



# East Bay Innovation Academy

## Board Meeting

### Date and Time

Wednesday May 15, 2024 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 April 17, 2024 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	10 m

Consent Agenda Items:

- Measure G1 Application 2024-2025
- Check Register April 2024
- Data sharing agreement Building 21/EBIA

<b>B.</b> EBIA Board Addition - Erin Frederick	Vote	Rochelle Benning	5 m
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EBIA's Executive Director proposes that Erin Frederick be approved to serve on the EBIA Board of Directors effective May 15, 2024 upon certification of this board action. Their professional biography is as follows:

Erin Fredrick is a community volunteer, parent of two, and neighbor to EBIA. Professionally, she is Director of Philanthropy at The Athenian School in Danville and previously worked in fundraising at The College Preparatory School (Oakland, CA), The Masters School (Dobbs Ferry, NY), and Barnard College (NY, NY). Early in her career, Erin worked on political campaigns and earned a Masters in political science from American University, where she concentrated on women and politics. She holds a BA from Barnard College. She previously served on the board of Democracy Prep Charter School Harlem and was on the founding team of P.S. 306Q, NYC Academy for Discovery.

<b>C.</b> EBIA Board Addition - Shyam Kumar	Vote	Rochelle Benning	5 m
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EBIA's Executive Director proposes that Shyam Kumar be approved to serve on the EBIA Board of Directors effective May 15, 2024 upon certification of this board action. Their professional biography is as follows:

Shyam Kumar is the Founder and CEO of NorthStar Education Partners, a national network of equity-centered education consultants. Over the past 8 years, NorthStar has had the privilege of supporting over 75 urban districts, charter networks, and non-profits to solve a wide range of strategic challenges in the areas of organizational, academic, and talent strategy. Prior to founding NorthStar, Shyam served as the head of talent and strategy for KIPP Metro Atlanta where he led a wide range of strategic initiatives, from developing career pathways to improving hiring processes and performance management.

	Purpose	Presenter	Time
	<p>Prior to working with KIPP, Shyam served as the Executive Director of Teach For America Atlanta. In this role, Shyam was responsible for expanding the impact of 400 Teach For America teachers and 600 Teach For America alumni placed across four Metro Atlanta School Districts. While at Teach For America, Shyam led initiatives to increase teacher observation and feedback, improve teacher selection and hiring practices, and broaden the impact of Teach For America's alumni in the Metro Atlanta community.</p> <p>Before beginning his career in public education, Shyam worked as a management consultant at GE. Working in GE business units across India, Ireland, the UK, and United States, Shyam led global project teams to solve multiple strategic business challenges.</p> <p>Shyam holds degrees in Management and Curriculum and Instruction. He lives with his wife, Gayathri, and daughter Dhevna in Oakland California.</p>		
<b>D.</b>	<p>EBIA Board Member Resignations</p> <p>The EBIA board president has accepted the resignations from the following EBIA Board Members, effective May 15, 2024 upon certification of this board action.</p> <ul style="list-style-type: none"> <li>• Michael DeSouza</li> <li>• Devin Krugman</li> </ul> <p>Please vote to certify this transition and to recognize and extend EBIA's gratitude to these outgoing board members for their service to EBIA.</p>	Vote Rochelle Benning	2 m
<b>E.</b>	<p>EBIA Board President Transition</p> <p>EBIA's Executive Director has proposed that Brett van Zuiden, currently serving on EBIA's board, formally assume the role of the EBIA Board President and Chairman effective May 16, 2024. The current board president Rochelle Benning will continue to serve as an EBIA board member until October 17, 2024 when she will formally transition off of the EBIA board. The reassignment of board roles and responsibilities (where needed or desired) under the new EBIA Board President will occur over the next few months.</p>	Vote Rochelle Benning	5 m
<b>F.</b>	<p>Board Action - Updated Bank Signatories Board Action</p> <p>With the transition of the Board Presidency, EBIA must update it's bank signatories. The attached update is presented for EBIA Board approval.</p>	Vote Rochelle Benning	5 m

	Purpose	Presenter	Time
<b>III. Finance Update</b>			<b>8:50 PM</b>
<b>A. EBIA Year to Date Finance Review and Related Board Actions</b>	Vote	Miranda Thorman	20 m
<ul style="list-style-type: none"> <li>- May Revise Update</li> <li>- Draft School Year 2024-25 budget highlights</li> <li>- Executive Compensation Study</li> </ul>			
<b>IV. Academic Excellence</b>			<b>9:10 PM</b>
Academic Excellence			
<b>A. Executive Directors Report</b>	Discuss	Miranda Thorman	15 m
<ol style="list-style-type: none"> <li>1. Hiring Updates</li> <li>2. Enrollment Updates</li> <li>3. End of School Year Updates</li> <li>4. Summer Planning Updates</li> </ol>			
<b>B. LCAP Draft Public Feedback</b>	Discuss	Miranda Thorman	15 m
<ul style="list-style-type: none"> <li>• Review draft LCAP and provide feedback</li> </ul>			
<b>V. Facility Updates</b>			<b>9:40 PM</b>
<b>A. Facilities Updates</b>	Discuss	Miranda Thorman	10 m
<b>VI. School Governance and Other Matters</b>			<b>9:50 PM</b>
<b>A. Confirm Board Meeting Dates through August 2025</b>	Discuss	Rochelle Benning	1 m
<p>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?</p> <p>8:00 PM Wednesday, 6/12/2024 - End of 2023/2024 School/Fiscal Year</p> <p>July 2024 Summer Break - 2024/2025 Fiscal/School Year Begins</p>			

	Purpose	Presenter	Time
	8:00 PM Wednesday, 8/21/2024		
	8:00 PM Wednesday, 9/18/2024		
	8:00 PM Wednesday, 10/16/2024		
	8:00 PM Wednesday, 11/20/2024		
	December 2024 Winter Break		
	8:00 PM Wednesday, 1/15/2025		
	8:00 PM Wednesday, 2/19/2025		
	8:00 PM Wednesday, 3/19/2025		
	8:00 PM Wednesday, 4/16/2025		
	8:00 PM Wednesday, 5/21/2025		
	8:00 PM Wednesday, 6/11/2025 - End of 2024/2025 School/Fiscal Year		
	July 2025 Summer Break - 2025/2026 Fiscal/School Year Begins		
	8:00 PM Wednesday, 8/20/2025		
<b>B.</b>	Closing Session - Public Comment (Any Agenda or Non-Agenda Items)	FYI Rochelle Benning	10 m
	Public comment is limited to a maximum of 3 minutes of comment time per speaker		
<b>VII.</b>	<b>Closing Items</b>		<b>10:01 PM</b>
<b>A.</b>	Adjourn Meeting	Vote Rochelle Benning	1 m

# Coversheet

## Review and Approve Minutes from April 17, 2024 REGULAR Board Meeting

**Section:** I. Opening Items  
**Item:** C. Review and Approve Minutes from April 17, 2024 REGULAR Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on April 17, 2024

APPROVED



## East Bay Innovation Academy

### Minutes

#### Board Meeting

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#### Date and Time

Wednesday April 17, 2024 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

Brad Edgar, Brett van Zuiden, Kelly Garcia, Rochelle Benning

#### Directors Absent

Devin Krugman, Michael De Sousa

#### Guests Present

Miranda Thorman

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#### I. Opening Items

##### A. Record Attendance and Guests

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

Rochelle Benning called a meeting of the board of directors of East Bay Innovation Academy to order on Wednesday Apr 17, 2024 at 8:11 PM.

##### C.

### **Review and Approve Minutes from March 20, 2024 REGULAR Board Meeting**

Rochelle Benning made a motion to approve the minutes from Board Meeting on 03-20-24.

Brett van Zuiden seconded the motion.

For specifics please see board packet.

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

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

There was one public speaker who spoke on the issue of Zoom board meetings and facilities.

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

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

Rochelle Benning made a motion to approve the consent agenda with the exception of the G1 meeting, which will be brought back to another meeting.

Kelly Garcia seconded the motion.

Edit: The measure G1 application has an incorrect date and will need to be brought back to the next meeting.

For specifics please see board packet.

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

## **III. Finance and Development**

### **A. 2023-2024 2nd Interim Financial Update**

Ed Tech presented our 2023-2024 2nd Interim Financial Update. For specifics please see board packet.

## **IV. Academic Excellence**

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

Miranda presented the Executive Director's report. For specifics please see the board packet.

## **V. Facility Updates**

### **A. Facilities Updates**

Miranda shared a facility update.

## **VI. Closed Session: Student Physical Education Waiver**

### **A.**



### **Adjourn Public Board Meeting for Closed Session**

Kelly Garcia made a motion to adjourn the public board meeting for closed session and open the closed section.

Brett van Zuiden seconded the motion.

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

### **B. Open Closed Session**

Shelley opened the board session.

### **C. Closed Session Discussion: Student Physical Education Waiver**

The board discussed a student physical education waiver.

Rochelle Benning made a motion to approve the student physical education waiver.

Brett van Zuiden seconded the motion.

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

### **D. Adjourn Closed Session and Move to Public Session**

Rochelle Benning made a motion to adjourn the closed session and reopen the public session.

Kelly Garcia seconded the motion.

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

## **VII. Reconvene Board Meeting - Open Public Session**

### **A. Open Session: Roll Call**

Attendees are the same as in the beginning.

### **B. Report Actions Taken (if any) in Closed Session**

The board approved the student physical education waiver.

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

### **A. Confirm Board Meeting Dates through 2023 - 2024 School Year (and early 2024 - 2025)**

The board confirmed the May and June board meetings.

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

There are no members of the public at this time of the meeting.

## **IX. 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 8:59 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:**  
East Bay Innovation Academy 2024-2025 Measure G1 Application.pdf  
BoardCheckandPaymentRegisterResultsApril.pdf  
Building 21 Student Data Privacy Agreement with East Bay Innovation Academy (1).pdf



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

## 2024-2025 Measure G1 Application

**Due: March 14, 2024**

*Allocations are provisional subject to Board approval*

### School Information & Student Data

<b>School</b>	East Bay Innovation Academy	<b>School Address</b>	3400 Malcolm Avenue Oakland, CA 94605
<b>Contact</b>	Miranda Thorman	<b>Contact Email</b>	miranda.thorman@eastbayia.org
<b>Principal</b>	Miranda Thorman	<b>Principal Email</b>	miranda.thorman@eastbayia.org
<b>School Phone</b>	510-577-9557	<b>Total Number of Students</b>	278
<b>Recommended Grant Amount<sup>1</sup></b>	<b>\$52,795</b>	<b>2022-23 CALPADS<sup>2</sup> Enrollment Figure (grades 6-8 Oakland residents only)</b>	251
		<b>2023-24 LCFF<sup>3</sup> Enrollment</b>	87

Student Demographics (%)				Measure G1 Team	
English Learners	11%	Asian/Pacific Islander	2.89%	<b>Name</b>	<b>Position</b>
LCFF	43.9%	Latinx	25%	Miranda Thorman	Executive Director
SPED	14%	Black or African-American	31%	Bonita Herrera	Sr. Dir. of Operations
		White	17%	Mick Terrizzi	Academic Dean
		Indigenous or Native American	0%	Ernesto Diaz	Culture and Climate Dean

<sup>1</sup> Allocation of funds will be based on the prior year 20-day count for 6-8 enrollment multiplied by the LCFF % and total funds collected from tax revenue.

<sup>2</sup> The California Longitudinal Pupil Achievement Data System (CALPADS) collects various about students, including school enrollment. Each fall, around early October, all schools in California submit enrollment figures into the CALPADS system which becomes the official count for that school for that year.

<sup>3</sup> Under the Local Control Funding Formula, the following categories of students receive additional funding: English learners, students in foster care, students eligible for the free- and reduced-lunch program.

		Multiracial	9%		Michelle Fitts Christine Ashley Ashley Wahnschaff	School Site Staff
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<b>Chronic Absence (Include raw number and percent)</b>				
	2021-22 raw number (%)	2022-23 raw number (%)	2023-24 raw number (%)	2024-25 Goal raw number (%)
Student Population Overall	9%	3%	1.4% (4)	<5%
Asian/Pacific Islander	0%	8.33%	0%	<5%
Latinx	9%	3.54%	1% (1)	<5%
Black or African-American	15%	2.41%	1.1% (1)	<5%
White	13%	2.5%	0%	<5%
Indigenous or Native American	0%	0%	0%	<5%
Two or More Races	N/A	N/A	8.3% (2)	<5%
English Learners	11%	4.4%	3% (1)	<5%
Students w/ IEPs	12%	8%	2.5% (1)	<5%
Free/ Reduced Lunch Students	16%	2.91%	3.2% (3)	<5%

## Metrics

(all data points are required)

<b>Electives (Include raw number and percent)</b>					
Metric	Area	2021-22 raw number (%)	2022-23 raw number (%)	2023-24 raw number (%)	2024-25 Goal raw number (%)
Number of students taking elective courses. (Makers Art, Visual Art, and Spanish).	Art	238	195	100% (172)	100%
	Language	123	105	100% (106)	100%
	Music	N/A	N/A	N/A	N/A
Number of students	Art	361	317	100% (278)	100%

participating in non-course experiences (e.g. after-school program) (e.g. after-school program, Intersession, SEL, Morning Meeting, Musical)	Language	361	317	100% (278)	100%
	Music	361	317	100% (278)	100%
	Musical	N/A	52	50	60

Positive & Safe Culture (Include raw number and percent)				
Metric	2021-22 (%)	2022-23 (%)	2023-24 (%) Tot. 96.1%	2024-25 Goal (%)
<b>Average Daily Attendance Date of Figure:</b>				
Asian/Pacific Islander			97.3% (7)	>95%
Latinx			96% (97)	>95%
Black or African-American			95.94% (85)	>95%
White			96.7% (46)	>95%
Two or More Races			96.13% (24)	>95%
English Learners			95.7% (30)	>95%
Students w/ IEPs			95.3% (40)	>95%
Free/ Reduced Lunch			95.7% (91)	>95%

Metric	2021-22 raw number (%)	2022-23 raw number (%)	2023-24 raw number (%)	2024-25 Goal raw number (%)
<b>Suspended Students Date of Figure:</b>				
Asian/Pacific Islander	5%	0 (0%)	1 (14%)	1 (14%)
Latinx	2%	2 (4%)	1 (1%)	1 (1%)
Black or African-American	11%	1 (1%)	15 (17%)	5 (6%)
White	13%	4 (8%)	1 (2%)	1 (2%)
Indigenous or Native American	0%	0%	0 (0%)	0 (0%)

English Learners	0%	0 (0%)	0 (0%)	0 (0%)
Students w/ IEPs	15%	4 (10%)	3 (7%)	1 (2%)
Free/ Reduced Lunch	5%	5 (2%)	8 (3%)	4 (1%)

Student Retention from 5th Grade to 6th Grade				
Metric	2021-22	2022-23	2023-24	2024-25 Goal
6th Grade Enrollment	110	97	93	90

## Community and Staff Engagement

Community Engagement Meeting(s)	
Community Group	Date
PAC- <a href="#">Meeting Minutes</a> and Sign in Sheet	Thursday, 3/7

Staff Engagement Meeting(s)	
Staff Group	Date
All Staff <a href="#">Meeting</a> and Sign in Sheet	Thursday, 3/7

<a href="#">Music (Rubric)</a>	2022-23	2023-24
<b>Access and Equitable Opportunity</b>	N/A	Basic
<b>Instructional Program</b>	N/A	Entry
<b>Staffing</b>	N/A	Entry
<b>Facilities</b>	N/A	Entry
<b>Equipment and Materials</b>	N/A	Entry
<b>Teacher Professional Learning</b>	N/A	Entry
<a href="#">World Language (Rubric)</a>	2022-23	2023-24
<b>Content and Course Offerings</b>	N/A	Developing

<b>Communication</b>	N/A	Developing
<b>Real world learning and Global competence</b>	N/A	Developing
<b><u>Art (Visual Arts, Theater, and Dance)</u></b>	<b>2022-23</b>	<b>2023-24</b>
<b>Access and Equitable Opportunity</b>	N/A	Quality
<b>Instructional Program</b>	N/A	Entry
<b>Staffing</b>	N/A	Basic
<b>Facilities</b>	N/A	Quality
<b>Equipment and Materials</b>	N/A	Quality
<b>Teacher Professional Learning</b>	N/A	Basic

## Proposed Expenditures

**Guidelines**

1. In the following sections, please discuss your team’s plan to address the goals of G1:
  - a. Increase access to courses in arts, music, and world languages in grades 6-8.
  - b. Improve student retention during the transition from elementary to middle school.
  - c. Create a more positive and safe middle school learning environment.
2. Please explain how you plan to use the Measure G1 funds to meet the goals, as measured in the METRICS section of this proposal.
3. Add additional lines as needed.
4. The total of all items should equal the amount listed in "Recommended Grant Amount" on page 1
5. Expenditures must supplement, not supplant expenditures made from other funding sources. In other words, Measure G1 funds must be used for new expenditures, expenditures already funded from Measure G1, expenditures previously paid for by a funding source that has ended, or to pay for an expenditure that would have been cut, were it not for Measure G1 funds.

## Summary of 2023-24 Approved Expenditures

All Actual Expenditures		Budget Amount
<b>Safe &amp; Positive Culture</b>		
<b>1</b>	Continue to support the expansion of content of grade-level morning meetings to address grade-level SEL concerns and issues and exposure to music and the arts, through piloting the Project Wayfinder advisory curriculum, and by bringing in speakers and assembly programs to support social-emotional development of students and positive school culture.	\$4,500



2	1 FTE Tier 2 Culture and Climate Specialist	\$44,500
3	Expand professional development training for staff on the principles and practices associated with restorative justice, mental health and trauma-informed practices, and multi-tiered support systems to support struggling students exhibiting Tier I and Tier II behaviors in a classroom setting	\$8,000
<b>Electives (Art, Music, World Language)</b>		
1	Musical Theater preparation, performance and production	\$6,000
<b>6th Grade Enrollment</b>		
1	Continue and expand student celebrations like student of the month and honor roll; purchase supplies for school-wide and grade-level competitions to build school culture, like door decorating and Phoenix Games; organize and facilitate pep rallies to promote school spirit and highlight student activities and leadership.	\$1,414.29
<b>Budget Total</b>		<b>\$64,414.29</b>

## Summary of 2024-25 Proposed Expenditures

All Proposed Expenditures (from sections below)		Budget Amount
1	Musical Theater preparation, performance and production. The musical will be accessible to all students at school. Funds will be used for licensing the production, staff stipends and/or bringing in arts instructors from local organizations to help support vocal coaching, direction, choreography and production (including set and costume design).	\$5,395.00
2	1 FTE Tier 2 Culture and Climate Specialist - To support schoolwide culture systems and create school-wide protocols and systems to support students with conflict resolution and mediation. The Specialist will extend the current work by supporting staff in training and implementation around restorative practices in the classroom. This staff member would work with small groups to identify and practice tools for self-regulation and direction (identifying when students need breaks) and developing tools for self-advocacy. This staff member will also directly serve to support students who have been referred and need additional support with conflict resolution, relationship repair, community building to help promote a safe and inclusive school culture and in particular address ongoing trauma as a result of the Covid-19 pandemic. Additionally, the Culture and Climate Specialist will implement a scope and sequence and curriculum for a Transition to Middle School class for our 6th graders, focusing on the executive functioning skills and organization strategies needed for middle school success, as well as coping and advocacy strategies for social interactions in middle school. The specialist will serve the 270 students at our middle school, with special emphasis on our 90 incoming 6th graders.	\$47,000
3	Continue and expand student celebrations like student of the month and honor roll; purchase supplies for school-wide and grade-level competitions to build school culture, like door decorating and Phoenix Games; organize and facilitate pep rallies to promote school spirit and highlight student activities and leadership.	\$400.00
<b>Budget Total (must add up to Recommended Grant Amount)</b>		<b>\$52,795</b>

# Proposed Expenditures By Focus Area

Proposed Expenditures for Electives (Art, Language, and Music only)			
Description of Proposed Expenditures	Number of students taking a course in art, language, or music (based on the specific investment).	Number of students participating in a non-course experience in art, language or music (based on the specific investment) + frequency and amount of time spent in each activity.	Budget Amount
Musical Theater preparation, performance and production. The musical will be accessible to all students at school. Funds will be used for licensing the production, staff stipends and/or bringing in arts instructors from local organizations to help support vocal coaching, direction, choreography and production (including set and costume design).	278	218 students will review the performance, 30 cast and crew members take leadership roles, 30 students involved in production and preparation (set, stage and costume design)	\$5,395

Proposed Expenditures for Positive & Safe Culture		
Description of Proposed Expenditures	Which metric will this investment impact - suspensions or average daily attendance?	Budget Amount
Culture and Climate Specialist - Build on the work of the previous Behavior Support Specialist to expand PBIS work and support of the 5-6th transition by creating a Culture and Climate Specialist to support schoolwide culture systems and create school-wide protocols and systems to support students with conflict resolution and mediation. The Specialist will extend the current work by supporting staff in training and implementation around restorative practices in the classroom. Additionally, the Culture and Climate Specialist will implement a scope and sequence and curriculum for a Transition to Middle School class for our 6th graders, focusing on the executive functioning skills and organization strategies needed for middle school success, as well as coping and advocacy strategies for social interactions in middle school.	<ul style="list-style-type: none"> <li>- Improve climate culture for 278 students in the lower school</li> <li>- While the aide will spend significant time with 6th graders to support their transition to middle school (90 students), the aide will support culture and climate across all grades (278 students).</li> <li>- Schoolwide increase on school climate surveys in the areas of</li> </ul>	\$47,000

	<i>self-management and self-efficacy</i>	
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Proposed Expenditures for Retention of 6th Graders	
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Description of Proposed Expenditures	Budget Amount
Continue and expand student celebrations like student of the month and honor roll; purchase supplies for school-wide and grade-level competitions to build school culture, like door decorating and Phoenix Games; organize and facilitate pep rallies to promote school spirit and highlight student activities and leadership.	\$400

**Please submit your Measure G1 proposal to Cliff Hong ([clifford.hong@ousd.org](mailto:clifford.hong@ousd.org)) and Karen Lozano ([karen.lozano@ousd.org](mailto:karen.lozano@ousd.org)).**

Internal ID	Subsidiary	Account Number	Payee Name	Check Number	Payment Date	Main Payment Memo	Descriptions of Applied Invoices
9392991	East Bay Inno	9121-4419	Bloomerang	DB040524	4/5/2024	DB040524; Bloomerang	
9392992	East Bay Inno	9121-4419	Charter Safe	DB040824	4/8/2024	DB040824; CA Charter School JPA	
9377568	East Bay Inno	9121-4419	AT&T	8764	4/9/2024	BAN 9391066883; Internet Service 02/16 - 03/15/24	Bill #21424535--Internet Service 02/16 - 03/15/24
9377569	East Bay Inno	9121-4419	AT&T	8765	4/9/2024	BAN 9391062435; Internet Service 02/13/24 - 03/12/24	Bill #21414117--Internet Service 02/13/24 - 03/12/24
9377570	East Bay Inno	9121-4419	Bird and Bee Education	8766	4/9/2024	6th Grade Puberty Education	Bill #2407--6th Grade Puberty Education
9377571	East Bay Inno	9121-4419	Christopher Cook	8767	4/9/2024	Reimb: Building Supplies	Bill #032524--Reimb: Building Supplies
9377572	East Bay Inno	9121-4419	EdTec	8768	4/9/2024	UPS Postage	Bill #203114--UPS Postage
9377573	East Bay Inno	9121-4419	Michelle Fitts	8769	4/9/2024	Reimb: Blank Hoodies, Building Supplies, Food for Building Day & Filed Trip	Bill #030624--Reimb: Blank Hoodies  Building Supplies  Food for Building Day & Filed Trip
9377574	East Bay Inno	9121-4419	Fusion Berkeley	8770	4/9/2024	English, Language Arts, Life Science & MS Group PE 7 Semester 1 & 2 - Middle School	Bill #0553543C--English  Language Arts  Life Science & MS Group PE 7 Semester 1 & 2 - Middle School
9377575	East Bay Inno	9121-4419	Get Empowered	8771	4/9/2024	INV#GE-EBIA032024; AfterSchool Hip Hop and Mural Class: 02/28 - 03/28/24	Bill #GE-EBIA032024--AfterSchool Hip Hop and Mural Class: 02/28 - 03/28/24
9377576	East Bay Inno	9121-4419	Kaiser Foundation Health Plan	8772	4/9/2024	Customer ID: 8094124388; May 2024 Medical Health Plan	Bill #809412414669--May 2024 Medical Health Plan
9377577	East Bay Inno	9121-4419	Lina's Janitorial Services	8773	4/9/2024	Janitorial Service for US & LS (March 2024)	Bill #61--Janitorial Service for US & LS (March 2024)
9377578	East Bay Inno	9121-4419	Office Depot	8774	4/9/2024	Account Number 16610744; Supplies	Bill #359371577001--Supplies Bill #360157702001--Supplies
9377579	East Bay Inno	9121-4419	Orkin	8775	4/9/2024	Account #36504571; Pest Control Standard March Services	Bill #259143499--Pest Control Standard March Services
9377580	East Bay Inno	9121-4419	PG&E	8776	4/9/2024	Account No 4052865603-2; Gas and Electrical due by 04/04/24	Bill #031824--Gas and Electrical due by 04/04/24
9377581	East Bay Inno	9121-4419	Scoot Education Inc.	8777	4/9/2024	Services: 03/18 - 03/22/24	Bill #73108--Services: 03/18 - 03/22/24 Bill #72331--Services: 03/11 - 03/15/24 Bill #73180--Services: 03/18 - 03/22/24 Bill #72258--Services: 03/11 - 03/15/24
9377582	East Bay Inno	9121-4419	ChildCare Careers, LLC	8778	4/9/2024	BA Only & 30-Day Permit: 03/11 - 03/15/24	Bill #696589--BA Only 03/04/24 Bill #697708--BA Only & 30-Day Permit: 03/11 - 03/15/24
9377583	East Bay Inno	9121-4419	UpNex Sports Academy	8779	4/9/2024	Sports Clinics for Quest	Bill #10--Sports Clinics for Quest

9377584	East Bay Inno	9121-4419	Vision Service Plan - (CA)	8780	4/9/2024	Client ID: 30050552; Vision Plan April 2024 Cust# 00513-38904; Ops Charter March Service	Bill #820107616--Vision Plan April 2024
9377585	East Bay Inno	9121-4419	Waste Management Of Alameda Co	8781	4/9/2024	2024	Bill #9933322-2216-1--Ops Charter March Service 2024
9411530	East Bay Inno	9121-4419	OUSD Buildings & Grounds	8782	4/19/2024	EBIA-1OVF24A	Bill #EBIA-1OVF24A--23/24 Charter Schools 1% oversight fee Bill #022624--Winter Intersession Wardrobe Styling fashion workshop & Livescan
9411531	East Bay Inno	9121-4419	Ariel Mei LLC	8783	4/19/2024	EBIA	
9437229	East Bay Inno	9121-4419	Wells Fargo	DB042224	4/22/2024	DB042224; Wells Fargo CC pymt - 6442	
9437230	East Bay Inno	9121-4419	Bloomerang	DB042324	4/23/2024	DB042324; Bloomerang	
9429715	East Bay Inno	9121-4419	Alameda County Office of Education	8784	4/25/2024	Customer ID 000210; 3rd Quarter STRS Processing Fee FY23-24	Bill #INV24-00294--3rd Quarter STRS Processing Fee FY23-24 Bill #1JLL-1R9X-6V1Q--Supplies Bill #1HVQ-CVHW-HRYM--Supplies
9429716	East Bay Inno	9121-4419	Amazon Capital Services	8785	4/25/2024	Acct #A1GDQTYJDVQHA0; Supplies	Bill #4475695--services
9429717	East Bay Inno	9121-4419	Anderson's	8786	4/25/2024	services	Bill #000021571911--Internet Service 03/16 - 04/15/24
9429718	East Bay Inno	9121-4419	AT&T	8787	4/25/2024	Acct# 9391066883; Internet Service 03/16 - 04/15/24	Bill #000021564768--Internet Service 03/13/24 - 04/12/24
9429719	East Bay Inno	9121-4419	AT&T	8788	4/25/2024	Acct# 9391062435; Internet Service 03/13/24 - 04/12/24	Bill #L241193133--Progress billing for preparation of Federal and California informational returns for the year ended June 30  2023
9429720	East Bay Inno	9121-4419	CliftonLarsonAllen LLP	8789	4/25/2024	Account Number A274845	Bill #2128--Speech & Language Pathology Services
9429721	East Bay Inno	9121-4419	East Bay Speech Pathology, Inc.	8790	4/25/2024	Speech & Language Pathology Services	Bill #27987--Monthly Back Office Service and Data Service September2023; Bill #28799--Monthly Back Office Service and Data Service April 2024
9429722	East Bay Inno	9121-4419	EdTec	8791	4/25/2024	Monthly Back Office Service and Data Service April 2024	Bill #040424--Reimb: PTC paper for heridity traits  Methylene Blue for slides  gv batteries  Headphones (30) Bill #032524--Reimb: Headpiece supplies  Costume supplies & Sets supplies
9429723	East Bay Inno	9121-4419	Michelle Fitts	8792	4/25/2024	Reimb: PTC paper for heridity traits, Methylene Blue for slides, gv batteries, Headphones (30)	Bill #20108--Field Trip; 03/01 - 04/01/24
9429724	East Bay Inno	9121-4419	HopSkipDrive, Inc	8793	4/25/2024	Field Trip; 03/01 - 04/01/24	Bill #136710431--FBA Monthly Admin: Administrative Service
9429725	East Bay Inno	9121-4419	ISolved Benefit Services	8794	4/25/2024	FBA Monthly Admin: Administrative Service	Bill #2847-C--Spanish Onsite 2023-24
9429726	East Bay Inno	9121-4419	Language Learning Network	8795	4/25/2024	Spanish Onsite 2023-24	

9429727	East Bay Inno 9121-4419	Law Offices of Young, Minney & Cor	8796	4/25/2024	Legal Services : 03/01 - 03/07/24	Bill #9747--Legal Services : 03/01 - 03/07/24
9429728	East Bay Inno 9121-4419	Oakland Museum of California	8797	4/25/2024	05/08/24	Bill #031324--Self Guided School Group Visits (Grades K-12): 05/08/24
9429729	East Bay Inno 9121-4419	Office Depot	8798	4/25/2024	Acct# 16610744; Supplies	Bill #362476772001--Supplies
9429730	East Bay Inno 9121-4419	Ready Refresh	8799	4/25/2024	04/06/24	Bill #04D0035832427--Malcolm drinking water 03/07 - 04/06/24
9429731	East Bay Inno 9121-4419	Revolution Foods, Inc.	8800	4/25/2024	Cust #C001339; Food Service February 2024 & Credits	Bill #002514-C001339--Food Service February 2024 & Credits Bill #002861-C001339--Food Service March 2024
9429732	East Bay Inno 9121-4419	RingCentral Inc.	8801	4/25/2024	Phone Service 03/29 - 04/28/24	Bill #CD_000786486--Phone Service 03/29 - 04/28/24
9429733	East Bay Inno 9121-4419	Scoot Education Inc.	8802	4/25/2024	Services: 03/25 - 03/28/24	Bill #73865--Services: 03/25 - 03/28/24 Bill #75363--Services: 04/08 - 04/12/24 Bill #73866--Services: 03/25 - 03/28/24 Bill #75314--Services: 04/08 - 04/12/24
9429734	East Bay Inno 9121-4419	Spectrum Center	8803	4/25/2024	WD - BEP: Basic Education Program-BAC; 02/01 - 02/29/24	Bill #022924--WD - BEP: Basic Education Program-BAC; 02/01 - 02/29/24
9429735	East Bay Inno 9121-4419	Swanson & Cosgrave	8804	4/25/2024	Project-Based Learning Training	Bill #2000--Project-Based Learning Training
9429736	East Bay Inno 9121-4419	TechaBee, Inc.	8805	4/25/2024	Enterprise Services; 04/01 - 06/30/24	Bill #2024-054--Enterprise Services; 04/01 - 06/30/24
9429737	East Bay Inno 9121-4419	ChildCare Careers, LLC	8806	4/25/2024	BA Only 03/18 - 03/22/24	Bill #702095--BA Only 03/25 - 03/28/24 Bill #700155--BA Only 03/18 - 03/22/24
9429738	East Bay Inno 9121-4419	The Phillips Academy	8807	4/25/2024	EC Tuition & Individual Counselling Therapy: March 2024	Bill #2023-2024.270--EC Tuition & Individual Counselling Therapy: March 2024
9429739	East Bay Inno 9121-4419	Waste Management	8808	4/25/2024	Cust# 15-00043-73002; Waste Services: April 2024	Bill #5231987-2216-8--Waste Services: April 2024
9429740	East Bay Inno 9121-4419	Wells Fargo Vendor Financial Serv	8809	4/25/2024	Cust# 1055852811; Leasing of Lanier Copier for US & LS; 03/29 - 04/28/24	Bill #5029296429--Leasing of Lanier Copier for US & LS; 03/29 - 04/28/24
9455041	East Bay Inno 9121-4419	Wells Fargo	DB042624	4/26/2024	DB042624; Pymt to CC 6442	

Amount	Type
33.13	Check
10,062.00	Check
639.92	Bill Payment
639.92	Bill Payment
2,400.00	Bill Payment
332.31	Bill Payment
29.45	Bill Payment
1,923.18	Bill Payment
17,223.20	Bill Payment
1,585.00	Bill Payment
27,667.34	Bill Payment
12,000.00	Bill Payment
397.32	Bill Payment
160.99	Bill Payment
7,638.33	Bill Payment
27,944.00	Bill Payment
1,736.02	Bill Payment
1,000.00	Bill Payment

429.34 Bill Payment  
1,671.31 Bill Payment  
38,889.00 Bill Payment

817.00 Bill Payment  
7,078.96 Check  
357.04 Check

354.00 Bill Payment

278.48 Bill Payment  
1,690.47 Bill Payment

639.92 Bill Payment  
639.92 Bill Payment

1,496.25 Bill Payment  
14,532.00 Bill Payment

15,219.10 Bill Payment

1,881.44 Bill Payment  
1,769.97 Bill Payment  
70.00 Bill Payment  
3,875.00 Bill Payment



412.50 Bill Payment

450.00 Bill Payment

130.61 Bill Payment

247.02 Bill Payment

19,841.44 Bill Payment

696.93 Bill Payment

20,382.00 Bill Payment

1,693.27 Bill Payment

8,050.00 Bill Payment

5,700.00 Bill Payment

5,263.01 Bill Payment

7,559.91 Bill Payment

2,910.30 Bill Payment

292.16 Bill Payment

5,000.00 Check

## Student Data Privacy Agreement

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: East Bay Innovation Academy (the “**Local Education Agency**” or “**LEA**”), located at 3400 Malcolm Blvd, Oakland, CA 94605 and Building 21 (the “**Provider**”), located at 600 West Germantown Pike Ste 400-144, Plymouth Meeting, PA 19462.

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
  
2. **Special Provisions. Check if Required**
  - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
  - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”**. (Optional)
  - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
  
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
  
4. This DPA shall stay in effect for three (3) years. **Exhibit “E”** will expire three (3) years from the date the original DPA was signed.
  
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
  
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Miranda Thorman Title: Executive Director

Address: 3400 Malcolm Blvd, Oakland, CA 94605

Phone: (510) 577-9557 Email: miranda.thorman@eastbayia.org

The designated representative for the Provider for this DPA is:

Name: Thomas Gaffey Title: SVP of Technology and Innovation

Address: 600 West Germantown Pike Ste 400-144, Plymouth Meeting, PA 19462

Phone: (215) 219 - 0818 Email: tom@b-21.org

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

**LEA:** East Bay Innovation Academy

By: *Miranda Thorman* Date: 05-13-2024

Printed Name: Miranda Thorman Title/Position: Executive Director

**Provider: Building 21**

By: *Thomas Gaffey* Date: 05-13-2024

Printed Name: Thomas Gaffey Title/Position: SVP of Technology and Innovation

## STANDARD CLAUSES

Version 1.0

### ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other nonpublic information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. Deidentified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student

learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall

provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
  - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
  - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

## ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit "H", the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit "H" will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.



8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"****DESCRIPTION OF SERVICES**

Building 21 offers a suite of products and services to schools and districts to support them through a transformation process to a personalized and competency-based approach.

- A comprehensive competency framework that includes competencies for students, teachers, and leaders. The framework also includes a complete set of rating tools called continua.
- Coaching and consulting for district leaders, school leaders, and teachers.
- Professional development for teachers and school leaders about competency-based instruction.
- Training for all tools and platforms.
- Systems Configuration and Integration of all products and services to meet particular needs of local context.

Competency-based tracking and task workflow management platform.

- This platform allows teachers to assign, collect, and rate competencies attached to student work.
- Students and families can also view their progress and growth on the competencies across.

Data Warehouse and Analytics Engine

- Flexibility with ETL to integrate data that is stored across many different systems.
- Integrated data analytics engine that transforms data into actionable intelligence.
- Customized by user (students, families, teachers, counselors and administrators), and providing real-time information on student wellbeing, academic performance, and growth.
- Support critical product integration with external systems when possible.

Personalized Learning Plan

- Student dashboard system built using customized Google Sheets that integrates with the Data Warehouse.
- Students can view progress and growth on their competencies, set and monitor goals, and log reflections about their experience.
- It includes a personalized profile page, daily schedule, competency-based report card, credit and graduation progress, and much more.

**EXHIBIT "B"**

**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	✓
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	✓
Assessment	Standardized test scores	✓
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	✓
	Student class attendance data	✓
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	✓
Demographics	Date of Birth	✓
	Place of Birth	✓
	Gender	✓
	Ethnicity or race	✓
	Language information (native, or primary language spoken by student)	✓

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	✓
	Guidance counselor	✓
	Specific curriculum programs	✓
	Year of graduation	✓
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	✓
	Email	✓
	Phone	✓
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	✓
Schedule	Student scheduled courses	✓
	Teacher names	
Special Indicator	English language learner information	✓
	Low income status	✓
	Medical alerts/ health data	

Category of Data	Elements	Check if Used by Your System
	Student disability information	
	Specialized education services (IEP or 504)	✓
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	✓
	Email	✓
	Phone	✓
Student Identifiers	Local (School district) ID number	✓
	State ID number	✓
	Provider/App assigned student ID number	
	Student app username	✓
	Student app passwords	✓
Student Name	First and/or Last	✓
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	✓
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	✓
Student work	Student generated content; writing, pictures, etc.	✓

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	✓
	Student course data	✓
	Student course grades/ performance scores	✓
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

**EXHIBIT "C"****DEFINITIONS**

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal

records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

<<**School or District Name**>> Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

**Data will be saved as a series of CSV files and transferred to a Google Drive folder or other location specified by the LEA.**

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By **N/A**

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

# Signature Certificate

Reference number: DPDJS-B6UGA-V2CHQ-VEGKJ

## Signer

## Timestamp

## Signature

### Miranda Thorman

Email: miranda.thorman@eastbayia.org

Sent:	10 May 2024 23:47:38 UTC
Viewed:	13 May 2024 15:58:18 UTC
Signed:	13 May 2024 16:00:18 UTC



### Recipient Verification:

✓Email verified	13 May 2024 15:58:18 UTC
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IP address: 206.110.56.51  
Location: Oakland, United States

### Thomas Gaffey

Email: tom@b-21.org  
Shared via link

Sent:	10 May 2024 23:47:38 UTC
Viewed:	13 May 2024 17:13:10 UTC
Signed:	13 May 2024 17:13:39 UTC



IP address: 66.31.105.2  
Location: Sherborn, United States

Document completed by all parties on:  
13 May 2024 17:13:39 UTC

Page 1 of 1



### Signed with PandaDoc

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# Coversheet

## Board Action - Updated Bank Signatories Board Action

**Section:** II. Board Governance & Consent Agenda  
**Item:** F. Board Action - Updated Bank Signatories Board Action  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Bank Signature Resolution 24-25.pdf



**Resolution of the Board of Directors of East Bay Innovation Academy**

**EAST BAY INNOVATION ACADEMY**

**RESOLUTION TO DESIGNATE BANK ACCOUNT SIGNATORIES**

WHEREAS, East Bay Innovation Academy is a California nonprofit public benefit corporation that operates as a California public charter school at 3400 Malcolm Ave, Oakland, CA 94605;

WHEREAS, East Bay Innovation Academy owns bank accounts with Wells Fargo (“Bank Accounts”);

WHEREAS, East Bay Innovation Academy seeks to revoke a previously designated Bank Account signatories and Bank Account key executives and appoint a new signatories and Bank Account key executives;

WHEREAS, Rochelle Benning, Co-Founder and Board Chair, was previously designated by the Board of Directors as an authorized Bank Account signatory;

WHEREAS, Rochelle Benning is transitioning out of her role as Board Chair or board member of the East Bay Innovation Academy and is therefore being removed as a key executive on the Bank Account;

WHEREAS, East Bay Innovation Academy seeks to have Miranda Thorman, Executive Director serve as the key executive on the Bank Account; in place of Rochelle Benning;

WHEREAS, East Bay Innovation Academy seeks to have Brett Van Zuiden, Board Chair serve as an authorized Bank Account signatory per the boards vote;

WHEREAS, East Bay Innovation Academy seeks to have Miranda Thorman, Executive Director continue to serve as an authorized Bank Account signatory;

WHEREAS, East Bay Innovation Academy seeks to have Bonita Herrera, Senior Director of Operations continue to serve as an authorized Bank Account signatory;

THEREFORE, IT IS RESOLVED, that the Board revokes its previous designation of Rochelle Benning as an authorized bank account signatory;

THEREFORE, IT IS FURTHER RESOLVED, that the Board revokes its previous designation of Rochelle Benning as a key executive on the Bank Account;

THEREFORE, IT IS RESOLVED, that the Board designates Miranda Thorman, Executive Director as a key executive on the Bank Account;

THEREFORE, IT IS RESOLVED, that the Board designates Brett Van Zuiden, Board Chair as an authorized Bank Account signatory;

THEREFORE, IT IS RESOLVED, that the Board designates Miranda Thorman, Executive Director as an authorized Bank Account signatory;

THEREFORE, IT IS RESOLVED, that the Board designates Bonita Herrera, Senior Director of Operations as an authorized Bank Account signatory;

THEREFORE, IT IS FURTHER RESOLVED, that the authorized Bank Account signatories are authorized to sign checks, drafts, and other instruments drawn on the Bank Account, on behalf of and for the benefit of East Bay Innovation Academy, subject to any restrictions on that authority as the Board may deem appropriate.

PASSED AND ADOPTED by the Board of Directors at a regular meeting held on May 15, 2024, by the following vote:

Ayes:

Nos:

Absent:

\* \* \* \*

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of East Bay Innovation Academy, a California nonprofit public benefit corporation; that this resolution is true and correct as written and was duly adopted by the Board at a regular meeting held on May 15, 2024.

---

Kelly Garcia, EBIA Board Secretary

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Miranda Thorman , EBIA Executive Director

# Coversheet

## EBIA Year to Date Finance Review and Related Board Actions

**Section:** III. Finance Update  
**Item:** A. EBIA Year to Date Finance Review and Related Board Actions  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** EBIA-May BOD Meeting Packet-JW-20240513.pdf

# East Bay Innovation Academy Board Financial Update

JESSIKA WELCOME & BRYCE FLEMING  
MAY 15, 2024







# Contents

- 1. Enrollment & Attrition**
  
- 2. 2024-25 Draft Budget**
  - A. May Revise Highlights
  - B. Updated Revenue Assumptions
  - C. Draft Budget Comparison
  - D. Budget Summary
  
- 3. Exhibits**
  - A. Budget Draft and MYP

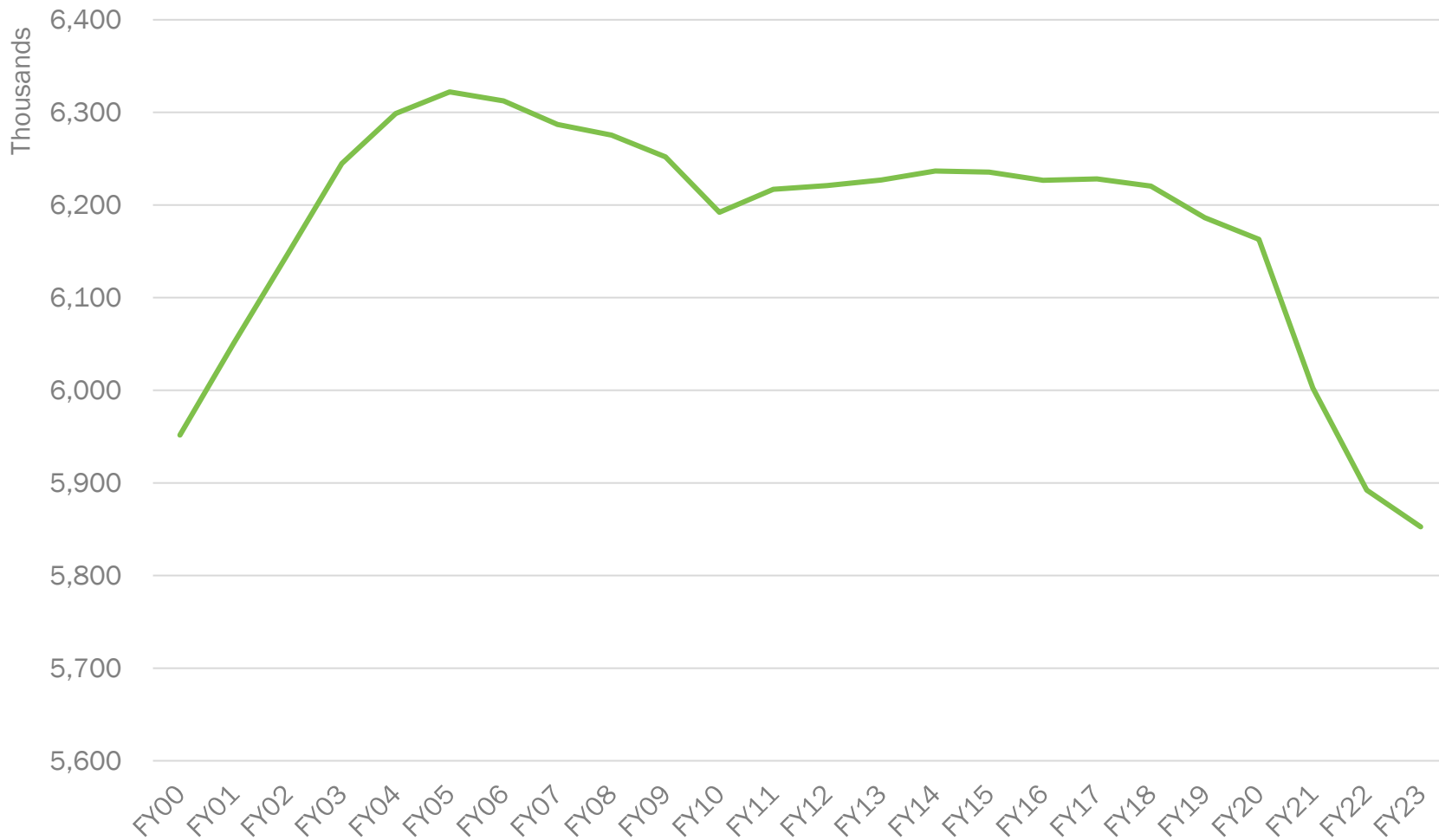
# Enrollment & Attrition





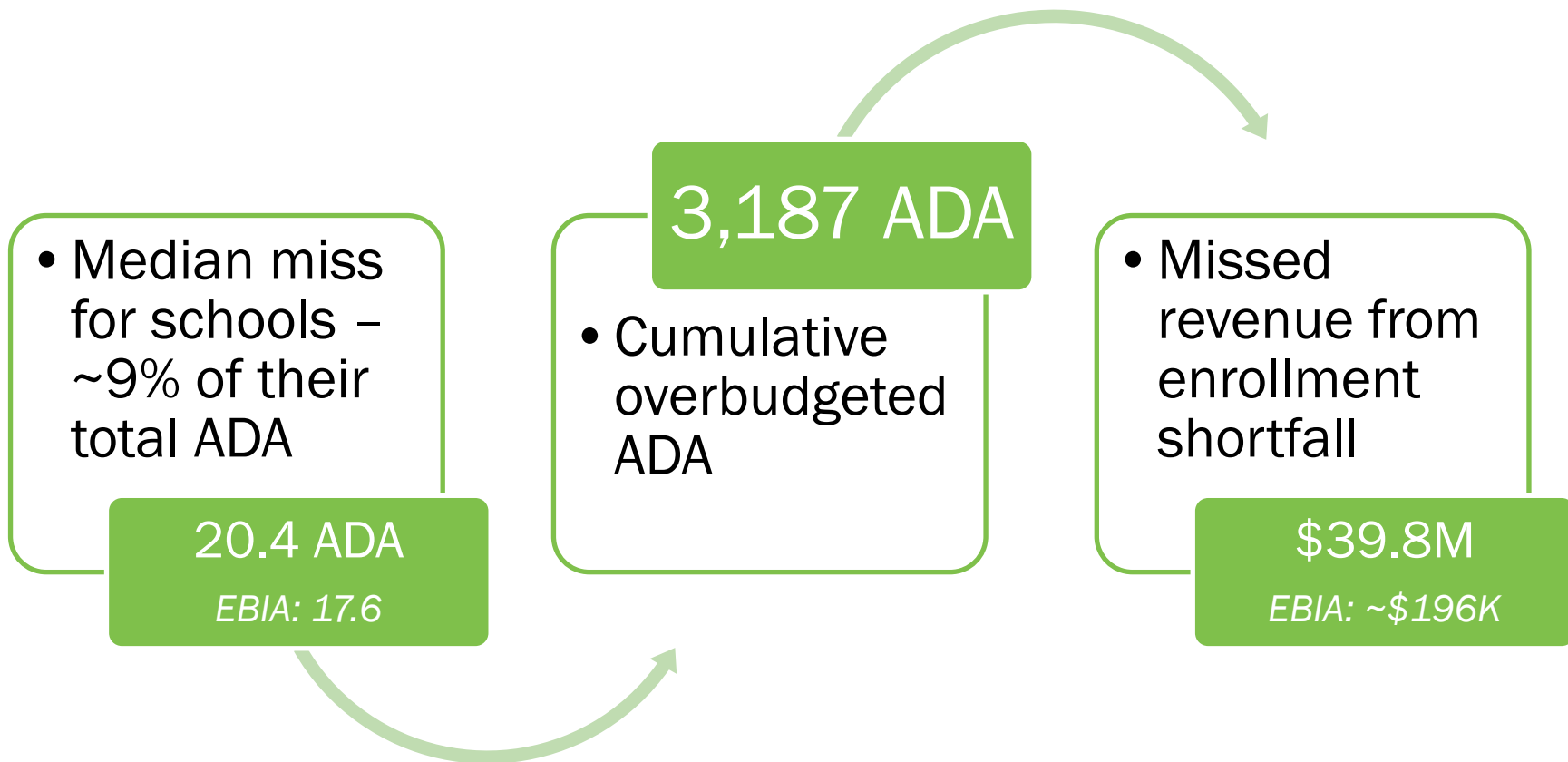
# Declining Enrollment in CA

**Schools have used one-time funds to backfill for enrollment shortfalls**



# Enrollment Target Shortfalls

**84% of EdTec clients overestimated their ADA in FY23 from budget to P2**



# Enrollment by Cohort



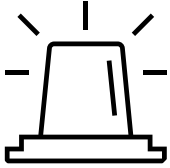
**Enrollment drop between Grades 8 & 9 averages 37%**

Year	6th	7th	8th	9th	10th	11th	12th	TOTAL
2014-15	137	79	0	0	0	0	0	216
2015-16	116	132	96	0	0	0	0	344
2016-17	117	116	129	57	0	0	0	419
2017-18	124	121	119	83	50	0	0	497
2018-19	113	124	124	87	70	44	0	562
<b>2019-20</b>	135	121	110	78	78	62	36	<b>620</b>
<b>2020-21</b>	110	128	123	63	76	64	66	<b>630</b>
<b>2021-22</b>	97	108	112	68	46	70	62	<b>563</b>
<b>2022-23</b>	77	110	105	77	60	37	67	<b>533</b>
<b>2023-24</b>	94	80	108	61	78	53	33	<b>507</b>

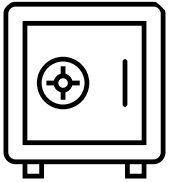
# 2024-25 Draft Budget



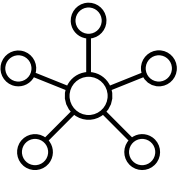
# May Revise Highlights



1.07% COLA (up from .76%)



COLA extends to SpEd, Nutrition, MBG, Equity Multiplier, and more



Increased COLA adds ~\$50/ADA



No deferrals



# Updated Revenue Assumptions

2024-25 Revenue Drivers	Updated Budget	Previous Budget
Enrollment	528	538
ADA (95%)	501.60	511.10
Unduplicated Count	222	226
COLA	1.07%	.76%

Funding Sources	2024-25	2024-25
<b>LCFF</b>		
Rate Per ADA	\$12,324	\$12,261
<b>Federal Revenue</b>		
SPED Per ADA	\$130	\$130
Title I	\$64,077	\$64,077
Title II	\$8,281	\$8,281
Title IV	\$10,000	\$10,000
<b>Other State Revenues</b>		
SPED Per ADA	\$966	\$945
Lottery per ADA	\$249	\$249
One Time Funds per PY ADA	\$60	\$59
Mandate per PY ADA	\$20/\$55	\$20/\$55
<b>Local Revenue/ Fundraising</b>		
Measure N	\$300,133	\$300,133
Other Local	\$173,281	\$173,281
Fundraising	\$143,100	\$143,100



# Draft Budget Comparison

		2024-25	2024-25	Difference
		Updated Draft Budget	Previous Draft Budget	
Revenue	LCFF Entitlement	6,181,844	6,266,447	(84,603)
	Federal Revenue	190,748	191,569	(821)
	Other State Revenues	1,133,563	1,133,375	188
	Local Revenues	473,524	473,414	110
	Fundraising and Grants	143,100	143,100	-
	<b>Total Revenue</b>	<b>8,122,779</b>	<b>8,207,905</b>	<b>(85,126)</b>
Expenses	Comp and Benefits	5,544,641	5,547,234	(2,593)
	Books and Supplies	481,881	485,556	(3,675)
	Services and Other Ops	2,031,306	1,981,197	50,109
	Depreciation	-	-	-
	Other Outflows	-	-	-
	<b>Total Expenses</b>	<b>8,057,828</b>	<b>8,013,986</b>	<b>43,842</b>
	<b>Operating Income</b>	<b>64,951</b>	<b>193,919</b>	<b>(128,968)</b>
	Beginning Balance (Audited)	1,929,420	1,929,420	
	Operating Income	64,951	193,919	(128,968)
	<b>Ending Fund Balance (incl. Depreciation)</b>	<b>1,994,371</b>	<b>2,123,339</b>	<b>(128,968)</b>
	<b>Ending Fund Balance as % of Expenses</b>	<b>24.75%</b>	<b>26.50%</b>	<b>-6.58%</b>

# Budget Summary

		2023-24	2024-25	2025-26	2026-27
		<b>Current Forecast</b>	<b>Projected Budget</b>	<b>Projected Budget</b>	<b>Projected Budget</b>
Revenue	LCFF Entitlement	5,766,183	6,181,844	6,786,867	6,997,815
	Federal Revenue	317,735	190,748	198,398	203,980
	Other State Revenues	1,931,343	1,133,563	1,153,545	1,184,789
	Local Revenues	527,569	473,524	473,524	473,524
	Fundraising and Grants	180,561	143,100	143,100	143,100
	<b>Total Revenue</b>	<b>8,723,390</b>	<b>8,122,778</b>	<b>8,755,433</b>	<b>9,003,207</b>
Expenses	Comp and Benefits	5,756,702	5,544,641	5,833,819	6,026,894
	Books and Supplies	357,142	481,881	508,449	523,703
	Services and Other Ops	2,761,906	2,031,306	2,097,875	2,086,568
	Depreciation	-	-	-	-
	Other Outflows	-	-	-	-
	<b>Total Expenses</b>	<b>8,875,750</b>	<b>8,057,828</b>	<b>8,440,143</b>	<b>8,637,165</b>
	<b>Operating Income</b>	<b>(152,360)</b>	<b>64,950</b>	<b>315,290</b>	<b>366,042</b>
	Beginning Balance (Audited)	2,083,361	1,931,001	1,995,951	2,311,242
	Operating Income	(152,360)	64,950	315,290	366,042
<b>Ending Fund Balance (incl. Depreciation)</b>		<b>1,931,001</b>	<b>1,995,951</b>	<b>2,311,242</b>	<b>2,677,284</b>
<b>Ending Fund Balance as % of Expenses</b>		<b>21.75%</b>	<b>24.77%</b>	<b>27.38%</b>	<b>31.00%</b>

**East Bay Innovation Academy**  
**Multi-year Projection**  
**As of Apr FY2024**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>
<b>SUMMARY</b>				
<b>Revenue</b>				
LCFF Entitlement	5,766,183	6,181,844	6,786,867	6,997,815
Federal Revenue	317,735	190,748	198,398	203,980
Other State Revenues	1,931,343	1,133,563	1,153,545	1,184,789
Local Revenues	527,569	473,524	473,524	473,524
Fundraising and Grants	180,561	143,100	143,100	143,100
<b>Total Revenue</b>	<b>8,723,390</b>	<b>8,122,778</b>	<b>8,755,433</b>	<b>9,003,207</b>
<b>Expenses</b>				
Compensation and Benefits	5,756,702	5,544,641	5,833,819	6,026,894
Books and Supplies	357,142	481,881	508,449	523,703
Services and Other Operating Expenditures	2,761,906	2,031,306	2,097,875	2,086,568
Depreciation	-	-	-	-
Other Outflows	-	-	-	-
<b>Total Expenses</b>	<b>8,875,750</b>	<b>8,057,828</b>	<b>8,440,143</b>	<b>8,637,165</b>
<b>Operating Income</b>	<b>(152,360)</b>	<b>64,950</b>	<b>315,290</b>	<b>366,042</b>
<b>Fund Balance</b>				
Beginning Balance (Unaudited)	1,953,558	1,931,001	1,995,951	2,311,241
Audit Adjustment	129,803			
Beginning Balance (Audited)	2,083,361	1,931,001	1,995,951	2,311,241
Operating Income	(152,360)	64,950	315,290	366,042
<b>Ending Fund Balance</b>	<b>1,931,001</b>	<b>1,995,951</b>	<b>2,311,241</b>	<b>2,677,283</b>
<b>Total Revenue Per ADA</b>	<b>18,125</b>	<b>16,194</b>	<b>16,458</b>	<b>16,923</b>
<b>Total Expenses Per ADA</b>	<b>18,441</b>	<b>16,064</b>	<b>15,865</b>	<b>16,235</b>
<b>Operating Income Per ADA</b>	<b>(317)</b>	<b>129</b>	<b>593</b>	<b>688</b>
<b>Fund Balance as a % of Expenses</b>	<b>22%</b>	<b>25%</b>	<b>27%</b>	<b>31%</b>

**East Bay Innovation Academy**  
**Multi-year Projection**  
**As of Apr FY2024**

	<b>Year 1</b> <b>2023-24</b>	<b>Year 2</b> <b>2024-25</b>	<b>Year 3</b> <b>2025-26</b>	<b>Year 4</b> <b>2026-27</b>
<b>Key Assumptions</b>				
<b>Enrollment Breakdown</b>				
6	94	80	90	90
7	80	90	90	90
8	108	80	90	90
9	61	80	75	75
10	78	65	75	75
11	53	80	65	65
12	33	53	75	75
<b>Total Enrolled</b>	<b>507</b>	<b>528</b>	<b>560</b>	<b>560</b>
<b>ADA %</b>				
4-6	96.1%	95.0%	95.0%	95.0%
7-8	94.6%	95.0%	95.0%	95.0%
9-12	94.7%	95.0%	95.0%	95.0%
<b>Average ADA %</b>	<b>94.9%</b>	<b>95.0%</b>	<b>95.0%</b>	<b>95.0%</b>
<b>ADA</b>				
4-6	90	76	86	86
7-8	178	162	171	171
9-12	213	264	276	276
<b>Total ADA</b>	<b>481</b>	<b>502</b>	<b>532</b>	<b>532</b>
<b>Demographic Information</b>				
CALPADS Enrollment (for unduplicated % calc)	500	528	560	560
# Unduplicated (CALPADS)	210	222	235	235
# Free & Reduced Lunch (CALPADS)	193	204	216	216
# ELL (CALPADS)	45	48	51	51
New Students	-	28	32	-
<b>School Information</b>				
FTE's	51.9	48.6	49.6	49.6
Teachers	29	31	32	32
Certificated Pay Increases	5%	4%	3%	3%
Classified Pay Increases	3%	4%	3%	3%
# of school days	-	-	-	-
Default Expense Inflation Rate		3%	3%	3%

**East Bay Innovation Academy**  
**Multi-year Projection**  
**As of Apr FY2024**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>
<b>REVENUE</b>				
<b>LCFF Entitlement</b>				
8011 Charter Schools General Purpose Entitlement - State Aid	3,931,453	4,269,730	4,758,867	4,969,815
8012 Education Protection Account Entitlement	96,260	100,320	106,400	106,400
8096 Charter Schools in Lieu of Property Taxes	1,738,470	1,811,794	1,921,600	1,921,600
<b>SUBTOTAL - LCFF Entitlement</b>	<b>5,766,183</b>	<b>6,181,844</b>	<b>6,786,867</b>	<b>6,997,815</b>
<b>Federal Revenue</b>				
8181 Special Education - Entitlement	85,685	65,000	68,640	72,800
8220 Child Nutrition Programs	40,450	43,390	47,400	48,822
8291 Title I	64,077	64,077	64,077	64,077
8292 Title II	8,281	8,281	8,281	8,281
8294 Title IV	10,000	10,000	10,000	10,000
8297 PY Federal - Not Accrued	24,981	-	-	-
8299 All Other Federal Revenue	84,260	-	-	-
<b>SUBTOTAL - Federal Revenue</b>	<b>317,735</b>	<b>190,748</b>	<b>198,398</b>	<b>203,980</b>
<b>Other State Revenue</b>				
8319 Other State Apportionments - Prior Years	66,429	-	-	-
8381 Special Education - Entitlement (State)	452,503	445,567	471,706	471,706
8382 Special Education Reimbursement (State)	38,577	39,983	42,406	42,406
8520 Child Nutrition - State	74,772	80,205	87,618	90,247
8545 School Facilities Apportionments	287,449	261,472	268,610	276,964
8550 Mandated Cost Reimbursements	17,740	17,132	19,869	21,555
8560 State Lottery Revenue	125,172	130,451	138,358	138,358
8590 All Other State Revenue	750,077	30,000	-	-
8591 Prop 28 Arts & Music in Schools	68,624	70,386	74,342	78,819
8593 ELOP	50,000	58,366	50,636	64,734
<b>SUBTOTAL - Other State Revenue</b>	<b>1,931,343</b>	<b>1,133,563</b>	<b>1,153,545</b>	<b>1,184,789</b>
<b>Local Revenue</b>				
8660 Interest	4,200	4,200	4,200	4,200
8676 After School Program Revenue	42,840	50,000	50,000	50,000
8690 Other Local Revenue	86,396	36,396	36,396	36,396
8701 Oakland Measure N	300,133	300,133	300,133	300,133
8703 Oakland Measure G1	64,000	52,795	52,795	52,795
8704 Student Activities	30,000	30,000	30,000	30,000
<b>SUBTOTAL - Local Revenue</b>	<b>527,569</b>	<b>473,524</b>	<b>473,524</b>	<b>473,524</b>
<b>Fundraising and Grants</b>				
8801 Donations - Parents	45,000	45,000	45,000	45,000
8802 Donations - Private	125,561	88,100	88,100	88,100
8803 Fundraising	10,000	10,000	10,000	10,000
<b>SUBTOTAL - Fundraising and Grants</b>	<b>180,561</b>	<b>143,100</b>	<b>143,100</b>	<b>143,100</b>
<b>TOTAL REVENUE</b>	<b>8,723,390</b>	<b>8,122,778</b>	<b>8,755,433</b>	<b>9,003,207</b>

**East Bay Innovation Academy**  
**Multi-year Projection**  
**As of Apr FY2024**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>
<b>EXPENSES</b>				
<b>Compensation &amp; Benefits</b>				
<b>Certificated Salaries</b>				
1100 Teachers Salaries	2,160,347	2,193,563	2,259,370	2,327,151
1103 Teacher - Substitute Pay	62,628	7,500	7,725	7,957
1148 Teacher - Special Ed	319,403	322,284	331,952	341,911
1160 Counselor	192,581	219,004	315,574	325,042
1300 Certificated Supervisor & Administrator Salaries	473,701	344,498	354,833	365,478
1311 Certificated Principals & Directors	273,888	414,648	427,087	439,900
<b>SUBTOTAL - Certificated Salaries</b>	<b>3,482,547</b>	<b>3,501,498</b>	<b>3,696,542</b>	<b>3,807,439</b>
<b>Classified Salaries</b>				
2104 Classified Instructional Aides	372,806	281,082	289,514	298,199
2300 Classified Supervisor & Administrator Salaries	527,149	397,836	409,771	422,065
2400 Classified Clerical & Office Salaries	50,669	52,696	54,276	55,905
2402 Classified Operations	129,375	142,600	146,878	151,284
2928 Other Classified - Food	30,342	31,556	32,503	33,478
<b>SUBTOTAL - Classified Salaries</b>	<b>1,110,342</b>	<b>905,770</b>	<b>932,943</b>	<b>960,931</b>
<b>Employee Benefits</b>				
3100 STRS	618,551	608,096	626,339	645,129
3300 OASDI-Medicare-Alternative	150,570	139,764	150,842	155,367
3400 Health & Welfare Benefits	331,264	328,396	363,319	392,384
3500 Unemployment Insurance	16,802	14,994	15,652	16,016
3600 Workers Comp Insurance	34,447	33,055	34,721	35,763
3900 Other Employee Benefits	12,180	13,070	13,462	13,866
<b>SUBTOTAL - Employee Benefits</b>	<b>1,163,814</b>	<b>1,137,374</b>	<b>1,204,334</b>	<b>1,258,524</b>
<b>Books &amp; Supplies</b>				
4100 Approved Textbooks & Core Curricula Materials	7,605	-	-	-
4200 Books & Other Reference Materials	5,000	5,150	5,305	5,464
4300 Materials & Supplies	8,874	26,312	27,101	27,914
4320 Educational Software	66,776	62,017	63,877	65,794
4330 Office Supplies	21,000	21,630	22,279	22,947
4352 Quest - After School	23,950	128,400	132,252	136,220
4353 Student Activities	10,000	10,300	10,609	10,927
4410 Classroom Furniture, Equipment & Supplies	7,755	7,988	8,227	8,474
4420 Computers: individual items less than \$5k	58,305	62,542	68,322	70,372
4423 Staff Computers	10,200	10,506	10,821	11,146
4430 Non Classroom Related Furniture, Equipment & Supplies	5,100	5,253	5,411	5,573
4710 Student Food Services	122,577	131,484	143,636	147,945
4720 Other Food	10,000	10,300	10,609	10,927
<b>SUBTOTAL - Books and Supplies</b>	<b>357,142</b>	<b>481,881</b>	<b>508,449</b>	<b>523,703</b>
<b>Services &amp; Other Operating Expenses</b>				
5210 Conference Fees	17,240	17,240	17,240	17,240
5220 Travel and Lodging	8,670	8,670	8,670	8,670
5300 Dues & Memberships	25,000	25,750	26,523	27,318
5450 Insurance - Other	84,244	86,771	89,374	92,056
5515 Janitorial, Gardening Services & Supplies	156,750	161,453	166,296	171,285
5535 Utilities - All Utilities	91,200	93,936	96,754	99,657
5610 Rent	385,000	450,000	463,500	477,405
5611 Prop 39 Related Costs	153,323	157,923	162,660	167,540
5615 Repairs and Maintenance - Building	30,600	31,518	32,464	33,437
5803 Accounting Fees	24,628	18,525	19,515	20,565

**East Bay Innovation Academy**  
**Multi-year Projection**  
**As of Apr FY2024**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>
5809 Banking Fees	2,550	2,627	2,705	2,786
5810 Intersession	49,428	5,000	5,150	5,305
5812 Business Services	157,229	175,000	180,250	185,658
5815 Consultants - Instructional	62,500	40,750	41,973	43,232
5820 Consultants - Non Instructional - Custom 1	9,000	-	-	-
5824 District Oversight Fees	57,662	63,673	72,002	76,467
5830 Field Trips Expenses	10,000	10,300	10,609	10,927
5836 Fingerprinting	2,116	2,043	2,148	2,212
5839 Fundraising Expenses	2,000	2,060	2,122	2,185
5845 Legal Fees	179,560	81,947	84,405	86,937
5851 Marketing and Student Recruiting	20,000	19,761	20,353	20,964
5857 Payroll Fees	6,120	6,304	6,493	6,687
5861 Prior Yr Exp (not accrued)	33,448	-	-	-
5863 Professional Development	40,000	41,200	42,436	43,709
5864 Credentialing Support	30,000	30,900	31,827	32,782
5865 Contracted Education Services - Student	51,970	74,015	74,015	-
5866 SPED MH Day/NPS Services	96,800	-	-	-
5869 Special Education Contract Instructors	130,000	133,900	137,917	142,055
5872 Special Education Encroachment	14,230	14,657	15,097	15,550
5874 Sports	16,320	16,810	17,314	17,833
5875 Staff Recruiting	45,153	7,354	7,575	7,802
5877 Student Activities	15,000	15,450	15,914	16,391
5878 Student Assessment	25,857	27,736	30,299	31,208
5880 Student Health Services	10,200	10,506	10,821	11,146
5881 Student Information System	47,336	48,756	50,219	51,725
5884 Substitutes	566,677	50,000	51,500	53,045
5887 Technology Services	70,355	64,020	65,940	67,918
5900 Communications	29,241	30,119	31,022	31,953
5915 Postage and Delivery	4,500	4,635	4,774	4,917
<b>SUBTOTAL - Services &amp; Other Operating Exp.</b>	<b>2,761,906</b>	<b>2,031,306</b>	<b>2,097,875</b>	<b>2,086,568</b>
<b>Depreciation Expense</b>				
<b>SUBTOTAL - Depreciation Expense</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Outflows</b>				
<b>SUBTOTAL - Other Outflows</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENSES</b>	<b>8,875,750</b>	<b>8,057,828</b>	<b>8,440,143</b>	<b>8,637,165</b>

# Coversheet

## Executive Directors Report

**Section:** IV. Academic Excellence  
**Item:** A. Executive Directors Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Executive Director Board Report 5.15.24.pdf





# Executive Director Report 5.15.24

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1

# Hiring Updates



# Hiring Updates

- New Principal: William Kim
- Upper School
  - New ELA
  - New Math
  - New Math/Computer Science
  - Still hiring .5 PE
- Lower School
  - New Math
  - Still hiring .5 PE/6th Elective



2

# Enrollment Updates



3

# End of Year Events



# ▶ End of Year Events

- AP Exams - May 6-17
- Capstone
  - LS Expo - May 24, 2-3pm
  - Senior Defense - week of May 20
  - Senior Symposium - May 21, 5-7pm
  - US Expo - May 29, 9am
- 8th-grade Promotion - May 30, 4-6pm
- 12th-grade Graduation - May 31, 2-4pm



3

# Summer Planning



# Summer Planning

- Student Summer Programming
  - ELOP program for rising 7th-grade: June 3-28
  - High School Credit Recovery: June 10-July 3
  - Hands on Tech Summer Camp: July 8-19
- Leadership Team Summer Goals
  - School culture plan updates, PBIS planning
  - Year-long student and family event planning
  - Staff PD/Coaching/PLC Planning
  - 24-25 Goal Setting
  - Plan for strategic planning process





# Coversheet

## LCAP Draft Public Feedback

**Section:** IV. Academic Excellence  
**Item:** B. LCAP Draft Public Feedback  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** LCAP Draft Public Presentation May 2024.pdf



# LCAP Draft Public Presentation

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1

# Goal One

All students are engaged in high quality, rigorous curriculum and instruction that meets them where they are and supports them to achieve their goals.



# Goal One Actions Highlights

- High quality Tier One instruction for all students
  - Instructional Coach Position
  - Strong hiring practices
  - Professional Development and Professional Learning Communities (PLCs)
- High quality, grade-level appropriate curriculum
  - New Math curriculum implementation for 6-8 grades
  - Vertical alignment work
- Tier 2 and 3 support in literacy and numeracy
  - ILT focus: Lexia and Zearn
  - Full inclusion Special Education model



# Goal One Actions Highlights

- Support all students to graduate A-G eligible, with support to enroll in college and/or pursue the career path of their choice
  - Continue to implement CTE Pathway pursue Gold Standard CTE Certification by fully integrating our Pathway into our 9-12 courses and projects
  - Provide additional support for Students with Disabilities in their CTE courses with an additional Instructional Aide position.
  - Maintain our AP for all program by continuing to support teachers with AP training and look to expand our AP offerings.
  - Increase our dual enrollment opportunities and support for students in dual enrollment courses with a support staff member.
  - New personalized learning plan tracking system



# Goal One Key Metrics



- % full credentialed, properly assigned teachers
- CAASPP ELA/Math scores and growth
  - With specific targets for sub groups
- NWEA MAP ELA/Math growth
- Graduation Rate/% A-G eligible
- % graduates accepted to 4-year college
- % students meeting “Prepared” criteria for college/career readiness
- % CTE Pathway completion
- # AP course offered/AP exam scores above 3
- # Dual Enrollment courses offered



2

# Goal Two

Build and sustain a positive school culture that supports a strong culture of learning both in and out of the classroom.



# Goal Two Action Highlights

- Positive school culture with strong restorative practices
  - Dedicated school culture staff
  - Comprehensive and inclusive student activity event planning
- Create and implement PBIS structure
  - Create new, cohesive PBIS structure 6-12
  - Implement new custom referral system
- Support student mental health and social emotional learning
  - Increased mental health funding (mental health intern)
  - Continue to develop SEL/Advisory program





# ▶ Goal Two Action Highlights

- Provide high quality after school enrichment opportunities for all students
  - Updated 6-8 afterschool program with Hands on Tech
  - New afterschool program for 9-12 students including peer tutoring, credit recovery opportunities, SAT prep classes, and arts and sports clubs



# Goal Two Key Metrics



- Chronic Absentee Rates
- Suspension Rates
  - Including specific sub-groups
- ADA percentage
- Panorama School Culture survey results for students, staff and families
- % family responses to school culture surveys
- % parents/guardians attending two student-led conferences annually
- Staff workplace engagement survey results



3

# Goal Three

Maintain strong and sustainable operational, technology, and financial models to support enrollment, attendance, family communication, and student engagement.



# ▶ Goal Three Action Highlights

- Maintain strong school operational staffing and systems to support student attendance, enrollment, and engagement
- Provide technology to students and staff to support learning
- Maintain and improve facilities and learning spaces to support student learning and engagement
- Increase family engagement and maintain strong communication



# Goal Three Key Metrics



- Facilities Inspection Tool rating
- ParentSquare metrics
- % of Students who stay enrolled at EBIA from June to June
- % of 8th graders who matriculate into 9th grade at EBIA
- Clean audit
- Chromebook access
- Attendance at family events

