



East Bay Innovation Academy

Board Meeting

Review and Approve SARC

Date and Time

Monday January 31, 2022 at 8:00 PM PST

Location

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

DUE TO Approval of Board Findings Relating to Teleconference Meetings During State of Emergency - this meeting will be held online using Zoom ONLY. Please join us!!!

Zoom:

hipaa@eastbayia.org EBIA is inviting you to a scheduled Zoom meeting.

Topic: Board Meeting

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

Join Zoom Meeting

[https://zoom.us/j/92958806570?](https://zoom.us/j/92958806570?pwd=VDJ0VVZkR2NQenNvT0dDYU9Yc0pvdz09)

[pwd=VDJ0VVZkR2NQenNvT0dDYU9Yc0pvdz09](https://zoom.us/j/92958806570?pwd=VDJ0VVZkR2NQenNvT0dDYU9Yc0pvdz09)

Meeting ID: 929 5880 6570

Passcode: 762966

One tap mobile

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+1 301 715 8592 US (Washington DC)

Meeting ID: 929 5880 6570

Find your local number: <https://zoom.us/j/92958806570>

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
Opening Items			
A. Record Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency	Vote	Rochelle Benning	5 m

Board findings pursuant to Government Code Section 54953(e)

The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

	Purpose	Presenter	Time
D. Approve Minutes from the Last East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
E. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)		Rochelle Benning	15 m

Public comment is limited to a maximum of 3 minutes of comment time per speaker

II. Governance 8:23 PM

Governance

A. Review and Approve East Bay Innovation Academy Consent Agenda Items	Vote	Rochelle Benning	5 m
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Consent Agenda Items:

- SARC 20-21 report
- Revised SY 2021-2022 Calendar
- Coaching Consultant Agreement
- Occupational Therapist Agreement

III. Academic Excellence 8:28 PM

Academic Excellence

A. Covid-19 Update	Discuss	Michelle Cho	5 m
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- Testing, masking update Jan 2022
- OUSD student vaccine mandate

IV. Other Business 8:33 PM

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

Current board meetings through the end of the school year are scheduled follows - do we need to make any adjustments that we can incorporate into our schedule now?

February	8:00PM Wednesday, 2/16/2022
March	8:00PM Wednesday, 3/16/2022
April	8:00PM Wednesday, 4/20/2022
May	8:00PM Wednesday, 5/18/2022
June	8:00PM Wednesday, 6/8/2022
July	2022 Summer Break

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

V. Closing Items			8:45 PM
A. Adjourn Meeting	Vote	Rochelle Benning	1 m

Coversheet

Review and Approve East Bay Innovation Academy Consent Agenda Items

Section: II. Governance
Item: A. Review and Approve East Bay Innovation Academy Consent Agenda Items
Purpose: Vote
Submitted by:
Related Material:
2021_School_Accountability_Report_Card_East_Bay_Innovation_Academy_20220131 (1).pdf
SY 2021-22 Calendar rev Jan 2022.pdf
Executive Coaching Consultant Agreement EBIA-JM 2022.01.27.pdf
Consultant Agreement EBIA-Soriano, Stephanie OT 220111 (2).pdf

East Bay Innovation Academy

2021 School Accountability Report Card

General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at www.cde.ca.gov/ta/ac/sa/

For more information about the LCFF or the LCAP, see the CDE LCFF web page at www.cde.ca.gov/fg/aa/lc/

For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2021-22 School Contact Information

School Name	East Bay Innovation Academy
Street	3400 Malcolm Ave.
City, State, Zip	Oakland, CA 94605
Phone Number	5105779557
Principal	Rodolfo Ornelas, Francesca Fay, Mick Terrizzi
Email Address	rodolfo.ornelas@eastbayia.org, francesca.fay@eastbayia.org, mterrizzi@eastbayia.org
School Website	eastbayia.org
County-District-School (CDS) Code	01-61259-0129932

2021-22 District Contact Information

District Name	East Bay Innovation Academy
Phone Number	5105779557
Superintendent	Michelle Cho
Email Address	info@eastbayia.org
District Website Address	www.eastbayia.org

2021-22 School Overview

Our Mission: To prepare 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.

Our Vision: EBIA is rethinking how schools are run and structured, so that they better reflect the needs of a 21st century world. Most schools have not changed their structure, organization, facilities or instruction in over 50 years. While schools have not changed, our world has, leaving many of our schools, even the “best” ones, behind. EBIA offers a powerful option for Oakland families and educators to build a diverse school that addresses the needs of the 21st century and beyond.

About this School

2020-21 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 6	110
Grade 7	128
Grade 8	124
Grade 9	63
Grade 10	77
Grade 11	64
Grade 12	64
Total Enrollment	630

2020-21 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	44
Male	56
American Indian or Alaska Native	0.6
Asian	4.6
Black or African American	24.8
Filipino	1
Hispanic or Latino	36
Native Hawaiian or Pacific Islander	1.3
Two or More Races	11.4
White	20
English Learners	8.1
Socioeconomically Disadvantaged	37
Students with Disabilities	16

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>

2019-20 Teacher Preparation and Placement

Authorization/Assignment	2019-20
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	20
Intern Credential Holders Properly Assigned	1
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	6
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	7
Unknown	0
Total Teaching Positions	34

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned to based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2019-20 Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2019-20
Permits and Waivers	3
Misassignments	3
Vacant Positions	0
Total Teachers Without Credentials and Misassignments	6

2019-20 Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2019-20
Credentialed Teachers Authorized on a Permit or Waiver	1
Local Assignment Options	6
Total Out-of-Field Teachers	7

2019-20 Class Assignments

Indicator	2019-20
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	46%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	8%

2021-22 Quality, Currency, Availability of Textbooks and Other Instructional Materials

As a blended learning school, all EBIA students have access to a Chromebook laptop throughout their day. Through this laptop they are able to access instructional materials on such platforms as Echo, College Prep Math (CPM), ALEKS, Achieve 3000, APEX, Newsela, Edpuzzle and more. EBIA uses these instructional programs in place of traditional textbooks.

Year and month in which the data were collected	January 2021
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Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Achieve3000		
Mathematics	College Prep Math		
Science	N/A		
History-Social Science	N/A		
Foreign Language	N/A		
Health	N/A		
Visual and Performing Arts	N/A		
Science Laboratory Equipment (grades 9-12)	High school science has access to science labs at Holy Names University, next door.		

School Facility Conditions and Planned Improvements

Ongoing monitoring/repair at district facility. Upper campus facility is outdated and in need of deferred maintenance; restrooms were updated in 17-18. Driveway partly repaired in 2019.

Year and month of the most recent FIT report	
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System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces		X		
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			District facility structures repaired fall 2018.
Safety: Fire Safety, Hazardous Materials		X		
Structural: Structural Damage, Roofs		X		Water main leak was fixed in January 2019.
External: Playground/School Grounds, Windows/ Doors/Gates/Fences		X		

Overall Facility Rate			
Exemplary	Good	Fair	Poor
		X	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

SARC Reporting in the 2020-2021 School Year Only

Where the most viable option, LEAs were required to administer the statewide summative assessment in ELA and mathematics. Where a statewide summative assessment was not the most viable option for the LEA (or for one or more grade-level[s] within the LEA) due to the pandemic, LEAs were allowed to report results from a different assessment that met the criteria established by the State Board of Education (SBE) on March 16, 2021. The assessments were required to be:

- Aligned with CA CCSS for ELA and mathematics;
- Available to students in grades 3 through 8, and grade 11; and
- Uniformly administered across a grade, grade span, school, or district to all eligible students.

Options

Note that the CAAs could only be administered in-person following health and safety requirements. If it was not viable for the LEA to administer the CAAs in person with health and safety guidelines in place, the LEA was directed to not administer the tests. There were no other assessment options available for the CAAs. Schools administered the Smarter Balanced Summative Assessments for ELA and mathematics, other assessments that meet the SBE criteria, or a combination of both, and they could only choose one of the following:

- Smarter Balanced ELA and mathematics summative assessments;
- Other assessments meeting the SBE criteria; or
- Combination of Smarter Balanced ELA and mathematics summative assessments and other assessments.

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative test suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

The 2020-2021 data cells have N/A values because these data are not comparable to other year data due to the COVID-19 pandemic during the 2020-2021 school year. Where the CAASPP assessments in ELA and/or mathematics is not the most viable option, the LEAs were allowed to administer local assessments. Therefore, the 2020-2021 data between school years for the school, district, state are not an accurate comparison. As such, it is inappropriate to compare results of the 2020-2021 school year to other school years.

Subject	School 2019-20	School 2020-21	District 2019-20	District 2020-21	State 2019-20	State 2020-21
English Language Arts/Literacy (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A
Mathematics (grades 3-8 and 11)	N/A	N/A	N/A	N/A	N/A	N/A

2020-21 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	420	341	81.19	18.81	56.05
Female	196	159	81.12	18.88	60.76
Male	224	182	81.25	18.75	51.93
American Indian or Alaska Native	--	--	--	--	--
Asian	16	14	87.5	12.5	64.29
Black or African American	110	77	70	30	28.95
Filipino	--	--	--	--	--
Hispanic or Latino	164	134	81.71	18.29	50.38
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	41	40	97.56	2.44	70
White	81	72	88.89	11.11	86.11
English Learners	36	28	77.78	22.22	7.14
Foster Youth	--	--	--	--	--
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	163	121	74.23	25.77	38.33
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	63	45	71.43	28.57	24.44

2020-21 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment. The CDE will populate this table for schools in cases where the school administered the CAASPP assessment. In cases where the school administered a local assessment instead of CAASPP, the CDE will populate this table with "NT" values, meaning this school did not test students using the CAASPP. See the local assessment(s) table for more information.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students	420	336	80.00	20.00	35.35
Female	196	159	81.12	18.88	32.47
Male	224	177	79.02	20.98	37.85
American Indian or Alaska Native	--	--	--	--	--
Asian	16	12	75.00	25.00	66.67
Black or African American	110	77	70.00	30.00	12.99
Filipino	--	--	--	--	--
Hispanic or Latino	164	134	81.71	18.29	27.13
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	41	38	92.68	7.32	50.00
White	81	72	88.89	11.11	61.11
English Learners	36	29	80.56	19.44	3.57
Foster Youth	--	--	--	--	--
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	163	117	71.78	28.22	20.35
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	63	43	68.25	31.75	6.98

2020-21 Local Assessment Test Results in ELA by Student Group

This table displays Local Assessment test results in ELA by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

*At or above the grade-level standard in the context of the local assessment administered.

2020-21 Local Assessment Test Results in Math by Student Group

This table displays Local Assessment test results in Math by student group for students grades three through eight and grade eleven. LEAs/schools will populate this table for schools in cases where the school administered a local assessment. In cases where the school administered the CAASPP assessment, LEAs/schools will populate this table with "N/A" values in all cells, meaning this table is Not Applicable for this school.

*At or above the grade-level standard in the context of the local assessment administered.

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

The 2019-2020 data cells with N/A values indicate that the 2019-2020 data are not available due to the COVID-19 pandemic and resulting summative testing suspension. The Executive Order N-30-20 was issued which waived the assessment, accountability, and reporting requirements for the 2019-2020 school year.

For any 2020-2021 data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Subject	School 2019-20	School 2020-21	District 2019-20	District 2020-21	State 2019-20	State 2020-21
Science (grades 5, 8 and high school)	N/A	42.86	N/A	NT	N/A	28.72

2020-21 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. For any data cells with N/T values indicate that this school did not test students using the CAASPP Science.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	187	142	75.94	24.06	42.86
Female	86	64	74.42		
Male	101	78	77.23		
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	50	31	62.00	38.00	20.00
Filipino	--	--	--	--	--
Hispanic or Latino	50	42	84.00	16.00	21.43
Native Hawaiian or Pacific Islander	--	--	--	--	--
Two or More Races	26	20	76.92	23.08	50.00
White	48	40	83.33	16.67	74.36
English Learners	--	--	--	--	--
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	52	38	73.08	26.92	24.32
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	26	16	61.54	38.46	6.25

2020-21 Career Technical Education Programs

As a STEAM (science, technology, engineering, art and math) school, EBIA offers students courses in computer science and visual arts. These courses align to industry standards in communication technologies, programming and design. School is developing a linked learning pathway combining these disciplines. EBIA is building its Linked Learning Pathway in Information/Communication/Technology with a 4-year CTE course sequence, work-based learning opportunities, and college/career readiness services.

2020-21 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	138
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	100
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	100

Course Enrollment/Completion

This table displays the course enrollment/completion of University of California (UC) and/or California State University (CSU) admission requirements.

UC/CSU Course Measure	Percent
2020-2021 Pupils Enrolled in Courses Required for UC/CSU Admission	100
2019-2020 Graduates Who Completed All Courses Required for UC/CSU Admission	3.23

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2020-21 California Physical Fitness Test Results

Due to the COVID-19 crisis, the Physical Fitness Test was suspended during the 2020-2021 school year and therefore no data are reported and each cell in this table is populated with "N/A."

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
Grade 5	N/A	N/A	N/A
Grade 7	N/A	N/A	N/A
Grade 9	N/A	N/A	N/A

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2021-22 Opportunities for Parental Involvement

In order to support active family involvement in our school, EBIA welcomes volunteers during Intersession, holds Project Expos where family members are invited to play a role in presentations, holds monthly cafecito meetings where families can talk with administrators, and conducts PLPs -- personalized learning plans led by students where student, family and advisor meet to discuss progress and goals. Parents are also invited to serve as advisory parents, to disseminate important information to other parents in advisory. Parent Advisory Council (PAC) is another way for parents to be involved. This group welcomes all parents to learn, plan and facilitate events and activities such as parent education forum, SpringFest, and Staff Appreciation. The group also provides feedback to administration on strategic direction, as needed.

C. Engagement

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2018-19	School 2019-20	School 2020-21	District 2018-19	District 2019-20	District 2020-21	State 2018-19	State 2019-20	State 2020-21
Dropout Rate		24.4	1.5	12.6	11.2	11.3	9.0	8.9	9.4
Graduation Rate		68.9	96.9	76.5	76.5	77.1	84.5	84.2	83.6

2020-21 Graduation Rate by Student Group (Four-Year Cohort Rate)

This table displays the 2020-21 graduation rate by student group. For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at www.cde.ca.gov/ds/ad/acgrinfo.asp.

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	65	63	96.9
Female	23	22	95.7
Male	42	41	97.6
American Indian or Alaska Native	0	0	0.00
Asian	--	--	--
Black or African American	15	15	100.0
Filipino	0	0	0.00

Hispanic or Latino	19	19	100.0
Native Hawaiian or Pacific Islander	--	--	--
Two or More Races	13	12	92.3
White	14	13	92.9
English Learners	--	--	--
Foster Youth	0.0	0.0	0.0
Homeless	0.0	0.0	0.0
Socioeconomically Disadvantaged	21	21	100.0
Students Receiving Migrant Education Services	0.0	0.0	0.0
Students with Disabilities	14	13	92.9

2020-21 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	636	630	115	18.3
Female	279	277	44	15.9
Male	357	353	71	20.1
American Indian or Alaska Native	4	4	2	50.0
Asian	30	29	3	10.3
Black or African American	159	158	34	21.5
Filipino	6	6	2	33.3
Hispanic or Latino	228	227	41	18.1
Native Hawaiian or Pacific Islander	8	8	6	75.0
Two or More Races	73	71	9	12.7
White	128	127	18	14.2
English Learners	52	51	12	23.5
Foster Youth	1	1	0	0.0
Homeless	0	0	0	0.0
Socioeconomically Disadvantaged	244	242	60	24.8
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	108	104	23	22.1

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data collected between July through June, each full school year respectively. Data collected during the 2020-21 school year may not be comparable to earlier years of this collection due to differences in learning mode instruction in response to the COVID-19 pandemic.

Subject	School 2018-19	School 2020-21	District 2018-19	District 2020-21	State 2018-19	State 2020-21
Suspensions	5.03	0.79	4.40	0.03	3.47	0.20
Expulsions	0.00	0.00	0.09	0.00	0.08	0.00

This table displays suspensions and expulsions data collected between July through February, partial school year due to the COVID-19 pandemic. The 2019-2020 suspensions and expulsions rate data are not comparable to other year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to other school years.

Subject	School 2019-20	District 2019-20	State 2019-20
Suspensions	5.75	3.64	2.45
Expulsions	0.00	0.07	0.05

2020-21 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.79	0.00
Female	1.08	0.00
Male	0.56	0.00
American Indian or Alaska Native	0.00	0.00
Asian	0.00	0.00
Black or African American	0.00	0.00
Filipino	0.00	0.00
Hispanic or Latino	0.88	0.00
Native Hawaiian or Pacific Islander	0.00	0.00
Two or More Races	0.00	0.00
White	2.34	0.00
English Learners	1.92	0.00
Foster Youth	0.00	0.00
Homeless	0.00	0.00
Socioeconomically Disadvantaged		
Students Receiving Migrant Education Services	0.00	0.00
Students with Disabilities		

2021-22 School Safety Plan

Current plan was updated in October 2017 and reviewed by the board and staff in November 2017. A COVID safety plan was developed and adopted for 20-21 year.

East Bay Innovation Academy has a Comprehensive School Safety Plan that covers the school's policies and expectations regarding the practices that maintain the security and safety of the physical campus, student body, and staff. The plan covers campus safety and security including visitor and adult supervision policies, emergency preparedness and response by disaster type. The plan also addresses student discipline and abuse/harassment prevention. The COVID re-opening plan covers COVID protocols and safeguards as recommended by the local (Alameda County Public Health) and the state (California Department of Public Health) authorities. They range from facility modifications to personal and group behavior to minimize health risk related to Covid-19.

D. Other SARC Information	<p>Information Required in the SARC</p> <p>The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.</p>
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2018-19 Elementary Average Class Size and Class Size Distribution

This table displays the 2018-19 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K				
1				
2				
3				
4				
5				
6	28		24	

2019-20 Elementary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K				
1				
2				
3				
4				
5				
6	27		25	

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K				
1				
2				
3				
4				
5				
6	28		20	

2018-19 Secondary Average Class Size and Class Size Distribution

This table displays the 2018-19 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	27	5	12	
Mathematics	28	2	14	
Science	28	2	14	
Social Science	28	4	12	

2019-20 Secondary Average Class Size and Class Size Distribution

This table displays the 2019-20 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	28	2	15	1
Mathematics	26	5	15	
Science	26	2	15	1
Social Science	28	2	15	

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	27	5	12	2
Mathematics	24	8	13	2
Science	30	1	13	3
Social Science	27	5	10	2

2020-21 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	630

2020-21 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	0
Psychologist	1
Social Worker	0
Speech/Language/Hearing Specialist	1
Resource Specialist (non-teaching)	2

2019-20 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2019-20 expenditures per pupil and average teach salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$11039	\$2,704	8335	\$70,682
District	N/A	N/A		\$68,321
Percent Difference - School Site and District	N/A	N/A		3.4
State			\$8,444	\$84,665
Percent Difference - School Site and State	N/A	N/A	-1.3	-18.0

2020-21 Types of Services Funded

Special Education services, academic support/tutoring services

2019-20 Teacher and Administrative Salaries

This table displays the 2019-20 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$48,926	\$50,897
Mid-Range Teacher Salary	\$67,368	\$78,461
Highest Teacher Salary	\$96,755	\$104,322
Average Principal Salary (Elementary)	\$111,968	\$131,863
Average Principal Salary (Middle)	\$117,064	\$137,086
Average Principal Salary (High)	\$139,888	\$151,143
Superintendent Salary	\$336,169	\$297,037
Percent of Budget for Teacher Salaries	29%	32%
Percent of Budget for Administrative Salaries	8%	5%

2020-21 Advanced Placement (AP) Courses

This table displays the percent of student in AP courses at this school.

Percent of Students in AP Courses	56.0
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This table displays the number of AP courses offered at this school where there are student course enrollments of at least one student.

Subject	Number of AP Courses Offered
Computer Science	2
English	1
Fine and Performing Arts	0
Foreign Language	0
Mathematics	1
Science	2
Social Science	1
Total AP Courses Offered	9

Professional Development

Across the schoolyear, EBIA's teachers receive up to 23 days of professional development, in addition to individual and team coaching and evaluation. Teachers have two full weeks of professional development before the start of the schoolyear, one full week at the end of our first trimester in October, another full week at the end of our second trimester in February, and another full day at the end of the schoolyear. During these professional development sessions, our administrative team onboards staff to our instructional model, reviews student performance and growth data, sets school priorities and trains teachers in new techniques related to school culture and climate and instructional practice.

Further, in an effort to create a professional culture that supports unit member growth, EBIA implements a consistent evaluation process to advance the improvement of the professional skills of all teachers and thereby, advancing improvement of the quality of education for all students of EBIA. EBIA's expectation is that teachers will set goals that connect classroom teaching strategies and student learning, with an emphasis on continued improvement of instructional practice. The purpose of the Personalized Educator Plan (PEP) is the support continuous improvement and innovation of the instructional program at EBIA. EBIA encourages teachers to reflect on their classroom practice, set realistic goals for the year and collaborate with colleagues and administrators to design engaging and challenging activities for students. Teachers are supported in this process through thrice yearly formal observations, biweekly coaching meetings with their supervisors and weekly team (grade and department) meetings.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2019-20	2020-21	2021-22
Number of school days dedicated to Staff Development and Continuous Improvement	21	21	17

East Bay Innovation Academy

2021-2022 School Calendar v.2

July 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

R-17

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

R-21

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

R-20

October 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

R-9

I-5

November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

R-13

December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

R-19

January 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

R-14

I-4

February 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

R-22

March 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

R-15

April 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

R-21

May 2022						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

R-2

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



- School Closed: Holiday
- Orientation. Upper School Aug. 9- 13. Lower School Aug. 9-20.
- First and Last Day of School
- Intersession (TBD), PLP Prep, Capstone Presentations (last week)
- PLP Days. No classes for students. Our personalized learning plans appointments will be scheduled for each EBIA student and their guardians.
- School Closed: Faculty PD
- State (SBAC) and Advanced Placement (AP) testing
- Summer Session for Students



2021-2022 CALENDAR OF EVENTS

DATE	EVENT
Jul-5	School Closed-Holiday: Observation of July 4th
Jul-6	First Day of EBIA Summer Session
Jul-30	Last Day of EBIA Summer Session
Aug-2	First Day of Returning Teacher PD
Aug-9	First Day of School
Aug 9-13	Upper School Orientation
Aug 9-20	Lower School Orientation
Aug-TBD	Lower School Back to School Nights
Aug-TBD	Upper School Back to School Nights
Sep-6	School Closed-Holiday: Labor Day
Sep-TBD	PAC (Parent Advisory Council) meeting
Oct-11	School Closed-Holiday: Indigenous Peoples' Day
Nov-1	End of Trimester 1
Nov 2-8	Intersession (TBD)
Nov 9-10	PLP Days, no classes
Nov-11	School Closed-Holiday: Veterans Day
Nov-12	Start of Trimester 2
Nov 22-26	School Closed-Holiday: Thanksgiving
Dec-TBD	PAC (Parent Advisory Council) meeting
Dec 20-Jan 3	School Closed: Winter Recess
Jan-3	Faculty In-Service PD
Jan-4	Classes Resume
Jan-17	School Closed-Holiday: Martin L. King Jr. Day
Feb-18	End of Trimester 2
Feb-21	School Closed-Holiday: Presidents Day
Feb 22-25	Intersession (TBD)
Feb 28- Mar 1	PLP Days, no classes
Mar-2	Start of Trimester 3
Mar- TBD	PAC (Parent Advisory Council) meeting
Apr-1	School Closed: Cesar Chavez Day
Apr 4-8	School Closed-Holiday: Spring Recess
Apr-11	Classes Resume
May- TBD	State & AP Testing
May-30	School Closed-Holiday: Memorial Day
May 31-Jun 2	Capstone Projects, Intersession
Jun-3	8th Grade Promotion
Jun-3	Last Day of School for Students
Jun-3	Upper School Graduation
Jun-6	Staff Closing Day- Last Day for Teachers

KEY	
	School Closed: Holiday
	Orientation. Upper School Aug. 10-21. Lower School Aug. 10-28.
	Orientation. Lower School Aug. 10-28.
	First and Last Day of School
	Intersession (TBD), PLP Prep, Capstone Presentations (last week)
	PLP Days. No classes for students.
	School Closed: Faculty PD
	State (SBAC) and Advanced Placement (AP) testing
	Summer Session
	Start/ End of Trimester

East Bay Innovation Academy
Agreement: Leadership consultant



Independent Contractor Agreement PROJECT DESCRIPTION

1.0 General Information

This Project Description is entered into and made effective February 1, 2022 (the “Effective Date”) by and between Jim May (“Consultant”), having a principal place of business at 5134 Thornton Street, El Paso, TX 79932 and the East Bay Innovation Academy (“Client”), having a principal place of business at 3400 Malcolm Ave, Oakland CA 94605.

2.0 Service Description

Consultant agrees to provide executive coaching services to the Client on an as-requested basis as follows:

For each site leader at both campuses, offer:

- Bi-monthly planned coaching sessions via Zoom (1 hour), based on individual needs, including administrative, instructional, and culture/climate leadership
- As needed perspective sessions via Zoom
- As needed email support

3.0 General Terms

- Rate: \$200 per hour, up to \$10,000 through July 2022.
- All independent contractors must submit proof of minimum insurance coverage, as delineated in Table One.

Invoices will be sent monthly for actual time expended, and include a description of services performed and recipient of coaching. All invoices will be issued and payments made in US dollars, due net 30 days. Amount billed in total, will not exceed estimates above without prior written approval from Client via a Change Order or updated project description.

East Bay Innovation Academy
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PAYMENT

Billing Address: East Bay Innovation Academy
3400 Malcolm Ave, Oakland CA 94605
Contact Phone Number: 510-577-9557
Bill to email address: info@eastbayia.org

4.0 Signatures

IN WITNESS WHEREOF, Jim May and East Bay Innovation Academy, each acting under proper authority, have caused this Project Description to be executed as of the Effective Date.

Consultant

Signature: _____
Printed Name: _____
Title: _____
Date: _____

East Bay Innovation Academy

Signature: Michelle S. Cho
Printed Name: Michelle Cho
Title: Executive Director
Date: January 27, 2022

East Bay Innovation Academy
Agreement: Leadership consultant

Terms of Business

1 DEFINITIONS

1.1 In these Terms of Business, the following words and expressions will have the following meanings:

“Confidential Information” means all information (whether written or oral) furnished in connection with an Engagement Letter (including any Project Description, Statement of Work and these Terms), together with all copies thereof and all notes, analyses, compilations, forecasts, studies or other documents containing such information.

“Engagement Letter” means any engagement letter (including any attached Project Description) previously entered into between us and you or accompanying these Terms.

“Intellectual Property Rights” means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

“Project Description” means the description of consulting services (if any) attached as an exhibit to the Engagement Letter.

“East Bay Innovation Academy” means East Bay Innovation Academy, its subsidiaries, affiliates, successors or assigns.

“Services” means the advisory, consulting and additional services to be provided to us by you, subject to these Terms, as set forth in the Project Description, including any related Statement of Work.

“Statement of Work” means the statement of work (if any) accompanying or delivered in connection with the Project Description and executed by the parties that describes the Services to be provided to us and which contains other material terms and conditions of the engagement.

“Terms” means these Terms of Business accompanying a Project Description.

“We” “us” “our” and similar expressions refer to the East Bay Innovation Academy.

“You” “your” “the Consultant” and similar expressions refer to the person, firm or company providing the Services, as identified in our Engagement Letter, Project Description and/or Statement of Work.

2 AGREEMENT

2.1 These Terms and the Engagement Letter, including any related Project Description and/or Statement of Work, shall govern the provision of the Services by you to us to the exclusion of any other terms and conditions.

3 SERVICES/NATURE OF OUR APPOINTMENT

3.1 For each project contemplated, you shall provide us with a Project Description or Statement of Work that will set forth the Services to be provided, your fees and expenses, and other material terms of the engagement. You will use reasonable skill and care to advise and assist us with the project and, where applicable, you will prepare and deliver project deliverables in accordance with the requirements set forth in the applicable Project Description or Statement of Work. We acknowledge and agree that we are ultimately responsible for the results to be achieved from using your Services.

3.2 We agree to give you clear briefings on our proposed projects and requirements from you and give you all relevant information and facts about the Services we require.

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3.3 Changes to the Services or changes to any other aspect of the engagement may be requested by either party but may be subject to changes in applicable charges, timetables or other aspects of the Engagement Letter, Project Description or Statement of Work. All agreed changes must be confirmed in writing signed by both parties.

4 FEES AND EXPENSES

4.1 Fees and expenses will be charged on the basis set out in the Project Description and/or Statement of Work.

4.2 You shall issue us with an invoice on or around the last day of each month in which Services are performed by you and we agree to pay all invoices within thirty (30) days of the date of the invoice.

4.3 All fees and expenses shall be payable without deduction, withholding or set-off and are stated exclusive of sales, use and/or value-added taxes which (if and to the extent applicable) shall be payable at the prevailing rate.

4.4 All contractors must submit a valid W9 before commencing work, and it shall be updated annually or as needed.

5 TERMINATION

5.1 You shall continue to provide Services as set forth in the applicable Project Description or Statement of Work until completion of the project, unless the engagement is earlier terminated by one of us upon not less than thirty (30) days' written notice to the other.

5.2 Notwithstanding the foregoing either party may terminate the engagement immediately by written notice to the other if the other party: (i) commits a material or persistent breach(es) of any of these Terms (including any Project Description or Statement of Work) and, in the case of a breach or breaches capable of remedy, fails to remedy such breach within 30 days of receipt of written notice describing in reasonable detail the breach(es) and requesting that the same be remedied; (ii) admits in writing its inability to pay its debts generally as they become due; (iii) is subject to a general assignment for the benefit of creditors; (iv) institutes proceedings, or has proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; (v) has a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such party's property or provide for the liquidation of such party's property or business affairs.

5.3 Termination of the engagement for any reason shall not affect any rights, duties or responsibilities accrued to the parties prior to such termination. Upon such termination, we shall pay all sums due in respect of Services performed and expenditures incurred (or committed to) by you up to and including the effective date of termination. In addition to, and without limiting the generality of the foregoing, these Terms shall survive any expiration or termination of our engagement.

6 CONFIDENTIALITY

6.1 The parties acknowledge that by reason of the relationship established under the Engagement Letter, they may have access to and acquire Confidential Information of the other party. Each party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received from the other party (the "Disclosing Party") in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of the Engagement Letter, Project Description, Statement of Work and these Terms to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purposes of providing or receiving Services under this or any other contract between the parties.

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The foregoing restrictions shall not apply to Confidential Information that: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; or (iv) is independently developed by the Receiving Party without resort to the Confidential Information. Confidential Information may be disclosed to the extent required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and the Receiving Party shall reasonably cooperate with the Disclosing Party's efforts (at the Disclosing Party's expense) to secure such a protective order or other legal remedy to prevent or limit the disclosure.

6.2 The parties' respective obligations hereunder will survive the expiration or early termination of the engagement for a period of 1 year. Upon the expiration or termination of the engagement, each party will, upon the written request of the other party, return or destroy (at the option of the party making the request) all Confidential Information, documents, manuals and other materials specified by the other party.

6.3 Notwithstanding sections 7.1 and 7.2, you acknowledge and agree that we may cite the performance of the Services to you as an indication of our experience in our marketing brochures and other materials and in discussions with existing and/or prospective clients or business partners.

7 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OR LOSS OF INCOME, PROFIT, OR SAVINGS OF ANY PARTY, INCLUDING THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, EQUITY, STRICT LIABILITY, NEGLIGENCE, FRAUD, MISREPRESENTATION OR OTHER TORT, OR ANY OTHER THEORY), ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTH PARTIES ACKNOWLEDGE THAT THE CONSIDERATION AGREED UPON BY THE PARTIES IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EAST BAY INNOVATION ACADEMY RELATING TO THE ENGAGEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO EAST BAY INNOVATION ACADEMY IN CONNECTION WITH SUCH ENGAGEMENT.

8 INSURANCE

8.1 Contractor shall obtain and maintain during the term of this Agreement insurance policy to satisfy minimum insurance coverage and limits as delineated in Table One "Minimum Recommended Insurance and Coverage Limits for Small Vendors and Contractors" appended to the end of this document.

8.2. Within five days of the effective date of this Agreement, the Contractor shall provide to East Bay Innovation Academy a certificate of insurance evidencing the required insurance coverage.

9 LAW AND JURISDICTION

9.1 These Terms shall be governed in all respects by the laws of the State of California without regard for the choice of law provisions thereof.

9.2 Should any dispute arise between the parties each will attempt to resolve the dispute in good faith by senior level negotiations. Where both parties agree that it may be beneficial each will seek to resolve the dispute through mediation using the services of a mediator selected by mutual agreement. If the dispute is

East Bay Innovation Academy
Agreement: Leadership consultant

not resolved through negotiation or mediation, both parties shall submit to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Northern District of California located in Oakland, California. If there is no jurisdiction in the United States District Court for the Northern District of California, then jurisdiction shall be in the Superior Court of California, County of Alameda.

10 GENERAL

10.1 Neither party may assign any of the rights or delegate duties hereunder without the express prior written consent of the other.

10.2 No amendment, waiver or any other change in any term or condition of these Terms, the Engagement Letter, Project Description or any Statement of Work will be valid or binding unless mutually agreed to in writing by both parties. The failure of either party to enforce any term or right arising pursuant to these Terms does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.

10.3 The invalidity or unenforceability of any term or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

10.4 These Terms together with the Engagement Letter and any related Project Description and/or Statement of Work constitute the entire agreement and understanding between the parties with respect to their subject matter and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein and in the Engagement Letter and any related Project Description and/or Statement of Work.

10.5 Any notice which either party may desire or may be required to give to the other party under these Terms will be in writing, addressed to the party at its address set forth in the Engagement Letter, Project Description or Statement of Work, as the case may be, unless written notice of a change of address is given. Notices will be deemed given on the earlier of: (i) actual receipt, if and when personally delivered; (ii) two business days after being placed for delivery, if sent by a nationally recognized overnight courier; (iii) when sent by confirmed facsimile transmission with a copy delivered by another means specified in this Section; or (iv) on the third (3rd) business day after being sent by registered or certified mail, postage prepaid, return receipt requested.

10.6 The Engagement Letter and any Statement of Work may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. We agree that the Engagement Letter and any related Statement of Work may be delivered by facsimile and such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of an Engagement Letter and Statement of Work to the same extent that an original signature could be used.

10.7 In the event of a conflict between these Terms and any Project Description or Statement of Work, the terms of the Project Description or Statement of Work, as applicable, shall govern, but only in regard to the specific Services provided under that Project Description or Statement of Work.

East Bay Innovation Academy
 Agreement: Leadership consultant

Table One

Minimum Recommended Insurance Coverage and Limits For Small Vendors and Contractors			
Type of Contractor	Recommended Coverage	Recommended Coverage Limits	Other
Maintenance/Repair (painting, plumbing, HVAC, roofing, landscape, etc.)	Commercial General Liability (or equivalent which would include products/completed operations, blanket contractual, broad form property damage and personal/advertising injury)	Each Occurrence \$1,000,000 General Aggregate \$2,000,000 Products/Completed Operations \$1,000,000 Personal and Advertising Injury \$ 500,000	Additional Insured Endorsement Indemnity / Hold Harmless Agreement
Service Providers (copier/fax service, computers, security, drug dogs, activity venues, equipment, etc.)	Automobile Liability Including: <input type="checkbox"/> Owned Vehicles <input type="checkbox"/> Non-Owned Vehicles <input type="checkbox"/> Hired Vehicles <i>(Required for vehicles driven on school property)</i>	Combined Single Limit \$1,000,000	Indemnity / Hold Harmless Agreement
	Workers' Compensation* Employers' Liability	Limit California - Statutory Each Occurrence \$ 500,000	Indemnity / Hold Harmless Agreement

For the contractor categories below, the following coverages are recommended in addition to those listed above:

Welders, plumbers (work with open flames)	Fire Damage	Each Occurrence \$1,000,000	Indemnity / Hold Harmless Agreement
Hazardous Materials, Waste Haulers, Pest Control, etc.	Pollution Liability (may require project-specific coverage)	Each Occurrence \$1,000,000	Indemnity / Hold Harmless Agreement
Professional Services (accountants, architects, attorneys, education consultants, nurses, therapists, etc.)	Professional Liability (or Medical Malpractice, as applicable)	Each Occurrence \$1,000,000	Indemnity / Hold Harmless Agreement
Payroll company, Data managers	Cyber Liability	Each Occurrence \$1,000,000	Indemnity / Hold Harmless Agreement

- *Owner to be covered or must provide proof of valid health insurance.
- If vendor will have unsupervised access to students (not recommended) they must have background check and general liability must include sexual molestation coverage.
- Certificates of insurance are to provide for 15 days advance notice to charter school in the event of cancellation of coverage.
- All subcontractors are to be included under the above policies or must provide separate, compliant evidence of insurance and "Other" provisions.



East Bay Innovation Academy

Agreement: OT services



Independent Contractor Agreement PROJECT DESCRIPTION

1.0 General Information

This Project Description is entered into and made effective January 12, 2021 (the “Effective Date”) by and between Stephanie Soriano (“Consultant”), having a principal place of business at 8999 NW 107th Ct Unit 209, Doral FL 33178 and the East Bay Innovation Academy (“Client”), having a principal place of business at 3400 Malcolm Ave, Oakland CA 94605.

2.0 Service Description

Consultant agrees to provide consulting services to the Client for consultations and services on an as-requested basis as follows:

- 1 hour/week OT service and documentation (excluding school breaks)
- 2 OT evaluations (6-8 hours each)
- Consultations as needed, initiated by EBIA

3.0 General Terms

- Delivered through May 31, 2022
- Rate: \$130/hr for weekly OT service, \$160/hr for evaluation and consultation.
- All instructors must have a valid DOJ Live Scan on file with EBIA. EBIA will reimburse for Live Scan. Use DOJ form attached.
- All instructors must have proof of TB Risk Assessment and any required follow up tests.
- Independent contractors who monitor their employees LiveScan and TB Risk Assessments may submit an affidavit instead.
- All independent contractors must submit proof of minimum insurance coverage, as delineated in Table One.

Invoices will be sent monthly for actual time expended, and include a description of services performed. All invoices will be issued and payments made in US dollars, due net 30 days. Amount billed in total, will not exceed estimates above without prior written approval from Client via a Change Order or updated project description.

PAYMENT

Billing Address: East Bay Innovation Academy
3400 Malcolm Ave, Oakland CA 94605

Contact Phone Number: 510-577-9557


Bill to email address: accounting@eastbayia.org

East Bay Innovation Academy
Agreement: OT services


4.0 Signatures

IN WITNESS WHEREOF, Stephanie Soriano and East Bay Innovation Academy, each acting under proper authority, have caused this Project Description to be executed as of the Effective Date.

Consultant

Signature: 
Printed Name: Stephanie Soriano
Title: Occupational Therapist
Date: 1/24/2022

East Bay Innovation Academy

Signature: 
Printed Name: Michelle Cho
Title: Executive Director
Date: January 11, 2022

East Bay Innovation Academy
Agreement: OT services

Terms of Business

1 DEFINITIONS

1.1 In these Terms of Business, the following words and expressions will have the following meanings:

“Confidential Information” means all information (whether written or oral) furnished in connection with an Engagement Letter (including any Project Description, Statement of Work and these Terms), together with all copies thereof and all notes, analyses, compilations, forecasts, studies or other documents containing such information.

“Engagement Letter” means any engagement letter (including any attached Project Description) previously entered into between us and you or accompanying these Terms.

“Intellectual Property Rights” means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

“Project Description” means the description of consulting services (if any) attached as an exhibit to the Engagement Letter.

“East Bay Innovation Academy” means East Bay Innovation Academy, its subsidiaries, affiliates, successors or assigns.

“Services” means the advisory, consulting and additional services to be provided to us by you, subject to these Terms, as set forth in the Project Description, including any related Statement of Work.

“Statement of Work” means the statement of work (if any) accompanying or delivered in connection with the Project Description and executed by the parties that describes the Services to be provided to us and which contains other material terms and conditions of the engagement.

“Terms” means these Terms of Business accompanying a Project Description.

“We” “us” “our” and similar expressions refer to the East Bay Innovation Academy.

“You” “your” “the Consultant” and similar expressions refer to the person, firm or company providing the Services, as identified in our Engagement Letter, Project Description and/or Statement of Work.

2 AGREEMENT

2.1 These Terms and the Engagement Letter, including any related Project Description and/or Statement of Work, shall govern the provision of the Services by you to us to the exclusion of any other terms and conditions.

3 SERVICES/NATURE OF OUR APPOINTMENT

3.1 For each project contemplated, you shall provide us with a Project Description or Statement of Work that will set forth the Services to be provided, your fees and expenses, and other material terms of the engagement. You will use reasonable skill and care to advise and assist us with the project and, where applicable, you will prepare and deliver project deliverables in accordance with the requirements set forth in the applicable Project Description or Statement of Work. We acknowledge and agree that we are ultimately responsible for the results to be achieved from using your Services.

3.2 We agree to give you clear briefings on our proposed projects and requirements from you and give you all relevant information and facts about the Services we require.

East Bay Innovation Academy

Agreement: OT services

3.3 Changes to the Services or changes to any other aspect of the engagement may be requested by either party but may be subject to changes in applicable charges, timetables or other aspects of the Engagement Letter, Project Description or Statement of Work. All agreed changes must be confirmed in writing signed by both parties.

4 FEES AND EXPENSES

4.1 Fees and expenses will be charged on the basis set out in the Project Description and/or Statement of Work.

4.2 You shall issue us with an invoice on or around the last day of each month in which Services are performed by you and we agree to pay all invoices within thirty (30) days of the date of the invoice.

4.3 All fees and expenses shall be payable without deduction, withholding or set-off and are stated exclusive of sales, use and/or value-added taxes which (if and to the extent applicable) shall be payable at the prevailing rate.

4.4 All contractors must submit a valid W9 before commencing work, and it shall be updated annually or as needed.

5 TERMINATION

5.1 You shall continue to provide Services as set forth in the applicable Project Description or Statement of Work until completion of the project, unless the engagement is earlier terminated by one of us upon not less than thirty (30) days' written notice to the other.

5.2 Notwithstanding the foregoing either party may terminate the engagement immediately by written notice to the other if the other party: (i) commits a material or persistent breach(es) of any of these Terms (including any Project Description or Statement of Work) and, in the case of a breach or breaches capable of remedy, fails to remedy such breach within 30 days of receipt of written notice describing in reasonable detail the breach(es) and requesting that the same be remedied; (ii) admits in writing its inability to pay its debts generally as they become due; (iii) is subject to a general assignment for the benefit of creditors; (iv) institutes proceedings, or has proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; (v) has a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such party's property or provide for the liquidation of such party's property or business affairs.

5.3 Termination of the engagement for any reason shall not affect any rights, duties or responsibilities accrued to the parties prior to such termination. Upon such termination, we shall pay all sums due in respect of Services performed and expenditures incurred (or committed to) by you up to and including the effective date of termination. In addition to, and without limiting the generality of the foregoing, these Terms shall survive any expiration or termination of our engagement.

6 CONFIDENTIALITY

6.1 The parties acknowledge that by reason of the relationship established under the Engagement Letter, they may have access to and acquire Confidential Information of the other party. Each party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received from the other party (the "Disclosing Party") in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of the Engagement Letter, Project Description, Statement of Work and these Terms to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purposes of providing or receiving Services under this or any other contract between the parties.

East Bay Innovation Academy

Agreement: OT services

The foregoing restrictions shall not apply to Confidential Information that: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was lawfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; or (iv) is independently developed by the Receiving Party without resort to the Confidential Information. Confidential Information may be disclosed to the extent required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and the Receiving Party shall reasonably cooperate with the Disclosing Party's efforts (at the Disclosing Party's expense) to secure such a protective order or other legal remedy to prevent or limit the disclosure.

6.2 The parties' respective obligations hereunder will survive the expiration or early termination of the engagement for a period of 1 year. Upon the expiration or termination of the engagement, each party will, upon the written request of the other party, return or destroy (at the option of the party making the request) all Confidential Information, documents, manuals and other materials specified by the other party.

6.3 Notwithstanding sections 7.1 and 7.2, you acknowledge and agree that we may cite the performance of the Services to you as an indication of our experience in our marketing brochures and other materials and in discussions with existing and/or prospective clients or business partners.

7 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OR LOSS OF INCOME, PROFIT, OR SAVINGS OF ANY PARTY, INCLUDING THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, EQUITY, STRICT LIABILITY, NEGLIGENCE, FRAUD, MISREPRESENTATION OR OTHER TORT, OR ANY OTHER THEORY), ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BOTH PARTIES ACKNOWLEDGE THAT THE CONSIDERATION AGREED UPON BY THE PARTIES IS BASED IN PART UPON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EAST BAY INNOVATION ACADEMY RELATING TO THE ENGAGEMENT EXCEED THE AMOUNT PAID OR PAYABLE TO EAST BAY INNOVATION ACADEMY IN CONNECTION WITH SUCH ENGAGEMENT.

8 INSURANCE

8.1 Contractor shall obtain and maintain during the term of this Agreement insurance policy to satisfy minimum insurance coverage and limits as delineated in Table One "Minimum Recommended Insurance and Coverage Limits for Small Vendors and Contractors" appended to the end of this document.

8.2. Within five days of the effective date of this Agreement, the Contractor shall provide to East Bay Innovation Academy a certificate of insurance evidencing the required insurance coverage.

9 LAW AND JURISDICTION

9.1 These Terms shall be governed in all respects by the laws of the State of California without regard for the choice of law provisions thereof.

9.2 Should any dispute arise between the parties each will attempt to resolve the dispute in good faith by senior level negotiations. Where both parties agree that it may be beneficial each will seek to resolve the dispute through mediation using the services of a mediator selected by mutual agreement. If the dispute is

East Bay Innovation Academy

Agreement: OT services

not resolved through negotiation or mediation, both parties shall submit to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Northern District of California located in Oakland, California. If there is no jurisdiction in the United States District Court for the Northern District of California, then jurisdiction shall be in the Superior Court of California, County of Alameda.

10 GENERAL

10.1 Neither party may assign any of the rights or delegate duties hereunder without the express prior written consent of the other.

10.2 No amendment, waiver or any other change in any term or condition of these Terms, the Engagement Letter, Project Description or any Statement of Work will be valid or binding unless mutually agreed to in writing by both parties. The failure of either party to enforce any term or right arising pursuant to these Terms does not constitute a waiver of such term or right and shall in no way affect that party's right later to enforce or exercise the term or right.

10.3 The invalidity or unenforceability of any term or right arising pursuant to these Terms shall not adversely affect the validity or enforceability of the remaining terms and rights.

10.4 These Terms together with the Engagement Letter and any related Project Description and/or Statement of Work constitute the entire agreement and understanding between the parties with respect to their subject matter and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in communications between the parties prior to these Terms, except as set out herein and in the Engagement Letter and any related Project Description and/or Statement of Work.

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East Bay Innovation Academy
 Agreement: OT services

Table One

Minimum Recommended Insurance Coverage and Limits For Small Vendors and Contractors			
Type of Contractor	Recommended Coverage	Recommended Coverage Limits	Other
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For the contractor categories below, the following coverages are recommended in addition to those listed above:

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- All subcontractors are to be included under the above policies or must provide separate, compliant evidence of insurance and "Other" provisions.

