



# Oakland Military Institute, College Preparatory Academy

## Regular Board Meeting

Published on May 8, 2023 at 3:31 PM PDT

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### Date and Time

Thursday May 11, 2023 at 4:15 PM PDT

### Location

**3877 Lusk St., Oakland, CA 94608 (Oakland Military Institute College Preparatory Academy campus)**

Teleconference: 916-834-1162

Teleconference: 2799 Richmond Hwy Arlington, VA 22202 (Hyatt Regency Crystal City)

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In response to the expiration of Governor Newsom's Executive Order N-29-20, which temporarily suspended provisions of the Brown Act relating to public meetings, the Board will resume in-person board meetings.

In Compliance with the Americans with Disabilities Act, those requiring special assistance to access the board meeting should contact Carlos Rodriguez at [crodriguez@omiacademy.org](mailto:crodriguez@omiacademy.org). Notifications of at least 24 hours prior to the meeting will enable Oakland Military Institute to make reasonable arrangements to ensure accessibility to the board meeting.

All in-person meeting attendees, wearing a well-fitted mask that covers the nose and mouth without gaps is strongly recommended but not required.

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## Agenda

	Purpose	Presenter	Time
<b>I. Open Session</b>			<b>4:15 PM</b>
<b>A. Call to Order</b>			
<b>II. Opening Items</b>			<b>4:15 PM</b>
<b>A. Roll Call</b>			1 m
<b>B. Call the Meeting to Order</b>			1 m
CALL TO ORDER: The Chairman of the Governing Board of Directors will call the Oakland Military Institute College Preparatory Academy meeting to order at 4:15 PM, or as soon thereafter as possible.			
<b>C. Public Comment</b>			5 m
INVITATION TO ADDRESS THE BOARD: Non-agenda, agenda, and Closed Session items.			
<p>Summary: The Board encourages public comment concerning any item of importance and will recognize requests to speak before the item is discussed or voted upon. To assure your rights to address any action item, please notify the Executive Director's Office of your desire to speak by noon the day prior to the Board Meeting. Those requesting to address the Board will have a total of two (2) minutes.</p> <p>The Board encourages public comment concerning any item of importance and will recognize requests to speak on items not appearing on the Agenda. Speakers should be aware that the Board may not be prepared to comment on the issues they raise, but may request those items to be properly agendized for inclusion in the discussion at a future meeting.</p> <p>If anyone has any questions or concerns please contact the Executive Assistant Mr. Carlos Rodriguez at <a href="mailto:crodriguez@omiacademy.org">crodriguez@omiacademy.org</a>.</p>			
<b>D. Ordering of the Agenda</b>			2 m
<b>III. Approval of Consent Items</b>			<b>4:24 PM</b>
<b>A. Minutes of April 13, 2023 Regular Meeting</b>	Approve Minutes	Carlos Rodriguez	2 m

	Purpose	Presenter	Time
<b>B.</b>	OMI Bank Account Activity (April 1, 2023 - April 30, 2023)	Vincent Salazar	5 m
<b>C.</b>	Personnel Report	Kathryn Wong	2 m
<b>D.</b>	New Contracts	Vincent Salazar	5 m
<b>E.</b>	2023-2024 Academic Calendar	Mary Streshly	10 m

#### **IV. Superintendent's Update**

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

- After School Program Region 4 Site Visit
- New Candidate Update (w/ CMSgt Thomas James)
- LCAP Survey Results/Update

#### **V. Information/Discussion Items**

**4:48 PM**

<b>A.</b>	Cashflow Update	Vincent Salazar	10 m
<b>B.</b>	E-Rate Cisco Switches	Thomas James	10 m
<b>C.</b>	2023-2024 Board Meeting Dates DRAFT	Mary Streshly	10 m
<b>D.</b>	Student Board Member Selection for 23-24 School Year	Thomas James	5 m
<b>E.</b>	Education Protection Account Expenditure Summary	Vincent Salazar	10 m

#### **VI. Action Items**

**5:33 PM**

<b>A.</b>	Action/First Reading: Superintendent Contract Approval Limit Policy	Mary Streshly	10 m
<b>B.</b>	Approve Graduation Requirement Adjustment [Military Science Credit]	Mary Streshly	10 m
<b>C.</b>	Approve Governing Board Member Terms (Breckenridge, Brown, Baldwin, Wire, Washington)	Mary Streshly	5 m

	Purpose	Presenter	Time
<b>D.</b>	Approve Appointment of Board Officers	Mary Streshly	5 m
<b>VII.</b>	<b>Board Member Comments</b>		
<b>VIII.</b>	<b>Closing Items</b>		<b>6:03 PM</b>
<b>A.</b>	Adjourn Meeting		1 m

# Coversheet

## Minutes of April 13, 2023 Regular Meeting

**Section:** III. Approval of Consent Items  
**Item:** A. Minutes of April 13, 2023 Regular Meeting  
**Purpose:** Approve Minutes  
**Submitted by:** Carlos Rodriguez

### BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on April 13, 2023.

### RECOMMENDATION:

The OMI Board of Directors approve the attached minutes for the Regular Board Meeting held on April 13, 2023.

# Coversheet

## OMI Bank Account Activity (April 1, 2023 - April 30, 2023)

**Section:** III. Approval of Consent Items  
**Item:** B. OMI Bank Account Activity (April 1, 2023 - April 30, 2023)  
**Purpose:**  
**Submitted by:** Vincent Salazar  
**Related Material:** OMI's Payments issued April 2023 BR.pdf

### BACKGROUND:

Staff recommends ratification of payroll and vendor warrants paid between April 1, 2023 – April 30, 2023. 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 April 1, 2023 – April 30, 2023.

## ReqPay12a

## Board Report

Checks Dated 04/01/2023 through 04/30/2023			Board Meeting Date May 11, 2023		
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0002638	04/11/2023	Amazon Capital Services	62-4300		372.50
0002639	04/11/2023	AT&T	62-5900		814.53
0002640	04/11/2023	Blaisdells	62-4300		239.00
0002641	04/11/2023	Comcast Business	62-5900		3,869.30
0002642	04/11/2023	CORE	62-5810		26,250.00
0002643	04/11/2023	ECOLAB	62-5500		180.72
0002644	04/11/2023	Event Magic, Inc	62-5620		4,798.00
0002645	04/11/2023	First Alarm	62-5500		9,177.69
0002646	04/11/2023	Good Events	62-5620		1,212.00
0002647	04/11/2023	Guzman Building & Construction	62-5600		23,250.00
0002648	04/11/2023	Imagine Learning LLC	62-5840		3,000.00
0002649	04/11/2023	Kristie Briseno c/o OMIA	62-5200		310.18
0002650	04/11/2023	Local Dumpster Rental, LLC	62-4300		2,445.00
0002651	04/11/2023	LS Services, LLC	62-5800		400.00
0002652	04/11/2023	Marc Mares c/o OMIA	62-4340	56.00	
			62-5300	571.35	627.35
0002653	04/11/2023	Oakland Unified School District	62-5610		30,000.00
0002654	04/11/2023	Red Tomatoes Org	62-5800		363.00
0002655	04/11/2023	Sammy Enriquez c/o OMIA	62-4300		86.76
0002656	04/11/2023	San Francisco BART	62-5850		1,288.85
0002657	04/11/2023	San Francisco Elevator Service s	62-5500		496.50
0002658	04/11/2023	Scoot Education	62-5810		299.97
0002659	04/11/2023	Swing Education Inc.	62-5100		1,050.00
0002660	04/11/2023	The Advantage Group	62-5800		194.45
0002661	04/11/2023	Verizon	62-5900		938.65
0002662	04/11/2023	Waste Management of Alameda County	62-5530		3,124.80
0002663	04/11/2023	Wex Bank	62-4300		1,354.10
0002664	04/11/2023	Wing-Wah Leung	62-5200		1,204.12
0002665	04/11/2023	Young, Minney & Corr,LLP	62-5820		4,005.00
0002666	04/13/2023	Adolfo Villa Aguilar	62-5800		1,875.00
0002667	04/13/2023	Amazon Capital Services	62-4300		911.28
0002668	04/13/2023	Cristina Magpantay	62-5800		1,500.00
0002669	04/13/2023	Florence Velasco Cruz Eriksson	62-4700		10,125.00
0002670	04/13/2023	Louis Educational Concepts LLC	62-4200		6,638.00
0002671	04/13/2023	Mobile Modular	62-5610		12,262.42
0002672	04/13/2023	TeamLogic IT of Mountain View	62-5800		2,580.65
0002673	04/13/2023	Sabor Latino 17	62-5805		1,075.55
0002674	04/13/2023	Zoom Janitorial Service Inc	62-5500		11,250.00
0002675	04/18/2023	Alexander Yul	62-4300		58.00
0002676	04/18/2023	Amazon Capital Services	62-4300		474.01
0002677	04/18/2023	Oakland Zoo	62-5850		100.00
0002678	04/18/2023	Durham School Services	62-5850		979.83
0002679	04/18/2023	EBMUD Payment Center	62-5520		4,709.38
0002680	04/18/2023	Mark A Basnage	62-5800		7,800.00
0002681	04/18/2023	Michael Traver c/o OMIA	62-4300		188.93

**ReqPay12a**

**Board Report**

<b>Checks Dated 04/01/2023 through 04/30/2023</b>			<b>Board Meeting Date May 11, 2023</b>		
<b>Check Number</b>	<b>Check Date</b>	<b>Pay to the Order of</b>	<b>Fd-Objt</b>	<b>Expensed Amount</b>	<b>Check Amount</b>
0002682	04/20/2023	Amazon Capital Services	62-4300		63.96
0002683	04/20/2023	Brady Industries	62-4300		3,281.87
0002684	04/20/2023	El Paseo Children's Center	62-5100		18,985.32
0002685	04/20/2023	Excell Fire Systems	62-5600		6,986.80
0002686	04/20/2023	Marc Mares c/o OMIA	62-5300		40.00
0002687	04/20/2023	schoolAbility, LLC	62-5800		16,000.00
0002688	04/20/2023	ULINE	62-4300		3,715.33
0002689	04/20/2023	BRISENO, KRISTIE	62-2300		1,256.67
VCH-00000033	04/11/2023	U.S. Bank	62-5200	150.00	
VCH-00000034	04/18/2023	U.S. Bank	62-4300	2,734.30	
			62-4320	1,036.35	
			62-5200	1,051.78	
			62-5530	909.90	
			62-5800	100.00	
			62-5840	15.00	
			62-5920	176.77	6,174.10
<b>Total Number of Checks</b>			<b>54</b>		<b>240,384.57</b>

**PAYROLL:**

<b>Certificated Salaries</b>	297,330.00
<b>Classified Salaries</b>	64,289.00
STRS	74,414.41
PERS.	29107.55

**Total Payroll activity pmts**

**465,140.96**

**Other Bank Activity & ACH Pmts:**

Bank Service Charge	142.20
Adj for Interest pmt. long term loan ACH pmts Expenses	25,323.00
Journal Entries to correct prev. payments	28,751.05
Other JE Exp for ACH pmt deductions	2,197.78

**Total Other Bank Activity & ACH Pmts.**

**52,018.47**

**Total Bank Payment Activities.**

**\$ 757,544.00**



# Coversheet

## Personnel Report

**Section:** III. Approval of Consent Items  
**Item:** C. Personnel Report  
**Purpose:**  
**Submitted by:** Kathryn Wong  
**Related Material:** Staff Changes for May 1, 2023.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 April 13, 2023.

### RECOMMENDATION:

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

<b>Oakland Military Institute (OMI) College Preparatory Academy School Staff as of May 1, 2023</b>		
<b>New Hire:</b>		
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>
Tuason	Ralston	Data Technician/IT Technician
<b>Transfers:</b>		
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>
<b>Promotion:</b>		
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>
Gonzalez	Adriana	Student Data Technician
Rodriguez	Carlos	Executive Assistant to the Superintendent/Office Manager
<b>Separations:</b>		
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>
Briseno	Kristie	Student Data Manager
Choi	Carmen	CFO

# Coversheet

## New Contracts

**Section:** III. Approval of Consent Items

**Item:** D. New Contracts

**Purpose:**

**Submitted by:** Vincent Salazar

**Related Material:**

\_Rajashanea Everett - Independent Contractor Agreement\_2023-2024 (1).pdf  
[01-May-2023 02-52-44 PM] Quote for BRD-AE-ISR ZP 100 seats\_preview.pdf  
phone handsets QUOTE\_CONFIRMATION.pdf  
W24-001 Oakland Military Institute - Exhibit A.pdf  
20230504 Oakland Enrolls Renewal to BOD.pdf  
20230504 Interior Hall Paint Proposals to BOD.pdf  
Consulting Agreement- Molly Schmidt (1).pdf

**BACKGROUND:**

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

Attached you will find:

Contract #1: Phone/Handset Contracts

Contract #2: Oakland Enrolls 23-24

Contract #3: Rajashanea Everett

Contract #4: Mark Basnage 2023-2024

Contract #5: CORE Learning 2023-2024

Contract #6: Crew Color Painting Inc- Interior Main Hall Painting

Contract #7: Molly Schmidt

**RECOMMENDATION:**

Staff recommends the OMI Board of Directors approve the attached open contract with the potential of reaching or exceeding \$10,000 during the time period of April 1, 2023- April 30, 2023.

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN  
OAKLAND MILITARY INSTITUTE AND RAJASHANEA EVERETT**

This Agreement is made between the **Oakland Military Institute (“OMI”)**, a California non-profit corporation with its principal place of business at 3877 Lusk St., Oakland, CA 94608, and **RAJASHANEA EVERETT (“Independent Contractor”)**.

It is the desire of OMI to engage the services of Independent Contractor. Such services and the relationship between OMI and Independent Contractor shall be governed according to the following terms and conditions:

**SECTION 1. SERVICES TO BE PERFORMED.** Independent Contractor agrees to perform the services detailed in **Attachment A** on OMI’s behalf.

**SECTION 2. PAYMENT.** In consideration for the services to be performed by Independent Contractor, OMI agrees to pay Independent Contractor at the rate of \$150.00 per hour, not to exceed \$15,000 or 5 hours per week for the term of this Agreement. The contractor will submit an invoice for hours worked once monthly at the end of the calendar month. The payments will be made within 10 days of receipt of invoice.

**SECTION 3. EXPENSES.** Independent Contractor shall be responsible for all expenses incurred while performing services under this Agreement, including meals, lodging, and transportation. However, OMI shall reimburse Independent Contractor for all reasonable and approved out-of-pocket expenses necessarily incurred in connection with the performance of services under this Agreement. Independent Contractor shall submit an itemized statement of such expenses. OMI shall pay Independent Contractor within thirty (30) days from the date of each statement.

**SECTION 4. MATERIALS.** Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

**SECTION 5. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICES.** As a condition of Independent Contractor being selected to provide the services detailed in **Attachment A**, Independent Contractor shall provide OMI with the following:

- W-9.

**SECTION 6. INTELLECTUAL PROPERTY OWNERSHIP.** Independent Contractor assigns to OMI all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for OMI under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent Contractor shall help prepare any documents OMI considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to OMI. Independent Contractor agrees to honor the proprietary information of OMI and shall not disclose or circumvent such proprietary information now or in the future. Upon the conclusion of this Agreement, Independent Contractor shall return all records, files, contacts and other proprietary information of OMI to OMI. However, OMI shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

**SECTION 7. TERM OF AGREEMENT.** This agreement will be effective on April 25, 2023 and must be signed by both parties and will terminate the date either party terminates the Agreement as provided below, or on May 30, 2024, whichever occurs earlier.

**SECTION 8. TERMINATING THE AGREEMENT.** During the term of this Agreement, either party may terminate the Agreement without cause or advance notice at any time by providing written notice to the other party.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the OMI charter.

**SECTION 9. INDEPENDENT CONTRACTOR STATUS.** Independent Contractor is an independent contractor, not an employee of OMI. Independent Contractor's employees or subcontractors are not OMI's employees. Independent Contractor and OMI agree to the following rights consistent with an independent contractor relationship:

- (a) Independent Contractor has the right to perform services for others during the term of this Agreement.
- (b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Independent Contractor's services are consistent with the responsibilities set forth herein at **Attachment A** as dictated by OMI.
- (c) Independent Contractor shall perform the services required by this Agreement; OMI shall not hire, supervise or pay any assistants to help Independent Contractor.
- (d) Independent Contractor shall not receive any training from OMI in the skills necessary to perform the services required by this Agreement.
- (e) OMI shall not require an Independent Contractor to devote full time to performing the services required by this Agreement.
- (f) Independent Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of OMI.

**SECTION 10. WORKERS' COMPENSATION.** OMI shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees.

**SECTION 11. LOCAL, STATE AND FEDERAL TAXES.** Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. OMI will not:

- (a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
- (b) Make state or federal unemployment compensation contributions on Independent

Contractor's behalf; or

- (c) Withhold state or federal income tax from Independent Contractor's payments.

If an Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to OMI. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by OMI.

**SECTION 12. CONFIDENTIALITY.** Independent Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by OMI and/or used by OMI in connection with the operation of its business including, without limitation, OMI's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of OMI will remain confidential to the Independent Contractor unless a separate, specific, properly executed consent (including permission from OMI's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by OMI's personnel or Independent Contractor providing services pursuant to this Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate OMI personnel.

**SECTION 13. EXCLUSIVE AGREEMENT.** This is the entire Agreement between Independent Contractor and OMI. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

**SECTION 14. MODIFYING THE AGREEMENT.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

**SECTION 15. DISPUTE RESOLUTION.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Stanislaus County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

**SECTION 16. LIMITED LIABILITY.** This provision allocates the risks under this Agreement between Independent Contractor and OMI. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on OMI's premises to the extent such actions or omissions were not caused by OMI. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHERS LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

**SECTION 17. LIABILITY AND INDEMNIFICATION.** With regard to the services to be performed by the Independent Contractor pursuant to the terms of this Agreement, OMI shall not be liable to the Independent Contractor, or to anyone who may claim any right due to any relationship with the Independent Contractor, for any acts or omissions of OMI, except when said acts or omissions of OMI are due to willful misconduct or gross negligence. Independent Contractor shall hold OMI free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered by Independent Contractor pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of OMI and OMI is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

**SECTION 18. NOTICES.** All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- (c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Independent Contractor:  
**RAJASHANEA EVERETT**  
1821 Sherman Street, Unit#A  
Alameda, CA 94501  
[jenraj2013@gmail.com](mailto:jenraj2013@gmail.com)  
909-763-0175

If to OMI:  
Attn: Dr. Mary Streshly  
3877 Lusk Street,  
Oakland, CA 94608  
[mstreshly@omiacademy.org](mailto:mstreshly@omiacademy.org)  
510-594-3983


**SECTION 19. NO PARTNERSHIP.** This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

**SECTION 20. INTERPRETATION AND OPPORTUNITY FOR COUNSEL.** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

**SECTION 21. APPLICABLE LAW.** This Agreement will be governed by the laws of the State of California.

**SIGNATURES:**

**ON BEHALF OF OMI:**

DocuSigned by:  
  
Dr. Mary Streshly  
Superintendent, Oakland Military Institute

Date: 4/24/2023

**INDEPENDENT CONTRACTOR:**

DocuSigned by:  
  
RAJASHREE P. VERETT  
Independent Contractor

Date: 4/24/2023



**Attachment A**  
**Scope of Services**



**Amendment Form Number:** Q2083343  
**Valid Until:** 05/29/2023

**Zoom Video Communications Inc. ('Zoom')**  
 55 Almaden Blvd, 6th Floor  
 San Jose, CA

<p><b>Billed To</b></p> <p><b>Customer:</b> Oakland Military Institute  <b>Account Legal Name:</b> OAKLAND MILITARY INSTITUTE  <b>Contact Name:</b> Kristie Briseno                  3911 Lusk St Oakland CA 94608                  OAKLAND, California                  94608, United States  <b>Email Address:</b> kbriseno@omiacademy.org  <b>Phone:</b> (510) 594-3992</p>	<p><b>Sold To</b></p> <p><b>Customer:</b> Oakland Military Institute  <b>Account Legal Name:</b> OAKLAND MILITARY INSTITUTE  <b>Contact Name:</b> Kristie Briseno                  3911 Lusk St Oakland CA 94608                  OAKLAND, California                  94608, United States  <b>Email Address:</b> kbriseno@omiacademy.org  <b>Phone:</b> (510) 594-3992</p>
<p><b>Auto Renew:</b> No  <b>Term End Date</b> (co-terminus with the existing contract): 09/16/2023  <b>Initial Paid Subscription Term:</b> 12 Month  <b>Paid Period Start Date:</b> 05/15/2023</p>	<p><b>Billing Method:</b> Email  <b>Currency:</b> USD  <b>Payment Term:</b> Net 30</p>

This Zoom Amendment Form is for adjusting or amending an existing Order Form, or for the purchase of the Zoom subscriptions and / or services set forth below. The use and delivery of any services provided for herein shall be governed by the Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

AMENDMENT	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	EXTENDED TOTAL	ESTIMATED PRORATED AMOUNT
New Rate Plan "Zoom Phone Pay As You Go"	Zoom Phone Monthly Usage - overage fee	Month	NA	NA	NA	NA
New Rate Plan "Zoom Phone Pay As You Go"	Zoom Phone Pay As You Go	Month	1	USD 0.00	USD 0.00	USD 0.00
New Rate Plan "Zoom Phone Power Pack Annual"	Zoom Phone Power Pack Annual	Annual	2	USD 300.00	USD 600.00	USD 203.84
New Rate Plan "Zoom Phone US/Canada Unlimited Calling Named User Annual"	Zoom Phone US/Canada Unlimited Calling Named User Annual	Annual	100	USD 162.00	USD 16,200.00	USD 5,503.56

(Before Taxes)	
Annual Incremental Spend:	<b>USD 16,800.00</b>
Associated Invoice Amount:	<b>USD 5,707.40</b>

Other Terms & Notes

**Special Notes:**

The first invoice amount from this Quote will be prorated based on the existing subscription billing cycle date and thus invoice amount will be different from the above Monthly and Annual Incremental Spend.

Should Customer's existing subscription term be extended via this Amendment order, the revised subscription term will apply to Customer's entire existing subscription.

**Other:**

**Named Host** - means any subscribed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a subscription) will not exceed 300 per meeting. Named Host subscription may not be shared or used by anyone other than the individual to whom the Named Host subscription is assigned.

Country or region availability for Zoom Phone is listed on Zoom's website and is subject to change (see <https://explore.zoom.us/docs/en-us/zoomphone/global-coverage.html>).

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

The customer acknowledges that the Estimated Prorated Amount reflected in the Order Form herein may be subject to change (e.g. based on the provisioning date of the Order Form and other applicable factors) and is provided for informational purposes only.

All prices shown for Zoom and Zoom Phone services are exclusive of taxes. The term 'taxes' referred herein should encompass: US state and local taxes, VAT, GST, HST (or any other consumption taxes), Digital Service Taxes and Withholding Taxes that may apply upon making payments to Zoom. Regulatory telecommunications fees, such as USF or any similar foreign fee, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

*Professional Services, if purchased, will be presented in a separate Order Form.*

**Zoom Phone Rates**

Zoom Phone Table Format: Country | Landline Rate | Mobile Rate | Enabled Status

Y means Zoom Phone for country is Enabled upon provisioning

N means Zoom Phone for country is Not Enabled upon provisioning

Toll-Free	Callout
Country   Landline Rate   Mobile Rate   Enabled Status	Country   Landline Rate   Mobile Rate   Enabled Status
Not Applicable	ANTIGUA AND BARBUDA   1.0218 \$   1.0486 \$   Y ARGENTINA   0.1156 \$   0.5623 \$   Y AUSTRIA   0.0501 \$   0.23 \$   Y BULGARIA   0.1186 \$   0.8406 \$   Y BOLIVIA (PLURINATIONAL STATE OF)   0.5155 \$   0.8003 \$   Y BONAIRE, SINT EUSTATIUS AND SABA   0.7028 \$   0.7028 \$   Y BOTSWANA   0.436 \$   0.9398 \$   Y COCOS (KEELING) ISLANDS   0.4552 \$   0 \$   Y SWITZERLAND   0.3694 \$   0.7011 \$   Y CURAÇAO   0.2813 \$   0.7028 \$   Y CHRISTMAS ISLAND   0.4552 \$   0 \$   Y CYPRUS   0.0953 \$   0.2861 \$   Y GERMANY   0.0353 \$   0.1434 \$   Y DOMINICAN REPUBLIC   0.1716 \$   0.3824 \$   Y ALGERIA   0.3773 \$   2.1167 \$   Y ECUADOR   0.5392 \$   0.7572 \$   Y WESTERN SAHARA   0.5182 \$   0 \$   Y SPAIN   0.0381 \$   0.1832 \$   Y FINLAND   0.8584 \$   0.864 \$   Y GRENADA   1.0196 \$   1.2758 \$   Y GREECE   0.0911 \$   0.3357 \$   Y

HONG KONG SAR | 0.0663 \$ | 0.1333 \$ | Y  
 INDONESIA | 0.1486 \$ | 0.2407 \$ | Y  
 ISRAEL | 0.0639 \$ | 0.1161 \$ | Y  
 INDIA | 0.0915 \$ | 0.0837 \$ | Y  
 JORDAN | 0.6552 \$ | 0.8567 \$ | Y  
 KENYA | 0.9342 \$ | 0.7235 \$ | Y  
 CAYMAN ISLANDS | 0.7259 \$ | 0.4934 \$ | Y  
 KAZAKHSTAN | 0.3587 \$ | 0.6853 \$ | Y  
 SAINT LUCIA | 0.9581 \$ | 0.5276 \$ | Y  
 MALAYSIA | 0.1001 \$ | 0.0918 \$ | Y  
 NETHERLANDS | 0.0913 \$ | 0.4453 \$ | Y  
 NEW ZEALAND | 0.0567 \$ | 0.2556 \$ | Y  
 OMAN | 0.5335 \$ | 1.1352 \$ | Y  
 PANAMA | 0.0485 \$ | 0.994 \$ | Y  
 PHILIPPINES | 0.5808 \$ | 0.7074 \$ | Y  
 POLAND | 0.137 \$ | 0.3728 \$ | Y  
 PORTUGAL | 0.026 \$ | 0.1545 \$ | Y  
 RÉUNION | 0.3569 \$ | 0.6072 \$ | Y  
 ROMANIA | 0.0812 \$ | 0.2815 \$ | Y  
 RUSSIAN FEDERATION | 0.1054 \$ | 0.8892 \$ | Y  
 SINGAPORE | 0.0329 \$ | 0.0335 \$ | Y  
 SLOVENIA | 0.1855 \$ | 1.1228 \$ | Y  
 UKRAINE | 0.5868 \$ | 1.0755 \$ | Y  
 URUGUAY | 0.2285 \$ | 0.8432 \$ | Y  
 HOLY SEE (VATICAN CITY) | 0.0082 \$ | 0 \$ | Y  
 VENEZUELA (BOLIVARIAN REPUBLIC OF) | 0.0518 \$ | 0.2809 \$ | Y  
 VIRGIN ISLANDS (U.S.) | 0.9646 \$ | 1.5308 \$ | Y  
 ASCENSION ISLAND | 1.8943 \$ | 1.065 \$ | Y  
 ANDORRA | 0.1589 \$ | 0.348 \$ | Y  
 UNITED ARAB EMIRATES | 0.6535 \$ | 0.6535 \$ | Y  
 AFGHANISTAN | 0.3124 \$ | 0.3766 \$ | Y  
 ANGUILLA | 1.0442 \$ | 1.0442 \$ | Y  
 ALBANIA | 0.2534 \$ | 0.7026 \$ | Y  
 ARMENIA | 0.3098 \$ | 0.3455 \$ | Y  
 NETHERLANDS ANTILLES | 0.1956 \$ | 0.15 \$ | Y  
 ANGOLA | 0.6882 \$ | 0.5871 \$ | Y  
 AMERICAN SAMOA | 0.3267 \$ | 0.3267 \$ | Y  
 AUSTRALIA | 0.0443 \$ | 0.182 \$ | Y  
 ARUBA | 0.1557 \$ | 0.3294 \$ | Y  
 AZERBAIJAN | 0.434 \$ | 0.5256 \$ | Y  
 BOSNIA AND HERZEGOVINA | 0.6177 \$ | 1.313 \$ | Y  
 BARBADOS | 0.972 \$ | 1.0238 \$ | Y  
 BANGLADESH | 0.1703 \$ | 0.1697 \$ | Y  
 BELGIUM | 0.308 \$ | 0.5272 \$ | Y  
 BURKINA FASO | 0.5944 \$ | 0.6532 \$ | Y  
 BAHRAIN | 0.4356 \$ | 0.5154 \$ | Y  
 BURUNDI | 0.788 \$ | 0.8907 \$ | Y  
 BENIN | 0.602 \$ | 0.5223 \$ | Y  
 BERMUDA | 0.3216 \$ | 0.3216 \$ | Y  
 BRUNEI DARUSSALAM | 0.1424 \$ | 0.0558 \$ | Y  
 BRAZIL | 0.0524 \$ | 0.2582 \$ | Y  
 BAHAMAS | 0.6278 \$ | 0.6278 \$ | Y  
 BHUTAN | 0.1257 \$ | 0.1025 \$ | Y  
 BELARUS | 0.6629 \$ | 0.6641 \$ | Y  
 BELIZE | 1.533 \$ | 1.533 \$ | Y  
 CANADA | 0.0355 \$ | 0.0355 \$ | Y  
 CONGO, DEMOCRATIC REPUBLIC OF THE | 0.867 \$ | 0.7109 \$ | Y  
 CENTRAL AFRICAN REPUBLIC | 1.0972 \$ | 0.8121 \$ | Y  
 COTE D'IVOIRE | 0.67 \$ | 0.7129 \$ | Y  
 COOK ISLANDS | 1.5994 \$ | 1.3205 \$ | Y  
 CHILE | 0.1132 \$ | 0.5309 \$ | Y  
 CAMEROON | 0.4107 \$ | 0.5179 \$ | Y  
 CHINA | 0.0395 \$ | 0.0395 \$ | Y  
 COLOMBIA | 0.117 \$ | 0.1003 \$ | Y  
 COSTA RICA | 0.1231 \$ | 0.3139 \$ | Y  
 CABO VERDE | 0.5317 \$ | 0.3612 \$ | Y  
 CZECHIA | 0.113 \$ | 0.2348 \$ | Y  
 DIEGO GARCIA | 0.435 \$ | 0.435 \$ | Y  
 DJIBOUTI | 0.7215 \$ | 0.5718 \$ | Y  
 DENMARK | 0.0327 \$ | 0.1404 \$ | Y  
 DOMINICA | 1.0227 \$ | 0.7727 \$ | Y  
 ESTONIA | 2.1381 \$ | 2.0891 \$ | Y  
 EGYPT | 0.4326 \$ | 0.6226 \$ | Y  
 ERITREA | 0.7029 \$ | 0.4078 \$ | Y  
 ETHIOPIA | 0.4027 \$ | 0.3803 \$ | Y  
 FIJI | 1.5038 \$ | 0.7631 \$ | Y  
 FALKLAND ISLANDS (MALVINAS) | 1.9702 \$ | 1.9702 \$ | Y  
 MICRONESIA (FEDERATED STATES OF) | 0.8686 \$ | 0.8308 \$ | Y  
 FAROE ISLANDS | 0.1524 \$ | 0.0288 \$ | Y

FRANCE | 0.0329 \$ | 0.126 \$ | Y  
 GABON | 0.6246 \$ | 0.6921 \$ | Y  
 UNITED KINGDOM | 0.0233 \$ | 0.0682 \$ | Y  
 GEORGIA | 0.8426 \$ | 1.1833 \$ | Y  
 FRENCH GUIANA | 0.2043 \$ | 0.1204 \$ | Y  
 GUERNSEY | 0.0233 \$ | 0.0682 \$ | Y  
 GHANA | 1.1366 \$ | 1.1366 \$ | Y  
 GIBRALTAR | 0.2334 \$ | 0.9396 \$ | Y  
 GREENLAND | 1.125 \$ | 0.3228 \$ | Y  
 GAMBIA | 0.6642 \$ | 0.801 \$ | Y  
 GUINEA | 1.1618 \$ | 0.9137 \$ | Y  
 GUADELOUPE | 0.0265 \$ | 0.1017 \$ | Y  
 EQUATORIAL GUINEA | 2.7398 \$ | 2.7398 \$ | Y  
 GUATEMALA | 0.625 \$ | 0.7812 \$ | Y  
 GUAM | 0.0409 \$ | 0.0409 \$ | Y  
 GUINEA-BISSAU | 0.8951 \$ | 0.9941 \$ | Y  
 GUYANA | 0.333 \$ | 0.3282 \$ | Y  
 HONDURAS | 0.1846 \$ | 0.2305 \$ | Y  
 CROATIA | 0.458 \$ | 1.251 \$ | Y  
 HAITI | 0.3532 \$ | 0.4437 \$ | Y  
 HUNGARY | 0.1209 \$ | 0.2156 \$ | Y  
 IRELAND | 0.0256 \$ | 0.1784 \$ | Y  
 ISLE OF MAN | 0.0233 \$ | 0.0682 \$ | Y  
 IRAQ | 0.2409 \$ | 0.2955 \$ | Y  
 ICELAND | 0.2305 \$ | 0.1054 \$ | Y  
 ITALY | 0.0338 \$ | 0.2172 \$ | Y  
 JERSEY | 0.0233 \$ | 0.0682 \$ | Y  
 JAMAICA | 1.0442 \$ | 1.0442 \$ | Y  
 JAPAN | 0.0601 \$ | 0.137 \$ | Y  
 KYRGYZSTAN | 0.2141 \$ | 0.3367 \$ | Y  
 CAMBODIA | 0.3497 \$ | 0.3497 \$ | Y  
 KIRIBATI | 1.9284 \$ | 2.1749 \$ | Y  
 COMOROS | 0.6617 \$ | 0.7148 \$ | Y  
 SAINT KITTS AND NEVIS | 0.9292 \$ | 0.9292 \$ | Y  
 KOREA, REPUBLIC OF | 0.1029 \$ | 0.1029 \$ | Y  
 KUWAIT | 0.3625 \$ | 0.3625 \$ | Y  
 LAO PEOPLE'S DEMOCRATIC REPUBLIC | 0.2884 \$ | 0.1503 \$ | Y  
 Y  
 LEBANON | 0.1964 \$ | 0.2401 \$ | Y  
 LIECHTENSTEIN | 0.4236 \$ | 0.213 \$ | Y  
 SRI LANKA | 0.6953 \$ | 0.6953 \$ | Y  
 LIBERIA | 0.7744 \$ | 0.7668 \$ | Y  
 LESOTHO | 0.7845 \$ | 1.153 \$ | Y  
 LITHUANIA | 1.8394 \$ | 1.479 \$ | Y  
 LUXEMBOURG | 0.3562 \$ | 0.3832 \$ | Y  
 LATVIA | 2.1202 \$ | 2.4842 \$ | Y  
 LIBYA | 0.6169 \$ | 0.4497 \$ | Y  
 MOROCCO | 0.5183 \$ | 2.132 \$ | Y  
 MONACO | 0.8023 \$ | 2.1247 \$ | Y  
 MOLDOVA, REPUBLIC OF | 0.4672 \$ | 0.4992 \$ | Y  
 MONTENEGRO | 0.3536 \$ | 0.8558 \$ | Y  
 MADAGASCAR | 1.0043 \$ | 1.0901 \$ | Y  
 MARSHALL ISLANDS | 0.4046 \$ | 0.4046 \$ | Y  
 NORTH MACEDONIA | 0.6601 \$ | 1.5052 \$ | Y  
 MALI | 0.5561 \$ | 0.6258 \$ | Y  
 MYANMAR | 0.2574 \$ | 0.355 \$ | Y  
 MONGOLIA | 0.0699 \$ | 0.05 \$ | Y  
 MACAU SAR | 0.4726 \$ | 0.4726 \$ | Y  
 NORTHERN MARIANA ISLANDS | 0.0343 \$ | 0.0343 \$ | Y  
 MARTINIQUE | 0.0465 \$ | 0.1033 \$ | Y  
 MAURITANIA | 0.8688 \$ | 1.0065 \$ | Y  
 MONTSERRAT | 1.2006 \$ | 1.2006 \$ | Y  
 MALTA | 0.3331 \$ | 0.6612 \$ | Y  
 MAURITIUS | 0.717 \$ | 0.6363 \$ | Y  
 MALDIVES | 5.702 \$ | 5.702 \$ | Y  
 MALAWI | 0.7964 \$ | 0.677 \$ | Y  
 MEXICO | 0.0501 \$ | 0.1711 \$ | Y  
 MOZAMBIQUE | 0.2722 \$ | 0.4588 \$ | Y  
 NAMIBIA | 0.2139 \$ | 0.1839 \$ | Y  
 NEW CALEDONIA | 0.975 \$ | 0.4491 \$ | Y  
 NIGER | 0.7102 \$ | 0.5895 \$ | Y  
 NORFOLK ISLAND | 2.1209 \$ | 1.065 \$ | Y  
 NIGERIA | 0.6428 \$ | 0.6428 \$ | Y  
 NICARAGUA | 0.1902 \$ | 0.3507 \$ | Y  
 NORWAY | 0.0338 \$ | 0.1522 \$ | Y  
 NEPAL | 0.5329 \$ | 0.5329 \$ | Y  
 NAURU | 1.8562 \$ | 2.026 \$ | Y  
 NIUE | 1.7966 \$ | 1.3181 \$ | Y  
 PERU | 0.0487 \$ | 0.1476 \$ | Y  
 FRENCH POLYNESIA | 0.411 \$ | 0.5337 \$ | Y  
 PAPUA NEW GUINEA | 0.9428 \$ | 1.3329 \$ | Y  
 PAKISTAN | 0.5737 \$ | 0.5737 \$ | Y

SAINT PIERRE AND MIQUELON | 0.5810 \$ | 0.5810 \$ | Y  
 PUERTO RICO | 0.0242 \$ | 0.0242 \$ | Y  
 PALESTINE, STATE OF | 0.2667 \$ | 0.3118 \$ | Y  
 PALAU | 0.4532 \$ | 0.4417 \$ | Y  
 PARAGUAY | 0.1531 \$ | 0.2971 \$ | Y  
 QATAR | 0.8432 \$ | 0.8784 \$ | Y  
 SERBIA | 0.2929 \$ | 0.4437 \$ | Y  
 RWANDA | 1.103 \$ | 1.2498 \$ | Y  
 SAUDI ARABIA | 0.3749 \$ | 0.5608 \$ | Y  
 SOLOMON ISLANDS | 0.975 \$ | 1.9255 \$ | Y  
 SEYCHELLES | 1.1088 \$ | 1.0784 \$ | Y  
 SWEDEN | 0.0234 \$ | 0.0956 \$ | Y  
 SAINT HELENA, ASCENSION AND TRISTAN DA CUNHA | 2.4267 \$ | 2.3385 \$ | Y  
 SLOVAKIA | 0.0701 \$ | 0.4768 \$ | Y  
 SIERRA LEONE | 0.8439 \$ | 0.7772 \$ | Y  
 SAN MARINO | 0.8929 \$ | 0.3148 \$ | Y  
 SENEGAL | 0.7273 \$ | 0.8951 \$ | Y  
 SOMALIA | 0.7888 \$ | 0.7763 \$ | Y  
 SURINAME | 0.1996 \$ | 0.4533 \$ | Y  
 SOUTH SUDAN | 0.6542 \$ | 0.7173 \$ | Y  
 SAO TOME AND PRINCIPE | 1.5976 \$ | 1.574 \$ | Y  
 EL SALVADOR | 0.8294 \$ | 0.6228 \$ | Y  
 SINT MAARTEN (DUTCH PART) | 0.4137 \$ | 0.4678 \$ | Y  
 ESWATINI | 0.2293 \$ | 0.2666 \$ | Y  
 TURKS AND CAICOS ISLANDS | 1.411 \$ | 1.6546 \$ | Y  
 CHAD | 0.83 \$ | 0.8565 \$ | Y  
 FRENCH SOUTHERN TERRITORIES | 0.023 \$ | 0.1601 \$ | Y  
 TOGO | 0.5079 \$ | 0.4711 \$ | Y  
 THAILAND | 0.1271 \$ | 0.1271 \$ | Y  
 TAJIKISTAN | 0.2603 \$ | 0.2817 \$ | Y  
 TOKELAU | 0.975 \$ | 2.4545 \$ | Y  
 TIMOR-LESTE | 0.975 \$ | 0.9269 \$ | Y  
 TURKMENISTAN | 0.435 \$ | 0.435 \$ | Y  
 TUNISIA | 1.2254 \$ | 1.2586 \$ | Y  
 TONGA | 1.4663 \$ | 1.513 \$ | Y  
 TURKEY | 0.2271 \$ | 0.5803 \$ | Y  
 TRINIDAD AND TOBAGO | 0.5075 \$ | 0.6433 \$ | Y  
 TAIWAN, CHINA | 0.0741 \$ | 0.4129 \$ | Y  
 TANZANIA, UNITED REPUBLIC OF | 1.6103 \$ | 1.6103 \$ | Y  
 UGANDA | 1.6086 \$ | 1.6086 \$ | Y  
 UNITED STATES MINOR OUTLYING ISLANDS | 0.0343 \$ | 0.0343 \$ | Y  
 UNITED STATES OF AMERICA | 0.0318 \$ | 0.0318 \$ | Y  
 UZBEKISTAN | 0.3047 \$ | 0.3047 \$ | Y  
 SAINT VINCENT AND THE GRENADINES | 0.9717 \$ | 0.5279 \$ | Y  
 VIRGIN ISLANDS (BRITISH) | 0.4557 \$ | 0.4557 \$ | Y  
 VIET NAM | 0.3142 \$ | 0.3142 \$ | Y  
 VANUATU | 1.326 \$ | 1.4891 \$ | Y  
 WALLIS AND FUTUNA | 0.975 \$ | 0.975 \$ | Y  
 SAMOA | 0.3329 \$ | 0.9589 \$ | Y  
 YEMEN | 0.2885 \$ | 0.2296 \$ | Y  
 MAYOTTE | 0.2471 \$ | 0.4199 \$ | Y  
 SOUTH AFRICA | 0.3844 \$ | 0.6876 \$ | Y  
 ZAMBIA | 0.747 \$ | 0.7075 \$ | Y  
 ZIMBABWE | 0.3413 \$ | 0.6389 \$ | Y

Accepted and agreed as of the date specified below by the authorized representative of Customer

<b>Signature:</b>
<b>Print Name:</b>
<b>Date:</b>
<b>Zoom Service Effective Date: 05/15/2023</b>
<b>PO # (If Applicable):</b>
<b>VAT # (If Applicable):</b>
<b>TAN # (If Applicable):</b>

**The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.**

*If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to [purchase-orders@zoomus.zendesk.com](mailto:purchase-orders@zoomus.zendesk.com). Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.*

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.

**QUOTE: CONFIRMATION**

Account

Cart

# Thank you, Mark your quote has been submitted.

**Order Number:** 1CBDX02**Order by:** Mark Basnage**Date:** 5/4/2023 2:22:48 PM**Confirmation Email Sent to:** mbasnage@omiacademy.org**Billed from:** CDW Government Inc., 230 N. Milwaukee Ave, Vernon Hills, IL - 60061 (800) 594-4239**Thank you for your quote request**

Prior to converting this quote to an order, please contact your account manager for configuration, pricing, and contract verification. Should you choose to convert this quote to an order without verification, you may be contacted by your account manager to confirm the details of your order.

## Shipping Address

**Oakland Military Institute**

Name/Attention: Mark Basnage

3877 Lusk Street

Oakland, CA 94608

## Shipping Method

**UPS Ground (2-3 days)**

Monday, May 8, 2023 (Ground)

## Billing Information

**Billing Address**

Oakland Military Institute, Attn: Accts Payable (# 10337655)

3877 Lusk St

Oakland, CA 94608-3822

**Quote Description**

omi-phones

## Quote Details

ITEM		QUANTITY	PRICE	EXTENDED PRICE
	<b>Poly Edge E220 - VoIP phone with caller ID/call waiting - 3-way call capabi</b>	80	\$252.15	\$20,172.00
	MFG #:2200-86990-025 CDW Part:7143294 UNSPSC:43191511			

### Quote Summary

Subtotal	\$20,172.00
Shipping	Free Shipping
Sales Tax	\$2,118.06

**Order Total** \$22,290.06

\*ATTENTION NEW FEDERAL CUSTOMERS:

If tax appears on your order, it will be deleted when the order is processed. No tax will be charged.





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x

## Exhibit A

### Scope of Work # W24-001

#### Oakland Military Institute College Preparatory Academy

Contact: Mary Streshly, *Primary*

Title: Director of Teaching and Learning

Work: (510) 594-3900

Email: mstreshly@omiacademy.org

Address: 3877 Lusk St., Oakland, CA 94608

#### Services Description Start Date: July 2023 – End Date: June 2024

Item	Service/Material Name	Qty	Price/Item	Total
Full Day In-Person	ELA Site Implementation and Coaching Services	20	\$3,700.00	\$74,000.00
Full Day In-Person	Math Site Implementation and Coaching Services	20	\$3,700.00	\$74,000.00
Discount		1	(\$2,500.00)	(\$2,500.00)
Total Project Cost				\$145,500.00

**Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE *CANNOT* guarantee delivery.**

Site visits provide the following important services:

#### **Collaborative Planning**

The first CORE site visit is a crucial planning day to identify specific implementation issues and plan for organization, resources, and support needs. A CORE Educational Consultant initiates or reviews your comprehensive school literacy plan, including organization of instruction, implementation of a multitiered model, student grouping, time allocations, materials, personnel usage, and planned staff development. In addition, the Consultant helps you develop a pacing calendar. The Consultant conducts initial walk-through visits to classrooms. This session should include your leadership team.

#### **Classroom Teacher Coaching, Lesson Study, Program Planning**

The Consultant provides a number of services directly to classroom teachers. With the local coach, she or he coaches classroom teachers based on direct observation and feedback. The Consultant also conducts collaboratively planned demonstration lessons, using your adopted materials. With the coach, the Consultant works with small groups of teachers to plan grade-level grouping and interventions based on analysis of assessment data. The Consultant also works with small groups of teachers to provide review and deeper understanding of adopted instructional materials, resolve implementation issues, and provide coaching on implementing effective instructional techniques. The number of classrooms and teachers visited during any one day depends on the priorities of the school leadership and the specific issues the Consultant needs to address.

## **Multi-tiered System of Supports/ Response to Instruction and Intervention**

A CORE Consultant can provide support with data analysis, planning for robust materials and appropriate assessments, and goal setting and problem solving.

### **Executive Coaching**

For school administrators, the Consultant provides personal coaching sessions that combine professional development with a discussion of instructional materials and visits to selected classrooms to calibrate observations and monitor program implementation. The Consultant works closely with the building administrator to ensure he or she understands how the instructional program is designed, what effective implementation of a core curriculum and supplemental intervention programs looks like, and how to use data to leverage improved achievement. Through regular classroom walk-throughs and facilitated sessions, the CORE Consultant supports the building leadership to have the knowledge, tools, and confidence to lead sustained literacy improvement efforts.

### **Mentored Practice for Coaches**

Part of the site visit allocation is devoted to building expertise of coaches and teacher leaders. The Consultant mentors the coaches as they model lessons, observe and debrief teachers, conduct data study sessions, and analyze test data. The Consultant assists the coaches to facilitate on-site collaborative conversations and develop solutions to implementation challenges.

### **Alignment of Instruction to Standards**

The CORE Consultant will work with staff to map instruction and your curriculum materials to ensure tight alignment of instruction to your state standards.

### **Assessment Support**

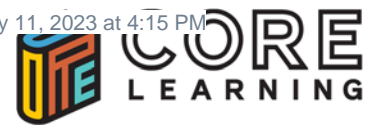
Regular use of screening and progress-monitoring data can make intervention planning dramatically more effective. The Consultant provides assistance in the use of assessment instruments, including diagnostic data, screening and progress monitoring instruments, both CBM and curriculum-embedded assessments. The Consultant works closely with teachers, the principal, curriculum specialists, and coaches to show them how to analyze the data to plan student groupings and specific interventions. Teachers who have learned to incorporate such data into their teaching practice frequently respond positively to the growth they see in their own students' reading proficiency.

### **Implementation of Scientifically-Based Instructional Materials**

The Consultant can provide, if needed, help with an analysis of your program needs and your choice of the optimal program. Since CORE does not publish instructional materials and is not aligned with any one textbook publisher, the Consultant can provide impartial advice. The CORE Consultant team is familiar with many comprehensive, intervention, and supplemental materials supported by scientific research.

### **Specialized Program Review and Lesson Study Sessions for Preschool, Elementary School, or Middle/High School Intervention or Core Programs**

The Consultant can provide a two-day customized review and refresher for teachers new to a program. A third day can focus on setting up the classrooms. Following initial publisher training, the CORE



Consultant will work for two days with elementary or middle/high school staffs by grade level or team to review routines as follows:

- Day 1: Preschool, K, and grade 1, each for three hours
- Day 2: Grades 2–3 and 4–6, each for three hours

For middle/high school intervention programs, teachers may be supported in teams.

### **Demonstration Site Implementation and Practice**

When CORE is supporting the implementation of a comprehensive, district-wide literacy approach, selected sites are identified by the district to serve as the venues for district literacy specialist, coach, and site and district administrator practice. During visits to demonstration sites, district leadership will practice their observation skills, calibrate observations, observe model lessons, and observe data study. Coaches will practice their coaching skills together and also calibrate observations and practice model lessons.

### **Off-site Continued Support**

Through a combination of on-site, phone and email support, reports, and development of client resources (agendas, planning templates) the Consultant manages the CORE program of services closely with site administrators and teacher leaders, and serves as the liaison to CORE.

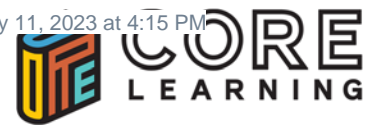
### **Participant Outcomes**

- Identify specific implementation issues and plan for organization, resources, and support needs.
- Deepen the expertise of school leaders through training on instructional materials and assessment, as well as visits to selected classrooms to observe instruction and practice coaching and feedback.
- Improve classroom instruction as the CORE Consultant models lessons in classrooms and conducts classroom observations and coaching
- Help teachers more deeply understand adopted instructional materials and resolve implementation-related issues.
- Enable all instructional staff to use data to plan student groupings and interventions.
- Help coaches learn to analyze test data, facilitate on-site collaborative conversations, and develop solutions to implementation challenges.
- Alignment of instruction to standards.

### **Invoicing**

CORE's total fee for the work to be performed under this SOW will be \$145,500.00. The fees and expenses for this SOW will be invoiced on a monthly basis. All invoices are payable within 30 days of receipt by Client.

Please provide your accounts payable contact information:



All payments will be sent to CORE’s principal address or by electronic transfer to:

Mailing a check:

Consortium on Reaching Excellence in Education, Inc.  
 548 Market St - PMB 42817, San Francisco CA 94104  
 Tax ID: 94-3264308

Electronic Payment:

Name of Bank: Wells Fargo  
 Account Name: Consortium on Reaching Excellence in Education, Inc.  
 Account Type: Business Checking  
 ABA Number: 121042882  
 Account Number: 0053289302


**Note:** For all above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

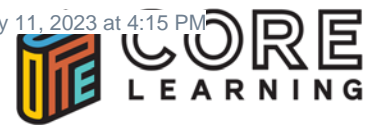
The above proposal is the service offering based on the information above in the Total Project Cost section. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such party.

**CONSORTIUM ON REACHING EXCELLENCE  
 IN EDUCATION, INC.**

**CLIENT**

<b>Signature:</b> 	<b>Signature:</b>
<b>Name:</b> Robert Sheffield	<b>Name:</b>
<b>Title:</b> President	<b>Title:</b>
<b>Date:</b> 4/28/2023	<b>Date:</b>
<b>Tax ID:</b> 94-3264308	<b>Tax ID:</b>



**Form W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
 Consortium On Reaching Excellence In Education, Inc.

**2** Business name/disregarded entity name, if different from above  
 CORE

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
 1300 Clay Street Suite 600

**6** City, state, and ZIP code  
 Oakland, CA 94612

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-						
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**or**

**Employer identification number**

9	4	-	3	2	6	4	3	0	8
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶ Aron Honig

Date ▶ Jan 24, 2022

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



OAKLAND MILITARY INSTITUTE

3877 Lusk Street  
Oakland, California 94608

NGCA-YCP-OMI-CO

4 May 2023

MEMORANDUM FOR THE BOARD OF DIRECTORS, OAKLAND MILITARY INSTITUTE  
COLLEGE PREPARTORY ACADEMY

SUBJECT: Oakland Enrolls Renewal for SY23-24

1. Request renewal of the Oakland Enrolls Memorandum of Understanding (MOU) for School Year 2023-24. The value of this MOU has increased to \$11,470.00 for the Baseline Support Tier agreement. The additional cost for the upcoming year is likely due to an absence of grant funding Oakland Enrolls used for system support and personnel in recent years. Despite the increase, this MOU still provides community access and is needed to manage the upcoming recruiting cycle.

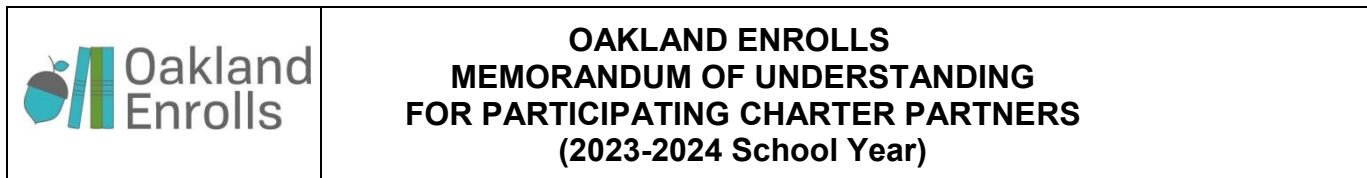
2. Any questions can be directed to the undersigned at [tjames@omiacademy.org](mailto:tjames@omiacademy.org).

FOR THE SUPERINTENDENT

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Attachment:

Thomas L. James, CMSgt (CA), CSG  
Commandant, OMI



This **Memorandum of Understanding** (“MOU”) is entered into by Oakland Military Institute College Preparatory Academy (“**Charter Partner**”) and Oakland Enrolls, a California Nonprofit Public Benefit Corporation, effective August 1, 2023 (“**Effective Date**”) Charter Partner and Oakland Enrolls are sometimes referred to in this MOU individually as “**Party**” and together as “**Parties.**”

## BACKGROUND

Oakland Enrolls is responsible for the Oakland Enrolls common charter application. Prior to the Oakland Enrolls common charter application, a fragmented system of school enrollment existed in Oakland, making it difficult for families to navigate the public-school enrollment process. The Oakland Enrolls common charter application aims to address this problem, in collaboration with schools and other stakeholders, by providing a simplified enrollment process, where families can use a single platform to fill out one application for charter schools, applying to multiple schools at once. Charter Partner wishes to participate in this Oakland Enrolls common charter application, 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. Therefore, in exchange for good and valuable consideration, the Parties agree as follows:

## RIGHTS AND RESPONSIBILITIES

### 1. Description of Oakland Enrolls common charter application.

a. **Timeline** – Charter Partners participating in the city-wide charter enrollment system will follow the following timeline for the 2023 - 2024 School Year (“**SY**”), in service of preparing for the 2024 - 2025 enrollment year. The timeline is subject to change at the discretion of Oakland Enrolls, and Charter Partner will be required to follow any changes implemented by Oakland Enrolls:

- September 29, 2023 – Review and finalize lottery preferences for SY 2024-2025
- November 13, 2023 – On-Time application launch for SY 2024-2025
- December 8, 2023 - Charter Partner will share their Fall 1 Submission CALPADS 8.1 Student Profile List as of October 2023
- January 2024 – Lottery verification
- February 16, 2024 – On-Time applications due
- February 20, 2024 – Late applications launch
- March 4-6, 2024 – Schools run lotteries, offers remain in Pre-Offer status
- March 7, 2024 – All offers made public by Oakland Enrolls
- March 21, 2024 – On-Time lottery confirmation deadline



- March 22, 2024 – Bulk rescind of On-Time lottery offers by Oakland Enrolls
- May 23, 2025 – Application closes for all schools (best guess date)

**b. Key System Functionalities of Charter Enrollment Program**

- i. *Multiple Languages*: the common application is available in five languages (English, Spanish, Chinese, Arabic, Vietnamese) .
- ii. *School Offer and Acceptances*: A family is only allowed to accept one offer per student in the common charter application system.
- iii. *On-Time Lottery Offer Launch*: All Charter Partners will publicize On-Time lottery offers to families on the same date via Oakland Enrolls.
- iv. *On-Time Lottery Offer Rescind*: Oakland Enrolls will automatically rescind any outstanding On Time lottery offers on the same date, March 22, 2024. Oakland Enrolls' standard messaging gives families 10 business days to accept an offer, but schools may choose to use their own messaging and timeline..

**c. Data Sharing Features** – The Oakland Enrolls common charter application involves and requires data sharing related to applications, enrollments, transfers, waitlists, and accepted offers, as follows:

- i. By the start of December 2023, Charter Partner will share their Fall 1 Submission CALPADS 8.1 Student Profile List as of October 2023;
- ii. Oakland Enrolls will use the CALPADS data to assess the full enrollment pipeline, subgroups enrollment information, and pipeline attrition. Oakland Enrolls agrees to handle this data in accordance with the terms set out in **Appendix C**.
- iii. Oakland Enrolls will share the CALPADS data with third parties for research purposes.
- iv. Shared data will also be used for joint marketing, communications, and outreach activities by the Parties and Oakland Enrolls' individual marketing and outreach activities, and community partnerships, in accordance with applicable law.
- v. Select data may be shared with OUSD and/or research partners as part of Community of Schools work and/or to enhance the family experience.
- vi. Charter Partner represents and warrants that in assigning the applicable Student Profile Data to and sharing information with Oakland Enrolls including, but not limited to (Confidential Information as defined in **Appendix C**) that Charter Partner is in compliance with the provisions of FERPA, and any amendments thereto. Oakland Enrolls represents and warrants that it is also in compliance with any applicable provisions of FERPA, if any, and any amendments thereto. Furthermore, Charter Partner represents and warrants that it has the requisite consents and is allowed under FERPA, and other applicable laws, to assign Student Profile Data with Oakland Enrolls that Oakland Enrolls would then share with third parties for research purposes. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose or share information in a manner not allowed by state or federal law or regulation.

## 2. **Charter Partner's Commitments.**

- a. Charter Partner will complete the following Appendixes prior to signing and returning the MOU:
  - i. **Appendix A** – Confirmation of Commitments and Services
  - ii. **Appendix B** – Key Organization Contacts
- b. Oakland Enrolls implements the charter enrollment program, in part, through an online school enrollment platform. To participate in the charter enrollment program, Charter Partner must create a portal and give Oakland Enrolls access to Charter Partner's portal. Charter Partner agrees and understands that in order to maintain the health and efficiency of the common application, Oakland Enrolls will have certain access to data and the permission to alter data on Charter Partner's portal.
- c. Charter Partner will be responsible for ensuring that the applications are accurate and updated in accordance with parent and/or legal guardian wishes.
- d. Charter Partner will only accept applications to its school(s) through the Oakland Enrolls common charter application. All applicants to Charter Partner's school(s) must submit an Oakland Enrolls common charter application during the On-Time (Open Enrollment) and/or Late (Post Enrollment) Application periods during the common application timeline. Charter Partner will not create or distribute a school-specific application for any grades it serves and will only accept applications per the Oakland Enrolls common application timeline.
- e. Charter Partner will provide information to Oakland Enrolls for school choice collateral in a timely fashion and is responsible for updating its editable online school finder profile and attributes as necessary.
- f. Charter Partner will use Oakland Enrolls' tools and protocols for lotteries, waitlist management, collecting verification documentation, and communicating offers to families. If the tools provided by Oakland Enrolls cannot accommodate specific lottery configurations, Oakland Enrolls will collaborate with the software vendor and Charter Partner to develop a solution.
- g. Charter Partner will not require verification documentation before running any lottery unless approved by Oakland Enrolls.
- h. Charter Partner will publicly post on each of its schools' websites links to Oakland Enrolls website and display the common application verbiage and lottery date(s) on or before launch as specified in 1.a.

- i. Charter Partner will have the appropriate people in its organization review Oakland Enrolls' training materials, best practices, and checklists. Charter Partner will ensure staff attend training session(s) as required.
- j. **Participation Requirements and Estimated Fees**
  - i. **Required - Enrollment System Requirements:** Charter Partner will purchase the following application modules through Oakland Enrolls for a licensing period of September 1, 2023 through August 31, 2024:
    - 1. Common Application, Communication, Lottery, Waitlist with a cost of \$4,600 per school
  - ii. **Required - Enrollment System Support Service Tier:** Charter Partner must purchase *ONE* of the following Oakland Enrolls tiered support packages for a period of August 1, 2023 through July 31, 2024. Please see **Appendix E** for a more detailed description of service tiers.
    - 1. **Baseline Support:** Standard Operations Support, Access to Family Support, Standard Marketing & Recruitment Support, Standard Data & Analysis, Network Benefits, Oakland Enrolls Council Membership. \$6,870 per school
    - 2. **Light Support:** Additional Operations Support, Additional Data & Analysis, Additional Marketing & Recruitment Support, Network Benefits, Oakland Enrolls Council Membership. \$9,090 per school
    - 3. **Intensive Support:** Additional Operations Support, Additional Marketing & Recruitment Support, Additional Data & Analysis, Charter Advocacy, Network Benefits, Oakland Enrolls Council Membership. \$18,225 per school
  - iii. **Optional - Oakland Enrolls additional services:** Charter Partner may opt to purchase the following optional Oakland Enrolls services (dates of service). Please see **Appendix F** for a more detailed description of optional services.
    - 1. 1:1 Operations Training to onboard and train new school administrators (varies): \$4,000 per school
    - 2. On-Time Applications Operations Support (Nov 2023 – Feb 2024). \$4,000 per school
    - 3. Late Applications Operations Support (Feb – June 2024). \$3,500 per school
    - 4. Custom Outreach & Marketing Plan and Support (Sep 2023 – Apr 2024). \$4,000 - \$12,000 per school depending on level of service
    - 5. Graphic Design Support (varies). \$5,000 - \$8,000 depending on level of service
    - 6. Custom Data Reports (varies). \$4,000 per school
    - 7. Managing Ongoing Offers (Mar 2024 – Jun 2024). \$5,000 per school
  - iv. **Optional - Enrollment System components:** Charter Partner may opt to purchase additional modules from the software vendor, including registration

and re-enrollment modules, if applicable. Oakland Enrolls recommends the module license(s) start/end dates align with the Common Application license:

**k. Summary of Roles and Responsibilities**

- i. Oakland Enrolls has summarized roles and responsibilities for Charter Partner, Oakland Enrolls, and the software vendor to help provide clarity around who is responsible for what. This is not meant to be comprehensive, rather a summary to provide guidance. See **Appendix D**.

- l. **Indemnification** – Charter Partner agrees that it will defend, indemnify and hold harmless Oakland Enrolls and its officers, directors, employees, and agents (collectively, the “indemnified parties”) against and from any and all claims, actions, demands, losses, causes of action, damages, expenses or liabilities, including attorneys’ fees, to which any Indemnified Party may become subject or which it may suffer as a result of or arising out of any negligent, willful or reckless acts or omissions, breach of this MOU, dishonesty or fraud of or by Charter Partner, its agents, employees or representatives.

- m. **LIMITATION OF LIABILITY.** CHARTER PARTNER AGREES AND UNDERSTANDS THAT OAKLAND ENROLLS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT OAKLAND ENROLLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING DAMAGES FOR LOSS OF PROFITS, ANY OVERHEAD EXPENSES, OR COMMITMENTS TO THIRD PARTIES. OAKLAND ENROLLS’ MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS MOU SHALL BE LIMITED TO THE AMOUNTS PAID BY CHARTER PARTNER TO OAKLAND ENROLLS UNDER THIS MOU.

**3. Oakland Enrolls’ Commitments.** In addition to the services described elsewhere in this MOU, Oakland Enrolls commits to the following:

- a. Charter Partner’s participation in the uniform charter enrollment program will be fully supported by Oakland Enrolls, with training and development of school staff, standard operating procedures, templates and best practices, direct support provided to families, sector-level data analysis, and information sharing including real-time visibility of applications to Charter Partner’s school(s).
- b. Oakland Enrolls may collaborate with Oakland Unified School District on choice collateral, options activities, summary data sharing, and developing a blueprint towards a citywide application system.

Oakland Enrolls will continue to explore new policies to enhance the universal enrollment process. In assessing new policies, Oakland Enrolls retains ultimate

decision-making authority to decide what policies to implement and how, but it commits to bringing potential policies to the Council for review.

**4. Mutual Commitments, Terms and Conditions.**

- a. **Term** – The term of this MOU is from August 1, 2023 to July 31, 2024 (“**Term**”), at which point Oakland Enrolls shall have no obligation or duties to Charter Partner to provide services under this MOU. Charter Partner’s obligation to pay any fees due under this MOU shall survive the Term of this MOU. The provisions of section 3(k) and 3(l), all of the provisions of section 4, and any other provision reasonably intended to survive the Term of this MOU will survive the termination or expiration of this MOU.
- b. **Governing Law** – This MOU is governed by California law, without regard to any conflict of laws rules. Each Party consents to exclusive jurisdiction and venue of state or federal courts located in Oakland, California.
- c. **Assignment** – Charter Partner may not assign its rights or obligations under this MOU without the express prior written consent of Oakland Enrolls.
- d. **Integration, Modification, Waiver** – This MOU, and its appendixes, constitute the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements whether oral or written relating to Oakland Enrolls and the Oakland Enrolls common charter application. This MOU may be amended or modified only in writing, signed by all Parties. No delay or omission by Oakland Enrolls in exercising any right under this MOU will operate as a waiver of that or any other right provided for in this MOU.
- e. **Counterparts, Electronic Signatures and Delivery** – This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties shall have the same force and effect as original signatures. Delivery of a copy of this MOU by facsimile, electronic mail as an attached file (e.g., pdf), or by any other electronic means (e.g., DocuSign) shall be acceptable to bind the Parties and shall not in any way affect this MOU’s validity.

**WITH INTENT TO BE BOUND**, Charter Partner and Oakland Enrolls, by signature of their authorized representatives, have executed this MOU as of the Effective Date.

Accepted and agreed to by: Oakland Military Institute College Preparatory Academy      Accepted and agreed to by: Oakland Enrolls

Signature: \_\_\_\_\_

Signature: *Lisa Gibes de Gac*

Name: \_\_\_\_\_

Name: Lisa Gibes de Gac

Title: \_\_\_\_\_

Title: Executive Director

**APPENDIX A:**

**Confirmation of Commitments and Services for  
August 1, 2023 through July 31, 2024**

Charter Partner will purchase:	Brief Description	Cost Per School
<b>Required Services</b>		
<input checked="" type="checkbox"/> <b>Yes</b>	Common charter application with modules: application, communication, lottery, and waitlist. Fee includes enhancements, administration, and translation costs	<b>\$4,600 per school</b>
<p><b>Required Enrollment System Support Service Tier: Charter Partner must purchase ONE of the following Oakland Enrolls tiered support packages for a period of August 1, 2023 through July 31, 2024. (see Appendix E for description of services).</b></p> <p><b>Please choose a Tier below by checking the box on the left. We have noted what you Tier you chose last year for your reference.</b></p>		
<input type="checkbox"/>	Baseline Support	<b>\$6,870 per school</b>
<input type="checkbox"/>	Light Support ( <i>what you chose last year</i> )	<b>\$9,090 per school</b>
<input type="checkbox"/>	Intensive Support	<b>\$18,225 per school</b>
<p><b>Optional Services offered by Oakland Enrolls (see Appendix F for description of services). Please choose a service below by checking the box on the left.</b></p> <p><i>Note: the items below are Oakland Enrolls services, not software modules.</i></p>		
<input type="checkbox"/>	1:1 Operations Training	<b>\$4,000 per school (varies)</b>
<input type="checkbox"/>	On-Time Applications Operations Support	<b>\$4,000 per school (Nov 2023 - Feb 2024)</b>
<input type="checkbox"/>	Late Applications Operations Support	<b>\$3,500 per school (Feb - June 2024)</b>
<input type="checkbox"/>	Custom Outreach & Marketing Plan and Support	<b>\$4,000 - \$12,000 per school (Sep 2023 – Apr 2024)</b>

<input type="checkbox"/>	Graphic Design Support	<b>\$5,000 - \$8,000 per school (varies)</b>	
<input type="checkbox"/>	Custom Data Reports	<b>\$4,000 per school (varies)</b>	
<input type="checkbox"/>	Managing Ongoing Offers	<b>\$5,000 per school (Mar - Jun 2024)</b>	
<b>Total Cost</b>			
	<b># Schools</b>	<b>TOTAL COST</b>	

**Accepted and agreed to by:** Oakland Military Institute  
College Preparatory Academy

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**APPENDIX B:**

**Key Systems & Organization Contacts**

In the spaces provided below please review, update, and/or identify the key systems and contacts in your organization for each of the following roles. If a staff member serves multiple roles, please enter their name and contact information for each role.

**What School Information System (SIS) does your school use?:**

---

**What School Student Registration System (SchoolMint, Aeries, etc) does your school use?:**

---

**Representative for Oakland Enrolls Council:** Each Charter Partner should have at least one member on the Oakland Enrolls Council. Ideally, council members have **decision-making authority** at their school and are well-informed about enrollment processes and challenges at their organization. Oakland Enrolls expects a council member to attend quarterly meetings to participate in key decision making.

<b>School(s)</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>	<b>Phone</b>
Oakland Military Institute	Kathryn Wong	Admissions Ops	<a href="mailto:kwong@omiacademy.org">kwong@omiacademy.org</a>	510-594-3943

Oakland Military Institute	Thomas James	Admissions	<a href="mailto:tjames@omiacademy.org">tjames@omiacademy.org</a>	
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**Lottery Configuration Signatory:** A person with **the authority to** review and approve final lottery preferences, weightings, and quotas prior to the On-Time launch. For a multi-school organization, please list a lottery configuration signatory for each school.

<b>School(s)</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>	<b>Phone</b>
Oakland Military Institute	Kathryn Wong	Admissions Ops	<a href="mailto:kwong@omiacademy.org">kwong@omiacademy.org</a>	510-594-3943

**Special Education information:** Each Charter Partner should identify an individual, ideally an individual at each school, who Oakland Enrolls can contact when families have questions about Special Education services.

<b>School(s)</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>	<b>Phone</b>
Oakland Military Institute	Shawna Lipsey		<a href="mailto:slipsey@omiacademy.org">slipsey@omiacademy.org</a>	

**Website Updates:** Each Charter Partner should identify an individual at each school who Oakland Enrolls can contact when website updates are required. This may be a centralized role for a CMO or each school may have individual contacts.

<b>School(s)</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>	<b>Phone</b>
Oakland Military Institute	Kristie Briseño	Assistant to Superintendent	<a href="mailto:kbriseno@omiacademy.org">kbriseno@omiacademy.org</a>	



**Operations contact(s):** Charter Partner may have as many operations contacts as needed, with at least 1 per school. Operations contacts are staff at your organization who deal with applications and enrollment on a regular basis and need to be “in-the-know”. Please clearly identify the lead operations contact for each individual school in your organization (if applicable).

<b>School(s)</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>	<b>Phone</b>
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Oakland Military Institute	Kristie Briseño	Assistant to Superintendent	<a href="mailto:kbrisen@omiacademy.org">kbrisen@omiacademy.org</a>	
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Oakland Military Institute	Kathryn Wong	Admissions Ops	<a href="mailto:kwong@omiacademy.org">kwong@omiacademy.org</a>	510-594-3943
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Oakland Military Institute	Thomas James	Admissions	<a href="mailto:tjames@omiacademy.org">tjames@omiacademy.org</a>	
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Oakland Military Institute	Melanie Ruiz	Admin Assistant	<a href="mailto:mruiz@omiacademy.org">mruiz@omiacademy.org</a>	
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**Outreach contact(s):** Oakland Enrolls wants to ensure we have a clear point of contact at each participating school for outreach activities so we can stay in the loop on school level outreach and ensure staff are aware of Oakland common charter application activities. This may be the same person as previously listed or another person (and may vary school-to-school). Our goal is to get a better understanding of how much outreach Oakland Enrolls and school partners do throughout the community.

<b>School(s)</b>	<b>Name</b>	<b>Title</b>	<b>Email</b>	<b>Phone</b>
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Oakland Military Institute	Thomas James	Admissions	<a href="mailto:tjames@omiacademy.org">tjames@omiacademy.org</a>	
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## **APPENDIX C:**

### **Policy Regarding Data Shared under the MOU**

One of the purposes of the MOU is the sharing of information by Charter Partners with Oakland Enrolls to enable Oakland Enrolls to analyze enrollment data, in a manner that is consistent with the Family Education Records Privacy Act of 1974 (“FERPA”), in order to develop reports regarding application, offer, and acceptance patterns. Oakland Enrolls agrees to abide by the following policies with respect to certain data shared with it under the MOU.

1. In the performance of its services under the MOU, Oakland Enrolls may have access to or receive “Confidential Information,” which shall include: (i) student data comprised of (a) directory information, or (b) aggregate and individual level student information, including information that identifies or could reasonably be used to identify a particular student; and (ii) school level data comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular school. Confidential Information does not include any information that (x) is or becomes generally known or available by publication, commercial use or otherwise through no fault of each Party; (y) lawfully obtained by each Party from a third party who has the right to make such disclosure; or (z) is released for publication by another Party in writing.
2. Oakland Enrolls will exercise at least the same degree of care with respect to Confidential Information that it uses with its own data and confidential information, but in no event less than reasonable care, to protect the Confidential Information from unauthorized use or disclosure. For example, Oakland Enrolls agrees to limit internal distribution of Confidential Information only to its employees and agents who have a need to know, and to take reasonable steps to ensure that the dissemination is so limited.
3. When transmitting Confidential Information, Oakland Enrolls will take reasonable steps to ensure that the following things are done:
  - a. Confidential Information is encrypted prior to transmitting it electronically.
  - b. Descriptions of the Confidential Information are not included with passwords.
  - c. Physical copies of Confidential Information are secure under lock and key, or that other sufficient physical access control measures are in place to prevent unauthorized access.
  - d. Confidential Information stored on portable or removable electronic media, such as electronic CDs, DVDs, or flash drives, is encrypted and that such media is stored under lock and key or in another controlled manner to prevent unauthorized access.
  - e. That workstations and laptops are password protected and that enabling screen locks are activated.

4. Within five business days of becoming aware of an unauthorized use or disclosure of Confidential Information, Oakland Enrolls shall promptly provide an impacted Charter Partner with notice of the unauthorized use or disclosure. In the event of an unauthorized use or disclosure, Oakland Enrolls shall cooperate with a remediation that Charter Partner reasonably determines is necessary to fulfill any reporting obligations required by law and to mitigate any effects of such unauthorized use of disclosure of the Confidential Information, including measures necessary to restore good will with teachers, students, or other stakeholders.

**APPENDIX D:**

Purpose: Provide guidance on primary and secondary responsibilities around key Oakland Enrolls common charter application activities throughout the school year.

	OAKLAND ENROLLS	PARTICIPATING SCHOOLS	SOFTWARE VENDOR
GATHER INFO FOR APPLICATION, LOTTERIES	primary	secondary	
CONFIRM LOTTERY PREFERENCES	secondary	primary	
BUILD APPLICATION	secondary		primary
MANAGE APPLICATION, PROVIDE TRANSLATIONS, PROVIDE MESSAGING	primary	secondary	
DATA CLEAN UP: DUPLICATES (NO DATA SHARED WITH ANY PARTY ASIDE FROM SCHOOL OR APPLYING FAMILY)**	only (On-Time)	only (Late)	
SUPPORT LOTTERY SETUP	secondary		primary
CONFIRM/APPROVE LOTTERY SETUP		only	
RUN LOTTERY		only	
BUILD REGISTRATION PACKETS		primary	secondary
SETUP ONLINE REGISTRATION		primary	secondary
MANAGE ONLINE REGISTRATION		primary	secondary
ONGOING OPERATIONS SUPPORT	primary (depending on level)		primary (depending on level)
PRODUCT USER TRAINING	primary		secondary

SCHOOLFINDER UPDATES	secondary*	primary	
OUTREACH: SCHOOL-SPECIFIC		only	
OUTREACH: GENERAL PROCESS	primary	secondary	

Primary – main party responsible for ensuring completion of the task

Secondary – support the main party with technical support, guidance, implementation support, and/or feedback

Only – sole party responsible for the task

\* Oakland Enrolls makes bulk updates to the school finder around key dates and data, schools are responsible for school profile maintenance

\*\* Oakland Enrolls only does Data Cleanup during the On-Time enrollment period

**APPENDIX E: OAKLAND ENROLLS TIERED SERVICES REQUIREMENT**

Purpose: Describe the tiered services offered by Oakland Enrolls in more detail. Schools must choose one level of support.

Baseline Support	Light Support	Intensive Support
\$6,870	\$9,090	\$18,225
<p><b>Operations</b></p> <ul style="list-style-type: none"> <li>- Operations Scorecard</li> <li>- Access to resource folder</li> <li>- Operations Newsletter</li> <li>- Operations Calendar</li> <li>- Operations Trainings</li> <li>- Creating portal logins for school admins</li> <li>- Standard automatic messaging</li> <li>- Support with troubleshooting, lottery setup, and registration (from software vendor support team only)</li> <li>- Ad hoc data pulls for aggregate student information</li> </ul> <p><b>Family Support</b></p> <ul style="list-style-type: none"> <li>- *Full-time year-round access to multilingual application support for families by phone, text, and email</li> <li>- *Newcomer student concierge enrollment service</li> </ul> <p><b>Marketing &amp; Recruitment</b></p> <ul style="list-style-type: none"> <li>- Website language for On-Time &amp; Late application period</li> <li>- *Oakland Enrolls events calendar access</li> <li>- Year-Round Community Outreach &amp; Marketing</li> </ul> <p><b>Data &amp; Analysis</b></p> <ul style="list-style-type: none"> <li>- OE will correct On Time duplicate applications by calling all families with duplicate apps, confirming information, cancelling duplicate apps and making changes</li> </ul> <p><b>Network Benefits</b></p> <ul style="list-style-type: none"> <li>- Participate in a network that includes over 97% of Oakland's charter schools</li> <li>- Reap the benefits of a system maintained by an organization solely focused on enrollment, with institutional knowledge, and a focus on continuous improvement</li> <li>- Contributing to a system striving for equity in enrollment practices</li> <li>- Community of support and solidarity in face of shifting political winds</li> <li>- Administrative time and cost saved with enrollment, marketing, and software vendor management</li> </ul> <p><b>Oakland Enrolls Council Membership</b></p> <ul style="list-style-type: none"> <li>- Voting</li> <li>- Quarterly update meetings</li> <li>- Network-wide enrollment updates</li> <li>- Updates from Oakland Enrolls Executive Director &amp; Team</li> </ul>	<p><b>Everything in Baseline, PLUS:</b></p> <p><b>Additional Operations:</b></p> <ul style="list-style-type: none"> <li>- Support with login issues</li> <li>- Help navigating reports/app index</li> <li>- Help navigating communications tab</li> <li>- Help editing student applications</li> <li>- Help managing student profiles</li> <li>- Customized automatic messaging</li> <li>- Support with application portal/vendor troubleshooting (from Oakland Enrolls team)</li> </ul> <p><b>Additional Data &amp; Analysis</b></p> <ul style="list-style-type: none"> <li>- 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</li> </ul> <p><b>Marketing/Recruitment:</b></p> <ul style="list-style-type: none"> <li>- Marketing &amp; outreach opportunities</li> <li>- Newsletter with resources and tips</li> <li>- Oakland Enrolls enrollment presentation/workshop to your school/on-site assistance with applications</li> <li>- Will list your school in marketing materials to community partners</li> <li>- *Soft copy enrollment marketing materials for On-Time and Late Application periods</li> <li>- *Transition grade family enrollment packet materials</li> </ul>	<p><b>Everything in Light, PLUS:</b></p> <p><b>Additional Marketing/Recruitment</b></p> <ul style="list-style-type: none"> <li>- Hard copy enrollment marketing materials for On-Time and Late Application periods</li> <li>- *1:1 School Outreach &amp; Marketing Training</li> <li>- Creating and translating messages in application portal</li> <li>- *Outreach/marketing translations for school</li> </ul> <p><b>Additional Data &amp; Analysis</b></p> <ul style="list-style-type: none"> <li>- Summary of On-Time enrollment reports for each school</li> <li>- Pipeline report with applicant trajectory from application to enrollment</li> <li>- OE summarizes and sends duplicate, age/grade, 'submitted' apps, and stagnant offers in Late application period</li> <li>- * Applicant referral source data for your school</li> <li>- * Ad-hoc data reports related to Charter School Renewals</li> </ul> <p><b>Charter Advocacy:</b></p> <ul style="list-style-type: none"> <li>- OE's support in charter advocacy within Oakland</li> </ul>

**APPENDIX F: OAKLAND ENROLLS OPTIONAL SERVICES**

Purpose: Describe the optional services offered by Oakland Enrolls in more detail

**1. 1:1 Operations Training to onboard and train new school administrators (varies): \$4,000**

Oakland Enrolls will provide a series of 1:1 Operations Trainings for new school administrators that include the following:

- Oakland Enrolls overview - policies, context for school, cadence of meetings/communications (30 minutes)
- SchoolMint basics - navigating, application index, etc. (60 minutes)
- Lottery overview - setting up lottery, practice in Sandbox, open seats, validating priorities (60 minutes)
- Making and managing offers - admissions tab (60 minutes)
- Managing registration - SchoolMint registration module (60 minutes)
- Outreach overview - sharing tours, communications in SchoolMint (30 minutes)

Support also includes the following:

- Access to ongoing 1:1 operations support from Oakland Enrolls through June 2024 (call/email/text)
- Check-in calls at key points (lottery launch, registration, etc.) to discuss questions, and ensure comfort and readiness

## 2. On-Time Applications Operations Support (Nov 2023 - Feb 2024) \$4,000

Oakland Enrolls creates an On-Time enrollment operations plan and completes the plan in partnership with school staff. Includes:

- Weekly report to school with summary of: number of new applications, number of canceled applications, aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application
- Suggested messaging content and frequency for applicants
- Sending suggested messaging
- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Phone outreach to families who applied to let them know of upcoming tours, events, etc.
- Phone outreach to follow up with school tour/event attendees to help them apply

Basically, this service would take the day-to-day application management off of your hands up until the lottery. This would also include answering school-specific questions from families (though this shouldn't take the place of families interacting with the school specifically).

Schools would need to:

- Confirm application questions in accordance with lottery
- Have the ability to help families apply who walk in to their school
- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)

## 3. Late Applications Operations Support (Feb - June 2024) \$3,500 per school

Oakland Enrolls creates an Late enrollment operations plan and completes the plan in partnership with school staff. Includes:

- Weekly report to school with summary of: number of new applications, number of canceled applications, aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application
- Suggested messaging content and frequency for applicants
- Sending suggested messaging
- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Phone outreach to families who applied to let them know of upcoming tours, events, etc.
- Phone outreach to follow up with school tour/event attendees to help them apply

Basically, this service would take the day-to-day application management off of your hands up after the lottery. This would also include answering school-specific questions from families (though this shouldn't take the place of families interacting with the school specifically).

Schools would need to:

- Have the ability to help families apply who walk in to their school

- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)

**4. Custom Outreach & Marketing Plan and Support (Sept 2023 - April 2024) \$4,000 - \$12,000** depending on level of service.

Oakland Enrolls partners with schools to review and develop a custom outreach and marketing plan that schools will execute.

The most intensive version includes:

- One-on-one strategic planning session with historical school data to help school come up with individualized marketing plan (setting goals, strategies, tactics, and tracking metrics)
- Creation of calendar of social media posts and communications outreach
- Calendar of events throughout Oakland where school can attend
- Template for tracking event attendance
- Template for tracking outreach and marketing metrics and progress
- Graphic design support for marketing materials
- Translation services for marketing materials
- Support planning an options fair or other enrollment event at the school
- Recommended tactical/strategy changes throughout the enrollment season based on tracked metrics

The lighter version includes:

- One-on-one strategic planning session with historical school data to help school come up with individualized marketing plan (setting goals, strategies, tactics, and tracking metrics)
- Creation of calendar of social media posts and communications outreach
- Calendar of events throughout Oakland where school can attend
- Template for tracking event attendance
- Template for tracking outreach and marketing metrics and progress
- Recommended tactical/strategy changes throughout the enrollment season based on tracked metrics

Oakland Enrolls will not be marketing or distributing school-specific collateral during our outreach events or to families who come to Oakland Enrolls support center.

Schools would need to:

- Have an outreach point person with whom Oakland Enrolls can work and who can execute the marketing plan
- Conduct their own outreach activities such as attending school options fairs and community events on behalf of the school
- Track their progress toward goals and metrics
- Manage their own websites, social media channels, etc.
- Send/distribute their own communications to families (emails, text messages, mailers, flyers, etc.)



- Pay for all costs associated with running an event (facility, food, materials, technology, childcare, etc.)
- Pay for printing marketing materials that are produced for the school

### **3. Graphic Design Support (varies) \$5,000 - \$8,000 depending on level of service.**

Oakland Enrolls partners with a graphic design vendor and Charter Partner to aid in Charter Partner's marketing efforts. Detailed packages are available upon request.

### **4. Custom Data Reports (varies) \$4,000**

Oakland Enrolls will create custom data reports during On Time enrollment, as well as Late enrollment. Oakland Enrolls will partner with schools to determine whether there are additional reports they would like to see that we can produce.

Examples of reports:

1. Current Students Activity
2. Demand Report

### **5. Managing Ongoing Offers (Mar - Jun 2024) \$5,000**

Oakland Enrolls partners with a school to set up a process for managing Offers, Rescinds, Waitlist Confirmations, etc. through the end of the school year. Includes:

- Weekly report to school with summary of: number of new applications, number of canceled applications, number of new accepts, status of registering students (if using SM registration), aggregated applicant demographics (race/ethnicity and region), analysis of type of priorities of applicants, and analysis of time/date of application
- Making/rescinding offers based on school's enrollment strategy
- Suggested messaging content and frequency for applicants in various application statuses, and execution of sending messaging
  - Ex: sending messaging to accepted students to outline registration process, sending messaging to offered students to let them know about orientation/events, etc.
- Tracking of success of messages (how many received/bounced, etc.) for follow up
- Follow up by phone with families with pending offers to make sure they're aware and help take action

Oakland Enrolls would also field school-specific registration questions (but would not include supporting families over the phone or in person) about the registration process. Oakland Enrolls runs this process, which goes up until the registration process.

Schools would need to:

- Run their lottery
- Work with Oakland Enrolls to build timelines around when communications should go out, to whom, what they should say (though OE would execute these)
- Work with Oakland Enrolls to determine how many offers should be made (though OE would execute)
- Be able to answer family questions when they call
- Be able to support their families through the entire registration process by phone or in person





**OAKLAND MILITARY INSTITUTE**

3877 Lusk Street  
Oakland, California 94608

NGCA-YCP-OMI-CO

4 May 2023

**MEMORANDUM FOR THE BOARD OF DIRECTORS, OAKLAND MILITARY INSTITUTE  
COLLEGE PREPARTORY ACADEMY**

**SUBJECT: Interior Painting of Main Hall Request**

1. Project is for the complete wall to ceiling paint of the main hall from the Lusk Street entrance to the end of High School Gate ramp doors, including the mid hall doors area to Leader Field. This estimate does not include work in any restroom, closet, or office. Doors will not be painted. The three colors used in Regimental Hall will be carried throughout the main hall.
2. Recommend Crew Color Painting INC. bid at \$11,600.00. Although \$1100.00 more than second proposal, Crew Color schedule is more compatible with Summer School, Summer Entrance Camp and possible floor cleaning projects.
3. Any questions can be directed to the undersigned at [tjames@omiacademy.org](mailto:tjames@omiacademy.org).

FOR THE SUPERINTENDENT

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Thomas L. James, CMSgt (CA), CSG  
Commandant, OMI

Attachments: 2

## ESTIMATE



Crew Color Painting Inc.  
400 Jones Ave.  
Oakland, CA. 94603  
510-846-5426/510-846-7751  
License # 1013260

Ismael Robles  
Oakland Military Institute  
3877 Lusk St.  
Oakland, Ca. 94608  
Irobles@omiacademy.org  
510-322-0685

April 13, 2023

Re: Interior painting at 3877 Lusk St. Oakland, Ca. 94608

About the house preparation at the above referenced property, **CREW COLOR PAINTING INC.** will provide the necessary labor, materials, and paint to prepare and paint as detail below.

### Detailed Project Specifications: Interior hallways

#### Zone #1

- . Windows, plants, floor, or ground will be protected with plastic, paper or drop-clothes as required to prevent damage from over-spray or paint spatters.
- . Nail holes will be patched.
- . Caulking where is needed.
- . Cracks or holes will be patched and primer.
- . Ceiling and part of the walls\* from the entry way to the double door that divides middle school and high school and exit door.
- . \*Walls: from the molding to the ceiling will be painted the same as the ceiling.
- . Flags in the areas that will be painted will be removed.
- . New pipes or cables and vents will be painted.
- . Unserved cables will be removed.
- . Walls and doors won't be painted.
- . Customer can choose a color from Sherwin Williams paints.

**Price \$3,000.00 This price included paint, materials, and labor.**

#### Zone #2

- . Windows, plants, floor, or ground will be protected with plastic, paper or drop-clothes as required to prevent damage from over-spray or paint spatters.
- . Nail holes will be patched.
- . Caulking where is needed.
- . Cracks or holes will be patched and primer.
- . Ceiling and part of the walls\* in hallway from the door that divides middle school and high school to the exit door.
- . \*Walls: from the molding to the ceiling will be painted the same as the ceiling.
- . Flags in the areas that will be painted will be removed.
- . New pipes or cables and vents will be painted.

- . Unserved cables or devices will be removed.
- . Walls and doors won't be painted.
- . Customer can choose a color from Sherwin Williams paints.

**Price \$5,600.00 This price included paint, materials, and labor.**

### **Zone #3**

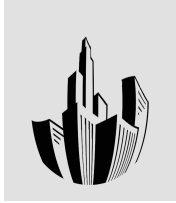
- . Windows, plants, floor, or ground will be protected with plastic, paper or drop-clothes as required to prevent damage from over-spray or paint spatters.
- . Nail holes will be patched.
- . Caulking where is needed.
- . Cracks or holes will be patched and primer.
- . Ceiling and part of the walls\* in the hallway from the door that divides middle school and high school to the exit door.
- . \*Walls: from the molding to the ceiling will be painted the same as the ceiling.
- . Flags in the areas that will be painted will be removed.
- . New pipes or cables and vents will be painted.
- . Unserved cables or devices will be removed.
- . Walls and doors won't be painted.
- . Customer can choose a color from Sherwin Williams paints.

**Price \$3,000.00 This price included paint, materials, and labor.**

**Total \$11,600.00**

*Thanks for giving us the opportunity to serve you. Your Complete Satisfaction is our # 1 Goal.  
Sincerely,*

**CREW COLOR PAINTING INC.**



**GUZMAN BUILDING & CONSTRUCTION INC.**

P.O BOX 8522  
EMERYVILLE CA 94662  
(559) 709-4298  
[GUZMANBUILDING@GMAIL.COM](mailto:GUZMANBUILDING@GMAIL.COM)

# AGREEMENT

**TO** Oakland Military Institution  
Attention: Ismael Robles  
3877 Lusk St. Oakland, CA 94608

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## SCHEDULE OF COMPLETION OF WORK

Approximate Starting Date: April 18, 2023  
Approximate Completion Date: April 30, 2023

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**DESCRIPTION OF WORKS** Contractor will furnish all materials all labor in a good,workmanlike and substantial manner for the following described project upon following described work.

### This estimate consist of following

Interior hallway. divided into three parts **zone #1, zone #2, zone #3.**  
which will be painted in three different parts each

#### **zone #1 (2,635 square feet)**

The entire ceiling will be painted and part of the wall from top to bottom where there is molding all around. Cracks or holes will be patched, all new wires vents will be painted except alarm or sensor devices. loose paint will be removed and primer applied.all work areas will be covered to prevent over spray.

**TOTAL \$2,600**

#### **zone #2 (3,870 square feet)**

The entire ceiling will be painted and part of the wall from top to bottom where there is molding all around. Cracks or holes will be patched, all new wires vents will be painted except alarm or sensor devices. loose paint will be removed and primer applied.all work areas will be covered to prevent over spray.

**TOTAL \$5,050**

#### **zone #3 (2,770 square feet)**

The entire ceiling will be painted and part of the wall from top to bottom where there is molding all around. Cracks or holes will be patched, all new wires vents will be painted except alarm or sensor devices. loose paint will be removed and primer applied.all work areas will be covered to prevent over spray.

**TOTAL \$2,850**

**This work includes the material and everything that is needed for a total cost of \$10,500**

**General notes:**

- It is expected for the contractor to perform work continuously the anticipated project duration is 2 weeks.
- All work to be performed by local and state building codes.
- Areas of construction are expected to be organized and cleaned at the end of the day.
- Safe access for students and workers shall be provided.

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**PAYMENT**

Oakland Military Institution will pay the contractor the sum of **\$10,500**

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**ACCEPTANCE OF AGREEMENT**



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Authorized or Official signature

Date

Contractor signature

# CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## CLIENT

Oakland Military Institute  
3877 Lusk Street Oakland, CA 94608  
(the "Client")

## CONSULTANT

Molly Schmidt Consulting Group  
1312 26th Street Apt B Sacramento CA  
95816  
(the "Consultant")

## BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Provide support, training and any other needed assistance related to CALPADS, Aeries and data management..
2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to



provide 10 days' written notice to the other Party.

5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Consultant will end upon the termination of this Agreement.

## **PERFORMANCE**

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

10. The Consultant will charge the Client for the Services at the rate of \$150.00 per hour (the "Compensation").
11. The Client will be invoiced every month.
12. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
13. The Consultant will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **INTEREST ON LATE PAYMENTS**

14. Interest payable on any overdue amounts under this Agreement is charged at a rate of 10.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## **CONFIDENTIALITY**

15. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the

Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

17. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

18. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
19. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

## **RETURN OF PROPERTY**

20. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **CAPACITY/INDEPENDENT CONTRACTOR**

21. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

## **RIGHT OF SUBSTITUTION**

22. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
23. In the event that the Consultant hires a sub-contractor:

- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

## **AUTONOMY**

- 24.** Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

- 25.** Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

- 26.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

- 27.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a.** Oakland Military Institute  
3877 Lusk Street Oakland, CA 94608
- b.** Molly Schmidt Consulting Group  
1312 26th Street Apt B Sacramento CA 95816

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

- 28.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party,

and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **ADDITIONAL CLAUSE**

- 29.** Consultant will not exceed 50 hours of work. If more than 50 hours of work is needed or once 50 hours of work is completed, a new contract will be issued and rate may be re-evaluated.

## **MODIFICATION OF AGREEMENT**

- 30.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

- 31.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

- 32.** The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

- 33.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

- 34.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

- 35.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

## **GENDER**

- 36.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean

and include the feminine and vice versa.

**GOVERNING LAW**

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

**SEVERABILITY**

38. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

39. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Oakland Military Institute

Per: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_

Molly Schmidt Consulting Group

Per: Molly Schmidt

Officer's Name: Molly Schmidt

# Coversheet

## 2023-2024 Academic Calendar

**Section:** III. Approval of Consent Items  
**Item:** E. 2023-2024 Academic Calendar  
**Purpose:**  
**Submitted by:** Mary Streshly  
**Related Material:** SY 2023-24 Academic Calendar.pdf

### BACKGROUND:

The first day of school for the 2023-2024 school year is August 4, 2023. Please review the attached 2023-2024 academic calendar.

### RECOMMENDATION:

The staff recommends the OMI Board of Directors approve the 2023-2024 Academic Calendar.

## Oakland Military Institute College Preparatory Academy 2023-2024 Teacher/Cadet Calendar Draft

JULY 2023							AUGUST 2023							SEPTEMBER 2023							No School		Holidays										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S													
						1			1	2	3	4	5	1	1	4					1	2	0	1	1	9/4/2023	Labor Day	1					
2	3	4	5	6	7	8	6	7	8	9	10	11	12	0	5	5	3	4	5	6	7	8	9	0	4	4	10/9/2023	Indigenous Peoples' Day	1				
9	10	11	12	13	14	15	13	14	15	16	17	18	19	0	5	5	10	11	12	13	14	15	16	0	5	5	11/10/2023	Veteran's Day	1				
16	17	18	19	20	21	22	20	21	22	23	24	25	26	1	5	5	17	18	19	20	21	22	23	1	5	5	11/20/23-11/24/23	Thanksgiving Break	5				
23	24	25	26	27	28	29	27	28	29	30	31			0	4	4	24	25	26	27	28	29	30	0	5	5	12/18/23-1/1/2024	Winter Break	11				
30	31																							1	20	20	1/15/2024	M.L. King, Jr. Day	1				
						0								2	20	23								1	20	20	2/19/2024-2/21/2024	Presidents Day	3				
																											4/1/2024-4/5/2024	Spring Break	5				
																											5/27/2024	Memorial Day	1				
																												Total Student Holidays and Breaks	29				
OCTOBER 2023							NOVEMBER 2023							DECEMBER 2023							No School		Professional Development										
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S													
1	2	3	4	5	6	7	0	5	5	0	3	3	0	1	1								0	1	1								
8	9	10	11	12	13	14	0	4	4	5	6	7	8	9	10	11	0	4	4	3	4	5	6	7	8	9	0	5	5				
15	16	17	18	19	20	21	0	5	5	12	13	14	15	16	17	18	1	5	5	10	11	12	13	14	15	16	3	5	5				
22	23	24	25	26	27	28	0	5	5	19	20	21	22	23	24	25	0	0	0	17	18	19	20	21	22	23	0	0	0				
29	30	31					0	1	2	26	27	28	29	30			0	4	4	24	25	26	27	28	29	30	0	0	0				
						0	20	21						1	16	16	31								3	11	11						
JANUARY 2024							FEBRUARY 2024							MARCH 2024							Total Professional Development Days												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S													
	1	2	3	4	5	6	1	4	4	0	2	2	0	1	1								0	1	1								
7	8	9	10	11	12	13	0	5	5	4	5	6	7	8	9	10	0	5	5	3	4	5	6	7	8	9	0	5	5				
14	15	16	17	18	19	20	0	4	4	11	12	13	14	15	16	17	1	5	5	10	11	12	13	14	15	16	0	4	5				
21	22	23	24	25	26	27	0	5	5	18	19	20	21	22	23	24	0	2	2	17	18	19	20	21	22	23	0	5	5				
28	29	30	31				0	3	3	25	27	28	29				0	3	3	24	25	26	27	28	29	30	1	5	5				
						1	21	21						1	17	17	31								1	20	21						
APRIL 2024							MAY 2024							JUNE 2024							Marking Periods												
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S													
							0	0	0	3	3	3	0	0	0																		
7	8	9	10	11	12	13	0	5	5	5	6	7	8	9	10	11	0	5	5	2	3	4	5	6	7	8							
14	15	16	17	18	19	20	0	5	5	12	13	14	15	16	17	18	0	5	5	9	10	11	12	13	14	15							
21	22	23	24	25	26	27	0	5	5	19	20	21	22	23	24	25	3	5	5	16	17	18	19	20	21	22							
28	29	30					2	2	2	26	27	28	29	30	31	0	0	0	23	24	25	26	27	28	29								
						2	17	17						6	18	18	30							0									

- Outside of Schedule	4	- First Day of Instruction	185	Total Days
	21	- Graduation day - M.S.	180	Total Days
	23	- Graduation day - H.S.	18	Half Days
	1	Minimum Day		

1	2	3	4	5	6	7	8	9	10
One sick day per month									

# Coversheet

## Cashflow Update

**Section:** V. Information/Discussion Items

**Item:** A. Cashflow Update

**Purpose:**

**Submitted by:** Vincent Salazar

**Related Material:**

April 2023 Chart Disbursement Actuals & projections FY 22-23.pdf

April 2023 Chart Cash Flow FY 22-23 to Sep 2023.pdf

April 2023 Cash Flow Projection Pro FY 22-23 2 Yrs 4 pgs.pdf

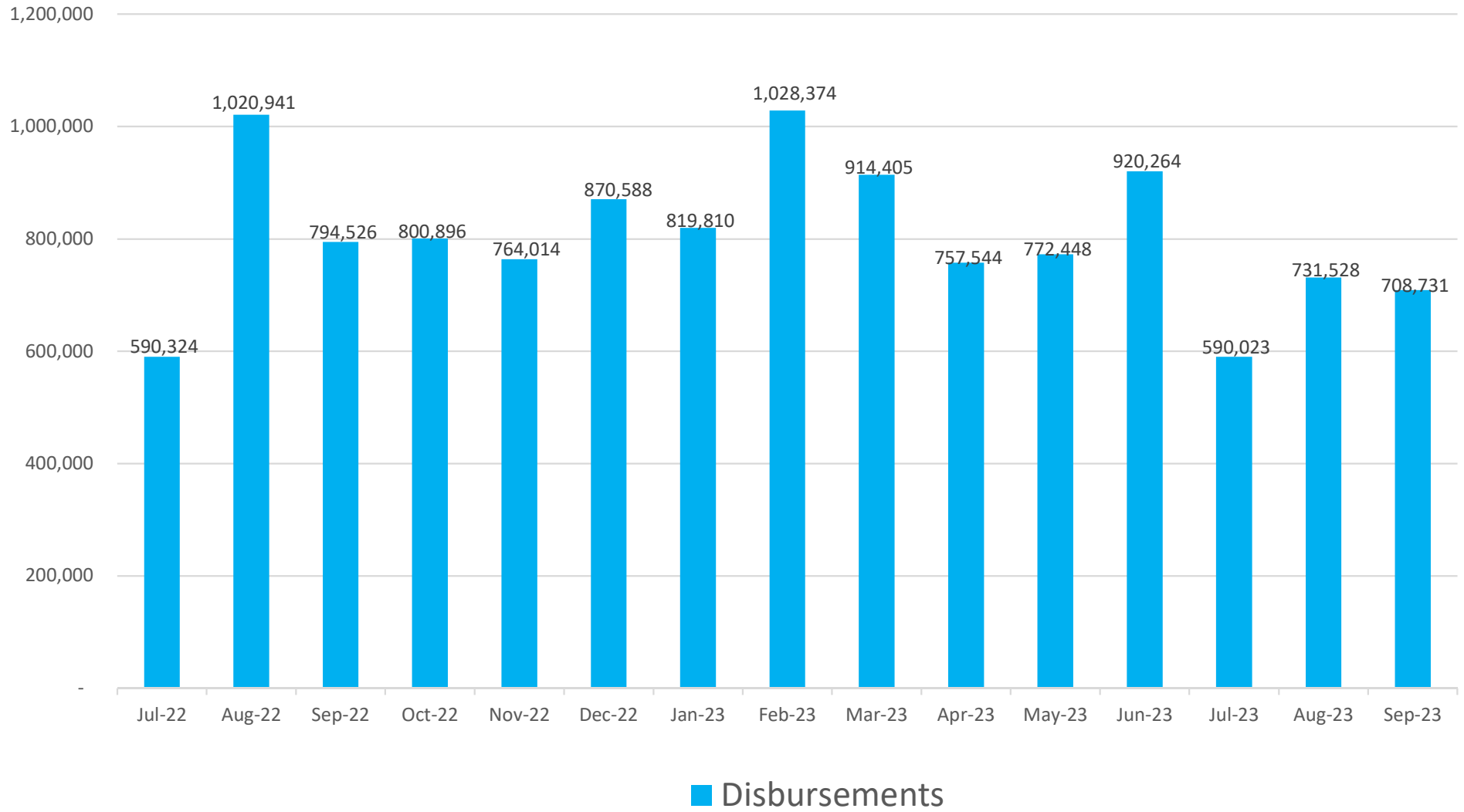
OMI Fin Statement FY 22-23 as of April 30, 2023 Activity sA BR 05112023.pdf

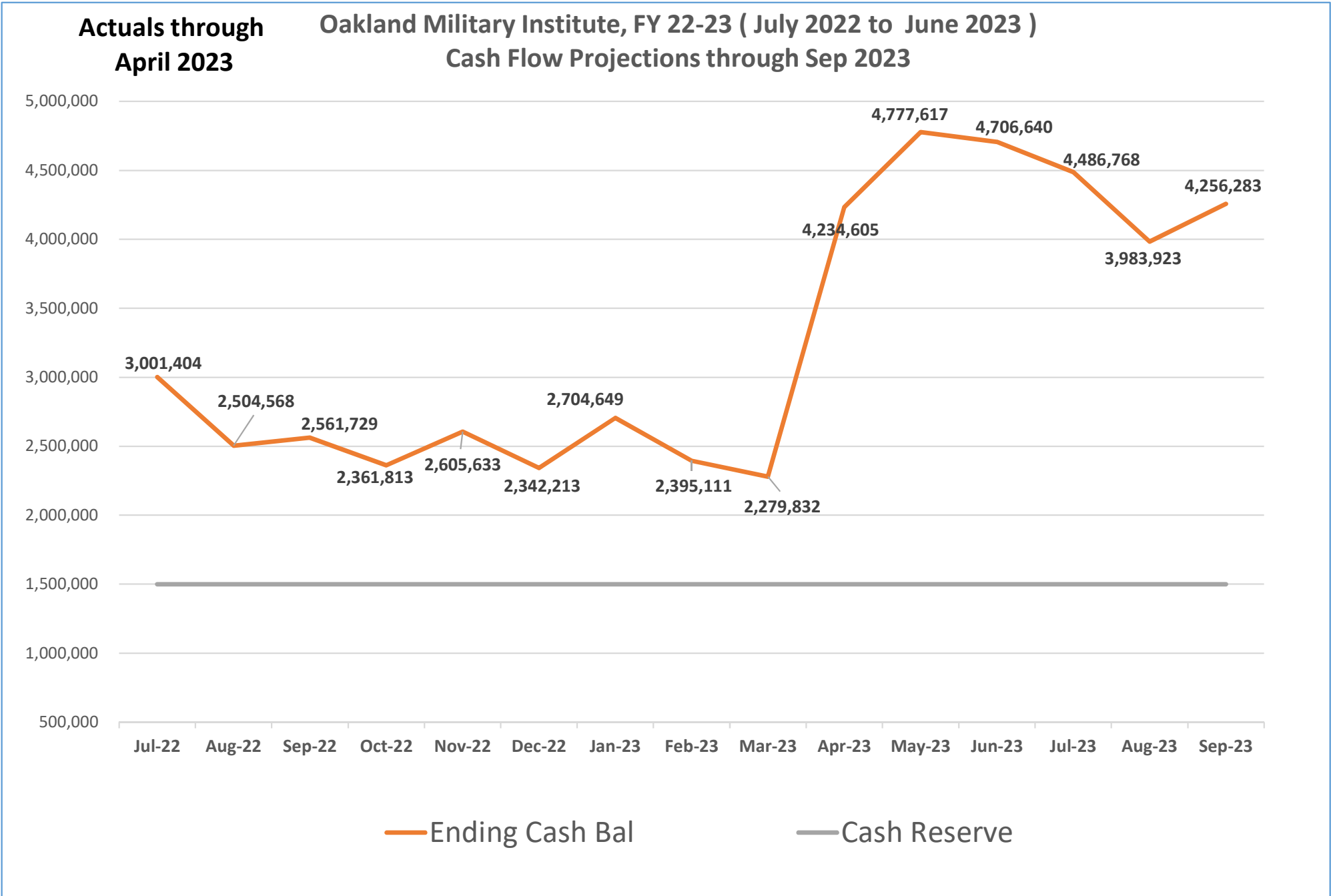
**BACKGROUND:**

Attached you will find a monthly cashflow projection for the 2022-23 FY. It includes the monthly expenditures and monthly revenues.



### Oakland Military Institute, Actual Disbursements as of April 2023, Projection through Sep 2023





<b>Oakland Military Institute, College Preparatory Academy</b> 01-61259-0130617	<h2 style="margin: 0;">Cashflow Report</h2> <h3 style="margin: 0;">Adopted Budget - July 1 (OMI - June 9, 2022)</h3> <p style="font-size: small; margin: 0;">Base Year 2022-23; Actuals Through the Month of January</p>	Fund FA
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	Object Range	Budget/Beg. Balance	2022						2023	
			July	August	September	October	November	December	January	February
<b>A. BEGINNING CASH</b>		<b>2,880,598</b>	<b>2,880,598</b>	<b>3,001,404</b>	<b>2,504,568</b>	<b>2,561,729</b>	<b>2,361,813</b>	<b>2,605,633</b>	<b>2,342,213</b>	<b>2,704,649</b>
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	5,875,258	—	187,960	555,570	300,143	338,327	338,327	705,936	338,327
Property Taxes	8020-8079	0	—	—	—	—	—	—	—	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	92,221	184,442	122,961	122,961	122,961	122,961	122,961
Federal Revenue	8100-8299	2,838,376	—	66	54	562,129	434,044	71,624	103,994	256,668
Other State Revenue	8300-8599	1,975,348	—	13,555	4,888	18,447	478,175	57,468	202,259	17,772
Other Local Revenue	8600-8799	448,527	20,247	23,218	39,124	37,279	37,179	44,750	11,128	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>11,137,509</b>	<b>20,247</b>	<b>317,020</b>	<b>784,078</b>	<b>1,040,958</b>	<b>1,410,686</b>	<b>635,130</b>	<b>1,146,278</b>	<b>735,728</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	3,276,449	19,803	271,339	306,640	287,709	297,226	278,168	298,263	301,154
Classified Salaries	2000-2999	962,852	39,305	79,826	85,424	82,091	65,253	69,055	64,048	64,205
Employee Benefits	3000-3999	1,578,562	15,502	123,336	143,059	136,190	133,394	130,005	154,458	139,592
Books and Supplies	4000-4999	918,479	134,063	241,925	67,102	(105)	113,805	74,046	111,060	365,368
Services	5000-5999	3,048,570	381,651	304,514	192,300	295,011	154,335	319,314	191,981	158,055
Depreciation	6000-6999	350,776	—	—	—	—	—	—	—	—
Other Outgo	7000-7499	25,323	—	—	—	—	—	—	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>10,161,011</b>	<b>590,324</b>	<b>1,020,941</b>	<b>794,526</b>	<b>800,896</b>	<b>764,014</b>	<b>870,588</b>	<b>819,810</b>	<b>1,028,374</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>976,498</b>	<b>120,805</b>	<b>(496,835)</b>	<b>57,161</b>	<b>(199,916)</b>	<b>243,820</b>	<b>(263,420)</b>	<b>362,436</b>	<b>(309,538)</b>
<b>F. ENDING CASH (A + E)</b>			<b>3,001,404</b>	<b>2,504,568</b>	<b>2,561,729</b>	<b>2,361,813</b>	<b>2,605,633</b>	<b>2,342,213</b>	<b>2,704,649</b>	<b>2,395,111</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

<b>Oakland Military Institute, College Preparatory Academy</b> 01-61259-0130617	<h2 style="margin: 0;">Cashflow Report</h2> <h3 style="margin: 0;">Adopted Budget - July 1 (OMI - June 9, 2022)</h3> <p style="font-size: small; margin: 0;">Base Year 2022-23; Actuals Through the Month of January</p>	Fund FA
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	Object Range	Budget/Beg. Balance	2023				Accruals	Adjustments	TOTAL	Variance
			March	April	May	June				
<b>A. BEGINNING CASH</b>		<b>2,880,598</b>	<b>2,395,111</b>	<b>2,279,832</b>	<b>4,234,605</b>	<b>4,777,617</b>	—	—	—	—
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	5,875,258	198,219	566,525	769,928	662,081	1,018,495	(104,579)	5,875,258	(0)
Property Taxes	8020-8079	0	—	—	—	—	—	—	—	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	188,246	94,123	(83,183)	(18,591)	—	(1,072,062)	0	(0)
Federal Revenue	8100-8299	2,838,376	27,509	123,402	580,086	179,007	391,797	107,997	2,838,376	—
Other State Revenue	8300-8599	1,975,348	376,655	1,868,512	13,327	—	325,199	(1,400,908)	1,975,348	—
Other Local Revenue	8600-8799	448,527	141,740	56,890	35,303	26,791	(24,170)	(953)	448,527	—
All Other Financing Sources	8930-8999	0	124,389	—	—	—	—	(124,389)	—	—
<b>TOTAL RECEIPTS</b>		<b>11,137,509</b>	<b>1,056,758</b>	<b>2,709,452</b>	<b>1,315,461</b>	<b>849,288</b>	<b>1,711,320</b>	<b>(2,594,895)</b>	<b>11,137,509</b>	<b>(0)</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	3,276,449	303,697	297,330	299,339	142,471	—	173,309	3,276,449	—
Classified Salaries	2000-2999	962,852	67,239	64,289	83,826	83,826	—	114,466	962,852	—
Employee Benefits	3000-3999	1,578,562	137,872	134,791	154,458	124,785	—	51,119	1,578,562	—
Books and Supplies	4000-4999	918,479	115,574	30,323	20,325	20,325	—	(375,332)	918,479	—
Services	5000-5999	3,048,570	290,023	205,490	214,500	198,081	143,315	—	3,048,570	—
Depreciation	6000-6999	350,776	—	—	—	350,776	—	—	350,776	—
Other Outgo	7000-7499	25,323	—	25,323	—	—	—	—	25,323	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>10,161,011</b>	<b>914,405</b>	<b>757,544</b>	<b>772,448</b>	<b>920,264</b>	<b>143,315</b>	<b>(36,439)</b>	<b>10,161,011</b>	—
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>976,498</b>	<b>(115,279)</b>	<b>1,954,773</b>	<b>543,012</b>	<b>(70,977)</b>	<b>1,568,005</b>	<b>(2,417,549)</b>	<b>976,498</b>	
<b>F. ENDING CASH (A + E)</b>			<b>2,279,832</b>	<b>4,234,605</b>	<b>4,777,617</b>	<b>4,706,640</b>	—	—	—	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									<b>3,857,096</b>	

<b>Oakland Military Institute, College Preparatory Academy</b> 01-61259-0130617	<h2 style="margin: 0;">Cashflow Report</h2> <h3 style="margin: 0;">Adopted Budget - July 1 (OMI - June 9, 2022)</h3> <p style="margin: 0; font-size: small;">Year 2 2023-24</p>	Fund FA
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	Object Range	Budget/Beg. Balance	2023 July	August	September	October	November	December	2024 January	Febuary
<b>A. BEGINNING CASH</b>		<b>4,706,640</b>	<b>4,706,640</b>	<b>4,486,768</b>	<b>3,983,923</b>	<b>4,256,283</b>	<b>3,960,118</b>	<b>3,736,109</b>	<b>3,821,669</b>	<b>3,998,265</b>
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	5,561,509	207,894	207,894	725,115	374,210	374,210	725,115	374,210	374,210
Property Taxes	8020-8079	0	—	—	—	—	—	—	—	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,055,205	—	—	218,556	—	66,710	37,369	358,992	—
Other State Revenue	8300-8599	2,024,492	141,468	—	—	—	31,848	23,853	360,412	148,702
Other Local Revenue	8600-8799	490,836	20,789	20,789	37,420	37,420	37,420	37,420	37,420	37,420
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>9,132,042</b>	<b>370,151</b>	<b>228,683</b>	<b>981,091</b>	<b>411,630</b>	<b>510,188</b>	<b>823,757</b>	<b>1,131,034</b>	<b>560,332</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	3,341,978	19,803	286,762	314,157	314,157	314,157	314,157	314,157	314,157
Classified Salaries	2000-2999	977,295	39,305	60,460	60,460	60,460	80,460	80,460	80,460	80,460
Employee Benefits	3000-3999	1,596,965	15,502	144,063	124,540	124,540	94,540	94,540	213,180	194,540
Books and Supplies	4000-4999	918,973	134,063	75,743	45,074	44,139	90,540	84,540	84,540	84,540
Services	5000-5999	2,954,309	381,351	164,500	164,500	164,500	154,500	164,500	262,100	224,500
Depreciation	6000-6999	330,574	—	—	—	—	—	—	—	—
Other Outgo	7000-7499	24,214	—	—	—	—	—	—	—	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>10,144,308</b>	<b>590,023</b>	<b>731,528</b>	<b>708,731</b>	<b>707,796</b>	<b>734,197</b>	<b>738,197</b>	<b>954,437</b>	<b>898,197</b>
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>(1,012,267)</b>	<b>(219,872)</b>	<b>(502,845)</b>	<b>272,360</b>	<b>(296,166)</b>	<b>(224,009)</b>	<b>85,560</b>	<b>176,597</b>	<b>(337,865)</b>
<b>F. ENDING CASH (A + E)</b>			<b>4,486,768</b>	<b>3,983,923</b>	<b>4,256,283</b>	<b>3,960,118</b>	<b>3,736,109</b>	<b>3,821,669</b>	<b>3,998,265</b>	<b>3,660,400</b>
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>										

<b>Oakland Military Institute, College Preparatory Academy</b> 01-61259-0130617	<h2 style="margin:0;">Cashflow Report</h2> <h3 style="margin:0;">Adopted Budget - July 1 (OMI - June 9, 2022)</h3> <p style="margin:0;">Year 2 2023-24</p>	Fund FA
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	Object Range	Budget/Beg. Balance	2024 March	April	May	June	Accruals	Adjustments	TOTAL	Variance
<b>A. BEGINNING CASH</b>		<b>4,706,640</b>	<b>3,660,400</b>	<b>3,712,603</b>	<b>3,226,036</b>	<b>2,739,469</b>	—	—	—	—
<b>B. RECEIPTS</b>										
LCFF Sources										
Principal Apportionment	8010-8019	5,561,509	725,115	374,210	374,210	725,115	—	—	5,561,509	—
Property Taxes	8020-8079	0	—	—	—	—	—	—	—	—
Miscellaneous Funds & LCFF Transfers	8080-8099	0	—	—	—	—	—	—	—	—
Federal Revenue	8100-8299	1,055,205	—	—	—	—	—	—	681,627	373,578
Other State Revenue	8300-8599	2,024,492	87,865	—	—	—	—	—	794,148	1,230,344
Other Local Revenue	8600-8799	490,836	37,420	37,420	37,420	37,420	75,059	—	490,836	—
All Other Financing Sources	8930-8999	0	—	—	—	—	—	—	—	—
<b>TOTAL RECEIPTS</b>		<b>9,132,042</b>	<b>850,400</b>	<b>411,630</b>	<b>411,630</b>	<b>762,535</b>	<b>75,059</b>	—	<b>7,528,120</b>	<b>1,603,922</b>
<b>C. DISBURSEMENTS</b>										
Certificated Salaries	1000-1999	3,341,978	314,157	314,157	314,157	208,000	—	—	3,341,978	—
Classified Salaries	2000-2999	977,295	80,460	80,460	80,460	80,460	112,930	—	977,295	—
Employee Benefits	3000-3999	1,596,965	94,540	194,540	194,540	94,540	13,360	—	1,596,965	—
Books and Supplies	4000-4999	918,973	84,540	84,540	84,540	22,175	—	—	918,973	—
Services	5000-5999	2,954,309	224,500	224,500	224,500	224,500	—	375,859	2,954,309	—
Depreciation	6000-6999	330,574	—	—	—	330,574	—	—	330,574	—
Other Outgo	7000-7499	24,214	—	—	—	—	—	24,214	24,214	—
All Other Financing Uses	7630-7699	0	—	—	—	—	—	—	—	—
<b>TOTAL DISBURSEMENTS</b>		<b>10,144,308</b>	<b>798,197</b>	<b>898,197</b>	<b>898,197</b>	<b>960,249</b>	<b>126,290</b>	<b>400,073</b>	<b>10,144,308</b>	—
<b>E. NET INCREASE/DECREASE (B - C + D)</b>		<b>(1,012,267)</b>	<b>52,203</b>	<b>(486,567)</b>	<b>(486,567)</b>	<b>(197,714)</b>	<b>(51,231)</b>	<b>(400,073)</b>	<b>(2,616,189)</b>	
<b>F. ENDING CASH (A + E)</b>			<b>3,712,603</b>	<b>3,226,036</b>	<b>2,739,469</b>	<b>2,541,755</b>	—	—	—	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>									<b>2,090,451</b>	

**Fiscal13a**

**Financial Statement**

<b>Fund 62 - CHARTER SCHOOL ENTERPRISE FUND</b>			<b>Fiscal Year 2022/23 Through April 2023</b>			
<b>Object</b>	<b>Description</b>	<b>Adopted Budget</b>	<b>Revised Budget</b>	<b>Revenue</b>	<b>Balance</b>	<b>% Rcvd</b>
<b>Revenue Detail</b>						
<b>LCFF Revenue Sources</b>						
8011	LCFF STATE AID - CURRENT YEAR	3,585,109.00	3,081,186.00	2,125,666.00	955,520.00	68.99
8012	EDUCATION PROTECTION ACCOUNT	1,244,411.00	1,240,972.00	1,403,667.74	162,695.74-	113.11
8019	LCFF - PRIOR YEAR ADJUSTMENTS		245,327.00		245,327.00	
8096	IN LIEU PROPERTY TAX TRANSFER	1,576,041.00	1,456,206.00	1,173,837.00	282,369.00	80.61
	<b>Total LCFF Revenue Sources</b>	<b>6,405,561.00</b>	<b>6,023,691.00</b>	<b>4,703,170.74</b>	<b>1,320,520.26</b>	<b>78.08</b>
<b>Federal Revenue</b>						
8181	SPECIAL ED - ENTITLEMENT	76,160.00	65,960.00		65,960.00	
8220	CHILD NUTRITION	350,000.00	325,000.00	181,135.50	143,864.50	55.73
8290	OTHER FEDERAL REVENUE	2,038,638.00	1,859,437.00	1,385,905.45	473,531.55	74.53
	<b>Total Federal Revenue</b>	<b>2,464,798.00</b>	<b>2,250,397.00</b>	<b>1,567,040.95</b>	<b>683,356.05</b>	<b>69.63</b>
<b>Other State Revenues</b>						
8520	CHILD NUTRITION	23,000.00	90,000.00	114,236.21	24,236.21-	126.93
8550	MANDATED COST REIMBURSEMENTS	18,985.00	19,762.00	18,985.00	777.00	96.07
8560	STATE LOTTERY REVENUE	85,956.00	102,845.00	56,267.44	46,577.56	54.71
8590	ALL OTHER STATE REVENUE	679,047.00	1,919,491.00	2,847,242.94	927,751.94-	148.33
8591	PY ALL OTHER STATE REVENUE		13,447.00	13,446.93	.07	100.00
	<b>Total Other State Revenues</b>	<b>806,988.00</b>	<b>2,145,545.00</b>	<b>3,050,178.52</b>	<b>904,633.52-</b>	<b>142.16</b>
<b>Other Local Revenue</b>						
8699	ALL OTHER LOCAL REVENUE	5,000.00	139,310.00	6,568.11	132,741.89	4.71
8792	SELPA APPORTIONMENT TRANSFERS	443,527.00	355,063.00	404,988.00	49,925.00-	114.06
8793	SELPA APPORTIONMENT PY ADJUST		26,551.00-		26,551.00-	
	<b>Total Other Local Revenue</b>	<b>448,527.00</b>	<b>467,822.00</b>	<b>411,556.11</b>	<b>56,265.89</b>	<b>87.97</b>
	<b>Total Year To Date Revenues</b>	<b>10,125,874.00</b>	<b>10,887,455.00</b>	<b>9,731,946.32</b>	<b>1,155,508.68</b>	<b>89.39</b>

<b>Object</b>	<b>Description</b>	<b>Adopted Budget</b>	<b>Revised Budget</b>	<b>Encumbrance</b>	<b>Actual</b>	<b>Balance</b>	<b>% Used</b>
<b>Expenditure Detail</b>							
<b>Certificated Salaries</b>							
1100	CERTIFICATED TEACHER BASE	2,451,543.00	2,253,306.00	223,198.18	1,981,682.44	48,425.38	87.95
1130	CERTIFICATED TEACHER EXTRA	23,500.00	106,675.00	1,700.00	29,831.37	75,143.63	27.96
1160	CERTIFICATED TEACHER SUBS	90,000.00	124,894.00		92,368.75	32,525.25	73.96
1200	CERTIFICATED PUPIL SUPP BASE	253,381.00	253,375.00	39,410.32	213,801.84	162.84	84.38
1230	CERTIFICATED PUPIL SUPP EXTRA		1,503.00	231.84	2,768.28	1,497.12-	184.18
1300	CERTIFICATED SUPERVISOR/ADMIN	407,023.00	293,209.00	59,061.84	234,145.45	1.71	79.86

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 10, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)



**Fiscal13a**

**Financial Statement**

**Fund 62 - CHARTER SCHOOL ENTERPRISE FUND** **Fiscal Year 2022/23 Through April 2023**

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail (continued)</b>							
<b>Certificated Salaries (continued)</b>							
1330	CERTIFICATED SUP/ADMIN EXTRA	1,502.00	878.00	83.32	792.03	2.65	90.21
1900	CERTIFICATED OTHER SALARIES	49,000.00	109,716.00	9,870.30	99,845.05	.65	91.00
1930	CERTIFICATED OTHER EXTRA	500.00	6,145.00	49.70	6,094.49	.81	99.18
	<b>Total Certificated Salaries</b>	<b>3,276,449.00</b>	<b>3,149,701.00</b>	<b>333,605.50</b>	<b>2,661,329.70</b>	<b>154,765.80</b>	<b>84.49</b>
<b>Classified Salaries</b>							
2100	CLASSIFIED INST AIDE SALARIES	150,543.00	108,348.00	17,315.89	82,926.32	8,105.79	76.54
2130	CLASSIFIED INST AIDE EXTRA		8,500.00			8,500.00	
2200	CLASSIFIED SUPPORT SALARIES	317,208.00	306,820.00	65,020.04	240,435.66	1,364.30	78.36
2230	CLASSIFIED SUPPORT EXTRA/OT	30,000.00	24,581.00		20,448.21	4,132.79	83.19
2300	CLASSIFIED SUPERVISOR/ADMIN	165,503.00	299,667.00	13,924.36	194,653.97	91,088.67	64.96
2330	CLASSIFIED SUP/ADMIN EXTRA	3,200.00	2,000.00	333.32	1,666.60	.08	83.33
2400	CLASSIFIED CLER/TECH SALARIES	289,898.00	186,111.00	30,257.44	135,507.09	20,346.47	72.81
2430	CLASSIFIED CLER/TECH EXTRA/OT	500.00	2,632.00		3,596.27	964.27-	136.64
2900	OTHER CLASSIFIED SALARIES		1,500.00		1,500.00		100.00
2930	OTHER CLASSIFIED EXTRA/OT	6,000.00	6,000.00			6,000.00	
	<b>Total Classified Salaries</b>	<b>962,852.00</b>	<b>946,159.00</b>	<b>126,851.05</b>	<b>680,734.12</b>	<b>138,573.83</b>	<b>71.95</b>
<b>Employee Benefits</b>							
3101	STRS-CERTIFICATED	581,774.00	525,460.00	55,590.76	428,808.39	41,060.85	81.61
3201	PERS-CERTIFICATED	40,938.00	67,011.00	7,991.94	61,214.05	2,194.99-	91.35
3202	PERS-CLASSIFIED	193,413.00	216,704.00	28,937.71	150,254.01	37,512.28	69.34
3301	OASDI-CERTIFICATED	10,005.00	18,490.00	1,938.44	17,022.90	471.34-	92.07
3302	OASDI-CLASSIFIED	59,132.00	57,882.00	7,788.04	41,889.65	8,204.31	72.37
3311	MEDICARE-CERTIFICATED	47,699.00	44,511.00	4,795.04	38,336.35	1,379.61	86.13
3312	MEDICARE-CLASSIFIED	13,967.00	13,605.00	1,821.39	9,773.60	2,010.01	71.84
3401	HEALTH & WELFARE BEN-CERT	411,260.00	402,849.00	40,901.68	344,663.11	17,284.21	85.56
3402	HEALTH & WELFARE BEN-CLASS	101,620.00	102,352.00	9,285.22	89,559.29	3,507.49	87.50
3403	HEALTH & WELFARE BEN-PAYCOM	25,644.00					NO BDGT
3501	UNEMPLOYMENT INSURANCE-CERT	30,442.00	28,521.00		19,092.24	9,428.76	66.94
3502	UNEMPLOYMENT INSURANCE-CLASS	15,177.00	19,738.00	755.16	10,304.26	8,678.58	52.21
3601	WORKERS COMP INS-CERT	36,701.00	34,678.00	3,736.34	29,806.78	1,134.88	85.95
3602	WORKERS COMP INS-CLASS	10,790.00	10,594.00	1,420.75	7,610.26	1,562.99	71.84
	<b>Total Employee Benefits</b>	<b>1,578,562.00</b>	<b>1,542,395.00</b>	<b>164,962.47</b>	<b>1,248,334.89</b>	<b>129,097.64</b>	<b>80.93</b>
<b>Books and Supplies</b>							
4100	APPROVED TEXTBOOKS & CORE CURR	95,000.00	346,654.00		334,351.85	12,302.15	96.45
4200	BOOKS & REFERENCE MATERIALS	7,000.00	39,446.00	588.97	41,691.63	2,834.60-	105.69

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 10, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y) SCHOOLABILITY Page 2 of 7



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**Financial Statement**

**Fund 62 - CHARTER SCHOOL ENTERPRISE FUND** **Fiscal Year 2022/23 Through April 2023**

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail (continued)</b>							
<b>Books and Supplies (continued)</b>							
4300	MATERIALS AND SUPPLIES	390,296.00	486,025.00	71,867.04	349,440.03	64,717.93	71.90
4320	FOOD/BEVERAGES	18,500.00	2,500.00	7,042.39	31,131.76	35,674.15-	1,245.27
4330	FURNITURE/EQUIP UNDER \$500		12,420.00		9,525.70	2,894.30	76.70
4340	GAS FOR VEHICLES			820.43	2,141.78-	1,321.35	NO BDGT
4400	NONCAPITAL EQUIP (\$500 to <5k)	20,000.00	108,616.00	857.49	82,742.94	25,015.57	76.18
4401	Capital Asset >\$5k		258,654.00	10,619.49	7,653.75	240,380.76	2.96
4700	FOOD (CHILD NUTRITION PROGRAM)	387,683.00	388,680.00	93,319.00	294,906.32	454.68	75.87
	<b>Total Books and Supplies</b>	<b>918,479.00</b>	<b>1,642,995.00</b>	<b>185,114.81</b>	<b>1,149,302.20</b>	<b>308,577.99</b>	<b>69.95</b>
<b>Services and Other Operating Expenditures</b>							
5100	SUBAGREEMENTS FOR SERVICES	70,000.00	95,288.00	1,230.00	107,418.30	13,360.30-	112.73
5200	TRAVEL AND CONFERENCES	18,718.00	28,026.00	4,876.06	21,500.04	1,649.90	76.71
5300	DUES AND MEMBERSHIPS	15,000.00	16,500.00		20,398.32	3,898.32-	123.63
5400	INSURANCE	120,000.00	118,432.00		113,115.61	5,316.39	95.51
5500	OPERATIONS & HOUSEKEEPING SRVS	275,000.00	295,000.00	41,505.96	248,346.17	5,147.87	84.19
5510	UTILITIES - ELECTRIC & GAS	100,000.00	125,000.00	23,927.07	94,072.93	7,000.00	75.26
5520	UTILITIES - WATER & SEWER	28,000.00	35,000.00	12,380.30	17,019.70	5,600.00	48.63
5530	WASTE DISPOSAL & RECYCLING	50,000.00	50,000.00	4,681.44	43,727.66	1,590.90	87.46
5600	NONCAPITALIZED REPAIRS	125,000.00	130,719.00	1,966.89	165,050.72	36,298.61-	126.26
5605	Bldng Improvement <\$50,000		80,000.00		78,719.70	1,280.30	98.40
5610	FACILITIES RENT & LEASES	284,441.00	284,441.00	27,200.40	240,290.36	16,950.24	84.48
5620	EQUIPMENT RENT & LEASES	10,000.00	11,500.00	6,996.80	7,645.77	3,142.57-	66.48
5710	DIRECT COST TRANSFER		41,994.00	73.11	65.53	41,855.36	0.16
5800	PROFESSIONAL/CONSULTING SRVCS	406,913.00	434,500.00	115,583.18	380,634.37	61,717.55-	87.60
5805	Catering/Restaurant		4,000.00		3,313.05	686.95	82.83
5810	EDUCATION CONSULTANTS	969,066.00	802,489.00	98,258.93	629,832.64	74,397.43	78.48
5820	LEGAL & AUDIT SERVICES	105,000.00	90,000.00	75.00	53,623.50	36,301.50	59.58
5830	ADVERTISING	27,500.00	30,500.00	8,600.00	15,904.15	5,995.85	52.14
5840	SOFTWARE AND LICENCES	74,294.00	189,803.00	6,582.80	189,679.74	6,459.54-	99.94
5850	TRANSPORTATION/FIELD TRIPS	81,721.00	65,105.00	492.85	22,871.78	41,740.37	35.13
5880	MISC FEES/CHARGES/DAMAGES	133,000.00	120,000.00	15,971.51	89,038.28	14,990.21	74.20
5890	AUTHORIZER OVERSIGHT FEES	77,417.00	77,417.00			77,417.00	
5900	COMMUNICATION - PHONE/INTERNET	75,000.00	75,621.00	23,704.92	49,512.10	2,403.98	65.47
5910	PRINTING SERVICES		1,000.00	11,571.93	863.00	11,434.93-	86.30
5920	POSTAGE	2,500.00	6,000.00	1,382.35	3,889.05	728.60	64.82
	<b>Total Services and Other Operating Expenditures</b>	<b>3,048,570.00</b>	<b>3,208,335.00</b>	<b>407,061.50</b>	<b>2,596,532.47</b>	<b>204,741.03</b>	<b>80.93</b>

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 10, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)



**Fiscal13a**

**Financial Statement**

**Fund 62 - CHARTER SCHOOL ENTERPRISE FUND** **Fiscal Year 2022/23 Through April 2023**

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
<b>Expenditure Detail (continued)</b>							
<b>6600 - 6999</b>							
6900	DEPRECIATION	350,776.00	432,457.00			432,457.00	
	<b>Total 6600 - 6999</b>	<b>350,776.00</b>	<b>432,457.00</b>	<b>.00</b>	<b>.00</b>	<b>432,457.00</b>	
<b>Debt Service</b>							
7438	DEBT SERVICE - INTEREST	25,323.00	25,323.00		25,323.00		100.00
	<b>Total Debt Service</b>	<b>25,323.00</b>	<b>25,323.00</b>	<b>.00</b>	<b>25,323.00</b>	<b>.00</b>	<b>100.00</b>
	<b>Total Year To Date Expenditures</b>	<b>10,161,011.00</b>	<b>10,947,365.00</b>	<b>1,217,595.33</b>	<b>8,361,556.38</b>	<b>1,368,213.29</b>	<b>76.38</b>

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
<b>Other Financing Sources</b>						
<b>Contributions</b>						
8980	CONTRIBUTIONS FROM UNRESTRICT			124,389.00	124,389.00-	NO BDGT
	<b>Total Contributions</b>	<b>.00</b>	<b>.00</b>	<b>124,389.00</b>	<b>124,389.00-</b>	<b>NO BDGT</b>
	<b>Total Year To Date Other Financing Sources</b>	<b>.00</b>	<b>.00</b>	<b>124,389.00</b>	<b>124,389.00-</b>	<b>NO BDGT</b>

**Fiscal13a**

**Financial Statement**

<b>Fund 62 - CHARTER SCHOOL ENTERPRISE FUND</b>		<b>Fiscal Year 2022/23 Through April 2023</b>		
<b>Object</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Year to Date Activity</b>	<b>Ending Balance</b>
<b>Fund Reconciliation</b>				
<b>Assets</b>				
9120	CASH IN BANK - BRIDGE BANK	2,880,598.21	1,354,006.33	4,234,604.54
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
9201	ACCOUNTS RECEIVABLE PRIOR YEAR	141,363.68	26,551.00-	114,812.68
9290	DUE FROM GRANTOR GOVERNMENTS	1,352,097.86	1,329,938.14-	22,159.72
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	4,254,750.29-		4,254,750.29-
9440	EQUIPMENT	1,519,195.24		1,519,195.24
9445	ACC DEPREC - EQUIPMENT	1,299,165.78-		1,299,165.78-
9450	WORK IN PROGRESS	399,090.64		399,090.64
	<b>Total Assets</b>	<b>14,287,352.06</b>	<b>4,482.81-</b>	<b>14,282,869.25</b>
<b>Liabilities</b>				
9500	ACCOUNTS PAYABLE (CURRENT)		2,350.00-	2,350.00-
9501	ACCOUNTS PAYABLE (Prior)	104,773.39	118,418.16-	13,644.77-
9502	PAYABLE - EXCESS STRS (QB BAL)	627.70	99.70-	528.00
9513	OASDI		333.88	333.88
9520	NET PAY ADJUSTMENT		1,129.95	1,129.95
9522	STRS (OMI)	27,062.95	57,577.41	84,640.36
9524	PERS (OMI)	14,114.24	11,156.01	25,270.25
9525	EXCESS STRS - EMPLOYEE	709.50		709.50
9534	MEDICARE		15.14	15.14
9535	STATE UNEMPLOYMENT INS	36.00-	32.35	3.65-
9536	WORKERS' COMPENSATION INS		5,849.04	5,849.04
9540	STATE DISABILITY INS		8,735.06-	8,735.06-
9551	MEDICAL - KAISER (OMI)	32,272.19	33,827.62-	1,555.43-
9553	DENTAL - PRINCIPAL (OMI)	8,254.75	27,567.76	35,822.51
9555	VISION - PRINCIPAL (OMI)	1,532.70	5,056.16	6,588.86
9556	BASIC LIFE - PRINCIPAL	626.85	43,315.23-	42,688.38-
9557	LTD - PRINCIPAL (OMI)	48.75	6,773.33	6,822.08
9558	ADD - PRINCIPAL (OMI)	133.05	414.42	547.47
9590	DUE TO GRANTOR GOVERNMENTS	385,853.00	244,066.00-	141,787.00
9650	UNEARNED REVENUE	961,219.45	785,704.23-	175,515.22
9661	LOAN PAYABLE - CS FACILITIES	1,266,126.00	42,771.26-	1,223,354.74
	<b>Total Liabilities</b>	<b>2,803,318.52</b>	<b>1,163,381.81-</b>	<b>1,639,936.71</b>
	<b>Calculated Fund Balance</b>	<b>11,484,033.54</b>	<b>1,158,899.00</b>	<b>12,642,932.54</b>

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 10, Stmt Option? = , Zero Amounts? = N, SACS? = N, Restricted? = Y)



**Fiscal13a**

**Financial Statement**

<b>Fund 62 - CHARTER SCHOOL ENTERPRISE FUND</b>		<b>Fiscal Year 2022/23 Through April 2023</b>		
<b>Object</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Year to Date Activity</b>	<b>Ending Balance</b>
<b>Beginning Fund Balance</b>				
9791	BEGINNING FUND BALANCE	11,484,033.54		11,484,033.54
9793	AUDIT ADJUSTMENTS		335,879.94-	335,879.94-
	<b>Total Beginning Fund Balance</b>	<b>11,484,033.54</b>	<b>335,879.94-</b>	<b>11,148,153.60</b>
	<b>Beginning Fund Balance Proof</b>	<b>.00</b>	<b>1,494,778.94</b>	<b>1,494,778.94</b>
<b>Change in Fund Balance - Excess Revenues ( Expenditures )</b>			<b>1,494,778.94</b>	

<b>Memo Only - Ending Fund Balance Accounts</b>				
		Adopted	Revised	
<b>Reserves</b>				
9720	RESERVE FOR ENCUMBRANCES			1,217,595.33
<b>Other Designations</b>				
9790	UNRESTRICTED NET POSITION	11,364,509.00	11,419,390.00	

**Fiscal13a**

**Financial Statement**

<b>Fund 62 - CHARTER SCHOOL ENTERPRISE FUND</b>			<b>Fiscal Year 2022/23 Through April 2023</b>			
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	10,125,874.00	10,887,455.00		9,731,946.32	1,155,508.68	89.39
B. Expenditures	10,161,011.00	10,947,365.00	1,217,595.33	8,361,556.38	1,368,213.29	76.38
C. Subtotal (Revenue LESS Expense)	35,137.00-	59,910.00-		1,370,389.94	212,704.61-	
D. Other Financing Sources and Uses						
Sources				124,389.00	124,389.00-	NO BDGT
LESS Uses						
E. Net Change in Fund Balance	35,137.00-	59,910.00-		1,494,778.94	337,093.61-	
F. Fund Balance:						
Beginning Balance (9791)	11,399,646.00	11,479,300.00		11,484,033.54		
Audit Adjustments (9793)				335,879.94-		
Other Restatements (9795)						
Adjusted Beginning Balance	11,399,646.00	11,479,300.00		11,148,153.60		
G. Calculated Ending Balance	11,364,509.00	11,419,390.00		12,642,932.54		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	11,364,509.00	11,419,390.00				
Other				1,217,595.33		

# Coversheet

## E-Rate Cisco Switches

**Section:** V. Information/Discussion Items  
**Item:** B. E-Rate Cisco Switches  
**Purpose:**  
**Submitted by:** Thomas James  
**Related Material:** 20230504 E-RATE Cisco Switch Install Update to the BOD.pdf

### BACKGROUND:

IT Manager has received E-RATE project approval for 10 Cisco switches installed at a value of \$11,682.27. This value is below January 2023 board ratification of this purchase up to \$15,600.00. OMI will proceed with purchase order.



**OAKLAND MILITARY INSTITUTE**

3877 Lusk Street  
Oakland, California 94608

NGCA-YCP-OMI-CO

4 May 2023

**MEMORANDUM FOR THE BOARD OF DIRECTORS, OAKLAND MILITARY INSTITUTE  
COLLEGE PREPARTORY ACADEMY**

**SUBJECT: Informational Update on E-RATE Cisco Switches**

1. IT Manager has received E-RATE project approval for 10 Cisco switches installed at a value of \$11,682.27. This value is below January 2023 board ratification of this purchase up to \$15,600.00. OMI will proceed with purchase order.

2. Any questions can be directed to the undersigned at [tjames@omiacademy.org](mailto:tjames@omiacademy.org).

FOR THE SUPERINTENDENT

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Thomas L. James, CMSgt (CA), CSG  
Commandant, OMI

Attachments: 4



OAKLAND MILITARY INSTITUTE

3877 Lusk Street  
Oakland, California 94608

NGCA-YCP-OMI

6 December 2023

MEMORANDUM FOR THE BOARD OF DIRECTORS, OAKLAND MILITARY INSTITUTE  
COLLEGE PREPARTORY ACADEMY

SUBJECT: Information Technology Update for School Year 2022-23

1. Staff seek Board of Directors ratification for purchase of 10 network switches.

A) Universal Services Administration E-RATE Program

- 1) AMS bid for installation of 10 Cisco Catalyst Switches
- 2) Project value \$77,881.79 (Enclosure 1)
- 3) Compatibility with existing IT equipment assured
- 4) Anticipated project discount rate for area is 80%
- 5) **\$15,600.00 is the estimated final discounted project value**

2. On January 6th, staff completed discount rate application with E-Rate administration. Completion of this purchase with applied discount is expected to occur with the next 30 days. Ratification in advance of E-Rate response is intended to aid with equipment installation in advance of semester finals in May. This will be the sole E-Rate purchase for the 2022-23 school year.

3. Please direct any questions to the undersigned at [tjames@omiacademy.org](mailto:tjames@omiacademy.org).

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Thomas L. James, CMSgt (CA), CSG  
Acting Commandant, OMI

Encl





## COST SUMMARY

### Project Cost Summary - Oakland Military Institute

#### Project Information

Oakland Military Institute - E-Rate 26 - 470 Number 230002903 Cisco Switches - 98406  
 Project #98406  
 May 1, 2023

#### Account Manager

Dave Zieker  
 dzieker@ams.net  
 (925) 245-6160

AMS Quote #	Description	Products	Labor	Est. Taxes	Total	E-Rate Funding %	Customer Amount	SLD Amount
Q-00066170	E-Rate 26 Cisco 9200 Catalyst Switches	\$66,798.75	\$5,000.00	\$6,083.04	\$77,881.79	85.00%	\$11,682.27	\$66,199.52
<b>Totals</b>		\$66,798.75	\$5,000.00	\$6,083.04	\$77,881.79		\$11,682.27	\$66,199.52

Vendor: AMS.NET

Address 502 Commerce Way, Livermore, CA 94551

Phone: 925-245-6100

SPIN: 143005880



**AMS.NET, Inc.**  
 502 Commerce Way, Livermore, CA 94551  
 925-245-6100 • 925-245-6150 Fax  
 www.ams.net

## Customer Price Quote

### Customer

Oakland Military Institute  
 2405 West 14th Street  
 Oakland CA, 94607 US  
 ATTN: Tod Weiss

### Ship To

Oakland Military Institute  
 2405 West 14th Street  
 Oakland, CA 94607  
 ATTN: Tod Weiss

### Quote Description

E-Rate 26 Cisco 9200 Catalyst Switches

Quote #	#Q-00066170
Project #	98406
Modified	11/14/2022
Account Mgr.	Dave Zieker
AM Phone	(925) 245-6160
AM Email	dzieker@ams.net
Inside Account Mgr.	Chris Gosset
IAM Phone	(925) 245-6159
IAM Email	cgosset@ams.net
Quote Exp.	12/9/2022

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Cisco Catalyst 9200 48-port PoE+ Switch</b>					
1	<b>C9200-48P-EDU</b> Catalyst 9200 48-port PoE+ only, K12	Cisco Systems Inc.	10.00	\$4,304.65	\$43,046.50
2	<b>PWR-C5-BLANK</b> Config 5 Power Supply Blank	Cisco Systems Inc.	10.00	\$0.00	\$0.00
3	<b>C9200-NW-E-48</b> C9200 Network Essentials, 48-port license	Cisco Systems Inc.	10.00	\$0.00	\$0.00
4	<b>C9200-NM-NONE</b> No Network Module Selected	Cisco Systems Inc.	10.00	\$0.00	\$0.00
5	<b>CAB-TA-NA</b> North America AC Type A Power Cable	Cisco Systems Inc.	10.00	\$0.00	\$0.00
6	<b>C9200-DNA-E-48</b> C9200 Cisco DNA Essentials, 48-Port Term Licenses	Cisco Systems Inc.	10.00	\$0.00	\$0.00
7	<b>C9200-DNA-E-48-3Y</b> C9200 Cisco DNA Essentials, 48-port - 3 Year Term License	Cisco Systems Inc.	10.00	\$745.22	\$7,452.20
8	<b>NETWORK-PNP-LIC</b> Network Plug-n-Play License for zero-touch device deployment	Cisco Systems Inc.	10.00	\$0.00	\$0.00

### Cisco Catalyst 9200 4 x 10G Network Module



**AMS.NET, Inc.**  
 502 Commerce Way, Livermore, CA 94551  
 925-245-6100 • 925-245-6150 Fax  
 www.ams.net

9	<b>C9200-NM-4X=</b> Catalyst 9200 4 x 10G Network Module	Cisco Systems Inc.	7.00	\$1,330.75	\$9,315.25
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<b>Cisco Catalyst 9200 and 9200L Stack Module</b>					
10	<b>C9200-STACK-KIT=</b> Cisco Catalyst 9200 and 9200L Stack Module	Cisco Systems Inc.	8.00	\$873.10	\$6,984.80
11	<b>C9200-STACK</b> Catalyst 9200 Stack Module	Cisco Systems Inc.	16.00	\$0.00	\$0.00
12	<b>STACK-T4-50CM</b> 50CM Type 4 Stacking Cable	Cisco Systems Inc.	8.00	\$0.00	\$0.00

<b>Labor</b>					
13	<b>AMS-NI-LAN-CISCO-EDGE-STACKABLE</b> Labor: Cisco Edge Switch Installation - Stackable	AMS.NET	10.00	\$500.00	\$5,000.00

<b>Shipping</b>					
14	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00

### Order Summary

Subtotal	\$71,798.75
Adjustment	\$0.00
Estimated Taxes	\$6,083.04
<b>Total</b>	<b>\$77,881.79</b>

**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net) A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



**AMS.NET, Inc.**

502 Commerce Way, Livermore, CA 94551  
925-245-6100 • 925-245-6150 Fax  
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

12. The final price of all labor in this quote is contingent upon the customer providing AMS.NET full site access, with keys or a dedicated escort, for a period of at least nine consecutive hours per working day. Any existing pathway being pulled through is assumed to be easily discoverable, and meeting BICSI standards, such as the fill ratio, lack of non-cabling material in the conduit, and appropriate number of LBs. Additionally, any interior wall penetrations are assumed to be drywall or a like material unless otherwise noted in the labor scope for this project. Any deviation from these assumptions may result in additional costs to the customer based on the time added to the project.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## SALES ORDER AGREEMENT E-RATE

THIS SALES ORDER AGREEMENT (“Agreement”) is made and entered into on March 27, 2023, by and between AMS.NET, INC., a Delaware corporation (“AMS”), whose address is 502 Commerce Way, Livermore, CA 94551 and Oakland Military Institute, an Education (“Customer”), whose address is 3877 LUSK STREET Oakland, Ca. 94608

1. **Confirmation of Sales Order.** Customer hereby agrees to purchase from AMS, and AMS hereby agrees to sell to Customer, the multi-service networking equipment and services specified in the AMS price quote, customer purchase order, or other documentation attached hereto and labeled **Exhibit A**, the terms of which are hereby incorporated and made a part of this Agreement.

This agreement is contingent on E-rate funding.

Customer understands the equipment that was quoted in the ERate contract is non-returnable once it has been ordered and received.

2. **Payment Terms and Taxes.** Upon written funding approval from the Schools and Libraries Division (SLD) of the **Universal Service Administrative Company (USAC)**, a sum representing the total utilized project cost minus the discount applied by the SLD and any items that are determined not E-rate eligible, shall be due to AMS.NET. A PO is required representing these items. Subsequent billing invoices for equipment and services provided under this Agreement shall be sent to Customer concurrently with the delivery of equipment and/or the provision of services, as the case may be. Customer is required to complete, sign, and return service certification form sent by SLD within 5 business days. All billing invoices shall be due and payable in full thirty (30) days after the date of billing (i.e., net 30 day payment terms), with the date of billing being the date indicated on the billing invoice. Customer shall pay any and all taxes based on or in any way computed with reference to the equipment and services being provided under this Agreement, (minus the discount applied by SLD) including but not limited to sales taxes but excluding taxes based on AMS’s net income. Customer understands that they are responsible for costs incurred due to any unforeseen sales tax increases.

3. **Installation Date.** The term “installation date” means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. **HOWEVER, ALL STATED DELIVERY AND INSTALLATION DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OR INSTALLATION.**

4. **Change Management Procedures.** It may become necessary to amend this agreement for reasons including, but not limited to, the following:

- Changes to scope of the work and/or specifications for the Services,
- Changes to the Milestone Invoice Schedule,
- Changes to the project schedule due to unavailability of resources which are beyond either party’s control, and/or,

- Environmental or architectural conditions not previously identified.

In the event either party desires to change this SOW, the following procedures shall apply:

- i. The party requesting the change will deliver a “Change Request” to the other party (an example of which is provided in Appendix B). The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
- ii. A change Request may be initiated either by Customer or by AMS for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- iii. AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
- iv. Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
- v. AMS is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.

5. **Warranties.** AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects and workmanship for a warranty period of thirty (30) days commencing on the later of the date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this Agreement (this warranty being hereinafter referred to as an “Installation Warranty”). EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, AMS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer’s warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

- 6. **Return for Credit Policy.** Merchandise must be returned within 30 days in unopened original packaging. An RMA number must be requested prior to the return and accompany the equipment when it is received.
- 7. **Limitation of Liability.** In no event shall AMS be liable to Customer for:
  - a. Any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or AMS's performance or breach thereof, even if AMS has been advised of the possibility of any such damages or losses; or.
  - b. Any damages resulting from or related to any failure or delay of AMS in the delivery or installation of equipment or the performance of installation or maintenance services (if any).
  - c. Notwithstanding any other provision of this Agreement, all liability of AMS and its suppliers under this Agreement or otherwise shall be limited to the money paid to AMS under this Agreement. This limitation of liability is cumulative and not per incident.
- 8. **Attorneys' Fees.** If any legal action is necessary to enforce terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.
- 9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 10. **Entire Agreement.** This Agreement, together with any price quotes or purchase orders attached hereto as **Exhibit A**, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement, supersedes and cancels any prior understanding, communications or agreements of the parties with respect to the subject matter of this Agreement, and may be amended or supplemented only by a writing signed by both parties.
- 11. **Risk of loss.** Seller shall bear all risk of loss or damage to components of the system while they are in transit to the Customer and until deliver to the premises. Thereafter, such risk of loss shall be done by Customer, except for loss caused by the negligence of Seller or its employees
- 12. **Default.** If Customer shall fail to pay or cause payment of any sum owing to Seller hereunder when due, then, in addition to all other remedies available to Seller at law or equity or under other provisions of this Agreement and not in limitation thereof, Seller may, until said sum is paid in full, collect interest on the sum then owing at the rate of 18% per

annum from the date of the last installment due date until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest charges under the provisions of this paragraph exceed the maximum rate of interest that could be charged under applicable state law.

Should either party institute legal action to enforce its rights under this agreement, the venue shall be in Alameda County, State of California, and the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs.

- 13. **Force majeure.** The obligations of Seller hereunder shall be suspended to the extent and for the period of time that is hindered or prevented from performing because of labor disturbances, strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, and or any other cause beyond Seller's control.
- 14. **Assignment.** Seller shall have the right to assign Sellers obligations; however, Seller shall remain liable to Customer for the performance of Seller's obligations under the terms of this agreement.
- 15. **Customer to provide.** Customer shall, as specified by Seller provide appropriate environmental conditions, necessary commercial power and facilities for the System, access to the premises, and if required by local law, conduit and or special fire retarding cabling. Customer shall pay all charges for telephone trunk lines, in the room system is to be installed, if applicable as well as extensions and equipment for the installation of the system.
- 16. **Representation of Customer.** Customer warrants and represents that Customer has been duly authorized by all necessary corporate and other action of Customer and Customer's execution of this Agreement will not violate any provision of law or its Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Customer is a party.
- 17. **Notices.** All notices required or permitted to be given under the Agreement may be given by either party to the other by depositing same in the United States Mail with first class postage prepaid or by fax. Until changed by written notice, such notices shall be direct to Seller at the address that appears at the beginning of this Agreement and Customer at the premises.

IN WITNESS WHEREOF, AMS and Customer have executed this Agreement as of the date first set forth above.

"AMS:"

AMS.NET, Inc.,  
a Delaware Corporation

By: \_\_\_\_\_  
Robert M. Tocci, President

"Customer:"

Oakland Military Institute,  
a Education Customer

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

<b><u>Quote Number</u></b>	<b><u>Description</u></b>	<b><u>Total \$</u></b>
Q-00066170	E-Rate 26 Cisco 9200 Catalyst Switches	\$77,881.79

**Total Investment** \$77,881.79

\_\_\_\_\_  
Customer Initials





**AMS.NET**  
Technology Solution Provider

**PROPOSAL FOR:**

**Oakland Military Institute 98406  
Funding Year 2023  
FCC Form 470 Number 230002903  
23OMI-470\_C1 & C2**

**Original**

**PREPARED BY:** Dave Zieker, Senior Account Manager, AMS.NET



**AMS.NET**  
Technology Solution Provider

## Table of Contents

Executive Summary	Section 1
Project Cost Summary and Quote	Section 2
References	Section 3
Company Documents	Section 4



**AMS.NET**  
Technology Solution Provider

# Section 1

Celebrating More Than **25** Years

[www.ams.net](http://www.ams.net)  
800-893-3660



## EXECUTIVE SUMMARY

# Oakland Military Institute E-Rate 26 - 470 Number 230002903 Cisco Switches

Dear Tod,

AMS.NET is an established Cisco Gold Partner specializing in K12 in California, and has been dedicated to providing flexible, scalable and cost-effective solutions for our K-12 Education partners for over Three (3) decades. We take pride in the holistic approach that we bring to an implementation, and our focus is to offer solutions that solve key business objectives and foster ROI, which varies for each partner. Our goal is to become an extension of the District IT department and to be the one to call in a time of need. AMS has been fortunate to work with education partners all throughout California, each presenting their own unique set of challenges from an infrastructure and budgetary standpoint. Our goal is to deliver the same level of success to each partner, in every deployment, regardless of the challenges.

Our Base bid costs can be found on AMS Quote Q-00066170 totaling \$ 77,881.79.

AMS.NET has read, understands, and will comply with all the terms set forth in the RFP as well as the rules and regulations set forth by USAC and the FCC. AMS.NET holds an FCC Green Light status and our response is submitted to address all aspects of the abovementioned RFP.

The relevant staff for this project will be:

**Dave Zieker**  
Sr. Account Manager  
[dzieker@ams.net](mailto:dzieker@ams.net)

**Tom Vasconi**  
VP of Sales  
[tvasconi@ams.net](mailto:tvasconi@ams.net)

**Ray Valine**  
Operations Manager  
[rvaline@ams.net](mailto:rvaline@ams.net)

We trust Oakland Military Institute will find our response clear, concise and that we meet all the requirements set forth in the RFP. We welcome any questions or concerns and greatly look forward to the opportunity to provide Oakland Military Institute with the products and services to enable a more efficient and effective 21<sup>st</sup> Century learning environment.

Sincerely,

**Dave Zieker**  
Sr. Account Manager  
E-Rate SPIN #143005880  
[dzieker@ams.net](mailto:dzieker@ams.net)  
(925) 245-6160  
C7 License #763508 (Exp. 4/30/2023)



**AMS.NET**  
Technology Solution Provider

# Section 2

Celebrating More Than **25** Years

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800-893-3660



## Project Cost Summary - Oakland Military Institute

### Project Information

Oakland Military Institute - E-Rate 26 - 470 Number 230002903 Cisco Switches - 98406  
 Project # 98406  
 November 28, 2022

### Account Manager

Dave Zieker  
 dzieker@ams.net  
 (925) 245-6160

AMS Quote #	Description	Subtotal	Est. Taxes	Total
Q-00066170	E-Rate 26 Cisco 9200 Catalyst Switches	\$71,798.75	\$6,083.04	\$77,881.79
<b>Totals</b>		\$71,798.75	\$6,083.04	\$77,881.79

Vendor: AMS.NET  
 Address: 502 Commerce Way, Livermore, CA 94551  
 Phone: 925-245-6100  
 SPIN: 143005880



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 925-245-6100 • 925-245-6150 Fax  
 www.ams.net

## Customer Price Quote

**Customer**

Oakland Military Institute  
 2405 West 14th Street  
 Oakland CA, 94607 US  
 ATTN: Tod Weiss

**Ship To**

Oakland Military Institute  
 2405 West 14th Street  
 Oakland, CA 94607  
 ATTN: Tod Weiss

**Quote Description**

E-Rate 26 Cisco 9200 Catalyst Switches

<b>Quote #</b>	<b>#Q-00066170</b>
<b>Project #</b>	98406
<b>Modified</b>	11/14/2022
<b>Account Mgr.</b>	Dave Zieker
<b>AM Phone</b>	(925) 245-6160
<b>AM Email</b>	dzieker@ams.net
<b>Inside Account Mgr.</b>	Chris Gosset
<b>IAM Phone</b>	(925) 245-6159
<b>IAM Email</b>	cgosset@ams.net
<b>Quote Exp.</b>	12/9/2022

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
<b>Cisco Catalyst 9200 48-port PoE+ Switch</b>					
1	<b>C9200-48P-EDU</b> Catalyst 9200 48-port PoE+ only, K12	Cisco Systems Inc.	10.00	\$4,304.65	\$43,046.50
2	<b>PWR-C5-BLANK</b> Config 5 Power Supply Blank	Cisco Systems Inc.	10.00	\$0.00	\$0.00
3	<b>C9200-NW-E-48</b> C9200 Network Essentials, 48-port license	Cisco Systems Inc.	10.00	\$0.00	\$0.00
4	<b>C9200-NM-NONE</b> No Network Module Selected	Cisco Systems Inc.	10.00	\$0.00	\$0.00
5	<b>CAB-TA-NA</b> North America AC Type A Power Cable	Cisco Systems Inc.	10.00	\$0.00	\$0.00
6	<b>C9200-DNA-E-48</b> C9200 Cisco DNA Essentials, 48-Port Term Licenses	Cisco Systems Inc.	10.00	\$0.00	\$0.00
7	<b>C9200-DNA-E-48-3Y</b> C9200 Cisco DNA Essentials, 48-port - 3 Year Term License	Cisco Systems Inc.	10.00	\$745.22	\$7,452.20
8	<b>NETWORK-PNP-LIC</b> Network Plug-n-Play License for zero-touch device deployment	Cisco Systems Inc.	10.00	\$0.00	\$0.00

**Cisco Catalyst 9200 4 x 10G Network Module**



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9	<b>C9200-NM-4X=</b> Catalyst 9200 4 x 10G Network Module	Cisco Systems Inc.	7.00	\$1,330.75	\$9,315.25
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**Cisco Catalyst 9200 and 9200L Stack Module**

10	<b>C9200-STACK-KIT=</b> Cisco Catalyst 9200 and 9200L Stack Module	Cisco Systems Inc.	8.00	\$873.10	\$6,984.80
11	<b>C9200-STACK</b> Catalyst 9200 Stack Module	Cisco Systems Inc.	16.00	\$0.00	\$0.00
12	<b>STACK-T4-50CM</b> 50CM Type 4 Stacking Cable	Cisco Systems Inc.	8.00	\$0.00	\$0.00

**Labor**

13	<b>AMS-NI-LAN-CISCO-EDGE-STACKABLE</b> Labor: Cisco Edge Switch Installation - Stackable	AMS.NET	10.00	\$500.00	\$5,000.00
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**Shipping**

14	<b>AMS-FREIGHT</b> Freight and Handling	None	1.00	\$0.00	\$0.00
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**Order Summary**

Subtotal	\$71,798.75
Adjustment	\$0.00
Estimated Taxes	\$6,083.04
<b>Total</b>	<b>\$77,881.79</b>



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## Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to [service@ams.net](mailto:service@ams.net) A copy of AMS.NET's full RMA policy is available for review online at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

12. The final price of all labor in this quote is contingent upon the customer providing AMS.NET full site access, with keys or a dedicated escort, for a period of at least nine consecutive hours per working day. Any existing pathway being pulled through is assumed to be easily discoverable, and meeting BICSI standards, such as the fill ratio, lack of non-cabling material in the conduit, and appropriate number of LBs. Additionally, any interior wall penetrations are assumed to be drywall or a like material unless otherwise noted in the labor scope for this project. Any deviation from these assumptions may result in additional costs to the customer based on the time added to the project.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at [www.ams.net/services/procurement-and-financing/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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# Section 3

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## PROJECT REFERENCES

### Project Summaries

**Name of Organization: Los Gatos Union School District**

Address: 17010 Roberts Rd., Los Gatos, CA 95032

Contact Person: Matt Mullikin

Email/Phone: mmullikin@lgusd.org, (408) 335-2378

Network & Fiber Upgrade Project

Original contract amount: \$771,000.00

Contract start date: November 2020

Final completion date: June 2021

Los Gatos Union School District leveraged the 1st round of Cares Act funding during the 2020 pandemic and partnered with AMS.NET to complete an ongoing phased network upgrade that was going to wait until the next E-Rate funding cycle. The district had decided to bring all of the students and staff back in February of 2021 but the network environment was not ready to handle to influx of additional devices and bandwidth requirements needed to properly run the business of educating student in the new world we were living in. The most important part of this project was also the most time consuming as the entire fiber optic network needed to be upgraded at all 5 of their school sites to single mode.

AMS.NET worked intimately with the district to define a project plan to get this portion of the project completed with enough time to get key components of the network in place to support 10GB a crossed the network. Once this was completed, we were able to deploy the rest of the project in a normal manner. The project consisted of IDF cabinet upgrades to support the new networking and UPS equipment along with additional Category 6 structured cabling runs to support their new wireless access point locations. Each sites network was fully upgraded with Meraki using MS355's for the access switching and both MR56 / 74's for the wireless infrastructure. The district purchased a 5-year Meraki subscription for management of the environment and for peace of mind since there would be no recurring costs until year 6.

**Name of Organization: Pleasanton Unified School District**

Address: 4750 First Street, Pleasanton, CA 94566

Contact Person: Robert Torres

Email/Phone: rtorres@pleasantonusd.net, (925) 596-9660

Network Refresh

Original contract amount: \$8,600,000.00

Contract start date: April 2020

Final completion date: March 2022

E-Rate Site Billed Entity Number (BEN)- 144214

Project was partially funded with E-Rate and the remaining covered by bond funds.

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## PROJECT REFERENCES

### Project Summaries *(Continued)*

#### Pleasanton Unified School District *(Continued)*

##### Project Description:

- Project included district wide Cisco VOIP deployment with InformaCast paging integration. The District is currently using Cisco collaboration to connect their sites and staff. InformaCast is currently being used through IP speakers and IP phones for mass notification, emergency notification, bell schedules and 911 call tracking.
- Pleasanton Unified School District had not refreshed the switching network in over 10 years and were running a 1G backbone at all school sites. Through use of a local Bond and E-Rate year 22 funding, PUSD was able to completely update the wired network to establish a 40G LAN at each school utilizing a Brocade/Ruckus architecture. To enable the new architecture, a completely new fiber infrastructure needed to be installed to replace the existing multi-mode fiber plant. PUSD worked with AMS.NET to architect a 40G solution that had multi-rate ports in the ToR switches and PoE+ to all ports. This met the Districts 7-10 year architecture goals.
- Prior to E-Rate 23, PUSD asked AMS.NET to provide POC trials with a number of different wireless manufacturers. AMS.NET provided POC hardware and setup assistance for Ruckus and Meraki solutions. In the end, a Meraki solution was chosen by the District. AMS.NET performed extensive site walks at all of the District sites, and along with District staff determined what deployment strategy best served the District's needs. AMS.NET proposed 802.11 AX wireless access points in indoor and outdoor models, providing wireless service to all locations across every campus in the District. AMS.NET proposed to place one access point in every classroom and learning area of each site. Outdoor wireless access points were placed in locations that cover blacktops and play areas and were installed in vandal proof enclosures in order to protect the Districts investment in hardware.

#### **Name of Organization: San Rafael City Schools**

Address: 310 Nova Albion Way, San Rafael, CA 94903

Contact Person: Noel Matthias

Email/Phone: nmatthias@srcs.org, (415) 485-2321

Cisco Wired & Wireless Networking

Original contract amount: \$2,500,000.00

Contract start date: June 2018

Final completion date: Ongoing

San Rafael City Schools serve a diverse community of over 8,000 students and 700 staff users over 3 high schools, 2 middle schools, 7 elementary schools, 3 non-instructional sites. AMS.NET worked with SRCS through budget challenges to incrementally upgrade their wired and wireless network through multiple E-Rate cycles and bond funding. SRCS utilized the SPURR contract for E-Rate and the FOCUS contract for all other purchases as part of this project.

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## PROJECT REFERENCES

### Project Summaries *(Continued)*

#### San Rafael City Schools *(Continued)*

The scope of the project includes:

- Cisco C6800 core switches at both high school data centers for a fully-redundant network and data center core
- Cisco C9300 for LAN cores at each school site
- Cisco Meraki MS425 for LAN fiber aggregation
- Cisco Meraki MS390 and MS250 to provide full PoE and mGig access
- Cisco Meraki WiFi 6 indoor and outdoor APs to support 1:1 wireless

#### **Name of Organization: Tracy Unified School District**

Address: 1975 W Lowell Ave., Tracy, CA 95376

Contact Person: Tom Quiambao

Email/Phone: tquiambao@tusd.net, (209) 830-3282 ext. 1940

Networking Switching Upgrade Project

Original contract amount: \$800,000.00

Contract start date: June 2020

Final completion date: December 2020

E-Rate Site Billed Entity Number (BEN)- 144421

Tracy Unified School District was in the process of annually replacing portions of their end-of-life (EOL) switching hardware, and E-Rate 22 was the last batch of switches that needed to be replaced before the EOL date had been reached. TUSD and AMS.NET worked together to define a concise list of the remaining hardware and provided the switches and interconnect to complete the switch refresh. AMS.NET provided template configurations for each switch and assisted Tracy USD in the configuration and deployment of all hardware.

The last item that needed to be address for TUSD was the core and data center switching infrastructure. The existing core was coming to its EOL date and the District needed assistance planning for a core upgrade. One of the biggest issues faced was the cabling plant for the data center switching terminated at the core switch, and a 7 slot core switch was overloaded with connections making daily maintenance and administration very difficult.

AMS.NET proposed ToR switches in the data center with 100G uplinks to the new core switch, reducing the amount of physical connections into the new core switch by half. The core switch was replaced utilizing a smaller chassis and fewer blades to accomplish the same goal. This implementation also offered TUSD an opportunity to deploy Cisco DNA in their environment. AMS.NET worked with Cisco and TUSD to provide a base installation of Cisco DNA that will continue to grow into the future.



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## PROJECT REFERENCES

### Project Summaries *(Continued)*

#### Tracy Unified School District *(Continued)*

The scope of the project included:

- DNA Center – In keeping with the established technology roadmap, Tracy USD along with AMS.NET have begun to implement Cisco DNA Center to enable Assurance across the wired and wireless infrastructure. This is the first stage in establishing a zero-trust environment which is a primary focus and business driver within the District.
- PAN Cortex and DNS – Broadened the security fabric to include Palo Alto Networks Cortex and DNS security applications to provide best in class endpoint security and intelligence.
- Wireless - AMS.NET performed extensive site walks at District identified sites, and along with District staff determined what deployment strategy best served the District's needs. AMS.NET proposed 802.11 AX wireless access points in indoor and outdoor models, providing wireless service to all locations across every campus in the District. AMS.NET proposed to place one access point in every classroom and learning area of each site. Outdoor wireless access points were placed in locations that cover blacktops and play areas and were installed in vandal proof enclosures in order to protect the Districts investment in hardware.



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# Section 4

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## ABOUT US

### About Us

AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 30 years. The company was established more than two decades ago to provide technical support to local school districts in California. Today, AMS.NET provides education, local government and businesses a comprehensive technology solution including design, implementation and support services.

With a consultative approach, consideration is taken to understanding technology requirements, existing equipment, industry, growth plan and budget. Leveraging proven and emerging technologies through leading manufacturers, AMS.NET's certified engineers' architect a solution that supports your initiatives and allows for future growth.

Prior to implementation, we can provide complete structured wiring services and post deployment, a host of managed services and maintenance plans to ensure your network and equipment are running at optimum performance.

Many financing options are available. With experience in the public sector around procurement vehicles, E-rate expertise and leasing options, we can make recommendations specific to your industry and technology solution.

Our extensive reference list is a tribute to our ability to successfully design, manage and implement technology solutions that support your initiatives. With more than 30 years of successfully providing technology solutions, you can be assured that we have the capability, experience and stability to be your trusted partner. And we'll be here for future needs!



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# AMS.NET

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## AMS.NET versus the Competition

- Established proven partner in your vertical
- 120+ employees throughout the state of California
- Multi-vendor network support
- Complete architecture solutions
- Elite manufacturer partnerships– Cisco Gold Partner since 2007
- Skilled and Certified Engineers- CCIE's in networking, security, voice
- Advanced manufacturer technology specializations
- Structured cabling- C-7 Contractor and RCCD Certified
- Certified project management – PMP Certification
- Executive management accessibility regardless of the customer size





**AMS.NET**

Technology Solution Provider

## COMPANY FACTS

### General Info

Legal Name: AMS.NET Inc.  
 Type: Delaware Corporation  
 Tax ID: 94-3291626  
 Principal Owner: Robert Tocci  
 Years in Business: 34 Years  
 Number of Employees: 150  
 Website: www.ams.net  
 Email: sales@ams.net  
 Phone: 800-893-3660/925-245-6100  
 Fax: 925-245-6150

*Locations:*

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812  
 Sacramento Regional Office: 5008 Donovan Drive  
 Carmichael, CA 95608 Phone 800-893-3660  
 Central Valley Regional Office: 1155 East North Avenue, Suite 106  
 Fresno, CA 93725, Phone 559-733-1641  
 Southern California Regional Offices: 12405 East Slauson Ave, Unit K,  
 Whittier, CA 90606, Phone 800-893-3660

### License and Procurement

**DIR#:** 1000001046 Expires 6/30/25  
**FCC RN:** 0012300554  
**Contractor License C-7:**  
 763508 Expires 4/30/24  
**DUNS#:** 556116234  
**Microsoft MCSE's:** 1673446, 2056976  
**Procurement:** E-Rate: SPIN 143005880  
 Merced County FOCUS Contract: #2021092  
 SPURR Master Contract/ PEPPM Contract  
 SLP Agreement- Zoom, Rubrik  
**NASPO Contracts-** Cisco, HPE, Ruckus,  
 Pure Storage, Palo Alto Networks

**Cisco GSA Contract:** GS-35F-0349S, Expires 4/4/26

<b>CMAS Contracts-</b>	EMC	VMware
APC	Extron	Berk-Tek
Arecont Vision	Fortinet	Chatsworth
Aruba/HPE	HP	Corning
Avigilon	Nimble Storage	General Cable
Bosch	Palo Alto Networks	Hitachi
Samsung	Rubrik	Leviton
Hanwha Techwin	Ruckus Wireless	Ortronics
Cisco	TrippLite	Panduit
Cohesity	Veeam	Superior Essex
Eaton	Verkada	Labor

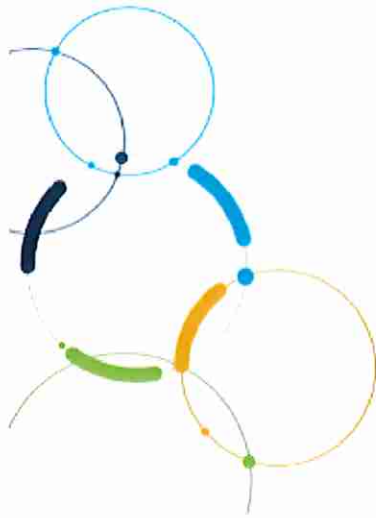
### Certifications and Specializations

Cisco Gold Certified Partner/  
 Cisco Meraki Partner  
*Cisco Specializations:*

- Advanced Data Center Architecture
- Advanced Collaboration Architecture
- Advanced Security Architecture
- Advanced Enterprise Network Architecture
- Collaboration SaaS Authorization
- Customer Satisfaction Excellence
- Customer Experience Specialized

*Partial Manufacturer List:*

Aruba HPE Platinum Partner, HPE Partner, Ruckus Elite Partner, Baicells, Palo Alto Networks, Fortinet, Barracuda, Arctic Wolf, Sentinel One, Pure Storage, Wasabi, Iland, IBM, Arista Networks Cohesity, Rubrik, Veeam Silver Pro Partner, VMware Partner, Singlewire, FrontRow, Class Connection, AtlasLED, Extron, Advanced Network Devices, Avigilon, Verkada, Qognify, Ava, Openpath, SALTO Systems, Zoom, Poly, Tripp Lite, N1 Critical Technologies, APC, Panduit, General Cable, Leviton, Berk-Tek, Ortronics, Hoffman, Chatsworth, Superior Essex



# Gold Integrator

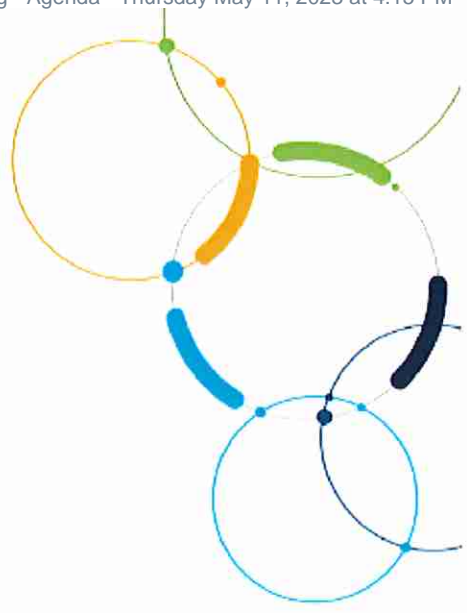
Awarded to: **AMS.NET**

Country: **USA**

Valid Until: **January 24, 2023**

Validate this certificate by searching company name and location at [cisco.com/go/partnerlocator](https://cisco.com/go/partnerlocator).

Certificate generated on January 19, 2022





**AMS.NET**  
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## CONTRACTORS C-7 INFORMATION

### C-7 Contractors Bond - *Continued*

#### Business Information

AMS.NET INC  
502 COMMERCE WAY  
LIVERMORE, CA 94550  
Business Phone Number:(925) 245-6100

**Entity** Corporation  
**Issue Date** 05/24/1999  
**Reissue Date** 04/12/2000  
**Expire Date** 04/30/2024

#### License Status

This license is current and active.

All information below should be reviewed.

#### Classifications

[C-7 - LOW VOLTAGE SYSTEMS](#)

#### Bonding Information

##### Contractor's Bond

This license filed a Contractor's Bond with [HANOVER INSURANCE COMPANY](#).

**Bond Number:** 1031231

**Bond Amount:** \$15,000

**Effective Date:** 01/01/2016

[Contractor's Bond History](#)

##### Bond of Qualifying Individual

The qualifying individual ROBERT MICHAEL TOCCI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 04/12/2000

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## CONTRACTORS C-7 INFORMATION

### C-7 Contractors License

STATE OF CALIFORNIA  
**dca**  
 DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS  
 STATE LICENSE BOARD  
 ACTIVE LICENSE



License Number **763508**      Entity **CORP**

Business Name **AMS.NET INC**

Classification(s) **C-7**

Expiration Date **04/30/2024**      [www.cslb.ca.gov](http://www.cslb.ca.gov)



### C-7 Responsible Managing Officer

#### BOND OF QUALIFYING INDIVIDUAL

1. The Responsible Managing Officer (RMO) TOCCI ROBERT MICHAEL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.  
**Effective Date: 04/12/2000**



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## FCC RED LIGHT DISPLAY SYSTEM

### AMS.NET's FCC Red Light Display System Status

The Red Light Rule was adopted as part of the Federal Communication Commission's ongoing effort to implement the Debt Collection Improvement Act, which provides that the Commission checks to determine whether entities or individuals seeking licenses or other benefits from the FCC are delinquent in debt owed to the Commission. The Red Light Display System displays the current Green status of AMS.NET (FRN #0012300554).

#### Red Light Display System View

[FCC](#) | [Fees](#) | Red Light Display System

< [FCC Site Map](#)

Logged in as FRN: AMS.NET, Inc. (0012300554) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

1/10/2022 11:06 AM

#### Current Status of FRN 0012300554

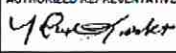
**STATUS: Green**

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 01/10/2022 at 6:32 AM; it is updated once each business day at about 7 a.m., ET.



EVIDENCE OF COVERAGE

Client#: 443449		AMSNEINC		DATE (MM/DD/YYYY) 8/24/2022		
<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).						
<b>PRODUCER</b> Marsh & McLennan Agency LLC Marsh & McLennan Ins Agency LLC 1340 Treat Blvd #250 Walnut Creek, CA 94597			<b>CONTACT NAME:</b> Felicia McArroy <b>PHONE (A/C No. Ext):</b> 925 482-9337 <b>FAX (A/C No.):</b> 925 482-9390 <b>E-MAIL ADDRESS:</b> Felicia.McArroy@MarshMMA.com			
<b>INSURED</b> AMS.NET, INC 502 Commerce Way Livermore, CA 94551-7812			<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Atlantic Specialty Insurance Company      NAIC # 27154 INSURER B: Republic Indemnity Company of America      22179 INSURER C: INSURER D: INSURER E: INSURER F:			
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSTR LTR	TYPE OF INSURANCE	ADDL SUBR NBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7110086830017	08/24/2022	08/24/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Compl/Coil: \$1,000 Ded.		7110086830017	08/24/2022	08/24/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$		7110086830017	08/24/2022	08/24/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in N/A) If Y, describe under DESCRIPTION OF OPERATIONS below		16039219	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property of Others		7110086830017	08/24/2022	08/24/2023	\$100,000 Limit
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Evidence of Insurance.						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
Evidence of Coverage			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 			
© 1988-2015 ACORD CORPORATION. All rights reserved.						
ACORD 25 (2016/03) 1 of 1		The ACORD name and logo are registered marks of ACORD		WBFZM		
#S11665038/M11664733						





**AMS.NET**  
Technology Solution Provider

DEPARTMENT OF INDUSTRIAL RELATIONS

**AMS.NET’s Department of Industrial Relations**

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. AMS.NET is a DIR registered contractor (DIR #1000001046).

**Department of Industrial Relations System View**



**Contractor Information**

**Legal Entity Name**  
AMS.NET, INC.  
**Legal Entity Type**  
Corporation  
**Status**  
Active  
**Registration Number**  
1000001046  
**Registration effective date**  
07/01/22  
**Registration expiration date**  
06/30/25  
**Mailing Address**  
502 COMMERCE WAY LIVERMORE 94551 CA United States of America  
**Physical Address**  
502 COMMERCE WAY LIVERMORE 94551 CA United States of America  
**Email Address**  
dmonaghan@ams.net  
**Trade Name/DBA**  
**License Number (s)**  
CSLB:763508

**Legal Entity Information**

<b>Corporation Entity Number:</b>	097642448
<b>Federal Employment Identification Number:</b>	943291626
<b>President Name:</b>	Robert Tocci
<b>Vice President Name:</b>	John Stott
<b>Treasurer Name:</b>	Diana Monaghan
<b>Secretary Name:</b>	Diana Monaghan
<b>CEO Name:</b>	
<b>Agency for Service:</b>	
<b>Agent of Service Name:</b>	Diana Monaghan
<b>Agent of Service Mailing Address:</b>	502 Commerce Way Livermore 94551 CA United States of America



## SPAC FILING

### Service Provider Annual Certification (SPAC)

A service provider must submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with program rules. Below is proof captured from the SLD website.

**Purpose of Form:** Form 473 is used by the service provider each funding year to certify that it will comply with FCC rules concerning invoicing and documentation. The certifications apply to the entire funding year and are required before USAC will pay invoices. A service provider may submit one Form 473 for all Service Provider Identification Numbers (SPINs) assigned to it.

### SLD SPAC Filing Proof

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143005880	AMS.NET, Inc.	AMS.NET, Inc.	Robert Tocci	502 Commerce Way, Livermore, CA 94551	925245-6100		1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022



**AMS.NET**  
Technology Solution Provider

## AMS.NET E-RATE BILLING PROCESS

AMS.NET, Inc. (also to be referenced as the Service Provider) has developed processes to bill E-Rate projects that best suits their customer needs. We are set up to accommodate both SPI and BEAR billings.

SPI billings will occur on a regular basis and AMS.NET, Inc. will invoice the SLD their portion of committed amount and the customer their portion.

AMS.NET, Inc. agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the USAC via the Form 474 Service Provider (SPI). The customer will only be responsible for paying its non-discounted share of the costs and does not intend to use the BEAR process (Form 472). The maximum percentage the customer will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a funding commitment decision letter from the SLD and submission and certification of Form 486, the customer shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the company decide that it is in the best interests of the company to file a Form 472, the customer will inform AMS.NET, Inc. of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the customer will only be responsible for paying its non-discounted share.

AMS.NET, Inc. will bill your company directly for a BEAR billing. Companies will pay the full amount of the invoice until all steps of the discount process below have taken place:

- A. **You must have received your FCDL (Funding Commitment Decision Letter) from the SLD / E-Rate people.**
- B. **You must file your Form 486.** [The form 486 lets the E-Rate people know that the services have begun and that they may begin paying the invoices. The SLD cannot process a payment related to a Funding Request Number (FRN) unless a properly completed Form 486 has been submitted by the Library and approved by the SLD for that FRN]
- C. **The form 486 must be approved by the SLD before AMS.NET, Inc. can apply the discount and credit your bill.** When AMS.NET, Inc. is notified by the SLD that your form 486 has been approved, AMS.NET, Inc. will credit your bill with your approved funding. It takes two billing periods for the discount to appear on your bill. Depending on timing of your 486 approval, it could be the next month or two months later that you see your discount on your AMS.NET, Inc. bill.

AMS.NET, Inc. bills the total monthly charges and the E-Rate discount which does net to the discounted amount, but we do not bill just the discounted amount. It takes two billing periods for the discounts to appear so depending on timing, it could be the next month or two months later.

**A Note regarding BEAR Forms:** Companies who prefer to pay their invoices and file BEAR forms for reimbursement – can continue to do so; however, a company cannot both file a BEAR form and request a billing discount on the same FRN in the same funding year. That is, you will either file BEAR forms for reimbursement – or – request a billing discount; but not both.



# AMS.NET

Technology Solution Provider

**800-893-3660 · [www.ams.net](http://www.ams.net)**

Corporate Headquarters - 502 Commerce Way, Livermore, CA 94551  
Central Valley Regional Office- 1155 East North Ave., Suite 106, Fresno CA 93725  
Sacramento Regional Office- 5008 Donovan Drive, Carmichael, CA 95608  
Southern California Regional Office- 12405 East Slauson Avenue, Unit K, Whittier, CA 90606

# Coversheet

## 2023-2024 Board Meeting Dates DRAFT

**Section:** V. Information/Discussion Items  
**Item:** C. 2023-2024 Board Meeting Dates DRAFT  
**Purpose:**  
**Submitted by:** Mary Streshly  
**Related Material:** OMI FY 2023-2024 Board Meetings Schedule as of 04182023.pdf

### BACKGROUND:

These are the proposed board meeting dates for the 2023-2024 academic year.

### RECOMMENDATION:

The OMI staff ask the board to consider the dates listed as the official dates for board meetings for 2023-2024 academic year. Also, OMI staff asks for guidance on including/excluding an additional meeting date (April 11, 2024)

## OMI FY 2023-2024 Board Meetings Schedule

### July, 2023 *No Board Meeting*

1. August 10, 2023 *Regular Board Meeting* (4:15pm)
  - a. Report Jun & Jul Fiscal Activity
2. Sept 14, 2023 *Regular Board Meeting* (4:15pm)
  - a. Report Aug Fiscal Activity
  - b. Unaudited actuals (OUSD)

### Oct, 2023 *No Board Meeting*

3. November 16, 2023 *Regular Board Meeting* (4:15pm)
  - a. Report Sep & Oct Fiscal Activity
4. December 14, 2023 *Regular Board Meeting* (4:15pm)
  - a. Report Nov Fiscal Activity
  - b. 1<sup>st</sup> Interim Report & Presentation

### Jan, 2024 *No Board Meeting*

5. February 15, 2024 *Regular Board Meeting* (4:15pm)
  - a. Report Dec & Jan Fiscal Activity
6. March 14, 2024 *Regular Board Meeting* (4:15pm)
  - a. Report Feb Fiscal Activity
  - b. 2<sup>nd</sup> Interim Report & Presentation
7. \* April 11, 2024 *Regular Board Meeting* (4:15pm) \* possible additional reduction
  - a. Report March Fiscal Activity
8. May 16, 2024 *Regular Board Meeting* (4:15pm)
  - a. Report April Fiscal Activity
9. June 6, 2024 *Regular Board Meeting* (4:15pm)
  - a. 1<sup>st</sup> Interim Report & Presentation
  - b. MYP Budget FY 24-25 & Presentation
10. June 20, 2024 *Regular Board Meeting* (4:15pm)
  - a. Report May Fiscal Activity

# Coversheet

## Student Board Member Selection for 23-24 School Year

**Section:** V. Information/Discussion Items  
**Item:** D. Student Board Member Selection for 23-24 School Year  
**Purpose:**  
**Submitted by:** Thomas James

**BACKGROUND:**

C/1LT Tsung Lin Tsai will be the primary representative to the BOD. Commander of Cadets, C/1LT Ryan Ton will serve as first alternate.

# Coversheet

## Education Protection Account Expenditure Summary

**Section:** V. Information/Discussion Items  
**Item:** E. Education Protection Account Expenditure Summary  
**Purpose:**  
**Submitted by:** Vincent Salazar  
**Related Material:** Education Protection Account Expenditure Summary 2022-2023.pdf

### BACKGROUND:

The OMI Education Protection Account (EPA) expenditures for Fiscal Year 2022-2023 reporting requirement is based on the voters' approval of Proposition 30 in November 2012 added language to the California Constitution (specifically Article XIII, Section 36) creating in the state General Fund an Education Protection Account (EPA) to receive and disburse revenues generated by Proposition 30 tax increases through the end of 2018. The added language requires all school district, county office, and charter school governing boards to determine and approve how EPA revenues are expended.

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

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

Total EPA Expenditures \$1,249,474.00

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

### RECOMMENDATION:

The CFO recommends the OMI Board of Directors approve the 2022-23 Education Protection Account (EPA) Expenditure Summary.



**Oakland Military Institute College Preparatory Academy**  
**Education Protection Account Expenditure Summary**  
**Fiscal Year 2022-23**  
**General Fund, Resource 1400**

Description	Function	Amount
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
(Objects 1000-7999)		
Instruction	1000-1999	1,470,438.00
Instruction-Related Services		
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
County Office of Education Only		
County Services to Districts (without regard to Function) (Goal 8600)	various	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>1,470,438.00</b>
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance (Objects 9791-9795)		0.00
Revenue Limit Sources (Object 8012)		1,470,438.00
<b>TOTAL AVAILABLE</b>		<b>1,470,438.00</b>
<b>BALANCE (Total Available minus Expenditures &amp; Other Financing Uses)</b>		<b>0.00</b>

# Coversheet

## Action/First Reading: Superintendent Contract Approval Limit Policy

**Section:** VI. Action Items  
**Item:** A. Action/First Reading: Superintendent Contract Approval Limit Policy  
**Purpose:**  
**Submitted by:** Mary Streshly  
**Related Material:** Superintendent Contract Approval Policy F002.pdf

### BACKGROUND:

In order for the board to contemplate reducing the number of meetings per year, the superintendent will need to have the authority to approve contracts above \$10,000 [the current approval limit] in a timely manner on months the board does not meet. The increased spending authority will include the provisions that the superintendent notify the Board President in advance of contract approvals above \$20,000 and that all contracts still come before the board for ratification. It is the recommendation of the superintendent that the board review the proposed increased spending authority range - between \$50,000-\$75,000 and provide direction on the preferred limit. The policy will then be brought back to the back for a 2nd reading/action in June.

Board Policy No F002

Superintendent Contract Approval Limit Policy

**Superintendent Contract Approval limit Policy**

The Board of Directors (“Board”) of the Oakland Military Institute College Preparatory Academy (OMI) recognizes the need for an adequate Superintendent Contract Approval Limit Policy to ensure the long-term financial stability of the organization and position it to respond to operational needs due to conditions and changes affecting the organization’s ability to continue with daily operations. A Board-adopted Superintendent Contract Approval limit Policy will ensure the long-term sustainability of the organization by allowing timely approval of projects or acquisitions of supplies and services required to maintain safety, and uninterrupted academic services.

The current verbal Superintendent Contract Approval limit Policy of \$10,000.00 to be revised to the new amount to be determined by the Board between \$50,000.00 to \$75,000.00, which will be sufficient to:

1. Timely repairs to equipment and facilities.
2. Allow OMI to respond to unanticipated opportunities, such as acquiring new services, supplies, contracted personnel.
3. Provide program maintenance and upgrades, furniture and equipment replacements, capital outlay.

The increased spending authority includes the provisions that the superintendent notify the Board President in advance of contract proposals above \$20,000 and that all contracts still come before the board for ratification. Moreover, in determining the ongoing, appropriate target for overall Superintendent Contract Approval limit Policy, the Board will continue to monitor potential impact on OMI’s finances including the predictability of expenditures, projected program and operational needs to determine if initial revised set amount is appropriate to provide proper approval and oversight by the Board.

The policy will require for the Superintendent to comply with The *Public Contract Code (PCC)* Section 20111(a) requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000, adjusted for inflation, to the lowest responsible Contracts subject to competitive bidding bidder. Include:

Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district.

Services that are not construction services.

Repairs, including maintenance as defined in *PCC* Section 20115, that are not public projects as defined in *PCC* Section 22002(c).

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Policy Number:

Section: Business & Noninstructional Operations

Adoption Date:

Revised Date:

# Coversheet

## Approve Graduation Requirement Adjustment [Military Science Credit]

**Section:** VI. Action Items  
**Item:** B. Approve Graduation Requirement Adjustment [Military Science Credit]  
**Purpose:**  
**Submitted by:** Mary Streshly  
**Related Material:** Grad REQs revise 051123.docx.pdf

### BACKGROUND:

Staff is not asking for a change in OMI graduation requirements, but an approval for a format change. This revision is due to a technicality based on Aeries transcript coding needs. Our current policy reflects Military Science standing "in lieu" of PE for 30 credits, but technically because PE is a state requirement, it needs to be reflected separately as a graduation requirement, but as an overlapping credit coded in the Aeries system because of our Military Science requirement.

### RECOMMENDATION:

In consultation with our data consultant, we agreed that it would be best to have the board approve the graduation requirements that more accurately reflects both the PE and Military Science requirements.

Sincerely,

### OMI GRADUATION REQUIREMENTS Class of 2023, 2024, 2025, 2026

	Class of 2023		Class of 2024		Class of 2025		Class of 2026	
UC a-g Categories (earned C+ or above)	OMI Graduation Requirements	Credits	OMI Graduation Requirements	Credits	OMI Graduation Requirements	Credits	OMI Graduation Requirements	Credits
<b>a (20)</b>	History	30	History	30	History	30	History	30
<b>b (40)</b>	English	40	English	40	English	40	English	40
<b>c (30)</b>	Math	30	Math	30	Math	30	Math	30
<b>d (20)</b>	Science	20	<i>Science</i>	20	<i>Science</i>	20	<i>Science*</i>	30
<b>e (20)</b>	World Language	20	World Language	20	World Language	20	World Language	20
							Ethnic Studies*	10
<b>f (10)</b>	Vis/Perf Arts	10	Vis/Perf Arts	10	Vis/Perf Arts	10	Vis/Perf Arts	10
<b>g (10)</b>	<i>Military Science</i>	40	<i>Military Science</i>	20	<i>Military Science</i>	20	<i>Military Science</i>	20
	<i>Elective</i>	10	<i>PE (milsci, student leaders)</i>	20	<i>PE (milsci, student leaders)</i>	20	<i>PE (milsci, sports, stu leaders)</i>	20
	<i>PE</i>	20	Elective	30	Elective	30	Elective	10
	<b>TTL</b>	<b>220</b>	<b>TTL</b>	<b>220</b>	<b>TTL</b>	<b>220</b>	<b>TTL</b>	<b>220</b>

Board Approved [TBD - May 11, 2023]

### **\*Ethnic Studies**

Per AB 101 [2021], schools are required to add a semester-long Ethnic Studies courses as a requirement for graduation.

### **\*Add back 3-years of UC/CSU A-G Science Courses as requirement for graduation**

Delay of 3 year science requirement an additional year to allow time for science pathway and course development

### **Alternate Graduation Pathways**

#### **\*Assembly Bill (AB) 167/216 Foster Youth**

- Right to State Graduation requirements only: 130 credits in specified classes
- Right to a 5th year to complete graduation requirement

#### **\*California AB 1806 (2014) (Ca. Code §§51225.1 and 51225.2) [Mckinney Vento]**

- State Graduation requirements only: 130 credits for students experiencing homelessness

#### **\*California SB 532 (2022)**

- Homeless Right to a 5th year if credit deficient

#### **\*SB 74 - Alternative Graduation Pathways for Special Education based on IEP**

- *A newly defined high school alternate diploma-pathway exclusively for students with significant cognitive disabilities, that allows high school diploma attainment through meeting state minimum course requirements [130 credits in specified courses] using California's Alternate Achievement Standards, and that also meets federal graduation criteria for state accountability;*
- *Equitable access across all California local educational agencies (LEAs) to an existing diploma-pathway option that only requires meeting the minimum state standards for graduation [130 credits in state specified courses] and not additional local requirements. This allowance should be determined on an individual student basis with the IEP team expectation always starting with how a student can meet all state and local requirements for graduation. This opportunity would allow for the IEP team to carefully determine that the student would benefit from only meeting state (and not local) minimum graduation requirements, and to essentially waive local requirements for graduation;*

## Coversheet

### Approve Governing Board Member Terms (Breckenridge, Brown, Baldwin, Wire, Washington)

**Section:** VI. Action Items  
**Item:** C. Approve Governing Board Member Terms (Breckenridge, Brown, Baldwin, Wire, Washington)  
**Purpose:**  
**Submitted by:** Mary Streshly  
**Related Material:** Approve Governing Board Member Terms May 11, 2023 BM (2).pdf

#### BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy board bylaws provide that appointed board members serve for two (2) year terms with no term limits. The OMI Board has established board member terms so that the positions are staggered and for all terms to begin July 1 in alignment with the school's fiscal year.

#### RECOMMENDATION:

Staff recommends that the OMI Board of Directors renew the following board member terms for a period of two years.



# OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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

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## Action Item

### Approve Governing Board Member Terms

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**Background:** The Oakland Military Institute (OMI) College Preparatory Academy board bylaws provide that appointed board members serve for two (2) year terms with no term limits. The OMI Board has established board member terms so that the positions are staggered and for all terms to begin July 1 in alignment with the school's fiscal year.

**Recommendation:** Staff recommends that the OMI Board of Directors renew the following board member terms for a period of two years. Terms shall be recommended for automatic renewal every two years unless the Board Chairperson is notified of a resignation.

Board Member	Term
Hon. Edmund G. Brown	July 1, 2023 - June 30, 2025
MG David Baldwin	July 1, 2023 - June 30, 2025
Admiral Jody Breckenridge	July 1, 2023 - June 30, 2025
Joseph Wire	July 1, 2023 - June 30, 2025
Anne Campbell Washington	December 15, 2022 - June 30, 2025

*From the office of Dr. Mary E. Streshly, Superintendent, Oakland Military Institute College Preparatory Academy*



# Coversheet

## Approve Appointment of Board Officers

**Section:** VI. Action Items  
**Item:** D. Approve Appointment of Board Officers  
**Purpose:**  
**Submitted by:** Mary Streshly  
**Related Material:** Appointment of Board Officers May 11, 2023 BM (2).pdf

### BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy board bylaws require that officers of the corporation be chosen annually. The bylaws further state that the *“officers of the Corporation shall be a Chief Executive Officer, A Secretary, and a Chief Financial Officer. The Corporation, at the Board’s direction, may also have a Chairman of the Board and a Vice-Chair. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification. Except for the Chairman of the Board and the Vice-Chair, officers shall not also be directors (Board members).”*

### RECOMMENDATION:

Staff recommends that the OMI Board of Directors select the following Individuals as corporate officers.



# OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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

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## Action Item

### Appointment of Board Officers

---

**Background:** The Oakland Military Institute (OMI) College Preparatory Academy board bylaws require that officers of the corporation be chosen annually. The bylaws further state that the *“officers of the Corporation shall be a Chief Executive Officer, A Secretary, and a Chief Financial Officer. The Corporation, at the Board’s direction, may also have a Chairman of the Board and a Vice-Chair. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification. Except for the Chairman of the Board and the Vice-Chair, officers shall not also be directors (Board members).”*

**Recommendation:** Staff recommends that the OMI Board of Directors select the following Individuals as corporate officers.

Office	Name
Chief Executive Officer	Dr. Mary E. Streshly
Board Secretary	Anne Campbell Washington
Chief Financial Officer	TBD
Chairman of the Board	Hon. Edmund G. Brown
Vice Chair	MG David Baldwin

*From the office of Dr. Mary E. Streshly, Superintendent, Oakland Military Institute College Preparatory Academy*