



# East Bay Innovation Academy

## Board Meeting

### Date and Time

Wednesday October 18, 2023 at 8:00 PM PDT

### Location

EBIA's regular board meetings are held in person at EBIA, 3400 Malcolm Avenue, Oakland, CA at 8 PM.

### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>8:00 PM</b>
Opening Items			
<b>A.</b> Record Attendance and Guests		Rochelle Benning	1 m
<b>B.</b> Call the Meeting to Order		Rochelle Benning	1 m
<b>C.</b> Review and Approve Minutes from 9/20/2023 REGULAR Board Meeting	Approve Minutes	Rochelle Benning	1 m
<b>D.</b> 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			
<b>II. Board Governance &amp; Consent Agenda</b>			<b>8:18 PM</b>

	Purpose	Presenter	Time
<b>A.</b> Review and Approve East Bay Innovation Academy Consent Agenda Items	Vote	Rochelle Benning	5 m

Consent Agenda Items:

- September 2023 Check and Credit Card Registers
- New Tech Network (NTN) College Access Collaborative MOU
- New Tech Network College Access Collaborative Data Sharing Agreement
- California Partnership for Achieving Student Success (CalPASS) MOU
- Oakland Promise MOU
- Resolution to update EBIA bank account

**III. Approve Spending Plans 8:23 PM**

The Executive Director will present spending plans for the Educator Effectiveness Grant and the Arts, Music, and Instruction Grant for board review and approval.

<b>A.</b> Arts, Music, Instructional Materials Grant	Vote	Miranda Thorman	5 m
<b>B.</b> Educator Effectiveness Grant	Vote	Miranda Thorman	5 m

**IV. Academic Excellence 8:33 PM**

Academic Excellence

<b>A.</b> EBIA Executive Director's Report	Discuss	Miranda Thorman	15 m
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Executive Director will share information about enrollment and marketing plans for the 24-25 school year.

**V. Finance and Development 8:48 PM**

Finance

<b>A.</b> East Bay Innovation Academy - Finance Update	Discuss	Miranda Thorman	2 m
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EdTec will join the EBIA Board at the September, November, February, April, May and June during the 2023 - 2024 school year board meetings. Alternate month updates will be high level as needed provided by the Executive Director and/or Senior Director of Operations.

	Purpose	Presenter	Time
October 2023 Update - as noted above EdTec will be present at the November meeting to provide a year to date financial update.			
<b>VI. Facility Updates</b>			<b>8:50 PM</b>
<b>A. Facilities Updates</b>	Vote	Miranda Thorman	5 m
- Approve Prop 39 application			
<b>VII. School Governance and Other Matters</b>			<b>8:55 PM</b>
<b>A. Confirm Board Meeting Dates through 2023 - 2024 School Year (and early 2024 - 2025)</b>	Discuss	Rochelle Benning	1 m
Current board meetings through the end of the school year are scheduled as follows - do we need to make any adjustments that we can incorporate into our schedule now?			
8:00 PM Wednesday, 11/15/2023			
December 2023 Winter Break			
8:00 PM Wednesday, 1/17/2024			
8:00 PM Wednesday, 2/21/2024			
8:00 PM Wednesday, 3/20/2024			
8:00 PM Wednesday, 4/17/2024			
8:00 PM Wednesday, 5/15/2024			
8:00 PM Wednesday, 6/12/2024 - End of 2023/2024 School/Fiscal Year			
July 2024 Summer Break			
8:00 PM Wednesday, 8/21/2024			
<b>B. Closing Session - Public Comment (Any Agenda or Non-Agenda Items)</b>	FYI	Rochelle Benning	10 m
Public comment is limited to a maximum of 3 minutes of comment time per speaker			
<b>VIII. Closing Items</b>			<b>9:06 PM</b>
<b>A. Adjourn Meeting</b>	Vote	Rochelle Benning	1 m

# Coversheet

## Review and Approve Minutes from 9/20/2023 REGULAR Board Meeting

**Section:** I. Opening Items  
**Item:** C. Review and Approve Minutes from 9/20/2023 REGULAR Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on September 20, 2023

APPROVED



## East Bay Innovation Academy

### Minutes

#### Board Meeting

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#### Date and Time

Wednesday September 20, 2023 at 8:00 PM

#### Location

EBIA's regular board meetings are held in person at EBIA, 3400 Malcolm Avenue, Oakland, CA at 8 PM.

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#### Directors Present

Brett van Zuiden, Kelly Garcia, Michael De Sousa, Rochelle Benning

#### Directors Absent

Brad Edgar, Devin Krugman

#### Guests Present

Kayla Jackson, Mike Pocrnich, Miranda Thorman

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#### I. Opening Items

##### A. Record Attendance and Guests

##### B. Call the Meeting to Order

Kelly Garcia called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Sep 20, 2023 at 8:07 PM.

##### C.

### **Review and Approve Minutes from 8/21/2023 REGULAR Board Meeting**

Rochelle Benning made a motion to approve the minutes from Board Meeting on 08-21-23.

Michael De Sousa seconded the motion.

Brett was in attendance and Shelly will correct the minutes.

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

### **D. Opening Session - Public Comment (Any Agenda or Non-Agenda Items)**

No members of the public wishing to speak.

## **II. Board Governance & Consent Agenda**

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

Shelly discussed the consent agenda. For specifics see board packet. It should be noted that the unaudited actuals reflect an incorrect total and the financial update materials show the accurate total.

Kelly Garcia made a motion to approve the EBIA consent agenda.

Brett van Zuiden seconded the motion.

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

## **III. Finance and Development**

### **A. East Bay Innovation Academy - Finance Update**

Mike from Ed Tech presented a finance update. For specifics please see board packet.

## **IV. Academic Excellence**

### **A. EBIA Executive Director's Report**

Kayla, Director of College and Career Readiness, presented an Executive Director's report. For specifics see boardreport.

## **V. Facility Updates**

### **A. Facilities Updates**

Shelly shared a facilities update.

## **VI. School Governance and Other Matters**

### **A. Confirm Board Meeting Dates through 2022 -2023 School Year (and early 2023 - 2024)**

Shelly discussed upcoming board meeting dates. For specifics please see board packet.

### **B.**

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

No members of the public are present.

**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 9:45 PM.

Respectfully Submitted,  
Kelly Garcia

# Coversheet

## Review and Approve East Bay Innovation Academy Consent Agenda Items

**Section:** II. Board Governance & Consent Agenda  
**Item:** A. Review and Approve East Bay Innovation Academy Consent Agenda  
Items  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EBIA Check Register - September (1).xlsx  
Fully Executed\_East Bay NTN Collaborative MOU.pdf  
Fully Executed East Bay NTN Collaborative DSA.pdf  
Cal-PASS Plus MOU 2020 (web) - signed.pdf  
EBIA \_ Oakland Promise MS Program Agreement\_ 2023-2024.pdf  
Agenda Copy Resolution for Direct-Funded Charter ACH Deposits.pdf



## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

EBIA Check Register - September (1).xlsx



New Tech Network

**MEMORANDUM OF UNDERSTANDING FOR  
New Tech Network College Access Collaborative Participation**

This MEMORANDUM OF UNDERSTANDING (the "MOU") is effective as of October 1, 2023 between **NEW TECH NETWORK, INC.**, a California non-profit corporation ("New Tech Network") ("NTN") as partners for the Bill and Melinda Gates Foundation (BMGF) College Access Grant, and East Bay Innovation Academy ("District") agrees to the terms and conditions below between the parties with support provided by New Tech Network and participation expectations of the school partners within the District participating in the NTN College Access Collaborative ("Collaborative"). A Collaborative shall be defined as a systematic approach to improving student outcomes in which school teams test and measure promising practice and share their experiences in an effort to accelerate learning and widespread implementation.

**RECITALS**

**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. College Access Collaborative Coaching**

- (a) Subject to the terms of this MOU, New Tech Network agrees to provide the District and school partners support as set forth in Exhibit A hereto. District understands and agrees that a mutually agreed definitive agreement directly with New Tech Network is required to join the NTN College Access Collaborative and that entering into this MOU does not give District any rights to use any New Tech Network branding. New Tech Network owns and retains all right, title and interest 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 this MOU (the "NTN Materials"). District may only use the NTN Materials for the purpose of receiving the support under the NTN College Access Collaborative.
- (b) New Tech Network will provide co-design and coaching support ("Coaching") to the District to support Collaborative participation. New Tech Network agrees to support as described in Exhibit A.
- (c) This MOU begins with the effective date and terminates June 30, 2025, the end of the Collaborative period.
- (d) Either party may terminate this MOU for cause resulting from breach of the other party upon providing thirty (30) days advance written notice and an opportunity to resolve the issue with the other party. NTN reserves the right to terminate the agreement if funding from the Bill and Melinda Gates Foundation discontinues.
- (e) *Indemnification.* New Tech Network will defend, indemnify and hold harmless the District against any and all third party liability (including damages, recoveries, deficiencies, penalties and legal fees) in each case solely to the extent such costs and damages are payable to unaffiliated third parties, arising from or in connection with New Tech Network's infringement of a U.S. intellectual property right, or New Tech Network's

gross negligence or willful misconduct in connection with the Coaching. New Tech Network's obligation to indemnify the District from and against any losses arising from a Claim (defined below) will not apply to the extent that the Claim arises from (a) District's use of the Coaching in a manner that is not permitted under this Agreement, (b) modifications to the Coaching made by anyone other than New Tech Network; (c) the combination of the Coaching with hardware or software not made by New Tech Network, or with third-party services, processes or materials where the infringement or misappropriation would not occur but for such combination; (d) District's continued use of the Coaching or other allegedly infringing activity after receiving notice of the alleged infringement; and/or (e) any version of the Coaching that is no longer supported by New Tech Network. New Tech Network's indemnification obligations hereunder are conditioned upon the District providing New Tech Network with (i) prompt notice of the potentially indemnifiable claim ("Claim"), (ii) sole control over the defense and settlement of such Claim, and (iii) at District's expense, reasonable cooperation in the defense and settlement of such Claim.

(f) *Limitation of Liability.* In no event will New Tech Network's liability to the District arising out of or related to this MOU or the License or the Coaching provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed New Tech Network insurance limit for such liability.

(g) *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 MOU or the Coaching 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.

## **2. Work Product; Ownership of Intellectual Property.**

(h) New Tech Network owns and retains all right, title, and interest 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 and made accessible to District in connection with this collaborative participation.

(i) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the materials except as explicitly permitted under this MOU, 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).

**IN WITNESS WHEREOF**, the parties have caused this MOU 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.

**NEW TECH NETWORK**

**EAST BAY INNOVATION ACADEMY**

By: Eileen Grady

By: Miranda Thorman

Printed: Eileen Grady

Printed: Miranda Thorman

Title: Chief Financial Officer

Title: Executive Director

Date: 10-13-23

Date: 10.4.23

**Email the signed copy to:**

Jenny Bernicky

[jbernicky@newtechnetwork.org](mailto:jbernicky@newtechnetwork.org)

## Exhibit A

### A. BACKGROUND ON THE COLLABORATIVE

In collaboration with the Bill and Melinda Gates Foundation, New Tech Network is launching a 24-month, improvement-focused Collaborative with the express intent of increasing postsecondary enrollment, persistence, and attainment rates for students of color and students who are economically disadvantaged.

Our four-tiered approach is designed to ensure that students, staff, and districts have the following wrap-around support to succeed:

- Continuous Improvement Work: Schools will receive a driver diagram logic model crafted by NTN focused on key indicators and measures for post-secondary enrollments. The driver diagram will assist schools in organizing cross-school learning around common problems of practice.
- Virtual Cross-School Collaboration and Learning: Collaboration will be crucial to successfully fulfilling the goals of this collaborative. Schools will participate in virtual cross-network collaboration to efficiently and effectively scale learning and deepen the impact of the work.
- Capacity Building: This work is intended to aid schools in moving from a single source of support to a more comprehensive, school-wide approach for post-secondary planning. The shift will be achieved through shifting adult mindsets, deepening staff knowledge of postsecondary options, and revising or creating new structures and processes for advising, engagements with parents/families and removing barriers to postsecondary enrollment.
- Data Tracking and Sharing: Quality, consistent, and available disaggregated data will be key to supporting the work. NTN will support schools in the collection and analysis of data.

**B. RESPONSIBILITIES OF PARTIES:**

The parties acknowledge that it is vital to the success of the partnership that New Tech Network delivers and the school and district take part in all of the activities required during the duration of the Collaborative.

**School and district agrees to do the following:**

- Ensure availability of identified improvement team for monthly virtual coaching facilitated by a NTN College Access Coach
- Ensure availability of improvement team to attend and engage in virtual convenings
  - Winter 2024, Spring 2024, Fall 2024, Winter 2025, and Spring 2025
  - *Team participation should be consistent to ensure continuity of the work*
- Identify a team lead for each improvement team. The team lead will be the primary contact and oversee execution of the improvement effort
- Identify a district and/or school leader sponsor to participate in planning sessions with NTN to monitor progress and address system challenges
- Hold at least bi-monthly improvement team meetings to ensure progress towards aims and primary measures
- Regularly (at least monthly) track and share college access outcome data and learning
- District agrees to secure National Student Clearinghouse (NSC) data (cost covered by NTN; unless NTN is already covering the cost of NSC data for a school or district)
- Participate in collaborative evaluation activities, including completing surveys conducted by NTN
- Respond to correspondence from NTN within 3 business days

**New Tech Network (NTN) agrees to do the following:**

- Provide a driver diagram, measurement system, change package, templates, and other resources
- Design and facilitate virtual convenings for school-based improvement team
- Provide ongoing support through virtual coaching at least monthly
- Support school-based improvement teams in developing systems to gather college access data at key points in the year and use this data to guide learning
- Reimburse the cost of yearly National Student Clearinghouse (NSC) data (unless NTN is already covering the cost of NSC data for a school or district)

DSA between ISD and New Tech Network, Inc. re. Confidential Data Sharing

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**DATA SHARING AGREEMENT  
BETWEEN  
EAST BAY INNOVATION ACADEMY  
AND  
NEW TECH NETWORK, INC.**

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between the East Bay Innovation Academy (“ISD”) and New Tech Network, Inc, a California Corporation (“NTN”) (each a “Party” and collectively the “Parties”) in connection with the Memorandum of Understanding (MOU) for College Access Network for School Improvement (NSI) Participation by and between ISD and NTN, dated October 1, 2023 (the “MOU”) who, as parties to the DSA, elect to accept these terms:

**PREAMBLE**

The mission of NTN is to provide a school education program intended to prepare students to excel in an information-based, technologically advanced society. To that end, certain data is being requested as part of the DSA to fulfill the organization’s mission. Therefore, ISD agrees that it will permit NTN to access individual student-level data, including but not limited to records that contain information directly related to an identifiable student and are maintained by ISD, as well as teacher data and row level information (the “Educational Records”) as further described below. Such disclosures of Educational Records will be made to enable NTN to conduct a study for or on behalf of ISD for the purpose of improving instruction (“Study”).

The scope of the Study addressed in this DSA is limited to the use of Educational Records solely for the purpose of calculating and analyzing student and school level information to assist in evaluating the ongoing effectiveness of the NTN services, supports, and NSI interventions supporting college access for students, creating statistics and reports to support grant applications and other financial support in furtherance of ISD’s educational interests, providing formative feedback to NTN, and for use in calculating network level results included in education publications.

NTN will use personally identifiable information (“PII”) from Educational Records provided pursuant to this DSA solely to conduct the Study for the purpose of improving instruction and within the scope described above.

THEREFORE, in consideration of the terms and conditions hereof, the parties agree to the following terms of this DSA:

1. **Data Sharing**

The Educational Records shall be provided by ISD to NTN without limitation. NTN agrees that, as between the parties, the Educational Records transferred from ISD to NTN is and shall remain the sole and exclusive property of the ISD. The format of the Educational Records will vary depending on integration method and requirements. ISD represents and warrants that it has all necessary rights to share Educational Records as set forth herein for the purposes and use set forth in this DSA. ISD will not provide to NTN or to NTN’s data partners individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data



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DSA between ISD and New Tech Network, Inc. re. Confidential Data Sharing

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that deals with confidentiality provisions of the Patient Safety Rule, or social security numbers.

To the extent available to ISD, and in accordance with the Scope of the Study, as above stated, ISD will provide NTN with the types of Educational Records necessary to carry out the stated Study. The specific student data to be disclosed by ISD to NTN will include Educational Records, data points, and data obtained through ISD's use of the district's college readiness software that is organized in rows, with each student listed in a row with the relevant variables in the columns, such as [student demographic data, FAFSA status, College Entrance (CE) exam participation, and college application details] ("Row-Level Data").

In consideration of the analytics and information provided to ISD by NTN in connection with this DSA, ISD hereby grants NTN a non-exclusive, royalty-free, fully paid-up, worldwide license to access, process and analyze the ISD Educational Records.

The anticipated duration of the analytical Study addressed in this DSA shall be July 31, 2024.

## 2. Confidentiality

NTN will maintain the confidentiality of any and all Educational Records obtained from ISD as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA.

NTN agrees to conduct the Study in a manner that does not permit personal identification of parents and students, as those terms are defined by the Family Educational Rights and Privacy Act of 1974 and its implementing regulations (20 U.S.C. §1232g; 34 C.F.R. Part 99; "FERPA") by any individuals other than representatives of NTN that have legitimate interests in the information.

To ensure the continued confidentiality and security of the Educational Records, student and staff data processed, stored, or transmitted under this DSA at all stages of conducting the Study, NTN shall establish a system of safeguards that will, at a minimum, include the following:

- a. NTN shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted Educational Records received from, or on behalf of ISD. This obligation will be extended by contract to all subcontractors used by NTN.
- b. NTN and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of Educational Records provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit Educational Records provided under this DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure



DSA between ISD and New Tech Network, Inc. re. Confidential Data Sharing

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computer databases used to process, store, or transmit Educational Records provided under this DSA.

- e. Procedures and systems that are designed to ensure that all confidential Educational Records processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said Educational Records.
- f. The procedures and systems developed and implemented to process, store, or transmit Educational Records provided under this DSA shall ensure that any and all disclosures and re-disclosures of confidential student and staff data comply with all provisions of applicable federal and state laws relating to the privacy rights of students and staff (including, without limitation, FERPA) as such laws are applicable to the parties to this DSA.
- g. Before NTN may share Educational Records with any third parties, NTN will perform the following disclosure avoidance procedures: data suppression to withhold or remove identifiable information (eliminating identifiers) or recoding identifiers (if recoded crosswalk files will not be created).
- h. NTN shall return to ISD all Educational Records or any portions thereof requested by ISD, or, at ISD's election, NTN shall destroy all or any part of ISD's Educational Records that is within the possession or control of NTN and shall upon request by ISD, provide certification of such destruction.

3. Destruction of Information

ISD retains ownership of the PII from Educational Records that it provides to NTN pursuant to this Agreement. NTN agrees to destroy all Personally Identifiable Information from Educational Records when that PII is no longer needed for the purposes of the Study. In any event, the PII must be destroyed within three (3) months of completion of the Study.

4. Right to Audit

During the term of the Study, ISD maintains its right to audit or conduct other monitoring activities of NTN's policies, procedures, and systems with regard to the use of PII. NTN agrees that any PII will not be re-disclosed without permission of ISD except as permitted under applicable federal and state privacy laws.

5. Applicable Law

The laws of the State of California govern this DSA.

6. Indemnification

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DSA between ISD and New Tech Network, Inc. re. Confidential Data Sharing

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Each Party agrees to indemnify the other against actions, claims, damages and losses, including attorneys' fees that may arise out of or in any way result from the Party's own negligent or intentional acts, errors or omissions. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this DSA and the Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this DSA or pursuant to law.

7. Entire Agreement

This DSA supplements and amends the MOU only with respect to the express subject matter herein, and the MOU is otherwise not affected. In the event of a conflict between this DSA and the MOU, the provision of this DSA shall prevail only with respect to the subject matter herein.

8. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

9. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA, except that either party may assign this DSA to a successor of all or substantially all of the assigning party's business or assets.

10. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

11. Waiver

Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

12. Modification and Amendments

This DSA may be amended or modified at any time only in writing by mutual agreement of the authorized representatives of the signatories to this DSA. ISD and NTN further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to ISD and NTN are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the

DSA between ISD and New Tech Network, Inc. re. Confidential Data Sharing

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signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

13. Term and Termination

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties. The term of this DSA shall expire on the termination date stated in the MOU.

Notwithstanding any other provision of this DSA to the contrary, either Party shall have the right to terminate this DSA at any time upon thirty (30) days' written notice to the other Party.

14. Data Custodians

NTN agrees to designate individuals who will be directly responsible for managing the Educational Records disclosed by ISD to NTN pursuant to this DSA ("Data Custodians"). NTN agrees to inform ISD of the names and position titles of such Data Custodians as soon as possible, but no later than within 30 days of the effective date of this agreement.

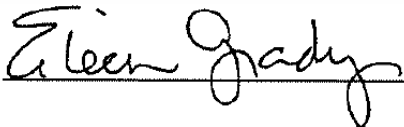
**[SIGNATURES ON FOLLOWING PAGE]**

DSA between ISD and New Tech Network, Inc. re. Confidential Data Sharing

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**IN WITNESS WHEREOF**, the Parties agree to this Data Sharing Agreement as of the last day noted below.

**NEW TECH NETWORK, INC.**

By: 

[Title] Chief Financial Officer

**EAST BAY INNOVATION ACADEMY**

SIGNATURE:

By: 

[Name] Miranda Thorman

[Title] Executive Director

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## CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS

### MEMBER INSTITUTION MEMORANDUM OF UNDERSTANDING

In signing this Memorandum of Understanding (“MOU”),  
[Institution Name] East Bay Innovation Academy (“Institution”) agrees  
to become a member institution of the California Partnership for Achieving Student Success (“Cal-Pass Plus”) and to be bound by all terms and conditions of this MOU.

#### RECITAL

A. Cal-PASS Plus is a program conducted by Education Results Partnership, Inc., a California nonprofit public benefit corporation (“ERP”) together with San Joaquin Delta College (“SJDC”) and the California Community Colleges Chancellor’s Office (“CCCCO”). Cal-PASS Plus collects, analyzes, and shares student data with educational institutions who have agreed to become part of Cal-PASS Plus by entering into a memorandum of understanding (“Cal-PASS Plus Members”). Cal-PASS Plus collects, analyzes and shares student data among Cal-PASS Plus Members in order to track performance and improve student outcomes from pre-K through 12<sup>th</sup> grade, and through college and the workplace. Cal-PASS Plus services are provided without fees or cost to Cal-PASS Plus Members. Data sharing also assist educational institutions to meet compliance reporting requirements and to assist organizations with the research necessary to increase knowledge and collaboration among educational institutions. To that end, Cal-PASS Plus will coordinate the process of Cal-PASS Plus Members sharing academic performance data concerning students who have attended or who are attending their institutions by facilitating the transfer of data between Cal-PASS Plus Members in a manner consistent with FERPA, other applicable federal and California state laws and regulations, local regulations, and best practices and guidelines.

B. Cal-PASS Plus is designed to improve transitions and success across educational segments. Cal-PASS Plus Members may use data provided by Cal-PASS Plus to develop, implement, and assess interventions to improve instruction, and also to identify higher performing institutions and programs to support collaboration and peer-to-peer sharing of best practices. Institution-based, multi-segmental work groups (also known as Regional Learning Councils, or RLC’s) are the preferred venues for Cal-PASS Plus participation.

C. In entering into this MOU, Institution accepts and agrees to abide by all MOU terms and conditions, elects to become a Cal-PASS Plus Member, and to actively engage in data sharing with Cal-PASS Plus and the other Cal-PASS Plus Members.

THEREFORE, the Institution agrees to the following terms of this MOU:

## ARTICLE 1. DEFINITIONS

As used in this Agreement, the following terms have the meanings as specified below:

“**Cal-PASS Plus Parties**” shall have the meaning assigned to such term in Article 2.

“**Cal-PASS Plus**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**Cal-PASS Plus Data**” means the data elements that are defined in the Data Element Dictionary as may be amended by Cal-PASS Plus from time to time and which data elements have been provided to Cal-PASS Plus.

“**Cal-PASS Plus Members**” shall have the meaning assigned to such term in Recital A.

“**CCCCO**” shall have the meaning assigned to such term in Recital A.

“**ERP**” shall have the meaning assigned to such term in Recital A.

“**FERPA**” shall mean the Family Education Rights and Privacy Act of 1974.

“**Institution**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**MOU**” shall have the meaning assigned to such term in the first paragraph of this MOU.

“**MOU Addenda**” shall have the meaning assigned to such term in Section 2.

“**Partner Organizations**” shall mean ERP, SJDC and CCCCCO.

“**SJDC**” shall have the meaning assigned to such term in Recital A.

“**Termination Event**” shall mean (a) a material breach of this MOU by Institution; (b) any act by Institution exposing the Cal-PASS Plus, any Partner Organization or any other Cal-PASS Plus Party to liability for personal injury or property damage; or (c) Institution confirms its insolvency or is adjudged a bankrupt, or assumes negative fiscal status; Institution makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Institution’s insolvency.

## ARTICLE 2. PURPOSE OF CAL-PASS PLUS AND MOU

It is the role of Cal-PASS Plus to create the mechanisms and procedures by which CAL-PASS Plus Members, ERP, SJDC and CCCCCO (collectively, “**Cal-PASS Plus**”) share, store, compare, analyse and disseminate academic performance data and research obtained through the analysis of such data, concerning students who have attended or who are attending Cal-PASS Plus Member institutions by facilitating the transfer of data between Cal-PASS Plus Parties in a manner



consistent with all federal, state and local laws and regulations including, without limitation, FERPA, and best practices and guidelines within this industry.

The purpose of this MOU is to provide the terms and conditions by which Cal-PASS Plus Parties agree to share and use such data. The Cal-PASS Plus Parties may enter into one or more addenda or amendment outlining additional terms, conditions, roles or obligations with respect to the operation of Cal-PASS Plus (“**MOU Addenda**”). Each MOU Addenda shall be binding on the Cal-PASS Plus Member upon its execution of the MOU Addenda and shall, upon such execution, form a part of this Agreement and its terms shall be fully incorporated herein as though fully set forth in this Agreement.

Institution acknowledges that performance of its obligations under this MOU may require frequent and timely exchanges of information between one or more of the Cal-PASS Plus Parties. Cal-PASS Plus’ ability to execute the Cal-PASS Plus program is conditioned upon timely receipt of necessary information from Institution, provided that Cal-PASS Plus provides Institution with reasonable advance notice of the need for such information and the date by which such information is required.

### **ARTICLE 3. DATA SHARING**

Institution shall provide to Cal-PASS Plus the Cal-PASS Plus Data as required of Institution by the Cal-PASS Plus administrator. Said Cal-PASS Plus Data shall be provided in the manner and form as specified by the administrators of Cal-PASS Plus. Cal-PASS Plus Data shall be used by Cal-PASS Plus Parties consistent with the terms and conditions of this MOU.

Occasionally, requests may be made from researchers or research institutions for data aggregated in a particular manner. Cal-PASS Plus may, from time to time at its discretion, provide aggregated and anonymous data based on the data received from Cal-PASS Plus Parties to researchers or research institutions for analysis and research concerning the improvement of academic instruction and student outcomes. Cal-PASS Plus agrees to share the data in a manner consistent with the FERPA guidelines, ensuring the confidentiality of records.

Institution understands that, in order to conduct the Cal-PASS Plus Program, it may be necessary for Cal-PASS Plus and/or its Partner Organizations to share Cal-PASS Plus Data with such third parties as it deems necessary or appropriate to conduct Cal-PASS Plus provided, however, that the third party has agreed in writing to maintain the confidentiality obligations, including compliance with FERPA, as each of the Cal-PASS Plus Parties are required to do under this MOU.

In addition, Cal-PASS Plus shall have the ability to display summary-level reports of Cal-PASS Plus Data on the publicly accessible Cal-PASS website.

#### **A. Confidentiality and Security of Data**

All Cal-PASS Plus Parties shall maintain the confidentiality of any and all student data exchanged by each as a part of this MOU and Cal-PASS Plus. In accepting, maintaining and sharing Cal-PASS Plus Data, all Cal-PASS Plus Parties shall comply with all federal, state and local laws and regulations including, without limitation, FERPA. The requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU.

To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, each Cal-PASS Plus Party shall establish a system of safeguards that will, in all respects, comply with all federal, state and local laws and regulations including, without limitation, FERPA and other privacy protection laws and regulations. Specifically:

1. Institution, to the extent it is an education institution collecting educational records of its students, understands that it may not disclose educational records without written consent from the parent or eligible student, except to the following parties under the following conditions: school officials with legitimate educational interest; other schools to which a student is transferring; specified officials for audit or evaluation purposes; appropriate parties in connection with financial aid to a student; organizations conducting research or studies for or on behalf of the school; accrediting organizations; to comply with a judicial order or lawfully issued subpoena; appropriate officials in cases of health and safety emergencies; and state and local authorities, within a juvenile justice system, pursuant to specific State law.
2. For the purposes of this MOU, Institution acknowledges and agrees that Cal-PASS Plus is considered an organization conducting research and other services on behalf of Institution.
3. Institution will not use Cal-PASS Plus Data received through Cal-PASS Plus for any purpose other than that specifically allowed under the terms of this MOU.
4. This MOU does not allow Institution (or its subcontractors) to disclose Cal-PASS Plus Data to any other third parties except as set forth under this MOU or in limited circumstances permitted under FERPA.
5. To ensure the continued confidentiality and security of the Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall assume responsibility of data received and will employ industry best practices, both technically and procedurally, to protect data from unauthorized physical and electronic access.
6. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems that ensure all Cal-PASS Plus Data is kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data.
7. All staff of Institution involved in the handling, transmittal, and/or processing of Cal-PASS Plus Data provided under this MOU will be required to execute a confidentiality



agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.

8. To ensure the continued confidentiality and security of Cal-PASS Plus Data, stored, or transmitted under this MOU, Institution shall establish, implement, and maintain policies, procedures, and systems shall require the use of appropriate safeguards, including secure passwords to access databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU.

9. Institution will establish, implement, and maintain internal procedures, systems, and safeguards: to maintain the integrity of their systems and secure databases used to process, store, or transmit Cal-PASS Plus Data provided under this MOU, and to maintain the Cal-PASS Plus Data in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

10. Institution shall ensure that any and all disclosures of Cal-PASS Plus Data comply with all provisions of FERPA and other applicable federal and California state laws and regulations relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act.

11. Institution shall immediately notify Cal-PASS Plus in the event the security, confidentiality, or integrity of the Cal-PASS Plus Data exchanged is, or is reasonably believed to have been, compromised. Notification will take place within 24 hours of discovery.

12. Exchange of data between Cal-PASS Plus Parties and/or third party contractors is subject to the requirements outlined in this MOU. Cal-PASS Plus Parties may subcontract to assist in performing the Roles and Responsibilities hereunder.

## **B. Method of Transfer**

Cal-PASS Plus will employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access during transfer. Typical secure methods of transfer include Secure File Transfer Protocol (SFTP), Secure HTTPS transfer or via encrypted physical media. Any other transfer methods employed and the procedures utilized by Institution to protect the data provided under this agreement are the responsibility of the Institution but are subject to review and approval by the administrators of Cal-PASS Plus.

### **C. Disposition of Data**

Any Cal-PASS Plus Data received pursuant to this Agreement shall be one way encrypted, stripped of personally identifiable information and the primary source data will be archived securely, detached from all Internet connected devices, and only accessible to the administrators of Cal-PASS Plus authorized staff.

### **ARTICLE 4. INDEMNIFICATION**

Institution shall defend, indemnify, and hold harmless each of the other Cal-PASS Plus Parties and their affiliates, respective officers, directors, shareholders, members, employees, agents, attorneys, representatives and their respective successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees and costs) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided willfully or negligently by Institution to another Cal-PASS Plus Party; (b) Institutions' noncompliance with any federal, state or local law, statute, rule, or regulation; (c) Institution's breach of any term or condition of this MOU; or (d) the negligent or intentional acts or omissions of Institution.

### **ARTICLE 5. ENTIRE AGREEMENT**

This MOU states the entire agreement between the Cal-PASS Plus Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

### **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

Institution represents and warrants that:

- 1) The person signing this MOU on behalf of Institution represents and warrants that he or she has authority to sign on behalf and to bind such party.
- 2) Institution represents that it has the right and power to authorize participation in Cal-PASS Plus and to undertake its obligations as set forth in this Agreement.
- 3) The execution of this MOU by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions.
- 4) In performing its obligations under this MOU, Institution will comply with all applicable federal, state and local, laws, rules and regulations.
- 5) Institution shall not knowingly provide to Cal-PASS Plus, Cal-PASS Plus Data that is false or inaccurate.

### **ARTICLE 7. ASSIGNMENT**

Institution may not assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of Cal-PASS Plus.

## **ARTICLE 8. SEVERABILITY**

Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

## **ARTICLE 9. WAIVER**

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

## **ARTICLE 10. MODIFICATION AND AMENDMENTS**

Except for the Data Element Dictionary, this MOU may only be amended, modified or supplemented by an agreement in writing signed by authorized representatives of the Institution. The Data Element Dictionary may be amended by Cal-PASS Program from time to time by providing Institution with thirty (30) days prior written notice of any such amendment.

## **ARTICLE 11. TERM**

This MOU shall be in effect with respect to Institution upon its execution of this MOU and will remain in effect until terminated in accordance with Article 12.

## **ARTICLE 12. TERMINATION**

Institution, may terminate this MOU and, as a result, its participation in Cal-PASS Plus, by providing Cal-PASS Plus thirty (30) days' written notice. Notice shall be deemed given upon Cal-PASS Plus' actual receipt of the written notice. However, termination of Institution will have no force or effect on the rights and responsibilities as to the remaining Cal-PASS Plus Parties.

A Partner Organization will notify in writing Cal-PASS Plus in the event it decides to terminate its participation in Cal-PASS Plus. This MOU shall also immediately terminate in the event of the termination or cancellation of Cal-PASS Plus as a program.

The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Cal-PASS Plus at law or equity. Written notice by Cal-PASS Plus shall be deemed given when received by Institution.

## **ARTICLE 13. JOINDER OF OTHER CAL-PASS PLUS PARTIES**

Cal-PASS Plus Parties agree that any school district, county office of education, community college district, WASC accredited public or private four-year college or university located in California or other educational organization whose purpose is to improve student success, may

become a party to this MOU by executing a counterpart of this MOU in form substantially similar hereto.

**ARTICLE 14. EXECUTION AND DELIVERY OF MOU**

A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU. In executing and returning a signed copy of this MOU, the “Authorized Officer” represents and warrants that he or she has all requisite power and authority to execute and deliver this MOU, all necessary approvals for the execution and delivery of this MOU on behalf of the Institution has been obtained.

Authorized Officer Signature: Miranda Thorman  
Miranda Thorman (Oct 2, 2023 16:09 PDT)

Date: 10.2.23

Institution Name: East Bay Innovation Academy

Print Name: Miranda Thorman

Title: Executive Director

Phone: 5105779557 Email: miranda.thorman@eastbayia.org

**MOU Submission**

This MOU may be signed and completed via Echosign by visiting this URL [<https://www.calpassplus.org/CalPASS/Join/NewMou.aspx>], by e-mail to [[outreach@edresults.org](mailto:outreach@edresults.org)] or by US Mail addressed as follows:

Educational Results Partnership  
Attn: Cal-PASS Plus  
428 J Street, Suite 320  
Sacramento, CA 95814

*If you choose to limit the institutions with which you share data, contact Cal-PASS Plus for assistance.*

## Designation of Contacts for Cal-PASS Plus

<b>Name of Institution/District:</b> <u>East Bay Innovation Academy</u>
<b>Primary Contact:</b> This person is responsible for coordinating the Cal-PASS Plus process at your institution. This is also the person who will receive a primary User ID and Password, which are required to access data and performance reports on the web site. The primary contact will be notified when a new user from your institution has been given login credentials. If login credentials are to be revoked, it is the responsibility of the primary Contact to notify Cal-PASS Plus in writing. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Primary Contact role moves to another employee.
<b>Name:</b> <u>Christine Mandilag</u>
<b>Title:</b> <u>Manager of Linked Learning</u>
<b>Phone Number:</b> <u>5105779557</u>
<b>Email Address:</b> <u>christine.mandilag@eastbayia.org</u>

<b>Data Submission Contact:</b> This person is responsible for generating and submitting the data files. It is the responsibility of the Institution to notify Cal-PASS Plus, in writing, when the Data Submission Contact role moves to another employee.
<b>Name:</b> <u>Charlie Noel</u>
<b>Title:</b> <u>Director of Operations</u>
<b>Phone Number:</b> <u>5105779557</u>
<b>Email Address:</b> <u>charlie.noel@eastbayia.org</u>







# Cal-PASS Plus MOU 2020 (web)

Final Audit Report

2023-10-02

Created:	2023-10-02
By:	Cal Pass Plus Support (cppsupport@calpassplus.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM5UI-ZodBQz6VnVZRuN06oAgdm8guasc

## "Cal-PASS Plus MOU 2020 (web)" History

-  Web Form created by Cal Pass Plus Support (cppsupport@calpassplus.org)  
2020-12-07 - 6:00:18 PM GMT
-  Web Form filled in by Miranda Thorman (miranda.thorman@eastbayia.org)  
2023-10-02 - 11:09:39 PM GMT- IP address: 206.110.56.51
-  Email verification link emailed to Miranda Thorman (miranda.thorman@eastbayia.org)  
2023-10-02 - 11:09:41 PM GMT
-  Email viewed by Miranda Thorman (miranda.thorman@eastbayia.org)  
2023-10-02 - 11:09:48 PM GMT- IP address: 74.125.209.33
-  E-signature verified by Miranda Thorman (miranda.thorman@eastbayia.org)  
2023-10-02 - 11:09:51 PM GMT- IP address: 206.110.56.51
-  Agreement completed.  
2023-10-02 - 11:09:51 PM GMT



## Middle School Program Agreement

2023-24

### About Oakland Promise

In 2016, Oaklanders came together to make a promise to every child in our city, offering them the resources, support, coaching, and incentives they need from birth and throughout their school years to empower them to seek out and thrive in the higher education and career of their choosing. In 2019, Oakland Promise and East Bay College Fund (which has been supporting college students since 2003) merged into one unified organization named Oakland Promise (OP). OP is a founding partner of the **Northern California College Promise Coalition (NCCPC)**. Oakland Promise engages the Oakland community to advance equity and economic mobility through cradle-to-college and career achievement. OP is a 501c3 nonprofit organization.

### About College Access Middle School Programming

College Access is excited to serve both middle and high school students in Oakland's district and charter schools!

- **Our vision is to support all students in accessing a clear and solid path to post-secondary educational experiences that lead to a variety of career options - 2-year, 4-year, and vocational or technical programs.**
- **Our goal is to offer integrated programming to students and families that target the elimination of structural and cultural barriers to intergenerational social mobility.**

Our work includes:

- **Scholarships and College Savings Accounts:**
  - Need-based college scholarships of up to \$4000 to qualifying students from low-income backgrounds to support their attendance at accredited post-secondary educational institutions. Through a competitive process, high school seniors may also qualify for a Great Expectations scholarship of up to \$16,000 for college.
  - All Oakland kindergarten students, beginning with the 2016-17 cohort, receive Oakland Promise Scholarships with an initial \$100 deposit with opportunities to earn additional \$100 in grades 5, 6, 8, and 9.
  - OP offers support and \$75 of seed money for any Oakland family that opens a family College Savings Account (CSA).
- **College and Career Readiness:**
  - Support for high school College and Career Centers with personalized services and coordinated volunteer teams to help with career exploration, finding internships, college applications, financial aid, scholarships, and more!
  - Access TIP (Targeted Intervention Program): Workshops, presentations, and panels, both virtually and at school sites, covering key topics such as high school

readiness, the first-gen experience, financial literacy, transfer options, and Career Technical Education.

- Family Learning Groups exploring high school readiness as well as college and career options and opportunities.
- Coming Soon! Promise Leaders: A program that will engage students and families across Oakland in advancing equity and economic mobility through peer leadership and mentoring.

### College Access Middle School Programming

College Access Activity	School Site Support	College Access Support
Middle School Innovation Grant	<ul style="list-style-type: none"> <li>● Participating middle schools will receive a \$1000 College Access Innovation Grant at the beginning of the school year to support the school, students, and staff in building a college-going culture.</li> <li>● Contact your OP College Access Coordinator if you have questions on how to use the grant.</li> </ul>	<ul style="list-style-type: none"> <li>● As an example, <a href="#">Innovation Grant</a> can be used for the following purposes:                             <ul style="list-style-type: none"> <li>○ Pay for buses for trips to visit colleges.</li> <li>○ Purchase materials, such as college banners, college sweaters, etc to incentivize and award students and staff for implementing college-going activities.</li> <li>○ Purchase snacks and drinks when the school hosts college and/or career events at their schools.</li> </ul> </li> </ul>
General Communications & Norms	<ul style="list-style-type: none"> <li>● Organize regular meetings (monthly or bi-weekly) with College Access staff members.</li> <li>● Be responsive via email, phone, text, etc.</li> </ul>	<ul style="list-style-type: none"> <li>● Lead and attend regular meetings to ensure the program is serving student needs.</li> <li>● Work with school staff to communicate in ways that best fit the needs of the school site.</li> <li>● If scheduled OP staff is unable to attend, OP will provide an alternative staff member to substitute.</li> </ul>
A-G Graduation Requirements & High School Readiness Indicators (HSRI)	<ul style="list-style-type: none"> <li>● Support the College Access team in selecting homeroom classrooms /advisory/cohorts for group presentations.</li> <li>● Select students who may benefit from additional smaller cohort support.</li> <li>● Share student data and</li> </ul>	<ul style="list-style-type: none"> <li>● Promote awareness and knowledge of High School Readiness Indicators and A-G graduation requirements for students and families.</li> <li>● Conduct small group work: goal-setting, understanding HSRI, and A-G requirements.</li> <li>● Provide social, emotional, and</li> </ul>



	parent/guardian contact information.	academic check-ins with a select cohort of students as identified and needed by the school.
College Going Culture	<ul style="list-style-type: none"> <li>● Support and welcome college presentations and field trips.</li> <li>● Support and promote College Access Middle School Programming by sharing information with students and families.</li> </ul>	<ul style="list-style-type: none"> <li>● Invite families and students to participate in the following opportunities:                             <ul style="list-style-type: none"> <li>○ Winter Career Conference</li> <li>○ College Career Week</li> <li>○ Black College Expo</li> <li>○ College and Career Panels</li> </ul> </li> <li>● Whole class presentations and activities conducted in partnership with school counselors, community school managers, teachers, and partners- aligned with post-secondary and HS options and preparedness.</li> <li>● Partner with OUSD' to host CTE workshop(s) for students to learn about academies, pathways, and student life experiences in high school (before and during the high school options window).</li> </ul>
High School Transition	<ul style="list-style-type: none"> <li>● Support the College Access team in selecting homeroom classrooms /advisory/cohorts to participate.</li> <li>● Support and facilitate field trips to feeder high schools.</li> </ul>	<ul style="list-style-type: none"> <li>● Welcome school alumni to share high school and/or college experiences.</li> <li>● Promote academy options within OUSD.</li> <li>● Guide and support families through the high school application process.</li> <li>● Schedule high school tours for prospective students.</li> <li>● Connect students to Oakland Promise Future Centers or College and Career Centers at feeder high schools.</li> </ul>
Transitions to postsecondary opportunities and development of financial awareness as it relates to college affordability	<ul style="list-style-type: none"> <li>● Collaborate and form partnerships between OP and school staff (teacher, school counselor, CSM, etc ) for presentations and information sessions (workshops, FLGs, etc) for students and parents.</li> </ul>	<ul style="list-style-type: none"> <li>● HS Teams are invited to present to classrooms about their postsecondary plans.</li> <li>● Introduce financial literacy and methods to pay for post-secondary education (CSAs, OP Scholarship, Other Scholarships and FAFSA) for both students and families.</li> </ul>

		<ul style="list-style-type: none"> <li>• Build awareness and knowledge of OP Scholarship and other financing options.</li> </ul>
Family Engagement	<ul style="list-style-type: none"> <li>• Access to space for meetings</li> <li>• Communication with parents</li> <li>• Monthly Family Learning Groups</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate parent events around topics of interest.</li> <li>• Liaison to partner organizations for content and logistical support.</li> </ul>
Levels of College Access Services	<b>Purple</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Innovation Grant</li> <li><input type="checkbox"/> Information Sharing</li> <li><input type="checkbox"/> Invitations to OP College Access Events</li> <li><input type="checkbox"/> One student and/or parent event per semester</li> <li><input type="checkbox"/> Monthly classroom-based workshops</li> <li><input type="checkbox"/> Support for community events</li> </ul>	
	<b>Blue</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Innovation Grant</li> <li><input type="checkbox"/> Information Sharing</li> <li><input type="checkbox"/> Invitations to OP College Access Events</li> <li><input type="checkbox"/> One student and/or parent event per semester</li> </ul>	
	<b>Green</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Innovation Grant</li> <li><input type="checkbox"/> Information Sharing</li> <li><input type="checkbox"/> Invitations to OP College Access Events</li> </ul>	

## 2023-2024 Program Calendar

Timeline by month	CA Priorities/ Focus	6-8th Grade	Families
Prior to School Year	<ul style="list-style-type: none"> <li>• Identify school-site staff to support CA work</li> <li>• Introduce /connect CA staff and OUSD site staff</li> </ul>	<ul style="list-style-type: none"> <li>• Regular follow-up</li> <li>• Contract signing with principals and counselors</li> <li>• Identify CA lesson schedule with school-site staff</li> </ul>	<ul style="list-style-type: none"> <li>• Regular follow-up</li> <li>• Share calendar with families and school-site parent leaders</li> <li>• Connect with parent organizations on collaboration throughout the school year</li> </ul>
August	Welcome Back to School!	<input type="checkbox"/> Attending Welcome	Family Learning Group: <input type="checkbox"/> Outreach with Academic

		Back to School Night <input type="checkbox"/> Reconnecting with school staff 6th/7th Grade <input type="checkbox"/> OP Scholarship Activation	Calendar <input type="checkbox"/> Reconnecting with parent leaders/organizations
September	Increase belief in college graduation.	<input type="checkbox"/> Pre eval <input type="checkbox"/> My Educational Journey	Family Learning Group: <input type="checkbox"/> Oakland Promise Introduction + Scholarship Overview / My529
October	Increase knowledge of HS Readiness Indicators (HSRI).	<input type="checkbox"/> High School Readiness - Learning from High Schoolers	Family Learning Group: <input type="checkbox"/> Families in Action
November	Increase knowledge of HS Graduation Requirements.	<input type="checkbox"/> High School Graduation Requirements	Family Learning Group: <input type="checkbox"/> DCAC
February	Awareness of CTE, 2yr & 4yr options.	<input type="checkbox"/> My Career Interests	Family Learning Group: <input type="checkbox"/> 5 Bucket
March	Awareness of CTE, 2yr & 4yr options.	<input type="checkbox"/> My Educational Pathways	Family Learning Group: <input type="checkbox"/> Summer Resources <input type="checkbox"/> Big Brother Big Sister, <input type="checkbox"/> Oakland Trybe
April	Increase belief in college graduation.	<input type="checkbox"/> Post Eval <input type="checkbox"/> College Is For Me!	Family Learning Group: <input type="checkbox"/> Kindergarten to College
Semester One: High School Readiness Indicators  Semester Two: College/Career Pathways			

### Signatures: School Site

I pledge that my school will participate in the College Access Middle School Program as outlined above.

<b>School Name</b>	East Bay Innovation Academy
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<b>School Administrator Name</b>	Miranda Thorman
<b>School Administrator Title</b>	Executive Director
<b>Signature</b>	<i>Miranda Thorman</i>
<b>Date</b>	10.11.23

**Signatures: Oakland Promise**

<b>Name</b>	Jazz Broughton
<b>Title</b>	Program Manager
<b>Signature</b>	<i>Jazz Broughton</i>
<b>Date</b>	10/2/23

**Charter School**

**Resolution No. \_\_\_\_\_**

**Notification to ACOE of Bank Account, or Change in Bank Account, for Electronic (ACH) Receipt of Pass-Through Apportionment Funding**

WHEREAS, the \_\_\_\_\_ Charter School (hereafter “Charter School”) has elected to receive all pass-through apportionment funding directly from the Alameda County Office of Education (hereafter “ACOE”); and

WHEREAS, ACOE currently uses an ACH payment transfer process as the mechanism for payment of pass-through apportionment funding to all direct-funded charter schools; and

WHEREAS, the Charter School hereby intends to use the bank account listed below for the purpose of receiving all pass-through apportionment funding payments from ACOE; and

WHEREAS, the bank account listed below, if applicable, hereby replaces any bank account previously established, approved and used by ACOE for the purpose of receiving pass-through apportionment funding; and

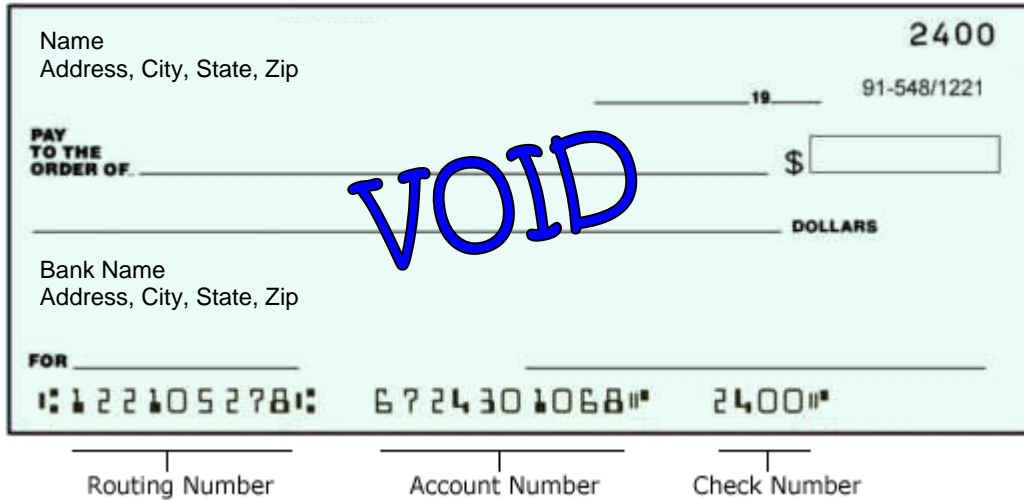
WHEREAS, the bank account listed below has been established in the operating name of the Charter School and the Charter School has full custodial rights to the account, including withdrawal privileges; and

WHEREAS, the account listed below does not belong to any third-party recipient of the Charter School’s apportionment funding;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Charter School hereby requests and approves that ACOE transmit electronically all pass-through apportionment funding payments to the Charter School’s bank account as listed below. A voided check is also attached for this account.

Bank Name:	
Bank Address:	
Account Name:	
Account Number:	
Routing Number:	

**REQUIRED**  
**STAPLE**  
**VOIDED**  
**CHECK**  
**HERE**  
(over check sample)  
➔



The Charter School, through passage of this resolution, hereby authorizes ACOE to initiate credit entries and, if necessary, debit entries and adjustments for any credit entries in error, to the account indicated above, and the depository institution named above, to credit and/or debit the same to such account.

This authority is to remain in full force and effect until ACOE has received written notification via an approved board resolution from the Charter School of the closure or modification of this account. Such changes will be made in such time and in such a manner as to afford ACOE and ACOE’s ACH bank with a reasonable opportunity to act upon it.

PASSED AND ADOPTED by the Governing Board of the \_\_\_\_\_

Charter School on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Charter School

# Coversheet

## Arts, Music, Instructional Materials Grant

**Section:** III. Approve Spending Plans  
**Item:** A. Arts, Music, Instructional Materials Grant  
**Purpose:** Vote

**Submitted by:**

**Related Material:**

EBIA Arts, Music, and Instructional Materials Grant 10.18.23.pdf

EBIA Arts, Music, and Instructional Materials Block Grant .xlsx - Template.pdf



# EBIA Arts, Music, and Instruction Grant

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# Goal of Arts, Music, and Instructional Materials Grant

**Goal:** Funding for local educational agencies to obtain standards-aligned professional development and instructional materials in specified areas, improve school culture, develop diverse and culturally relevant book collections, and other specified uses.

## **EBIA Plan:**

- Support increasing costs for teachers and staff retirement programs
- Obtain standard aligned professional development and instructional materials in all subject areas



# ► Plan Expenditures

**Total Grant Allocation: \$327,585**

Support increasing costs for teachers and staff retirement programs	\$255,816.00
Standards-aligned instructional materials	4,717,690.00



# ▶ Data Goals

This plan supplements our LCAP goals of providing a high-quality education for all students

- Increase in MAP growth scores
- Increase in student learning as shown on SBAC, AP exams, graduation rates
- Increase in teacher retention



**East Bay Innovation Academy**  
 Arts, Music, and Instructional Materials Discretionary Block Grant Plan  
 2022-2026

Local Educational Agency (LEA) Name	Total Grant Allocation
East Bay Innovation Academy	\$327,585
Contact Person Name and Title	Contact Person Email
Miranda Thorman, Executive Director	miranda.thorman@eastbayia.org

Expenditure Plan	Description	2022-23	2023-24
Operational Costs	EX: STRS, social security, and Medicare relief - Support increasing costs for teachers and staff retirement programs	-	255,816.00
Instructional Materials - Standards Aligned	Obtain standard aligned professional development and instructional	-	71,769.00
TOTAL		-	327,585

2024-25	2025-26
-	-
-	-
-	-

# Coversheet

## Educator Effectiveness Grant

**Section:** III. Approve Spending Plans  
**Item:** B. Educator Effectiveness Grant  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EBIA Updated Educator Effectiveness Grant UPDATE 10.18.23.pdf  
EBIA Educator Effectiveness Block Grant 2021-2026 UPDATE.pdf



# EBIA Educator Effectiveness Grant UPDATE

# Goal of Educator Effectiveness Grant

**Goal:** Funding for county offices of education, school districts, charter schools, and state special schools for professional learning for teachers, administrators, paraprofessionals that work with pupils, and classified staff that interact with pupils

## **EBIA Plan:**

- Provide support to teachers to obtain and clear their credentials
- Provide Professional Development for staff, focused on equitable practices
- Provide stipends to teacher leaders to support grade-level and content collaboration
- Provide coaching for Executive Director



# ► Plan Expenditures

**Total Grant Allocation: \$114,750**

<b>Category</b>	<b>Amount</b>
Teacher Induction	\$34,000
Professional Development to support school-wide goals	\$45,500
Stipends for teacher-leaders	\$30,000
Leadership Coaching	\$5,250



# ▶ Data Goals

This plan supplements our LCAP goals of providing a high-quality education and creating a culture of caring and responsibility, where students feel safe and supported.

- Increase from 77% to 100% credentialed teachers in core subjects
- Increase positive student responses to Panorama Survey questions related to “climate in support of learning”
  - 22-23: 69% Lower/75% Upper
- Increase positive staff responses Panorama Survey questions related to positive school climate from 59% in 22-23





**EBIA Educator Effectiveness Block Grant 2021-2026**

Updated Expenditure Plan October 2023 (Original Draft: December 2021)

**Allocation: \$114,750**

Category	Detail	Amount
Teacher Induction	Credentialing support	\$34,000
Professional Development to support school-wide goals	Professional Development for staff focused on equitable practices	\$45,500
Stipends for teacher-leaders	Stipends for teacher leaders to support grade-level and content collaboration	\$30,000
Leadership Coaching	Coaching for Executive Director	\$5,250

# Coversheet

## EBIA Executive Director's Report

**Section:** IV. Academic Excellence  
**Item:** A. EBIA Executive Director's Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Executive Director Report\_ Enrollment Strategy 10.18.23.pdf



# 24-25 Enrollment Strategy

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1

# Marketing Strategy



# Website Updates

- Updated content and testimonials
- Easier navigation
- Increased high school content
- Easier and more interactive user experience for enrollment in English and Spanish
- <https://eastbayia.org/>



# Materials and Advertisements

- Materials unique to each site to target different interests and goals
- Banners - in front of campuses and on highway
- Bus advertisements on targeted routes
- Targeted postcard mailing (assessing cost)





2

# Engagement Strategies



# Info Sessions and Tours

- Offering 2 tours/month at each site
- One information session/month at each site (alternating in-person and virtual)
- Adding student-led tours for 8th-grade students
- Moving Bridge Day earlier in season
- Special information session for current Lower School families
- Parent-hosted event for 5th-grade Montclair families in December



# ▶ Outreach and Communication

- Monthly newsletter to all families who have applied but not enrolled in past two years and to new applicants
- Comprehensive outreach to families who sign up for tour, including additional links and resources before and after the tour



# ► Initial success

- We opened our enrollment window over a month earlier than Oakland Enrolls
- So far this year... 45 families signed up for tours/info session compared to 18 at this time last year



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# Current Student Experience Analysis



# ▶ Leadership Team Steps

- Guiding question: What is challenging about adapting to EBIA?
- Leadership Team Action Steps
  - Student shadows
  - Staff and student empathy interviews
  - Interim Panorama survey
  - Exit interviews



# Coversheet

## East Bay Innovation Academy - Finance Update

**Section:** V. Finance and Development  
**Item:** A. East Bay Innovation Academy - Finance Update  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** EBIA - October Financial Presentation.pdf

# East Bay Innovation Academy 2023-24 Forecast Update

BRYCE FLEMING

OCTOBER 18, 2023







# Financial Summary

## Operating loss projected at \$214K, fund balance and cash remain strong

### Revenue

- Decrease in enrollment reduced LCFF revenue by \$112K
- Other state revenue increased by \$84K from increase in SB-740 and one-time funds
- Measure N projection decreased by \$50K

### Expenses

- Overall, expenses remain in line with levels from previous forecast (\$4K increase overall)
  - Savings in payroll from updated salaries and hours
  - Small increases in several categories in books and supplies and services and operating

### Financial Health

- Fund balance projected to end at \$1.8M (21% of exp.)
- Cash balance of \$1.15M (49 DCOH) likely low point for FY 24

# 2023-24 Forecast Update



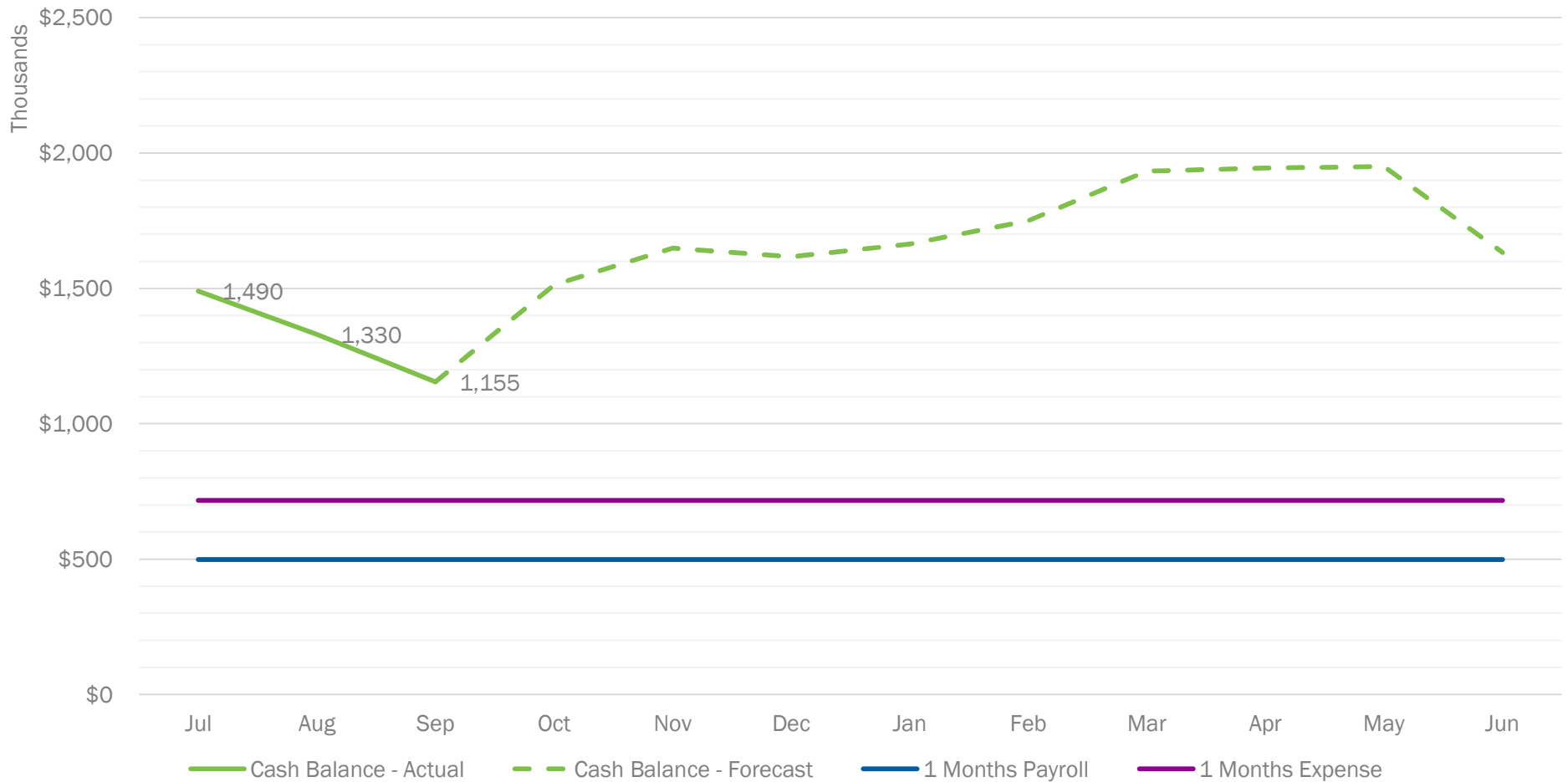
## Projected decrease of \$85K from last month from enrollment decline

		2023-24	2023-24	Variance
		Previous Forecast	Current Forecast	
Revenue	LCFF Entitlement	5,794,057	5,682,038	(112,019)
	Federal Revenue	323,434	321,202	(2,232)
	Other State Revenues	1,765,434	1,849,161	83,727
	Local Revenues	505,808	455,914	(49,895)
	Fundraising and Grants	80,000	80,000	-
	<b>Total Revenue</b>	<b>8,468,733</b>	<b>8,388,314</b>	<b>(80,419)</b>
Expenses	Compensation and Benefits	6,026,655	5,985,162	41,493
	Books and Supplies	336,605	346,690	(10,085)
	Services and Other Operating	2,235,458	2,271,141	(35,683)
	<b>Total Expenses</b>	<b>8,598,719</b>	<b>8,602,993</b>	<b>(4,275)</b>
	<b>Operating Income</b>	<b>(129,986)</b>	<b>(214,679)</b>	<b>(84,693)</b>
	Beginning Balance (Audited)	2,009,115	2,009,115	-
	Operating Income	(129,986)	(214,679)	(84,693)
	<b>Ending Fund Balance (incl. Depreciation)</b>	<b>1,879,129</b>	<b>1,794,436</b>	<b>(84,693)</b>
	<b>Ending Fund Balance as % of Expenses</b>	<b>21.9%</b>	<b>20.9%</b>	<b>-1.0%</b>



# 2023-24 Cash Flow by Month

**Cash balance of \$1.155M projected to be low point for the year**



# Coversheet

## Facilities Updates

**Section:** VI. Facility Updates  
**Item:** A. Facilities Updates  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2024-2025 EBIA Prop 39 Facilities Request.pdf

## **2024-25 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](mailto:charteroffice@ousd.org) by **end of day on Wednesday, November 1, 2023**.
- 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:** Charlie Noel      **Phone:** 510-526-1271

Email: [Charlie.noel@eastbayia.org](mailto: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. 22-23 and 23-24 are as of CBEDS census day, the first Wednesday of October. To arrive at the 24-25 projected enrollment we rolled over the current enrollment. For the 9th grade class we left the enrollment projection in keeping with this year's 9th grade.

The Oakland resident 2024-2025 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 2023-2024.

Table 2 contains attendance rates by grade and by year. 2022-23 attendance rate represents average attendance and participation rate during the school year, and 2023-24 attendance rates are average in-person attendance from the beginning of the school year through census day. Two notes to account for the increase in projected enrollment.

1. We have a graduating class of 34 students currently. Our minimum projection which is in keeping with the previous year's 9th grade enrollment would be 60 students which would account for a projected enrollment increase of 26 students.
2. Our ADA for the students of the class of 2024 is our lowest ADA historically. The M1-3 data supports that historically our students in classes 2025-2027 have higher attendance. Additionally, we have implemented a daily attendance call, text and email to families that has contributed to an overall increase in ADA.

Table 3 contains 2024-2025 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 2024-2025, no additional supporting documentation other than the spreadsheet is being provided.



**OFFICE OF CHARTER SCHOOLS**

**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. Because of this, our Prop 39 request is only for grades 9 - 12. 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 6 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 70% of our 9-12th grade students come from East Oakland in the 94601, 94603, 94605, 94606, 94619, and 94621 ZIP codes. 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.

<b>Technology Infrastructure</b>	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.
<b>Great Room</b>	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.



**OFFICE OF CHARTER SCHOOLS**

<b>Teaching Neighborhoods (Clustered Seminar Rooms with Adjoining Common Area and teaching team office)</b>	<p>The creation of teaching neighborhoods promotes ownership and personalization by breaking down the school into smaller subsets:</p> <ul style="list-style-type: none"> <li>● 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.</li> <li>● 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.</li> <li>● Teams of math/science and humanities teachers share offices that adjoin seminar rooms in the teaching neighborhoods they work in.</li> </ul>
<b>Project Studios</b>	<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>
<b>Laboratories</b>	<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>
<b>Indoor/Outdoor Connection</b>	<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>
<b>Venues for Display</b>	<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>
<b>Education Specialist Offices</b>	<p>Office(s) needed for 1:1 assessment, counseling and instruction of special needs students.</p>
<b>Offices/Reception</b>	<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>
<b>Food Service Area</b>	<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>
<b>Fitness Facility</b>	<p>To facilitate and host student sports activities.</p>