,405	7,336	2,069	2,140
4320	Educational Software	4,590	-	-	4,590	2,500	(2,090)	10,000	10,000	10,000	-	5,410
4330	Office Supplies	499	1,255	363	2,117	3,275	1,157	18,010	18,010	18,010	-	15,893
4400	Noncapitalized Equipment	1,917	-	491	2,408	11,745	9,337	14,681	14,681	14,681	-	12,273
4410	Classroom Furniture, Equipment & Supplies	-	-	4,069	4,069	1,600	(2,469)	2,000	2,000	4,069	(2,069)	-
4420	Computers (individual items less than \$5k)	43,871	9,493	2,283	55,647	-	(55,647)	42,000	54,000	64,000	(10,000)	8,353.16
4423	Staff Computers	-	-	65	65	1,200	1,135	4,800	4,800	4,800	-	4,735
4430	Non Classroom Related Furniture, Equipment & Supplies	-	-	-	-	-	-	180	180	180	-	180
4710	Student Food Services	-	-	-	-	4,374	4,374	43,740	43,740	43,740	-	43,740
	SUBTOTAL - Books and Supplies	51,950	31,868	14,591	98,409	56,198	(42,211)	199,221	211,221	221,221	(10,000)	122,812

East Bay Innovation Academy

Budget vs. Actuals
As of Sept close

	Actual			Budget vs. Actual			Budget			Forecast Remaining	
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance	Approved Budget	Previous Month's Forecast	Current Forecast		Variance
						(YTD less Budget)					(Previous vs. Current Forecast)
5000 Services & Other Operating Expenses											
5210 Conference Fees	-	-	-	-	2,563	2,563	10,250	10,500	10,000	500	10,000
5220 Travel and Lodging	-	-	-	-	675	675	2,700	2,700	2,700	-	2,700
5300 Dues & Memberships	1,059	226	335	1,620	703	(918)	7,026	7,026	7,026	-	5,406
5450 Insurance - Other	-	7,357	(668)	6,689	7,438	748	17,000	17,000	17,000	-	10,311
5515 Janitorial, Gardening Services & Supplies	-	11,738	3,623	15,361	17,613	2,252	70,452	70,452	70,452	-	55,091
5535 Utilities - All Utilities	-	735	6,401	7,135	12,047	4,912	48,188	50,732	50,732	-	43,597
5611 Prop 39 Related Costs	-	-	26,057	26,057	26,057	-	104,226	104,226	104,226	-	78,170
5615 Repairs and Maintenance - Building	-	-	-	-	201	201	2,011	2,011	2,011	-	2,011
5616 Repairs and Maintenance - Computers	-	-	-	-	1,200	1,200	12,000	12,000	12,000	-	12,000
5800 Other Services & Operating Expenses	-	100	(100)	-	-	-	-	-	-	-	-
5803 Accounting Fees	-	-	-	-	-	-	8,000	8,000	8,000	-	8,000
5809 Banking Fees	57	18	110	185	75	(110)	300	300	300	-	115
5810 Intersession	-	-	-	-	-	-	102,000	102,000	102,000	-	102,000
5812 Business Services	10,833	10,833	10,833	32,500	23,636	(8,864)	130,000	130,000	130,000	-	97,500
5815 Consultants - Instructional	600	-	-	600	4,000	3,400	8,000	8,000	41,250	(33,250)	40,650
5820 Consultants - Non Instructional - Custom 1	-	-	-	-	-	-	25,000	25,000	25,000	-	25,000
5824 District Oversight Fees	-	-	-	-	2,448	2,448	24,463	24,389	24,389	-	24,389
5830 Field Trips Expenses	-	-	-	-	2,325	2,325	9,300	9,300	9,300	-	9,300
5836 Fingerprinting	-	-	601	601	295	(306)	360	360	601	(241)	-
5839 Fundraising Expenses	279	-	800	1,079	623	(456)	6,234	6,234	6,234	-	5,155
5843 Interest - Loans Less than 1 Year	-	-	-	-	-	-	800	7,873	7,873	-	7,873
5845 Legal Fees	-	1,786	6,880	8,666	13,750	5,085	55,000	55,000	55,000	-	46,335
5851 Marketing and Student Recruiting	-	-	-	-	-	-	1,300	1,300	1,300	-	1,300
5857 Payroll Fees	169	176	324	669	750	81	3,000	3,000	3,000	-	2,331
5860 Printing and Reproduction	-	-	-	-	18	18	180	180	180	-	180
5861 Prior Yr Exp (not accrued)	-	771	8,614	9,385	-	(9,385)	-	-	9,385	(9,385)	-
5863 Professional Development	-	-	-	-	6,000	6,000	24,000	24,000	24,000	-	24,000
5869 Special Education Contract Instructors	-	-	7,050	7,050	8,000	950	80,000	80,000	80,000	-	72,950
5872 Special Education Admin Fee	-	-	-	-	-	-	-	9,506	9,506	-	9,506
5875 Staff Recruiting	115	-	469	584	-	(584)	3,090	3,090	3,090	-	2,506
5878 Student Assessment	-	-	-	-	-	-	3,090	3,090	3,090	-	3,090
5881 Student Information System	-	-	-	-	2,963	2,963	11,850	11,850	11,850	-	11,850
5884 Substitutes	-	-	295	295	2,418	2,123	24,182	24,182	23,941	241	23,646
5887 Technology Services	-	-	129	129	358	229	3,579	9,579	9,579	-	9,450
5899 Miscellaneous Operating Expenses	-	11,910	(11,910)	-	-	-	-	-	-	-	-
5900 Communications	715	1,150	1,165	3,030	3,600	570	14,400	14,400	14,400	-	11,370
5905 Communications - Cell Phones	-	-	-	-	12	12	120	120	120	-	120
5910 Communications - Internet / Website Fees	-	218	(218)	-	-	-	-	-	-	-	-
5915 Postage and Delivery	-	-	11	11	200	189	2,000	2,000	2,000	-	1,989
SUBTOTAL - Services & Other Operating Exp.	13,828	47,016	60,801	121,645	139,967	18,321	814,101	839,400	881,534	(42,135)	759,889

East Bay Innovation Academy

Budget vs. Actuals

As of Sept close

		Actual			Budget vs. Actual			Budget				
		Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)	Approved Budget	Previous Month's Forecast	Current Forecast	Variance (Previous vs. Current Forecast)	Forecast Remaining
6000	Capital Outlay											
6100	Sites & Improvement of Sites	-	-	-	-	-	-	-	-	-	-	-
6200	Buildings & Improvement of Buildings	-	-	-	-	-	-	-	-	-	-	-
6300	School Libraries	-	-	-	-	-	-	-	-	-	-	-
6400	Equipment	-	-	-	-	-	-	-	-	-	-	-
	SUBTOTAL - Capital Outlay	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES		81,681	164,979	243,370	490,030	596,787	106,758	3,003,437	3,032,724	2,930,355	102,369	2,440,325
6900	Total Depreciation (includes Prior Years)	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES including Depreciation		81,681	164,979	243,370	490,030	596,787	106,758	3,003,437	3,032,724	2,930,355	102,369	2,440,325

East Bay Innovation Academy

September Financials



October 21, 2015

Presented by: Bryce Fleming

Financial Presentation Agenda



- September Financials
- 15-16 Forecast Update
- Cash Flow Update

1. September Financials

September Generally Tracking with Forecast

Timing of revenues on track, expenses ahead of schedule



- Revenues: State SPED revenues behind, fundraising on track at \$72.6K (36% of current forecast)
- Expenses: ahead of approved budget for compensation and benefits and services; budget will be revised for re-approval

	Actual			Budget vs. Actual		
	Jul	Aug	Sep	Actual YTD	Budget YTD	Variance (YTD less Budget)
SUMMARY						
Revenue						
General Block Grant	-	78,856	106,255	185,111	178,713	6,398
Federal Revenue	-	-	1,228	1,228	2,262	(1,034)
Other State Revenues	-	4,841	-	4,841	28,437	(23,596)
Local Revenues	0	0	2,385	2,385	185	2,200
Fundraising and Grants	4,614	41,362	26,582	72,557	5,000	67,557
Total Revenue	4,614	125,059	136,450	266,122	214,597	51,525
Expenses						
Compensation and Benefits	15,903	86,094	167,978	269,975	400,622	130,647
Books and Supplies	51,950	31,868	14,591	98,409	56,198	(42,211)
Services and Other Operating Expenditures	13,828	47,016	60,801	121,645	139,967	18,321
Capital Outlay	-	-	-	-	-	-
Total Expenses	81,681	164,978	243,370	490,030	596,787	106,758
Operating Income (excluding Depreciation)	(77,068)	(39,920)	(106,920)	(223,908)	(382,191)	158,283

2. 15-16 Forecast Update

Special Advance Apportionments

New Grade Level Expansion Charter Schools in 2015-16



- Purpose of special advance apportionment is to fund schools that are adding at least one new grade level this fall
 - EBIA will receive additional \$197K in October
 - Disbursement is for July through November 2015
 - Equals 37% of the school's estimated increase in funding derived from new grade level for the 15-16 fiscal year
 - Apportionment calculation is based on estimated ADA reported on the PENSEC report and other components of LCFF consistent with regular advance apportionment

- **What's Next?**
 - Next advance apportionment for expanding schools will be revised based on actual first 20 days and will cover December and January
 - Payment certifies in December or January and will likely be disbursed in late January

FY 16 Educator Effectiveness Entitlement

Detailed information published this month on
one-time funding for improving teacher quality



- One-time grant from state to fund teacher quality improvement initiatives
- Amount is \$1,466 per certificated FTE reported in CALPADS in FY15
- 80% of funds disbursed in December 2015; 20% in March 2016
- Funds can be spent over 3 years (FY16-FY18)
- Four major types of eligible expenses
 - Beginning teacher and administrator support and mentoring (including BTSA induction)
 - Professional development and support for teachers identified as needing improvement
 - Professional development for teachers and admin aligned to state content standards
 - Professional development focused on mentoring and coaching certificated staff
- Schools must approve plan and track expenses to be in compliance
 - Present expenditure plan at board meeting; approve it at subsequent meeting
 - Provide detailed expenditure report to CDE on or before July 1, 2018
 - Format for reporting still in development
 - Will require number of teachers, admin, and paras who received professional development
 - Likely to also request list of specific expenditures
- EBIA will receive \$14,665 from this grant

EBA's 15-16 Expected Operating Income Revised Upward to \$290K, Fund Balance at \$325K

- Revenues: Educator Effectiveness Grant (+\$14.7K), Food Services (+\$2.4K)
- Expenses: payroll updates (-\$154K: PE contracted out, math position removed, Director of Instruction position pro-rated for later start, classified salaries updated with actuals); computers budget increased (+\$10K); PE services (+\$33K); prior year expenses unaccrued (+\$9K)

	Approved Budget	Previous Month's Forecast	Current Forecast	(Previous vs. Current Forecast)	Forecast Remaining
SUMMARY					
Revenue					
General Block Grant	2,446,331	2,438,900	2,438,900	-	2,253,789
Federal Revenue	217,262	213,881	213,881	-	212,653
Other State Revenues	329,532	349,015	363,680	14,665	358,839
Local Revenues	1,849	1,849	4,234	2,385	1,849
Fundraising and Grants	170,000	200,215	200,446	232	127,890
Total Revenue	3,164,974	3,203,860	3,221,141	17,282	2,955,019
Expenses					
Compensation and Benefits	1,990,115	1,982,103	1,827,600	154,504	1,557,625
Books and Supplies	199,221	211,221	221,221	(10,000)	122,812
Services and Other Operating Expenditures	814,101	839,400	881,534	(42,135)	759,889
Capital Outlay	-	-	-	-	-
Total Expenses	3,003,437	3,032,724	2,930,355	102,369	2,440,325
Operating Income (excluding Depreciation)	161,537	171,135	290,786	119,651	514,694

3. Cash Flow

Steady Cash Position in September; Working Capital Now Needed Around December



- \$226K cash from Receivable Sales in September; ending cash at \$229K
- October revenues expected to be strong
 - \$35K PCSGP, to be confirmed
- November and December revenues expected to be lower than expenses; further exacerbated by redemption of receivable sales
- Will likely need to manage cash again in December
 - Receivable sales
- Strong outlook for spring months

Coversheet

2016 Board Meeting Schedule

Section: VI. Governance
Item: C. 2016 Board Meeting Schedule
Purpose: FYI
Submitted by:
Related Material: EBIA 2016 Board Meeting Schedule.docx



EBIA 2016 Board Meeting Schedule

Draft

January	1/20/16
February	2/17/16
March	3/16/16
April	4/20/16
May	5/18/16
June	6/15/16
July	Break
August	8/17/16
September	9/21/16
October	10/19/16
November	11/16/16
December	Break

All meetings held from 8-9:30pm at EBIA 3400 Malcolm Ave, Oakland CA 94605

Coversheet

Executive Director/Head of School Contract

Section: VII. Other Business
Item: A. Executive Director/Head of School Contract
Purpose: Vote
Submitted by:
Related Material: Devin Krugman HOS Final.pdf

EMPLOYMENT OFFER AND AGREEMENT FOR:

**DEVIN KRUGMAN
HEAD of SCHOOL
EAST BAY INNOVATION ACADEMY**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above named employee (“Employee”) and the Board of Directors (“Board”) of the East Bay Innovation (EBIA) Charter School, a California public charter school approved by Oakland Unified School District. The EBIA Charter School Board desires to hire an Executive Director (a.k.a ‘Head of School’) who will lead the operations and compliance of the school in meeting its goals and the requirements of EBIA Charter School’s charter. The parties recognize that EBIA Charter School is not governed by the provisions of the California Education Code except as expressly set forth in the Charter Schools Act of 1992. The Board desires to engage the services of the Employee for implementing the purposes, policies, and procedures of EBIA Charter School.

WHEREAS, EBIA Charter School and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. EBIA Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. EBIA Charter School has been duly approved by the Oakland Unified School District. A copy of the EBIA Charter School’s charter is attached hereto and fully incorporated by reference herein.
2. Pursuant to Education Code section 47604, EBIA Charter School has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 et seq. of the Corporations Code). As such, EBIA Charter School is considered a separate legal entity from the Oakland Unified School District (OUSD), which granted the charter. OUSD shall not be liable for any debts and obligations of EBIA Charter School, and the employee signing below expressly recognizes that he/she is being employed by EBIA Charter School and not OUSD.
3. Pursuant to Education Code section 47610, EBIA Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. EBIA Charter School shall be deemed the exclusive public school employer of the employees at EBIA Charter School for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

Serve as the source of strategy, design and innovation for EBIA’s programs. Lead, manage and

oversee all functions of EBIA, including establishing a sustaining education program to ensure academic performance of students, develop strategies and relationships needed to develop and replicate EBIA's educational model, recruit and hire key staff members, develop strategic partnerships with education and business organizations to move the mission of the school forward, evangelize and fundraise for EBIA in support of building upon and expanding EBIA's programs, work in partnership with EBIA's board to establish financial budgets and forecasts to ensure fiscal solvency of the organization. Manage and direct the school site and provide a strategic vision and plan for future facility needs.

- Understand, promote and support the mission, vision and guiding principles of EBIA Charter School.
- Ensure that all school staff understand, promote and support the mission, vision and guiding principles of EBIA Charter School.
- Develop and administer the budget as approved by the Board of Directors in accordance with generally accepted accounting principles.
- Serve as primary liaison to the Board and to the larger community
- Oversee all operational aspects of the school; establish and maintain efficient and effective systems and procedures. Ensure all District, County and State accountability requirements are met.
- Ensure a positive and inclusive school climate is created, embracing EBIA's innovator norms.
- Manage all outreach, marketing, and admissions to ensure that enrollment targets are met.
- Oversee the alignment of the Design Thinking, Project Based Learning, and Blended Learning models to ensure teachers understand and experience the EBIA approach as a cohesive approach; oversee the development of the EBIA Essentials of Effective Instruction to define excellent instruction and progression towards excellent instruction.
- Manage the setting of clear, measurable, motivating goals at the beginning of the year for every grade/subject and every class; ensure the team is bought into the goals and feels motivated by and accountable to them; keep goals front and center and regularly assess student progress toward them.
- Plan and develop the instructional program in partnership with the Principal and staff.
- Help facilitate regular data inquiry cycles with teaching teams to ensure all students are making adequate progress towards mastery of standards.
- Ensure that systematic interventions occur whenever students are struggling; monitor quality and effectiveness of interventions to ensure they are rigorous, disciplined, and high-impact.
- Oversee the management of the assessment system to ensure that teachers are using data to drive instruction and differentiate instruction; support teachers in developing strategic individualized learning plans.
- Facilitate the identification of clear learning goals for teachers and the creation and execution of development plans using a range of coaching strategies to improve teacher effectiveness.
- Ensure that teachers receive hands-on coaching and help them master the EBIA Essentials of Effective Instruction.
- Oversee the planning for both full units and individual lessons with teachers, and ensure they are guided through the entire Teaching for Understanding planning process

- Accurately identify and prioritize professional development needs through careful analysis of student data, teacher growth areas and school goals; maximize the impact of formal PD time and ensure that all sessions are thoroughly and thoughtfully planned, engaging and actionable
- Ensure effective and frequent communications systems across multiple stakeholder groups.
- Seek input from staff, parents, students and Board of Directors on the school's functioning through formal and informal structures in order to make positive changes over time while maintaining program continuity and comprehensiveness.
- Hire and supervise all staff. Ensure a comprehensive and thoughtful supervision process is established and continually work to help all staff reach goals and improve their performance; evaluate all staff using strategic evaluation tools and processes.
- Develop a sense of community while respecting and responding appropriately to the strengths and needs of staff. Act as a liaison, when necessary and appropriate, between parents and staff.
- Demonstrate excitement about learning and excitement about engaging children in learning. Attempt to know every student attending the school and uphold high expectations for students.
- Be available to parents on a regular basis. Keep parents informed of and involved in policy changes at the school. Encourage parent support and cooperation and enlist their efforts to sustain well-kept school structure.
- Assist in fundraising efforts to ensure that the organization's fundraising goals are met.
- Other duties as assigned by the Board of Directors.

2. **Work Schedule**

The Head of School is expected to be on the school site every day school is in session unless off-site school business requires being away from the school site.

This position begins October 1, 2014 and is a year-round position.

Work days for the Employee shall be consistent with the applicable calendar of work days for this position for an indefinite term until terminated in accordance with the provisions of this Agreement. (The annual school calendar will be established by the Employee and approved by the EBIA Board.) Employment is at-will as specified in Section [C] below.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with EBIA Charter School.

3. **Compensation**

The annual base salary for this full-time, exempt position is \$120,000 beginning 10/1/2014. Starting 10/1/2015, the salary increases to \$130,000.

The Head of School will participate in the EBIA Annual Incentive Plan (AIP).

Year 1: Head of School AIP bonus range is 6%-9% of base salary, based on attainment of established performance metrics, which will be annually drafted by the employee and annually approved by the EBIA Board.

Year 2: Head of School AIP bonus range is 8%-12% of base salary, based on attainment of established performance metrics, which will be annually drafted by the employee and annually approved by the EBIA Board.

Year 3 and all subsequent years: Head of School AIP bonus range is 12%-16% of base salary, based on attainment of established performance metrics, which will be annually drafted by the employee and annually approved by the EBIA Board.

Performance against the requirements of this agreement will be reviewed annually with a committee designated by the Board of Directors.

4. **Vacation**

In addition to **twelve national/California holidays** (currently New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, July 4, Labor Day, Columbus or Veteran's Day, Thanksgiving and the day after, Christmas Eve and Day), the Head of School accrues **20 days of Paid Time Off** per year (accrued monthly). The Head of School is expected to take 10 days of paid time off during the school year during periods when school is not in session (holiday breaks) and the remainder during the summer break, except in extenuating circumstances. The Director may only carry-over ten days of paid time off per year and may not exceed twenty total carry-over days in any year. For purposes of vacation carry-over, the year begins the first day of school.

5. **Employee Benefits**

The employee will be entitled to participate in designated employee benefit programs and plans established by EBIA Charter School (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be amended and modified by EBIA Charter School. It will be the responsibility of the employee to establish EBIA's employee benefit program, which will start for all employees on July 1, 2014. Benefits will include Kaiser Permanente medical coverage, Delta dental, and VSP vision and eye care benefits. Other benefits include participating in an elective 403B plan, in addition to the customary social security contributions.

6. **Employee Rights**

Employment rights and benefits for employment at EBIA Charter School shall only be as specified in this Employment Agreement, EBIA Charter School's charter, the Charter Schools Act and EBIA Charter School's personnel policies, which from time to time may be amended and modified by EBIA Charter School. Employment rights and benefits may be affected by other applicable agreements, directives or advisories from the California Department of Education or State Board of Education. During the term of this

Agreement, Employee shall not acquire or accrue tenure, or any employment rights with the OUSD or EBIA Charter School.

7. **Licensure**

Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and a clear DOJ report.

8. **Child Abuse Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the Employee acknowledges he or she is a childcare custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Assignment of Inventions Agreements**

Employee shall at all times be subject to and bound by the Agreement to Assign Inventions, attached hereto as Attachments A, which is incorporated herein by reference.

C. **EMPLOYMENT AT-WILL**

EBIA Charter School may terminate this Agreement and Employee's employment at any time with or without cause, with or without notice, at EBIA Charter School's sole and unreviewable discretion. Either party may immediately terminate this Agreement and EBIA Charter School's employment upon written notice to the other party.

Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of EBIA Charter School. No one other than the Board of EBIA Charter School has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of EBIA Charter School and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

Without impacting the at-will nature of the employment relationship, EBIA Charter School may attempt to remedy and address issues of unsatisfactory performance with the Employee in accordance with EBIA Charter School's policy on Evaluation/Reviews.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with EBIA Charter School on the terms specified herein.
2. All information I have provided to EBIA Charter School related to my employment is true and accurate.
3. A copy of the charter is attached hereto.
4. This is the entire agreement between EBIA Charter School and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____

Address: _____

Telephone: _____ Social Security Number: _____

EBIA Charter School Approval:

Dated: 9/25/15

Authorized EBIA Charter School Representative

This Employment Agreement is subject to the formal ratification and approval by the Governing Board of EBIA Charter School at the next scheduled board meeting.

Attachment A

AGREEMENT TO ASSIGN INVENTIONS

While providing services to EBIA Charter School (together with its affiliates and subsidiaries, the "School"), your services may include, in part, the development of new products. To protect the School's ownership of these products and services, the School requires that you read and sign this Agreement. If you have any questions about this Agreement, or do not understand any part of it, please discuss your questions or concerns with your counsel before signing this Agreement.

1. Assignment of Inventions. I understand and agree that all Inventions (as defined below) that I develop, in whole or in part, will be the sole and exclusive property of the School, and I hereby assign all of my right, title and interest in and to any and all inventions, original works of authorship, curriculum, discoveries, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice during the period of my contract with the School ("Inventions") to the School, and I further agree to take all steps necessary to assist the School with applications, registrations, and other proper documentation to secure the assignment and protection of those rights.

I further understand and agree that this Agreement does not apply to any invention that I develop entirely on my own time without using the School's equipment, supplies, facilities, or trade secret information, except for those inventions that either:

(a) Relate at the time of conception or reduction to practice of the invention to the School's business, or actual or demonstrably anticipated research or development of the School; or

(b) Result from any work performed by me for the School.

2. Disclosure of Inventions. I agree to make prompt and full disclosure to the School of all Inventions made by me during the term of my employment, whether made solely or jointly with others. All information disclosed by me to the School that is outside the scope of this Agreement shall be received and held by the School in confidence. Such disclosure by me shall be made so that the School can determine whether or not rights to such Invention are the School's property.

3. Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions and other business information made by me in the form of notes, sketches, drawings and other notations, which may be specified by the School. These records are the sole and exclusive property of the School.

4. Inventions or Information Retained as Employee Property. Attached as **Exhibit A** to this Agreement, and incorporated herein by this reference, is a list of all Inventions that belonged to me prior to my contract with the School (collectively referred to as "Prior Inventions") and that relate to the business of the School or its actual or demonstrably anticipated research or development, the ownership of which is not assigned to the School hereunder. If no such list is attached, I represent that there are no such Prior Inventions. I represent that there are no other Inventions retained by me, except as disclosed.

5. Incorporation of Employee’s Inventions or Information. If, during the course of my employment with the School, I incorporate into the School’s products or information, processes, technology, or devices a prior invention or idea owned by me or in which I have an interest, then I hereby grant to the School a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such prior invention or information as part of, or in connection with, the School’s products, processes, technology, devices, or information. If the School sells such prior invention or information as part of, or in connection with, the School’s products, processes, technology, devices, or information, the School will negotiate in good faith with the employee to determine a fair license fee for use of such prior invention.

6. Intellectual Property Rights in Works of Authorship. I acknowledge and agree that any intellectual property rights which qualify as works of authorship belong to the School and are “works made for hire” within the definition of Section 101 of the United States Copyright Act, Title 17, United States Code.

AGREED TO AND ACCEPTED BY:

Dated: _____

Exhibit A Inventions or Information Retained as Employee Property

- 1. _____
- 2. _____
- 3. _____

Please add additional information/lines as needed