



Oakland Military Institute, College Preparatory Academy

Regular Board Meeting

Published on November 23, 2022 at 11:34 AM PST

Date and Time

Thursday June 9, 2022 at 3:30 PM PDT

Location

Join Zoom Meeting [https://omiacademy.zoom.us/j/94479587306?
pwd=K2Z1SnFJclN5cVRaaE5lMlIMK3ZGQT09](https://omiacademy.zoom.us/j/94479587306?pwd=K2Z1SnFJclN5cVRaaE5lMlIMK3ZGQT09)

Meeting ID: 944 7958 7306

Passcode: 661813

or

Dial (669) 900-6833

Meeting ID: 944 7958 7306

Passcode: 661813

Find your local number: [https://omiacademy.zoom.us/j/94479587306?
pwd=K2Z1SnFJclN5cVRaaE5lMlIMK3ZGQT09](https://omiacademy.zoom.us/j/94479587306?pwd=K2Z1SnFJclN5cVRaaE5lMlIMK3ZGQT09)

MODIFIED MEETING PROCEDURES DURING COVID-19 (CORONAVIRUS)

PANDEMIC: As per Executive Order N-29-20 from Governor Newsom, Oakland Military Institute's Board Meetings will move to a virtual/teleconferencing environment using Zoom. The purpose of the Governor's executive order is to control the spread of Coronavirus (COVID-19) and to reduce and minimize the risk of infection by "limiting attendance at public assemblies, conferences, or other mass events." The intent is not to limit public participation, but rather to protect public health by following the Governor's Stay at Home executive order and the Alameda County's Shelter in Place order.

Agenda

	Purpose	Presenter	Time
I. Opening Items			3:30 PM
A. Roll Call			
B. Call the Meeting to Order			
CALL TO ORDER: The Chairman of the Governing Board of Directors will call the Oakland Military Institute College Preparatory Academy meeting to order at 3:30 PM, or as soon thereafter as possible.			
C. Public Comment			
INVITATION TO ADDRESS THE BOARD: Non-agenda and Closed Session items. Summary: Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference and/or telephone call on Zoom. A quorum of the board will be participating by videoconference or telephone call in accordance with Executive Order N-29-20. To address the Board, members of the public must access the meeting via Zoom (refer to instructions above under Location). Those requesting to address the Board will have a total of two (2) minutes. If anyone has any questions or concerns please contact the Administrative Assistant Ms. Kristie Briseno at kbriseno@omiacademy.org			
D. Ordering of the Agenda			
II. Approval of Consent Items			
A. Minutes of May 12, 2022 Regular Meeting	Approve Minutes	Kristie Briseno	
B. Personnel Report	Vote	Kathryn Wong	
C. New Contracts	Vote		
D. 2022-23 Board Meeting Dates	Vote		
III. Superintendent's Update			
Superintendent Dr. Dodson will provide the OMI Board an update on the following items:			
<ul style="list-style-type: none"> • Summer School • End of the Year Report 			
IV. Information/Discussion Items			
A. 2022-23 Budget Update	FYI		
V. Public Hearing			
A. OMI 2022-2023 Local Control Accountability Plan (LCAP)			
<i>The Oakland Military Institute College Preparatory Academy will conduct a Public Hearing regarding the Local Control Accountability Plan.</i>			

	Purpose	Presenter	Time
VI. Action Items			
A. Approve the Education Protection Account (EPA) Expenditure Summary	Vote	Vincent Salazar	
B. Approve Teacher Salary Schedule (Revised)	Vote		
C. Approve Resolution on Authorizing Use of Remote Teleconferencing Provisions (AB 361)			
VII. Board Member Comments			
VIII. Closing Items			
A. Adjourn to Closed Session	Discuss		
Public Employee Performance Evaluation Pursuant to Government Code 54954.2			
• Superintendent's Evaluation			
B. Reconvene to Open Session	FYI		
Announcement of Actions Taken In Closed Session.			
C. Adjourn Meeting	Vote		

Coversheet

Minutes of May 12, 2022 Regular Meeting

Section: II. Approval of Consent Items
Item: A. Minutes of May 12, 2022 Regular Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on May 12, 2022

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on May 12, 2022.

RECOMMENDATION:

The OMI Board of Directors approve the attached minutes for the Regular Board Meeting held on May 12, 2022.

APPROVED



Oakland Military Institute, College Preparatory Academy

Minutes

Regular Board Meeting

Date and Time

Thursday May 12, 2022 at 3:30 PM

Location

Topic: Regular Board Meeting

Time: May 12, 2022 03:30 PM

Join Zoom Meeting

<https://omiacademy.zoom.us/j/92374828682?pwd=a3FiOXhCcVRBMnI0ZklvUnlGcEcvZz09>

Meeting ID: 923 7482 8682

Passcode: 215375

Or dial:

(669) 900-6833

Meeting ID: 923 7482 8682

Passcode: 215375

MODIFIED MEETING PROCEDURES DURING COVID-19 (CORONAVIRUS) PANDEMIC: As per Executive Order N-29-20 from Governor Newsom, Oakland Military Institute's Board Meetings will move to a virtual/teleconferencing environment using Zoom. The purpose of the Governor's executive order is to control the spread of Coronavirus (COVID-19) and to reduce and minimize the risk of infection by "limiting attendance at public assemblies, conferences, or other mass events." The intent is not to limit public participation, but rather to protect public health by following the Governor's Stay at Home executive order and the Alameda County's Shelter in Place order.

Directors Present

D. Baldwin (remote), D. Clisham (remote), J. Breckenridge (remote), J. Brown (remote), J. Gabrielli (remote)

Directors Absent

J. Wire

Guests Present

16 guests joined via Zoom (remote), Jose Vargas, K. Briseno, K. Wong, M. Dodson, Shawna Lipsey, Thomas James, V. Salazar

I. Opening Items

A. Roll Call

B. Call the Meeting to Order

J. Brown called a meeting of the board of directors of Oakland Military Institute, College Preparatory Academy to order on Thursday May 12, 2022 at 3:33 PM.

C. Public Comment

Ms. Maryann Michalowski believes Mr. Marc Mares is an excellent choice to be the new board member. He has an outstanding resume and OMI students have shared great things about him. However it would be ideal to have another woman board member given that 50% of the students and more than 50% of the staff at OMI are female.

Mr. Victor Prado shared that OMI just finished state testing. He suggests that test scores could significantly improve if OMI followed through with discipline protocols such as suspensions or dismissals if needed.

D. Ordering of the Agenda

J. Gabrielli made a motion to adopt the ordering of the agenda.

J. Breckenridge seconded the motion.

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

Roll Call

D. Baldwin	Aye
J. Wire	Absent
D. Clisham	Aye
J. Breckenridge	Aye
J. Brown	Aye
J. Gabrielli	Aye

II. Approval of Consent Items

A. Minutes of April 14, 2022 Regular Meeting

J. Breckenridge made a motion to approve the minutes from Regular Board Meeting on 04-14-22.

D. Baldwin seconded the motion.

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

Roll Call

J. Brown	Aye
J. Gabrielli	Aye
J. Breckenridge	Aye
D. Clisham	Aye
J. Wire	Absent
D. Baldwin	Aye

B. OMI Bank Account Activity (April 1, 2022 - April 30, 2022)

J. Breckenridge made a motion to approve the bank account activity from April 1, 2022 - April 30, 2022.

D. Baldwin seconded the motion.

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

Roll Call

D. Baldwin	Aye
D. Clisham	Aye
J. Wire	Absent
J. Breckenridge	Aye
J. Gabrielli	Aye
J. Brown	Aye

C. Personnel Report

J. Breckenridge made a motion to approve all personnel changes.

D. Baldwin seconded the motion.

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

Roll Call

J. Brown	Aye
D. Baldwin	Aye
J. Breckenridge	Aye
J. Wire	Absent
J. Gabrielli	Aye
D. Clisham	Aye

D. 2022-23 Academic Calendar

J. Breckenridge made a motion to approve the 2022-23 Academic Calendar.

D. Baldwin seconded the motion.

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

Roll Call

D. Baldwin Aye

D. Clisham Aye

J. Wire Absent

J. Brown Aye

J. Gabrielli Aye

J. Breckenridge Aye

III. Superintendent's Update

A. Summer School Plan

Superintendent Dr. Dodson presented the 2022 Summer School Plan. OMI is expecting 155 students to attend summer school.

IV. Information/Discussion Items

A. OMI Improvement Committee Update

The OMI Improvement Committee consists of OMI military staff and teachers. They presented a slide deck with some of the needs/areas that need improvement at OMI.

Gov. Brown requested they be more specific and present a solution or recommendation.

B. Cashflow Update

LTC Salazar presented the updated cashflow report. OMI is still on track and actually the cash was picking up however there was some revenue that we have deferred.

C. Presentation of 2022-23 Preliminary Budget

Ms. Erin Lillibridge presented the Fiscal Year 2022-2023 OMI Preliminary Budget. The final OMI Budget will be presented in June to reflect changes, as needed, with the Governor's May Revision proposal.

D. 2022-23 Board Meeting Dates DRAFT

There was no discussion. The dates will be go up for approval at the June board meeting.

V. Action Items

A. Approve IRS Form 990 & CA Tax Return

J. Breckenridge made a motion to approve the IRS Form 990 & CA Tax Return.

J. Gabrielli seconded the motion.

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

Roll Call

J. Breckenridge	Aye
D. Baldwin	Aye
J. Wire	Absent
J. Brown	Aye
J. Gabrielli	Aye
D. Clisham	Aye

B. Appoint Governing Board Member to Vacant Board Position

J. Breckenridge made a motion to approve Marc Mares to the vacant board position.

D. Clisham seconded the motion.

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

Roll Call

J. Brown	Aye
D. Baldwin	Aye
J. Breckenridge	Aye
J. Gabrielli	Aye
D. Clisham	Aye
J. Wire	Absent

C. Approve Governing Board Member Terms

J. Breckenridge made a motion to approve the governing Board Member terms.

J. Gabrielli seconded the motion.

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

Roll Call

D. Baldwin	Aye
J. Brown	Aye
J. Breckenridge	Aye
J. Wire	Absent
D. Clisham	Aye
J. Gabrielli	Aye

D. Approve Appointment of Board Officers

J. Breckenridge made a motion to approve the appointment of Board Officers.

J. Gabrielli seconded the motion.

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

Roll Call

J. Brown	Aye
J. Gabrielli	Aye
D. Clisham	Aye
J. Breckenridge	Aye
J. Wire	Absent

Roll Call

D. Baldwin Aye

E. Approve Resolution on Authorizing Use of Remote Teleconferencing Provisions (AB 361)

J. Gabrielli made a motion to approve the Resolution on Authorizing Use of Remote Teleconferencing Provisions.

J. Breckenridge seconded the motion.

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

Roll Call

J. Wire Absent

J. Gabrielli Aye

J. Breckenridge Aye

D. Clisham Aye

J. Brown Aye

D. Baldwin Aye

VI. Closing Items

A. Adjourn to Closed Session

Public Employee Performance Evaluation Pursuant to Government Code 54954.2

a. Superintendent's Evaluation

The OMI Board of Directors adjourned to Closed Session at 5:07 PM

B. Reconvene to Open Session

The OMI Board of Directors reconvened from Closed Session at 5:58 PM No action was required.

C. Adjourn Meeting

D. Baldwin made a motion to adjourn the meeting.

J. Breckenridge seconded the motion.

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

Roll Call

D. Clisham Aye

J. Wire Absent

D. Baldwin Aye

J. Brown Aye

J. Gabrielli Aye

J. Breckenridge Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:03 PM.

Respectfully Submitted,
J. Brown

Coversheet

Personnel Report

Section: II. Approval of Consent Items
Item: B. Personnel Report
Purpose: Vote
Submitted by:
Related Material: Staff Changes for June 1, 2022.xlsx - Sheet1.pdf

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy charter requires that the Board of Directors approve all personnel transactions based on the recommendation of the Superintendent. Please find attached all personnel changes since our last board meeting on May 12, 2022.

RECOMMENDATION:

The Superintendent recommends that the OMI Board approve the personnel report in the attached document.

Oakland Military Institute (OMI) College Preparatory Academy School Staff as of June 1, 2023		
New Hire:		
Last Name	First Name	Job Title Description
Hum	Steven	After School Tutor
Rivas	Nelly	Summer School Tutor
Transfers:		
Last Name	First Name	Job Title Description
Promotion:		
Last Name	First Name	Job Title Description
Separations:		
Last Name	First Name	Job Title Description
An	MinhYuk	After School Tutor
Kang	Ethan	After School Tutor
Kreamer	Armin	Middle School Math Teacher
Liao	Yu chi	College and Career Counselor
Rutsch	Jeff	ELD Teacher
Wagner	Aaron	After School Tutor
Yim	Danny	After School Tutor

Coversheet

New Contracts

Section: II. Approval of Consent Items

Item: C. New Contracts

Purpose: Vote

Submitted by:

Related Material:

Oakland Military Academy.BARR Agreement Contract.pdf

OMI AGREEMENT_FOR_LS SERVICES_2022-2023 (1).doc

FY2023 schoolAbility Services Agreement - CBO Support Services (CA_OMIA) DRAFT v20220601.pdf

BACKGROUND:

In accordance with the Fiscal Policies and Procedures Manual approved at its June 23, 2020 meeting, the OMI Board of Directors must approve all contracts for services over \$10,000.00.

Attached you will find:

- BARR Agreement
- LS Services Contract
- SchoolAbility Contract

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the attached contracts over \$10,000 during the time period of June 1, 2022 to June 31, 2022.

BARR SUBSCRIPTION AGREEMENT

THIS BARR SUBSCRIPTION AGREEMENT (this “Agreement”) is made and entered into as of May 26, 2022, by and between Hazelden Betty Ford Foundation, a Minnesota nonprofit corporation, with an address of 15251 Pleasant Valley Road, Center City, MN 55012 (“HAZELDEN BETTY FORD”) and **Oakland Military Institute College Preparatory Academy**, a district charter, with an address of **3877 Lusk St., Oakland, CA 94608** (“CLIENT”).

RECITALS

- A. HAZELDEN BETTY FORD offers and makes available to secondary schools subscription(s) for the implementation of the BARR Secondary Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from HAZELDEN BETTY FORD subscription(s) to the BARR Secondary Model, for implementation, at CLIENT’s school facility at **Oakland Military Institute College Preparatory Academy, 3877 Lusk St., Oakland, CA 94608**.

IN CONSIDERATION of the mutual promises and agreements set forth below, HAZELDEN BETTY FORD and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases subscription(s) to the BARR Secondary Model (“BARR Model”) on the terms set forth herein and on Exhibit A attached hereto (“Subscription” or “Subscriptions(s)”). HAZELDEN BETTY FORD shall perform the services (“Services”) and provide the materials (“BARR Materials”) identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. HAZELDEN BETTY FORD may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by HAZELDEN BETTY FORD.

2. Electronic Access to BARR Materials. The Subscription includes electronic access to the BARR Secondary Materials (“BARR Materials”) through the HAZELDEN online platform (“Online Platform”). HAZELDEN BETTY FORD hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Online Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial

purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the Online Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility, and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the Online Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of this Section 2. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the Online Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. HAZELDEN does not make any other representations or warranties with respect to the BARR Materials or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT (“Subscription Fee”) is set forth on Exhibit B attached hereto. HAZELDEN BETTY FORD will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt.

4. Ownership. HAZELDEN BETTY FORD or its licensors will be and remain the owner of the copyright in and to the BARR Materials. CLIENT acknowledges that the BARR Materials are protected by copyright and any intellectual property or materials created in the performance of this Agreement, and CLIENT shall not reproduce, distribute or display any of the BARR Materials in any format or media other than as expressly authorized by HAZELDEN BETTY FORD.

5. No Payment. No payment or other consideration was provided by HAZELDEN BETTY FORD to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. Insurance. At all times during the term of this Agreement, HAZELDEN BETTY FORD will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. Data; Survey Results. HAZELDEN BETTY FORD or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) HAZELDEN BETTY FORD shall not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate.

8. Records of Students of CLIENT. Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to HAZELDEN BETTY FORD.

9. Record Retention and Audits. HAZELDEN BETTY FORD will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, HAZELDEN BETTY FORD shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. HAZELDEN BETTY FORD warrants that it will comply fully with all applicable federal

immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. HAZELDEN BETTY FORD will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. HAZELDEN BETTY FORD will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. HAZELDEN BETTY FORD will obtain and provide background checks, including, without limitation, reference checks, screening and fingerprinting, for each employee assigned to perform Services. If any employee assigned by HAZELDEN BETTY FORD is unacceptable to CLIENT, HAZELDEN BETTY FORD will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit B attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, HAZELDEN BETTY FORD will immediately cease and direct any subcontractor of HAZELDEN BETTY FORD to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay HAZELDEN BETTY FORD, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD shall refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between HAZELDEN BETTY FORD and CLIENT. HAZELDEN BETTY FORD shall be deemed to be at all times an independent contractor of CLIENT. HAZELDEN BETTY FORD shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. HAZELDEN BETTY FORD shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. HAZELDEN BETTY FORD will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to HAZELDEN BETTY FORD hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD and its subcontractors and agents may refer to CLIENT as a CLIENT of HAZELDEN BETTY FORD and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use HAZELDEN BETTY FORD corporate name or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with HAZELDEN BETTY FORD.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

HAZELDEN BETTY FORD: General Counsel
Hazelden Betty Ford Foundation
15251 Pleasant Valley Road, PO Box 11
Mailstop FO3
Center City, MN 55012

If to CLIENT:

Name/Title: Shawna Lipsey, BARR Coordinator/Student Services Coordinator, Oakland Military Institute College Preparatory Academy
Address: 3877 Lusk St., Oakland, CA 94608
Email: slipsey@omiacademy.org
Phone: (510) 594-3968

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title: Vincent Salazar, CFO, Oakland Military Institute College Preparatory Academy
Address: 3877 Lusk St., Oakland, CA 94608
Email: vsalazar@omiacademy.org
Phone: (510) 594-3922

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations or duties hereunder without the prior written consent of the other party, except that HAZELDEN BETTY FORD may assign this Agreement in its entirety to any parent, subsidiary or related entity.

22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, HAZELDEN BETTY FORD and CLIENT have entered into this Agreement as of the date first above written.

HAZELDEN BETTY FORD FOUNDATION

Joseph Jaksha
Publisher

Date

CLIENT

Name: Dr. Michael Dodson
Title: Superintendent

Date

EXHIBIT A

BARR Model Services Provided

Year 1:

- Two days of training on BARR Model implementation
- Weekly virtual coaching
- Four coaching visits
- Four comprehensive implementation reports
- Annual report: school report generated through the BARR National Database reflecting progress in implementation, academic, and behavioral outcomes
- Annual survey and analysis of teacher perceptions
- Annual survey and analysis of student perceptions
- BARR Coordinators' Professional Learning Community monthly peer-sharing webinar
- BARR Administrators' Professional Learning Community quarterly peer-sharing webinar
- BARR Educator Network membership
- BARR Secondary Model Implementation Manual: 3 hard copies and DVD/CD-ROMs
- I-Time Curriculum (Volume I): 20 hard copy editions with 37 classroom lessons
- I-Time classroom lessons: online access to Volumes I-III with 100+ lessons
- Online access to video trainings for school staff: Block Meetings, Risk Review Meetings, and I-Time Activities
- Individualized school profile website
- BARR member rate for National Conference registration
- Access to BARR Center communications support to highlight individualized school impacts through press and social media outreach and presentation opportunities
- Access to BARR online resource portal

Year 2:

- Two days of additional training
- Weekly virtual coaching
- Three coaching visits
- Three comprehensive implementation reports
- Annual report: school report generated through the BARR National Database reflecting progress in implementation, academic, and behavioral outcomes
- Annual survey and analysis of teacher perceptions
- Annual survey and analysis of student perceptions
- BARR Coordinators' Professional Learning Community monthly peer-sharing webinar
- BARR Administrators' Professional Learning Community quarterly peer-sharing webinar
- BARR Educator Network membership
- Online access to BARR Secondary Model Implementation Manual
- I-Time classroom lessons: online access to Volumes I-III with 100+ lessons
- Online access to video trainings for school staff: Block Meetings, Risk Review Meetings, and I-Time Activities
- Individualized school profile website
- BARR member rate for National Conference registration
- Access to BARR Center communications support to highlight individualized school impacts through press and social media outreach and presentation opportunities

- Access to BARR online resource portal

Year 3:

- Two days of additional training
- Weekly virtual coaching
- Three coaching visits
- Three comprehensive implementation reports
- Annual report: school report generated through the BARR National Database reflecting progress in implementation, academic, and behavioral outcomes
- Annual survey and analysis of teacher perceptions
- Annual survey and analysis of student perceptions
- BARR Coordinators' Professional Learning Community monthly peer-sharing webinar
- BARR Administrators' Professional Learning Community quarterly peer-sharing webinar
- BARR Educator Network membership
- Online access to BARR Secondary Model Implementation Manual
- I-Time classroom lessons: online access to Volumes I-III with 100+ lessons
- Online access to video trainings for school staff: Block Meetings, Risk Review Meetings, and I-Time Activities
- Individualized school profile website
- BARR member rate for National Conference registration
- Access to BARR Center communications support to highlight individualized school impacts through press and social media outreach and presentation opportunities
- Access to BARR online resource portal

Please note: In-person training sessions are limited to a maximum of 60 participants. Virtual training sessions are limited to a maximum of 90 participants. Training participant groups in excess of these numbers may be subject to additional fees as outlined on Exhibit B.

EXHIBIT B**Subscription Fee for single secondary school Subscription: \$160,040.00****Term: Three school years****Year 1: May 26, 2022 – June 30, 2023****Year 2: July 1, 2023 – June 30, 2024****Year 3: July 1, 2024 – June 30, 2025**

Description of Service	Price Per School
Year 1	
BARR First Year Implementation Services	\$32,000.00
Building Assets Reducing Risks Complete Curriculum	\$2,000.00
Shipping Fee	\$40.00
BARR Service Delivery Fee Year 1	\$4,000.00
BARR Recurring Annual Services	\$16,666.67
	\$54,706.67
Year 2	
BARR Second Year Implementation Services	\$33,000.00
BARR Service Delivery Fee Year 2	\$3,000.00
BARR Recurring Annual Services	\$16,666.67
	\$52,666.67
Year 3	
BARR Third Year Implementation Services	\$33,000.00
BARR Service Delivery Fee Year 3	\$3,000.00
BARR Recurring Annual Services	\$16,666.66
	\$52,666.66
Total Fee Per School	\$160,040.00

Year 1 Services will be invoiced upon agreement effective date and services will begin immediately and continuously throughout the entire term of the agreement. Subsequent year fees will be invoiced on July 1st of each corresponding school year. For any in-person training session that exceeds the maximum participant numbers outlined within Exhibit A, an additional fee of \$3,000 will be applied to accommodate the required increase in training capacity to a maximum of 90 participants. Training groups in excess of 90 participants will be required to split into two training sessions and an additional fee of \$15,000 will be incurred. These additional fees will be invoiced upon training delivery separately from the annual subscription fees.

Version 12/15/2021

EXHIBIT C

CLIENT to provide tax exempt certificate (if applicable) and purchase order.

AGREEMENT FOR EDUCATIONAL CONSULTING SERVICES

This Agreement for Services (“**Agreement**”) is made on July 1, 2022, between the Oakland Military Institute (OMI) College Preparatory Academy (“**Client**”) and LS Services, LLC (“**Contractor**”).

RECITALS

- A. Client is a public charter school located in Alameda County.
- B. Contractor is a registered LLC in the state of California operating primarily out of Sacramento, CA and other counties within California.
- C. Client desires Contractor to assist with school with instructional and administrative coaching, strategic planning, and other miscellaneous educational related support.

AGREEMENT

NOW, THEREFORE, Contractor and Client agree as follows:

ARTICLE 1. TERM OF AGREEMENT

- 1.01 This Agreement will become effective on the date stated above and will continue in effect until the Services have been performed, unless sooner terminated as provided in Article 5.

ARTICLE 2. SERVICES

- 2.01 Contractor performance:

- a) The Contractor will be entitled to utilize the assistance of other education consultants as well but only with the permission of the client, if remuneration from the Client is required for such consultant services.
- b) The Contractor may have business relationships with other consultants and receive remuneration from such consultants, however, consultant will always work in the best interest of the client despite such relationships.

Method of Performing Services

- 2.02 Client shall have no right to, and shall not, control the manner or prescribe the method by which Services are performed by Contractor.

Status of Contractor

- 2.03 Contractor is an independent contractor and not the employee, agent, joint venturer, or partner of Client for any purpose whatsoever. Contractor shall be entirely and solely responsible for its acts and the acts of its employees, agents, and subcontractors in the performance of Services. This Agreement gives Contractor no power or authority to bind Client contractually with third parties.

No Withholding

- 2.04 Contractor will be responsible for paying all of Federal, State, municipal, or other taxes as are required by any law, regulation, or ruling. Contractor will also be responsible for all of statutorily required benefits, including workers' compensation insurance, for employees, agents and subcontractors, if any.

Indemnification

Contractor shall indemnify, defend and hold harmless the Client, its trustees, officers, employees, volunteers, authorizer, and agents from all claims, demands, actions, suits, losses, injuries, expenses (including attorneys' fees and court costs) arising out of or related to Contractor's use or occupancy of the Client's premises or the conduct of its business on or off of the Client's premises; provided, however, that Contractor shall have no obligation to indemnify, defend, or hold harmless the Client, its trustees, employees, volunteers, authorizer, and agents from any claims, demands, actions, suits, losses, injuries, expenses (including attorneys' fees and court costs), arising out of or related to the negligent or willful conduct of the Client, its trustees, employees, volunteers, authorizer, and agents or other entity or person not subject to the Contractor's control and supervision.

The Client shall indemnify, defend and hold harmless Contractor, its trustees, officers, employees, volunteers and agents from all claims, demands, actions, suits, losses, injuries, expenses (including attorneys' fees and court costs) arising out of or related to the Client's ownership, use or maintenance of the premises or the conduct of its business on or about the premises; provided, however, that Client shall have no obligation to indemnify, defend or hold harmless Contractor, its trustees, officers, employees, volunteers, and agents from any claims, demands, actions, suits, losses, injuries, expenses (including attorneys' fees and court costs), arising out of or related to the negligent or willful conduct of Contractor, its trustees, officers, employees, volunteers and agents or other entity or person not subject to the Client's control and supervision.

Nonexclusive Engagement

- 2.05 Contractor may, during the term of this Agreement, perform services for its own account or such other clients as Contractor, in Contractor's sole discretion, sees fit.

Contractor's Qualifications

- 2.06 Contractor represents that it has the qualifications and skills necessary to perform the Services in a competent, professional manner, without the advice or direction of Client, although direction from client will be welcome at all times.

Compliance with Law

- 2.07 Contractor represents that, in the performance of the Services, Contractor and his employees, agents and subcontractors shall act in material compliance with all applicable laws, rules and regulations.

ARTICLE 3. COMPENSATION AND EXPENSES

- 3.01 Client agrees to pay Contractor compensation as follows:
- Client will pay the fees outlined for services on page 6, Attachment A: Scope of Work.
 - Payment is due in full within 21 days of receipt of invoices.

- Client will reimburse Contractor for customary and reasonable expenses that Contractor incurs in performing Services. The term “customary and reasonable expenses” consists of reasonable postage and copying expenses related to the Project but only if needed or requested.
- Except as otherwise provided in the foregoing sentence, Contractor shall be responsible for all of Contractor’s expenditures related to the performance of Services including, but not limited to, the following: (a) license fees and professional associations membership fees and dues; (b) automobile and other travel; (c) entertainment and promotion; (d) professional conventions and meetings; (e) professional education courses and materials; and (f) all compensation attributable to any employees, agents or subcontractors engaged by Contractor.

ARTICLE 4. OBLIGATIONS OF CLIENT

- 4.01 In addition to Client’s other obligations hereunder, Client agrees to comply with all reasonable requests of Contractor for access to information and documents reasonably necessary to its performance of Services. Client is solely liable for all claims, liabilities, and damages and debts of any type whatsoever that may arise on account of Client’s acts or omissions, or those of its employees. Client hereby agrees to indemnify Contractor and hold Contractor, its employees, agents and subcontractors, free and harmless from and against any claim, loss or liability (including reasonable attorney’s fees) arising from or related solely to the acts or omissions of Client.

ARTICLE 5. TERMINATION OF AGREEMENT

Termination without Cause

- 5.01 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by simply giving written notice to the other party, with or without cause.

Termination on Occurrence of Stated Events

- 5.02 This Agreement will terminate automatically on the dissolution of Contractor.

ARTICLE 6. PROPRIETARY RIGHTS

Documents and Information Developed by Contractor

- 6.01 Contractor shall prepare and maintain complete and accurate records related to the performance of Services, which records Client shall own, and which shall remain in the possession and control of Client. Client shall make available to Contractor, at Client’s expense, all records or copies thereof necessary for Contractor to provide the Services.

Confidential Information

- 6.02 Any written, printed, graphic, or electronically recorded information furnished by Client for Contractor’s use is the sole property of Client. Contractor will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with Client’s approval, and only to the extent necessary to perform Services. This prohibition also applies to Contractor’s employees, agents, and subcontractors. On termination of this Agreement, Contractor will return any confidential information in its possession to Client.

ARTICLE 7. GENERAL PROVISIONS

Notices

- 7.01 Any notices required to be given under this Agreement by either party to the other shall be in writing and shall be affected either by email, personal delivery or by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set out below. Either party may change its address upon giving notice to the other party in accordance with the foregoing sentence. Notices delivered personally will be deemed given as of actual receipt; mailed notices will be deemed given as of the day of receipt or the fifth day after mailing, whichever occurs first.

Entire Agreement of the Parties

- 7.02 This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations. No amendment to this Agreement shall be binding unless in writing and executed by the party to be charged.

Partial Invalidity

- 7.03 If any provision of this Agreement is finally determined to be invalid, void, or unenforceable, its remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Payment of Moneys Due in Event of Termination

- 7.04 In the event of termination of this Agreement for any cause, Client shall pay any amounts due Contractor under this Agreement to the effective date of termination.

Arbitration

- 7.05 Any controversy or claim arising out of, or relating to, this Agreement or the breach of the agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association in Sacramento County, California. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the award.

Assignment

- 7.06 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other.

Governing Law

- 7.07 This Agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Oakland, California (Client), and Sacramento, CA (Contractor), to be effective the date above written.

CLIENT: Oakland Military Institute College Preparatory Academy

_____, CA _____
City Zip

By: _____
Signature Date

Printed Name Title

CONTRACTOR: LS Service, LLC
2638 Ingleton Lane
Sacramento, CA 95835
(Tax ID: 82-3785431)

By: _____
Authorized Signature. Date

ATTACHMENT A

**SCOPE OF WORK
for
Oakland Military Institute (OMI)**

Services	Timeline	Estimated Fee
<p><i>Onsite (or On Line) Support & Coaching of Staff</i></p> <p>(Ex: instructional walkthroughs, PD workshops, facilitated conversations, accreditation support, etc.)</p>	Site Visits as Needed	<p>5 days @\$1600/day</p> <p>+ travel at cost or mileage (hotel, train, uber or mileage @\$0.58/mile)</p> <p>*Invoiced monthly</p> <p>**Travel hours charged at \$75/hour if travel extends beyond a 9-hour day</p>
<p><i>Offsite Support & Coaching of Staff</i></p> <p>(Ex. Document review, phone conversations, advisory, research, etc.)</p>	Hourly as needed (Approximately 3 hours per week)	<p>200 hours @\$200/hour</p> <p>*Invoiced monthly</p>
<p><i>Special Projects</i></p> <p>(Ex: Facilitated 1-2 day Board Planning/Training Sessions, WASC Self-Study, etc.)</p>	As needed (approx. 2-4 days)	<p>\$2,500 - 5,000*</p> <p>+ travel at cost or mileage (hotel, train, uber or mileage @\$0.58/mile)</p> <p>50% (\$2,500) invoiced at the time date is established</p> <p>50% (\$2,500) invoiced after completion</p>
<p><i>Total Service Fees (inclusive of travel) Not to Exceed Maximum \$50,000 from July 1, 2022– June 30, 2023</i></p>		

**LS Services, LLC
2638 Ingleton Lane
Sacramento, CA 95835**



June 1, 2022

Dr. Michael O. Dodson
Superintendent
Oakland Military Institute College Preparatory Academy
3977 Lusk Street
Oakland CA 94608

Re: Services Agreement

Dear Dr. Dodson:

This is a Services Agreement (“Services Agreement”) by and between **OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY**, a California charter school with a mailing address at 3977 Lusk Street Oakland CA 94608 (“Client”) and **SCHOOLABILITY, LLC** (“Consultant”), an Arizona limited liability company with a mailing address at P.O. Box 21565, Albuquerque, NM 87154 (“Consultant”), entered into as of the date first written above (the “Effective Date”). Customer and Consultant hereby agree as follows:

1. SERVICES. In consideration of Client’s performance under this Services Agreement, including without limitation Client’s timely payment of Fees as described in **SECTION 2 (“FEES AND PAYMENT”)** below, Consultant agrees to use its commercially reasonable efforts to provide to Client certain financial management and human resources software, services, and related implementation, training, consulting, and payroll services (collectively, “Services”), as such Services are further described in **EXHIBIT A (“SERVICES, FEES AND CHARGES”)**.

2. FEES AND PAYMENT.

2.1 Fees. Client hereby agrees to pay to Consultant certain fees (“Fees”) under this Services Agreement as described in **EXHIBIT A (“SERVICES, FEES AND CHARGES”)**.

2.2 Payment. Fees shall be due and payable no later than thirty (30) days from the date of corresponding Consultant invoice or receipt of funding from state or other sources, whichever is later. Any late payment of Fees shall bear interest at a rate of one and one-half percent (1.5%) for each month or partial month during which Fees were owed and unpaid, or the highest rate allowed by law, whichever is lower. Without limiting the generality of the foregoing, any failure by Client to pay Fees in a timely manner may be deemed a material breach of this Services Agreement at Consultant’s option.

3. CONFIDENTIAL INFORMATION. Each party (the “Disclosing Party”) may in the course of performance of this Services Agreement provide to the other party (the “Receiving Party”) certain confidential information regarding the business, technologies and plans of the Disclosing Party (“Confidential Information”). The Disclosing Party shall mark Confidential

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Information as such in writing, or when disclosed orally shall identify such Confidential Information as such at the time of disclosure, and shall confirm such identification in writing within ten (10) days thereafter. The Receiving Party shall use Confidential Information only in the performance of this Services Agreement, and shall not disclose Confidential Information to any third party other than as required by law during or after the term of this Services Agreement. The obligations of this **SECTION 3 (“CONFIDENTIAL INFORMATION”)** shall continue for five (5) years from the date of expiration or termination of this Services Agreement.

4. TERM AND TERMINATION. The term of this Services Agreement shall commence upon the Effective Date and shall continue until June 30, 2023. Thereafter, the term of this Services Agreement shall continue on a year-to-year basis until such time, if ever, as either party has given the other party at least sixty (60) days’ written notice of non-renewal, in which case the term of this Services Agreement shall expire on the immediately following June 30 date. Either party may terminate this Services Agreement upon notice for the material breach of the other party which material breach has remained uncured for thirty (30) days after the date of notice thereof to the breaching party.

5. NON-SOLICITATION. The parties hereby acknowledge that Consultant has expended substantial time, money and effort training its employees and independent contractors with respect to business strategies, techniques and methods related to training and assisting third parties in the use, implementation and service of software and business office operations. Accordingly, during the Term of, and for a period of two (2) years immediately following expiration or termination of, this Services Agreement, Client agrees not to hire, solicit for employment or engage any employee or independent contractor of Consultant, or induce any such employee or independent contractor to terminate or breach any employment or other relationship with Consultant. The parties agree that where Client has breached the foregoing provision, Client shall pay to Consultant as liquidated damages, and not as a penalty, a sum equivalent to the greater of: **(a)** the annual salary of any such employee or amount of contractor fees paid or payable to any such independent contractor in the one (1) year period prior to such breach; or **(b)** the amount paid or payable by Client under this Services Agreement in the one (1) year period prior to such breach.

6. LIMITATION OF LIABILITY. ALL GOODS AND SERVICES, INCLUDING WITHOUT LIMITATION THE SERVICES AS DESCRIBED IN SECTION 1 (“SERVICES”), ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTY. CONSULTANT HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

7. DAMAGES. OTHER THAN FOR DAMAGES ARISING FROM A BREACH OF SECTION 3 (“CONFIDENTIAL INFORMATION”), NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES UNDER THIS SERVICES AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF CONSULTANT UNDER THIS SERVICES AGREEMENT EXCEED THE GREATER OF ONE HALF (50%) OF TOTAL FEES ACTUALLY PAID TO CONSULTANT HEREUNDER OR

TEN THOUSAND DOLLARS (\$10,000) REGARDLESS OF THE CAUSE OF ACTION, IN CONTRACT, TORT OR OTHERWISE.

8. INDEMNIFICATION. Client shall fully indemnify, defend and hold harmless Consultant, its officers, directors, shareholder`s, agents, employees, sublicensees and customers from and against any and all claims, demands, threats, suits or proceedings, and any losses, liabilities, damages, obligations or payments in connection therewith (including without limitation attorneys` fees and court costs) which result from or in connection with any breach or alleged breach of this Services Agreement, including without limitation all provisions of this Services Agreement, provided that Consultant shall give Client prompt notice of each such claim, demand, threat, suit or proceeding and the opportunity to defend or settle the foregoing at Client`s expense.

9. CHOICE OF LAW AND JURISDICTION. Any dispute under this Services Agreement shall be subject to the laws of the State of California as apply to contracts entered into and performed in California between California residents and without regard to conflicts of laws principles. The State and Federal courts located in Sacramento, California, shall have sole jurisdiction over any disputes under this Services Agreement and the parties hereby consent to the personal jurisdiction of such courts.

10. GENERAL. This Services Agreement may not be assigned by either party without the prior written consent of the other party which consent shall not be unreasonably delayed or withheld. This Services Agreement may be modified only in writing and signed by both parties. Any purported oral amendment to this Services Agreement shall have no effect. This Services Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes any and all prior or contemporaneous, conflicting or additional communications, negotiations or agreements.

If you agree with the terms of this Services Agreement, please so indicate by signing below and returning this Services Agreement to me within fifteen (15) days.

Very truly yours,

Alfredo Diaz
Manager & CEO
schoolAbility, LLC

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

BY: _____
DR. MICHAEL O. DODSON

TITLE: SUPERINTENDENT

DATE: _____

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EXHIBIT A SERVICES, FEES AND CHARGES

Consultant shall designate a California Charter School back office subject matter expert as the principal individual to deliver and to oversee the delivery of Services to Client.

Consultant shall use its commercially reasonable efforts to provide the following Services, either directly itself or through subcontractors selected by Consultant, or both. Consultant shall remain responsible for the performance of any Consultant subcontractors providing Services hereunder:

- 1. Services.** Services as set out in Addendum 1 shall be provided for the term of the Services Agreement.

- 2. Office Space, Equipment, and Supplies.** Client shall provide Consultant, without cost, access to and use of available office space, equipment, and supplies at its administrative offices or other mutually agreed upon facility. Consultant agrees to observe Client's normal security and safety rules while using such facilities.

- 4. Costs.** Consultant will bill Client, and Client will pay as Fees, any travel and lodging expenses incurred by Consultant personnel in the provision of Services subject to prior written approval by Client. Lodging expenses will include hotel expenses and will apply where Consultant personnel are required to stay overnight. Travel expenses may include airfare if Consultant employees are required to travel by air to reach Client's offices. Travel may include the cost of a rental car. If a Consultant employee uses a personal vehicle, mileage will be charged at the then-currently published IRS reimbursement rate. When a Consultant employee is at or traveling to Client's offices, there will also be a fifty dollars (\$50) per diem amount charged for meals and incidentals.

- 5. Fees and Charges.** Client shall pay those Fees described in Schedule 1 ("Fees").



Schedule 1
Fees

Fees shall be:

1. **CBO Support Services Fee:** One Hundred and Ninety-Two Thousand dollars (\$192,000.00) per year. Provided, however, that the first year will be pro-rated by 108.33% based on June 1, 2022, start date, plus applicable taxes (such amount to be deemed the “CBO Support Services Fee”).
2. **Travel, Living and other Out of Pocket Costs:** To be paid by Customer pursuant to Section 3 of Exhibit A (“Services, Fees and Charges”).
3. **Additional Consulting/Training:** To be paid by Customer pursuant to Section 3 of Exhibit A (“Services, Fees and Charges”).

Consultant shall invoice, and Client shall pay:

1. CBO Support Services Fee shall be invoiced monthly on or about the last day of each month starting with June 1, 2022, at the rate of Sixteen Thousand dollars (\$16,000) per month.
2. Travel, Living and other Out of Pocket Costs shall be invoiced monthly starting at the end of month of Effective Date.
3. Additional Consulting/Training shall be invoiced monthly starting at the end of month of Effective Date.

(C) Fee Increases:

Consultant reserves the right at its sole discretion to increase all Fees for each subsequent annual term of this Customer Agreement, in each case by no more than five percent (5%).



ADDENDUM 1
STATEMENT OF WORK

Consultant shall be responsible for maintaining an accurate financial system of record but shall not have the authority to make any management-level decisions nor make any recommendations to the Client's governing body. Such decision-making authority and responsibility for making recommendations to Client's governing body shall be exclusive to the Client's Director or designee. Client shall manage the school's day-to-day operations as its administrative manager.

Consultant shall implement the necessary software and set up the systems required to provide Services remotely including training of Client designated liaison.

Consultant shall perform the CBO Support Services functions indicated below under the direction and supervision of Client. Client's designated staff shall assist with the functions indicated below with support from Consultant:

#	Item	Client	Consultant
1.	Keep the Director informed on the business affairs of the school.		✓
2.	Respond to requests for financial/accounting information from Director and others in a timely manner.		✓
3.	Evaluate accounting procedures, systems, and controls in all school departments and recommend improvements in their design, implementation, and maintenance.		✓
4.	Maintain a continuous auditing program for all funds and assist the school's independent and internal auditors in conducting the annual or periodic audits.	Assist with non-business office items	✓
5.	Ensure that accounting systems comply with applicable laws and regulations.		✓
6.	Develop periodic cash flow analysis to aid in determining cash available for investment and payment of bills.		✓
7.	Oversee preparation of monthly bank reconciliations.		✓
8.	Prepare and enter all budget adjustments, additions, and deletions.	Approved by Client	✓
9.	Review all expenditure requests, purchase orders, and check requests and maintain control of budget by verifying availability of funds and proper account coding.	Final approval of all PO's	✓

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#	Item	Client	Consultant
10.	Assist in the preparation of the budget and development of long- and short-range objectives for the business operations of the school.	Final approval of Budget	✓
11.	Ensure that business operations support the school's goals and objectives.	Assist with non-business office items	✓
12.	Comply with policies established by federal and state law, CDE, and local board policy in area of business operations.	Assist with non-business office items	✓
13.	Compile, maintain, and file all physical and computerized reports, records, and other documents as required.	Assist with physical records kept at Client's location	✓
14.	Prepare and evaluate monthly financial statements by funding source and related budget reports.		✓
15.	Develop financial information for submission of data to CDE as required.	Client shall approve all submittals to outside agencies	✓
16.	Oversee quarterly and annual reports for all grant funds.		✓
17.	Prepare all board, administrative, and staff reports in a timely and professional manner.	Assist with non-business office items	✓ Consultant shall be responsible for Financial and business office related reports only
18.	Participate on board meetings remotely (via Zoom or conference call) and make presentations to the board.		Remotely via Zoom or conference call
19.	Prepare Financial schedules for grant applications and compliance reports.		✓

#	Item	Client	Consultant
20.	Purchasing:		
	a) Punch Out Purchasing administration		✓
	b) Purchase Requisitions and Approval workflow	Approve PO's	✓
	c) Purchasing and Ordering	✓	
	d) Receiving and Distribution of goods and services	✓	
21.	Accounts Payable:		
	a) Scanning and uploading invoices and back up documentation to Consultant	✓	
	b) Processing Vendor Invoices	✓	✓
	c) Processing Accounts Payables	Approve all payments	✓
	d) Print and mail checks	✓	
22.	Cash receipts:		
	a) Process cash receipts and bank deposits	✓	
	b) Record deposits		✓
23.	Human Resources:		
	e) Applicant tracking and processing	✓	
	f) Employee HR files	✓	
	g) Benefits management	✓	
	h) STRS/PERS Appointments		✓
	i) Contributions and Deductions	✓	✓
	j) Time and Attendance records collection and upload for Payroll	✓	

#	Item	Client	Consultant
	k) Employee Online Portal administration		✓
24.	Payroll:		
	a) Payroll processing a. Paychecks b. Direct Deposits	Approve Payroll Registers	✓
	b) Payroll Liabilities processing a. Health & Welfare b. Garnishments c. Federal and State Payroll Taxes		✓
	c) 941 preparation and filing		✓
	d) STRS/PERS a. reporting b. tracking		✓
	e) EDD filings and responses		✓
	f) Credential monitoring and management	✓	✓
	g) Time and Attendance	✓	
	h) Payroll Reporting a. Monthly, b. Quarterly, and c. Annual (including W2 and 1095).		✓

SCHOOLABILITY, LLC

By: _____

Alfredo Diaz
Manager & CEO
schoolAbility, LLC

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

By: _____

DR. MICHAEL O. DODSON

TITLE: SUPERINTENDENT

DATE: _____

Coversheet

2022-23 Board Meeting Dates

Section: II. Approval of Consent Items
Item: D. 2022-23 Board Meeting Dates
Purpose: Vote
Submitted by:
Related Material: 2022-23_Board_Dates.pdf

BACKGROUND:

The 2022-23 Board Meeting dates were presented at the May 2022 board meeting. All Board Meetings will be held the second Thursday of each month, unless there is a holiday, starting at 3:30pm.

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the attached 2022-23 Board Meeting dates.



**OAKLAND MILITARY INSTITUTE
COLLEGE PREPARATORY ACADEMY**

3877 Lusk Street | Oakland, CA 94608 | 510 594 3900 | oakmil.org

All Board Meetings will be held the second Thursday of each month, unless there is a holiday, in Regimental Hall starting at 3:30pm unless otherwise noted. Board members please review your calendars in advance and if for any reason one of the dates/ times does not work for you contact Ms. Briseño at (510) 594-3992 or kbrisen@omiacademy.org

2022-2023 Academic School Year OMI Board Meeting Dates

August 11, 2022 Regular Board Meeting

September 8, 2022 Regular Board Meeting

October 13, 2022 Regular Board Meeting

November 10, 2022 Regular Board Meeting

December 8, 2022 Regular Board Meeting

January 12, 2023 Regular Board Meeting

February 9, 2023 Regular Board Meeting

March 9, 2023 Regular Board Meeting

April 13, 2023 Regular Board Meeting

May 11, 2023 Regular Board Meeting

June 8, 2023 Regular Board Meeting

June 22, 2023 Regular Board Meeting

Coversheet

2022-23 Budget Update

Section: IV. Information/Discussion Items
Item: A. 2022-23 Budget Update
Purpose: FYI
Submitted by:
Related Material: Board Presentation 06.09.22.pptx
OMI 22-23 Charter Alt form MYP Budget 06092022.pdf

2022-23 Proposed Adopted Budget

Governing Board Meeting – June 9, 2022



Changes from May Preliminary Budget

Cost-of-Living Adjustment (COLA): rate increased to 6.56% from 5.33% (impacts Local Control Funding Formula, Special Education, and Mandate Block Grant)

Public Employees' Retirement System (PERS) Employer Rate: rate decreased from 26.1% to 25.37%

Enrollment and Average Daily Attendance (ADA): enrollment increased to 530 students from 507 and ADA to 490.18 from 468.75 (based on mid-May “committed” counts)

Changes from May Preliminary Budget, cont.

Current Year ADA: ADA reduced from 497 to 491 to reflect most recent reporting to the state (impacts 2021-22 and 2022-23 funding)

COVID-19 Relief: added remaining unbudgeted one-time federal COVID-19-related funds (\$793,534) to eliminate the unrestricted deficit in 2022-23

Indirect Cost Rate: rate reduced to 5.35% from 5.48%

Depreciation / Debt Service: updated to match current schedules

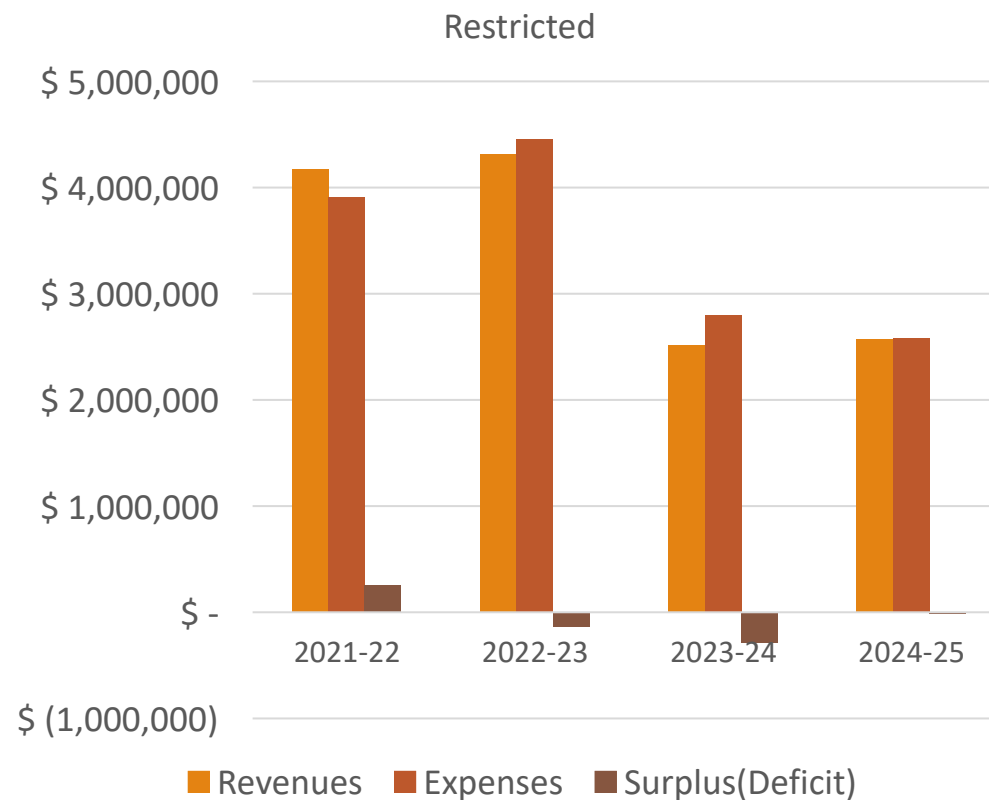
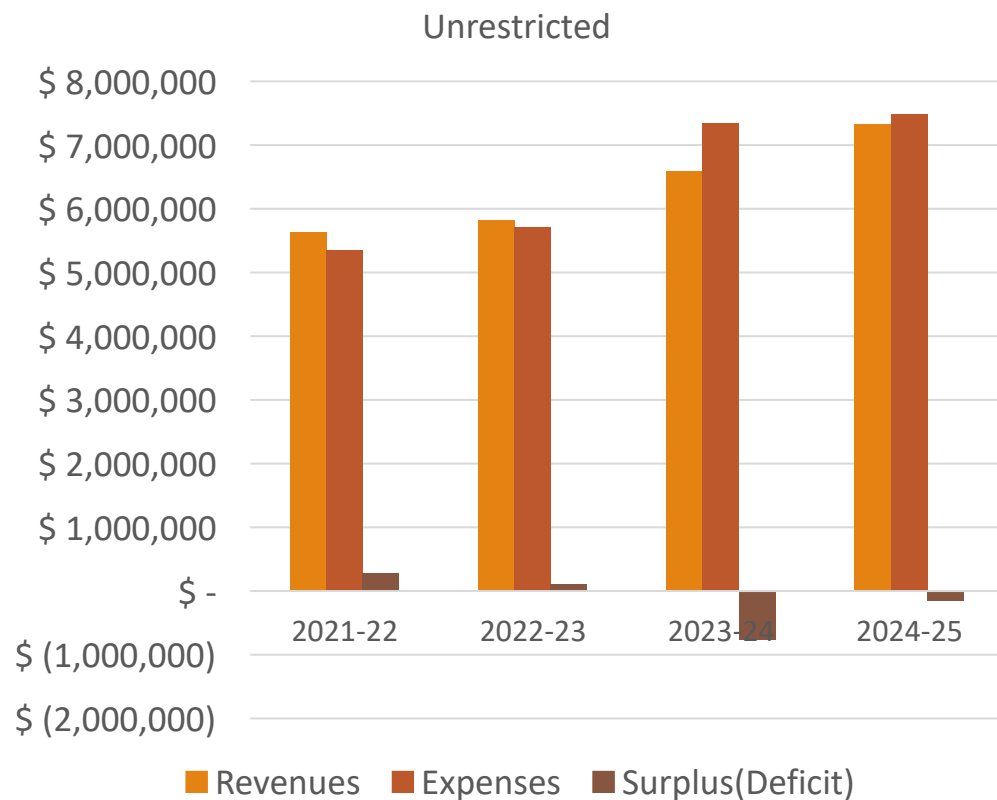
Multiyear Projection Summary: Assumptions

Description	2022-23	2023-24	2024-25
Statutory Cost-of-Living Adjustment (COLA)	6.56%	5.38%	4.02%
California Consumer Price Index (CPI)	6.11%	3.14%	1.97%
STRS Employer Rate (Change)	19.1% (+2.18%)	19.1% (0%)	19.1% (0%)
PERS Employer Rate (Change)	25.37% (+2.46%)	25.2% (-0.67%)	24.6% (-0.6%)
Certificated Step & Column Advancement	1.85%	2.0%	2.0%
Classified Step Advancement	1.25%	1.5%	1.5%
Health & Welfare Increase	5.0%	5.0%	5.0%
State Unemployment Insurance (\$7,000 cap)	6.2%	6.2%	6.2%
Workers Compensation Insurance Rate	1.12%	1.12%	1.12%
Enrollment / Capture Rate	530 / (92.5%)	560 / (92.5%)	590 / (92.5%)
Average Daily Attendance (ADA)	490.18	517.85	545.50

Multiyear Fund Summary, by Combined Sources: 2021-22 to 2024-25

Summary	2021-22	2022-23	2023-24	2024-25
Beginning Balance	\$10,857,390	\$11,399,646	\$11,364,509	\$10,324,361
Revenues	\$9,795,998	\$10,125,874	\$9,104,161	\$9,889,596
Expenses	\$9,253,742	\$10,161,011	\$10,144,308	\$10,038,173
Surplus/(Deficit)	\$542,256	\$(35,137)	\$(1,040,147)	\$(148,577)
Ending Balance	\$11,399,646	\$11,364,509	\$10,324,361	\$10,175,784
Components of Net Position				
Net Assets in Capital Assets	\$8,596,922	\$8,301,579	\$8,027,547	\$7,754,645
Restricted Net Position	\$599,227	\$458,844	\$176,142	\$161,899
Unrestricted Net Position	\$2,203,497	\$2,604,086	\$2,120,672	\$2,259,240
Reserves (as % of Expenses)	23.8%	25.6%	20.9%	22.5%

Multiyear Fund Summary, by Unrestricted and Restricted Sources: 2021-22 to 2024-25



Local Control Accountability Plan (LCAP)

The proposed budget includes expenditures for the school's 2022-23 LCAP goals as follows:

Total \$2,793,548.00

Goal #1 – Provide high-quality classroom instruction (\$789,210.00)

Goal #2 – Provide English Learners with the required skills to reach grade level standards/proficiency (\$480,075.00)

Goal #3 – Create a safe, welcoming and inclusive campus environment for all cadets, their families and OMI personnel (\$1,524,263.00)

May Revision's Potential Impact

Expanded Learning Opportunity Program (ELO-P): increases ongoing funding from \$1,170 to \$2,500 per classroom-based average daily attendance (ADA) (sixth grade only), **+100,000***

Local Control Funding Formula: increases base grant by \$2.1 billion (equivalent to approximately 3.29% COLA), **+\$200,000***

Discretionary Block Grant: provides one-time \$8 billion unrestricted discretionary funds in 2022-23 (estimated \$1,500 per 2021-22 ADA), **+\$735,000***

May Revision's Potential Impact, cont.

Declining Enrollment: A few proposals are under consideration to mitigate attendance losses due to declining enrollment and COVID-19 impacts:

- COVID-19 ADA Relief – impacts 2021-22, greater of capture rate from 2019-20 or 2021-22, **+\$250,000***
- Declining Enrollment Protection for Classroom-Based Charter Schools – impacts 2021-22, greater of current or prior-year ADA, **+\$1,500,000***

*Dollar amounts are estimates only. No adjustments from the May proposal have been included in the budget at this time. Any necessary revisions resulting from the state's budget adoption will be prepared and presented to the governing board for approval at a future meeting.

Next Steps

June 15, 2022 – State Budget adoption deadline.

June 23, 2022 – Present local control accountability plan (LCAP) and Adopted Budget for approval at governing board meeting.

August 4, 2022 – First Day of School.

By December 15, 2022 – Present First Interim budget revisions to governing board for approval.



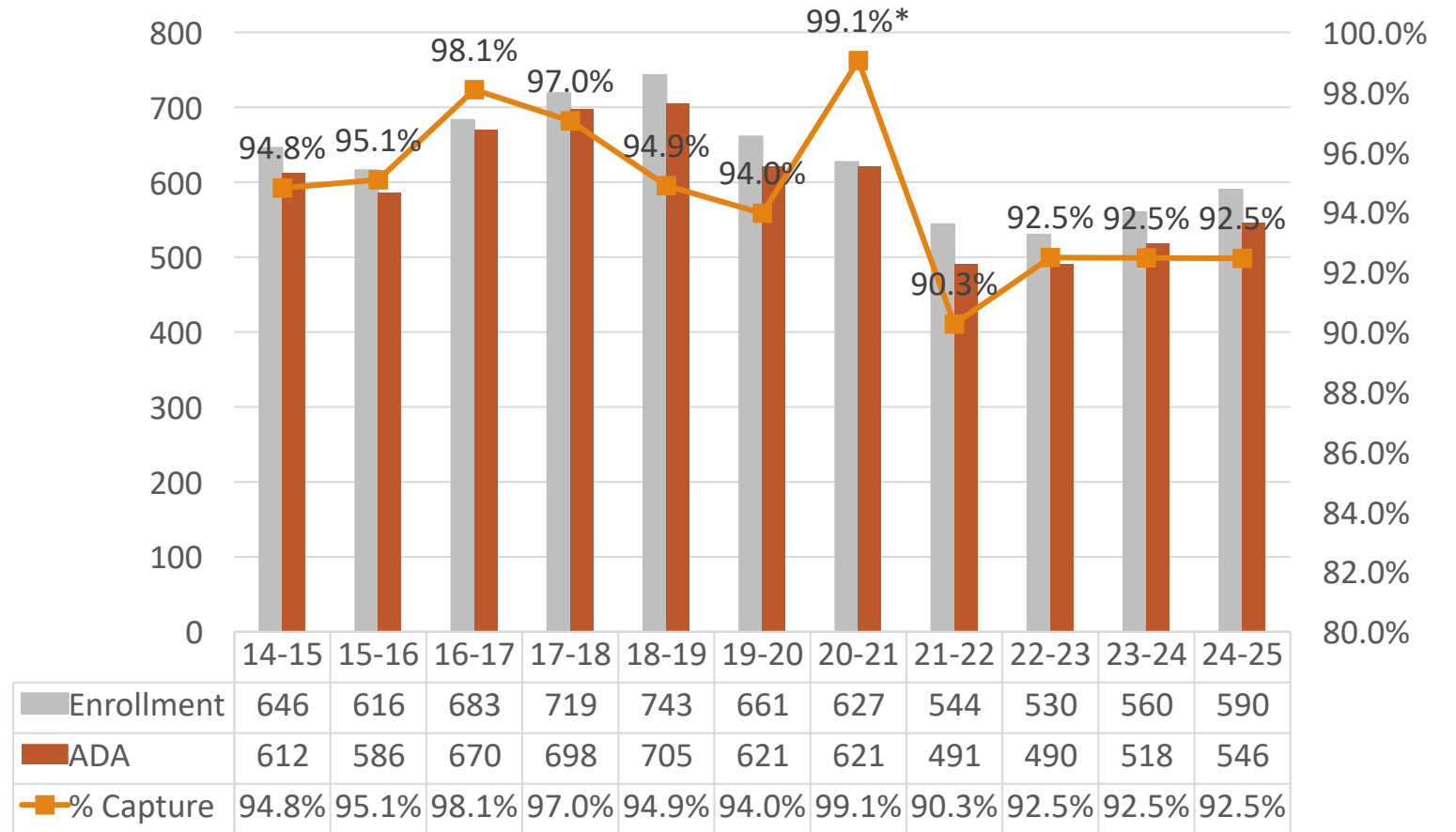
Historical Enrollment & Attendance

Since 2018-19, the school's enrollment has declined by more than 26.7% to a total of 544 in 2021-22.

For funding purposes, the preliminary budget assumes an enrollment of 530 students in 2022-23, based on registrations as of mid-May.

Assuming an attendance capture rate of 92.5%, the resulting average daily attendance (ADA) estimate in the proposed budget is 490.18, or virtually no change from the 2021-22 ADA of 491.06.

*As a result of school closures in response to the COVID-19 pandemic, the state funded schools in 2020-21 at 2019-20 ADA levels, thereby artificially inflating the capture rate for that year.



2022-23: Enrollment, by Grade Level

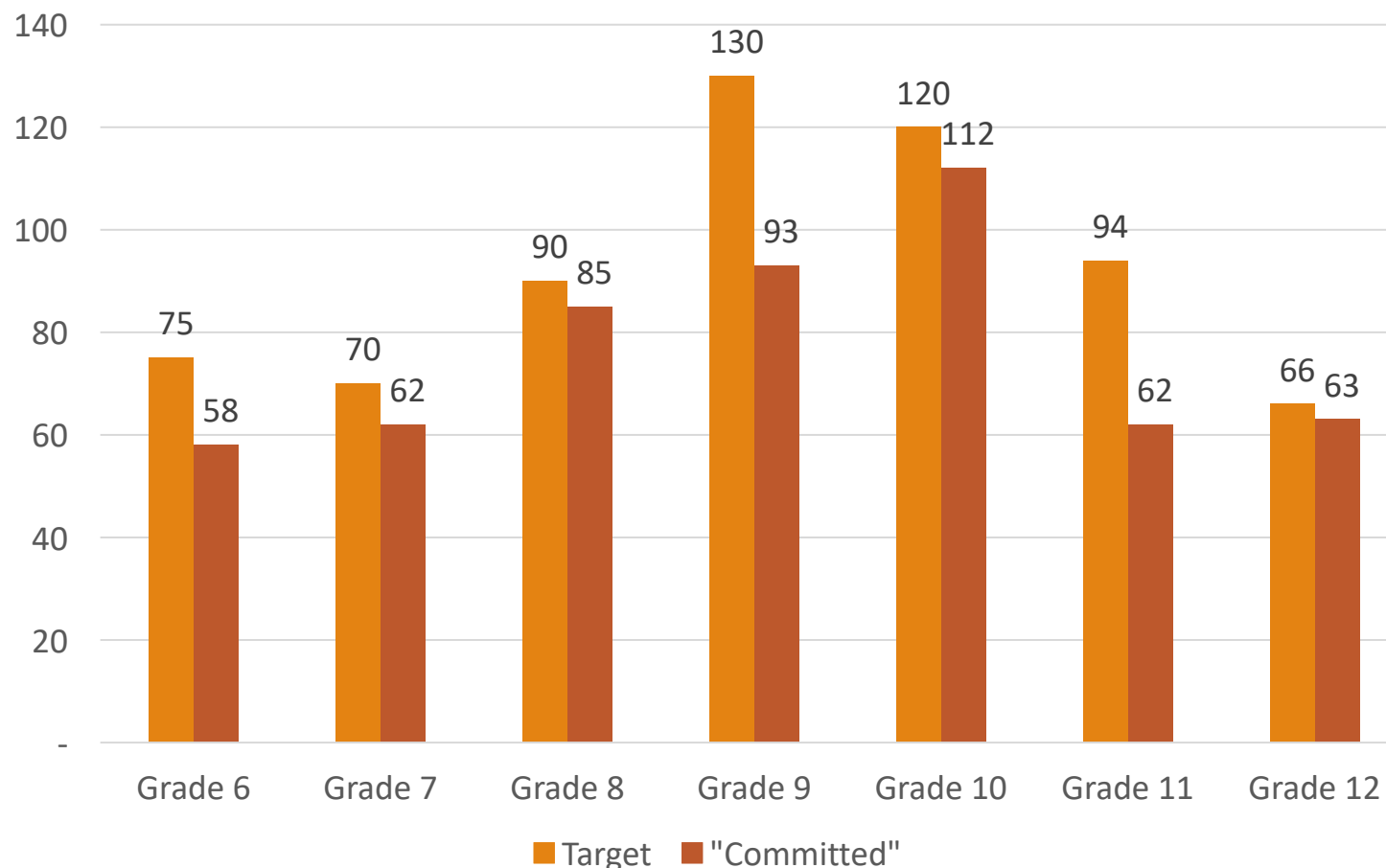
The chart compares the current number of students committed to attend in 2022-23 to the school's target enrollment by grade level.

The school's leadership team has identified the target enrollment as the ideal student count to support both the middle and high school programs.

"Committed" students include those currently enrolled that have yet to formally confirm enrollment for next year. As of May 31, 2022, the school has identified 535 students committed to attend next year, or 83.0% of the 645 total enrollment target.

Grades 6 and 9 have the most spaces available, with 77.3% and 71.5% of grade enrollment committed, respectively.

Registrations as of 05.31.22



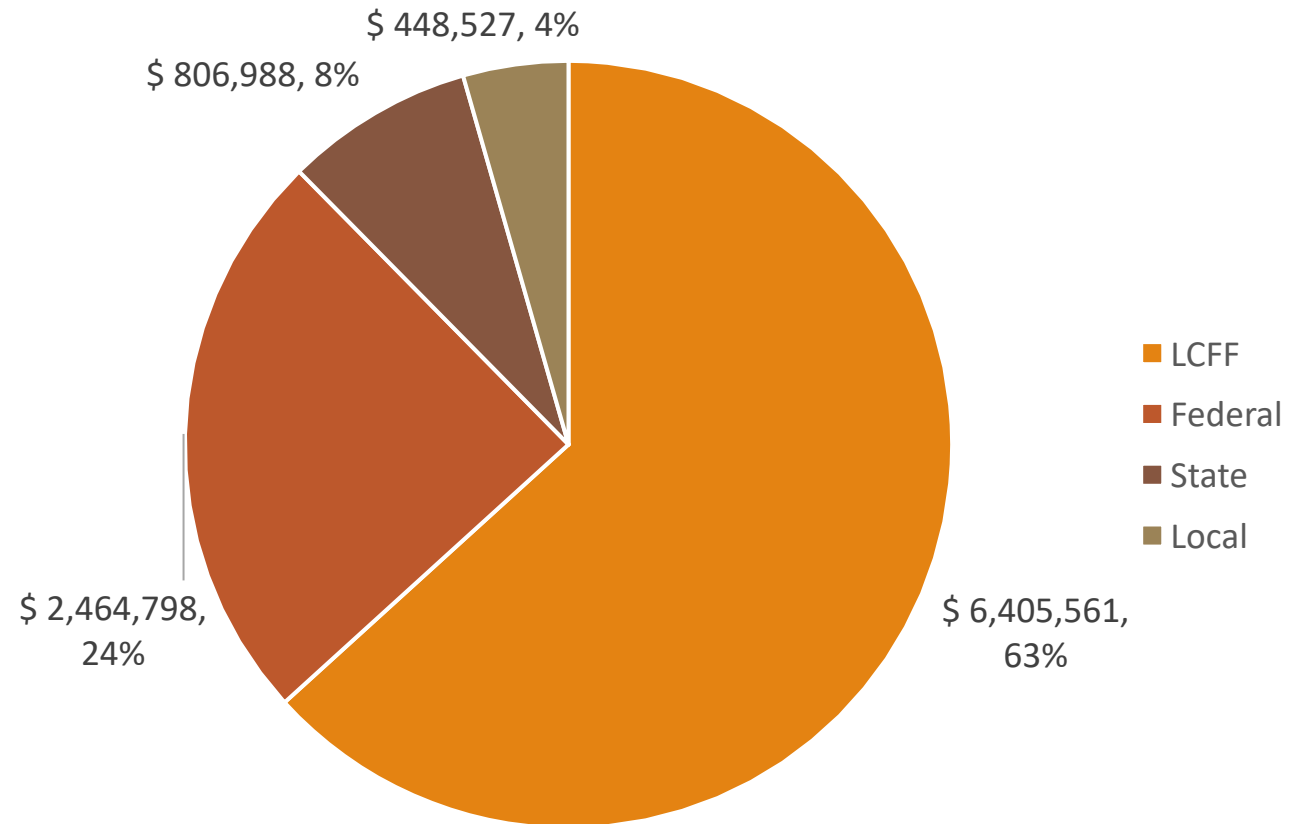
2022-23: Revenues, by Major Source

The preliminary budget relies heavily on both state and federal funding sources, with the state Local Control Funding Formula (LCFF) comprising most of budgeted funds at 63% of total revenues. The LCFF is also the school's primary source of unrestricted revenues available for any expenditure purpose.

Of the restricted revenues included in the 2022-23 preliminary budget, 41.9% or \$1.8 million are available on a one-time basis, including the Elementary and Secondary School Emergency Relief Fund III (ESSER III) and Expanded Learning Opportunities Grant.

The budget also assumes continuing support from the California National Guard at the current level of \$290,000.

Total Revenues = \$10,125,874



Assumptions: LCFF, year-to-year changes

The school's LCFF revenues are projected to increase based on the cost-of-living adjustment (COLA) applied to per pupil grant amounts.

The proposed budget assumes the following factors for the LCFF calculation:

- 6.56% COLA on 2021-22 grant rates
- 80.6% UPC* for supplemental grant
- 76.7% UPC for concentration grant (capped at the higher of Oakland Unified or the school, using Oakland Unified's percentage in 2021-22 and 2022-23)
- ADA is flat and based on budget year estimate

LCFF Source	2021-22 Estimated	2022-23 Proposed	Change
State Aid	\$3,174,524	\$3,585,109	\$410,585
EPA	\$1,249,474	\$1,244,411	\$(5,063)
In-Lieu	\$1,576,041	\$1,576,041	\$--
PY Adj	\$(9,308)	\$--	\$9,308
TOTAL	\$5,990,731	\$6,405,561	\$414,830

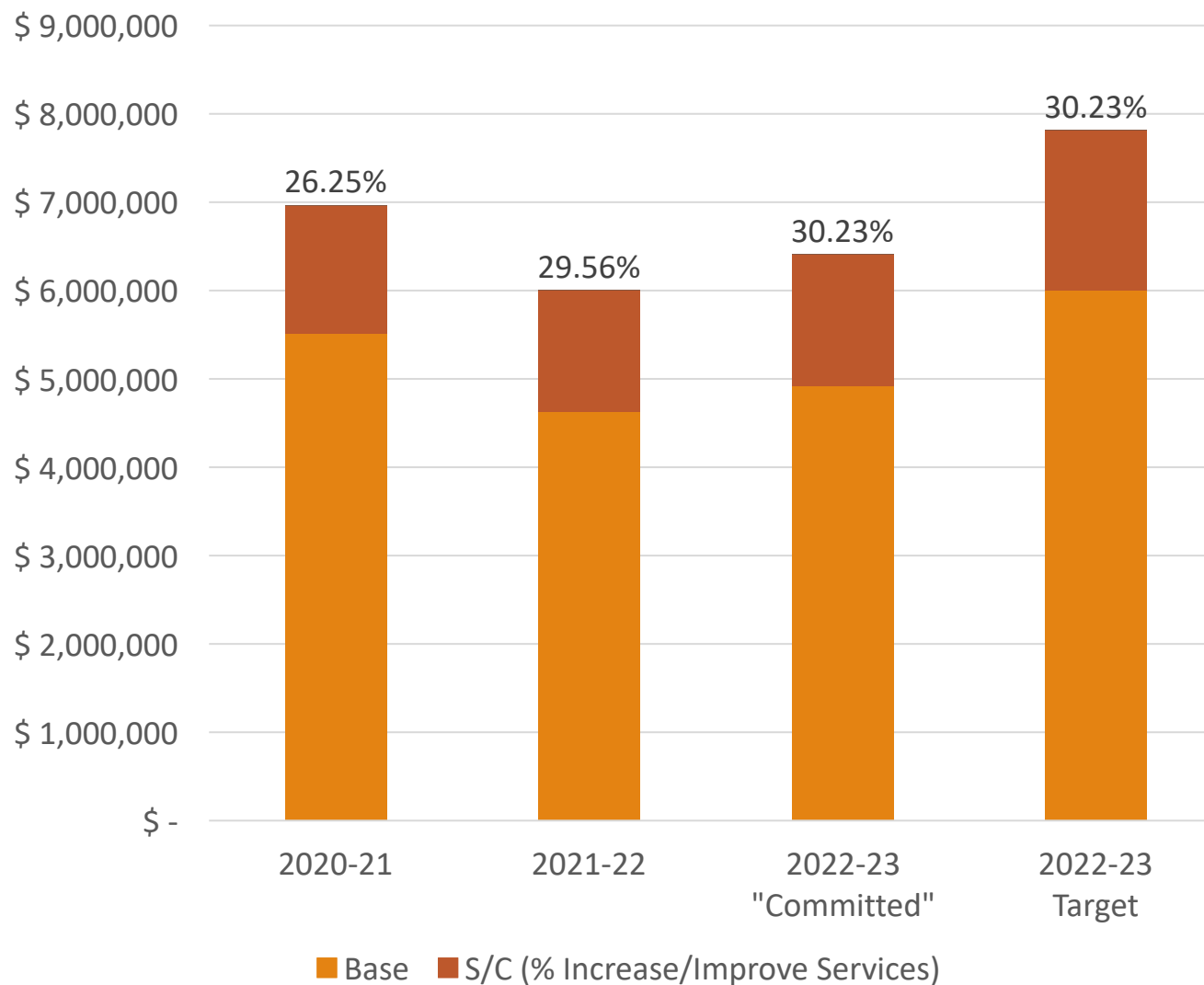
*UPC = Unduplicated Pupil Count (English learners, foster youth, low-income students)

Assumptions: LCFF, year-to-year changes

LCFF supplemental and concentration (S/C) grant funding is allocated for use through the school's Local Control Accountability Plan (LCAP) and must be directed to increasing or improving services for those students generating the funds (English learners, foster youth, free-and-reduced price-meal eligible students). The school expects to generate \$1.487 million in S/C grant funds in 2022-23, an increase from the current year \$1.369 million.

Overall, the LCFF entitlement is expected to increase by \$405,522.

The LCFF funding difference between the school's target and committed enrollment is \$1.409 million.



Assumptions: Federal Revenue, year-to-year changes

The proposed budget includes the following one-time federal funds: Elementary and Secondary School Emergency Relief Fund III (ESSER III) and Expanded Learning Opportunities Grant (ELOG).

All available one-time federal funds have been budgeted for expenditure in 2022-23.

The 2022-23 budget also includes the following ongoing programs that are generally spent in the year apportioned: Title I/II/III and Special Education. Estimates for these programs have been adjusted to remove one-time or carryover balances.

Program	2021-22 Estimated	2022-23 Proposed	Change
Title I/II/IV*	\$257,872	\$231,808	\$(26,064)
ESSER II/III	\$1,082,405	\$1,587,067	\$504,662
ELOG	\$--	\$219,763	\$219,763
Special Education	\$87,536	\$76,160	\$(11,376)
Nutrition	\$376,683	\$350,000	\$(26,683)
TOTAL	\$1,804,496	\$2,464,798	\$660,302

* Anticipate 10% cut in Title programs for failing to comply with maintenance of effort.

Assumptions: State Revenue, year-to-year changes

Lottery and mandate funding is estimated to decline due to the school's enrollment and ADA decline.

Funds for the following state programs remain available for expenditure in subsequent fiscal years:

- Educator Effectiveness Block Grant (\$71,082)

- A-G Access/Learning Loss Mitigation Grants (\$161,899)

- Expanded Learning Opportunities Grant (ELOG) (\$228,538)

Program	2021-22 Estimated	2022-23 Proposed	Change
Nutrition	\$23,000	\$23,000	\$--
Mandate	\$21,428	\$18,985	\$(2,443)
Lottery	\$149,571	\$85,956	\$(63,615)
ELO-Program	\$50,000	\$50,000	\$--
After School	\$247,628	\$224,586	\$(23,042)
SB 740	\$114,461	\$114,461	\$--
Educator Effectiveness	\$123,206	\$--	\$(123,206)
A-G Require	\$161,899	\$--	\$(161,899)
In-Person Inst	\$267,372	\$--	\$(267,372)
ELOG	\$35,528	\$--	\$(35,528)
Guard	\$290,000	\$290,000	\$--
TOTAL	\$1,484,093	\$806,988	\$(677,105)

Assumptions: Local Revenue, year-to-year changes

The school participates in the El Dorado County Charter Special Education Local Plan Area for special education services and funding. Based on current per ADA and enrollment allocations, the school is expected to receive \$443,527 in state program funds in 2022-23.

Current estimates indicate special education program costs will exceed total revenue sources by \$677,295, up from \$497,742 in 2021-22. These excess expenditures will be paid from the school's available unrestricted revenues (commonly known as a "contribution" from the unrestricted general fund).

The school's Food Services Program is not expected to require a contribution of unrestricted funds.

Program	2021-22 Estimated	2022-23 Proposed	Change
Special Education	\$509,925	\$443,527	\$(66,398)
Miscellaneous	\$6,753	\$5,000	\$(1,753)
TOTAL	\$516,678	\$448,527	\$(68,151)

2022-23: Expenditures, by Major Category

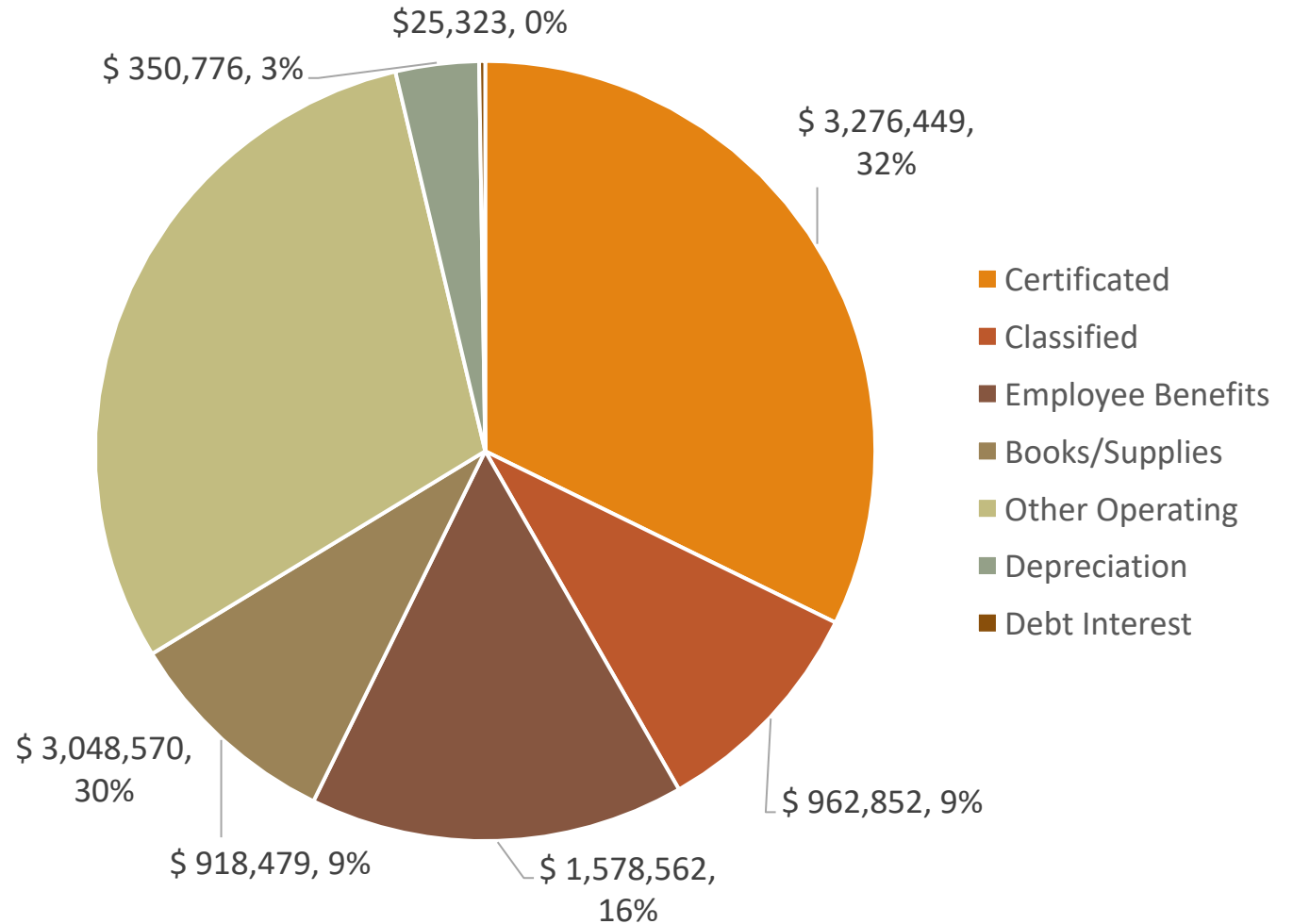
Staffing costs remain the greatest expenditure in the school's budget. Salary and benefit expenditures for certificated and classified staff are projected to total close to \$5.8 million, or 57.3% of total expenditures in 2022-23.

The percentage of the unrestricted expenditure budget allocated to salary and benefit costs is 72.7%.

Over \$1.3 million in one-time restricted program funds are currently budgeted towards ongoing operational expenses in the unrestricted general fund to eliminate the school's projected deficit and maintain reserves in 2022-23.

Further information on budgeted staffing positions is detailed below.

Total Expenditures = \$10,161,011



Assumptions: Expenditures, year-to-year changes

Salaries and benefits have been adjusted to reflect step and column, position changes, STRS/PERS rate changes, health and welfare cost increase

Books and supplies have been budgeted based on prior year actuals, adjusted to remove one-time purchases made with COVID-19 relief funds.

Operating and other services have been budgeted based on prior year actuals, adjusted to include one-time purchases made with COVID-19 relief funds.

Program	2021-22 Estimated	2022-23 Proposed	Change
Certificated Salaries	\$2,702,728	\$3,276,449	\$573,721
Classified Salaries	\$823,078	\$962,852	\$139,774
Employee Benefits	\$1,369,910	\$1,578,562	\$208,652
Books and Supplies	\$1,135,213	\$918,479	\$(216,734)
Operating / Services	\$2,757,231	\$3,048,570	\$291,339
Depreciation	\$445,775	\$350,776	\$(94,999)
Debt Interest	\$19,807	\$25,323	\$5,516
TOTAL	\$9,253,742	\$10,161,011	\$907,269

2022-23 Position Summary, Full-Time Equivalents (FTE*)

CERTIFICATED POSITIONS	FTE = 38.5	CLASSIFIED POSITION	FTE = 16.2813
Chief Academic Officer (1 Vacant)	1.0000	Admin Assistant – Superintendent	1.0000
Guidance Counselor	1.0000	Admin Assistant – Attendance	0.5000
Special Education Counselor	1.0000	Business Technician (1 Vacant)	1.0000
Data/Instructional Coach	0.5000	Campus Monitor	4.0000
Dual Enrollment Coordinator	1.0000	Custodial Technician	1.0000
Education Specialist (1 Vacant)	4.0000	English Learner Instructional Aide	0.9375
Social/Emotional Therapist (1 Vacant)	1.0000	Facilities Technician	1.0000
Student Services Coordinator	1.0000	Human Resources Manager	1.0000
Superintendent	1.0000	Information Technology Manager	1.0000
Teacher (4 Vacant)	27.0000	Office Manager/Admin Assistant	1.0000
		Special Education Aide (1 Vacant)	2.8438
		Student Data Technician	1.0000

* Total FTE counts do not include FTE allocation from the California National Guard.

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

CHARTER SCHOOL CERTIFICATION

Charter School Name: Oakland Military Institute
 (name continued) College Preparatory Academy
CDS #: 01-61259-0130617
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 0349
Fiscal Year: 2022/23

To the entity that approved the charter school:
 (x) 2022/23 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved by the governing board of the charter school, it includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP), and is hereby filed by the charter school pursuant to Education Code Section 47604.33.

Signed: _____ Date: _____
 Charter School Official
 (Original signature required)
 Print Name: Dr. Michael Dodson Title: Superintendent

To the County Superintendent of Schools:
 (x) 2022/23 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
 Authorized Representative of
 Charter Approving Entity
 (Original signature required)
 Print Name: Minh Co Title: Accounting Manager

For additional information on the BUDGET, please contact:

<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Minh Co</u>	<u>LTC (Ret) Vincent L. Salazar</u>
Name	Name
<u>Accounting Manager</u>	<u>CFO/CBO</u>
Title	Title
<u>510-879-8605</u>	<u>(510) 594-3922</u>
Telephone	Telephone
<u>minh.co@ousd.org</u>	<u>vsalazar@omiacademy.org</u>
E-mail address	E-mail address

(x) 2022/23 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
 ACOE District Advisor

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute
 (name continued) College Preparatory Academy
CDS #: 01-61259-0130617
Charter Approving Entity: Oakland Unified School District
County: Alameda
Charter #: 0349
Budgeting Period: 2022/23

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals	Current Budget Year		Total
		Prior Year	Unrest.	Rest.	
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	3,174,524.00	3,585,109.00	0.00	3,585,109.00
Education Protection Account State Aid - Current Year	8012	1,249,474.00	1,244,411.00	0.00	1,244,411.00
State Aid - Prior Years	8019	(9,308.00)	0.00	0.00	0.00
Transfer of Charter Schools in Lieu of Property Taxes	8096	1,576,041.00	1,576,041.00		1,576,041.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00
Total, LCFF Sources		5,990,731.00	6,405,561.00	0.00	6,405,561.00
2. Federal Revenues					
Every Student Succeeds Act (Titles I - V)	8290	257,872.00		231,808.00	231,808.00
Special Education - Federal	8181, 8182	87,536.00		76,160.00	76,160.00
Child Nutrition - Federal	8220	376,683.00		350,000.00	350,000.00
Donated Food Commodities	8221	0.00		0.00	0.00
Other Federal Revenues	8110, 8260-8299	1,082,405.00		1,806,830.00	1,806,830.00
Total, Federal Revenues		1,804,496.00	0.00	2,464,798.00	2,464,798.00
3. Other State Revenues					
Special Education - State	StateRevSE	509,925.00		443,527.00	443,527.00
All Other State Revenues	StateRevAO	1,484,093.00	80,436.00	726,552.00	806,988.00
Total, Other State Revenues		1,994,018.00	80,436.00	1,170,079.00	1,250,515.00
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	6,753.00	5,000.00	0.00	5,000.00
Total, Local Revenues		6,753.00	5,000.00	0.00	5,000.00
5. TOTAL REVENUES					
		9,795,998.00	6,490,997.00	3,634,877.00	10,125,874.00
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	2,134,079.00	2,268,667.00	296,376.00	2,565,043.00
Certificated Pupil Support Salaries	1200	161,848.00	0.00	253,381.00	253,381.00
Certificated Supervisors' and Administrators' Salaries	1300	364,061.00	298,024.00	110,501.00	408,525.00
Other Certificated Salaries	1900	42,740.00	49,500.00	0.00	49,500.00
Total, Certificated Salaries		2,702,728.00	2,616,191.00	660,258.00	3,276,449.00
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	102,512.00	0.00	150,543.00	150,543.00
Non-certificated Support Salaries	2200	347,676.00	347,208.00	0.00	347,208.00
Non-certificated Supervisors' and Administrators' Sal.	2300	162,947.00	168,703.00	0.00	168,703.00
Clerical and Office Salaries	2400	205,443.00	263,379.00	27,019.00	290,398.00
Other Non-certificated Salaries	2900	4,500.00	6,000.00	0.00	6,000.00
Total, Non-certificated Salaries		823,078.00	785,290.00	177,562.00	962,852.00

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute
(name continued) College Preparatory Academy

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
3. Employee Benefits					
STRS	3101-3102	408,326.00	472,560.00	109,214.00	581,774.00
PERS	3201-3202	192,444.00	208,668.00	25,683.00	234,351.00
OASDI / Medicare / Alternative	3301-3302	113,445.00	102,401.00	28,402.00	130,803.00
Health and Welfare Benefits	3401-3402	575,190.00	460,914.00	77,610.00	538,524.00
Unemployment Insurance	3501-3502	41,005.00	33,743.00	11,876.00	45,619.00
Workers' Compensation Insurance	3601-3602	39,500.00	38,103.00	9,388.00	47,491.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00	0.00
Total, Employee Benefits		1,369,910.00	1,316,389.00	262,173.00	1,578,562.00
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	90,152.00	40,000.00	55,000.00	95,000.00
Books and Other Reference Materials	4200	3,567.00	2,000.00	5,000.00	7,000.00
Materials and Supplies	4300	634,328.00	158,000.00	250,796.00	408,796.00
Noncapitalized Equipment	4400	22,166.00	0.00	20,000.00	20,000.00
Food	4700	385,000.00	0.00	387,683.00	387,683.00
Total, Books and Supplies		1,135,213.00	200,000.00	718,479.00	918,479.00
5. Services and Other Operating Expenditures					
Subagreements for Services	5100	70,000.00	20,000.00	50,000.00	70,000.00
Travel and Conferences	5200	14,800.00	15,000.00	3,718.00	18,718.00
Dues and Memberships	5300	14,500.00	15,000.00	0.00	15,000.00
Insurance	5400	108,396.00	120,000.00	0.00	120,000.00
Operations and Housekeeping Services	5500	442,500.00	453,000.00	0.00	453,000.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	391,005.00	260,000.00	159,441.00	419,441.00
Transfers of Direct Costs	5700-5799		(1,160,730.00)	1,160,730.00	0.00
Professional/Consulting Services & Operating Expend.	5800	1,616,530.00	774,917.00	1,099,994.00	1,874,911.00
Communications	5900	99,500.00	65,500.00	12,000.00	77,500.00
Total, Services and Other Operating Expenditures		2,757,231.00	562,687.00	2,485,883.00	3,048,570.00
6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)					
Land and Improvements of Land	6100-6170	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00
<i>Depreciation Expense (for full accrual basis only)</i>	6900	445,775.00	350,776.00	0.00	350,776.00
Total, Capital Outlay		445,775.00	350,776.00	0.00	350,776.00
7. Other Outgo					
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00	0.00
Transfer of Indirect Costs	7300-7399	0.00	(148,200.00)	148,200.00	0.00
Debt Service:					
Interest	7438	19,807.00	25,323.00	0.00	25,323.00
Principal	7439	0.00	0.00	0.00	0.00
Total, Other Outgo		19,807.00	(122,877.00)	148,200.00	25,323.00

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute
 (name continued) College Preparatory Academy

8. TOTAL EXPENDITURES		9,253,742.00	5,708,456.00	4,452,555.00	10,161,011.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		542,256.00	782,541.00	(817,678.00)	(35,137.00)

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute
(name continued) College Preparatory Academy

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	(677,295.00)	677,295.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	(677,295.00)	677,295.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		542,256.00	105,246.00	(140,383.00)	(35,137.00)
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	10,743,238.08	10,800,419.00	599,227.00	11,399,646.00
b. Adjustments/Restatements to Beginning Balance	9793, 9795	114,151.92	0.00	0.00	0.00
c. Adjusted Beginning Balance		10,857,390.00	10,800,419.00	599,227.00	11,399,646.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		11,399,646.00	10,905,665.00	458,844.00	11,364,509.00
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711	0.00	0.00		0.00
Stores	9712	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00
b. Restricted	9740	599,227.00		458,844.00	458,844.00
c. Committed					
Stabilization Arrangements	9750	0.00	0.00		0.00
Other Commitments	9760	0.00	0.00		0.00
d. Assigned					
Other Assignments	9780	8,596,922.00	8,301,579.00		8,301,579.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789	1,389,009.00	1,524,152.00	0.00	1,524,152.00
Unassigned / Unappropriated Amount	9790	814,488.00	1,079,934.00	0.00	1,079,934.00

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name:	Oakland Military Institute
(name continued)	College Preparatory Academy
CDS #:	01-61259-0130617
Charter Approving Entity:	Oakland Unified School District
County:	Alameda
Charter #:	0349
Fiscal Year:	2022/23

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
- Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2022/23			Totals for 2023/24	Totals for 2024/25
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	3,585,109.00	0.00	3,585,109.00	4,157,888.00	4,721,940.00
Education Protection Account State Aid - Current Year	8012	1,244,411.00	0.00	1,244,411.00	1,403,621.00	1,543,614.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00	0.00
Transfers of Charter Schools in Lieu of Property Taxes	8096	1,576,041.00	0.00	1,576,041.00	1,576,041.00	1,576,041.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, LCFF Sources		6,405,561.00	0.00	6,405,561.00	7,137,550.00	7,841,595.00
2. Federal Revenues						
Every Student Succeeds Act (Titles I - V)	8290	0.00	231,808.00	231,808.00	231,808.00	231,808.00
Special Education - Federal	8181, 8182	0.00	76,160.00	76,160.00	74,200.00	78,400.00
Child Nutrition - Federal	8220	0.00	350,000.00	350,000.00	375,618.85	382,521.68
Donated Food Commodities	8221	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	1,806,830.00	1,806,830.00	0.00	0.00
Total, Federal Revenues		0.00	2,464,798.00	2,464,798.00	681,626.85	692,729.68
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	443,527.00	443,527.00	485,836.00	525,644.00
All Other State Revenues	StateRevAO	80,436.00	726,552.00	806,988.00	794,147.79	824,626.85
Total, Other State Revenues		80,436.00	1,170,079.00	1,250,515.00	1,279,983.79	1,350,270.85
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	5,000.00	0.00	5,000.00	5,000.00	5,000.00
Total, Local Revenues		5,000.00	0.00	5,000.00	5,000.00	5,000.00
5. TOTAL REVENUES						
		6,490,997.00	3,634,877.00	10,125,874.00	9,104,160.64	9,889,595.53
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,268,667.00	296,376.00	2,565,043.00	2,616,343.86	2,668,670.74
Certificated Pupil Support Salaries	1200	0.00	253,381.00	253,381.00	258,448.62	263,617.59
Certificated Supervisors' and Administrators' Salaries	1300	298,024.00	110,501.00	408,525.00	416,695.50	425,029.41
Other Certificated Salaries	1900	49,500.00	0.00	49,500.00	50,490.00	51,499.80
Total, Certificated Salaries		2,616,191.00	660,258.00	3,276,449.00	3,341,977.98	3,408,817.54
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	0.00	150,543.00	150,543.00	152,801.15	155,093.17
Non-certificated Support Salaries	2200	347,208.00	0.00	347,208.00	352,416.12	357,702.36
Non-certificated Supervisors' and Administrators' Sal.	2300	168,703.00	0.00	168,703.00	171,233.55	173,802.05
Clerical and Office Salaries	2400	263,379.00	27,019.00	290,398.00	294,753.98	299,175.29
Other Non-certificated Salaries	2900	6,000.00	0.00	6,000.00	6,090.00	6,181.35
Total, Non-certificated Salaries		785,290.00	177,562.00	962,852.00	977,294.80	991,954.22

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute
(name continued) College Preparatory Academy

Description	Object Code	FY 2022/23			Totals for 2023/24	Totals for 2024/25
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	472,560.00	109,214.00	581,774.00	593,409.48	605,277.66
PERS	3201-3202	208,668.00	25,683.00	234,351.00	236,475.68	234,510.44
OASDI / Medicare / Alternative	3301-3302	102,401.00	28,402.00	130,803.00	133,053.58	135,343.67
Health and Welfare Benefits	3401-3402	460,914.00	77,610.00	538,524.00	539,183.91	539,863.62
Unemployment Insurance	3501-3502	33,743.00	11,876.00	45,619.00	46,455.51	47,307.59
Workers' Compensation Insurance	3601-3602	38,103.00	9,388.00	47,491.00	48,386.89	49,299.86
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00	0.00	0.00
Total, Employee Benefits		1,316,389.00	262,173.00	1,578,562.00	1,596,965.05	1,611,602.84
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	40,000.00	55,000.00	95,000.00	97,983.00	99,913.26
Books and Other Reference Materials	4200	2,000.00	5,000.00	7,000.00	7,219.80	7,362.03
Materials and Supplies	4300	158,000.00	250,796.00	408,796.00	413,914.20	421,965.12
Noncapitalized Equipment	4400	0.00	20,000.00	20,000.00	0.00	0.00
Food	4700	0.00	387,683.00	387,683.00	399,856.25	407,733.42
Total, Books and Supplies		200,000.00	718,479.00	918,479.00	918,973.25	936,973.83
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	20,000.00	50,000.00	70,000.00	72,198.00	73,620.30
Travel and Conferences	5200	15,000.00	3,718.00	18,718.00	19,189.00	19,493.78
Dues and Memberships	5300	15,000.00	0.00	15,000.00	15,471.00	15,775.78
Insurance	5400	120,000.00	0.00	120,000.00	123,768.00	126,206.23
Operations and Housekeeping Services	5500	453,000.00	0.00	453,000.00	467,224.20	476,428.52
Rentals, Leases, Repairs, and Noncap. Improvements	5600	260,000.00	159,441.00	419,441.00	427,605.00	432,887.83
Transfers of Direct Costs	5700-5799	(1,160,730.00)	1,160,730.00	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	774,917.00	1,099,994.00	1,874,911.00	1,749,297.51	1,509,867.09
Communications	5900	65,500.00	12,000.00	77,500.00	79,556.70	80,887.57
Total, Services and Other Operating Expenditures		562,687.00	2,485,883.00	3,048,570.00	2,954,309.41	2,735,167.10
6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)						
Land and Improvements of Land	6100-6170	0.00	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00
Depreciation Expense (for full accrual only)	6900	350,776.00	0.00	350,776.00	330,574.00	330,574.00
Total, Capital Outlay		350,776.00	0.00	350,776.00	330,574.00	330,574.00
7. Other Outgo						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	(148,200.00)	148,200.00	0.00	0.00	0.00
Debt Service:						
Interest	7438	25,323.00	0.00	25,323.00	24,214.00	23,083.00
Principal	7439	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		(122,877.00)	148,200.00	25,323.00	24,214.00	23,083.00
8. TOTAL EXPENDITURES		5,708,456.00	4,452,555.00	10,161,011.00	10,144,308.49	10,038,172.53
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		782,541.00	(817,678.00)	(35,137.00)	(1,040,147.85)	(148,577.00)

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute
(name continued) College Preparatory Academy

Description	Object Code	FY 2022/23			Totals for 2023/24	Totals for 2024/25
		Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(677,295.00)	677,295.00	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(677,295.00)	677,295.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		105,246.00	(140,383.00)	(35,137.00)	(1,040,147.85)	(148,577.00)
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	10,800,419.00	599,227.00	11,399,646.00	11,364,509.00	10,324,361.15
b. Adjustments to Beginning Balance	9793, 9795	0.00	0.00	0.00	0.00	0.00
c. Adjusted Beginning Balance		10,800,419.00	599,227.00	11,399,646.00	11,364,509.00	10,324,361.15
2. Ending Fund Balance, June 30 (E + F.1.c.)		10,905,665.00	458,844.00	11,364,509.00	10,324,361.15	10,175,784.15
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0.00		0.00	0.00	0.00
Stores	9712	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00	0.00
b. Restricted	9740		458,844.00	458,844.00	176,142.00	161,899.00
c. Committed						
Stabilization Arrangements	9750	0.00		0.00	0.00	0.00
Other Commitments	9760	0.00		0.00	0.00	0.00
d. Assigned						
Other Assignments	9780	8,301,579.00		8,301,579.00	8,027,547.00	7,754,645.00
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	1,524,152.00	0.00	1,524,152.00	1,521,646.00	1,505,726.00
Undesignated / Unappropriated Amount	9790	1,079,934.00	0.00	1,079,934.00	599,026.15	753,514.15

Coversheet

OMI 2022-2023 Local Control Accountability Plan (LCAP)

Section: V. Public Hearing
Item: A. OMI 2022-2023 Local Control Accountability Plan (LCAP)
Purpose:
Submitted by:
Related Material:
2022_Local_Control_and_Accountability_Plan_Oakland_Military_Institute_20220608.pdf

BACKGROUND:

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The components of the LCAP for the 2021-2022 LCAP year must be posted as one document.

The Local Control and Accountability Plan provides information to all stakeholders on how the Oakland Military Institute College Preparatory Academy Plans to use its state funding to help all students but especially those vulnerable groups of students such as English Learners, low income students, foster youth and homeless students.

California funds schools on a per-student basis. Every student who fits into at least one of these targeted groups generates additional funding for their schools. Under state law, LEA's use their LCAP to make the case that spending plans actually serve the best interests of their most vulnerable students.

The LCAP serves the following purposes:

- Forces LEA's to justify their use of state funding.
- Compel LEA's to ask the community what it wants out of its schools.
- Help LEA's to set goals for students' academic performance
- Help LEA's to outline its strategy to improve

After a public hearing the OMI Local Control and Accountability Plan must subsequently be approved by the OMI Board as a separate public meeting prior to June 30th.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Oakland Military Institute, College Preparatory Academy

CDS Code: 01612590130617

School Year: 2022-23

LEA contact information:

Michael O. Dodson

Superintendent

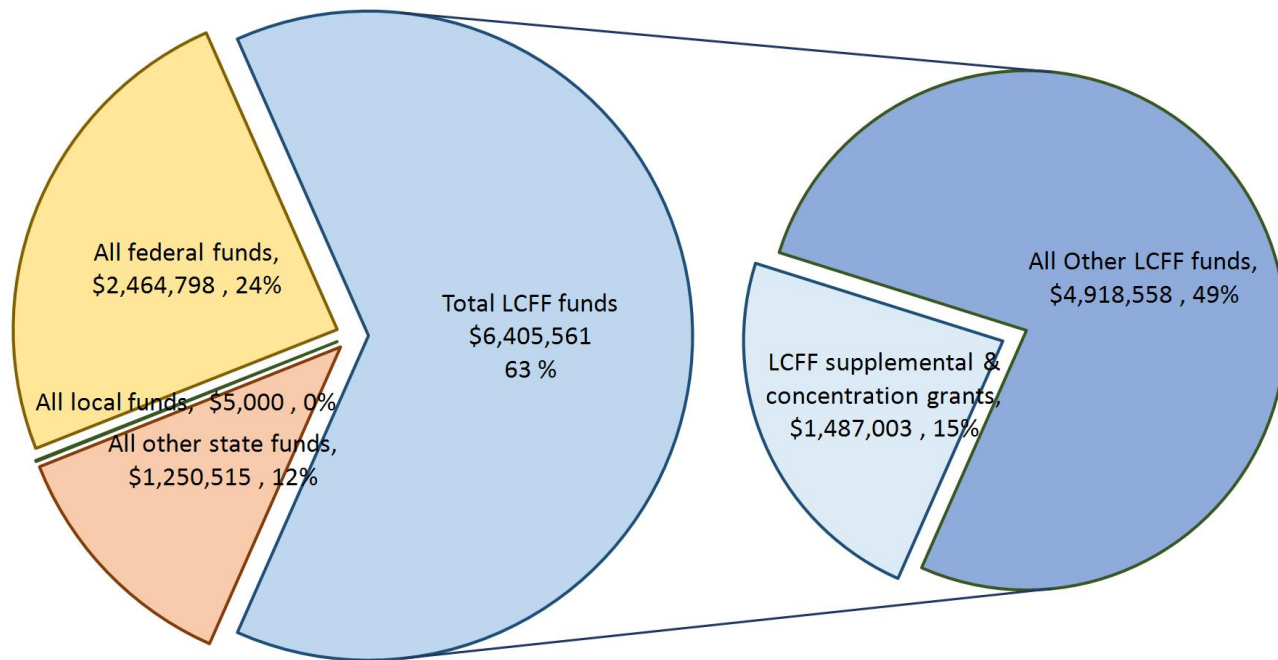
mdodson@omiacademy.org

(510) 594-3992

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2022-23 School Year

Projected Revenue by Fund Source



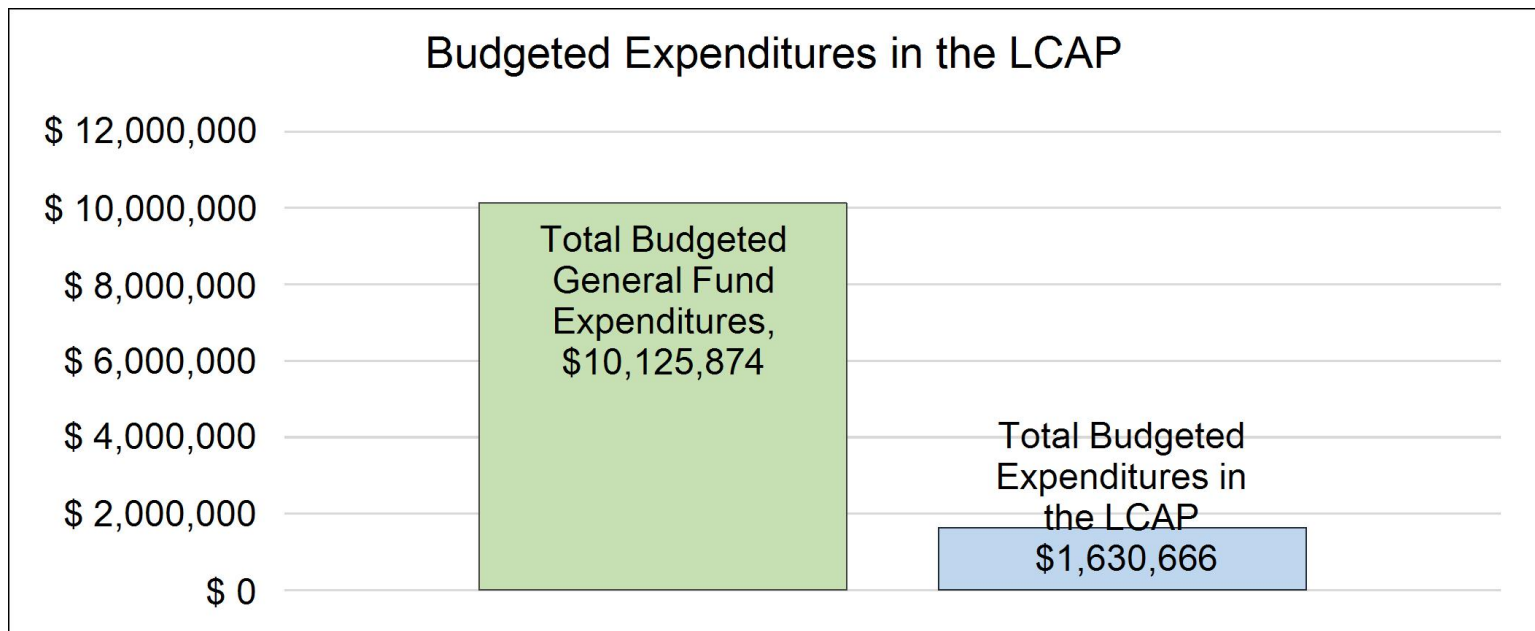
This chart shows the total general purpose revenue Oakland Military Institute, College Preparatory Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Oakland Military Institute, College Preparatory Academy is \$10,125,874.00, of which \$6,405,561.00 is Local Control Funding Formula

(LCFF), \$1,250,515.00 is other state funds, \$5,000.00 is local funds, and \$2,464,798.00 is federal funds. Of the \$6,405,561.00 in LCFF Funds, \$1,487,003.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Oakland Military Institute, College Preparatory Academy plans to spend for 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Oakland Military Institute, College Preparatory Academy plans to spend \$10,125,874.00 for the 2022-23 school year. Of that amount, \$1,630,665.56 is tied to actions/services in the LCAP and \$8,495,557.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

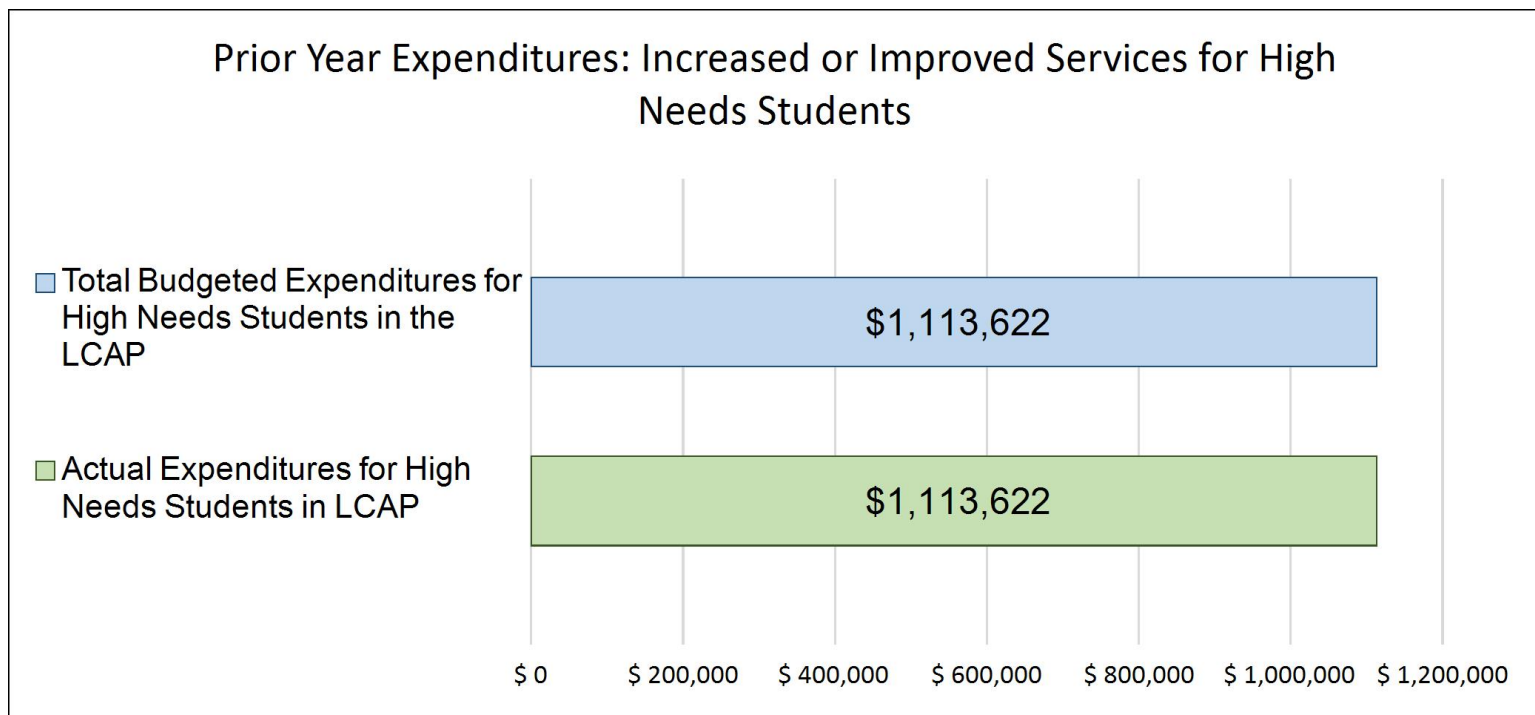
Schoolwide oversight and support costs, such as clerical and classified administrative salaries and benefits, indirect costs, depreciation, and other general operating costs, such as utilities, waste, internet, telephone, legal, and audit expenses. In addition, other state and local grant funded activities not specifically noted, including for the school's Special Education and After School Education and Safety Programs.

Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Oakland Military Institute, College Preparatory Academy is projecting it will receive \$1,487,003.00 based on the enrollment of foster youth, English learner, and low-income students. Oakland Military Institute, College Preparatory Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Oakland Military Institute, College Preparatory Academy plans to spend \$1,487,003.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Oakland Military Institute, College Preparatory Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Oakland Military Institute, College Preparatory Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Oakland Military Institute, College Preparatory Academy's LCAP budgeted \$1,113,622.00 for planned actions to increase or improve services for high needs students. Oakland Military Institute, College Preparatory Academy actually spent \$1,113,622.00 for actions to increase or improve services for high needs students in 2021-22.

The difference between the budgeted and actual expenditures of \$0 had the following impact on Oakland Military Institute, College Preparatory Academy's ability to increase or improve services for high needs students:

There was not impact based on the difference between the budgeted and actual expenditures above.

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oakland Military Institute, College Preparatory Academy	Michael O. Dodson Ed.D. Superintendent	mdodson@omiacademy.org (510) 594-3992

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

Input was solicited from Oakland Military Institute College Preparatory Academy (OMI) educational partners, using the following venues: English Learners Advisory Committee (ELAC) Monthly meetings are held to provide information to our English Learner community and parent town hall meetings. The ELAC parent/guardians and other community members shared their views and expectations on the creation of the LCAP goals. Goal # 2 was created specifically to enhance the academic performance of our English Learners. Whole school Parent Town Halls are held periodically throughout the year as needed, but not less than one per semester. Parents, teachers, students and other stakeholders are given the opportunity to share ideas, provide input and discuss priorities that the school should allocate funding for. Input and feedback received at these meetings were considered during the creation of the 2021-2022 LCAP and continue to guide the school as we implement activities towards those goals. Our monthly school board meetings also provide the opportunity for educational partners to address the OMI Board with information and ideas related to the school goals as well as the funding need to see the goals through to fruition.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

OMI has used the additional concentration add-on funds to hire additional ELD I (English language development) tutors for classroom support as well as tutors for the academic support classes held after school. In addition, OMI has contracted with an afterschool program provider which focuses on credit recovery classes for high school students who are credit deficient. The afterschool staff also address the needs of middle school students who have failed at least one class in the current school year. Afterschool tutors are also funded with with the concentration grant add-on funds. All expenditures of grant funds are aligned and consistent with proposed allocations in the LCAP which was

approved by the Oakland Military Institute, College Preparatory Academy Board of Directors in June 2021.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

OMI began engaging stakeholders on the use of one-time federal starting at its outset and continues to involve them as funds are allocated to the school in increments. An overarching plan was developed with input from parents/guardians, teachers students and other stakeholders including community members. Input was gathered through a variety of venues including town-hall meetings ELAC and SSC meetings, and OMI board meetings. All stakeholders agreed overwhelmingly to use these fund to address the learning loss by creating academic support classes with a robust curriculum and qualified educators and tutors to support students who are struggling after 18 months of distance learning.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

OMI has focused its ESSER III funding to support students in their transition into safe, full-time, in-person learning. Priorities include students' social emotional health, increased support for English learners and special education students. For example, OMI allocated funds for a mental health coordinator, academic tutors in math and English language arts, and ELD and SPED aides over the next three fiscal years. OMI also allocated funds for summer school programs and a full-time attendance clerk to increase student attendance. A significant investment has also been made in education software and hardware technology (online reading and math skills-building programs, interim assessments, credit recovery courses, and Chromebooks and upgraded desktops to ensure that each cadet has a functional computer to use in the classrooms for all their classes).

The school's biggest challenges with the implementation of its plan have been difficulties in finding and hiring qualified staff to support our most at-risk students. While OMI has been able to successfully hire some tutors and aide, it has been difficult to find a mental health counselor/coordinator. The school is making progress with Saturday School and the afterschool credit recovery program; but the impact of those programs are still being assessed through the administration of interim assessments.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

OMI reinstated in-person instruction in March 2021 and has maintained in-person instruction through the 2021-2022 school year. Academic support classes were built into the school day, and afterschool support classes have also been implemented. OMI continues to administer the local RenStar interim assessment for reading and math in the fall semester and just recently administered the interim assessments in January 2022. Results of these assessments are being reviewed to determine additional supports needed.

OMI has utilized additional one-time funds for purchasing updated curriculum software and hardware - including technology tools such as additional classroom sets of chrome books and charging carts. More recently, the school identified the need for a full-time social/emotional counselor to support students with mental and behavioral supports.

The school has also invested significant resources in professional development for staff and hired coaches to support teachers in differentiating instructional strategies.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code*

Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fg/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fg/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: *“A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”*

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oakland Military Institute, College Preparatory Academy	Michael O. Dodson Superintendent	mdodson@omiacademy.org (510) 594-3992

Plan Summary [2022-23]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Oakland Military Institute College Preparatory Academy was formed in 2001 as a partnership between then Oakland Mayor Jerry Brown and the California National Guard. For over two decades, OMI has had a history of promoting excellence for its cadets through academics, character building, and leadership, a formula proven successful in other established military preparatory schools. The OMI Board of Directors adopted a revised mission in school year (SY) 2019-2020 that re-emphasizes the core purpose of the school charter:

MISSION: The mission of the Oakland Military Institute College Preparatory Academy (OMI) is to prepare each of its cadets to qualify for, and succeed in, leading colleges and universities. OMI, through a traditional military school framework, instills honor, integrity and leadership.

OMI was renewed by its authorizer, the Oakland Unified School District (OUSD), in 2019 for a term of five years (currently through June 30, 2024). Since that time, the school has undergone significant changes in its leadership team, its operations and its instructional program. One of the impetus for such changes is a comprehensive Systemic Instructional Review (SIR) and report by the California Collaborative in Educational Excellence (CCEE), which provided OMI with a diagnostic of the school's instructional programs, practices, and implementation of initiatives (academic, behavior, and social emotional). The CCEE SIR also provided OMI a set of comprehensive recommendations to support continuous improvement and to assist the school in building a Multi-tiered System of Support (MTSS) framework.

Unfortunately, just as the school began to implement these recommendations, OMI, along with all public schools, came under the March 2020 State order to close all public school campuses due to COVID-19. The school moved immediately into distance learning and has been focused on serving students through a completely online platform until March 2021 when students were allowed to come back onto the school campuses per public health guidance.

In 2021-2022, OMI enrolled approximately 544, 6th - 12th grade students, with the following demographics:

Hispanic 61.6%, American Indian 0.0%, Asian 16.7%, Filipino .02%, Black/ African American 15.1%, Hawaiian/ Pac. Islander .02%, White 2.2%, Multiple 1.7%, Not Reported 1.7%.

Special populations include the following:

Students with Disabilities at 14.2%, English Learners at 33.6%, Foster Youth .1%, Homeless 1.4%.

OMI's socio-economically disadvantaged population is 63.8%.

Over the past three years, OMI has demonstrated inconsistent achievement. The 2019 CA Dashboard showed the following related to student performance:

English Language Arts (ELA) - Orange

Math (MA) - Red

Graduation Rate - Green

College/Career - Green

Chronic Absenteeism - Orange

Suspension - Red

Local assessments over the 2020-2022 school years have trended downward, particularly with English Learners and special education students. This Local Control Accountability Plan seeks to address the learning loss experienced by the students as the school emerges from the COVID 19 pandemic.

The OMI campus is located in West Oakland at 3877 Lusk Street and has invested heavily in the property with over \$12 million in upgrades and expansions.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

As indicated in the previous section, OMI's performance on the 2019 California School Dashboard follows:

English Language Arts (ELA) - Orange

Math (MA) - Red

Graduation Rate - Green

College/Career - Green

Chronic Absenteeism - Orange

Suspension - Red

At that time, English Language Arts and Math performance dropped significantly at the middle school grade levels, causing the school to move into the orange and red tiers, respectively, on these academic indicators. OMI high school students performed significantly higher than its middle school students prior to the campus closures in March 2020. The suspension rate also increased significantly as the school made a concerted effort to adhere to its discipline policies.

Prior to the state shutdown in 2020 due to COVID 19, OMI had begun efforts to rebuild its curriculum; however the change to distance learning disrupted planned professional development sessions. The school focused on training teachers on the new online platform and on tools to support online learning. OMI did, however, continue to administer the Renaissance Star Reading and Math Assessments (RenSTAR) as diagnostic and interim assessments throughout 2019-2021. Results from the Winter (January 2021) administration yielded the following results:

English Language Arts

5.74% exceed the standard
22.77% met the standard
31.68% nearly met the standard
39.80% did not meet the standard

Mathematics

8.30% exceed the standard
14.52% met the standard
21.99% nearly met the standard
55.19% did not meet the standard

During that year, the percentage of students who met or exceeded standards in ELA and in MA are still low, they do show increases from pre-COVID 19 percentages. End of the year RenSTAR data for 2021 is currently being analyzed with the preliminary results following:

English Language Arts

8.09% exceed the standard
26.78% met the standard
31.02% nearly met the standard
34.10% did not meet the standard

Mathematics

12.50% exceed the standard
13.93% met the standard
20.49% nearly met the standard
53.07% did not meet the standard

The comparison of the Winter and Spring administrations of RenSTAR indicates some gains in student academic progress. One particular area of success observed was with the school's socio-economically disadvantaged (SED) students' performance scores on RenSTAR in spring of 2020 when compared to the 2019 CAASPP. In 2019, 24% of SED students met or exceeded the standard in English, and 7% met or exceeded the standard in math. On RENSTAR summative scores this Spring, 36% of SED students met or exceeded the standard in English, and 26% met or exceeded the standard in math.

Another success is that OMI has made significant changes in a number of operational policies, procedures and protocols during the past 24 months. These include an updated and transparent budget in alignment with educational goals as well as a revised mission statement to reaffirm the school's original purpose. Personnel roles and responsibilities have been clarified, and all teachers will meet current credentialing requirements in the 2021-2022 school year.

OMI staff also made significant upgrades to the school campus during campus closures. These include the following: Removing and replacing old signage, painting the entire front half of the main building, removing graffiti and repainting the perimeter fence. Weeding, removing dead plants, tree pruning and adding over eight yards of new mulch in the planters that surround the school. OMI also installed a brand new HVAC system to all classrooms in the main building and new HVAC filters in the portable classrooms as well as buildings B and C. A new intercom system was also installed on the campus. The school also removed and replaced all restroom fixtures with brand new touch free sinks and toilets and installed brand new touchless drinking faucets throughout the campus. Hand sanitizing stations were also installed throughout the school.

The effort and time used to make these necessary changes will provide students with a clean, healthy and safe learning environment for full in-person learning in the 2021-2022 school year.

OMI was happy to welcome students back to campus full 2021-22 school year; however, the school was met with several challenges resulting from inconsistent student attendance and lack of staffing (explained in the next section).

At the same time, OMI made a concerted effort to support its senior class to meet college requirements. As a result, at the end of the 2022 school year, OMI had a 97% graduation rate, and 93.4% of seniors will be attending two or four-year colleges.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

As mentioned above, OMI met with several challenges in the 2021-2022 school year resulting from inconsistent student attendance and lack of staffing. RENSTAR Interim Assessment Results administered in January 2022 indicates significant drops in student performance due to learning loss:

RenSTAR (January 2022):

English Language Arts (ELA): 28.8% met or exceeded the standard

Math (MA): 16.9% met or exceeded the standard

OMI must continue to work on its instruction, curriculum and student support systems to meet the vision of a college preparatory academy. Lowest performances in both English Language Arts (ELA) and in Math continue to be in critical student subgroups in special education, English learners, African American and Hispanic students.

Based on an analysis of the Winter 2022 RenSTAR results, English learners (EL) performance in grades 6-8 and 11, dropped significantly in ELA during the 18 months of distance learning and continue to languish - and in some areas, decline.

The number of EL students new to OMI increased significantly in the 2020-2021 school year and that number increased again in 2021-2022. Due to distance learning, these students did not have the chance to have the social interaction they needed in order to develop their oral fluency and build the relationships needed in order for them to communicate effectively with their teachers and peers. As a result of these decreases, EL academic performance is one of the key areas of focus in this LCAP.

RenSTAR (January 2022):

English Language Arts (ELA): 3.8% of EL students meet or exceeds the standard

Math (MA): 2.6% of EL students meet or exceeds the standard

Another area of need is in providing additional supports for students with IEPs. While OMI did see small increases in the performance of students with a disability (SWD), as compared to the SWD performance on the CAASPP in 2019, more work needs to be done to help students to meet academic standards. In the CAASPP 2019 administration, ELA, 7% of SWD met or exceeded the standard. No students with a disabilities met or exceeded the standard in math. On RenSTAR summative scores, 18% of SWD met or exceeded the standard in English, and 7% in math. During the time of distance learning, OMI made a concerted effort to increase support to special education students that included study skills classes and diagnostic programs such as iReady. Additionally, students with IEPs were given priority for returning to live classes when the school reopened for in-person learning. More support structures for students with disabilities are also being reviewed. In January 2022, 10% of SWD met or exceeded the standard in English, and 5% in math.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

This LCAP is the result of a concerted effort to assess the school's current student performance post COVID-19. Stakeholder groups were engaged throughout the year in the development of the Learning Continuity and Attendance Plan (LCP), the School Plan for Student Achievement (SPSA) and this LCAP.

Based on where the school has been (pre COVID 19) and where the school intends to be by the time of its renewal in 2023-2024, OMI has developed the following goals and action steps:

Goal #1: Provide high-quality classroom instruction

Action Steps

- * Conduct daily formal and informal classroom observations
- * Identify in-house mentor teachers
- * Require mandatory professional development relevant to individual teacher needs
- * Create a comprehensive teacher evaluation process
- * Ensure high quality instructional technology equipment, training, and learning platforms to support instruction
- * Engage comprehensive training for teachers to develop rigorous, relevant and engaging lessons
- * Provide school-wide AVID training to instructional staff across all content areas

Goal #2: Provide English Learners with the required skills to reach grade level standards/proficiency

Action Steps

- * Ensure all ELD students have access to Designated ELD courses
- * Increase ELD training for all instructional staff to support English Learners
- * Ensure all teachers have CLAD or BCLAD certification according to credentialing information
- * Hire additional teachers and staff to support core and extended learning for EL students
- * Provide Targeted Academic support to EL students

Goal #3: Create a safe, welcoming and inclusive campus environment for all cadets, their families and OMI personnel

Action Steps

- * Implement School-wide Positive Behavioral Interventions and Supports (PBIS) program
- * Increase opportunities for parents to visit the OMI campus
- * Identify and utilize parent liaisons to increase direct communication with families
- * Administer cadet and parent school culture surveys
- * Ensure an effective cadet recruitment process
- * Create comprehensive and sustainable systems within the school to ensure the safety, welfare and academic success of all students

Metrics (how we measure success) for each goal has been created and outlined in this LCAP and targets in each succeeding year on these measurements have been created to measure our success throughout the next three years of this plan. Updates on these metrics are provided annually to assess progress on OMI's goals.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

OMI was identified for differentiated support in the 2019-2020 school year.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

The Alameda County Office of Education (ACOE) met with OMI leadership in March of 2020 to discuss professional development, training and support for all instructional staff. Plans were made to begin training in the 2020-2021 school year; however, these plans were not implemented due to the COVID-19 school closures. Since that time, OMI has engaged, through California Collaborative for Educational Excellence (CCEE), the International Center for Leadership in Education (ICLE) to work with teachers to align their curriculum to priority standards and to develop formative and summative assessments related to these learning standards. Instructional coaches were brought in to support teachers on lesson planning and design in the 2021-2022 school year.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

OMI met with CCEE on a quarterly basis in the 2021-2022 school year to assess its progress on the CCEE SIR report recommendations. Additionally, regular reports will be provided to the OMI Board of Directors regarding OMI's progress on the goals outlined in this LCAP. OMI plans to re-engage ACOE in its work with ICLE in the upcoming school year to broaden and deepen instructional support for teachers.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

A series of virtual town hall meetings were held to solicit input from parents/guardians and community members. The goals were shared at these evening meetings with all participants. The goals were also shared at monthly ELAC committee meetings, SSC meetings and PCA meetings. Feedback from all stakeholders was considered and incorporated in this document where applicable. OMI will continue working on increasing partnerships within the local community as well as entities outside of the community. We continue to welcome input from all stakeholders and other interested parties.

A summary of the feedback provided by specific educational partners.

Generally the feedback received centered around all three of our goals. Stakeholder groups want highly qualified and well trained teachers in all classrooms. They want the campus to maintain a safe learning environment that is based on trust and respect. Stakeholders also wanted more frequent and timely communication from OMI staff. ELAC parents requested more support for their students including additional language programs implemented into the curriculum to support the struggling English Learner students.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Feedback from all stakeholders coupled with administrators' observations had a significant impact on deciding the proposed goals. Community members provided substantial feedback concerning lack of communication between school and local community in regards to events happening in and around the campus. The decision to include Goal 3 as one of OMI's three major goals was influenced by the need to be more inclusive with our neighbors.

Goals and Actions

Goal

Goal #	Description
1	Provide high-quality classroom instruction

An explanation of why the LEA has developed this goal.

OMI students deserve the latest researched based best practices instruction every day in every classroom delivered by highly trained and qualified educators.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Annual CAASPP Scores	CAASPP (2019): English Language Arts (ELA): 26.7% met or exceeded the standard Math (MA): 9.95% met or exceeded the standard	CAASPP (2022): TBA Fall 2022			CAASPP English Language Arts (ELA): 50% meets or exceeds the standard Math (MA): 40% meets or exceeds the standard
Renaissance Star Reading and Math Assessment Results	RenSTAR (2020): English Language Arts (ELA): 34.8% met or exceeded the standard Math (MA): 26.4% met or exceeded the standard RenSTAR (May 2021):	RenSTAR (January 2022): English Language Arts (ELA): 28.8% met or exceeded the standard Math (MA): 16.9% met or exceeded the standard			RenSTAR: English Language Arts (ELA): 57% meets or exceeds the standard Math (MA): 45% meets or exceeds the standard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	English Language Arts (ELA): 30.1% met or exceeded the standard Math (MA): 26.2% met or exceeded the standard				
Core Growth Measure (Middle School)	Core Growth Measure (2018-2019) ELA Growth: 35th percentile Math Growth: 19th percentile	No Growth Data Until Fall 2023.			Core Growth Measure ELA Growth: 50th percentile Math Growth: 50th percentile
8th Grade Promotion Rate	92% 8th Grade Promotion 65% 8th Grade Promoted w/o Summer School (2021) 100% Promoted after Summer School	62% 8th Graders Promoted w/o Summer School (2022) - 38% need to take Summer School			100% 8th Grade Promotion
High School Graduation Rate	High school graduation (2020): 85.6% High school graduation (2021) 80.8%	High school graduation (2022): TBA Fall 2022			High school graduation: 98%
College/Career Indicator (CCI)	CCI (2019): 57.1% Students Prepared	TBA Fall 2022			CCI: 80% Students Prepared

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
College Acceptance Rate	65.71% Attending 2 or 4 year Colleges	93.44% Attending 2 or 4 year Colleges (2022)			95% Attending 2 or 4 year Colleges

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Conduct daily formal and informal classroom observations	Director of Teaching and Learning, Student Services Coordinator and the Superintendent will maintain a high degree of visibility throughout the campus including daily classroom observations. Each teacher will be observed a minimum of 3 times each semester, including 2 informal and 1 formal observation per teacher per semester.	\$112,492.00	No
1.2	Identify in-house mentor teachers	Through formal and informal observations the Superintendent and CAO will generate a list of potential mentor teachers based on criteria which focuses on research based best instructional practices.	\$15,800.00	Yes
1.3	Require mandatory professional development relevant to individual teacher needs.	Offer a variety of professional development sessions relevant to the needs of the staff. Assign teachers to professional development sessions based on results from formal and informal observations (i.e. classroom management training, creating engaging lesson plans, Planning 90 minute daily lessons, etc)	\$126,372.56	Yes

Action #	Title	Description	Total Funds	Contributing
1.4	Create a comprehensive teacher evaluation process	Contract with outside consultant to develop and deliver whole staff professional development sessions monthly. Superintendent and Director of Teaching and Learning will participate in administrator evaluation professional development session/s. Distribute manuals and workbooks that will be used during teacher evaluation professional development.	\$15,263.00	No
1.5	Ensure high quality instructional technology equipment, training, and learning platforms to support instruction	OMI will purchase new classroom sets of chrome-books for in school use. Update old and outdated software to correspond with new computers. Ensure teachers and students are properly trained on the usage and maintenance of the new technology.	\$74,585.00	Yes
1.6	Engage comprehensive training for teachers to develop rigorous, relevant and engaging lessons, including program instructional materials	OMI has contracted with ICLE to conduct training for the ELA and Math Department teachers. Teachers will be trained on developing whole units of study based on a selection of identified power standards.	\$70,000.00	Yes
1.7	Provide school-wide AVID training to instructional staff across all content areas	Hire contractor/ trainer to deliver whole staff professional development teaching the staff the AVID strategies and skills that will help OMI students to become efficient in study skills, note taking skills, highlighting strategies etc. Implement AVID strategies throughout each classroom. Superintendent and CAO will observe AVID strategies being used in the classrooms during formal and informal observations.	\$214,050.00	Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

OMI has made progress on a number of action steps under this goal of providing high quality instruction. There has been more administrator presence in classrooms this year, and sequential professional development on creating rigorous classroom lesson plans was provided throughout the year. Three instructional coaches were also deployed to support teachers this year. The school created a common classroom observation form and conducted evaluations on each teacher. Department lead teachers were identified and an instructional leadership team (ILT) was reconstituted in the second semester. All staff were provided with updated technology equipment and resources when the students were brought back to in-person learning at the beginning of the 2021-2022 school year.

AVID training for staff, however, was not implemented, but is in development for next year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

OMI did not fill its Chief Academic Office position in the second half of the year and a number of additional trainings/conferences were not attended due to challenges with COVID-19 surges throughout the 2021-2022 school year. Additionally, a number of teaching positions could not be filled. The result is that allocated professional funds were not fully expended, especially in action 1.6. Additionally, activities such as the AVID training could not be implemented due to staff shortages.

An explanation of how effective the specific actions were in making progress toward the goal.

Despite the instructional staff trainings, and the new teacher evaluation process; student progress declined over the course of the year. OMI recognizes that it will take time for the trainings to take effect. Additionally, stronger student supports are needed (outlined in Goals #2 and #3). A more robust instructional support systems to assist teachers in the creation of rigorous lesson plans and curriculum units based on focus standards will be provided through ICLE in the next school year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

There are no changes to the metrics and planned goals at this time.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Provide English Learners with the required skills to reach grade level standards/proficiency

An explanation of why the LEA has developed this goal.

OMI's English Learner students have experienced the greatest learning loss due to the COVID-19 pandemic. This goal was created to help bridge the gap between our English Learner students to other OMI students.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELPAC Growth	English Learners ELPAC annual growth data (2019): 47.1% English Learners ELPAC annual growth data (2021): 25.8%	English Learners ELPAC annual growth data (2022): TBA Fall 2022			English Learners ELPAC annual growth data: 60%
Reclassification Rate	EL Reclassification Rate (2019-2020): 9% EL Reclassification Rate (2020-2021): 5.5%	EL Reclassification Rate (2021-2022): TBA Fall 2022			EL Reclassification Rate: 15%
EL Proficiency Level RenSTAR	RenSTAR (2020): English Language Arts (ELA): 9%	RenSTAR (January 2022): English Language Arts (ELA): 3.8%			RenSTAR (2020): English Language Arts (ELA): 45%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Math (MA): 7% of EL students meet or exceeds the standard RenSTAR (May 2021): English Language Arts (ELA): 5.1% Math (MA): 6.5% of EL students meet or exceeds the standard	Math (MA): 2.6% of EL students meet or exceeds the standard			Math (MA): 40% of EL students meet or exceeds the standard
EL Meeting or exceeding standard on CAASPP	CAASPP (2019): English Language Arts (ELA): 8% Math (MA): 3%	CAASPP (2022) TBA Fall 2022			CAASPP (2019): English Language Arts (ELA): 40% Math (MA): 40%
RFEP students meeting annual goals on standards mastery and grade requirements	57% of RFEP students met annual goals on standards mastery and grade requirements	54.5% of RFEP students met annual goals on standards mastery and grade requirements			100% of RFEP students meet annual goals on standards mastery and grade requirements
CLAD/BCLAD certification from Commission on Teacher Credentialing	66% of teachers have CLAD/BCLAD Certification	81.3% of teachers have CLAD/BCLAD/ELA Certification			100% of teachers have CLAD/BCLAD Certification

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Ensure all EL students have access	Increasing the school supports for our ELD population who have experienced the greatest percentage of learning loss due to the Covid-19 Pandemic.	\$122,047.00	Yes

Action #	Title	Description	Total Funds	Contributing
	to Designated ELD courses			
2.2	Increase ELD training for all instructional staff to support English Learners	<p>Increase ELD training for all instructional staff to support English Learners.</p> <p>Support training and implementation of the updated EL Master Plan throughout the school. This includes a) criteria for EL identification; b) coordinating the administration of mandated EL assessments; c) coaching teachers to build capacity and provide direct supports to EL students; and d) professional learning opportunities focused on EL students.</p> <p>Provide all teachers with ELD support materials based on content courses.</p>	\$55,009.00	Yes
2.3	Ensure all teachers have CLAD or BCLAD certification according to credentialing information	<p>Audit current credentialing status and create pathways to certification for current employees.</p> <p>Increase outreach efforts to communicate with and secure employment from teachers with CLAD or BCLAD.</p>	\$6,000.00	Yes
2.4	Hire additional staff to support core and extended learning for EL students	<p>Hire 2.5 bilingual EL Aids for push-in support in classrooms.</p> <p>Purchase Achieve 3000 ELA Intervention Program</p> <p>Hire .5 EL Coordinator (Student Services)</p>	\$168,822.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.5	Provide Targeted Academic support to EL students	Additional targeted academic support needed to help bridge the learning gap between English Learner students and other OMI students.	\$287,263.00	Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

To meet the goal to provide English Learners with the required skills to reach grade level standards/proficiency, OMI hired a second ELD teacher and 4 additional ELD instructional aides. In addition, the new ELD teacher is also a mentor teacher who provided professional development sessions throughout the year to the whole staff. She was also the BTSA mentor teacher for the first year ELD teacher. This goal was implemented as planned. Approximately one third of OMI students are English Learners. The hiring of the additional EL instructional aides was justified due to the amount of students needing additional support. Having the increased support of the EL instructional aides pushing into general education classrooms throughout the day added the much needed support for our neediest EL learners.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no significant difference between what was budgeted and what was spent to improve the services and supports for our English learners

An explanation of how effective the specific actions were in making progress toward the goal.

We feel that the supports we put in place throughout the 2021-2022 school year resulted in increased academic achievement for our English Learner Cadets. We await the results of the ELPAC and the CAASSP exams. upon receipt and analysis of the testing data, we will adjust, modify or add additional supports as necessary.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

No foreseeable changes to this goal at this time.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Create a safe, welcoming and inclusive campus environment for all cadets, their families and OMI personnel

An explanation of why the LEA has developed this goal.

Student enrollment has declined over recent years. One possible reason may be due to the perception that the OMI campus is unsafe, unwelcoming and non-inclusive.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Annual Parent Survey Results	74.3% Parents are Satisfied or Very Satisfied with the school overall (Baseline Winter 2021)	74.3% Parents are Satisfied or Very Satisfied with the school overall (Baseline)			85% Parents are Satisfied or Very Satisfied with the school overall
Annual Student Survey Results	66.5% Students are Satisfied or Very Satisfied with the school overall (Baseline Winter 2021)	66.5% Students are Satisfied or Very Satisfied with the school overall (Baseline)			90% Students are Satisfied or Very Satisfied with the school overall
Parent Engagement (committees, school events, parent meetings) Annually	20% Parents engaged in committees, school events, volunteers or parent meetings	10% Parents engaged in committees, school events, volunteers or parent meetings			75% Parents engaged in committees, school events, volunteers or parent meetings
Annual Student Attrition	8% Student Attrition	17% Student Attrition			3% Student Attrition

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Suspension/Expulsion Rate	Suspension Rate (2019) 13.2%	Suspension Rate (2022) TBA%			5% Suspension Rate
Average Daily Attendance Rate	95.04% ADA	90.3% ADA (2021-2022)			98% ADA
Annual School Application/Enrollment Target	91% of Available Seats Filled	82% Available Seats Filled			100% Available Seats Filled

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Implement School-wide Positive Behavioral Interventions and Supports (PBIS) program	Due to the decrease in disciplinary OMI will reallocate funds to increasing professional Development with our Academic Support Groups (ASG). OMI will also contract with the BARR center. Personnel from the BARR center will deliver professional Development to OMI staff in early August. The BARR center's focus is Building Assets, Reducing Risks.	\$60,000.00	Yes
3.2	Increase opportunities for parents to visit the OMI campus	Make OMI more inviting to all stakeholders by increasing opportunities for parents, guardians and community members to play an active role in activities and decision making on campus.	\$5,000.00	Yes
3.3	Identify and utilize parent liaison to increase direct communication with families	Create a parent liaison position that allows for all stakeholders to have a "go to" person to share concerns, issues, questions or comments. The Parent Liaison will have direct access to Superintendent, Director of Teaching and Learning and the Commandant through scheduled monthly meetings.	\$5,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.4	Administer cadet and parent school culture surveys	Identify an approved School Climate Satisfaction survey that addresses areas of campus safety, school culture, communication, teacher satisfaction etc.	\$2,000.00	Yes
3.5	Ensure an effective cadet recruitment process	Revamp the OMI student recruitment process. Incorporate new innovative ideas on how OMI actively recruits new cadets. Upgrade the OMI website with the most current and relevant information. Make the school a more desirable place for students to enroll to get a first class education.	\$40,000.00	No
3.6	Create comprehensive and sustainable systems within the school to ensure the safety, welfare and academic success of all students	Ensure that all day to day operational aspects of running a school are functioning at full capacity. Ensure all academic and social-emotional needs are being met for all OMI students.	\$453,762.00	Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Due to the restructuring of the Academic Support Groups (ASG), disciplinary issues decreased significantly. The ASG's are meeting the needs and supporting the whole student, academically, behavioral and socio-emotional. We have also contracted with the BARR organization for next year to bring in more training and professional development for all staff. BARR is a strengths-based educational model that provides schools with a comprehensive approach to meeting the academic, social and emotional needs of all students through data and relationships.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The majority of resources that we identified to meet the objectives of goal # 3, were for the most part not spent in the 2021-2022 school year. The BARR program will help OMI create and implement student support reviews and systems that the school has not had in place. The funding that was allocated will carry over to the 2022-2023 school year and be used accordingly.

An explanation of how effective the specific actions were in making progress toward the goal.

This goal will carry over to the 2022-2023 school years. Upon hiring the new Director of Teaching and Learning, the tasks of implementing the systems identified by OMI administrators in conjunction with the BARR organization we will be able to better determine the effectiveness of this goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

We changed our thinking about bringing on PBIS. with the reconfiguration of the Academic Support Groups and the decreasing numbers of behavior incidents, We found it to be more beneficial to continue in the direction of whole child development. BARR has similar skills and strategies to PBIS, however, the training and professional development is more hands on which creates better buy-in from the entire staff

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
1,487,003.00	30.23

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
23.21%	0.00%	\$0.00	23.21%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

OMI is a single school LEA with a student population that fluctuates between 67 and 77% socio-economically disadvantaged and 34% English learners. The goals created under this LCAP are targeted to support these large populations of students within the school. One of the three goals (and related actions) in this plan specifically addresses the gaps in achievement of OMI's English learner population based on winter and spring standardized assessments.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

OMI has a high student population that fall into at least two of the three categories. The goals were created to meet the needs of these students. Specifically over half of our Hispanic students are English learners. Our Hispanic students suffered the greatest amount of learning loss due to the pandemic. Goal # 2 was created to provide extra supports and resources to our English Learners. 1% of our students have been identified as low income. We believe the percentage is higher than what is documented so all three goals were created for the benefit of our foster youth. Specifically goal number three which was created to help families engage and connect with the school. 94.44 of the students that meet all three criteria are Hispanic. Although the goals were created to support academic achievement of all students. Adding

the extra supports and resources we expect to see all of our students experience some level of academic success. We expect students who meet the above criteria to experience the same levels of achievement and successes as their counterparts.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Additional concentration grant add-on funding will be utilized for additional afterschool tutors and for instructional aides, specifically for English Learners.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		1:33
Staff-to-student ratio of certificated staff providing direct services to students		1:12

2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$1,717,114.56	\$70,034.00		\$46,317.00	\$1,833,465.56	\$1,010,231.06	\$823,234.50

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Conduct daily formal and informal classroom observations	All	\$112,492.00				\$112,492.00
1	1.2	Identify in-house mentor teachers	English Learners Foster Youth Low Income	\$15,800.00				\$15,800.00
1	1.3	Require mandatory professional development relevant to individual teacher needs.	English Learners Foster Youth Low Income	\$109,372.56			\$17,000.00	\$126,372.56
1	1.4	Create a comprehensive teacher evaluation process	All	\$15,263.00				\$15,263.00
1	1.5	Ensure high quality instructional technology equipment, training, and learning platforms to support instruction	English Learners	\$60,000.00			\$14,585.00	\$74,585.00
1	1.6	Engage comprehensive training for teachers to develop rigorous, relevant and engaging lessons, including program instructional materials	English Learners	\$60,000.00	\$10,000.00			\$70,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.7	Provide school-wide AVID training to instructional staff across all content areas	English Learners	\$202,800.00	\$11,250.00			\$214,050.00
2	2.1	Ensure all EL students have access to Designated ELD courses	English Learners Foster Youth Low Income	\$122,047.00				\$122,047.00
2	2.2	Increase ELD training for all instructional staff to support English Learners	English Learners Foster Youth Low Income	\$55,009.00				\$55,009.00
2	2.3	Ensure all teachers have CLAD or BCLAD certification according to credentialing information	English Learners	\$6,000.00				\$6,000.00
2	2.4	Hire additional staff to support core and extended learning for EL students	English Learners	\$151,000.00	\$17,822.00			\$168,822.00
2	2.5	Provide Targeted Academic support to EL students	English Learners Foster Youth Low Income	\$273,263.00	\$14,000.00			\$287,263.00
3	3.1	Implement School-wide Positive Behavioral Interventions and Supports (PBIS) program	English Learners Foster Youth Low Income	\$55,000.00	\$5,000.00			\$60,000.00
3	3.2	Increase opportunities for parents to visit the OMI campus	English Learners Foster Youth Low Income	\$5,000.00				\$5,000.00
3	3.3	Identify and utilize parent liaison to increase direct communication with families	English Learners Foster Youth Low Income	\$5,000.00				\$5,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.4	Administer cadet and parent school culture surveys	English Learners Foster Youth Low Income	\$2,000.00				\$2,000.00
3	3.5	Ensure an effective cadet recruitment process	All	\$40,000.00				\$40,000.00
3	3.6	Create comprehensive and sustainable systems within the school to ensure the safety, welfare and academic success of all students	English Learners Foster Youth Low Income	\$427,068.00	\$11,962.00		\$14,732.00	\$453,762.00

2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
6,405,561.00	1,487,003.00	23.21%	0.00%	23.21%	\$1,549,359.56	0.00%	24.19 %	Total:	\$1,549,359.56
								LEA-wide Total:	\$1,549,359.56
								Limited Total:	\$0.00
								Schoolwide Total:	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.2	Identify in-house mentor teachers	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$15,800.00	
1	1.3	Require mandatory professional development relevant to individual teacher needs.	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$109,372.56	
1	1.5	Ensure high quality instructional technology equipment, training, and learning platforms to support instruction	Yes	LEA-wide	English Learners	All Schools	\$60,000.00	
1	1.6	Engage comprehensive training for teachers to develop rigorous, relevant and engaging lessons, including program instructional materials	Yes	LEA-wide	English Learners	All Schools	\$60,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.7	Provide school-wide AVID training to instructional staff across all content areas	Yes	LEA-wide	English Learners	All Schools	\$202,800.00	
2	2.1	Ensure all EL students have access to Designated ELD courses	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$122,047.00	
2	2.2	Increase ELD training for all instructional staff to support English Learners	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$55,009.00	
2	2.3	Ensure all teachers have CLAD or BCLAD certification according to credentialing information	Yes	LEA-wide	English Learners	All Schools	\$6,000.00	
2	2.4	Hire additional staff to support core and extended learning for EL students	Yes	LEA-wide	English Learners	All Schools	\$151,000.00	
2	2.5	Provide Targeted Academic support to EL students	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$273,263.00	
3	3.1	Implement School-wide Positive Behavioral Interventions and Supports (PBIS) program	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$55,000.00	
3	3.2	Increase opportunities for parents to visit the OMI campus	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$5,000.00	
3	3.3	Identify and utilize parent liaison to increase direct communication with families	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$5,000.00	
3	3.4	Administer cadet and parent school culture surveys	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,000.00	
3	3.6	Create comprehensive and sustainable systems within the school to ensure the safety, welfare and academic success of all students	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$427,068.00	

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$2,793,548.00	\$1,650,617.99

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Conduct daily formal and informal classroom observations. Assign coaches to new teachers and create observation schedules	No	\$143,818.00	\$144,095.00
1	1.2	Identify in-house mentor teachers. Assign first and second year teachers to BTSA coach	Yes	\$40,500.00	\$5,100.00
1	1.3	Require mandatory professional development relevant to individual teacher needs	Yes	\$259,230.00	\$89,073.68
1	1.4	Create a comprehensive teacher evaluation process	No	\$30,000.00	\$41,556.18
1	1.5	Ensure high quality instructional technology equipment, training, and learning platforms to support instruction	Yes	\$161,312.00	\$156,238.96
1	1.6	Engage comprehensive training for teachers to develop rigorous, relevant and engaging lessons, including program instructional materials	Yes	\$110,000.00	\$90,152.00
1	1.7	Provide school-wide AVID training to instructional staff across all content areas	Yes	\$44,350.00	0
2	2.1	Ensure all EL students have access to Designated ELD courses	Yes	\$133,700.00	\$93,882.17

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.2	Increase ELD training for all instructional staff to support English Learners	Yes	\$70,000.00	\$54,652.65
2	2.3	Ensure all teachers have CLAD or BCLAD certification according to credentialing information	Yes	\$5,000.00	\$5,995.00
2	2.4	Hire additional staff to support core and extended learning for EL students	Yes	\$125,000.00	\$129,407.75
2	2.5	Provide Targeted Academic support to EL students	Yes	\$146,375.00	\$102,512.00
3	3.1	Implement School-wide Positive Behavioral Interventions and Supports (PBIS) program	Yes	\$44,376.00	0
3	3.2	Increase opportunities for parents to visit the OMI campus	Yes	\$5,000.00	0
3	3.3	Identify and utilize parent liaison to increase direct communication with families	Yes	\$5,000.00	0
3	3.4	Administer cadet and parent school culture surveys	Yes	\$3,000.00	\$1,850.00
3	3.5	Ensure an effective cadet recruitment process	No	\$41,000.00	\$36,675.00
3	3.6	Create comprehensive and sustainable systems within the school to ensure the safety, welfare and academic success of all students	Yes	\$1,425,887.00	\$699,427.60
3	3.7	Create grade-level academic support groups	Yes		

2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
1,426,403	\$1,511,559.75	\$1,428,291.53	\$83,268.22	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	Identify in-house mentor teachers. Assign first and second year teachers to BTSA coach	Yes	\$40,500.00	\$5,100.00		
1	1.3	Require mandatory professional development relevant to individual teacher needs	Yes	\$243,000.00	\$89,074.00		
1	1.5	Ensure high quality instructional technology equipment, training, and learning platforms to support instruction	Yes	\$147,812.00	\$156,238.96		
1	1.6	Engage comprehensive training for teachers to develop rigorous, relevant and engaging lessons, including program instructional materials	Yes	\$90,152.00	\$90,152.00		
1	1.7	Provide school-wide AVID training to instructional staff across all content areas	Yes	\$44,350	0		
2	2.1	Ensure all EL students have access to Designated ELD courses	Yes	\$133,700.00	\$93,882.17		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
2	2.2	Increase ELD training for all instructional staff to support English Learners	Yes	\$70,000.00	\$54,652.65		
2	2.3	Ensure all teachers have CLAD or BCLAD certification according to credentialing information	Yes	\$5,000.00	\$5,995.00		
2	2.4	Hire additional staff to support core and extended learning for EL students	Yes	\$129,407.75	\$129,407.75		
2	2.5	Provide Targeted Academic support to EL students	Yes	\$102,512.00	\$102,512.00		
3	3.1	Implement School-wide Positive Behavioral Interventions and Supports (PBIS) program	Yes	\$44,376.00	0		
3	3.2	Increase opportunities for parents to visit the OMI campus	Yes	\$5,000.00	0		
3	3.3	Identify and utilize parent liaison to increase direct communication with families	Yes	\$5,000.00	0		
3	3.4	Administer cadet and parent school culture surveys	Yes	\$36,675.00	\$1,850.00		
3	3.6	Create comprehensive and sustainable systems within the school to ensure the safety, welfare and academic success of all students	Yes	\$414,075.00	\$699,427.00		
3	3.7	Create grade-level academic support groups	Yes				

2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
4,226,881	1,426,403	0	33.75%	\$1,428,291.53	0.00%	33.79%	\$0.00	0.00%

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For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

Coversheet

Approve the Education Protection Account (EPA) Expenditure Summary

Section: VI. Action Items
Item: A. Approve the Education Protection Account (EPA) Expenditure Summary
Purpose: Vote
Submitted by:
Related Material: OMI EPA-A2 Expenditure Summary FY 2021-22.xlsx - EPA Expenses.pdf

BACKGROUND:

The OMI Education Protection Account (EPA) expenditures for Fiscal Year 2021-2022 reporting requirement is based on the voters' approval of Proposition 30 in November 2012 added language to the California Constitution (specifically Article XIII, Section 36) creating in the state General Fund an Education Protection Account (EPA) to receive and disburse revenues generated by Proposition 30 tax increases through the end of 2018. The added language requires all school district, county office, and charter school governing boards to determine and approve how EPA revenues are expended.

This determination is to be made in open session of a public board meeting, and the funds cannot be used for administrative salaries and benefits or any other administrative costs. In addition, each local education agency is required to annually publish on its website an annual accounting of how much money was received from the EPA and how that money was spent.

EPA funds offset the state's General Fund contribution to K-12 education funding calculated pursuant to the Local Control Funding Formula (LCFF). Local property taxes (for school districts and county offices) or in-lieu property tax payments (for charter schools) make up the balance of LCFF dollars.

Total EPA Expenditures \$1,249,474.00

Instruction – Teachers' Salaries plus (STRS, Medicare, State Unempl. Ins., Wkrs. Comp)

RECOMMENDATION:

The CFO recommends the OMI Board of Directors approve the 2021-22 Education Protection Account (EPA) Expenditure Summary.

Sample Unified School District
Education Protection Account Expenditure Summary
Fiscal Year 2021-22
General Fund, Resource 1400

Description	Function	Amount
EXPENDITURES AND OTHER FINANCING USES (Objects 1000-7999)		
Instruction	1000-1999	1,249,474.00
Instruction-Related Services		
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
County Office of Education Only		
County Services to Districts (without regard to Function) (Goal 8600)	various	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		1,249,474.00
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance (Objects 9791-9795)		0.00
Revenue Limit Sources (Object 8012)		1,249,474.00
TOTAL AVAILABLE		1,249,474.00
BALANCE (Total Available minus Expenditures & Other Financing Uses)		0.00

Coversheet

Approve Teacher Salary Schedule (Revised)

Section: VI. Action Items
Item: B. Approve Teacher Salary Schedule (Revised)
Purpose: Vote
Submitted by:
Related Material:
OMI Certificated Salary Schedule.xlsx - 10.9.20- Proposed Salary Sched.pdf

OMI Certificated Salary Schedule				
Service Years	A	B	C	D
	BA	BA +30	BA +45	BA +60
1	\$58,679	\$59,441	\$60,201	\$60,960
2	\$59,441	\$60,197	\$60,957	\$61,717
3	\$60,197	\$60,960	\$61,717	\$62,473
4	\$60,960	\$61,717	\$63,095	\$64,473
5	\$61,717	\$62,473	\$65,027	\$67,580
6	\$62,473	\$63,235	\$66,960	\$70,684
7	\$63,994	\$64,210	\$69,002	\$73,794
8	\$64,754	\$66,723	\$71,812	\$76,900
9	\$65,511	\$69,233	\$74,620	\$80,007
10	\$66,706	\$71,747	\$77,430	\$83,112
11	\$69,026	\$74,258	\$80,239	\$86,219
12	\$71,344	\$76,772	\$81,496	\$86,219
13	\$71,344	\$76,772	\$81,496	\$86,219
14	\$71,344	\$76,772	\$82,548	\$88,324
15	\$71,344	\$76,772	\$82,548	\$88,324
16-20	\$71,344	\$76,772	\$84,100	\$91,427
21 or more	\$71,344	\$76,772	\$84,100	\$91,427
* 10 years maximum credit for years taught in another school district				
One stipend annually	Masters Degree or Doctorate Degree	\$500 (MA) <u>or</u> \$1,000 (Ph.D. or Ed.D)		
Additional stipend annually	National Board Certified	\$1,500		
	CACC Member	\$1,000		
Teacher Hourly Rate:	\$45.31			
Sub Daily Rate	\$250.00			
Non Credentialed Daily Rate:	\$317.18			
Longevity Annual Stipend-based on consecutive years of service with OMI				
5 YOS	\$500			
10 YOS	\$1,000			
15 YOS	\$2,000			
20 YOS	\$3,000			
Annual Stipends:				
<i>*All stipends must be pre-approved by the Superintendent*</i>				
Department Lead	\$1,500			

BTSA Mentor/Coach	\$1700 (one teacher), \$1000 (each add'l teacher) - maximum \$3700			
Music/Jazz Band (Fall & Spring)	\$1,500			
CAB-Student Governmen	\$1,500			
Yearbook	\$1,500			
High School:				
HS Football	\$1,500			
HS Boys Soccer	\$1,500			
HS Girls Soccer	\$1,500			
Baseball	\$1,500			
Softball	\$1,500			
Boys Volleyball	\$1,500			
Girls Volleyball	\$1,500			
HS Boys Basketball	\$1,500			
HS Girls Basketball	\$1,500			
Boys Cross County	\$1,500			
Girls Cross County	\$1,500			
Track and Field	\$1,500			
Junior High:				
Flag Football	\$1,500			
Jr. Soccer	\$1,500			
Jr. Boys Basketball	\$1,500			
Jr. Girls Basketball	\$1,500			
Volleyball	\$1,500			

Coversheet

Approve Resolution on Authorizing Use of Remote Teleconferencing Provisions (AB 361)

Section: VI. Action Items
Item: C. Approve Resolution on Authorizing Use of Remote Teleconferencing Provisions (AB 361)
Purpose:
Submitted by:
Related Material: June OMI - AB 361 Findings Resolution.pdf

BACKGROUND:

Consistent with Government code section 54953, on February 10, 2022 OMI found that meeting in person would present imminent risks to the health or safety of attendees.

At the May 12, 2022, meeting, OMI adopted Resolution 052022, to make a finding after reconsidering the state of emergency, that the current circumstances meet the requirements of AB 361 and Government Code section 54953 for the OMI Board of Directors to continue conducting meetings remotely.

RECOMMENDATION:

The Staff recommends the Board of Directors adopt the attached resolution to continue conducting meetings remotely.



**OAKLAND MILITARY INSTITUTE
COLLEGE PREPARATORY ACADEMY**

3877 Lusk Street | Oakland, CA 94608 | 510 594 3900 | oakmil.org

**RESOLUTION OF THE
OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
BOARD OF DIRECTORS**
(A California Non-Profit Public Benefit Corporation)

Board Resolution No. 062022

**A Resolution Making Certain Findings Necessary to Permit Virtual Board Meetings
Pursuant to AB 361 and Government Code Section 54953(e)**

WHEREAS, Oakland Military Institute College Preparatory Academy, a California nonprofit public benefit corporation, operates Oakland Military Institute College Preparatory Academy (collectively the “Charter School”);

WHEREAS, Assembly Bill No. 361 (“AB 361”) was signed into law on September 16, 2021, and is intended to “improve and enhance public access to . . . local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options . . .”;

WHEREAS, AB 361 permits local legislative bodies subject to the Brown Act to hold virtual meetings without needing to publish the physical locations of Board members or make those locations open to the public if there is a proclaimed state of emergency (pursuant to Section 8625 of the California Emergency Services Act) and either: (i) state or local officials have imposed or recommended measures to promote social distancing, or (ii) there is a finding that, as a result of the emergency, meeting in person “would present imminent risks to the health or safety of attendees . . .”;

WHEREAS, prior to the COVID-19 pandemic, the Charter School’s Board of Directors typically met in-person in Room C102 located at the Charter School’s campus at 3877 Lusk Street, Oakland, California 94608. Due to the pandemic Room C102 is not designed to accommodate a large number of attendees in close proximity. The maximum capacity for the room is 15-20 people.

WHEREAS, at this time, there is not available another proximate location to serve as an alternative meeting space that would present a sufficiently safe option for in-person meetings due to the ongoing COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED, the Charter School’s Board of Directors hereby makes the following findings:

- ❖ On March 4, 2020, the Governor of the State of California, pursuant to the California Emergency Services Act, and, in particular, Government Code Section 8625, issued a Proclamation of a State of Emergency due to conditions caused by COVID-19, and, as of the date of this resolution, the Proclamation has not been rescinded by the Governor or the Legislature. (See, COVID-19 Proclamation of State of Emergency declared March 4, 2020.)



**OAKLAND MILITARY INSTITUTE
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- ❖ As of the date of this resolution, the Alameda County Public Health Department recommends some social distancing measures under certain circumstances.
- ❖ Any in-person meeting of the Board of Directors, whether at the Charter School or other location(s) of the Board Members, could result in violations of state, local, or District health and safety protocols or other unsafe behavior by one or more attendees at an in-person Board meeting and “would present imminent risks to the health or safety of attendees” in light of COVID-19.

BE IT FURTHER RESOLVED, the intent of these findings is to (i) permit the Board to hold virtual public meetings pursuant to the Brown Act without publishing the physical locations from where the members would be joining the virtual meeting (as such meetings would otherwise be held in unsafe locations in light of COVID-19);

BE IT FURTHER RESOLVED, this Resolution is effective for thirty (30) days from the date of this Resolution.

* * *

IN WITNESS THEREOF, the Charter School Board of Directors has adopted the above resolution by the following vote at a regular Board of Directors meeting this 9 day of June 2022.

AYES: _____

NOS: _____

ABSTENTIONS: _____

I, Jose Vargas, am the Board Secretary of Oakland Military Institute College Preparatory Academy and I hereby certify that the foregoing is a true copy of a resolution duly and legally adopted by the Board of Directors on June 9, 2022.

Date: _____

Jose Vargas, Board Secretary
Oakland Military Institute College Preparatory Academy
Board of Directors