



East Bay Innovation Academy

EBIA Board Meeting

EBIA Board Meeting - Year End Items

Date and Time

Monday June 27, 2022 at 4:00 PM PDT

Location

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

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

Zoom:

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

Topic: Board Meeting

Time: Jun 27, 2022 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/91692629682?>

pwd=ckJYMzhnQVRubFdNOWhaejZzYWdLdz09

Meeting ID: 916 9262 9682

Passcode: 411609

One tap mobile

+13462487799,,91692629682# US (Houston)

+12532158782,,91692629682# US (Tacoma)

Dial by your location

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- +1 646 558 8656 US (New York)

Meeting ID: 916 9262 9682

Find your local number: <https://zoom.us/j/91692629682>

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:00 PM
Opening Items			
A. Record Attendance and Guests		Rochelle Benning	1 m
B. Call the Meeting to Order		Rochelle Benning	1 m
C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency	Vote	Rochelle Benning	1 m
Board findings pursuant to Government Code Section 54953(e)			
<p>The Charter School Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.</p>			
D. Approve Minutes from 4/20/2022 East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m

	Purpose	Presenter	Time
E. Approve Minutes from 5/25/2022 East Bay Innovation Academy Special Board Meeting	Approve Minutes	Rochelle Benning	1 m
F. Approve Minutes from 5/25/2022 East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	1 m
G. Approve Minutes from the 6/13/22 East Bay Innovation Academy Board Meeting	Approve Minutes	Rochelle Benning	2 m
H. Opening Session - Public Comment (Any Agenda or Non-Agenda Items) Public comment is limited to a maximum of 3 minutes of comment time per speaker		Rochelle Benning	15 m

II. Governance 4:23 PM

Governance

A. Review and Approve East Bay Innovation Academy Consent Agenda Items Consent Agenda Items: - New Tech Network Echo platform contract for SY 22-23	Vote	Rochelle Benning	5 m
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III. Academic Excellence 4:28 PM

Academic Excellence

A. SY 22-23 Staffing: Declaration of Need for Fully Qualified Educators -	Vote	Michelle Cho	15 m
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IV. Finance and Development 4:43 PM

Finance

	Purpose	Presenter	Time
A. Financial Policy Review and Approval	Vote	Michelle Cho	5 m

V. Other Business 4:48 PM

A. Confirm Board Meeting Dates through 2021 -2022 School Year	Discuss	Rochelle Benning	1 m
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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?

July	2022 Summer Break
August	8:00PM Wednesday, 8/17/2022
September	8:00PM Wednesday, 9/21/2022
October	8:00PM Wednesday, 10/19/2022
November	8:00PM Wednesday, 11/16/2022
December	2022 Winter Break
January	8:00PM Wednesday, 1/18/2023

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

VI. Closing Items 4:59 PM

A. Adjourn Meeting	Vote	Rochelle Benning	1 m
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Coversheet

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

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

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday April 20, 2022 at 8:00 PM

Location

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

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

Zoom:

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

Topic: Board Meeting

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

Join Zoom Meeting

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

Meeting ID: 990 9462 9781

Passcode: 606793

One tap mobile

+16699009128,,99094629781# US (San Jose)

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Dial by your location

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+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 990 9462 9781

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

Directors Present

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

Directors Absent

Ken Berrick

Guests Present

Michelle Cho (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

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

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

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

Roll Call

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

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

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

Roll Call

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

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

Moved to May board meeting.

F.

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

No members of the public are present.

II. Governance

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

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

Roll Call

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

III. Academic Excellence

A. Covid-19 Update

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

B. College and Career Readiness Update

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

Roll Call

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

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

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

Roll Call

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

IV. Finance and Development

A.

Draft Schoolyear 2022-23 budget highlights

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

V. Facility

A. East Bay Innovation Academy Monthly Facility Update

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

VI. Other Business

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

Shelley shared an update regarding board meeting dates.

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

No members of the public.

VII. Closing Items

A. Adjourn Meeting

Brad Edgar made a motion to adjourn the meeting.

Rochelle Benning seconded the motion.

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

Roll Call

Brad Edgar Aye

Kelly Garcia Aye

Jennifer Afdahl Rice Aye

Ken Berrick Absent

Rochelle Benning Aye

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

Respectfully Submitted,

Kelly Garcia

Coversheet

Approve Minutes from 5/25/2022 East Bay Innovation Academy Special Board Meeting

Section: I. Opening Items
Item: E. Approve Minutes from 5/25/2022 East Bay Innovation
Academy Special Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Special Board Meeting - EBIA Board on May 25, 2022

APPROVED



East Bay Innovation Academy

Minutes

Special Board Meeting - EBIA Board

Special Board Meeting - EBIA Board

Date and Time

Wednesday May 25, 2022 at 7:00 PM

Location

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

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

Zoom:

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

Topic: Special Board Meeting

Time: May 25, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/92238055152?pwd=L2lFYkVnYW1TTFVOMGNRY3hBaERPZz09>

Meeting ID: 922 3805 5152

Passcode: 104422

One tap mobile

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+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 922 3805 5152

Find your local number: <https://zoom.us/u/aeb1we5Cd>

Directors Present

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

Directors Absent

Ken Berrick

Guests Present

jennastauffer1740@gmail.com

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday May 25, 2022 at 7:04 PM.

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

Jennifer Afdahl Rice made a motion to approve the board findings related to teleconference meetings during state of emergency.

Kelly Garcia seconded the motion.

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

Roll Call

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

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

No members of the public wish to speak

E. Adjourn Public Session

Rochelle Benning made a motion to adjourn the public session.

Kelly Garcia seconded the motion.

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

Roll Call

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

II. Public Employment - Government Code Section 54957

A.

Open Closed Session

Shelley opened up the closed session.

Kelly Garcia made a motion to have the board give the board chair power and responsibility to negotiate and finalize leadership for the 22-23 school year.

Jennifer Afdahl Rice seconded the motion.

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

Roll Call

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

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

C. Adjourn Closed Session and Move to Public Session

Brad Edgar made a motion to adjourn.

Jennifer Afdahl Rice seconded the motion.

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

Roll Call

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

III. Closing Items

A. Open Public Session

B. Report out actions taken during closed session

Shelley shared the actions taken out of closed session.

C. Public Comment (on any Agenda or Non Agenda Items)

No members of the public present.

D. Adjourn Meeting

Rochelle Benning made a motion to adjourn the meeting.

Brad Edgar seconded the motion.

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

Roll Call

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:50 PM.

Respectfully Submitted,
Rochelle Benning

Coversheet

Approve Minutes from 5/25/2022 East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: F. Approve Minutes from 5/25/2022 East Bay Innovation
Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on May 25, 2022

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday May 25, 2022 at 8:00 PM

Location

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

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

Zoom:

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

Topic: Board Meeting

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

Join Zoom Meeting

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

Meeting ID: 990 6948 3172

Passcode: 921948

One tap mobile

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+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 990 6948 3172

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

Directors Present

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

Directors Absent

Ken Berrick

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday May 25, 2022 at 8:07 PM.

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

Brad Edgar made a motion to approve the board findings related to teleconference meetings during state of the emergency.

Jennifer Afdahl Rice seconded the motion.

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

Roll Call

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

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

Rochelle Benning made a motion to approve the minutes from Board Meeting on 03-16-22.

Brad Edgar seconded the motion.

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

Roll Call

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

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

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

Rochelle Benning made a motion to approve the minutes from Special Board Meeting of East Bay Innovation Academy on 04-25-22.

Kelly Garcia seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

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

Rochelle Benning made a motion to approve the minutes from Special Board Meeting of East Bay Innovation Academy on 04-26-22.
Jennifer Afdahl Rice seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

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

Rochelle Benning made a motion to approve the minutes from East Bay Innovation Academy Board Meeting on 04-28-22.
Jennifer Afdahl Rice seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

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

No members of the public were present.

II. Governance

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

Shelley presented the consent agenda items. For specific details please see board packet.
Rochelle Benning made a motion to approve the consent agenda.
Brad Edgar seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

Roll Call

Kelly Garcia Aye

III. Academic Excellence

A. Culture and Climate Update

Michelle presented an academic update related to culture and climate. For specifics please see board packet.

B. Draft LCAP Update

Michelle presented a draft LCAP. For specifics please see board packet.

IV. Finance and Development

A. April financials update

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

B. Draft School Year 2022-23 budget highlights

Michelle presented a draft of the budget for school year 2022-23. For specifics please see the board packet.

V. Facility

A. East Bay Innovation Academy Monthly Facility Update

Michelle shared a facility update for SY 23.

Rochelle Benning made a motion to allow the ED to finalize the lease agreement between GGA and EBIA for the 22-23 school year.

Jennifer Afdahl Rice seconded the motion.

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

Roll Call

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

VI. Other Business

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

The board approves June 13th as the next board meeting.

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

No members of the public are present.

VII. Closing Items

A. Adjourn Meeting

Rochelle Benning made a motion to adjourn the meeting.

Kelly Garcia seconded the motion.

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

Roll Call

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:59 PM.

Respectfully Submitted,
Kelly Garcia

Coversheet

Approve Minutes from the 6/13/22 East Bay Innovation Academy Board Meeting

Section: I. Opening Items
Item: G. Approve Minutes from the 6/13/22 East Bay Innovation
Academy Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 13, 2022

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Monday June 13, 2022 at 8:00 PM

Location

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

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

Zoom:

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

Topic: Board Meeting

Time: Jun 13, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/96260768475?pwd=a0lUT0M5K2JFdFZpRHJQUUlyZlA0UT09>

Meeting ID: 962 6076 8475

Passcode: 951257

One tap mobile

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+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 962 6076 8475

Find your local number: <https://zoom.us/u/aA3Fzeka3>

Directors Present

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

Directors Absent

Jennifer Afdahl Rice

Guests Present

Michelle Cho (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Monday Jun 13, 2022 at 8:02 PM.

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

Ken Berrick made a motion to approve the motion.

Brad Edgar seconded the motion.

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

Roll Call

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

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

Motion to approve the minutes from Board Meeting on 04-20-22.

moved item to the next board meeting

The motion did not carry.

E. Approve Minutes from 5/25/2022 East Bay Innovation Academy Special Board Meeting

Motion to approve the minutes from Special Board Meeting - EBIA Board on 05-25-22.

moved item to the next board meeting

The motion did not carry.

F. Approve Minutes from 5/25/2022 East Bay Innovation Academy Board Meeting

Motion to approve the minutes from Board Meeting on 05-25-22.

moved item to the next board meeting

The motion did not carry.

G.

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

held open the floor for public comment. no comment was made.

II. Governance

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

Brad Edgar made a motion to approve the consent agenda.

Ken Berrick seconded the motion.

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

Roll Call

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

III. Academic Excellence

A. Local Control Accountability Plan Review and Approval

Brad Edgar made a motion to approve the LCAP for the 2022 - 2023 school year.

Kelly Garcia seconded the motion.

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

Roll Call

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

IV. Finance and Development

A. SY 23 budget review and approval

Ken Berrick made a motion to Approve the financial multi-year plan for submission to OUSD.

Kelly Garcia seconded the motion.

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

Roll Call

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

V. Other Business

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

Meeting will likely be needed in July - likely the second half of the month. Date TBD.

B.

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

Opened the session up for public comment. No public made any comments.

VI. Closing Items

A. Adjourn Meeting

Kelly Garcia made a motion to close the meeting.

Brad Edgar seconded the motion.

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

Roll Call

Jennifer Afdahl Rice Absent

Kelly Garcia Aye

Ken Berrick Aye

Brad Edgar Aye

Rochelle Benning Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:21 PM.

Respectfully Submitted,
Rochelle Benning

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:
East Bay Innovation Acad_2022-23 NTN Echo Affiliate Agreement_061722.pdf



New Tech Network

ECHO AFFILIATE SCHOOL AGREEMENT

This Echo Affiliate School Agreement (“Agreement”) is effective as of the 1st day of July 2022, between **NEW TECH NETWORK, INC.**, a California non-profit corporation (“New Tech Network”), and the Board of Education of **EAST BAY INNOVATION ACADEMY** (“District”).

RECITALS

A. New Tech Network (sometimes referred to as NTN in the Exhibits) offers a school education program (the “New Tech Model”) for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires **East Bay Innovation Academy** (the “Echo Affiliate School” and referred to as the “School” in the Exhibits attached hereto) to purchase certain services from New Tech Network as further set forth in the Exhibits attached hereto, including without limitation the New Tech Platform as defined in Section 1(a) and the Services as defined in Section 1(b) (collectively, the “New Tech Services”) offered by New Tech Network as part of the New Tech Model, but District does not currently desire to implement the entirety of the New Tech Model and may therefore not represent itself or any of its schools as a “New Technology School”. For the avoidance of doubt, this Agreement only applies to the District’s Echo Affiliate School(s) named above and is and shall remain separate from any agreement between District and New Tech Network regarding any of District’s schools subscribing to the full New Tech Model, and nothing herein amends or supersedes such other agreement.

C. The District has secured the necessary financial and community support for purchase of the New Tech Services as provided herein.

D. District desires to license from New Tech Network the right to use the materials, technology and platforms described further in the Exhibits hereto as forming part of the New Tech Services, and retain New Tech Network as an independent contractor to implement and provide the New Tech Services as provided for herein at the Echo Affiliate School, and New Tech Network wishes to provide such New Tech Services, on the terms and conditions hereinafter set forth.

E. New Tech Network’s grant of applicable licenses and provision of the New Tech Services to District contributes importantly to the furtherance of New Tech Network’s charitable and educational mission. As part of New Tech Network’s charitable and educational mission, New Tech Network seeks to continually improve the New Tech Services for the benefit of current and future schools.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License and Services.

(a) *License.* New Tech Network hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the “Term”), to access and use (i) the only the website(s) and software related to the New Tech Model which is described in part on Exhibit A to this Agreement (the “NTN Technology” or, for purposes of the Exhibits attached hereto, also referred to as “NTN Echo”), (ii) certain resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to resource libraries and project libraries owned or licensed by New Tech Network, (collectively, “New Tech Learning Platform”);, all for the sole purpose of establishing and operating the Echo Affiliate School in District’s school district and subject to all terms and conditions provided for herein (collectively, the “License”). The NTN Technology and New Tech Learning Platform are collectively referred to in this Agreement as the “New Tech Platform.” New Tech Network may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of the Agreement will apply to each such update. Notwithstanding anything else herein, District may not represent itself or an Echo Affiliate School as a subscriber to the New Tech Model or a “New Technology School”. Any use by the New Tech Network trade and service marks (“Marks”) by District and/or Echo Affiliate School is subject to New Tech Network’s prior written consent in each case, and is at all times subject to the Trademark Usage Policy provided by New Tech Network to District. Such consent may be revoked by New Tech Network at any time, in which case District shall immediately cease (and shall cause Echo Affiliate School to cease) all use of the Marks.

(b) *Services.* New Tech Network will provide services to District to assist District in developing and implementing the New Tech Services for the Echo Affiliate School, as such services are described in Exhibit A under the heading Services (the “Services”). District understands and agrees that neither the New Tech Platform nor any of the Services are provided on an exclusive basis to District, and that only those components, services and materials that are expressly identified in Exhibit A are included; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the Echo Affiliate School. District also understands that transmission of its data over the Internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the Internet or through District’s local network.

(c) *Not Official Repository.* District agrees that: (i) the New Tech Platform is not the official repository for the District’s and/or the Echo Affiliate School’s educational, employee, student or other records; (ii) the District will maintain all such records it should or must maintain; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records within the New Tech Platform or elsewhere that the District should or must maintain as official records.

(d) *Third-Party Services Engaged by District.* New Tech Network (through the New Tech Platform or its literature) may reference, promote, make available, utilize and/or offer applications,

hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network, including, without limitation, training, implementation and other consulting services related to District's or Echo Affiliate School's implementation of the New Tech Services (collectively, "Third Party Services"). For avoidance of doubt, Third Party Services include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a Echo Affiliate School under a separate agreement between the District/Echo Affiliate School and the provider of a Third Party Service. With respect to Third Party Services:

(1) New Tech Network makes no representations or warranties, whether or not such Third Party Services are approved, utilized, recommended or otherwise promoted by New Tech Network. New Tech Network is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, security, reliability, legality, or any other aspect of any Third Party Service.

(2) To the extent applicable, any purchase by District of any Third Party Service is solely between District and the provider of the Third Party Service.

(3) Simultaneous with District's installation, use or enablement of a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide, or permit the provider of such Third Party Service to access and use, any data or records (including, without limit, confidential student data) as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District (or Echo Affiliate School) and the provider of a Third Party Service is solely between District and that provider. New Tech Network shall not be responsible for any disclosure, modification or deletion of any records or data resulting from any such access by the Third Party Service or its provider.

(e) *Suspension of Access.* District agrees that New Tech Network may with reasonably contemporaneous notice (including by telephone or email) to District suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a "Suspension"). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the Echo Affiliate School nor to any third party for any Suspension.

2. District Obligations, Contributions and School Users.

(a) *Payment of Amounts Due.* District will promptly pay to New Tech Network all amounts due to New Tech Network under this Agreement as provided for in this Agreement.

(b) *Minimum Requirements.* District will provide, at its own expense and as described in Exhibit B to this Agreement, all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the Echo Affiliate School in District's school district. District agrees to obtain the resources necessary to establish and successfully operate the Echo Affiliate School.

(c) *On-going Operation of Echo Affiliate School.* New Tech Network representatives will have access to the Echo Affiliate School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to provide the New Tech Services, and to inspect the on-going

operations of the Echo Affiliate School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network and its intellectual property.

(d) *Data Collection.* District will permit New Tech Network to gather school-wide data from the Echo Affiliate School for use in evaluating the on-going effectiveness of the Echo Affiliate School and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District’s educational interests, and for the purpose of publication in the education field.

(e) *District Input.* District will promptly notify New Tech Network should District identify any problems or issues with the New Tech Services as they apply to the Echo Affiliate School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(f) *District Contributions to the New Tech Learning Platform.* New Tech Network has created electronic resource libraries, electronic project libraries and other venues whereby content and materials may be contributed by and used by District and other parties. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) (“District Contributions”), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(g) *Cooperation.* The parties will cooperate to help assure the successful implementation of the New Tech Services.

(h) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District’s employees and agents, as well as the Echo Affiliate School’s employees, administrators, teachers, students and the student’s parents or guardians (“Users”). The District is further responsible for providing each such User a unique user name and passcode (“IDs”) to permit the User to access the New Tech Platform. The District will inform Users that the ID’s are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a Echo Affiliate School), and any User’s compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform. The District may create User accounts up to the total amount of authorized Users specified in Exhibit A (“Authorized User Count”), and New Tech Network shall invoice District per User at the rate set forth in Exhibit A. District shall immediately notify New Tech Network if it exceeds the Authorized User Count, and shall promptly pay any additional User fees. If District fails to notify New Tech Network and/or District has created a total number of User accounts more than 5% more than the Authorized User Count, District shall pay New Tech Network the two times the rate set forth in Exhibit A on each User account in excess of the Authorized User Count.

3. **Fees.**

(a) *Fees.* Attached as Exhibit C is an agreed schedule for payment of compensation by District for the New Tech Services and the License.

(b) *Payment.* District will pay New Tech Network in accordance with the schedule set forth in Exhibit C within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

4. **Work Product; Ownership of Intellectual Property.**

(a) *Ownership of NT Materials and New Materials.* New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the New Tech Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the “NT Materials”). Further, District acknowledges and agrees that any and all improvements in, additions to, revisions or translations of, changes or any other modifications of or developments relating to the NT Materials (“New Materials”) belong to New Tech Network simultaneous with the creation of the same. Notwithstanding the foregoing and for avoidance of doubt, neither NT Materials nor New Materials includes District Contributions or Third Party Services. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *Assignment of Rights in New Materials.* To the extent District or any of its employees or agents creates or contributes to any New Materials, then District agrees that in consideration for the Services and License, the District will assign, and will cause its employees and agents to assign, to New Tech Network upon the request of New Tech Network, all right, title and interest of District and/or its employees or agents in any such New Materials. District will cooperate with, and to the best of its ability, assist New Tech Network (at New Tech Network’s expense) in New Tech Network’s efforts to secure, vest, protect, record, further document or register such assignment and New Tech Network’s rights in any New Materials, including but not limited to executing all papers reasonably desirable or necessary to further document this assignment and vesting of rights in New Tech Network.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology and as otherwise agreed in writing by the parties, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the “Materials”) during the Term to engage in the following solely for the purpose of establishing and operating the Echo Affiliate School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the Echo Affiliate School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is

granted herein will be limited to purposes of District's implementation and operation of the Echo Affiliate School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called “service bureau” uses).

5. Confidentiality.

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations (“FERPA”), to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the Echo Affiliate School (“Protected Student Data”). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student’s use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children’s Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network’s Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the Echo Affiliate School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District’s Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein,

including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the “Database”). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third party service provider (“Database Host”) as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network’s cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network.* If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law, give the District prompt notice of such requirement, cooperate with the District (at the District’s cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

6. Term; Termination.

(a) *Term.* The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date, June 30, 2023. The term of this Agreement may be extended upon the written agreement of the parties.

(b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party’s option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement

and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution; or

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date.

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession, and, except for the work directed to be performed prior to the effective date of the termination stated in the Notice (which will not be less than 60 days from the date the Notice is mailed), terminate any and all existing subcontracts entered into by New Tech Network solely in furtherance of this Agreement and enter into no further subcontracts. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses and penalties resulting from the termination of a subcontract entered into prior to New Tech Network's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(c) *Effect of Termination.*

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into a separate agreement (superseding this Agreement) concerning the operation of the Echo Affiliate School pursuant to the New Tech Model: (i) the District will: (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a recipient of the New Tech Services; and (ii) New Tech Network may immediately deactivate District's account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District's data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

7. **Limitations.**

(a) *Limitation of Liability.* In no event will New Tech Network’s liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(b) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. **Notification of Claims.** In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

9. **Governing Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of California. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of California in Sacramento County, or, if it has or can acquire jurisdiction, in the United States District Court in Sacramento County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. **Independent Contractor.** The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of

this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

16. Assignment. This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network or to a successor in connection with a reorganization, merger or sale of all or substantially all of New Tech Network's assets or business.

17. Amendment. This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of any of Exhibits A through C as New Tech Network deems appropriate to improve the New Tech Services, the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

18. Recitals. The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

19. Negotiated Agreement. As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

20. Force Majeure. New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above. This Agreement may be executed in any number of counterparts. The parties agree to use electronic signatures on this Agreement.

NEW TECH NETWORK

EAST BAY INNOVATION ACADEMY

By: _____

By: Michelle Cho

Printed: _____

Printed: Michelle Cho

Title: _____

Title: Executive Director

Date: _____

Date: June 27, 2022



NewTech Network

Exhibit A Services

Echo Platform	SY2022-23
<p>Echo™, NTN’s Learning Management System, is an innovative online learning platform that enables School staff, students and parents to effectively manage the Project-Based Learning (PBL) environment.</p> <p>Components of NTN Echo include unique instruction and assessment tools designed specifically for the PBL environment; course agendas and calendars, group interaction tools; resource sharing and other “education friendly” social functionality; and reporting tools. NTN Echo integrates with Google Apps at the discretion of the School at no additional cost. Echo can be configured for beginner or advanced users and can be used as a common gateway to external content vendors to reduce cost.</p> <p>NTN content and community resources are not included with Echo Affiliate level licenses.</p>	
Echo User Access	650 Staff and Students
<p>Echo Help Center</p> <p>The Echo Help Center provides users with articles and documentation that describe all aspects and features of the Echo platform. In addition, Echo Administrators can submit support requests that are answered by NTN’s Echo support staff.</p>	
<i>District may purchase additional student Echo licenses for a fee determined by New Tech Network.</i>	



New Tech Network

Exhibit C
Fee Schedule

Service Phase	Fee Amount	NTN Invoice Date
2022-23 Echo Affiliate	\$11,500	July 1, 2021
Total NTN fees not to exceed*	\$11,500	

* Except for “make-up” training, supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Agreement. At New Tech Network’s option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the School exceeds benchmarks established by New Tech Network.

To ensure successful implementation, the District and School will make every effort for staff to participate in New Tech Network training events. District is responsible for additional costs for training staff unable to attend scheduled New Tech Network professional development events.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.

Coversheet

SY 22-23 Staffing: Declaration of Need for Fully Qualified Educators

Section: III. Academic Excellence
Item: A. SY 22-23 Staffing: Declaration of Need for Fully Qualified Educators
Purpose: Vote
Submitted by:
Related Material: CTC Declaration of Need for Fully Qualified Educators June 2022_EBIA.pdf



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: _____ District CDS Code: _____

Name of County: _____ County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ___/___/___ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, _____.

Submitted by (Superintendent, Board Secretary, or Designee):

Name	<i>Michelle Cho</i> Signature	Title
------	----------------------------------	-------

Fax Number	Telephone Number	Date
------------	------------------	------

Mailing Address

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Michelle Cho

Name

Signature

Title

Fax Number

Telephone Number

Date

Mailing Address

E-Mail Address

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

Coversheet

Financial Policy Review and Approval

Section: IV. Finance and Development
Item: A. Financial Policy Review and Approval
Purpose: Vote
Submitted by:
Related Material: EBIA Financial Policies and Procedures as of June 2022.pdf
EBIA_Accounts Payable Rules June 2022.pdf



Financial Policies and Procedures

It is the intent of these Financial Policies and Procedures to implement both the letter and spirit of all applicable State and Federal regulations regarding the expenditure of and accounting for public funds. These Policies and Procedures will be in effect as of August 1, 2022 and may need to be modified as the School develops and regulations change. The Board of Directors ("Board") should approve these financial policies, and revisit them periodically.

A. PURCHASES

1. Authorization of Expenditures: All purchases of goods and services shall be consistent with the Board-approved budget. These purchases shall not require Board-approved/executed contracts, with the exception of expenditures in total annual amounts greater than \$10,001. All other proposed expenditures must be reviewed by the Co-Interim Executive Director or Senior Director of Operations who will review the proposed expenditure to determine whether it is consistent with the Board adopted budget. The Board Chair or Treasurer will approve the check request and purchase order forms (if applicable).
2. Budgeted expenses over \$20,000 can be approved in advance of consent agenda review at monthly Board meetings.
3. All new proposed and unbudgeted expenditures over \$20,000 require Board review and approval.
4. Budgeted expenses for Payroll servicing, OUSD and EdTec do not require additional oversight during monthly Board meetings.

B. CONTRACTS

1. All professional consulting services shall be provided for under a contract.
2. Contracts for other goods and services exceeding \$25,000 on an annual basis shall be presented to the Board for approval prior to signing. Length of contracts shall be at the discretion of the Board. In general, contracts exceeding \$50,000 shall be let after a bidding process of sufficient duration to ensure competition. However, the Head of School may make a finding to the Board for sole sourcing a contract exceeding \$10,000; in this case, the Board may approve the contract in arrears at the time of contract execution. (The basis for such a finding may include: time/urgency issues; the absence of competitors; high service/quality from a particular contractor).

Revised June 27, 2022

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3. Bid tabulations shall be presented to the Board along with a recommendation for action. The Board reserves the right to select whichever vendor it deems most prepared to provide the required goods/ services without regard to the low bidder being the automatic selection.

C. Commitments and Purchase Orders

1. Purchase orders under \$10,001 must be approved by Co-Interim Executive Director or Senior Director of Operations.
2. Purchase orders of \$10,001 or more must be approved by the Board Chair or Board Treasurer
3. Budgeted expenses over \$20,000 can be approved in advance of consent agenda review at monthly Board meetings.
4. All new proposed and unbudgeted expenditures over \$20,000 require Board review and approval.

D. Invoices

1. Invoices under \$10,001 must be approved by a Co-Interim Executive Director or Senior Director of Operations.
2. Invoices for \$10,001 or more must be approved by the Board Chair or Board Treasurer

E. Accounts Payable: The school shall abide by EdTec accounts payable policies and procedures set forth separately.

F. Credit and Debit Card Usage: Unless otherwise specified by the Board of Directors and/or school management, the use of school credit and debit cards shall be limited to the Senior Director of Operations and Board Chair. Expenditure limits follow the rules in this document. It is the responsibility of the cardholder to submit supporting documentation (receipts) with payment approval.

G. Other Electronic Payments: Other electronic methods (wire, ACH, transfer between bank accounts, etc.) shall not be permitted for payment of any expenses or reimbursements without the express written consent of the Board Chair or Board Treasurer.

H. Employee Reimbursements: Reimbursements for business expenses must be pre-approved and are at the discretion of the Co-Interim Executive Director or Senior Director of Operations. Under no circumstances shall alcohol be reimbursed. The Co-Interim Executive Director must obtain a Board member's



authorization on reimbursement requests payable to the Co-Interim Executive Director. The Senior Director of Operations must obtain Co-Interim Executive Director's authorization on reimbursement requests payable to the Senior Director of Operations.

1.

- I. Personal Use of School Funds: Use of School funds for personal use is prohibited. Violation of this policy shall result in discipline up to and including dismissal or removal, including from the Board.

J. BANKING

1. General Checking Account

- a) The Board shall authorize the establishment of commercial bank accounts for the purposes of School operations. Funds will be deposited in non-speculative accounts including federally-insured savings and/or checking accounts and/or invested in non-speculative federally-backed instruments and/or standard money market accounts.
- b) The General Checking Account shall be the primary account for School needs. Authorized signatories to this account shall be the Board Chair and Board Treasurer.
- c) The General Checking Account shall be reconciled monthly by a school staff member or outsourced accountant that does not have the ability to approve expenses or disperse funds from the account. The monthly Bank Reconciliations shall be reviewed and approved regularly by the Board or a representative of the Board that does not have access to the account.

K. TRAVEL POLICIES

1. Employee Mileage Reimbursement

- a) All employees are reimbursed at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel pre-approved by their supervisor. In addition, parking fees and tolls paid are reimbursable if supported by receipts.

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b) All employees requesting such mileage reimbursement are required to furnish an Expense Report containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, within one month after the travel date, supported by receipts, if applicable.

L. OTHER PRACTICES

1. Budget Adoption: A budget shall be adopted by the Board no later than June 30 prior to the start of each new fiscal year, or earlier if required by the authorizing entity. During the course of the year, the Board may adopt an amended budget as expenses and revenue projections change.

M. Audit

1. An annual audit by an outside firm shall be performed each year on the close of the prior year's books. The audit shall be performed in advance of the December 15 statutory audit deadline. The audit shall include, but not be limited to, (1) an audit of the accuracy of the School's financial statements, (2) an audit of the School's attendance accounting and revenue claims practices, and (3) an audit of the School's internal controls practices.

2. If the School receives over \$500,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.

3. The audit firm shall be on the State approved list of School auditors.

4. At the conclusion of the audit, EdTec will review the audit with the Board and propose any changes necessary in operating procedures to comply with audit findings.

5. Form 990 Federal Tax Return: The selected audit firm will prepare the Form 990 tax return and send a copy to the school staff responsible for the audit. The school staff will review and send a copy to the Board of Directors for its review and approval before filing. Once approved by the Board, the school will notify the audit firm who will then prepare the final return for filing.

N. Board Meetings: The Board shall review financial statements at periodic Board meetings. The Board shall also review and approve the monthly check registers and bank reconciliations from the General Checking Account.

O. Conflict of Interest: Any Board member with a financial interest in a matter presented to the Board shall fully disclose such interest prior to Board discussion on the issue and shall recuse



themselves from the discussion and voting on the matter. The Board shall develop a separate more comprehensive policy on conflict of interest, hiring of relatives, and compliance with Government Code 1090 and the Fair Political Practices Act.

P. Payroll

1. New Employees: Requests for new employees shall be initiated by the Co-Interim Executive Director and be consistent with the approved annual personnel budget. New employees shall complete an Application for Employment and all necessary paperwork for payroll. New employees shall be fingerprinted and TB tested consistent with State law. Fingerprint clearance must be received by the School before any employee may start work.
2. Employees shall accrue sick leave time based on the personnel policy of the School.
3. Timekeeping (for hourly staff)
 - a) The Co-Interim Executive Director or Senior Director of Operations shall develop procedures to ensure accurate and timely preparation of timesheets for hourly employees.
 - b) Authorized timesheets shall be forwarded to EdTec according to EdTec policies and procedures set forth separately. Payroll processing and payment shall take place according to EdTec policies and procedures set forth separately.
4. Independent Contractors: The School shall only engage independent contractors if all of the following practices are followed:
 - a) The expense is within the approved budget or separately approved by the Board;
 - b) The contractor provides proof of adequate insurance and IRS form W-9;
 - c) IRS rules are followed regarding classification of staff as contractors versus employees; and
 - d) The work is done under contract.

Q. Capitalization and Depreciation:

1. The School will capitalize and depreciate all assets costing \$5,000 or more. All other assets are charged to expense in the year incurred.
2. Capitalized assets are recorded at cost and depreciated under the straight-line method over their estimated useful lives which can range from:
 - a) Leasehold Improvement – Lease term or 5 years, whichever is shorter
 - b) Equipment – 3 years

Revised June 27, 2022



c) Furniture – 5 years

3. Repair and maintenance costs, which do not extend the useful lives of the assets, are charged to expense. The cost of assets sold or retired and related amounts of accumulated depreciation are eliminated from the asset accounts, and any resulting gain or loss is included in the earnings in the year.

R. Disposal of Surplus Property and Donations:

1. Surplus property shall mean property that is no longer in use, is damaged beyond repair, or that the School feels will have no future value to the School's program, and that is declared to be surplus property by the Board. If the School wishes to dispose of equipment or other surplus property, the Board shall declare the property surplus and shall direct the staff on the actual means of disposal of the property, such as sale, donation, or destruction and disposal.

2. If the School wishes to sell equipment or other surplus property, the Board shall direct the staff by giving specific guidance regarding the manner in which such property is to be sold.

3. If the School wishes to donate equipment or other surplus property, the Board shall declare the property surplus and authorize the donation. Requirements for potential donee organizations shall include: (1) the donee organization is fully independent of the School, with none of the School's Board members or key personnel involved in the donee organization; and (2) the donee organization shall be a non-profit or governmental entity related to education. In addition, the School shall secure a receipt from the donee organization for the donated property, and shall remove the asset from the School's books and record the donation as required by state and federal audit guidelines.

S. Property Acquired with Federal Grant Funds

1. If the property in question cost \$5,000 or more at the time of acquisition and was acquired with federal grant funds, the School shall notify the federal contract administrator prior to donating or disposing of such property as provided above.



Accounts Payable & Banking Requirements East Bay Innovation Academy Effective 8/1/2022

Approval of Purchase Orders (if applicable):

Purchase Orders Under \$10,001	Purchase Orders of \$10,000 or More
How many signatures are needed for PO approval? 1	How many signatures are needed for PO approval? 2
Who are the signers (designate primary and secondary if appropriate)?	Who are the signers (designate primary and secondary if appropriate)?
Primary: Co-Interim Executive Director or Senior Director of Operations Secondary: Board Chair or Board Treasurer	Primary: Co-Interim Executive Director or Senior Director of Operations Secondary: Board Chair or Board Treasurer Budgeted expenses over \$20,000* can be approved in advance of consent agenda review at monthly Board meetings. All new proposed and unbudgeted expenditures over \$20,000 require Board review and approval.

Approval of Invoices:

Invoices Under \$10,001	Invoices of \$10,000 or More
How many signatures are needed for Invoice approval? 1	How many signatures are needed for Invoice approval? 2
Who are the signers (designate primary and secondary if appropriate)?	Who are the signers (designate primary and secondary if appropriate)?
Primary: Co-Interim Executive Director or Senior Director of Operations Secondary: Board Chair or Board Treasurer	Primary: Co-Interim Executive Director or Senior Director of Operations Secondary: Board Chair or Board Treasurer Budgeted expenses over \$20,000* can be approved in advance of consent agenda review at monthly Board meetings. All new proposed and unbudgeted expenditures over \$20,000 require Board review and approval. <i>*Budgeted expenses for Payroll Services, OUSD and EdTec do not required additional approval by the Board</i>

General Checking Account

Invoices Under \$10,001	Invoices of \$10,000 or More
How many signatures are needed for check approval? 1	How many signatures are needed for Check approval? 2
Who are the signers (designate primary and secondary if appropriate)?	Who are the signers (designate primary and secondary if appropriate)?



<p>Primary: Board Chair Secondary: Board Treasurer</p>	<p>Primary: Board Chair Secondary Board Treasurer Budgeted expenses over \$20,000* can be paid in advance of consent agenda review at monthly Board meetings. All new proposed and unbudgeted expenditures over \$20,000 require Board review and approval. <i>*Budgeted expenses for Paychex, OUSD and EdTec do not required additional approval by the Board</i></p>
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I hereby certify that the above-named accounts are all of the school's accounts.

Authorized School Representative

Date

Name of School: East Bay Innovation Academy