



Oakland Military Institute, College Preparatory Academy

Regular Board Meeting

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

Date and Time

Thursday June 23, 2022 at 3:30 PM PDT

Location

Join Zoom Meeting [https://omiacademy.zoom.us/j/93460544372?](https://omiacademy.zoom.us/j/93460544372?pwd=ZUhtUy9JelZZSzg4WERCL3V5RU9PdZ09)

[pwd=ZUhtUy9JelZZSzg4WERCL3V5RU9PdZ09](https://omiacademy.zoom.us/j/93460544372?pwd=ZUhtUy9JelZZSzg4WERCL3V5RU9PdZ09)

Meeting ID: 934 6054 4372

Passcode: 220263

Or

Dial (669) 900-6833

Meeting ID: 934 6054 4372

Passcode: 220263

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

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 June 9, 2022 Regular Meeting

Approve
Minutes

B. OMI Bank Account Activity (May 1, 2022 - May 31, 2022)

C. Personnel Report

III. Superintendent's Update

Superintendent Dr. Dodson will provide the OMI Board an update on the following items:

- Summer School Update
- Cyber High Update
- Teacher Evaluations

IV. Information/Discussion Items

A. Cashflow Update

B. OMI Employee Handbook (Revised)

C. Retention Policy

V. Action Items

A. Approve Oakland Enrolls Memorandum of Understanding for Participating Charter Partners 2022-23 School Year

	Purpose	Presenter	Time
B.	Approve Declaration of Need for Fully Qualified Educators		
C.	Approve the 2022-23 Local Control Accountability Plan (LCAP)		
D.	Approved Certificated Salary Schedule (Revised)		
E.	Approve the 2022-23 School Budget		
F.	Approve Resolution on Authorizing Use of Remote Teleconferencing Provisions (AB 361)		

VI. Board Member Comments

VII. Closing Items

- A.** Adjourn Meeting

Coversheet

Minutes of June 9, 2022 Regular Meeting

Section: II. Approval of Consent Items
Item: A. Minutes of June 9, 2022 Regular Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on June 9, 2022

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on June 9, 2022.

RECOMMENDATION:

The OMI Board of Directors approve the attached minutes for the Regular Board Meeting held on June 9, 2022.



Oakland Military Institute, College Preparatory Academy

Minutes

Regular Board Meeting

Date and Time

Thursday June 9, 2022 at 3:30 PM

Location

Join Zoom Meeting <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/u/ac3ltuE6Es>

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. Clisham (remote), J. Breckenridge (remote), J. Brown (remote), J. Wire (remote), M. Mares (remote)

Directors Absent

D. Baldwin

Guests Present

21 guests joined via Zoom (remote), K. Briseno, Kathryn Wong, Kristie Briseño, Michael Dodson, Shawna Lipsey (remote), Vincent 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 Jun 9, 2022 at 3:34 PM.

C. Public Comment

N/A

D. Ordering of the Agenda

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

M. Mares seconded the motion.

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

Roll Call

D. Baldwin Absent

J. Breckenridge Aye

D. Clisham Aye

J. Wire Aye

J. Brown Aye

M. Mares Aye

II. Approval of Consent Items

A. Minutes of May 12, 2022 Regular Meeting

J. Wire made a motion to approve the minutes from Regular Board Meeting on 05-12-22.

J. Breckenridge seconded the motion.

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

Roll Call

J. Wire Aye
D. Clisham Aye
J. Breckenridge Aye
M. Mares Aye
J. Brown Aye
D. Baldwin Absent

B. Personnel Report

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

J. Breckenridge seconded the motion.

The board requested Ms. Wong, HR Manager, and Dr. Dodson, Superintendent, reach out and visit local universities to recruit tutors for the 2022-23 school year.

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

Roll Call

J. Brown Aye
J. Wire Aye
D. Baldwin Absent
D. Clisham Aye
J. Breckenridge Aye
M. Mares Aye

C. New Contracts

J. Wire made a motion to approve all contracts.

J. Breckenridge seconded the motion.

The board would like teachers' input on the BARR contract/services.

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

Roll Call

D. Clisham Aye
J. Wire Aye
D. Baldwin Absent
J. Brown Aye
J. Breckenridge Aye
M. Mares Aye

D. 2022-23 Board Meeting Dates

J. Wire made a motion to approve the 2022-23 board meeting dates.

J. Breckenridge seconded the motion.

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

Roll Call

M. Mares Aye
J. Breckenridge Aye

Roll Call

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

III. Superintendent's Update

A. Summer School & End of Year Report

Superintendent Dr. Dodson gave an update on summer school and an end of year report. 60 seniors out of 61 graduated in May. He presented attendance reports for Summer School and high school's progress on cyber high.

The board is concerned about the rigor of summer school and believes students need to be retained if they don't successfully complete summer school. Gov. Brown reminded everyone that OMI is a college preparatory academy. The board requested OMI develop a retention policy.

IV. Information/Discussion Items

A. 2022-23 Budget Update

LTC Salazar and Ms. Lillibridge presented the 2022-23 school budget. They explained the May's revisions's potential impact on OMI. Mr. Wire emphasized the importance for the board to understand structural deficits. OMI got hit pretty hard before and they don't want to go down that path again.

V. Public Hearing

A. OMI 2022-2023 Local Control Accountability Plan (LCAP)

Gov. Brown opened the public hearing for the Local Control Accountability Plan (LCAP) at 6:02 PM

Mr. Victor Prado participated in public comment. He pointed out that the budget and LCAP are very related and impact retention. He strongly believes that in order to achieve the LCAP goals students shouldn't be moved along to the next grade level unless they have met OMI's standards.

The LCAP will go to the board for approval on June 23, 2022 Gov. Brown closed the public hearing at 6:24 PM

VI. Action Items

A. Approve the Education Protection Account (EPA) Expenditure Summary

D. Clisham made a motion to approve the EPA expenditure summary.
J. Breckenridge seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

D. Clisham	Aye
J. Brown	Aye
J. Wire	Aye
J. Breckenridge	Aye
D. Baldwin	Absent
M. Mares	Aye

B. Approve Teacher Salary Schedule (Revised)

J. Wire made a motion to approve the revised teacher salary schedule.
J. Breckenridge seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

D. Baldwin	Absent
J. Wire	Aye
M. Mares	Aye
J. Breckenridge	Aye
D. Clisham	Aye
J. Brown	Aye

There was discussion about increasing the steps in the teacher salary schedule. Mr. Wire recommended OMI wait for the governor's budget revisions and revisit this item at the next board meeting on June 23, 2022. In the meantime the attached salary schedule was approved.

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

J. Wire made a motion to approve Resolution on Authorizing Use of Remote Teleconferencing Provisions.
J. Breckenridge seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

D. Baldwin	Absent
J. Wire	Aye
J. Brown	Aye
D. Clisham	No
M. Mares	Aye
J. Breckenridge	Aye

VII. 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 6:57 PM

B. Reconvene to Open Session

The OMI Board of Directors reconvened from Closed Session at 7:04 PM

The board approved the Superintendent's evaluation.

C. Adjourn Meeting

J. Breckenridge made a motion to adjourn the meeting.

M. Mares seconded the motion.

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

Roll Call

M. Mares Aye

D. Baldwin Absent

J. Brown Aye

D. Clisham Aye

J. Wire 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 7:12 PM.

Respectfully Submitted,

J. Brown

Coversheet

OMI Bank Account Activity (May 1, 2022 - May 31, 2022)

Section: II. Approval of Consent Items
Item: B. OMI Bank Account Activity (May 1, 2022 - May 31, 2022)
Purpose:
Submitted by:
Related Material: OMI's Payments issued May 2022.pdf

BACKGROUND:

Staff recommends ratification of payroll and vendor warrants paid between May 1, 2022 – May 31, 2022. Detailed information and supporting documentation are available for review in the Finance Department if needed.

Specific vendor payments and total payroll amounts paid during the specified time period are attached.

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the payroll and vendor warrants paid during the time period of May 1, 2022 – May 31, 2022.

Oakland Military Institute Payments Activity Board Report May 2022

Checks Dated 05/01/2022 through 05/31/2022					
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0001567	05/03/2022	Amazon Capital Services	62-4300	394.85	
			62-4400	237.46	632.31
0001568	05/03/2022	Christopher Lee c/o OMIA	62-4300		478.38
0001569	05/03/2022	CLA Connect	62-5820		1,995.00
0001570	05/03/2022	Comcast Business	62-5900		4,700.00
0001571	05/03/2022	Grainger	62-5600		1,068.91
0001572	05/03/2022	Jason Schilling c/o OMIA	62-4300		816.11
0001573	05/03/2022	Jose Vargas c/o OMIA	62-5200		734.88
0001574	05/03/2022	LS Services, LLC	62-5800		2,976.76
0001575	05/03/2022	Mobile Modular	62-5610		1,024.34
0001576	05/03/2022	Nob Hill Catering Inc	62-4700		34,400.00
0001577	05/03/2022	Noyolas Hauling	62-5530		1,533.00
0001578	05/03/2022	Rachel Mahlke	62-4300		170.49
0001579	05/03/2022	Sammy Enriquez c/o OMIA	62-4320		446.76
0001580	05/03/2022	Scoot Education	62-5810		1,992.00
0001581	05/03/2022	TeamLogic IT of Mountain View	62-5800		500.00
0001582	05/03/2022	ULINE	62-5500		2,950.55
0001583	05/03/2022	Waste Management of Alameda County	62-5530		2,761.55
0001584	05/05/2022	Excell Fire Systems	62-5500		2,989.00
0001585	05/10/2022	AT&T	62-5900		758.41
0001586	05/10/2022	Christopher Lee c/o OMIA	62-4320		243.36
0001587	05/10/2022	City of Oakland False Alarm Reduction Program	62-5300		105.00
0001588	05/10/2022	ECOLAB	62-5500		155.62
0001589	05/10/2022	Event Magic, Inc	62-5620		4,710.75
0001590	05/10/2022	Excell Fire Systems	62-5880		12.00
0001591	05/10/2022	Good Events	62-5620		1,128.00
0001592	05/10/2022	Greatland Corporation	62-4300		382.13
0001593	05/10/2022	Home Depot Credit Services	62-5600		287.97
0001594	05/10/2022	Kathryn Wong	62-4300	32.52	
			62-4320	96.00	128.52
0001595	05/10/2022	Kathy Tran	62-4300		58.14
0001596	05/10/2022	schoolAbility, LLC	62-5800		2,000.00
0001597	05/10/2022	Swing Education Inc.	62-5100		510.00
0001598	05/10/2022	The Breakthrough Coach	62-5200		825.00
0001599	05/10/2022	ULINE	62-4300		739.37
0001600	05/10/2022	Wex Bank	62-4300		1,555.77
0001607	05/12/2022	Charter UP LLC	62-5850		10,221.06
0001608	05/12/2022	Hands-On Technology Education	62-5810		37,200.00
0001609	05/12/2022	Hands-On Technology Education	62-5810		22,800.00
0001610	05/12/2022	Jard Davis	Reissued		171.00 *
	Reissued on 05/25/2022				
0001611	05/12/2022	Jeeva Roche	62-4320		73.89
0001612	05/12/2022	Kaiser Foundation Health Plan	62-9551		40,140.45
0001613	05/12/2022	Sammy Enriquez c/o OMIA	62-4300		356.04
0001614	05/12/2022	School Services of CA, Inc	62-5200		250.00

ReqPay12a

Board Report

Checks Dated 05/01/2022 through 05/31/2022					
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0001615	05/12/2022	Scoot Education	62-5810		2,284.00
0001616	05/12/2022	Swing Education Inc.	62-5100		255.00
0001617	05/12/2022	TCG Administrators	62-5800		2.00
0001618	05/12/2022	The Advantage Group	62-5800		181.25
0001619	05/12/2022	Verizon	62-5900		834.28
0001620	05/16/2022	California State Disbursement Unit	62-9560		200.00
0001621	05/16/2022	California State Disbursement Unit	62-9560		348.12
0001622	05/16/2022	California State Disbursement Unit	62-9560		25.00
0001623	05/16/2022	California State Disbursement Unit	62-9560		100.50
0001624	05/17/2022	MOHAMED, JAMAL	62-2100		1,026.90
0001625	05/17/2022	Amazon Capital Services	62-4300		702.27
0001626	05/17/2022	Camp-Ways Inc	62-4300		19,170.81
0001627	05/17/2022	Thomas L. James	62-4320	202.15	
			62-5200	108.00	310.15
0001628	05/17/2022	Cristina Magpantay	62-5800		1,248.00
0001629	05/17/2022	E-Rate Elite Services, Inc.	62-5800		2,500.00
0001630	05/17/2022	EBMUD Payment Center	62-5520		217.01
0001631	05/17/2022	First Alarm	62-5500		13,997.69
0001632	05/17/2022	Jard Davis	62-4300		275.63
0001633	05/17/2022	Jeff Rutsch	62-4200		294.42
0001634	05/17/2022	Leadership Excellence & Dev	62-5880		1,150.00
0001635	05/17/2022	Lux Bus America Co.	62-5850		11,405.74
0001636	05/17/2022	Madera Uniform & Accesories	62-4300		29,115.13
0001637	05/17/2022	Sammy Enriquez c/o OMIA	62-4320		225.00
0001638	05/17/2022	Scoot Education	62-5810		1,992.00
0001639	05/19/2022	Amazon Capital Services	62-4300	41.93	
			62-4400	13.96	55.89
0001640	05/19/2022	Jard Davis	62-4300		613.35
0001641	05/19/2022	Mobile Modular	62-5610		12,262.42
0001642	05/19/2022	Principal Life Insurance Co.	62-3403		4,025.12
0001643	05/19/2022	San Francisco Elevator Service s	62-5500		934.00
0001644	05/19/2022	ULINE	62-4300		3,035.07
0001645	05/25/2022	AC Heating and Cooling Service Inc.	62-4400		136,092.80
0001646	05/25/2022	Alexandra Sandoval Jauregui	62-5880		200.00
0001647	05/25/2022	Allison Nguyen	62-5880		250.00
0001648	05/25/2022	Alvaro Joab Esquivel	62-5880		100.00
0001649	05/25/2022	Amazon Capital Services	62-4300	179.63	
			62-4320	99.00	278.63
0001650	05/25/2022	Aniyah Barry Santiago	62-5880		250.00
0001651	05/25/2022	Bee Green Rec & Supply, LLC	62-4300		1,067.16
0001652	05/25/2022	Bessie L. Arnold	62-5880		1,294.58
0001653	05/25/2022	Best Instrument Repair Co	62-4200		171.00
0001654	05/25/2022	CDW-G	62-4300		17,588.73
0001655	05/25/2022	Gracie-Paula Siaw Osborne	62-5880		1,000.00
0001656	05/25/2022	Mai Dinh	62-5800		250.00
0001657	05/25/2022	Quadient Leasing USA, Inc	62-5620		645.44

ReqPay12a

Board Report

Checks Dated 05/01/2022 through 05/31/2022

Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0001658	05/25/2022	Ryan Ton	62-5880		100.00
0001659	05/25/2022	Scoot Education	62-5810		1,896.00
0001660	05/25/2022	Young, Minney & Corr,LLP	62-5200	80.00	
			62-5820	202.50	282.50
0001661	05/26/2022	GraciePaula S Osborne	62-5880		100.00
0001662	05/26/2022	CDW-G	62-4300		1,256.34
0001663	05/26/2022	Cherina Medina	62-4300		523.69
0001664	05/26/2022	Cristina Magpantay	62-5800		1,344.00
0001665	05/26/2022	El Paseo Children's Center	62-5810		17,709.67
0001666	05/26/2022	Marc Mares c/o OMIA	62-5200	554.40	
			62-5850	142.00	696.40
0001667	05/26/2022	May Cleaners	62-4300		2,400.00
0001668	05/26/2022	Noyolas Hauling	62-5530		1,200.00
0001669	05/26/2022	PG&E	62-5510		4,710.22
0001670	05/26/2022	Sammy Enriquez c/o OMIA	62-4300	787.19	
			62-4320	135.00	922.19
0001671	05/26/2022	Timothy Murray	62-4100		90.00
Total Number of Checks			99		488,188.62

	Count	Amount
Reissue	1	171.00
Net Issue		488,017.62

Fund Recap

Fund	Description	Check Count	Expensed Amount
62	CHARTER SCHOOL ENTERPRISE F	98	488,017.62
	Total Number of Checks	99	488,017.62
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		488,017.62

Coversheet

Personnel Report

Section: II. Approval of Consent Items
Item: C. Personnel Report
Purpose:
Submitted by:
Related Material: Staff Changes.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 June 9, 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 17, 2022

New Hire:

Last Name	First Name	Job Title Description
Ly	Jamie	Summer School Aide
Dummett	Denisa	Summer School Teacher
Adam	Tongi	Summer School Teacher

Transfers:

Last Name	First Name	Job Title Description

Promotion:

Last Name	First Name	Job Title Description
Briseno	Kristie	Student Data Manager/Registrar

Separations:

Last Name	First Name	Job Title Description
Manger	Neeraj	Student Data Technican
Serrano Rivas	Nely	Summer School Aide
Clayden	Rachel	SPED Aide
Gardner	Myja	Middle School English Teacher

Coversheet

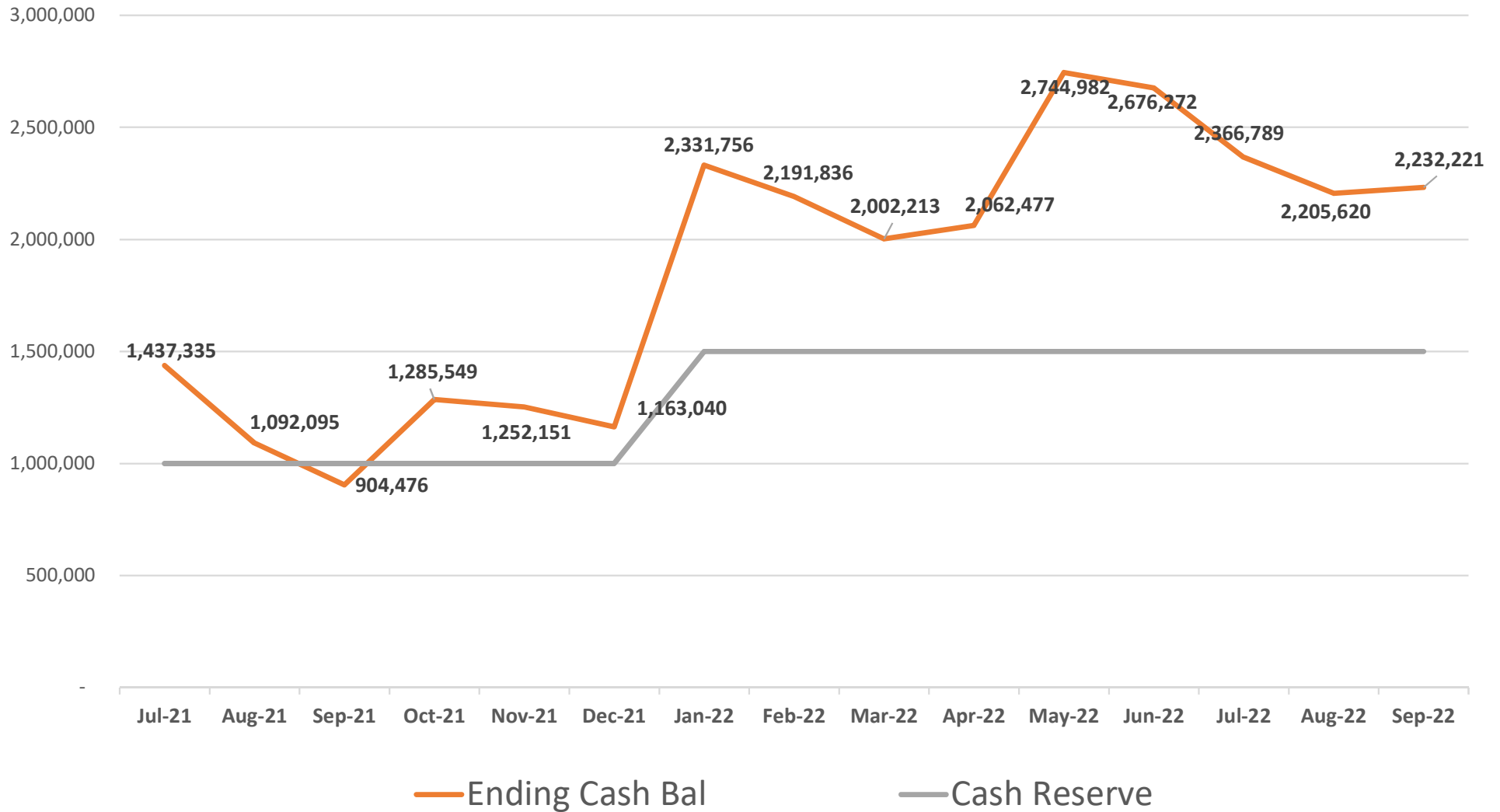
Cashflow Update

Section: IV. Information/Discussion Items
Item: A. Cashflow Update
Purpose:
Submitted by:
Related Material: May 2022 Chart Cash Flow FY 21-22 to Sep 2022.pdf
May 2022 Chart Disbursement Actuals & projections FY 21-22.pdf
OMI Fin Statement Jul 2021 - May 2022 sA BR.pdf

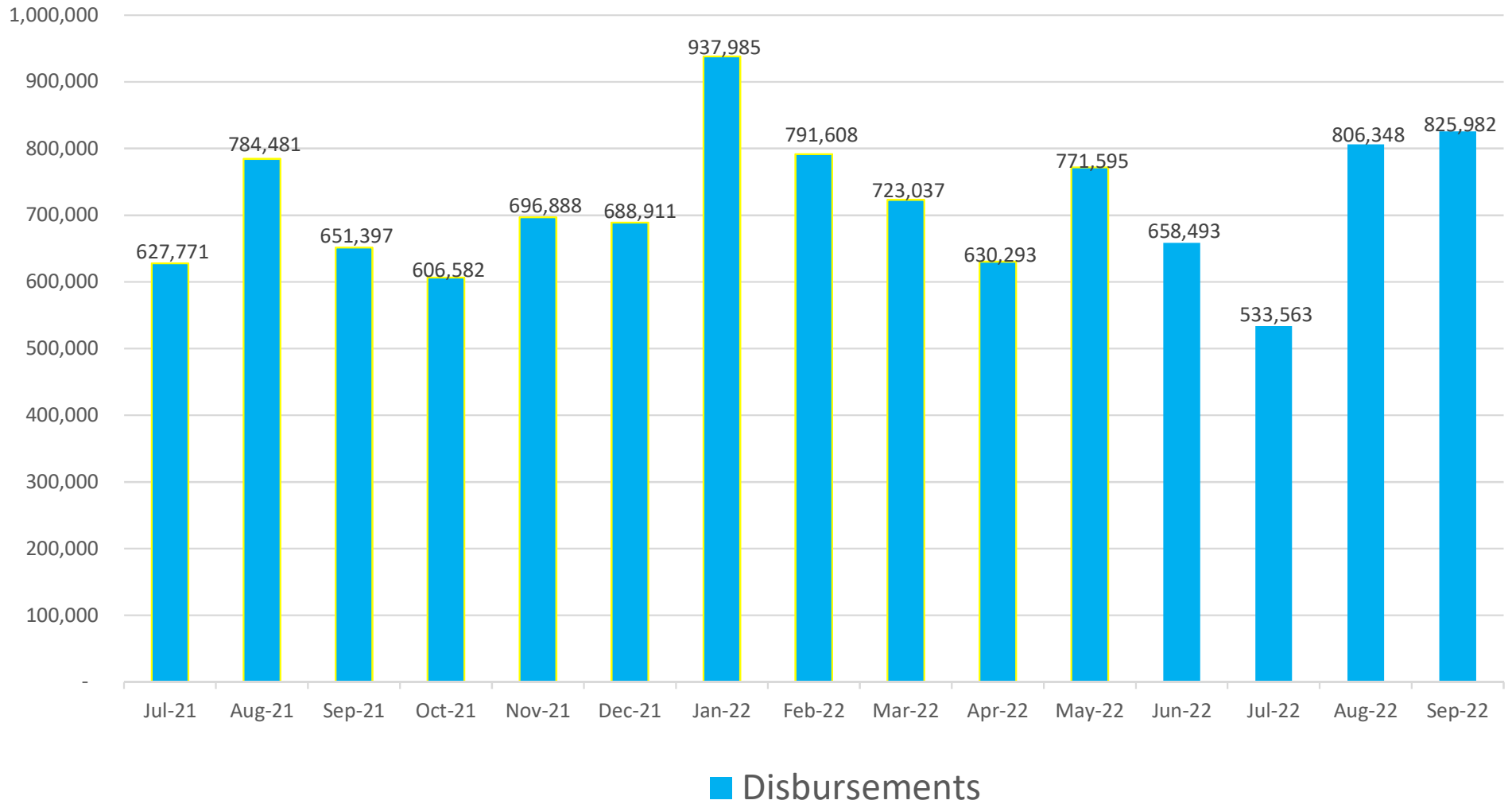
BACKGROUND:

Attached you will find a monthly cashflow projection for the 2021-22 FY. It includes the monthly expenditures and monthly revenues.

Oakland Military Institute, FY 21-22 (July 2021 to Sep 2022) Cash Flow Actuals Through May 2022 & Projections through Sep 2022



Oakland Military Institute, Actual Disbursements as of May 2022, Projection through Sep 2022



Fiscal13a

Financial Statement

Fund 62 - CHARTER SCHOOL ENTERPRISE FUND

Fiscal Year 2021/22 Through May 2022

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFF STATE AID - CURRENT YEAR	2,812,454.00	3,174,524.00	2,880,995.00	293,529.00	90.75
8012	EDUCATION PROTECTION ACCOUNT	839,131.00	1,249,474.00	1,039,003.00	210,471.00	83.16
8019	LCFF - PRIOR YEAR ADJUSTMENTS		9,308.00-	16,500.00-	7,192.00	177.27
8096	IN LIEU PROPERTY TAX TRANSFER	1,765,722.00	1,576,041.00	1,390,995.00	185,046.00	88.26
Total LCFF Revenue Sources		5,417,307.00	5,990,731.00	5,294,493.00	696,238.00	88.38
Federal Revenue						
8181	SPECIAL ED - ENTITLEMENT	78,375.00	87,536.00		87,536.00	
8220	CHILD NUTRITION	110,000.00	376,683.00	315,576.96	61,106.04	83.78
8290	OTHER FEDERAL REVENUE	1,049,019.00	1,340,277.00	1,700,251.00	359,974.00-	126.86
Total Federal Revenue		1,237,394.00	1,804,496.00	2,015,827.96	211,331.96-	111.71
Other State Revenues						
8520	CHILD NUTRITION	10,000.00	23,000.00	59,357.22	36,357.22-	258.07
8550	MANDATED COST REIMBURSEMENTS	21,307.00	21,428.00	21,428.00		100.00
8560	STATE LOTTERY REVENUE	129,151.00	149,071.00	83,670.33	65,400.67	56.13
8590	ALL OTHER STATE REVENUE	724,101.00	1,290,594.00	1,028,780.71	261,813.29	79.71
Total Other State Revenues		884,559.00	1,484,093.00	1,193,236.26	290,856.74	80.40
Other Local Revenue						
8699	ALL OTHER LOCAL REVENUE		6,753.00	6,462.21	290.79	95.69
8792	SELPA APPORTIONMENT TRANSFERS	283,219.00	509,925.00	405,914.00	104,011.00	79.60
8799	OTHER AGENCY TRANSFERS IN	200,000.00				NO BDGT
Total Other Local Revenue		483,219.00	516,678.00	412,376.21	104,301.79	79.81
Total Year To Date Revenues		8,022,479.00	9,795,998.00	8,915,933.43	880,064.57	91.02

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	CERTIFICATED TEACHER BASE	2,429,716.00	1,982,750.00		1,973,708.01	9,041.99	99.54
1130	CERTIFICATED TEACHER EXTRA		46,009.00		50,889.71	4,880.71-	110.61
1160	CERTIFICATED TEACHER SUBS		90,000.00		98,232.40	8,232.40-	109.15
1190	CERTIFICATED TEACHER AUX		15,320.00		15,319.37	.63	100.00
1200	CERTIFICATED PUPIL SUPP BASE	406,468.00	161,848.00		151,289.40	10,558.60	93.48
1230	CERTIFICATED PUPIL SUPP EXTRA				454.60	454.60-	NO BDGT
1300	CERTIFICATED SUPERVISOR/ADMIN	407,022.00	351,617.00		327,749.60	23,867.40	93.21

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 11, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)

SCHOOLABILITY

Page 1 of 7

Fiscal13a

Financial Statement

Fund 62 - CHARTER SCHOOL ENTERPRISE FUND

Fiscal Year 2021/22 Through May 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Certificated Salaries (continued)							
1330	CERTIFICATED SUP/ADMIN EXTRA		12,444.00		12,314.36	129.64	98.96
1900	CERTIFICATED OTHER SALARIES	15,000.00	42,290.00		42,290.00		100.00
1930	CERTIFICATED OTHER EXTRA		450.00		450.00		100.00
	Total Certificated Salaries	3,258,206.00	2,702,728.00	.00	2,672,697.45	30,030.55	98.89
Classified Salaries							
2100	CLASSIFIED INST AIDE SALARIES	183,684.00	99,250.00		92,352.49	6,897.51	93.05
2130	CLASSIFIED INST AIDE EXTRA		3,262.00		2,922.51	339.49	89.59
2200	CLASSIFIED SUPPORT SALARIES	183,855.00	317,676.00		290,295.76	27,380.24	91.38
2230	CLASSIFIED SUPPORT EXTRA/OT		30,000.00		29,133.13	866.87	97.11
2300	CLASSIFIED SUPERVISOR/ADMIN	162,680.00	160,680.00		146,006.48	14,673.52	90.87
2330	CLASSIFIED SUP/ADMIN EXTRA		2,267.00		1,999.95	267.05	88.22
2400	CLASSIFIED CLER/TECH SALARIES	133,364.00	204,993.00		188,098.72	16,894.28	91.76
2430	CLASSIFIED CLER/TECH EXTRA/OT		450.00		424.15	25.85	94.26
2900	OTHER CLASSIFIED SALARIES	154,995.00					NO BDGT
2930	OTHER CLASSIFIED EXTRA/OT		4,500.00		4,500.00		100.00
	Total Classified Salaries	818,578.00	823,078.00	.00	755,733.19	67,344.81	91.82
Employee Benefits							
3101	STRS-CERTIFICATED	537,667.00	408,326.00		406,864.02	1,461.98	99.64
3201	PERS-CERTIFICATED		34,889.00		34,177.33	711.67	97.96
3202	PERS-CLASSIFIED	196,189.00	157,555.00		192,163.16	34,608.16-	121.97
3301	OASDI-CERTIFICATED		11,582.00		13,105.47	1,523.47-	113.15
3302	OASDI-CLASSIFIED	59,738.00	50,758.00		45,983.90	4,774.10	90.59
3311	MEDICARE-CERTIFICATED	47,243.00	39,185.00		38,216.32	968.68	97.53
3312	MEDICARE-CLASSIFIED	7,874.00	11,920.00		10,797.21	1,122.79	90.58
3313	MEDICARE-PAYCOM				11,905.46-	11,905.46	NO BDGT
3323	OASDI-PAYCOM				5,128.38-	5,128.38	NO BDGT
3401	HEALTH & WELFARE BEN-CERT	623,307.00	358,200.00		361,657.36	3,457.36-	100.97
3402	HEALTH & WELFARE BEN-CLASS	149,124.00	101,672.00		101,603.80	68.20	99.93
3403	HEALTH & WELFARE BEN-PAYCOM		115,318.00		91,868.39	23,449.61	79.67
3501	UNEMPLOYMENT INSURANCE-CERT	40,077.00	30,330.00		28,612.21	1,717.79	94.34
3502	UNEMPLOYMENT INSURANCE-CLASS	10,067.00	10,675.00		9,973.62	701.38	93.43
3503	UNEMPLOYMENT INSURANCE-PAYCOM				23,549.21	23,549.21-	NO BDGT
3601	WORKERS COMP INS-CERT	47,243.00	30,279.00		29,495.88	783.12	97.41
3602	WORKERS COMP INS-CLASS	11,869.00	9,221.00		25,660.16	16,439.16-	278.28
	Total Employee Benefits	1,730,398.00	1,369,910.00	.00	1,396,694.20	26,784.20-	101.96

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 11, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)



Fiscal13a

Financial Statement

Fund 62 - CHARTER SCHOOL ENTERPRISE FUND

Fiscal Year 2021/22 Through May 2022

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Books and Supplies							
4100	APPROVED TEXTBOOKS & CORE CURR	31,801.00	90,152.00		84,509.87	5,642.13	93.74
4200	BOOKS & REFERENCE MATERIALS	10,000.00	3,567.00		3,799.89	232.89-	106.53
4300	MATERIALS AND SUPPLIES	110,884.00	605,828.00	62,455.67	424,475.86	118,896.47	70.07
4320	FOOD/BEVERAGES		28,500.00	1,368.93	17,248.43	9,882.64	60.52
4400	NONCAPITALIZED EQUIP (<\$5,000)	15,000.00	22,166.00	6,523.23	17,413.85	1,771.08-	78.56
4700	FOOD (CHILD NUTRITION PROGRAM)		385,000.00	65,218.40	334,781.80	15,000.20-	86.96
	Total Books and Supplies	167,685.00	1,135,213.00	135,566.23	882,229.70	117,417.07	77.71
Services and Other Operating Expenditures							
5100	SUBAGREEMENTS FOR SERVICES	315,000.00	70,000.00	23,007.00	27,207.00	19,786.00	38.87
5200	TRAVEL AND CONFERENCES	10,100.00	14,800.00		14,347.10	452.90	96.94
5300	DUES AND MEMBERSHIPS	15,050.00	14,500.00		12,381.92	2,118.08	85.39
5400	INSURANCE	174,000.00	108,396.00		108,395.29	.71	100.00
5500	OPERATIONS & HOUSEKEEPING SRVS	155,750.00	270,000.00	88,503.64	219,830.85	38,334.49-	81.42
5510	UTILITIES - ELECTRIC & GAS		95,000.00	3,948.23	75,642.42	15,409.35	79.62
5520	UTILITIES - WATER & SEWER		27,500.00	22,639.77	20,881.27	16,021.04-	75.93
5530	WASTE DISPOSAL & RECYCLING		50,000.00	6,029.48	43,953.05	17.47	87.91
5600	NONCAPITALIZED REPAIRS	261,000.00	100,500.00	2,175.58	75,481.51	22,842.91	75.11
5610	FACILITIES RENT & LEASES		283,441.00	13,108.58	268,674.36	1,658.06	94.79
5620	EQUIPMENT RENT & LEASES		7,064.00	2,964.92	8,077.11	3,978.03-	114.34
5800	PROFESSIONAL/CONSULTING SRVCS	370,000.00	354,874.00	16,488.00	218,733.90	119,652.10	61.64
5810	EDUCATION CONSULTANTS	383,213.00	765,380.00	106,663.50	655,943.17	2,773.33	85.70
5820	LEGAL & AUDIT SERVICES		85,000.00	18,535.68	60,118.02	6,346.30	70.73
5830	ADVERTISING		46,500.00		44,417.43	2,082.57	95.52
5840	SOFTWARE AND LICENCES		93,134.00		83,314.48	9,819.52	89.46
5850	TRANSPORTATION/FIELD TRIPS		77,967.00	5,381.00	61,742.45	10,843.55	79.19
5880	MISC FEES/CHARGES/DAMAGES		132,753.00	111,863.79	110,266.14	89,376.93-	83.06
5890	AUTHORIZER OVERSIGHT FEES	54,173.00	60,922.00			60,922.00	
5900	COMMUNICATION - PHONE/INTERNET	35,400.00	97,000.00	17,244.06	72,099.61	7,656.33	74.33
5920	POSTAGE		2,500.00	850.72	1,878.92	229.64-	75.16
	Total Services and Other Operating Expenditures	1,773,686.00	2,757,231.00	439,403.95	2,183,386.00	134,441.05	79.19
6600 - 6999							
6900	DEPRECIATION	433,293.00	456,297.00			456,297.00	
	Total 6600 - 6999	433,293.00	456,297.00	.00	.00	456,297.00	
Debt Service							
7438	DEBT SERVICE - INTEREST	26,124.00	26,124.00		19,807.08	6,316.92	75.82

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 11, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)



Fiscal13a

Financial Statement

Fund 62 - CHARTER SCHOOL ENTERPRISE FUND		Fiscal Year 2021/22 Through May 2022					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
	Total Debt Service	26,124.00	26,124.00	.00	19,807.08	6,316.92	75.82
	Total Year To Date Expenditures	8,207,970.00	9,270,581.00	574,970.18	7,910,547.62	785,063.20	85.33

Fiscal13a

Financial Statement

Fund 62 - CHARTER SCHOOL ENTERPRISE FUND		Fiscal Year 2021/22 Through May 2022		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9120	CASH IN BANK - BRIDGE BANK	461,312.97	2,283,668.83	2,744,981.80
9121	CASH IN BANK - HERITAGE BANK	1,133.55		1,133.55
9122	CASH IN BANK - 2	750.00		750.00
9123	CASH IN BANK - 3	4,155.86		4,155.86
9200	ACCOUNTS RECEIVABLE	563,489.00	476,064.00-	87,425.00
9201	ACCOUNTS RECEIVABLE PRIOR YEAR	6,483.65		6,483.65
9290	DUE FROM GRANTOR GOVERNMENTS	2,141,324.35	2,119,601.56-	21,722.79
9330	PREPAID EXPENSES	13,808.59	8,299.75-	5,508.84
9341	OTHER CURRENT - SECURITY DEP		2,000.00	2,000.00
9420	LAND IMPROVEMENTS	13,540,883.09		13,540,883.09
9425	ACC DEPREC - LAND IMPROVEMENTS	3,999,668.29-		3,999,668.29-
9440	EQUIPMENT	1,519,195.24		1,519,195.24
9445	ACC DEPREC - EQUIPMENT	1,150,677.78-		1,150,677.78-
9450	WORK IN PROGRESS		399,090.64	399,090.64
9490	DEFERRED OUTFLOWS OF RESOURCES	2,000.00	2,000.00-	
	Total Assets	13,104,190.23	78,794.16	13,182,984.39
Liabilities				
9500	ACCOUNTS PAYABLE (CURRENT)	26,229.65-	14,796.87	11,432.78-
9502	PAYABLE - EXCESS STRS (QB BAL)	627.70		627.70
9503	PAYABLE - TBD1	49,181.42	49,181.42-	
9504	PAYABLE - OUSD MEASURE G	118,938.00	118,938.00-	
9505	PAYABLE - 403B (QB ACCT)	1,650.00	1,650.00-	
9521	STRS (EE)		49,936.78	49,936.78
9522	STRS (OMI)		13,939.70	13,939.70
9523	PERS (EE)		6,033.36	6,033.36
9524	PERS (OMI)		14,806.36	14,806.36
9525	EXCESS STRS - EMPLOYEE		709.50	709.50
9536	WORKERS' COMPENSATION INS		19,553.04	19,553.04
9541	403B - TCG ADMINISTRATORS		9,914.85	9,914.85
9550	MEDICAL - KAISER (EE)		2,918.26	2,918.26
9551	MEDICAL - KAISER (OMI)		28,458.13	28,458.13
9553	DENTAL - PRINCIPAL (OMI)		8,254.75	8,254.75
9555	VISION - PRINCIPAL (OMI)		1,532.70	1,532.70
9556	BASIC LIFE - PRINCIPAL		565.31	565.31
9557	LTD - PRINCIPAL (OMI)		48.75	48.75
9558	ADD - PRINCIPAL (OMI)		120.09	120.09
9590	DUE TO GRANTOR GOVERNMENTS	123,597.00	101,349.00-	22,248.00

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 11, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)



Fiscal13a

Financial Statement

Fund 62 - CHARTER SCHOOL ENTERPRISE FUND		Fiscal Year 2021/22 Through May 2022		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation (continued)				
Liabilities (continued)				
9641	CURRENT LOAN - CS CAPITAL	518,100.00	518,100.00-	
9650	UNEARNED REVENUE	254,615.68	254,615.68-	
9661	LOAN PAYABLE - CS FACILITIES	1,320,472.00	54,346.00-	1,266,126.00
	Total Liabilities	2,360,952.15	926,591.65-	1,434,360.50
	Calculated Fund Balance	10,743,238.08	1,005,385.81	11,748,623.89
Beginning Fund Balance				
9791	BEGINNING FUND BALANCE	10,743,238.08		10,743,238.08
	Beginning Fund Balance Proof	.00	1,005,385.81	1,005,385.81
Change in Fund Balance - Excess Revenues (Expenditures)			1,005,385.81	

Memo Only - Ending Fund Balance Accounts				
		Adopted	Revised	
Reserves				
9720	RESERVE FOR ENCUMBRANCES			574,970.18 574,970.18
Other Designations				
9790	UNRESTRICTED NET POSITION	10,570,621.00	11,281,529.00	

Fiscal13a

Financial Statement

Fund 62 - CHARTER SCHOOL ENTERPRISE FUND			Fiscal Year 2021/22 Through May 2022			
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	8,022,479.00	9,795,998.00		8,915,933.43	880,064.57	91.02
B. Expenditures	8,207,970.00	9,270,581.00	574,970.18	7,910,547.62	785,063.20	85.33
C. Subtotal (Revenue LESS Expense)	185,491.00-	525,417.00		1,005,385.81	95,001.37	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	185,491.00-	525,417.00		1,005,385.81	95,001.37	
F. Fund Balance:						
Beginning Balance (9791)	10,756,112.00	10,756,112.00		10,743,238.08		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	10,756,112.00	10,756,112.00		10,743,238.08		
G. Calculated Ending Balance	10,570,621.00	11,281,529.00		11,748,623.89		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	10,570,621.00	11,281,529.00				
Other				574,970.18		

Coversheet

OMI Employee Handbook (Revised)

Section: IV. Information/Discussion Items
Item: B. OMI Employee Handbook (Revised)
Purpose:
Submitted by:
Related Material: OMI Employee Handbook Revisions 6.14.22.docx

OAKLAND MILITARY INSTITUTE



**Employee Handbook
2022-2023**

*Revised June 14, 2022
Adopted June 8, 2020*

**3877 Lusk Street, Oakland, CA 94608
Phone: (510) 594-3900**

Website: <https://www.oakmil.org/>

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE SUPERINTENDENT.

EMPLOYEE NAME: _____

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: _____ Date: _____

**Please sign/date, tear out, and return to the School,
and retain this Handbook for your reference.**

TABLE OF CONTENTS

	Page
INTRODUCTION TO HANDBOOK	1
CONDITIONS OF EMPLOYMENT	2
Equal Employment Opportunity Is Our Policy	2
Employment At-Will	3
Child Abuse and Neglect Reporting	3
Criminal Background Checks	4
Tuberculosis Testing	4
Immigration Compliance	4
Professional Boundaries: Staff/Cadet Interaction Policy	5
Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation	8
Whistleblower Policy	11
Confidential Information	12
Conflict of Interest	12
Employee Professionalism	12
Drug and Alcohol Free Workplace	13
Use of Tobacco Products Policy	13
Substance Abuse Prevention	13
Prohibited Conduct	14
THE WORKPLACE	15
Work Schedule	15
Meal and Rest Periods	15
Lactation Accommodation	15
Attendance and Tardiness	16
Time Cards/Records	16
Use of Email, Voicemail and Internet Access	17
Personal Business	17
Social Media	17
Personal Appearance/Dress Code	18
Notification of Leave or Absences	19
Temporary Telework Policy to Address COVID-19 Remote Working Conditions	19
Health and Safety Policy	24
Security Protocols	24
Occupational Safety	24
Accident/Incident Reporting	24
Reporting Fires and Emergencies	25
Privately Owen Vehicles (POV)	25
EMPLOYEE WAGES AND HEALTH BENEFITS	25
Initial Salary Placement	25
Payroll Withholdings	25
Overtime Pay	26
Paydays	26
Wage Attachments and Garnishments	27
Medical Benefits	27
Cobra Benefits	27

Employee Reviews and Evaluations	28
Personnel Files and Record Keeping Protocols.....	29
HOLIDAYS, VACATIONS AND LEAVES.....	30
Holidays.....	30
Vacation	30
Unpaid Leave of Absence	32
Sick Leave	32
Personal Necessity Leave	33
Family Care and Medical Leave.....	33
Pregnancy Disability Leave.....	38
Industrial Injury Leave (Workers’ Compensation).....	42
Military and Military Spousal Leave of Absence.....	43
Bereavement Leave	44
Jury Duty or Witness Leave.....	44
Voting Time Off.....	44
School Appearance and Activities Leave	45
Bone Marrow and Organ Donor Leave	45
Victims of Abuse Leave	46
Returning from Leave of Absence.....	46
DISCIPLINE AND TERMINATION OF EMPLOYMENT	46
Rules of Conduct	46
Off-Duty Conduct.....	48
Termination of Employment.....	49
INTERNAL COMPLAINT REVIEW	49
Internal Complaints	49
Policy for Complaints Against Employees	50
General Requirements.....	50
AMENDMENT TO EMPLOYEE HANDBOOK	51
APPENDIX A –	
HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM	
APPENDIX B –	
INTERNAL COMPLAINT FORM	

INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Oakland Military Institute College Preparatory Academy (hereinafter referred to as “OMI” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. OMI also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Superintendent.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Superintendent. This will provide the School with a record that each employee has received this Handbook.

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

OMI is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. OMI will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. OMI will identify possible accommodations, if any, that will help eliminate the limitation.

If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Handbook, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

OMI will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of cadets taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Superintendent.

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and cadet teachers serving under the supervision of an educator. Any entity providing cadet services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School cadets.

Immigration Compliance

OMI will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, OMI will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law.

Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their

federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Professional Boundaries: Staff/Cadet Interaction Policy

OMI recognizes its responsibility to make and enforce all rules and regulations governing cadet and employee behavior to bring about the safest and most learning-conducive environment possible.

All employees at OMI are responsible for creating a safe and secure environment for the cadets in which to learn and succeed. All cadets can succeed at OMI, and OMI employees set the conditions for that success. Because School employees control the power in this relationship, it is imperative that all employees on campus act ethically and morally at all times and prevent even the suggestion of inappropriate conduct. OMI employees deal with cadets on many different levels – teacher, supervisor, disciplinarian, mentor, counselor, motivator, and sometimes enforcer. The one role employees should never have is the role of “buddy.” Knowing cadets and being in tune to their strengths and weaknesses is different than becoming so involved with the cadet that an employee begins to develop favorites. One of the biggest enemies to the mission of OMI is partiality towards a cadet.

Corporal Punishment

No employees may touch a cadet in anger/violence or use abusive language. Staff members will not resort to shoving, pushing, or swearing to lead, correct, or address cadets. This policy also prohibits staff from the use of offensive language, vulgarity, or off-colored jokes when interacting or motivating cadets. This prohibition includes cadences called during drill and ceremonies. Any observations of this behavior should be reported to the Commandant immediately. All reports of alleged violations of this policy by a staff member will be impartially investigated.

Corporal punishment shall not be used as a disciplinary measure against any cadet. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a cadet.

For purposes of this policy, corporal punishment does not include an employee’s use of force that is reasonable and necessary to protect the employee, cadets, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

- A. Examples of PERMITTED actions (NOT corporal punishment)
 - 1. Stopping a cadet from fighting with another cadet;
 - 2. Preventing a pupil from committing an act of vandalism;
 - 3. Defending yourself from physical injury or assault by a cadet;
 - 4. Forcing a pupil to give up a weapon or dangerous object;

5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a cadet as a means of control;
2. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Cadet Behavior

This policy is intended to guide all staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between cadets and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, cadets, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a cadet. Trespassing the boundaries of a cadet/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a cadet or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and cadets, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with cadets certainly fosters learning, cadet/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report

to the administration any awareness or concern of cadet behavior that crosses boundaries or where a cadet appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Cadet Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual cadet that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a cadet in a private situation.
- (d) Intentionally being alone with a cadet away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a cadet for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a cadet in an attempt to gain their support and understanding.
- (j) Becoming involved with a cadet so that a reasonable person may suspect inappropriate behavior.
- (k) Transporting cadets in a private non-OMI vehicle.**
- (l) Partiality or preferential treatment toward a cadet or cadets.
- (m) Use of position for personal gain.

Cautionary Staff/Cadet Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular cadet.
- (c) Sending emails, text messages or letters to cadets if the content is not about school activities.

Acceptable and Recommended Staff/Cadet Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take cadets off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to cadets must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a cadet.**
- (e) Keeping reasonable space between you and your cadets.
- (f) Stopping and correcting cadets if they cross your own personal boundaries.

- (g) Keeping parents informed when a significant issue develops about a cadet.
- (h) Keeping after-class discussions with a cadet professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the cadet.
- (k) Informing the Superintendent about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of cadets or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs cadet.
- (o) Asking another staff member to be present when you must be alone with a cadet after regular school hours.**
- (p) Giving cadets praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

Social Media

Social media sites such as Facebook, Twitter, and Snapchat can be very positive places for effective communication. However, they can also be sources of bullying, threats, intimidation, harassment, rumors, and social stigmatization for both cadets and staff. To ensure that OMI is a safe place even online, employees should ensure that they adhere to the following principles:

1. Employees must refrain from maintaining inappropriate online relationships with current cadets at OMI.
2. Employees are restricted from posting inappropriate material on social media. This includes:
 - a. Dishonorable content such as racial, ethnic, sexual, religious, and physical disability slurs
 - b. Nude or pornographic photos
 - c. Any comments that encourage the overthrow of the US government, California government, or OMI administration.
3. Employees may not use social media sites to publish disparaging or harassing remarks about OMI community members, athletic or academic contest rivals, etc.
4. Employees who choose to post editorial content to websites or other forms of online media must ensure that their submission does not reflect poorly upon the school.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

OMI is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. OMI's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the

employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

OMI does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Superintendent or designee.

When OMI receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Superintendent) or the Superintendent or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. OMI is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

OMI is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment.

Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Superintendent. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
 - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate OMI policy.

Whistleblower Policy

OMI requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse

employment action.

Confidential Information

All information relating to cadets, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflicts of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Superintendent, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Employee Professionalism

All OMI employees are expected to behave in a professional manner which includes, but is not limited to, the following:

- a. Arrive to OMI on time (8:00am Monday-Friday)
- b. Attend and arrive on time for all OMI meetings, Professional Development(PD), Academic Support Group (ASG) events.
- c. Remain on campus during prep period. If a teacher is not going to be in their room they must let their direct supervisor know their location.
- d. Follow the OMI required staff dress guidelines. (Dress Code)
- e. Use appropriate communication with all stakeholders and staff members.
 - i. No profanity
 - ii. Supportive
 - iii. Appropriate debate on topics without getting personal
- f. Take the professional standards for the teaching profession seriously
 - i. Engaging and Supporting All Cadets in Learning
 - ii. Creating and Maintaining Effective Environments for Cadet Learning
 - iii. Understanding and Organizing Subject Matter for Cadet Learning
 - iv. Planning Instruction and Designing Learning Experiences for All Cadets
 - v. Assessing Cadets for Learning
 - vi. Developing as a Professional Educator
 - vii. Volunteer to supervise in two (2) extracurricular activities per school year

- viii. Respond to requests for participation in Individualized Education Program (IEP) meetings
- ix. Notify supervisor and HR Manager in advance of known absences
- x. Respond to request for class coverage when contracted substitutes are not available or not given sufficient time to accept position

Drug and Alcohol Free Workplace

OMI is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other OMI stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Use of Tobacco Products Policy

Smoking, vaping and the use of tobacco products including chewing tobacco, electronic cigarettes and vapor products is prohibited at all times in all school district buildings and on all school district properties. All e-substances are covered by legislation and it does not matter if the e-substance contains nicotine or is nicotine free.

DEFINITIONS: “e-substance” is a solid, liquid or gas that when heated by the element in the electronic cigarette, produces a vapor for use in the device. “Reasonable distance” ranges from a minimum of fifty (50) meters from the school property up to several blocks from the school. Determination will be site-specific. “Smoke-free or Vape-free zone” is an area within the vicinity of a school where smoking, electronic cigarettes, and the use of tobacco or vapor products is prohibited. This area will encompass school buildings and properties and extend a reasonable distance from school property. The “smoke-free or vape-free zone” is in effect for cadets at all times they are under the school’s jurisdiction.

“Vapor Product or Electronic Cigarette” is a device that contains an electronic or battery-powered heating element that can vaporize an e-substance.

Substance Abuse Prevention

OMI is committed to protecting the safety, health and well-being of its employees, cadets, and all other people who come into contact with our facilities. OMI recognizes that drug and alcohol abuse pose a significant threat to this goal, particularly in our specialized educational environment.

Compliance to OMI’s Substance Abuse Prevention is a condition for employment with OMI. All employees are prohibited from substance abuse while on OMI’s premises or while doing work for OMI at other locations.

OMI does not permit substance abuse by any individual while on OMI’s premises.

Questions about the complete policy may be directed to the Superintendent.

Prohibited Conduct

Drugs

OMI strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. “Illegal drugs” means all drugs for which the use or possession is regulated or prohibited by federal, state, or local law. “Illegal drugs” include prescription medications for which the individual does not have a valid prescription, or which are used in a manner inconsistent with the prescription or dosing directions. A confirmed positive drug test is also considered a violation of this policy.

This policy does not prohibit employees from the lawful use and possession of prescribed or over-the-counter medications. An employee taking medication should consult with a healthcare professional about a medication’s effect on the employee’s ability to work safely at his/her job and promptly disclose to the supervisor any work restrictions and the length of time the restrictions are expected to apply. If requested, the employee may be required to provide written, signed documentation from his or her doctor verifying that the medication is not and will not impair his or her ability to safely perform his or her job. Medicines brought to work must be carried in the original prescription bottle or over-the-counter containers.

Alcohol

OMI prohibits the use of alcohol while working, while operating an OMI-provided vehicle, and for four hours prior to reporting to work, or when present on OMI premises. The possession of opened containers of alcohol while working or while present on OMI premises is also prohibited.

A test showing the presence of .02 percent or more alcohol in an individual’s system is considered a violation of this policy. Employees are also prohibited from working or coming onto OMI premises with alcohol in their systems. In addition, use of alcohol off the job which impairs performance on the job is also a violation of the policy.

Discipline for Violation of Substance Abuse Prevention Policy

Employees in violation of the Substance Abuse Prevention Policy will be subject to adverse disciplinary action, up to and including termination. OMI may also bring the matter to the attention of law enforcement officials when appropriate. Job applicants in violation of this policy will not be hired.

If a prohibited substance is detected and confirmed during drug/alcohol screening, the employee may be offered a “last chance agreement” in lieu of termination, as detailed in the complete policy. Contact the Superintendent for more details.

Searches

If OMI suspects that an employee is in possession of illegal drugs, alcohol, or other drug-related contraband on OMI premises or while the employee is performing work for OMI, management may

request the individual to submit to a search of his or her person, personal effects, and vehicle. In addition, OMI may periodically conduct such searches at random. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be disciplined appropriately. Contact the Superintendent.

Types of Substance Abuse Testing

- A. **Pre-Employment** – Individuals will be offered employment conditioned upon taking and passing a drug test as directed according to OMI procedures before commencing work.
- B. **Reasonable Suspicion** – When the School Director or Superintendent has reason to believe that an employee has violated this Policy; an employee may be asked to submit to a “reasonable suspicion” drug test.

THE WORKPLACE

Work Schedule

Business hours are normally 7:30a.m. – 4:00p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with an unpaid thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day’s work will be completed in no more than six (6) hours, provided the employee and OMI mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee’s supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Lactation Accommodation

OMI accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

OMI will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work **CONSISTENTLY AND ON TIME**. All absences must be reported accurately on the respective timecard. Failure to report absences may result in disciplinary action up to and including release from the at-will employment with the School. Absenteeism and tardiness negatively affect the School's ability to implement its educational program and disrupts consistency in cadets' learning.

If it is necessary to be absent or late, employees are expected to telephone the Superintendent as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, the employee is expected to keep the Superintendent and/or supervisor sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Superintendent will be considered a voluntary resignation from employment.

Time Cards/Records

By law, OMI is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's time card system.

DEFINITION: Nonexempt is an employee who is hourly and entitled to overtime.

An exempt employee is an employee who is a salaried employee and not entitled to overtime.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or makes an error on the time card, the employee must contact the Superintendent to make the correction and such correction must be initialed by both the employee and the Superintendent.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and

running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

OMI will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. OMI retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

Personal Business

OMI's facilities for handling mail and telephone calls are designed to accommodate School business. Employees must have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Cadet and employee confidentiality policies must be strictly followed;

- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance/Dress Code

All OMI employees are expected to wear appropriate clothing during school hours that add dignity to the educational profession and to the military protocols of the school, will present an image consistent with their job responsibilities, and will not interfere with the learning process or the performance of their duties.

OMI's dress code policy is designed to help us all provide a consistent professional appearance to our staff, cadets, parents, and public. Our appearance reflects on ourselves and OMI. The goal is to maintain a positive appearance and not to offend anyone who comes to OMI. The dress code policy applies to all employees who are providing services for OMI.

OMI dress code policy consists of the following: Employees are expected to dress in business casual, smart casual, or business attire unless the day's tasks require otherwise. Employees must always present a clean, professional appearance. Everyone is expected to be well-groomed and wear clean clothing, free of holes, tears, or other signs of wear. Clothing with offensive or inappropriate designs or stamps are not allowed. Clothing should not be too revealing.

Dress Code Violations

Managers or supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes.

Repeated violations or violations that have major repercussions may result in disciplinary action being taken, up to, and including termination.

Personal Statement

The Board recognizes that all employees enjoy full rights of citizenship and liberty as guaranteed by the Constitution of the United States. Individual freedom of expression of employees must be balanced with the impressionability of cadets. Accordingly, symbols or emblems are permissible as long as they do not proselytize or degrade others on the basis of race, religion, ancestry, national origin, gender, sexual orientation, disability, or any other protected class.

Notification of Leave or Absences

Procedures: Professionalism dictates notification of supervisor for all staff members and proper arrangements for a substitute, if necessary, made in a **timely fashion** which means calling prior to 6:30

a.m. for emergencies and in advance for non-emergencies, including providing appropriate lesson plans and notification of all stakeholders. When an OMI staff member has an unexpected absence due to illness or emergency, it is imperative that the proper procedure is followed and notification of OMI supervisory and appropriate administrative staff members occurs in a timely fashion. Failure to comply with procedure results in loss of academic time for cadets and creates hardship for remaining staff members.

Unexpected Absences

1. All employees must email their immediate supervisor and the Human Resources Department if they intend to be absent from their assigned duties
2. Employees must call or text their immediate supervisor to let him/her know that they are going to be out the next day. If they are unable to reach him/her directly, leave a voice message or text the information being sure to make some sort of contact. Follow up if necessary, especially if call/text was made at odd hours.

Request for Leave in Advance

When a staff member knows of an absence in advance; the following procedure must be followed:

1. Employees must fill out a Request for Leave form and provide it to their immediate supervisor for approval. For staff members needing substitute coverage, the form will be given by their supervisor who will make the request for a substitute. Once the request has been filled and a substitute has accepted the job, the employee will be sent a confirmation email. If the employee does not receive a confirmation email, please follow up by contacting your immediate supervisor.
2. For advance request for leave for non-teaching staff members, employees must fill out the request for leave and have their immediate supervisor approve the leave. The paper work will be provided to the Human Resources Department.

Temporary Telework Policy to Address COVID-19 Remote Working Conditions

Purpose

OMI recognizes approved teleworking as a necessary work arrangement while the School is closed during the ongoing coronavirus (“COVID-19”) pandemic. This policy details conditions and requirements which apply to all temporary telework assignments during the School’s closure due to COVID-19.

Definition

Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workweek. Teleworking is not an entitlement, nor is it a school-wide benefit. This temporary arrangement in no way alters or changes the terms and conditions of employment with the School, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, the School has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

General Requirements

Employees shall not telework unless they receive advance written approval from the School. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by the School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive written approval from a supervisor prior to working additional hours or overtime. Failure to comply with timekeeping and work hours requirements may result in disciplinary action, up to and including termination from employment.

Eligibility Considerations

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful teleworking. In the sole discretion of the School and its management, the following eligibility factors will be considered:

- The employee has a position where effective communication can be accommodated electronically;
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of the School;
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality generally;
- The employee's equipment and software must meet the School's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal;
- Telework sites must be in California;
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;

- The employee must maintain connections with work groups or teams from their remote work location; and
- The employee has no recent or pending corrective or disciplinary actions.

Supervisor Responsibilities

Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- Understand the technology and tools necessary for successful remote supervision; and
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, messages, etc. as applicable to preserve teamwork.

Supervisors will assess each employee's progress on a telework assignment periodically to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

Communication and Accessibility

Employees and supervisors must determine how communication between the teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their supervisor and as needed, their co-workers or other School stakeholders (e.g., cadets and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee's telework assignment. Employees must be accessible by phone and email at all times to their supervisor, co-workers, School stakeholders, and the School generally during assigned work hours. Employees must notify their supervisors if they leave their telework site during agreed upon hours, aside from applicable meal and rest periods. Employees must post their telework schedule on their calendar, including applicable meal and rest periods. Employees must also remain flexible in their scheduling, and shall be available to attend staff meetings and other meetings as required by their supervisor.

Safety

The telework space is considered an extension of the School's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed.

Employees are responsible for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee's home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., children, pets, electronic devices, etc.).

Supplies, Equipment, and Furniture

The School will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, and photocopiers) for each telework assignment on a case-by-case basis. The School will not provide office furniture for the workspace at home.

All necessary technology equipment will be supplied and maintained by the School, subject to availability. Equipment supplied by the School is to be used for work purposes only. Employees must sign an inventory of all School property and agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of School property. Employees shall be held liable to the School whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of School property. Upon cessation of a telework assignment, all School property must be returned to the School.

Information Security and Confidentiality

Employees must never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

Consistent with the School's expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and communications provided or sensitive work performed from the telework location remain confidential, away from the presence of family members or guests. Any School materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and not be made accessible to any third parties, including the employee's family members or guests. Steps which employees may take to increase security of School materials/information include use of locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

Performance Standards

Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

Professional Boundaries

Employees must maintain appropriate levels of professionalism when interacting remotely with cadets and/or cadet's family members in full compliance with the School's "Professional Boundaries: Staff/Cadet Interaction" policy and as summarized below:

- Limit communications with cadets to issues involving School activities or classes only;
- Ensure professional communications with cadets by avoiding conversations of an overly personal, inappropriate, sexual, offensive, or indecent nature;
- Respect the privacy rights of cadets by ensuring communications and/or documents involving confidential pupil information are safeguarded appropriately;
- Maintain the same degree of formality as would be appropriate when working on-site, including in manner of speech, tone, method of communication, and appearance and dress, particularly when the employee may be communicating with cadets via video chat; and
- Continue to comply with any and all School policies, including enforcing appropriate cadet behavior and cadet discipline, child abuse and neglect reporting protocols, and prohibitions on harassment or other inappropriate conduct.

Employees who fail to demonstrate acceptable professional boundaries during a telework assignment may be subject to disciplinary action, up to and including termination from employment.

Evaluation and Duration

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

The School may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, the School shall endeavor to provide seven (7) days' notice of the modification or termination of any telework assignment whenever possible. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following the COVID-19 pandemic.

Health and Safety Policy

OMI is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's Safety Plan and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Superintendent any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

OMI has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Superintendent. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Superintendent when keys are missing or if security access codes or passes have been breached.

Occupational Safety

OMI is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. OMI's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

Privately Owned Vehicles (POV)

OMI vehicles are the ONLY authorized method for transporting cadets. All vehicles are the property of the OMI and should be treated accordingly. Upon hiring, all qualified OMI employees are required to sign a Driving Agreement prior to operating any school vehicles. OMI employees should only transport cadets in personal vehicles under exceptional circumstances, and requires prior approval from the cadet's guardian, Superintendent, and Commandant.

Prior to driving any OMI vehicles, all employees must successfully complete the Army Accident Avoidance Course, be listed as an approved driver on the School insurance policy, and keep documented certification with headquarters. Seatbelts must be worn in compliance with state highway laws, and all accidents must be reported immediately. Upon returning the vehicle, all logbooks must be filled out accurately and completely and the vehicle should be clean, fueled, and all doors and windows secured.

EMPLOYEE WAGES AND HEALTH BENEFITS

Salary Placement

All newly hired certificated, credentialed employees shall receive credit on a year-for-year basis for up to a maximum of 10 years, for initial placement on the OMI certificated salary schedule. Experience is determined by years of credentialed service or similar which has been verified by the previous school or school district.

For certificated employees desiring to move over on the columns, unit credit for advancement on the salary schedule will be granted if OMI does not pay for or provide for the workshop/training, pay substitute costs, or the workshop/ training does not occur on instructional time. Credit will be granted if the workshop/training occurs on-duty time or professional obligation time and it was approved in advance by the Superintendent as a special circumstance. The determination of a special circumstance is at the Superintendent's discretion

All unit credits obtained must be from an accredited institution of higher learning, recognized by the Commission of Teacher Preparation and Licensing.

For consideration of column movement, all units, via official transcripts, must be submitted to Human Resources by the last business day in October. If the units are approved and column movement occurs, pay will be retro to the beginning of the fiscal year.

All newly hired classified staff, salary placement shall be determined by the Superintendent.

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement System (STRS) and Public Employment Retirement System (PERS) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

2. **State Income Tax Withholding:** The same factors which apply to federal withholdings apply to state withholdings.
3. **Social Security (FICA):** The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. **State Disability Insurance (SDI):** This state fund is used to provide benefits to those out of work because of illness or disability.
5. **State Teachers Retirement System (STRS)** is defined-benefit pension, for which both the teacher and the employer make contributions. In exchange, the state promises a guaranteed payout for life upon retirement.
6. **Public Employment Retirement System (PERS)** is a defined benefit pension for which the employee and the, the state promises a guaranteed payroll for life upon retirement.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the **CFO** to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Superintendent. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Superintendent and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. OMI will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Superintendent. OMI provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

Paydays are scheduled twice per month for all employees. If an employee observes any error in his or her check, it should be reported immediately to the CFO.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Superintendent will discuss the situation with the employee.

Medical Benefits

Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the **HR Manager** as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty- six (36) months if coverage ends because:

- The employee dies while covered by the plan;

- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

OMI will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. OMI will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- OMI stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by the Superintendent or his or her designee on OMI's evaluation form. Performance evaluations will be conducted annually between May 1st and June 30th. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for

improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Superintendent, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Superintendent or his or her designee within the first ninety (90) days of employment.

On a periodic basis, the Superintendent will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. OMI's evaluation system will in no way alter the at-will employment relationship.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Superintendent advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. OMI will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Superintendent. Only the Superintendent or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

HOLIDAYS, VACATIONS AND LEAVES

Holidays

OMI calendar reflects all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Superintendent. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session.

(a) OMI shall grant to regular 12- month non-exempt and exempt (classified employees) an annual vacation at the regular rate of pay earned at the time the vacation is commenced. Such vacation shall be as determined by OMI, but not less than five-sixths of a day for each month in which the employee is in a paid status for more than one-half the working days in the month, provided the employee is regularly employed five days per week, seven to eight hours a day. An employee in a paid status for less than one-half the working days in a month shall have his vacation credit accrued on the basis provided for in subdivision (b) or (c).

(b) In lieu of accrual of vacation credit on a monthly basis and proration as prescribed in subdivision (a), OMI may provide for accrual of vacation credit on any of the following bases:

(1) For all employees or classes of employees who work a full workweek of 40 hours the School shall provide 0.076923 hour of vacation credit for each hour of paid service, not including overtime. (i.e. An employee who works 40 hours a week (1.0 FTE), shall be entitled to 4 weeks or 20 days of

vacation.)

- (2) For all employees or classes of employees who work a full workweek of 37.5 hours the School shall provide 0.07211 hour of vacation credit for each hour of paid service, not including overtime.
- (3) For all employees or classes of employees who work a full workweek of 35 hours the School shall provide 0.06730 hour of vacation credit for each hour of paid service, not including overtime.
- (c) For all employees regularly employed for fewer than 30 hours a week, regardless of the number of hours or days worked per week, the vacation credit shall be computed at the rate of 0.05769 for each hour the employee is in paid status, not including overtime.
- (d) Vacation may, with the approval of OMI, be taken at any time during the school year. If the employee is not permitted to take his full annual vacation, the amount not taken shall be paid for in cash at the current rate of pay or salary at the end of each fiscal year.
- (e) Unless approved by the Superintendent, employees shall **not** use vacation during the first six (6) months of employment. Upon the completion of six (6) months of employment, employees shall be allowed to request vacation time in accordance with this Handbook.
- (f) The employee may be granted vacation during the school year even though not earned at the time the vacation is taken.
- (g) If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his services, the employee must authorize OMI to deduct from the employee's final pay the full amount of salary which was paid for such unearned days of vacation taken.
- (h) Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

Vacation must be scheduled with due consideration for “peak traffic periods” in the School. With this in mind, it is expected that vacation will be taken when school is not in session or at “low traffic periods” with supervisor approval.

Vacation must be coordinated and cleared by the employee’s direct supervisor and Superintendent and is subject to scheduling and seniority. Seniority is based on the date of hire with OMI. No vacation time may be taken by clerical staff during the month of June or the last two (2) weeks of August unless specifically authorized by the Superintendent. Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Superintendent subject to scheduling and seniority.

For clerical employees, vacation days should be taken when school is not in session, preferably between July 1 to August 15. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

Vacation can accrue up to a maximum of twenty (20) days of pay. Once this cap is reached, no further vacation days will accrue until some of the vacations days is used. When some is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was the cap. The Superintendent or designee, may, at their option, require employees to use vacation time.

Unpaid Leave of Absence

OMI recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. If the employee has no spouse or registered domestic partner, the employee may designate one (1) person as to whom the employee may use paid sick leave to aid or care for that person in lieu of a spouse or registered domestic partner. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least two (2) hours per week, and work for OMI for at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.

Exempt and Certificated employees shall earn one (1) sick day equivalent to their FTE, for each month while on contracted service as defined in their at-will employment agreement. No sick time shall be accrued outside of their respective at-will agreement.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. The School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than three (3) consecutive days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee ~~verifying the employee's absence.~~

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Personal Necessity Leave

All employees may use up to the equivalent of three (3) working days of sick leave for personal necessity leave per year. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday. Employees must request personal necessity leave at least one (1) week in advance unless an emergency situation occurs. Personal necessity leave is not vacation, does not accrue year to year, and if unused, is not paid out upon separation from employment.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- Events That May Entitle an Employee to FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which

is covered by the School’s separate pregnancy disability policy).

- a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
 4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces servicemember shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 3. The “twelve-month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA Leave
 1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
 2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
 3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
 4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.
 - Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for

FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

OMI may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Superintendent. An employee asking for a Request for

Leave form will be given a copy of the School's then-current FMLA leave policy.

2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
 2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Limitations on Reinstatement
 1. OMI may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
 2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification

concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 ¹/₃ weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 ¹/₃ weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 ¹/₃ weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

3. Vacation and sick pay accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

• Health Benefits

OMI shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. OMI can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.

• No Break in Service

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service.

• Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

• Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Superintendent. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

• Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. In accordance with OMI policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

OMI, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Superintendent;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Superintendent; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. OMI, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (“EMS”) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Superintendent and to the individual responsible for reporting to the School’s insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School’s approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers’ Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School’s approved medical facility before returning to work.
- Any time there is a job-related injury, the School’s policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

OMI shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee’s health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, OMI will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

OMI shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Exempt and non-exempt employees are entitled to a leave of up to five (5) days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

Jury Duty or Witness Leave

For all exempt and nonexempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Superintendent at least two (2) days notice.

School Appearance and Activities Leave

As required by law, OMI will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of OMI, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee first uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

OMI provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide OMI with as much advance notice

as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide OMI one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, OMI will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Superintendent.

Returning from Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Superintendent thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Superintendent.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.

3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient Operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

In addition to the above, the following rules, which may also lead to discipline or termination if violated, apply to all OMI employees:

1. At no time should an employee give a cadet school keys or alarm access codes.
2. Cadets should generally never be alone in a classroom or office with a school staff member with the door closed unless another staff member, parent/guardian or cadet is present. Individuals in counseling roles should use their best professional judgment when counseling a cadet alone behind closed doors.

3. School staff may not accompany cadets walking off campus to nearby business establishments without prior approval of the school administration.
4. Parties are not allowed in classrooms or on school campus without prior approval of a school administrator.
5. Food products (other than the school breakfast and lunch program foodstuffs) may not be served or sold by school staff on campus during the time period between 6:45a.m. and 4:00p.m. without prior approval of the school administration. Such sales or service by school staff is in violation of state and federal guidelines regulating food that conflicts with the National School Breakfast and Lunch Program.
6. On regular school days, school staff should generally not be on campus prior to 6:30 a.m. nor should they be on campus after 6:00 p.m. Exceptions to this policy require approval from an administrator.
7. School staff are expected to maintain professional boundaries with cadets and family members of cadets.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and

- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. OMI shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Superintendent regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

INTERNAL COMPLAINT REVIEW

The purpose of the "Internal Complaint Review Policy" is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Superintendent or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's "Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation."

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Superintendent or designee:

1. The complainant will bring the matter to the attention of the Superintendent as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Superintendent or designee will then investigate the facts and provide a solution or explanation;

3. If the complaint is about the Superintendent, the complainant may file his or her complaint in a signed writing to the President of the School's Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Superintendent or Board President (if the complaint concerns the Superintendent) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Superintendent (or designee) shall abide by the following process:

1. The Superintendent or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Superintendent (or designee) finds that a complaint against an employee is valid, the Superintendent (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Superintendent (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Superintendent's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Superintendent) or the Superintendent or

designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

OMI reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

SEVERABILITY AND SAVINGS

If any provision of this Handbook should be held invalid by operation of law by any state or federal court of Administrative agency of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any state or federal court or administrative agency of competent jurisdiction pending a final determination as to its validity, all other provisions of the Handbook shall not be affected thereby, invalidated or suspended provisions shall be reviewed for compliance.

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Superintendent or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

OMI will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____ Date: _____

Coversheet

Retention Policy

Section: IV. Information/Discussion Items
Item: C. Retention Policy
Purpose:
Submitted by:
Related Material: Retention Policy.pdf

BACKGROUND:

At the last regular board meeting on June 9, 2022, the Board Members requested OMI develop a retention policy. The following is a draft pending vetting and review by legal counsel.



OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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

Retention Policy (Middle School)

Philosophy

OMI is a College Preparatory Academy dedicated to academic excellence. In keeping with our commitment to rigorous academics and preparation for college, OMI requires that cadets demonstrate both academic success and motivation to achieve in order to be promoted to the next grade level. Cadets who promote to the next grade level must receive passing grades in their courses. In OMI's Middle School, we believe that all cadets are capable of reaching skill levels that prepare them for success in high school and college. In keeping with this mission, cadets who do not meet current grade level skill expectations will be required to attend OMI's summer targeted skill-building classes (Summer School). Upon successful completion of these classes, cadets will be better equipped to be successful in the next grade. Cadets who receive a final grade of an 'F' at the end of the second semester, and do not complete summer school classes successfully may be retained at their present grade level. This policy provides guidance to the Director of Teaching and Learning on the retention of students who do not meet grade level standards:

I. Criteria

- A. A cadet identified as at risk of retention will be objectively based on the cadet's inability to meet the minimum California state grade level standards in reading/language arts and mathematics for cadets in grades six through eight (6-8) as determined by the following:
 - i. Scores of Standard Not Met on the prior year's state testing in English-Language Arts, or Math.
 - ii. School attendance (ten (10) or more days of absence per academic year) or habitual missing of classes or advising meetings
 - iii. Previous unsuccessful interventions in class or at home (CST, parent/teacher meetings, etc.)
 - iv. Teacher(s), College and Career Counselor, or parent/guardian observation
 - v. Portfolio of work samples
- B. For English Learners (EL), retention cannot be based on the cadet's lack of English fluency as related to meeting English standards.
- C. For cadets with disabilities, the determination of the appropriate standards for promotion and retention should be made as part of the Individualized Education Plan (IEP) process and in accordance with all applicable laws.



OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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

II. Required Steps and Procedures Preceding Retention Decision

- A. A cadet may be retained in his or her current grade level if he or she is unable to meet California State grade level standards for advancement.
- B. Before retaining a cadet, the Director of Teaching and Learning or his/her designee will determine that:
 - i. A cadet does not meet the minimum California state grade level standards in reading/language arts and mathematics for cadets in grades six through eight (6-8) based on the above criteria.
 - ii. A meeting with the parents/guardians has been held per the OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY CST process. The CST will consider the academic and social emotional needs of the cadet.
 - iii. The interventions and support strategies at previous CST meeting(s) have been documented and implemented in a consistent manner.
 - iv. The cadet's parents/guardians have been continually informed and invited to be involved in the cadet's interventions and supports as defined in Section IV below.
 - v. A retention CST, consisting of the Director of Teaching and Learning, the cadet's classroom teacher(s)/College and Career Counselor and/or other staff members (as deemed necessary), and the parents/guardians of the cadet, has been held to review the interventions and progress to date. The CST will endeavor to reach a conclusion as to which grade level placement is in the best interest of the cadet for the next school year.
- C. If the CST does not reach consensus on a recommendation for retention, the Director of Teaching and Learning will make the final determination based upon all information discussed at the CST meeting.
 - i. The cadet cannot be retained in his or her grade if the cadet's teacher(s)/College and Career Counselor determines in writing that retention is not the appropriate intervention for the cadet's academic deficiencies. This written determination will specify the reasons that



OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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

retention is not appropriate for the cadet and will include recommendations for interventions other than retention.

- ii. If a cadet is retained, the parents/guardians and the teacher(s)/College and Career Counselor will work together to develop and utilize appropriate instruction and intervention strategies that target the areas of concern for the following year so that the cadet will be supported to meet the academic standards in the retained grade.
- iii. When a final decision is made to retain a cadet, the parents/guardians will be notified within ten (10) working days of the retention CST meeting and given the reason for retention in writing along with a copy of this policy.

III. Identification of “At Risk” Cadets

- A. A cadet will be identified as “at risk” of retention based on prior end-of-year assessments, interim indicators of academic achievement, California Standards and benchmark assessments, and on proficiency levels on standardized testing (as outlined in section IA above). Cadets identified as “at risk” will be remediated per program recommendations with appropriate support in accordance with OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY’S policies.

IV. Parent notification and involvement

- A. Parents/guardians will be notified by their teacher(s)/College and Career Counselor of a cadet’s areas of academic concern as early in the school year and as early in the cadet’s school career as can be determined.
- B. Parents/guardians will be invited to an initial CST meeting to discuss concerns and proposed interventions.
- C. Parents/guardians will receive a copy of the CST meeting notes, which will also serve as notice of any proposed interventions and cadet support strategies that will be implemented by the school, the cadet and the parents.
- D. If necessary, parents/guardians will be invited to a CST follow-up meeting to discuss the cadet’s progress after the implementation of the interventions and support strategies. Further cadet support options may be discussed, including retention, if applicable.



OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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

- E. If a recommendation for retention is made by the teacher(s) or College and Career Counselor to the Director of Teaching and Learning, parents will be invited to attend the retention CST meeting as a member. Members of the CST will also consist of the Director of Teaching and Learning, the cadet's teacher(s), College and Career Counselor, and other staff members (as deemed necessary).
- F. The retention CST meeting invitation will be made via telephone by the Director of Teaching and Learning to the phone number provided to the school and followed up by a written confirmation sent via US Mail (certified mail) and email to the address provided to the school. The teacher/adviser will log all attempts to contact the parents/guardians.
- G. If after two documented attempts to schedule a CST meeting and the cadet's parents/guardians do not respond, the meeting will be held without their presence.
- H. The retention CST meeting will include the following:
 - i. A review of previous CST notes
 - ii. Discussion on prior, current and ongoing interventions
 - iii. A review of the cadet's current work and any available interim assessments
 - iv. Discussion on the appropriateness of retention
 - v. The development of a plan for cadet support for the remainder of the school year and/or the following school year
- I. Notes from the CST meeting and the decision of the CST, or the final decision of the Director of Teaching and Learning (if the Team is unable to come to consensus), will be sent to the cadet's parents/guardians within ten (10) working days of meeting at the address provided by the parents/guardians to the school via registered mail, unless otherwise agreed in writing.
- J. The cadet will be offered placement for the following year in the grade level determined as appropriate by the CST.

V. Right to Appeal

- A. If the parents/guardians disagree with the final decision, they have the right to appeal to an Appeals Committee.
 - i. Parents/guardians choosing to appeal a decision to retain (or not retain) the cadet will submit their request in writing to the Director of Teaching and Learning. The request will specify the reasons why the decision should be overturned. The appeal must be submitted no later than ten (10) working days following receipt of the determination of retention.



OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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

- ii. An Appeals Committee, appointed by the Superintendent and comprised of one OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY teacher other than the cadet's current grade level, the College and Career Counselor, and the Student Services Coordinator, will review the appeal as well as the cadet's academic performance records. The Director of Teaching and Learning will provide evidence upon which the retention decision was based. The parents/guardians may also provide evidence and the reason(s) for their appeal. The Appeals Committee meeting will be held in a confidential setting. The Appeals Committee will prepare a written decision which summarizes its findings and conclusions. The Appeals Committee may not recommend that the CST or Director of Teaching and Learning's decision be overturned unless the recommendation of the Appeals Committee is unanimous.
- iii. The Appeals Committee will notify the parent(s) and Director of Teaching and Learning of its decision in writing within ten (10) business days of the meeting.
- iv. The Appeals Committee decision is final as to grade level placement of the cadet.

DRAFT

Coversheet

Approve Oakland Enrolls Memorandum of Understanding for Participating Charter Partners 2022-23 School Year

Section: V. Action Items
Item: A. Approve Oakland Enrolls Memorandum of Understanding for Participating Charter Partners 2022-23 School Year
Purpose:
Submitted by:
Related Material: Oakland Enrolls MOU.pdf

BACKGROUND:

Oakland Enrolls is responsible for the Oakland common charter application project. Prior to the Oakland common charter application project a fragmented system of school enrollment existed in Oakland, making it difficult for families to navigate the public-school enrollment process.

OMI wishes to participate in this Oakland common charter application project, in order to enhance school choice, make the process for families easier, and share data to gain more insight into application and enrollment trends in Oakland.

OMI selected Light Support Package (cost of \$10,380) which includes the following: License/Vendor Fees, Lottery and Waitlist Setup, Additional Operations Support, Additional Marketing and Recruitment Support, Additional Data and Analysis, Charter Advocacy, Network Benefits, Oakland Enrolls Council Memberships.

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the Oakland Enrolls Memorandum of Understanding for Participating Charter Partners 2022-2023 School Year.



Oakland Enrolls SY23-24 Common Charter Application - MOU Overview

Each year, Oakland Enrolls shares an Memorandum of Understanding (MOU) with our charter school partners that wish to participate in the Common Charter Application. As a reminder, Oakland Enrolls is a non-profit organization that aims to empower Oakland families to make informed choices about their public school options and make the process of selecting and enrolling in a public school easy, efficient, and equitable.

For the past six years, Oakland Enrolls has partnered with more than 95% of Oakland's charter schools to support the Common Charter Application. With our charter partners, we have served over 35,000 families submitting over 85,000 applications to our school partners. Participation in the Common Charter application includes a public school enrollment campaign, school profile in [Oakland Enrolls School Finder](#), a family support team, and individualized training/support for our school partners. With our school and community partners, we have streamlined the charter application system for Oakland families, allowing them the ability to view all of their public charter school options in one place, and on one timeline.

How Much Does it Cost?

- The annual SchoolMint license fee for the common charter application will be about \$4,200 per school
- Schools will also be required to select a service tier to partner with Oakland Enrolls. Tiers range from \$4,120 to \$15,450.
- Oakland Enrolls will also be offering optional services to meet the specific needs of our school partners.

The MOU runs August 1, 2022 to July 31, 2023.

What's Included in the MOU? As in years past, a signed MOU and partnership agreement with Oakland Enrolls includes various benefits and services. These include, but are not limited to:

- Citywide marketing campaign to promote the application (includes paid advertising, billboards, newspaper ads, social media, and posters/flyers)
- Multilingual family services team to provide over-the-phone/text/email/in-person support to families
- Oakland Enrolls' partnerships with community-based organizations to inform families about the process/tools
- Oakland Enrolls School Finder profile with all public charter school options
- Webinar-based training for school enrollment/operations staff
- Advocacy for public charter school enrollment policies in Oakland
- Operations Scorecard - tracking the efficiency of school partners
- Application information provided to each school
- License and SchoolFinder fee for SchoolMint



Tiered Services for SY23-24 MOU

Oakland Enrolls Tiered Services					
Software Vendor Fees (Required) per School	\$4,200 per school - Common application - Lottery and waitlist - Communications - Oakland School Finder				
Level	Baseline Support	Light Support	Medium Support	Intensive Support*	Optional Services Chart
Tiered Service Pricing per School	\$4,120	\$6,180	\$10,300	\$15,450	Per-School Pricing Below
Operations - Operations Scorecard - Access to resource folder - Operations Newsletter - Operations Calendar - Operations Trainings - Creating portal logins for school admins - Standard automatic messaging - Support with troubleshooting, lottery setup, and registration (from software vendor support team only) - Ad hoc data pulls for aggregate student information Marketing & Recruitment - Website language for On-Time & Late application period - Virtual School Enrollment Fair Data & Analysis - OE will correct On Time duplicate applications by calling all families with duplicate apps, confirming information, cancelling duplicate apps and making changes Network Benefits - Participate in a network that includes over 97% of Oakland's charter schools - Reap the benefits of a system maintained by an organization solely focused on enrollment, with institutional knowledge, and a focus on continuous improvement - Contributing to a system striving for equity in enrollment practices - Community of support and solidarity in face of shifting political winds Oakland Enrolls Council Membership - Voting - Quarterly update meetings - Network-wide enrollment updates - Updates from Oakland Enrolls Executive Director & Team	Everything in Baseline, PLUS: Additional Operations: - Support with login issues - Help navigating reports/app index - Help navigating communications tab - Help editing student applications - Help managing student profiles - Customized automatic messaging - Support with application portal/vendor troubleshooting (from Oakland Enrolls team) Additional Data & Analysis - OE will correct On Time age/grade inconsistent applications by calling all families with age/grade discrepancies, collecting information, making changes and reporting to schools Marketing/Recruitment: - Marketing opportunities - Oakland Enrolls enrollment presentation/workshop to your school - Oakland Enrolls events calendar	Everything in Low-Touch, PLUS: Additional Marketing/Recruitment: - Creating and translating messages in application portal - Soft copy enrollment marketing materials for On-Time and Late Application periods - Outreach Trainings - Newsletter with resources and tips - Transition grade family enrollment packet materials - Will list your school in marketing materials to community partners Additional Data & Analysis: - Pipeline report with applicant trajectory from application to enrollment	Everything in Medium-Touch, PLUS: Additional Marketing/Recruitment - Hard copy enrollment marketing materials for On-Time and Late Application periods Additional Data & Analysis - Summary of On-Time enrollment reports for each school - OE summarizes and sends duplicate, age/grade, 'submitted' apps, and stagnant offers in Late application period Charter Advocacy: - OE's support in charter advocacy within Oakland	On-time applications support (weekly reports, messaging to families, phone outreach to families): \$3,090 Custom outreach strategic plan to support school marketing/communications efforts: \$2,575 - \$8,755 (depending on level of service) Graphic Design to support school's marketing efforts: \$3,100 - \$6,200 (depending on level of service) Seat Offer Tool and custom reports to optimize hitting enrollment targets: \$2,575 Managing offers (follow up with families, rescinds stale offers, makes new offers): \$3,090	
Oakland Enrolls Tiered Services (Required) Schools must choose one					
Paid for by Philanthropy	\$5,000 per school Family Support Center - Multilingual phone/text/in-person family support Community Outreach & Marketing - CBO partnerships - Presentations - Workshops/Enrollment Events - Communications (email, text, social media) - Marketing materials shared with partners - Paid marketing: billboards, bus shelters, social media, news/radio				



Sample Application Cycle

Oakland Enrolls Application Cycle 2022-23

July 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July	
5-9	4th of July Week

January 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

January	
1	New Year's Day
10	*Waitlist does not roll over, apply for 21-22*
12	Lottery Training (webinar)
17	Martin Luther King Jr. Day
21	Last Day to confirm lottery setup with SchoolMint
28	Last Day to request lottery design updates

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August	

February 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

February	
4	On-Time Enrollment ends
7	Late Enrollment (formerly Round 2) Begins
11	1. Confirm registration process
	2. Updates websites with Late enrollment info
18	1. Add Custom Auto-Messaging to SM (baseline tier schools only)
	2. At least one test of Lottery in Sandbox
25	Finish validating priorities/cleaning data

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September	
3	Application Questionnaire due (lottery priorities, school info, & registration info)
6	Labor Day
29	Deadline to purchase SM registration (optional)

March 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March	
1	Ensure registration dates are open in your school's instance (if using SM Reg.)
7-9	School Based Lotteries will be held
8	"Explanation of Lottery and Timeline" Message
10	Offers Bulk Released (Oakland Enrolls)
21	"Reminder to Accept/Decline Offer" Message
24	Stated deadline to Accept/Decline Offer
25	Lottery Offers Bulk Rescinded (Oakland Enrolls)
31	Cesar Chavez Day

October 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October	
7	Outreach and Operations Training (webinar)
11	Indigenous Peoples' Day
12-15	Application Test - FINAL CONFIRMATION of application/priority accuracy

April 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April	

November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November	
11	Veterans Day
12	Deadline: update website w/ correct info
15	On Time Enrollment Launch
25-26	Thanksgiving Break

May 2022						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May	
31	Memorial Day

December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December	
10	CALPADS data due
17	*Happy holidays/closed for break*
20-31	Winter Break

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

June	
1	21-22 Waitlist expires: applications are cancelled/withdrawn/rescinded
1	*21-22 Waitlist expired/apply for 22-23*
17	Juneteenth (observed)
20	MOU for 23-24 Due

KEY	
	Deadline
	Key Enrollment Date
	Message sent by Oakland Enrolls
	Training/Meeting
	Office Closed

Coversheet

Approve Declaration of Need for Fully Qualified Educators

Section: V. Action Items
Item: B. Approve Declaration of Need for Fully Qualified Educators
Purpose:
Submitted by:
Related Material: cl500 (1).pdf

BACKGROUND:

Pursuant to California Code of Regulations Title 5, Section 80026, any agency that has a need to employ individuals on emergency permits must post a public announcement at least 72 hours prior to adopting the Declaration of Need for Fully Qualified Educators. This Declaration certifies that there are an insufficient number of fully credentialed persons who meet the specified employment criteria required for the certificated positions listed below:

- Single Subject Teacher (5)
- Special Education Teacher (1)

This Declaration shall remain in force until June 30, 2023

RECOMMENDATION:

Staff recommends that the OMI Board of Directors approve the attached Declaration of Need for Fully Qualified Educators.



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

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

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

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

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

Name of County: _____ County CDS Code: _____

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

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

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

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

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

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

Name	<i>Kathryn Wong</i> Signature	Title
------	----------------------------------	-------

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

Mailing Address

EMail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

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

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

Submitted by Superintendent, Director, or Designee:

_____ *Kathryn Wong* _____
Name *Signature* *Title*

_____ _____ _____
Fax Number *Telephone Number* *Date*

_____ _____
Mailing Address

_____ _____
E-Mail Address

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

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

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

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

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

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

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

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

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

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

Coversheet

Approve the 2022-23 Local Control Accountability Plan (LCAP)

Section: V. Action Items
Item: C. Approve the 2022-23 Local Control Accountability Plan (LCAP)
Purpose:
Submitted by:
Related Material: OMI_LCAP_Metrics_Summary_06092022.docx-2.pdf

BACKGROUND:

A public hearing for the Local Control Accountability Plan (LCAP) was held on June 9, 2022 at OMI's Regular Board Meeting.

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the 2022-23 LCAP.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
2021-2024 Local Control Accountability Plan
SUMMARY OF GOALS and METRICS

GOAL 1:			
Provide high-quality classroom instruction			
Metric	Baseline	Year End 2021 - 2022 Progress	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): English Language Arts (ELA): 30.1% met or exceeded the standard Math (MA): 26.2% met or exceeded the standard	RenSTAR (Jan 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
CORE Growth Measure	Core Growth Measure (2018-2019) ELA Growth: 35th percentile Math Growth: 19th percentile	Core Growth Measure (2023) ELA Growth: TBA Math Growth: TBA	Core Growth Measure ELA Growth: 50th percentile Math Growth: 50th percentile
8th Grade Promotion Rate (no summer school)	92% 8th Grade Promotion (2020) 65% 8th Grade Promotion w/o Summer School (2021) 100% Promoted after Summer School	62% 8th Graders On Track to Promote (2022) - 38% must attend 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	High school graduation: 98%
College/Career Indicator (CCI)	CCI (2019): 57.1% Students Prepared	CCI (2022): (TBA) % Students Prepared	CCI: 80% Students Prepared

College Acceptance Rate	65.71% Attending 2 or 4 year Colleges (2020)	93.4% Attending 2 or 4 year Colleges (2022)	95% Attending 2 or 4 year Colleges

ACTION PLAN for GOAL 1:

- Action 1: Conduct daily formal and informal classroom observations (IP-NS)
- Action 2: Identify in-house mentor teachers (IP)
- Action 3: Require mandatory professional development relevant to individual teacher needs (IP)
- Action 4: Create a comprehensive teacher evaluation process (IP)
- Action 5: Ensure high quality instructional technology equipment, training, and learning platforms to support instruction (IP)
- Action 6: Engage comprehensive training for teachers to develop rigorous, relevant and engaging lessons (IP)
- Action 7: Provide school-wide AVID training to instructional staff across all content areas (NS)

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
2021-2024 Local Control Accountability Plan
SUMMARY OF GOALS and METRICS

GOAL 2: Provide English Learners with the required skills to reach grade level standards/proficiency			
Metric	Baseline	Year End 2021 - 2022 Progress	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	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% 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	RenSTAR (January 2022): English Language Arts (ELA): 3.8% Math (MA): 2.6% of EL students meet or exceeds the standard	RenSTAR (2020): English Language Arts (ELA): 45% 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 meet annual goals on standards mastery and grade requirements	54.5% of RFEP students meet 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	66% of teachers have CLAD/BCLAD/ELA Certification	81.3% of teachers have CLAD/BCLAD/ELA Certification	100% of teachers have CLAD/BCLAD/ELA Certification

Teacher Credentialing			
<u>ACTION PLAN for GOAL 2:</u> <ul style="list-style-type: none">● Action 1: Ensure all ELD students have access to Designated ELD courses (NS)● Action 2: Increase ELD training for all instructional staff to support English Learners (IP-NS)● Action 3: Ensure all teachers have CLAD or BCLAD certification according to credentialing information (IP)● Action 4: Hire additional teachers and staff to support core and extended learning for EL students (IP)● Action 5: Provide Targeted Academic support to EL student (NS)			

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
2021-2024 Local Control Accountability Plan
SUMMARY OF GOALS and METRICS

GOAL 3: Create a safe, welcoming and inclusive campus environment for all cadets, their families and OMI personnel:			
Metric	Baseline	Year End 2021 - 2022 Progress	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% 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)	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
Student Attrition	8% Student Attrition	17% Student Attrition	3% Student Attrition
Suspension/Expulsion Rates	Suspension Rate (2019) 13.2%	Suspension Rate (2022) TBA	Suspension Rate: 5%
Cadet Leadership/CACC promotions	CACC AGI Standard: C/SGT or higher: 50%	C/SGT Sophomores: 22% C/SGT Juniors/Seniors: 37%	C/SGT or higher Sophomores: 75% C/SGT or higher Juniors/Seniors: 100%
Average Daily Attendance Rate	95.04% ADA	90.3% ADA	98 % ADA
Annual School Application/Enrollment Target	91% of Available Seats Filled	82% Available Seats Filled	100% of Available Seats Filled
ACTION PLAN for GOAL 3:			
<ul style="list-style-type: none"> ● Action 1: Implement School-wide PBIS program (NS) ● Action 2: Increase opportunities for parents to visit the OMI campus (NS) ● Action 3: Identify and utilize parent liaisons to increase direct communication with families (NS) ● Action 4: Administer a cadet/parent school culture surveys (IP-NS) ● Action 5: Ensure an effective cadet recruitment process (IP) ● Action 6: Create comprehensive and sustainable systems within the school to ensure the safety, welfare and academic success of all students (IP -NS) 			

Coversheet

Approved Certificated Salary Schedule (Revised)

Section: V. Action Items
Item: D. Approved Certificated Salary Schedule (Revised)
Purpose:
Submitted by:
Related Material: OMI Proposed Classified. Mgt. Confidential Salary Schedule.pdf

CLASSIFIED	Contracted Days	Step 1	Step 2	Step 3	Step 4	Step 5
NON-EXEMPT						
Custodial Technician	260	\$ 20.70	\$ 21.34	\$ 22.00	\$ 22.66	\$ 23.34
Special Education/Bilingual EL Aides	185	\$ 20.70	\$ 21.34	\$ 22.00	\$ 22.66	\$ 23.34
Administrative Assistant/Office Manager	260/220	\$ 25.10	\$ 25.88	\$ 26.68	\$ 27.48	\$ 28.30
Campus Monitor	185	\$ 25.43	\$ 26.22	\$ 27.03	\$ 27.84	\$ 28.68
Facilities Technician	260	\$ 28.27	\$ 29.15	\$ 30.05	\$ 30.95	\$ 31.88
Admin. Assistant to the Superintendent	260	\$ 28.96	\$ 29.86	\$ 30.78	\$ 31.70	\$ 32.66
Business Technician	260	\$ 29.17	\$ 30.07	\$ 31.00	\$ 31.93	\$ 32.89
Student Data Technician	260	\$ 29.99	\$ 30.92	\$ 31.88	\$ 32.83	\$ 33.82
EXEMPT						
Human Resources Manager	260	\$ 70,568	\$ 72,750	\$ 75,000	\$ 77,250	\$ 79,568
Information Technology (IT) Manager	260	\$ 76,213	\$ 78,570	\$ 81,000	\$ 83,430	\$ 85,933
Student Data Manager/Registrar	260	\$ 70,568	\$ 72,750	\$ 75,000	\$ 77,250	\$ 79,568
Social/Emotional Therapist	185	\$ 77,154	\$ 79,540	\$ 82,000	\$ 84,460	\$ 86,994
Chief Business Officer	260	\$ 128,367	\$ 132,338	\$ 136,431	\$ 140,650	\$ 145,000
CERTIFICATED						
	Contracted Days	Step 1	Step 2	Step 3	Step 4	Step 5
Director of Teaching and Learning	220	\$ 119,515	\$ 123,211	\$ 127,022	\$ 130,950	\$ 135,000
Student Services Coordinator	220	\$ 103,499	\$ 106,700	\$ 110,000	\$ 113,300	\$ 116,699
Data/Instructional Coach	200	\$ 92,208	\$ 95,060	\$ 98,000	\$ 100,940	\$ 103,968
Psychologist/Speech & Language Therapist	205	\$ 83,030	\$ 87,400	\$ 92,000	\$ 96,600	\$ 101,430
Counselor/Special Education Counselor	220	\$ 77,154	\$ 79,540	\$ 82,000	\$ 84,460	\$ 86,994

One stipend authorized annually	Masters Degree	\$ 500
	Doctorate Degree	\$ 1,000
Additional Stipend annually	CACC Member	\$ 1,000

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

Coversheet

Approve the 2022-23 School Budget

Section: V. Action Items
Item: E. Approve the 2022-23 School Budget
Purpose:
Submitted by:
Related Material: OMI 22-23 Charter Alt.pdf

BACKGROUND:

CFO Vincent Salazar will present the 2022-23 budget with current revenue projections and expenditures for the 2022-23 fiscal year.

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the 2022-23 School Budget.

**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	Current Budget Year		Total
		Prior Year	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
Depreciation Expense (for full accrual basis only)	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

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

Section: V. Action Items
Item: F. Approve Resolution on Authorizing Use of Remote Teleconferencing Provisions (AB 361)
Purpose:
Submitted by:
Related Material: June:July 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 June 23, 2022, meeting, OMI adopted Resolution 072022, 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:

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. 072022

**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
COLLEGE PREPARATORY ACADEMY**

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

- ❖ 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 23 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 23, 2022.

Date: _____

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