



East Bay Innovation Academy

Board Meeting

Date and Time

Wednesday October 19, 2022 at 8:00 PM PDT

Location

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

Jenna Stauffer is inviting you to a scheduled Zoom meeting. Topic: EBIA Board Meeting
Time: Sep 21, 2022 08:00 PM Pacific Time (US and Canada)

Join Zoom Meeting <https://eastbayia-org.zoom.us/j/97093800689?pwd=NjFYdnJyRWlySXFwOEE2K3plQXFmUT09>

Meeting ID: 970 9380 0689 Passcode: 369333

One tap mobile [+16468769923](tel:+16468769923), [+16469313860](tel:+16469313860), [+16694449171](tel:+16694449171) US (New York) [+16469313860](tel:+16469313860), [+16694449171](tel:+16694449171) US Dial by your location +1 646 876 9923 US (New York) +1 646 931 3860 US +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 719 359 4580 US +1 253 215 8782 US (Tacoma) +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 346 248 7799 US (Houston) +1 386 347 5053 US +1 564 217 2000 US Meeting ID: 970 9380 0689 Find your local number: <https://eastbayia-org.zoom.us/j/97093800689>

Agenda

	Purpose	Presenter	Time
I. Opening Items			8:00 PM
Opening Items			
A. Record Attendance and Guests		Rochelle Benning	1 m

	Purpose	Presenter	Time
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)

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.

D. Review and Approve Minutes from 9/21/2022 REGULAR 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

8:19 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:

- EBIA Check and Credit Card Registers for September 2022
- TNTP Contract for Professional Services
- Lane 9 Contract for Professional Services
- DCAC Contract for College Counseling Services
- Revised 2022-23 School Year Calendar
- Local Assignment Options

III. Academic Excellence

8:24 PM

Academic Excellence

A. Executive Directors Report	Discuss	Carolyn Gramstorff and Fran Fay	10 m
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Will include student demographic update and Beginning of Year MAP data

IV. Finance and Development

8:34 PM

Finance

	Purpose	Presenter	Time
A. East Bay Innovation Academy - YTD Finance Update	Discuss	Bryce Fleming and Mike Pocrnich	15 m

Overview of current budget; MYP

Review of year to date financial results through September 2022 (Edtec Presents)

V. EBIA Facilities Update 8:49 PM

A. EBIA Facilities Updates	Vote	Charlie Noel	3 m
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Approve Prop 39 application

VI. Other Business 8:52 PM

A. Confirm Board Meeting Dates through 2022 -2023 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?

November	8:00PM Wednesday, 11/16/2022
December	2022 Winter Break
January	8:00PM Wednesday, 1/18/2023
February	8:00PM Wednesday, 2/15/2023
March	8:00PM Wednesday, 3/15/2023
April	8:00PM Wednesday, 4/19/2023
May	8:00PM Wednesday, 5/17/2023
June	8:00PM Monday, 6/12/2023
July	2023 Summer Break
August	8:00PM Wednesday, 8/16/2023

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

VII. Closing Items 9:03 PM

A. Adjourn Meeting	Vote	Rochelle Benning	1 m
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Coversheet

Review and Approve Minutes from 9/21/2022 REGULAR Board Meeting

Section:	I. Opening Items
Item: Board Meeting	D. Review and Approve Minutes from 9/21/2022 REGULAR
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board Meeting on September 21, 2022

APPROVED



East Bay Innovation Academy

Minutes

Board Meeting

Date and Time

Wednesday September 21, 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.

Jenna Stauffer is inviting you to a scheduled Zoom meeting. Topic: EBIA Board Meeting
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Meeting ID: 970 9380 0689 Passcode: 369333

One tap mobile [+16468769923](tel:+16468769923), [+16469313860](tel:+16469313860), [+16694449171](tel:+16694449171) US (New York) [+16468769923](tel:+16468769923) US (New York) +1 646 931 3860 US +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 719 359 4580 US +1 253 215 8782 US (Tacoma) +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 346 248 7799 US (Houston) +1 386 347 5053 US +1 564 217 2000 US Meeting ID: 970 9380 0689 Find your local number: <https://eastbayia-org.zoom.us/u/ag6EPoWEm>

Directors Present

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

Directors Absent

None

Guests Present

Carolyn Gramstorff (remote), Jenna Stauffer (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 Sep 21, 2022 at 8:03 PM.

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

Ken Berrick made a motion to approve remote meeting.
Brad Edgar seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

D. Review and Approve Minutes from 8/17/2022 REGULAR Board Meeting

Jennifer Afdahl Rice made a motion to approve the minutes from Board Meeting on 08-17-22.
Kelly Garcia seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

E. Approve Minutes from 8/17/2022 East Bay Innovation Academy SPECIAL Board Meeting

Kelly Garcia made a motion to approve the minutes from Special Board Meeting - EBIA Board on 08-17-22.
Jennifer Afdahl Rice seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

F.

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

three members of the public provided comment.

II. Governance

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

Jennifer Afdahl Rice made a motion to approve the consent agenda with the ask that EBIA go back to Holy Names to see if a cancellation notice period can be added to the current contract.

Brad Edgar seconded the motion.

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

Roll Call

Jennifer Afdahl Rice Aye

Ken Berrick Aye

Kelly Garcia Aye

Rochelle Benning Aye

Brad Edgar Aye

III. Academic Excellence

A. Executive Directors Report

Jenna provided a verbal update of the school activities. Areas of strength and growth.

IV. Finance and Development

A. East Bay Innovation Academy - YTD Finance Update

EdTec will present financial updates on an every-other-month basis and will present again in October.

V. EBIA Facilities Update

A. EBIA Facilities Updates

A verbal update was provided.

VI. Other Business

A. Confirm Board Meeting Dates through 2022 -2023 School Year

reminder of the next board meeting was provided.

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

Various members of the public provided public comment.

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:08 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: EBIA Charter Academic Consultation SY22 revised 10-7.pdf
MOU EBIA & Lane 9 (SY2223).pdf
DCAC & EBIA Contract 2022-23.pdf
SY. 2022-23 Calendar 9_30.pdf
EBIA_September 2022_Combined Board Check Register.pdf



DATE: October 7, 2022

TO: Carolyn Gramstorff

FROM: Annie Tran, Partner, TNTP

RE: East Bay Innovation Academy Leadership Team support

Thank you for the opportunity to speak with you earlier this week and learn more about East Bay Innovation Academy (EBIA). It was clear through our conversations that EBIA leadership teams are focused on the student experience at their school sites and are putting in place systems and structures to make sure that is true for all students everyday.

THE CHALLENGE. Effective school leaders are critical to students' academic success: strong school leaders can accelerate students' academic achievement, adding the equivalent of two to seven months of learning in a single year.¹ Yet, traditional training leaves few school leaders with the instructional leadership skills needed to transform student learning. School leaders must rally staff, students, and families around a clear vision for success and provide them with the support and resources they need. With the right support, development opportunities, and ongoing coaching and feedback, school leaders can master the complex skill set they need to be effective leaders—everything from the emotional intelligence to provide appropriate feedback that motivates and inspires teachers, to the ability to use classroom data to boost student achievement.

OUR APPROACH. While every school context is unique, all school leaders must do certain things well—including delivering teacher feedback, analyzing student data, creating and managing student-centered education programs, and using assessments to identify students' needs and improve instruction. TNTP's Leadership Coaches—experienced former school leaders themselves—help principals and their leadership master these important skills through individualized coaching, feedback, and collaboration. TNTP has developed a deep bench of experienced Leadership Coaches who work side-by-side with school leaders to help them become effective instructional leaders who can foster a strong, inclusive school culture that supports teacher development and student growth. We match school leaders with coaches who have experience and expertise in the school's unique focus areas and the ability to draw on the lessons our network of Leadership Coaches are learning across the country.

OUR SUPPORT. TNTP's Leadership Coaches work alongside school leaders *in their schools* while they are observing classrooms, facilitating professional development, and analyzing data, enabling them to provide real-time feedback and practical, job-embedded guidance. Through active practice and coaching, school leaders develop leadership skills in four core areas:

1. **Rallying people around a vision:** Effective school leaders establish and maintain systems and expectations that bring their vision for teaching and learning to life, creating a positive school culture.
2. **Managing rigorous instruction:** Effective school leaders are able to recruit, select, develop, support, and keep great teachers in their schools and ensure teachers and students have access to high-quality, rigorous academic materials aligned to their state's standards.
3. **Using data as a tool:** Effective school leaders continuously collect and analyze data on what students know to help shape instruction, support teacher development, and effectively align resources to support student learning.
4. **Building a positive culture:** Effective school leaders create a safe, welcoming school culture with high expectations for students by setting expectations for effective teaching, rallying teachers around a common vision of excellent instruction and student success, and supporting teachers to improve their instructional practice.

¹ Branch, G. F., Hanushek, E. A., & Rivkin, S. G. (2013). School Leaders Matter. *Education Next*, 13(1). Retrieved from [http://hanushek.stanford.edu/sites/default/files/publications/Branch%2BHanushek%2BRivkin%202013%20EdNext%2013\(1\).pdf](http://hanushek.stanford.edu/sites/default/files/publications/Branch%2BHanushek%2BRivkin%202013%20EdNext%2013(1).pdf)



Scope of Work

TNTP Core Rubric Training and Calibration for School Leaders

A TNTP Coach will work alongside school leadership teams to understand and use the TNTP Core Rubric while walking classrooms with leaders. Through a series of walkthroughs, the leadership coach will facilitate gathering data and calibration with school leadership teams to make sure they are normed when rating and providing feedback to teachers. While this exact plan of support will be co-created with the school leadership teams to meet their needs, it could look like:

- TNTP coach will facilitate six (6) in-person professional learning and collaboration sessions, to include:
 - A deep dive session into the TNTP Core Rubric including the Theory of Action and work behind it
 - Classroom observation walkthroughs and calibration sessions with the school leadership team on the TNTP Core Rubric.
 - Leadership team strategy meetings to identify school-wide focus areas based on TNTP Core Rubric data
 - Sample teacher feedback agendas with TNTPs support to leaders to customize agendas based on the contexts of each school

Potential dates for the six sessions are:

- 10/27/2022: 1:30 - 4:30
- 10/28: 9 - 12
- 11/3: 9-10:30
- 11/17: 9-10:30
- 12/1: 9-10:30
- 12/15: 9-10:30

The cost of Part 1 is \$15,975.

Get in touch!

I would be pleased to discuss this further and make this work with your vision for your leaders' development, Please contact Annie Tran at (714) 588-7312 or annie.tran@tntp.org.

Lane 9



Memorandum of Understanding East Bay Innovation Academy

Purpose

This Memorandum of Understanding (MOU) outlines an agreement between East Bay Innovation Academy ("EBIA"), 3800 Mountain Blvd., Oakland, CA 94619, and Lane 9, 5843 Annrud Way, Sacramento, CA 95822 made on this, the 6th day of October 2022.

Description of Services

Service & Activities	Deliverable(s)	Cost
Service #1 - Focus Groups Lane 9 will co-design and facilitate up to 10 focus groups (<i>Recommended length = 45-60 minutes</i>)	<ul style="list-style-type: none"> Focus group questions, agendas, and note taking materials Executive Summary of trends and key findings 	\$5,500 \$4,500
Service #2 - Professional Development Training Lane 9 will design and facilitate up to 5 professional development experiences aligned to Priority 1 (<i>Black Students Thrive</i>) and Priority 2 (<i>Vertical Alignment</i>)	<ul style="list-style-type: none"> Slide deck, participant workbook, and associated texts/materials 	\$6,000 \$2,500
Service #3 - Classroom Walkthroughs Lane 9 will conduct a 2-day instructional walkthrough focused on select domains of the Transformational Schools Rubric focused on Priority 1 (<i>Black Students Thrive</i>)	<ul style="list-style-type: none"> EBIA-specific walkthrough tool and note taking materials Collection of Artifacts of Practice and sample materials Executive Summary of trends and key findings 	\$8,500 \$3,500


*Equity discount applied

Fees

- EBIA agrees to pay Lane 9 \$10,500.00 for Services 1-3 within 60 days of signing this MOU by both parties.

East Bay Innovation Academy and Lane 9 agree to the terms above:

Signature: _____

Signature: 

Name: Jenna Stauffer

Name: Shannon Wheatley

Title: Interim Executive Director

Title: CEO

Organization: East Bay Innovation Academy

Organization: Lane 9

Date:

Date: Thursday, October 6, 2022

AGREEMENT
between
The Regents of the University of California
on behalf of
DESTINATION COLLEGE ADVISING CORPS (DCAC)
and
EAST BAY INNOVATION ACADEMY
(2022-2023)

This Agreement ("**Agreement**"), effective as of **August 1, 2022** ("**Effective Date**"), is by and between The Regents of the University of California ("**University**"), on behalf of UC Berkeley's Destination College Advising Corps ("**DCAC**") and East Bay Innovation Academy ("**District**") on behalf of East Bay Innovation Academy ("**School**"), a public school having a principal place of business at 3800 Mountain Blvd. Oakland, CA 94619. "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties.**"

WHEREAS, University operates the DCAC program intended to enrich the experiences of students in high schools, particularly students from low-income and first-generation college-bound backgrounds ("**Program**");

WHEREAS, through the Program, the University has established guidelines for the implementation of the Program at the School by providing access to College Adviser Fellow(s) and a Regional Manager;

WHEREAS, the District is interested in participating and cooperating with the University in the implementation of the Program at the School by contributing facilities and staff support for the Program;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1) TERM.

This Agreement shall commence on the Effective Date and terminates on **June 30, 2023** ("**Term**"), unless earlier terminated in accordance with the terms of this Agreement. University is under no obligation to extend this Agreement.

2) STATEMENT OF WORK.

The goal of University through Program is to increase the college-going rate of students at School and provide comprehensive college awareness, mentorship, resources, preparation, advising and information through the efforts of a dedicated College Adviser Fellow(s). Each College Adviser Fellow will participate in the local and national research and data collection as specified by state and Federal agreements, including the provision of intensive program activities by using evidence-based best practices of highly successful college access programs and strategies that build college going culture through one-to-one, small group, classroom, and whole school efforts.

University and District shall each fulfill its responsibilities as described in Exhibit A attached hereto.

3) FEES.

District shall provide \$36,000 (Thirty-six thousand dollars and zero cents) on behalf of School to support placement of (1) College Adviser Fellow(s).

This amount represents 50% of the cost of a College Adviser Fellow (\$72,000 for each adviser). The additional funding is secured by multiple government and non-governmental sources, foundation grants, as well as the University of California at Berkeley through the Center for Educational Partnerships.

S

District will pay invoice within 30 days after receipt **to be received by March 31, 2023**, made payable to **The Regents of the University of California** and sent to:

UC Center for Ed Partnerships/Destination College Advising Corps
Hearst Field Annex, Building C M/S 1060
Berkeley, CA 94720-1060

4) TERMINATION.

- A. Either University or District may terminate this Agreement at will, with or without cause, by giving thirty (30) days' written notice to the other Party. The notice shall be deemed to have been received on the date delivered personally or sent by e-mail, one day after fax transmittal, or three days after depositing with the U.S. Postal Service, certified mail, return receipt requested.
- B. In the event of material breach of any of the terms and conditions of this Agreement by either Party, the non-breaching Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party describing the breach. This Agreement shall terminate at the end of the thirty (30) day notice period if the breach is not cured within that time.
- C. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 4 (**Termination**), 5 (**Information Handling and Publication**), 7 (**Disclaimer of Warranty**), 8 (**Limitation of Liability**), 9 (**Indemnification**), 10 (**Insurance**), 11 (**University Trademarks**), and 12 (**Copyright**).

5) INFORMATION HANDLING AND PUBLICATION.

- A. District and School agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, and the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this

Agreement. School shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of the University or Program except as expressly provided for under Exhibit A or any other provision of this Agreement.

- B. School may publish results of its local Program site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Program, administered by the University, and a statement that findings, conclusions, and recommendations are those of the author or School personnel only and do not necessarily represent the view of the University and Program. A copy of all such publications must be furnished to Program following publication. Such publications may include sections of larger reports that describe School activities.

6) AFFIRMATIVE ACTION/NON-DISCRIMINATION.

District agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

7) DISCLAIMER OF WARRANTY.

THE UNIVERSITY AND CEP MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE DISTRICT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. THE DISTRICT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. THE UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

8) LIMITATION OF LIABILITY.

EACH PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL.

9) INDEMNIFICATION.

Each Party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense. Neither Party shall settle nor shall consent to the entry of any judgment in any action, suit or proceeding without the consent of the other Party, and such consent not be unreasonably withheld, conditioned, or delayed.

10) INSURANCE.

A. University Insurance: University shall keep in full force and effect during the term of this Agreement, at University's sole expense, insurance as follows:

- i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000
- ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.
- iii. Workers Compensation as required by applicable law.

iv. Upon request, University shall file Certificate(s) of Insurance or self-insurance with District naming District as an additional insured. Such provision shall apply in proportion to and to the extent of the negligent acts or omissions of the University or any person or persons under the University’s direct supervision and control.

B. District Insurance: District shall keep in full force and effect during the term of this Agreement, at District's sole expense, insurance (“Insurance”) as follows:

i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$2,000,000

ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of \$1,000,000 per occurrence.

iii. Workers Compensation as required by applicable law.

iv. If the Insurance is written on a claims made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.

v. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of District or District's officers, employees and agents.

vi. Within thirty (30) days of the execution of this Agreement, District shall furnish University with a Certificate of Insurance evidencing compliance with the Insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.

vii. The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.

11) UNIVERSITY TRADEMARKS.

The District and School shall not use the name of the University of California, any abbreviation thereof, any name of which “University of California” is a part, or any trademarks or logos of the University (“**University Marks**”), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the District or School, its products or services. All such

uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at bcbp@berkeley.edu. At all times, the District and School agree to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the University. The District nor the School shall not, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and the District hereby expressly waives any right which it may have in University Marks. The District recognizes the University's exclusive ownership of University Marks.

12) COPYRIGHT.

To the extent any of the Program materials delivered pursuant to the terms of this Agreement incorporate any of the University's preexisting copyrighted materials, the University hereby grants to District the right to use such materials but only as incorporated in the Program curriculum as delivered under this Agreement and only to the extent necessary to effect the delivery of such programs. The University shall own the copyright of any copyrightable materials developed in the performance of this Agreement. The University hereby grants to District a royalty-free, nonexclusive license to use all materials delivered to District under this Agreement solely as necessary to perform this Agreement. District may not use such materials for any other purpose without the prior written approval of the University. Any breach of this provision shall be deemed to be a material breach of this Agreement upon the occurrence of which the University may terminate this Agreement effective immediately without impairing any other rights or remedies available to the University under the law. All copies of such information in written, graphic or other tangible form shall be returned to University upon termination of this Agreement. All non-public information relating to the materials or the program shall be kept confidential by District, shall be used only in performing hereunder, and may not be used for any other purposes without the prior written approval of CEP's Assistant Vice Chancellor.

13) RELATIONSHIP OF THE PARTIES.

In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes. Neither Party will have the right to obligate or bind the other in any manner whatsoever.

14) GOVERNING LAW.

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

15) COMPLIANCE WITH LAW.

Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

16) FORCE MAJEURE.

If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism or war, whether actual or threatened, judicial orders, epidemics, quarantine, public health or travel restrictions or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event. In the event of force majeure, the Parties may agree to alternative methods of performance that mitigate the effect of force majeure, subject to mutual agreement as to the terms thereof (including the payment of additional amounts). The University may perform all services remotely to the extent that any in-person component of performance is impractical because of COVID-19 conditions.

17) WAIVER.

Any failure of either Party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

18) ASSIGNMENT.

District may not assign this Agreement, or any part hereof, without the written consent of University, which consent or refusal to consent shall be in the absolute discretion of the University and may be granted or withheld without any reason given.

19) SEVERABILITY.

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction. Such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

20) INTEGRATION.

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

21) COUNTERPARTS.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

22) AMENDMENT.

This Agreement may be amended or modified only by mutual written agreement of the parties.

23) ATTORNEY FEES.

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

24) REPRESENTATIONS.

University and District each represents that it has full authority to enter into and perform its obligations under this Agreement.

25) NOTICES.

University Representatives:

Program Matters:

Sumi Godfrey Wong – Co-Director, Destination College Advising Corps
sumigodfrey@berkeley.edu

Contractual Matters:

Lucy Parada – Program Manager, Destination College Advising Corps
annalucina@berkeley.edu

School/District's Representative(s):

Rodolfo Ornelas – Principal, East Bay Innovation Academy
Rodolfo.ornelas@eastbayia.org

Notice pursuant to this Agreement shall be in writing to the above email addresses or to such other address that either Party may, by written notice, later designate to the other. Notice shall be effective on the date sent by fax or e-mail, or three days after the date of deposit with the U.S. Postal Service, certified mail return receipt requested.

[SIGNATURE PAGE FOLLOWS]

Destination College Advising Corps (DCAC)
East Bay Innovation Academy

August 1, 2022 to June 30, 2023

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

EAST BAY INNOVATION ACADEMY

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

Signature of Authorized Representative

Signature of Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**RESPONSIBILITIES OF PROGRAM**

- A. Train, mentor and assign recent 4-year university graduate(s) as College Adviser Fellow(s) to School(s) to offer program services guided by a Regional Manager, driven by data-based assessment.
- B. Enlist a full-time staff member as Regional Manager to provide support, guidance and direction to the College Adviser Fellow(s) and to work with School to ensure Program efficacy and service delivery.
- C. Work in partnership with School to promote a college-going culture through providing guidance and training using best practices based on data and analysis of school culture and students' college knowledge and awareness.
- D. Implement an Evaluation Plan for continuous improvement and for determining sustainability and scale-up opportunities.
- E. In line with our campus policies to keep Program staff safe and avoid risk of exposure to COVID-19, the Program may provide virtual advising services and fulfill all aspects of the scope of work to support school/program, students and their families if deemed unsafe for the Program to provide services at school sites.

College Adviser Fellow shall:

1. Provide support to School during the operational hours of the school site(s) beginning **late August 2022 through early June 2023**. If it is decided by the Program and/or the District that for safety concerns the College Adviser Fellow cannot be physically at the school site due to COVID-19, they will continue to provide support to the School(s) remotely.
2. Under the direction of the Regional Manager, support student college preparation via individual student sessions, group workshops and/or school-wide events.
3. Recruit, enroll and support a cohort of students from all grade levels in order to provide intensive college preparation support.
4. Attend mandatory Program meetings, trainings and conferences that may be held at non-school site locations.
5. Sign confidentiality agreements with the School, as appropriate.

Regional Manager shall:

1. Train and mentor the College Adviser Fellow(s) and serve as the liaison between the College Adviser Fellow and School.
2. Ensure College Adviser Fellow(s) fulfill service requirements and duties whether completed in-person or through a virtual modality, per UC requirements. The Regional Manager should be notified of any issues with College Adviser Fellow(s) and will be responsible for resolving them.

Destination College Advising Corps (DCAC)**East Bay Innovation Academy****August 1, 2022 to June 30, 2023**

3. Provide School staff with information about Program and its associated research participation, its College Adviser Fellow(s) and general information about admissions to institutions of higher education; and share data and analysis of direct services provided to students.
4. Coordinate events or visits for further advancement of Program's mission.
5. Provide resources and training as appropriate on college-going culture.
6. Work with School parent services to integrate college-going information.

College Adviser Fellow(s), Regional Manager and other Program staff exercise the strictest confidentiality and all information obtained will only be used for program purposes as described in this Agreement. College Adviser Fellow(s) will sign confidentiality agreements with the School, as appropriate.

Program should not be considered a replacement for but may supplement existing School services, programs and/or staffing. Program services will be made available to all students attending the School.

In-person and virtual services may include but not limited to: individual student college preparation advising; student and/or parent group college preparation/informational workshops/sessions; school, district and/or region wide college preparation/informational events; college exploration campus visits; and/or supplemental summer and/or weekend college preparation programs.

RESPONSIBILITIES OF SCHOOL

- A. If it is deemed safe for the College Adviser to physically be on campus, the site will provide designated space for College Adviser Fellow(s) with access to a computer (Internet, appropriate listserv, School/district email and student information system), printer, telephone, supplies, and copiers.
- B. Provide access to approximately 140-160 9th-12th graders from whom College Adviser Fellow will recruit to Program in order to provide intensive mentorship, college awareness and preparation services.
- C. Whether in-person or virtually, allow College Adviser Fellow(s) to contact students from non-core subjects for one-on-one and small group advising.
- D. Allow College Adviser Fellow dates, times and space to conduct meetings and/or workshops.
- E. Provide access to data to implement Evaluation Plan and participate in related national research project. Data includes National Student Clearinghouse aggregate (non-student identifiable data) reports and/or School student roster which must be provided by October 31st. The Program may provide aggregate outcome and service data to external parties. The Program will not release student level personal identifying data to external parties. The Program will provide NSC matching raw data to School upon request.
- F. Provide access to school staff meetings.
- G. Release College Adviser Fellow(s) for Program mandatory meetings, trainings, and conferences.

Destination College Advising Corps (DCAC)**East Bay Innovation Academy****August 1, 2022 to June 30, 2023**

- H. Provide College Adviser Fellow(s) with general and/or “view only” access to student records to include: class schedules, academic transcripts and/or grad inventories, college/university application information/data, SAT/ACT/PSAT scores and accounts to the School student information system.
- I. Provide College Adviser Fellow(s) with account access to the University of California Office of the President (UCOP) Transcript Evaluation Service (TES).
- J. Both in-person and virtually, provide working environment free from unwelcome behavior by adults, students or visitors, and if such behavior occurs, School will work with University to ensure that the unwelcome behavior stops, and that the College Adviser Fellow(s) is made whole.
- (For full University of California Sexual Harassment policy, go to: <http://ophd.berkeley.edu/policies-procedures/sexual-harassment>). Regional Manager will review specific procedures related to Sexual Harassment for College Adviser Fellow(s) with School staff.
- K. Provide a site administrator or staff to serve as primary contact to assist and provide support to College Adviser Fellow(s) in the facilitation of the above listed items.
- L. Support the College Adviser Fellow(s) in implementing school-wide events that promote and increase college-going culture, for example, Decision Day which may be implemented either in-person or virtually.
- M. Collaborate and plan to implementation of the previously described activities.
- N. Understand that all Program efforts are motivational and supplementary, and should enhance activities already provided at the School.

I. PROGRAM EVALUATION

Program will implement an Evaluation Plan that will be designed to minimize the time required by students or teachers to complete surveys, utilize as much as possible present School surveys, annual data collection by Program and analysis of publicly available data repositories. Program will need to collect data and/or secure data such as Senior Surveys, National Student Clearinghouse college enrollment data (or student data to run NSC reports), Transcript Evaluation Service (TES), a-g reporting and/or student graduation data. The Program staff will work with partners to implement the evaluation and information will be gathered for purposes of reporting to various Funders and the College Advising Corps (“CAC”) and will be shared with the School for internal reporting goals.

II. FINGERPRINTING, TB SCREENING and NSOPW CLEARANCES

Program will cover the costs for fingerprinting clearances and Tuberculosis screening. The College Adviser Fellow(s) will have their fingerprints taken and processed by the UC Berkeley Police Department prior to being on-boarded as a College Adviser Fellow(s). Fingerprints will be cleared through the DOJ and FBI databases. College Adviser Fellow(s) will be screened through the NSOPW prior to enrollment and placement at School. Proof of NSOPW and DOJ/FBI Clearances as well as TB screening results will be provided upon request.

III. RESEARCH AND EVALUATION PLAN

- A. The evaluation plan will collect and analyze data to provide Program with information on the effectiveness of Program on the following goals.
1. Increase students' college knowledge and aspirations;
 2. Increase parent/family college awareness, knowledge and expectations for students;
 3. Increase student preparation for college admissions;
 4. Increase percent of high school graduates going to college.
- B. In consultation with the School, Program shall:
1. Administer Program surveys in April/May 2023 as per University requirements; School can choose to administer the Program survey to additional students and Program will provide the surveys and the analysis;
 2. Access data collected on school-wide surveys such as a Senior and Satisfaction Surveys, and surveys as to test-taking, application, acceptance, enrollment and financial aid information, data from tracking systems;
 3. Analyze information presently collected by the School (*e.g. National Student Clearinghouse and PSAT, SAT/ACT scores and testing data*) for enrollment information and test taking;
 4. Utilize Transcript Evaluation Service (TES) data to inform college advising services.
 5. Utilize the publicly available data repositories for data such as: a-g analysis, Cal Grant applications;
- C. If the School does not collect college enrollment data from the National Student Clearinghouse, Program will require student-level data on graduates to send to the National Student Clearinghouse in order to retrieve college enrollment, retention and/or graduation data. The School roster will need to include the following fields: School Name, Graduation Year, First Name, Last Name, Date of Birth and Ethnicity. There will be no cost to the School for this service;
- D. Other evaluations/assessments may be requested from College Advising Corps, African American Male Achievement Initiative, EAOP, SCEC and/or other Program partners on a case-by-case basis.
- E. The Regional Managers and College Adviser Fellow(s) will be responsible to collect and track information as they work with students and will work with CEP staff on implementing the evaluation plan. All data and analysis will be shared with the District/School. Program may provide aggregate outcome and service data to external parties.

East Bay Innovation Academy

2022-2023 School Calendar

July 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-18

August 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-21

September 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-14

October 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					

I-5

R-15

November 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-12

December 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-20

January 2023

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-13

February 2023

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 2023

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 2023

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-22










May 2023

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 2023

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. 8-12. Lower School Aug. 8-19.
-  Orientation. Lower School Aug. 8-19.
-  First and Last Day of School
-  Intercession (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 (June 20-July 15)



2022-2023 CALENDAR OF EVENTS

DATE	EVENT
Jun-20	First Day of Summer School
Jul-4	School Closed-Holiday: July 4th
Jul-15	Last Day of Summer School
Aug-1	First Day of Teacher PD
Aug-8	First Day of School
Aug 8-12	Upper School Orientation
Aug 8-19	Lower School Orientation
Aug-31	Lower School Back to School Night
Sep-1	Upper School Back to School Night
Sep-5	School Closed-Holiday: Labor Day
Sep-8	EBIA- Teach Night 6-12 @ Upper School Campus
Sep-TBD	PAC (Parent Advisory Council) meeting
Oct-10	School Closed-Holiday: Indigenous Peoples' Day
Oct-21	End of Trimester 1
Oct 22-28	Intersession
Oct 31-Nov 1	PLP Days, no classes
Nov-2	Start of Trimester 2
Nov-11	School Closed-Holiday: Veterans Day
Nov 21-25	School Closed-Holiday: Fall Break
Dec- TBD	PAC (Parent Advisory Council) meeting
Dec 19-Jan 2	School Closed: Winter Recess
Jan-3	Classes Resume
Jan-16	School Closed-Holiday: Martin L. King Jr. Day
Feb-20	School Closed-Holiday: Presidents Day
Feb-17	End of Trimester 2
Feb 21-24	Intersession
Feb 27-28	PLP Days, no classes
Mar-1	Start of Trimester 3
Mar- TBD	PAC (Parent Advisory Council) meeting
Mar-31	School Closed-Holiday: Cesar Chavez Day
Apr 3-7	School Closed: Spring Recess
Apr-10	Classes Resume
May-TBD	State & AP Testing
May-29	School Closed-Holiday: Memorial Day
May 30-Jun1	Capstone Projects, Intersession
Jun-1	8th Grade Promotion
Jun-2	Last Day of School for Students
Jun-2	Upper School Graduation
Jun-5	Staff Closing Day- Last Day for Teachers

KEY	
	School Closed: Holiday
	Orientation. Upper School Aug. 8-12. Lower School Aug. 8-19.
	Orientation. Lower School Aug. 8-19.
	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 (June 20-July 15)
	Start/End of Trimester



Combined Board Check Register

School: East Bay Innovation Academy (EBIA)

Month: September 2022

Total Paid By Check: \$ 258,188.70
Total Paid By Credit Card: \$ -

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7668	Revolution Foods, Inc.	9/8/2022	Bill #458064--Food Service for May 2022 (Original		\$ 11,118.42
Check	7669	Oakland Athletic League	9/8/2022	Bill #020004--Qty 2 OAL Middle School Soccer; Qty 3		\$ 3,800.00
Check	7670	Krynski, Tevye (Parent/Vol)	9/8/2022	Bill #080722--2022 Graduation photography		\$ 500.00
Check	7671	Bonita Herrera	9/8/2022	Bill #080222--PD Week of Snacks breakfast and coffee		\$ 1,293.51
Check	7672	Vision Service Plan - (CA)	9/8/2022	Bill #815877545--Vison Plan September 2022		\$ 437.40
Check	7673	s3dx	9/8/2022	Bill #1043--Interim ED Monthly Consulting Fee's		\$ 12,500.00
Check	7674	Charter Schools	9/8/2022	Bill #22153--2022 HR Academy - Sept 27-28 Member		\$ 2,250.00
Check	7675	CFI	9/8/2022	Bill #19395--US & LS Printer ink toners & parts August		\$ 3,191.74
Check	7676	Waste Management Of	9/8/2022	Bill #277977522162--Ops Charter August 2022		\$ 656.73
Check	7677	Beehively	9/8/2022	Bill #20220369--Beehively Web Invoice (October -		\$ 720.00
Check	7678	Hawk Circle Consulting	9/8/2022	Bill #1097--Monthly Consutin + 4hr overtime		\$ 13,600.00
Check	7679	Kids In Harmony, Inc	9/8/2022	Bill #07052022--7/15 IEP Metting Review of Records		\$ 875.00
Check	7680	Edmentum	9/8/2022	Bill #INV193767--Custom Consulting Service Virtual;		\$ 13,525.00
Check	7681	Swing Education	9/8/2022	Bill #INV00484365--Substitutue coverge Upper school		\$ 223.00
Check	7682	CPM Educational Program	9/8/2022	Bill #2203595IN--Teacher and Student 1yr eBook		\$ 13,490.00
Check	7683	AT&T	9/8/2022	Bill #18644176--#2435 Internet Services thru 08/12/22		\$ 687.39
Check	7684	Kaiser Foundation Health	9/8/2022	Bill #OCTOBER2022--October 2022 Medical Health		\$ 28,374.82
Check	7685	MHE*McGraw-Hill Ecomm	9/8/2022	Bill #124258387001--ALEKS 6-12 Math Remedial		\$ 14,536.00
Check	7686	Revolution Foods, Inc.	9/16/2022	Bill #458445--Food Service for June 2022		\$ 7,526.05
Check	7687	Waste Management	9/16/2022	Bill #413646522164--Marshall Elementary September		\$ 1,522.16
Check	7688	BLOC15	9/16/2022	Bill #21181--Non Refundable Secure the date Deposit		\$ 2,000.00
Check	7689	AT & T	9/16/2022	Bill #18065534--#6883 Internet Services 03/16/22 -		\$ 687.39
Check	7690	LaShante Smith	9/16/2022	Bill #080122--Independet Educational Evaluation for FN		\$ 6,000.00
Check	7691	Ready Refresh	9/16/2022	Bill #02H0035832435--Mountain drinking water 07/27/22		\$ 98.43
Check	7692	Golden Gate Academy	9/16/2022	Bill 9/20/2022--Monthly use fee for Golden Gate		\$ 28,090.00
Check	7693	Law Offices of Young,	9/16/2022	Bill #78389--Legal Service through 8/31/22		\$ 1,064.47
Check	7694	Ready Refresh	9/16/2022	Bill #02I0035832427--Malcolm drinking water 08/07/22 -		\$ 188.67
Check	7695	RingCentral Inc.	9/16/2022	Bill #000452725--Phone Service 008/29/22 - 09/28/22		\$ 688.51
Check	7696	OUSD Buildings & Grounds	9/16/2022	Bill #EBIARENT23A--2022/23 Facility use fee (1 of 4)		\$ 34,833.50
Check	7697	CoPower	9/16/2022	Bill #2196627--Dental Plan October 2022		\$ 3,135.12
Check	7698	AT & T	9/22/2022	Bill #18649920--Internet Services thru 8/15/22		\$ 687.39
Check	7699	TechaBee, Inc	9/22/2022	Bill #2022167--IT Service (October - December 2022)		\$ 9,000.00
Check	7700	Jamia Morton	9/22/2022	Bill #090922--Advisory Cape Design competition craft		\$ 542.64
Check	7701	RAFT	9/22/2022	Bill #1085--Intersession Fall 2022 - robot building		\$ 1,397.89
Check	7702	Rodolfo Ornelas	9/22/2022	Bill #090922--Dimond Cafe staff lunch; Costco First		\$ 649.87
Check	7703	WASC	9/22/2022	Bill #1313216--Annual Accreditation Membership Fee		\$ 1,610.00

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

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7704	The Phillips Academy	9/22/2022	Bill #20222023.045--EC - Tuition August 2022 Qty 7; In		\$ 2,223.00
Check	7705	The Big Apple Cafe	9/22/2022	Bill #389743--Student of the Month Breakfast		\$ 172.66
Check	7706	Roto-Rooter Service	9/22/2022	Bill #51024318193--Plumbing work at LS; clear sewer		\$ 835.00
Check	7707	Vision Service Plan - (CA)	9/22/2022	Bill #816107492--Vison Plan October 2022		\$ 485.76
Check	7708	East Bay Speech Pathology,	9/22/2022	Bill #1790--Speech & Language Pathology Services		\$ 9,483.00
Check	7709	AALRR Attorneys at Law	9/22/2022	Bill #660908--General Special Education Legal Service		\$ 6,989.84
Check	7710	EBMUD	9/22/2022	Bill #091522--Marshall Water Service 07/08/22 -		\$ 1,718.49
Check	7711	Edpuzzle	9/22/2022	Bill #22928--Pro School Unlimited access to Edpuzzle		\$ 1,950.00
Check	7712	Office Depot	9/22/2022	Bill #263394620001--Address Labesl Name Badges		\$ 329.85
Check	7713	s3dx	9/22/2022	Bill #1045--Interim ED Supports August		\$ 12,500.00

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

Coversheet

East Bay Innovation Academy - YTD Finance Update

Section: IV. Finance and Development
Item: A. East Bay Innovation Academy - YTD Finance Update
Purpose: Discuss
Submitted by:
Related Material: EBIA September 2022 Financial Presentation.pdf
EBIA September 2022 Financial Statements.pdf

East Bay Innovation Academy

Board Financial Update

BRYCE FLEMING & MIKE POCRNICH
OCTOBER 19TH, 2022



Contents



1. FY23 Forecast Update + September YTD
2. EBIA Multi-Year Forecast Update

FY23 Forecast + September 2022 Update



2022-23 Forecast Update



\$300k of hold harmless revenue shifted to FY22 based on CDE guidance

		2022-23	2022-23	Variance
		Previous Forecast	Current Forecast	
Revenue	LCFF Entitlement	5,732,738	5,757,579	24,841
	Federal Revenue	266,788	486,744	219,956
	Other State Revenues	1,790,769	1,433,042	(357,727)
	Local Revenues	504,749	534,749	30,000
	Fundraising and Grants	170,000	170,000	-
	Total Revenue	8,465,043	8,382,113	(82,930)
Expenses	Compensation and Benefits	5,562,508	5,610,175	(47,667)
	Books and Supplies	434,895	472,195	(37,300)
	Services and Other Operating	2,184,093	2,244,850	(60,756)
	Total Expenses	8,181,496	8,327,219	(145,723)
	Operating Income	283,546	54,893	(228,653)
	Beginning Balance (Unaudited)	1,744,950	1,744,950	-
	Operating Income	283,546	54,893	(228,653)
	Ending Fund Balance (incl. Depreciation)	2,028,496	1,799,843	(228,653)
	Ending Fund Balance as % of Expenses	24.8%	21.6%	-3.2%

2022-23 Forecast Update

Overall operating income forecasted to be \$55k



2022-23 Forecast Update

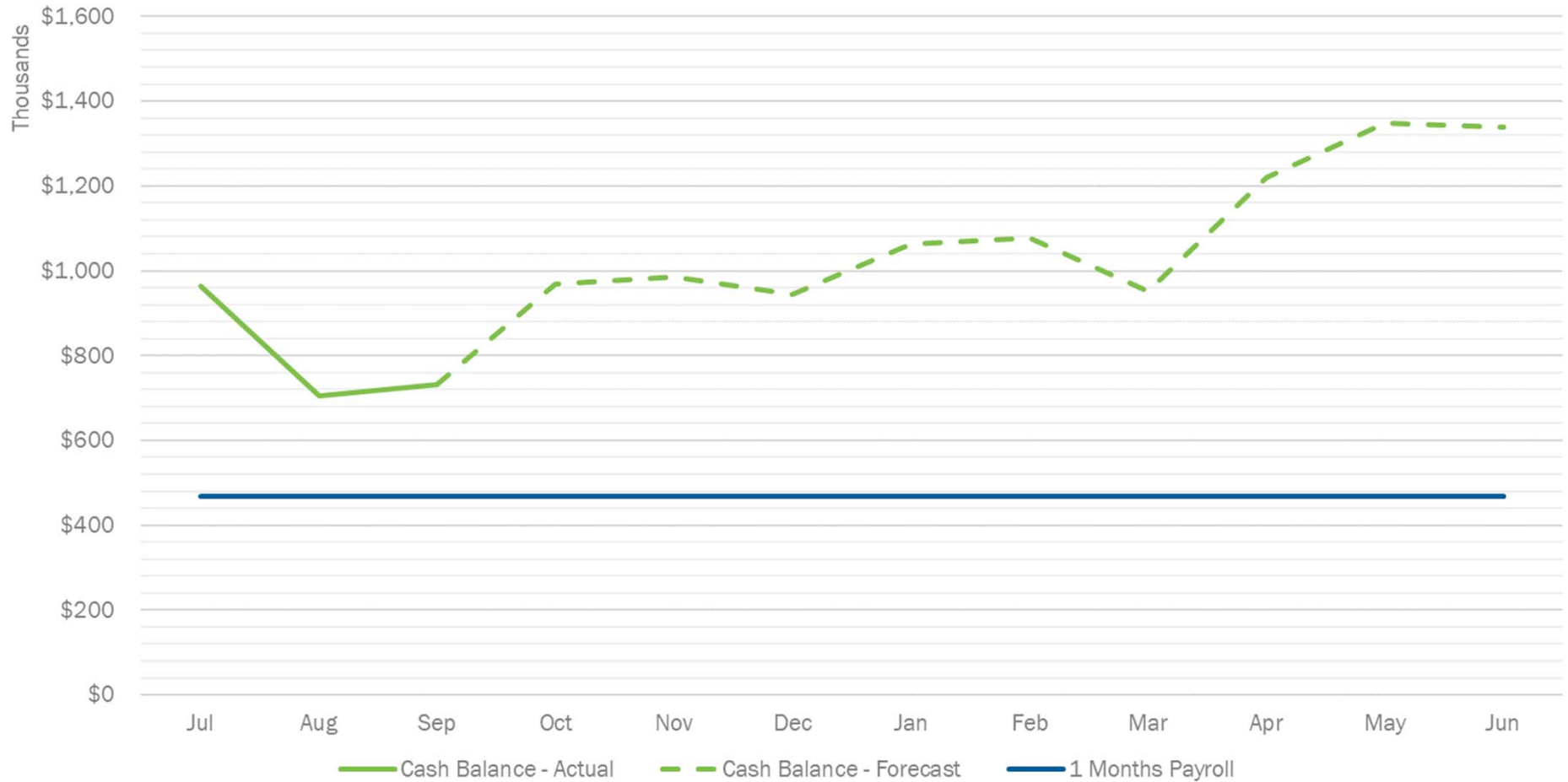


CATEGORY	BOTTOM LINE IMPACT	NOTES
Previous Forecast	283,546	
Federal Revenue	219,956	Addition of ELOG revenue (deferred in FY22)
Local Revenue	30,000	Student activities revenue - off set with expense
LCFF	24,841	Final LCFF rate update
Books & Supplies	(37,300)	Student activities - offset with revenue
Comp & Benefits	(47,667)	Staffing updates through September
Services & Other Ops	(60,756)	Mental health consultant + school culture activities + noninstructional consultants
Other State Revenue	(357,727)	\$300k in hold harmless revenue moved to FY22 + reduction in state SPED reimbursable costs + addition of ELOP revenue
Current Forecast	54,893	

2022-23 Forecasted Cash Balances



EBIA cash balance is anticipated to remain stable for the duration of 2022-23



EBIA MYP Forecast Update



FY23-FY25 Forecast Update

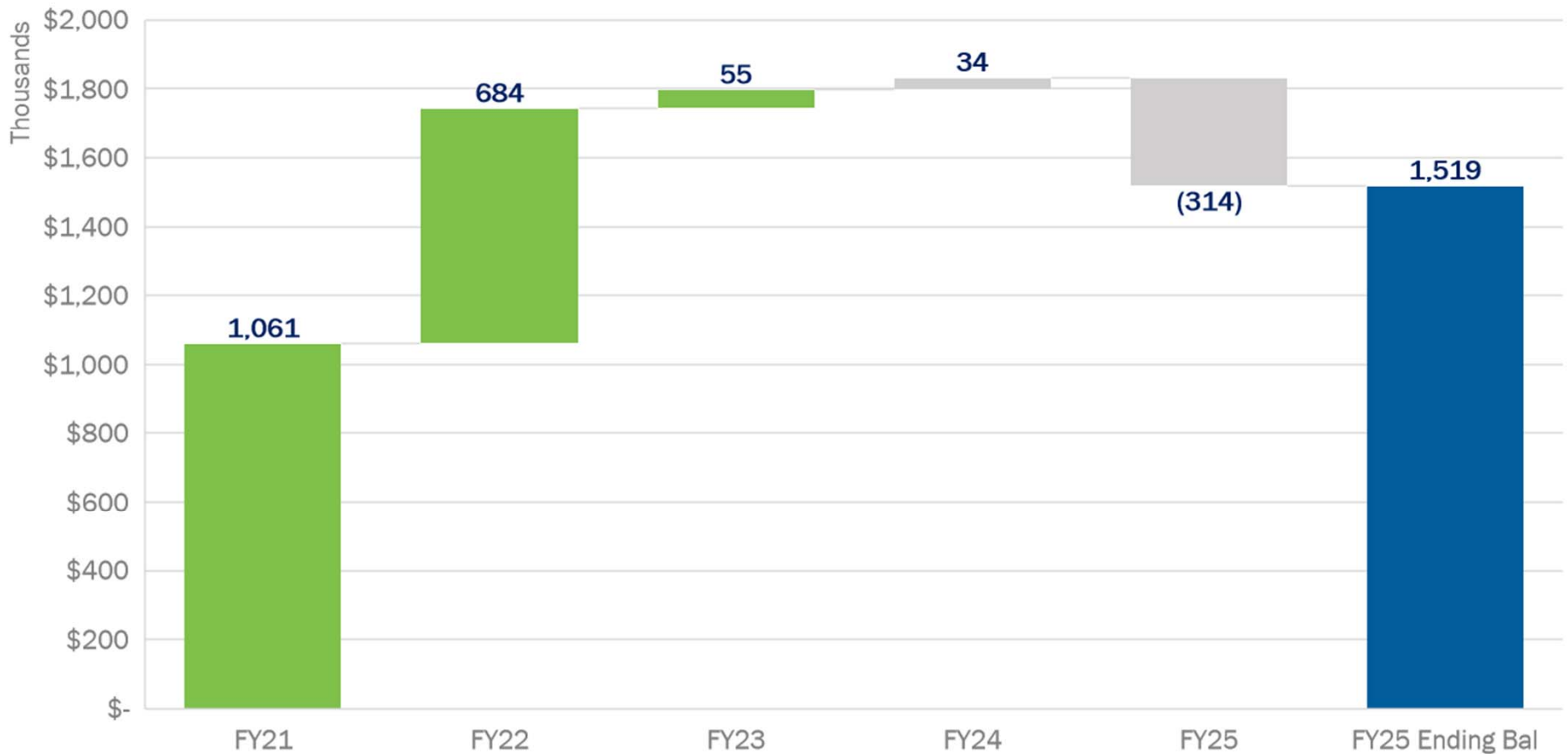


The EBIA budget is largely supported with one-time revenues that will begin to expire in 2024-25

		2022-23	2023-24	2024-25
		Current Forecast	Projected Budget	Projected Budget
Revenue	LCFF Entitlement	5,757,579	6,063,397	6,307,167
	Federal Revenue	486,744	393,401	194,114
	Other State Revenues	1,433,042	1,307,372	1,167,489
	Local Revenues	534,749	535,149	535,558
	Fundraising and Grants	170,000	170,000	170,000
	Total Revenue	8,382,113	8,469,319	8,374,328
Expenses	Compensation and Benefits	5,610,175	6,043,220	6,244,080
	Books and Supplies	472,195	412,297	420,543
	Services and Other Operating	2,244,850	1,980,177	2,023,847
	Total Expenses	8,327,219	8,435,693	8,688,469
	Operating Income	54,893	33,626	(314,141)
	Beginning Balance (Audited)	1,744,950	1,799,843	1,833,469
	Operating Income	54,893	33,626	(314,141)
Ending Fund Balance (incl. Depreciation)		1,799,843	1,833,469	1,519,328
Ending Fund Balance as % of Expenses		21.6%	21.7%	17.5%

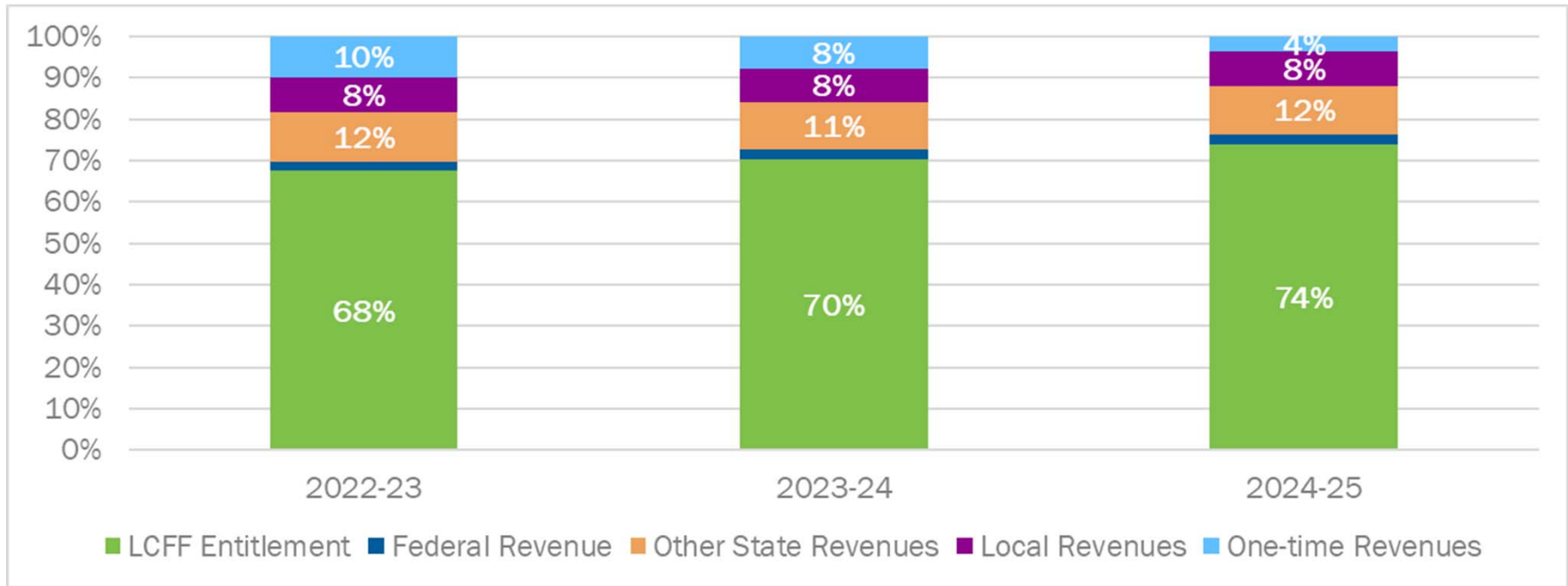
FY23-FY25 Fund Balance Review

Beginning in 2024-25 the school's fund balance is projected to decrease by 4.2% as the one-time revenues begin to exhaust



Funding Source by Year

One-time revenues represent 10% of the EBIA revenue budget in 2022-23 and decline to 4% by 2024-25. By 2025-26 one-time revenues will be fully exhausted.



East Bay Innovation Academy
Balance Sheet
As of Sep FY2023

	Jun FY2022	Sep FY2023
ASSETS		
Cash Balance	1,363,097	731,177
Accounts Receivable	710,914	297,290
Prepays	64,048	-
Due From Others	173,164	145,482
TOTAL ASSETS	2,311,223	1,173,949
LIABILITIES & EQUITY		
Accounts Payable	92,132	71,047
Deferred Revenue	228,170	228,170
Current Loans and Other Payables	245,973	148,073
Long-Term Loans and Other Liabilities	-	-
Beginning Net Assets	1,061,081	1,744,950
Net Income (Loss) to Date	683,867	(1,018,291)
TOTAL LIABILITIES & EQUITY	2,311,223	1,173,949

East Bay Innovation Academy
Income Statement
As of Sep FY2023

	Actual			YTD	Budget							
	Jul	Aug	Sep		Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY												
Revenue												
LCFF Entitlement	-	200,135	509,420	709,555	5,408,861	5,732,738	5,757,579	24,841	348,718	5,048,024	12%	
Federal Revenue	-	-	79,978	79,978	583,738	266,788	486,744	219,956	(96,994)	406,766	16%	
Other State Revenues	20,628	37,138	8,224	65,990	1,569,566	1,790,769	1,433,042	(357,727)	(136,524)	1,367,052	5%	
Local Revenues	50	0	65,502	65,552	504,749	504,749	534,749	30,000	30,000	469,197	12%	
Fundraising and Grants	1,527	11,074	2,900	15,501	170,000	170,000	170,000	-	-	154,499	9%	
Total Revenue	22,205	248,347	666,024	936,576	8,236,912	8,465,043	8,382,113	(82,930)	145,201	7,445,537	11%	
Expenses												
Compensation and Benefits	310,887	490,053	501,236	1,302,176	5,650,904	5,562,508	5,610,175	(47,667)	40,730	4,307,999	23%	
Books and Supplies	33,819	23,991	47,010	104,820	434,895	434,895	472,195	(37,300)	(37,300)	367,375	22%	
Services and Other Operating Expenditures	211,634	135,406	193,629	540,669	2,149,834	2,184,093	2,244,850	(60,756)	(95,015)	1,704,181	24%	
Depreciation	-	-	-	-	-	-	-	-	-	-	-	
Other Outflows	7,050	152	-	7,202	-	-	-	-	-	(7,202)	-	
Total Expenses	563,390	649,602	741,874	1,954,867	8,235,634	8,181,496	8,327,219	(145,723)	(91,586)	6,372,352	23%	
Operating Income	(541,185)	(401,255)	(75,851)	(1,018,291)	1,279	283,546	54,893	(228,653)	53,615	1,073,184		
Fund Balance												
Beginning Balance (Unaudited)					1,744,950	1,744,950	1,744,950					
Operating Income					1,279	283,546	54,893					
Ending Fund Balance					1,746,229	2,028,496	1,799,843					
Fund Balance as a % of Expenses					21%	25%	22%					

East Bay Innovation Academy
Income Statement
As of Sep FY2023

	Actual			YTD	Budget						
	Jul	Aug	Sep	Actual YTD	Approved	Previous	Current	Previous	Approved	Current	% Current
					Budget v1	Forecast	Forecast	Forecast vs. Current Forecast	Budget v1 vs. Current Forecast	Forecast Remaining	Forecast Spent
KEY ASSUMPTIONS											
Enrollment Summary											
4-6					90	90	90	-	-		
7-8					220	220	220	-	-		
9-12					240	240	240	-	-		
Total Enrolled					550	550	550	-	-		
ADA %											
4-6					96.0%	96.0%	96.0%	0.0%	0.0%		
7-8					96.0%	96.0%	96.0%	0.0%	0.0%		
9-12					92.0%	92.0%	92.0%	0.0%	0.0%		
Average ADA %					94.3%	94.3%	94.3%	0.0%	0.0%		
ADA											
4-6					86.40	86.40	86.40	-	-		
7-8					211.20	211.20	211.20	-	-		
9-12					220.80	220.80	220.80	-	-		
Total ADA					518.40	518.40	518.40	-	-		

East Bay Innovation Academy
Income Statement
As of Sep FY2023

		Actual			YTD	Budget						
		Jul	Aug	Sep	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
REVENUE												
LCFF Entitlement												
8011	Charter Schools General Purpose Entitlement - State Aid	-	196,636	196,636	393,272	3,708,410	4,032,288	4,053,629	21,341	345,218	3,660,357	10%
8012	Education Protection Account Entitlement	-	-	25,496	25,496	103,680	103,680	103,680	-	-	78,184	25%
8019	State Aid - Prior Years	-	3,499	-	3,499	-	-	3,500	3,500	3,500	1	100%
8096	Charter Schools in Lieu of Property Taxes	-	-	287,288	287,288	1,596,770	1,596,770	1,596,770	-	-	1,309,482	18%
SUBTOTAL - LCFF Entitlement		-	200,135	509,420	709,555	5,408,861	5,732,738	5,757,579	24,841	348,718	5,048,024	12%
Federal Revenue												
8181	Special Education - Entitlement	-	-	-	-	70,375	70,375	70,375	-	-	70,375	0%
8220	Child Nutrition Programs	-	-	-	-	33,413	33,413	33,413	-	-	33,413	0%
8291	Title I	-	-	-	-	41,000	41,000	67,512	26,512	26,512	67,512	0%
8292	Title II	-	-	-	-	14,000	14,000	13,090	(910)	(910)	13,090	0%
8294	Title IV	-	-	-	-	10,000	10,000	10,000	-	-	10,000	0%
8299	All Other Federal Revenue	-	-	79,978	79,978	414,950	98,000	292,354	194,354	(122,596)	212,376	27%
SUBTOTAL - Federal Revenue		-	-	79,978	79,978	583,738	266,788	486,744	219,956	(96,994)	406,766	16%
Other State Revenue												
8381	Special Education - Entitlement (State)	20,628	20,628	-	41,256	425,088	425,088	425,088	-	-	383,832	10%
8382	Special Education Reimbursement (State)	-	2,550	-	2,550	125,040	125,040	25,920	(99,120)	(99,120)	23,370	10%
8520	Child Nutrition - State	-	-	5,053	5,053	3,341	3,341	6,683	3,341	3,341	1,629	76%
8545	School Facilities Apportionments	-	-	-	-	260,310	234,279	234,279	-	(26,031)	234,279	0%
8550	Mandated Cost Reimbursements	-	-	-	-	16,695	16,695	16,695	-	-	16,695	0%
8560	State Lottery Revenue	-	-	-	-	128,323	128,323	128,323	-	-	128,323	0%
8590	All Other State Revenue	-	6,289	-	6,289	610,768	858,002	558,002	(300,000)	(52,766)	551,713	1%
8593	Other State Revenue 3	-	7,671	3,171	10,842	-	-	38,052	38,052	38,052	27,210	28%
SUBTOTAL - Other State Revenue		20,628	37,138	8,224	65,990	1,569,566	1,790,769	1,433,042	(357,727)	(136,524)	1,367,052	5%
Local Revenue												
8634	Food Service Sales	-	-	-	-	20,048	20,048	20,048	-	-	20,048	0%
8660	Interest	0	0	0	0	1	1	1	-	-	1	14%
8676	After School Program Revenue	-	-	-	-	42,840	42,840	42,840	-	-	42,840	0%
8690	Other Local Revenue	40	-	1,184	1,224	16,500	16,500	16,500	-	-	15,276	7%
8701	Oakland Measure N	-	-	23,439	23,439	375,360	375,360	375,360	-	-	351,921	6%
8703	Oakland Measure G1	-	-	-	-	50,000	50,000	50,000	-	-	50,000	0%
8704	Student Activities	-	-	-	-	-	-	30,000	30,000	30,000	30,000	0%
8999	Uncategorized Revenue	10	-	40,879	40,889	-	-	-	-	-	(40,889)	-
SUBTOTAL - Local Revenue		50	0	65,502	65,552	504,749	504,749	534,749	30,000	30,000	469,197	12%
Fundraising and Grants												
8801	Donations - Parents	1,352	10,899	2,900	15,151	110,000	110,000	110,000	-	-	94,849	14%
8802	Donations - Private	175	175	-	350	25,000	25,000	25,000	-	-	24,650	1%
8803	Fundraising	-	-	-	-	35,000	35,000	35,000	-	-	35,000	0%
SUBTOTAL - Fundraising and Grants		1,527	11,074	2,900	15,501	170,000	170,000	170,000	-	-	154,499	9%
TOTAL REVENUE		22,205	248,347	666,024	936,576	8,236,912	8,465,043	8,382,113	(82,930)	145,201	7,445,537	11%

**East Bay Innovation Academy
Income Statement
As of Sep FY2023**

		Actual			YTD	Budget						
		Jul	Aug	Sep	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
EXPENSES												
Compensation & Benefits												
Certificated Salaries												
1100	Teachers Salaries	50,401	203,678	196,551	450,630	2,277,659	2,178,603	2,171,975	6,628	105,684	1,721,345	21%
1103	Teacher - Substitute Pay	-	-	4,734	4,734	70,000	102,400	110,400	(8,000)	(40,400)	105,666	4%
1148	Teacher - Special Ed	5,473	27,194	25,756	58,423	277,946	260,068	252,983	7,086	24,963	194,560	23%
1160	Counselor	-	16,479	17,324	33,803	174,068	170,760	178,596	(7,836)	(4,528)	144,793	19%
1300	Certificated Supervisor & Administrator Salaries	38,656	48,475	30,292	117,423	245,000	242,500	397,839	(155,339)	(152,839)	280,416	30%
1311	Certificated Principals & Directors	37,368	31,083	31,083	99,535	483,750	485,000	370,000	115,000	113,750	270,465	27%
SUBTOTAL - Certificated Salaries		131,898	326,909	305,740	764,547	3,528,423	3,439,331	3,481,793	(42,461)	46,630	2,717,245	22%
Classified Salaries												
2104	Classified Instructional Aides	17,001	17,775	25,531	60,307	177,600	173,312	237,412	(64,100)	(59,812)	177,105	25%
2300	Classified Supervisor & Administrator Salaries	43,059	31,848	31,363	106,270	256,000	391,100	350,661	40,439	(94,661)	244,391	30%
2400	Classified Clerical & Office Salaries	3,145	8,520	5,665	17,330	82,320	166,000	110,000	56,000	(27,680)	92,670	16%
2402	Classified Operations	12,417	10,417	10,417	33,250	125,000	125,000	125,000	-	-	91,750	27%
2905	Other Classified - After School	-	-	-	-	60,000	-	30,000	(30,000)	30,000	30,000	0%
2908	Other Classified - Campus Supervisors	-	-	-	-	205,000	-	-	-	205,000	-	-
2928	Other Classified - Food	-	1,064	3,024	4,088	-	51,200	51,200	-	(51,200)	47,112	8%
SUBTOTAL - Classified Salaries		75,622	69,624	75,999	221,245	905,920	906,612	904,273	2,339	1,647	683,029	24%
Employee Benefits												
3100	STRS	22,488	57,810	55,736	136,034	673,929	678,247	658,948	19,299	14,981	522,914	21%
3300	OASDI-Medicare-Alternative	7,602	10,654	11,133	29,389	120,465	112,301	121,635	(9,334)	(1,170)	92,246	24%
3400	Health & Welfare Benefits	63,622	23,855	52,109	139,586	348,326	352,447	368,323	(15,876)	(19,997)	228,738	38%
3500	Unemployment Insurance	218	996	314	1,529	17,248	18,110	19,342	(1,232)	(2,094)	17,814	8%
3600	Workers Comp Insurance	9,232	-	-	9,232	44,343	43,459	43,861	(401)	483	34,629	21%
3900	Other Employee Benefits	205	205	205	615	12,250	12,000	12,000	-	250	11,385	5%
SUBTOTAL - Employee Benefits		103,367	93,520	119,497	316,384	1,216,561	1,216,565	1,224,109	(7,544)	(7,548)	907,725	26%
Books & Supplies												
4100	Approved Textbooks & Core Curricula Materials	-	-	-	-	13,750	13,750	13,750	-	-	13,750	0%
4200	Books & Other Reference Materials	-	-	-	-	11,600	11,600	11,600	-	-	11,600	0%
4300	Materials & Supplies	-	(1)	-	(1)	11,220	11,220	11,220	-	-	11,221	0%
4320	Educational Software	-	18,290	35,611	53,901	66,000	66,000	66,000	-	-	12,099	82%
4330	Office Supplies	2,201	501	4,677	7,380	33,000	33,000	33,000	-	-	25,620	22%
4352	Quest - After School	-	-	-	-	20,000	20,000	20,000	-	-	20,000	0%
4353	Student Activities	-	-	659	659	-	-	30,000	(30,000)	(30,000)	29,342	2%
4400	Noncapitalized Equipment	-	-	-	-	5,100	5,100	5,100	-	-	5,100	0%
4410	Classroom Furniture, Equipment & Supplies	-	-	-	-	45,000	45,000	45,000	-	-	45,000	0%
4420	Computers: individual items less than \$5k	21,694	-	-	21,694	138,500	138,500	138,500	-	-	116,806	16%
4423	Staff Computers	9,924	-	-	9,924	8,600	8,600	10,000	(1,400)	(1,400)	76	99%
4430	Non Classroom Related Furniture, Equipment & Supplies	-	288	-	288	10,200	10,200	10,200	-	-	9,912	3%
4710	Student Food Services	-	1,463	6,063	7,526	66,825	66,825	66,825	-	-	59,299	11%
4720	Other Food	-	3,450	-	3,450	5,100	5,100	11,000	(5,900)	(5,900)	7,550	31%
SUBTOTAL - Books and Supplies		33,819	23,991	47,010	104,820	434,895	434,895	472,195	(37,300)	(37,300)	367,375	22%
Services & Other Operating Expenses												
5210	Conference Fees	-	-	-	-	12,000	12,000	12,000	-	-	12,000	0%
5220	Travel and Lodging	-	-	-	-	5,202	5,202	5,202	-	-	5,202	0%
5300	Dues & Memberships	1,704	6,508	1,680	9,892	13,016	13,016	13,016	-	-	3,125	76%
5450	Insurance - Other	19,173	11,272	-	30,445	92,465	92,465	92,465	-	-	62,020	33%
5515	Janitorial, Gardening Services & Supplies	20,132	11,255	-	31,387	140,000	140,000	140,000	-	-	108,613	22%

**East Bay Innovation Academy
Income Statement
As of Sep FY2023**

	Actual			YTD	Budget						
	Jul	Aug	Sep	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs.	Approved Budget v1 vs.	Current Forecast	% Current Forecast Spent
								Current Forecast	Current Forecast	Remaining	
5535 Utilities - All Utilities	2,657	6,233	7,458	16,348	83,232	83,232	83,232	-	-	66,884	20%
5610 Rent	56,180	28,090	28,090	112,360	347,080	347,080	347,080	-	-	234,720	32%
5611 Prop 39 Related Costs	-	-	34,834	34,834	140,000	140,000	140,000	-	-	105,167	25%
5615 Repairs and Maintenance - Building	-	11,675	835	12,510	18,360	30,000	30,000	-	(11,640)	17,490	42%
5616 Repairs and Maintenance - Computers	-	-	-	-	2,000	2,000	2,000	-	-	2,000	0%
5803 Accounting Fees	-	-	-	-	17,820	17,820	17,820	-	-	17,820	0%
5806 Assemblies	-	(500)	2,617	2,117	7,803	7,803	7,803	-	-	5,686	27%
5809 Banking Fees	-	-	-	-	10,200	10,200	10,200	-	-	10,200	0%
5810 Intersession	-	-	-	-	55,000	55,000	55,000	-	-	55,000	0%
5812 Business Services	12,169	12,169	12,169	36,506	144,000	144,000	146,022	(2,022)	(2,022)	109,517	25%
5813 School Culture Activities	-	-	429	429	-	-	10,000	(10,000)	(10,000)	9,571	4%
5814 Mental Health Consultant	-	-	-	-	-	-	20,000	(20,000)	(20,000)	20,000	0%
5815 Consultants - Instructional	28,427	28,988	26,100	83,515	350,000	350,000	350,000	-	-	266,485	24%
5820 Consultants - Non Instructional - Custom 1	-	-	13,000	13,000	10,200	10,200	26,000	(15,800)	(15,800)	13,000	50%
5824 District Oversight Fees	-	-	-	-	54,089	57,327	57,576	(248)	(3,487)	57,576	0%
5836 Fingerprinting	-	168	744	912	3,825	4,005	4,055	(50)	(230)	3,143	22%
5839 Fundraising Expenses	332	20	-	352	10,606	10,606	10,606	-	-	10,254	3%
5845 Legal Fees	-	8,823	8,054	16,877	52,800	72,000	72,000	-	(19,200)	55,123	23%
5851 Marketing and Student Recruiting	950	-	3,473	4,423	10,000	10,000	10,000	-	-	5,577	44%
5857 Payroll Fees	518	465	430	1,413	5,300	5,300	5,300	-	-	3,887	27%
5860 Printing and Reproduction	-	-	-	-	520	520	520	-	-	520	0%
5861 Prior Yr Exp (not accrued)	475	-	3,667	4,142	-	-	5,000	(5,000)	(5,000)	858	83%
5863 Professional Development	1,175	3,142	2,250	6,567	48,660	48,660	48,660	-	-	42,093	13%
5866 SPED MH Day/NPS Services	-	1,362	4,536	5,898	200,000	200,000	200,000	-	-	194,102	3%
5869 Special Education Contract Instructors	-	396	16,358	16,754	99,645	99,645	99,645	-	-	82,891	17%
5872 Special Education Encroachment	-	-	-	-	13,951	13,951	13,951	-	-	13,951	0%
5874 Sports	-	3,800	2,208	6,008	10,200	10,200	10,200	-	-	4,192	59%
5875 Staff Recruiting	-	-	6,000	6,000	5,000	5,000	6,000	(1,000)	(1,000)	-	100%
5878 Student Assessment	7,625	-	-	7,625	30,000	30,000	30,000	-	-	22,375	25%
5880 Student Health Services	-	-	-	-	467	467	467	-	-	467	0%
5881 Student Information System	27,102	-	-	27,102	30,000	30,000	30,000	-	-	2,898	90%
5884 Substitutes	-	223	1,402	1,625	30,000	30,000	30,000	-	-	28,375	5%
5887 Technology Services	30,265	-	9,720	39,985	66,300	66,300	66,300	-	-	26,315	60%
5900 Communications	2,057	689	7,125	9,871	22,032	22,032	28,668	(6,636)	(6,636)	18,797	34%
5915 Postage and Delivery	693	630	449	1,772	8,062	8,062	8,062	-	-	6,290	22%
SUBTOTAL - Services & Other Operating Exp.	211,634	135,406	193,629	540,669	2,149,834	2,184,093	2,244,850	(60,756)	(95,015)	1,704,181	24%
Capital Outlay & Depreciation											
SUBTOTAL - Capital Outlay & Depreciation	-	-	-	-	-	-	-	-	-	-	
Other Outflows											
7999 Uncategorized Expense	7,050	152	-	7,202	-	-	-	-	-	(7,202)	
SUBTOTAL - Other Outflows	7,050	152	-	7,202	-	-	-	-	-	(7,202)	
TOTAL EXPENSES	563,390	649,602	741,874	1,954,867	8,235,634	8,181,496	8,327,219	(145,723)	(91,586)	6,372,352	23%

Coversheet

EBIA Facilities Updates

Section: V. EBIA Facilities Update
Item: A. EBIA Facilities Updates
Purpose: Vote
Submitted by:
Related Material:
EBIA 2023-24_Prop_39_Appendix - Sheet1.pdf
2023-24_prop_39_facilities_request_form_and_instructions.docx.pdf

Appendix I: Enrollment, Attendance Rates, and ADA Projections

Instructions: Fill out the tables below for all grade levels served at the school. "Oakland-Resident, Classroom-Based" columns should only include information for students who reside in Oakland, excluding any students in non-classroom based programs (e.g. independent study). ADA Projections in Table 3 should be the result of multiplying corresponding projected enrollment in Table 1 by corresponding projected attendance rates in Table 2.

Table 1: Enrollment

Grade Level	Oakland-Resident, Classroom-Based Enrollment			Total Enrollment		
	2021-22 of CBEDS Census D	2022-23 of CBEDS Census D	2023-24 (projected)	2021-22 of CBEDS Census D	2022-23 of CBEDS Census D	2023-24 (projected)
TK						
K						
1						
2						
3						
4						
5						
6						
7						
8						
9	60	69	70	68	79	80
10	38	56	69	46	63	80
11	57	31	56	70	37	65
12	55	56	31	61	67	40
TOTAL	210	212	226	245	246	265

Table 2: Attendance Rate

Grade Level	2021-22 Attendance Rate	2022-23 Attendance Rate	Projected 2023- 24 Attendance Rate
TK			

K			
1			
2			
3			
4			
5			
6			
7			
8			
9	95.00%	94.00%	94.50%
10	92.00%	95.00%	93.50%
11	90.00%	90.00%	90%
12	93.00%	90.00%	91.50%

Table 3: Average Daily Attendance (ADA) Projection

Grade Level	Projected 2023-24 ADA	
	Oakland Resident, Classroom Based (projected resident classroom-based enrollment x projected attendance rate)	All Students Total (projected total enrollment x projected attendance rate)
TK		
K		
1		
2		
3		
4		
5		
6		

7						
8						
9	66.15	75.6				
10	63.48	74.8				
11	51.3	58.5				
12	28.365	36.6				
TOTAL	209.295	245.5				

Oakland Unified School District

Office of Charter Schools



**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Proposition 39 Facilities Request Form & Instructions 2023-24 School Year

Key Deadlines

November 1, 2022	Charter School submits Prop 39 Facilities Request Form to OUSD Office of Charter Schools
December 1, 2022	District submits objections to Charter School’s ADA projections (“Projection Objection Letter”), if applicable
January 2, 2023	Charter School responds to District’s Projection Objection Letter, if applicable
February 1, 2023	District makes preliminary facilities offer to Charter School
March 1, 2023	Charter School responds to preliminary facilities offer
April 1, 2023	District makes final facilities offer to Charter School
May 1, 2023	Charter School notifies District to accept or decline the final facilities offer

Office of Charter Schools
1000 Broadway, Suite 440
Oakland, CA 94607
Phone: (510) 879-1677
www.ousdcharters.net



OFFICE OF CHARTER SCHOOLS

PROP 39 FACILITIES REQUEST FORM INSTRUCTIONS

Education Code §47614 (Proposition 39)

Complete the Prop 39 Facilities Request Form (next page) by responding to questions 1-4 and providing the appropriate documentation, as determined by school type, indicated below. Submit all applicable documents to charteroffice@ousd.org no later than end of day on **Tuesday, November 1, 2022**. Emailed verification will be provided upon submission of a complete application. Please **do not** submit documents in person.

	Additional Documents Required			
	ADA projections spreadsheet (Appendix I)	Student application documentation (Appendix II)	Meaningfully interested student signature forms (Appendix III)	Meaningfully interested students spreadsheet (Appendix IV)
EXISTING SCHOOL				
(a) Existing charter school				
(b) Projected enrollment of any one or more of the following grade level(s) – TK, kindergarten, 6 th grade, and/or 9 th grade – does not increase by more than 15% between the 2022-23 and 2023-24 school years	Required	<i>Do not submit</i>	<i>Do not submit</i>	<i>Do not submit</i>
EXPANDING SCHOOL				
(a) Existing charter school				
(b) Projected enrollment of either TK, kindergarten, 6 th grade, and/or 9 th grade does increase by more than 15%* between the 2022-23 and 2023-24 school years	Required	Required	<i>Do not submit</i>	<i>Do not submit</i>
NEW SCHOOL				
(a) Charter school opening in 2023-24	Required	<i>Do not submit</i>	Required	Required

*Student application documentation is not required if a projected enrollment increase equal to or greater than 15% results in an increase of 5 or fewer students per grade.

Notes on required documentation:

- Prop 39 facilities are allocated based on in-district (Oakland resident) average daily classroom attendance (ADA).
- "Expanding Schools" are required to submit documentation demonstrating "meaningfully interested students" for Appendix II. This requirement must be fulfilled by providing student application documentation from the 2021-22 and 2022-23 school years. Further instructions are included in Appendix II.



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- Charter schools experiencing enrollment growth due to the addition of previously authorized grade levels are considered "Existing Schools." As such, these schools should **not** submit student application documentation or meaningfully interested student forms.
- Include only information requested. OCS may request additional documentation as necessary.



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2023-24 PROP 39 FACILITIES REQUEST FORM

Education Code §47614 (Proposition 39)

- The Facilities Request Form and all accompanying documentation must be submitted to charteroffice@ousd.org by **end of day on Tuesday, November 1, 2022**.
- A facilities request will only be accepted if submitted on this form with all required attachments (please see Prop 39 Facilities Request Form Instructions on prior page for details on required attachments).

Charter School Name: East Bay Innovation Academy

Primary Contact Person Name: Charles Noel Phone: 510-577-9577

Email: Charlie.noel@eastbayia.org

Mailing Address: 3400 Malcolm Ave, Oakland CA, 94605

1. Provide a description of the methodology used to create the average daily classroom attendance (ADA) projections included in Appendix I.

Table 1 contains actual and projected enrollments for EBIA, by grade and year. 21-22 and 22-23 are as of CBEDS census day, the first Wednesday of October. To arrive at the 23-24 projected enrollment we rolled over the current enrollment and rounded to the nearest 5 in order to account for any mid-year enrollments. The 9th grade class for SY22-23 is nearly 10 students larger than we anticipated. We believe this will continue in the coming year and have therefore included a projection of an additional 10 students for SY23-24’s freshman class, which is in keeping with this year’s enrollment.

The Oakland resident 2023-2024 enrollment projection is based on total enrollment projection, adjusted by the percentage of EBIA’s current students, at each grade level, who are Oakland residents in 2022-2023

Table 2 contains attendance rates by grade and by year. 2021-22 attendance rate represents average attendance and participation rate during the school year, and 2022-23 attendance rates are average in-person attendance from the beginning of the school year through census day. For 2023-24 year projections, we averaged across the two preceding years to be conservative.

Table 3 contains 2023-2024 ADA projections and in-District classroom ADA projections for EBIA. ADA projections rely on enrollment and attendance projections estimated in Tables 1 and 2.

As EBIA is not projecting a substantial increase (15 or more percent) in ADA for 2023-2024, no additional supporting documentation other than the spreadsheet is being provided.



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2. Please indicate all (sites, including non-OUSD sites) on which the Charter School is currently located, if any.

EBIA’s current grades 6-8 are served at OUSD’s Thurgood Marshall campus (3400 Malcolm Ave, Oakland, CA 94605). We have a multi-year in-lieu agreement in effect with OUSD. Grades 9-12 are currently served at Golden Gate Academy (3800 Mountain Blvd, Oakland, CA 94619). Grades 9-12 have been served at this site for the last 5 years.

3. Provide a description of the general geographic area or the district school site in which the charter school wishes to locate. (Please note that while the District will make a reasonable effort to offer space in the general geographic area requested, Proposition 39 does not require the district to grant the charter school’s geographic or site-specific requests.)

EBIA’s student body comes from all over Oakland. Roughly 60% of our students come from East Oakland in the 94601, 94603, 94605, 94606, 94619, and 94621 ZIP codes. While EBIA values its location and the East Oakland community we currently call home, recent developments and our long-term strategy for the school necessitates a potentially different near-term solution if available. EBIA’s Prop. 39 preference for 2023-2024 would be an OUSD campus nearby the Marshall campus.

4. Please note if the charter school has any unique facilities-related requests based on the school’s educational programming.

Title 5 CCR Section 11969.9(c)(1)(F) requires the facilities request to provide information regarding the charter school’s educational program that is relevant to the assignment of facilities. As noted in the EBIA charter, key components of the educational program include a STEAM focus, an emphasis on project based learning, blended learning, and design and innovation. Students will engage in the performing arts, “maker-time”, heavy duty lab-based science classes, intersessions, and other enrichment programs. In order to provide this aspect of our educational program, the facility allocated to EBIA should ideally have the characteristics noted in the table directly below, which was included in our charter petition. Lastly, please note that this list is not exhaustive, and if the District’s comparison schools include other facilities not noted here, the District must also allocate a reasonably equivalent amount of this space to the Charter School.

Facility Component	Requirement Description
Technology Infrastructure	Technology will be ubiquitous at EBIA and is core to its model. An EBIA facility should support a state of the art wireless computer network and its associated infrastructure (e.g. servers, routers, printers, electrical outlets, ample wired/wireless network access, etc.) and media hardware (overhead projection, screens, electronic whiteboards, etc.). Network bandwidth should be able to support all authorized users without restriction.
Great Room	Our students will present their work to the EBIA community on a regular basis. A “WOW” space commons area for formal and informal gatherings and presentation of student work that serves as the intellectual hub of the school. A flexible space with high ceilings that can be deployed for school-wide morning meetings, exhibitions, events, and performances. Full audio/visual capabilities and stage lighting adapted to use for theatrical performances, and an overhead curtain that can subdivide that space in a variety of ways, are important features.
Teaching Neighborhoods (Clustered Seminar Rooms with Adjoining Common	The creation of teaching neighborhoods promotes ownership and personalization by breaking down the school into smaller subsets:



OFFICE OF CHARTER SCHOOLS

Area and teaching team office)	<ul style="list-style-type: none"> • Seminar rooms ideally have acoustically rated, movable walls that support a variety of room configurations and activities. This facilitates team teaching, project-based learning, and flexible instructional models. Students make use of the flexibility that the seminar rooms afford them, working individually and in groups large and small. Teachers work in teams to design integrated projects that cut across subject area boundaries. • Teaching neighborhoods would ideally cluster seminar rooms in groups of four, with a shared “open studio” common space area for group work, exhibits, and meetings for each cluster. • Teams of math/science and humanities teachers share offices that adjoin seminar rooms in the teaching neighborhoods they work in.
Project Studios	<p>The facility should have spaces that would be used as project studios for student group work, gatherings, and presentations. These spaces would be used as combination exhibition spaces, project building studios, study areas, and computer labs.</p>
Laboratories	<p>The ability to house laboratories supporting flexible general science and robotics project labs where students can build what they have designed on computers. These labs would ideally be connected to outdoor space with additional storage for building and storing large scale projects. Furthermore, art and information technology multi-media laboratory space is needed.</p>
Indoor/Outdoor Connection	<p>Space that integrates indoor and outdoor space – to drive learning, creativity, and to support project-based learning. Ideally EBIA would have indoor and outdoor eating spaces and an outdoor amphitheater to extend the learning environment and take advantage of Oakland’s great climate.</p>
Venues for Display	<p>Circulation throughout the facility takes place in galleries/exhibition areas used to display and exhibit student work. Students will curate exhibits across the school in these highly trafficked areas.</p>
Education Specialist Offices	<p>Office(s) needed for 1:1 assessment, counseling and instruction of special needs students.</p>
Offices/Reception	<p>Facility should have offices available for school administrative staff, and a reception area to greet guests and to ensure school security and physical access procedures are strictly enforced.</p>
Food Service Area	<p>Kitchen and food distribution facilities set-up to prepare, distribute, and consume breakfast and lunch to students. End-state ideal would be a central point for food preparation, and distributed café style delivery at a few various locations at the school.</p>
Fitness Facility	<p>To facilitate and host student sports activities.</p>