



Oakland Military Institute, College Preparatory Academy

Regular Board Meeting

Published on August 7, 2023 at 3:54 PM PDT
Amended on August 10, 2023 at 9:03 AM PDT

Date and Time

Thursday August 10, 2023 at 3:45 PM PDT

Location

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

Room: B104

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. 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.

Agenda

	Presenter	Time
I. Open Session		
II. Opening Items		3:45 PM
A. Roll Call		1 m
B. Call the Meeting to Order		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 3:45 PM, or as soon thereafter as possible.		
C. Public Comment		6 m
INVITATION TO ADDRESS THE BOARD: Non-agenda, agenda, and Closed Session items.		
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.		
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.		
If anyone has any questions or concerns please contact the Executive Assistant to the Superintendent Mr. Carlos Rodriguez at crodriguez@omiacademy.org .		
D. Ordering of the Agenda		2 m
III. Approval of Consent Items		3:55 PM
A. Minutes of June 22, 2023 Regular Meeting	Carlos Rodriguez	2 m
B. OMI Bank Account Activity (May 1, 2023 -August 4, 2023)	Jacque Eischens	10 m
C. Personnel Report	Kathryn Wong	5 m

Presenter Time

D. New Contracts JacquE Eischens 10 m

IV. Student Board Member Report

V. Superintendent's Update 4:22 PM

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

- 2023-2024 New School Year Start Up-
 - Management Organizational Chart.

A. Management Organizational Chart Mary Streshly 10 m

VI. Information/Discussion Items 4:32 PM

A. Cashflow Update JacquE Eischens 10 m

B. After School Program Update Mary Streshly 5 m

C. Hybrid Regular Board Meetings Mary Streshly 5 m

D. CCEE x OMI- Conclusion of Engagement Mary Streshly 5 m

E. First Alarm Contract and Safetight Security Thomas James 10 m

F. Initial CAASPP Results Shann Chu 10 m

VII. Action Items 5:17 PM

A. First Reading: Gifts, Grants, and Bequests Board Policy JacquE Eischens 10 m

B. Revised 2023-2024 Student Handbook Thomas James 10 m

C. LCAP Local Indicators Shann Chu 10 m

VIII. Board Member Comments

IX. Closing Items 5:47 PM

A. Adjourn Meeting 1 m

Coversheet

Minutes of June 22, 2023 Regular Meeting

Section: III. Approval of Consent Items
Item: A. Minutes of June 22, 2023 Regular Meeting
Purpose: Approve Minutes
Submitted by: Carlos Rodriguez
Related Material: Minutes for Regular Board Meeting on June 22, 2023

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on June 22, 2023.

RECOMMENDATION:

The OMI Board of Directors approve the attached minutes for the Regular Board Meeting held on June 22, 2023.

APPROVED



Oakland Military Institute, College Preparatory Academy

Minutes

Regular Board Meeting

Date and Time

Thursday June 22, 2023 at 4:15 PM

Location

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

Room: B104

Teleconference: 415-827-4505

Teleconference: 1522 Terracina Dr El Dorado Hills, CA 95762

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. 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.

Directors Present

A. Campbell Washington, D. Baldwin (remote), D. Clisham, J. Breckenridge (remote), J. Brown, M. Mares

Directors Absent

J. Wire

Guests Present

6 other participants joined, C. Rodriguez, J. Eischens, K. Wong, M. Streshly, S. Chu, S. Lipsey, T. James

I. Opening Items

A. Roll Call

B. Call the Meeting to Order

J. Brown called a meeting of the board of directors of Oakland Military Institute, College Preparatory Academy to order on Thursday Jun 22, 2023 at 4:27 PM.

C. Public Comment

There were no public comments.

D. Ordering of the Agenda

D. Clisham made a motion to maintain the order of the agenda as was presented.

M. Mares seconded the motion.

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

Roll Call

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

II. Approval of Consent Items

A. Minutes of June 8, 2023 Regular Meeting

M. Mares made a motion to approve the minutes from Regular Board Meeting on 06-08-23.

D. Baldwin seconded the motion.

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

Roll Call

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

B. OMI Bank Account Activity (May 1, 2023 -May 31, 2023)

M. Mares made a motion to review and approve the OMI Bank Account activity for May 1-May 31, 2023.

D. Baldwin seconded the motion.

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

Roll Call

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

C. Personnel Report

M. Mares made a motion to approve the personnel report.

D. Baldwin seconded the motion.

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

Roll Call

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

D. New Contracts

M. Mares made a motion to review, discuss, and approve the new contracts.

D. Baldwin seconded the motion.

Marc Mares had a question about the online material. Marc Mares noticed that there is a heavy component of online curriculum and wanted to know if OMI had data that supported keeping online material.

Dr. Streshly explained what every online component was going to be used for and how it is incorporated into the daily lessons for each student.

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

Roll Call

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

E. Cafeteria Aide Job Description/Salary Schedule

M. Mares made a motion to discuss and approve the cafeteria aide job description and salary schedule.

D. Baldwin seconded the motion.

Marc Mares also had a question about the cafeteria aide and who will be their supervisor because in the contract it says the CFO will be their supervisor.

Dr. Streshly acknowledged that the supervisor of the cafeteria aide would be CMSgt Thomas James, who is the Commandant and acting CFO.

Admiral Jody Breckenridge asked about the duties that the cafeteria aide was going to have to perform. Dr. Streshly explained that due to the kitchen not being able to used to cook food yet, the cafeteria aide position was created to be in conjunction to the food contract OMI has currently. The current contractor will be transitioned to an OMI employee and fill the cafeteria aide position.

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

Roll Call

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

III. Superintendent's Update

A. Fiscal Organizational Chart

The board asked the OMI staff to provide them with a fiscal office organization chart that would describe what responsibilities will be handled by whom.

Jacque Eischens joined the OMI staff and the Board in person for the board meeting. She explained that the flowchart shown exhibits that practices that the OMI fiscal office adheres to.

The individuals involved are Jacque Eischens, Kathryn Wong, CMSgt Thomas James, SGT Jose Hernandez, and Executive Assistant to the Superintendent, Carlos Rodriguez.

The financial services org chart that was shown gave a further breakdown of the responsibilities for each person mentioned above. Some responsibilities include payroll, account receivables/payables and printing checks to name a few.

OMI will be using the extensive knowledge of each of the individuals above of their field and combining them to make the financial office run smoothly. SGT Jose Hernandez's knowledge of contracts enables the finance office to get the most accurate and favorable contracts. CMSgt Thomas James' ability to lead and knowledge of compliance helps with the synchronicity of the office. Carlos Rodriguez's ability to learn new things quickly and the years of assistant experience/vendor requisition experience allows for nothing to fall through the cracks.

IV. Information/Discussion Items

A. Cashflow Update

Jacque gave the OMI Board an overview of 18 months of cashflow projection.

The biggest difference that could be seen in the cashflow comparison was the month of April. This April, looked to be the biggest disparity because of OMI receiving significant funds in attendance relief but the upcoming April will not have that. OMI will also receive one time funding in May that will not be given in the next year.

Jacque displayed the major funding allocation schedule that comes monthly and quarterly and broke down the funds that come in which period.

The Cashflow update will include a bundle of months sometimes at certain board meetings to accommodate for the months in which board meetings will not take place.

B. Recruitment/Enrollment

CMSgt Thomas James gave the updated cadet recruiting update and gave key dates that OMI will monitor to have the best outcome for recruitment like the June and July entrance camps and the candidate introductions.

So far, 257 families have accepted offers to enter candidacy and there have been a total of 552 total interactions pertaining to applications.

78 new candidates have completed the entrance camp in June and have graduated to being cadets. The next camp is in July and some of the candidates that could not attend or did not complete the June camp will have a chance to complete the July camp.

CMSgt James mentioned that there was a 92% of cadets returning to the school for the upcoming academic year. The projected number of cadets would be 535.

C. OMI Course Catalog

Shawna Lipsey gave a breakdown of the courses that OMI will be offering in the 2023-2024 academic school year.

This course catalog was made to give information to the families and the cadets so they can see what courses are being offered with descriptions, what grade the classes correspond to, how long the class is offered, and what requirements the classes satisfy.

Marc Mares mentioned that he saw that there was an "Advanced Placement" tag for Grade 11 English and inquired if OMI was now offering AP classes. Shawna Lipsey explained that the course description was given to her by the department chairs and could change the description if need be. Cadets can take the advanced placement tests if they choose to.

D. Cooperative Agreement

OMI is operating on a Memorandum of Understanding that will no longer be in effect on June 30, 2023.

There has been a delay in organizing the language in the cooperative agreement but there has been a breakthrough in which the necessary language has been assessed and added. There will be no interruptions of the operations of the school as the cooperative agreement is worked on and finalized.

Marc Mares asked if the evaluations for the cadre members in education forums at the school will be handled by CMSgt Thomas James and he affirmed that the evaluations are of paramount importance and have to be completed by a certain date in the spring semester. The evaluations are conducted by the regulations of the California Military Department.

V. Action Items

A. Approve 2023-2024 School Budget

M. Mares made a motion to approve the 2023-2024 school budget.

A. Campbell Washington seconded the motion.

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

Roll Call

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

B. Approve 2023-2024 Local Control Accountability Plan

M. Mares made a motion to approve the 2023-2024 Local Control Accountability Plan (LCAP).

A. Campbell Washington seconded the motion.

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

Roll Call

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

C. Approve Declaration of Need for Fully Qualified Educators

D. Clisham made a motion to approve the Declaration of Need for Fully Qualified Educators.

A. Campbell Washington seconded the motion.

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

Roll Call

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

VI. Board Member Comments

A. Board Member Comments

Dr. Streshly asked for direction about including student briefs at each board meeting. The Board agreed that having student presentations/updates would be helpful and encouraged by the Board.

Carlos Rodriguez asked for direction pertaining to how the Board wanted to be notified about upcoming board meetings. The board decided that they would want the calendar invites to the board meetings all at once so their calendar can have the dates already prepared.

VII. Closing Items

A. Adjourn Meeting

D. Baldwin made a motion to adjourn the board meeting.

M. Mares seconded the motion.

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

Roll Call

A. Campbell Washington Aye

J. Brown Aye

D. Clisham Aye

J. Breckenridge Aye

J. Wire Absent

M. Mares Aye

D. Baldwin Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:44 PM.

Respectfully Submitted,

J. Brown

Coversheet

OMI Bank Account Activity (May 1, 2023 -August 4, 2023)

Section: III. Approval of Consent Items
Item: B. OMI Bank Account Activity (May 1, 2023 -August 4, 2023)
Purpose:
Submitted by: Jacque Eischens
Related Material: 2023.08.10 Board Report of Checks.pdf

BACKGROUND:

Staff recommends ratification of payroll and vendor warrants paid between May 1, 2023 – August 4, 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 May 1, 2023 - August 4, 2023.

Oakland Military Board Report of Checks

Checks Dated 05/01/2023 through 07/31/2023			Board Meeting Date 08/10/2023		
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0002696	05/02/2023	Adolfo Villa Aguilar	62-5800		1,900.00
0002697	05/02/2023	Amazon Capital Services	62-4300		3,509.98
0002698	05/02/2023	Comcast Business	62-5900		1,055.80
0002699	05/02/2023	Cristina Magpantay	62-5800		1,500.00
0002700	05/02/2023	Cynthia Murphy	62-4300		687.16
0002701	05/02/2023	ECOLAB	62-5500		180.72
0002702	05/02/2023	Sammy Enriquez	62-4300		25.05
0002703	05/02/2023	Florence Velasco Cruz Eriksson	62-4700		20,250.00
0002704	05/02/2023	Forsupplies Inc	62-4300		4,199.00
0002705	05/02/2023	Hands-On Technology Education	62-5810		55,000.00
0002706	05/02/2023	Ismael Robles c/o OMIA	62-5600		353.56
0002707	05/02/2023	Kaiser Foundation Health Plan	62-9551		42,488.22
0002708	05/02/2023	Leadership Excellence & Dev	62-5800		4,350.00
0002709	05/02/2023	Mark A Basnage	62-5800		7,500.00
0002710	05/02/2023	Mobile Modular	62-5610		1,098.37
0002711	05/02/2023	MRC Smart Tech Solutions	62-5910		11,571.93
0002712	05/02/2023	Nathan Mullins	62-4300		200.00
0002713	05/02/2023	National Asso of Elem Sch Prin	62-4300		298.93
0002714	05/02/2023	PG&E	62-5510		8,501.79
0002715	05/02/2023	Port 53	62-5840		4,492.80
0002716	05/02/2023	Print A Shirt	62-4300		38,037.83
0002717	05/02/2023	Rajashanea Everett	62-5800		400.00
0002718	05/02/2023	Red Tomatoes Org	62-5800		304.00
0002719	05/02/2023	Riverside Insights	62-4300		265.47
0002720	05/02/2023	San Francisco Elevator Service s	62-5500		496.50
0002721	05/02/2023	schoolAbility, LLC	62-5800		16,000.00
0002722	05/02/2023	Swing Education Inc.	62-5100		1,230.00
0002723	05/02/2023	Timothy Murray	62-4300	422.76	
			62-4320	109.20	
			62-5300	300.00	831.96
0002724	05/02/2023	Waste Management of Alameda County	62-5530		3,124.80
0002725	05/02/2023	West Ed, California Survey Sys tem	62-5810		484.80
0002726	05/02/2023	The Advantage Group	62-5800		194.45
0002733	05/10/2023	Aeries Software	62-5800		2,250.00
0002734	05/10/2023	Christopher Lee c/o OMIA	62-4320		234.06
0002735	05/10/2023	City of Oakland False Alarm Reduction Program	62-4300		105.00
0002736	05/10/2023	CLA Connect	62-5820		950.00
0002737	05/10/2023	Comcast Business	62-5900		2,350.00
0002738	05/10/2023	CORE	62-5810		15,500.00
0002739	05/10/2023	Cynthia Murphy	62-4300	128.80	
			62-4320	413.37	542.17
0002740	05/10/2023	First Alarm	62-5500	9,177.69	
			62-5800	140.00	9,317.69
0002741	05/10/2023	Molly Schmidt Consulting Group	62-5800		750.00
0002742	05/10/2023	MRC Smart Tech Solutions	62-5600	115.15	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

SCHOOLABILITY

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ReqPay12a

Board Report

Checks Dated 05/01/2023 through 07/31/2023				Board Meeting Date 08/10/2023		
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount	
0002742	05/10/2023	MRC Smart Tech Solutions	62-5710	65.53	180.68	
0002743	05/10/2023	Noyolas Hauling	62-5800		1,435.00	
0002744	05/10/2023	Swing Education Inc.	62-5100		1,515.00	
0002745	05/10/2023	TeamLogic IT of Mountain View	62-5800		1,100.00	
0002746	05/10/2023	Verizon	62-5900		953.79	
0002747	05/10/2023	Young, Minney & Corr,LLP	62-5820		512.50	
0002748	05/10/2023	TeamLogic IT of Mountain View	62-5800		2,580.65	
0002749	05/18/2023	Adolfo Villa Aguilar	62-5800		2,062.50	
0002750	05/18/2023	Alexandra Avila	62-4300		208.52	
0002751	05/18/2023	Amazon Capital Services	62-4300		167.83	
0002752	05/18/2023	AT&T	62-5900		787.03	
0002753	05/18/2023	Christopher Lee c/o OMIA	62-4320		1,022.00	
0002754	05/18/2023	Cristina Magpantay	62-5800		2,000.00	
0002755	05/18/2023	Dieu Ngoc Truong	62-4300		81.43	
0002756	05/18/2023	Durham School Services , L.P.	62-5850		2,563.65	
0002757	05/18/2023	EBMUD Payment Center	62-5520		1,019.52	
0002758	05/18/2023	El Paseo Children's Center	62-5100		8,720.00	
0002759	05/18/2023	First Alarm	62-5800		359.74	
0002760	05/18/2023	Florence Velasco Cruz Eriksson	62-4700		22,275.00	
0002761	05/18/2023	Hipontech	62-4401		750.00	
0002762	05/18/2023	Jostens	62-4300		2,453.28	
0002763	05/18/2023	Madera Uniform & Accesories	62-4300		3,332.13	
0002764	05/18/2023	Marc Mares c/o OMIA	62-4320	181.63		
			62-5300	28.00	209.63	
0002765	05/18/2023	Mark A Basnage	62-5800		8,250.00	
0002766	05/18/2023	Mary Streshly	62-4320		316.37	
0002767	05/18/2023	Miyoung Kang	62-4300		35.73	
0002768	05/18/2023	Mobile Modular	62-5610		12,262.42	
0002769	05/18/2023	Noyolas Hauling	62-5530		785.00	
0002770	05/18/2023	Red Tomatoes Org	62-5800		304.00	
0002771	05/18/2023	Relay, Inc	62-5900		8,991.25	
0002772	05/18/2023	Swing Education Inc.	62-5100		930.00	
0002773	05/18/2023	Tariq Alroani	62-4100		1,175.00	
0002774	05/18/2023	Zoom Janitorial Service Inc	62-5500		11,250.00	
0002780	05/26/2023	Adolfo Villa Aguilar	62-5800		2,162.50	
0002781	05/26/2023	Alexandra Avila	62-4320		106.76	
0002782	05/26/2023	Amazon Capital Services	62-4300		18.07	
0002783	05/26/2023	Bryan A Rivas	62-4300		60.00	
0002784	05/26/2023	College Board	62-4300		1,965.00	
0002785	05/26/2023	Crew Color Painting, Inc	62-5600		11,600.00	
0002786	05/26/2023	Dominic Cacioppo	Reissued		4,225.00 *	
	Reissued on 06/16/2023					
0002787	05/26/2023	Home Depot Credit Services	62-5600		1,285.79	
0002788	05/26/2023	Justin Nevels	62-4300		18.00	
0002789	05/26/2023	Michael Traver c/o OMIA	62-4320		289.45	
0002790	05/26/2023	Miyoung Kang	62-4300		57.86	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

SCHOOLABILITY

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ReqPay12a

Board Report

Checks Dated 05/01/2023 through 07/31/2023			Board Meeting Date 08/10/2023		
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0002791	05/26/2023	Mobile Modular	62-5610		1,098.37
0002792	05/26/2023	Print A Shirt	62-4300		3,731.14
0002793	05/26/2023	Swing Education Inc.	62-5100		675.00
0002794	05/26/2023	USA Carpet	62-5600		4,900.00
0002795	05/26/2023	Amen Debretsion	62-5800		500.00
0002796	05/26/2023	Anh Vo	62-5800		250.00
0002797	05/26/2023	Ashley Belen Mendoza	62-5800		300.00
0002798	05/26/2023	Eric Nguyen	62-5800		500.00
0002799	05/26/2023	Jayce Hopkins	62-5800		1,000.00
0002800	05/26/2023	Johnny Wu	62-5800		250.00
0002801	05/26/2023	Liam Wady	62-5800		500.00
0002802	05/26/2023	Max Martinez	62-5800		200.00
0002803	06/01/2023	Anthony Alvarado Rodriguez	62-5800		1,000.00
0002804	06/01/2023	schoolAbility, LLC	62-5800		16,000.00
0002805	06/05/2023	AT&T	62-5900		1,373.73
0002806	06/05/2023	EBMUD Payment Center	62-5520		1,232.66
0002807	06/05/2023	Florence Velasco Cruz Eriksson	62-4700		11,175.00
0002808	06/05/2023	Mark A Basnage	62-5800		6,300.00
0002809	06/05/2023	Rajashanea Everett	62-5800		3,300.00
0002810	06/08/2023	Bessie L. Arnold	62-5880		4,342.38
0002811	06/08/2023	CustomInk, LLC	62-4300		777.37
0002812	06/08/2023	Verizon	Reissued		953.29 *
	Reissued on 06/09/2023				
0002813	06/08/2023	Young, Minney & Corr,LLP	62-5820		7,231.50
0002817	06/16/2023	Adolfo Villa Aguilar	62-5800		2,062.50
0002818	06/16/2023	Cuvee Wine Country Events LLC	62-4320		1,766.88
0002819	06/16/2023	Verizon	62-5900		953.79
0002820	06/16/2023	Wex Bank	62-4300		1,255.35
0002821	06/16/2023	Dominic Cacioppo	62-5810		4,225.00
0002822	06/22/2023	Florence Velasco Cruz Eriksson	62-4700		7,211.00
0002823	06/23/2023	AT&T	62-5900		827.14
0002824	06/23/2023	Autumn Press	62-5880		559.08
0002825	06/23/2023	Chance Barker	62-5850		36.00
0002826	06/23/2023	CORE	62-5810		3,750.00
0002827	06/23/2023	Dominic Cacioppo	62-5810		10,042.50
0002828	06/23/2023	Drams, Inc	62-5800		12,000.00
0002829	06/23/2023	EBMUD Payment Center	62-5520		1,134.52
0002830	06/23/2023	El Paseo Children's Center	62-5100		13,529.04
0002831	06/23/2023	FASTSIGNS Oakland	62-5880		4,444.96
0002832	06/23/2023	Kaiser Foundation Health Plan	62-9551		69,320.23
0002833	06/23/2023	Michael Traver c/o OMIA	62-4300		649.95
0002834	06/23/2023	MRC Smart Tech Solutions	62-5910		180.68
0002835	06/23/2023	PG&E	62-5510		6,673.08
0002836	06/23/2023	Philadelphia Insurance Co	62-5400		12,216.00
0002837	06/23/2023	schoolAbility, LLC	62-5800		16,000.00
0002838	06/23/2023	Swing Education Inc.	62-5100		720.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

SCHOOLABILITY

Page 3 of 6

ReqPay12a

Board Report

Checks Dated 05/01/2023 through 07/31/2023				Board Meeting Date 08/10/2023	
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0002839	06/23/2023	USA Carpet	62-5600		4,900.00
0002840	06/23/2023	Wire Tech Electric Inc	62-5600		1,060.00
0002841	06/23/2023	Zoom Janitorial Service Inc Reissued on 06/23/2023	Reissued	5,845.00	11,690.00 *
0002842	06/23/2023	Zoom Video Communications, Inc .	62-5900		4,786.15
0002843	06/23/2023	Zoom Janitorial Service Inc	62-5500		5,845.00
0002847	06/29/2023	Adolfo Villa Aguilar	62-5800		1,500.00
0002848	06/29/2023	CDW-G	62-5840		2,060.00
0002849	06/29/2023	First Alarm	62-5500		9,177.69
0002850	06/29/2023	Mark A Basnage Reissued on 06/29/2023	Reissued	6,600.00	13,200.00 *
0002851	06/29/2023	Mobile Modular	62-5610		1,098.37
0002852	06/29/2023	Principal Life Insurance Co.	62-9556		8,896.01
0002853	06/29/2023	Mark A Basnage	62-5800		6,600.00
0002854	07/11/2023	ECOLAB	62-5500		180.72
0002855	07/11/2023	PowerSchool Holdings	62-5840		3,318.86
0002856	07/11/2023	TeamLogic IT of Mountain View	62-5800		1,100.00
0002857	07/11/2023	Young, Minney & Corr,LLP	62-5820		1,410.00
0002859	07/13/2023	Mark A Basnage	62-5800		4,500.00
0002860	07/13/2023	Alpha Card Systems,LLC	62-4300		427.96
0002861	07/13/2023	Amazon Capital Services	62-4300	3,275.01	
			62-4400	2,363.36	5,638.37
0002862	07/13/2023	Avid Center	62-5200		1,099.00
0002863	07/13/2023	CA Charter Schools Association	62-5300		6,840.00
0002864	07/13/2023	E-Rate Elite Services, Inc.	62-5800		5,809.98
0002865	07/13/2023	Johnny Wu Reissued on 07/13/2023	Reissued		1,000.00 *
0002866	07/13/2023	Julian Silva Reissued on 07/13/2023	Reissued		1,000.00 *
0002867	07/13/2023	Multi-Health Systems, Inc	62-4300		1,553.85
0002868	07/13/2023	Rajashanea Everett	62-5800		2,100.00
0002869	07/13/2023	Raptor Technologies	62-5840		625.00
0002870	07/13/2023	Shann Chu	62-5200		453.72
0002871	07/13/2023	Timothy Murray	62-4320		120.60
0002872	07/13/2023	Vicki Cao Reissued on 07/13/2023	Reissued		1,000.00 *
0002873	07/17/2023	Amazon Capital Services	62-5840		384.77
0002874	07/17/2023	AMS.Net,Inc	62-5880		2,695.62
0002875	07/17/2023	AT&T	62-9501		1,474.44
0002876	07/17/2023	First Alarm	62-5500		9,177.69
0002877	07/17/2023	Johnny Wu Reissued on 07/19/2023	Reissued		1,000.00 *
0002878	07/17/2023	Julian Silva Reissued on 07/19/2023	Reissued		1,000.00 *
0002879	07/17/2023	Mark A Basnage	62-5800		8,250.00
0002880	07/17/2023	Verizon	62-5900		953.79
0002881	07/17/2023	Vicki Cao	Reissued		1,000.00 *

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SCHOOLABILITY

Page 4 of 6

ReqPay12a

Board Report

Checks Dated 05/01/2023 through 07/31/2023			Board Meeting Date 08/10/2023		
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
Reissued on 07/19/2023					
0002882	07/19/2023	Dieu Ngoc Truong	62-5800		828.00
0002883	07/19/2023	Gabrielle Harmon Jones c/o OMIA	62-5800		1,000.00
0002884	07/19/2023	Johnny Sheng Wu	62-5800		920.00
0002885	07/19/2023	Oakland Unified School District	62-5890		58,844.00
0002886	07/19/2023	EBMUD Payment Center	62-9501		438.63
0002887	07/19/2023	Johnny Wu	62-5800		1,004.00
0002888	07/19/2023	Julian Silva	62-5800		920.00
0002889	07/19/2023	Tristan Wady	62-5800		1,000.00
0002890	07/19/2023	Vicki Cao	62-5800		713.00
0002891	07/19/2023	Wire Tech Electric Inc	62-5600		1,590.00
0002892	07/19/2023	Zoom Janitorial Service Inc	62-5500		8,500.00
0002893	07/19/2023	Johnny Wu	62-5800		100.00
0002894	07/24/2023	Civicorps	62-9501		909.90
0002895	07/24/2023	Costco Warehouse	62-4320		268.92
0002896	07/24/2023	Fast Track	62-5850		25.00
0002897	07/24/2023	Fast Track	62-5850		25.00
0002898	07/24/2023	Fast Track	62-5850		25.00
0002899	07/24/2023	Federal Express	62-5920		14.20
0002900	07/24/2023	Federal Express	62-5920		14.20
0002901	07/24/2023	Glen Ellen Star	62-4320		1,135.43
0002902	07/24/2023	Indeed	62-5800		153.95
0002903	07/24/2023	Indeed	62-5800		14.20
0002904	07/24/2023	La Rochelle Winery	62-5615		800.00
0002905	07/24/2023	Los Cantaros Taqueria	62-4320		54.48
0002906	07/24/2023	Pak N' Save	62-4320		26.98
0002907	07/24/2023	Panda Express	62-4320		11.05
0002908	07/24/2023	Safeway	62-4320		112.49
0002909	07/24/2023	Westco Gas & Food	62-4340		109.43
0002910	07/24/2023	Florence Velasco Cruz Eriksson	62-4700		9,450.00
0002911	07/24/2023	Greatland Corporation	62-4300		210.58
0002912	07/24/2023	InterWest Services LLC	62-5400		20,425.09
0002913	07/24/2023	SchoolMate	62-4300		1,469.00
0002914	07/24/2023	Waste Management of Alameda County	62-5530	3,487.41	
			62-9501	1,556.64	5,044.05
VCH-0000003	05/25/2023	U.S. Bank	Cancelled		128.80 *
Cancelled on 05/25/2023					
VCH-0000003	07/19/2023	U.S. Bank	62-4300	628.37	
			62-4320	1,521.59	
			62-4340	94.03	
			62-4401	1,342.80	
			62-5200	75.00	
			62-5300	50.00	
			62-5800	118.00	
			62-5820	75.00	
			62-5920	14.20	3,918.99

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

SCHOOLABILITY

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ReqPay12a

Board Report

Checks Dated 05/01/2023 through 07/31/2023			Board Meeting Date 08/10/2023		
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
VCH-0000003	07/24/2023	U.S. Bank	62-4320	490.84	
			62-5200	1,361.16	1,852.00
VCH-0000003	07/28/2023	U.S. Bank	62-5600		715.16
VCH-0000004	07/28/2023	U.S. Bank	62-4300	6,247.12	
			62-4320	4,856.05	
			62-4340	54.71	
			62-5840	45.00	
			62-5850	94.03	
			62-5880	400.00	
			62-5920	117.86	11,814.77
Total Number of Checks			206		891,572.15

	Count	Amount
Cancel	1	128.80
Reissue	10	36,068.29
Net Issue		855,375.06

Fund Recap

Fund	Description	Check Count	Expensed Amount
62	Charter Fund	195	855,375.06
	Total Number of Checks	205	855,375.06
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		855,375.06

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.



Coversheet

Personnel Report

Section: III. Approval of Consent Items
Item: C. Personnel Report
Purpose:
Submitted by: Kathryn Wong
Related Material: Staff Changes for AUG 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 June 22, 2023.

RECOMMENDATION:

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

Oakland Military Institute (OMI) College Preparatory Academy School Staff as of August 1, 2023		
New Hire:		
Last Name	First Name	Job Title Description
Avalos	Lexli	Aide and Receptionist
Cain	Michael	Special Education Teacher
Cesar	Stephen	High School English Teacher
Hilker	Colleen	Middle School Science and Math
Hooker	Sarah	SPED Aide
Kearney	Michelle	Long-term Substitute
Luk	Michael	7th Grade History Teacher and 8th Grade History Teacher
Ly	Jamie	Part-Time Aide
Martinez	Robert	Algebra 1 / Geometry
McIntyre	Dustin	SPED Aide
Michelotti	Allie	Art Teacher
Perez	Ramon	Biology Teacher
Prevot	Aurore	Geometry/ Advance Algebra Teacher
Priela	Farah	English Teacher
Rathje	Gregory	Music Teacher
Rosas	Jorge	ELD Aide
Siebert	Erik	Part-time Substitute Teacher
Transfers:		
Last Name	First Name	Job Title Description
Ramirez	Jessica	Attendance Clerk to SPED/ELD Aide

Coversheet

New Contracts

Section: III. Approval of Consent Items
Item: D. New Contracts
Purpose:
Submitted by: Jacque Eischens
Related Material: Zoom Janitorial Summary.pdf
Zoom_Janitorial_Agreement__SY23_24.pdf
core data collaborative agreement (1).pdf
Oakland Military Institute Professional Services Agreement.pdf
OMI Rate Sheet 2023-2024.pdf
OMI_HOTE_2023-2024_ASP_Contract.pdf
FSE_OMI MOU TEMPLATE 2023-2024.pdf

BACKGROUND:

In accordance with the recent fiscal policy approval regarding the superintendent's contract approval authority expansion of "up to \$50,000" during the June 8, 2023 board meeting, the OMI Board of Directors must approve all contracts for services over \$50,000 and ratify contracts under \$50,000.

Attached you will find:

Contract #1: Zoom Janitorial

Contract #2: 2023-2025 OMI x CORE Data Collaborative

Contract #3: HOTE ASP

Contract #4: El Paseo Children's Center

Contract #5: Fortune School of Education MOU

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the attached open contracts with the potential of reaching or exceeding \$50,000 during the time period of July 1, 2023- June 30, 2024 and ratify open contracts authorized by the superintendent under \$50,000.

Certificate Of Completion

Envelope Id: CBDA35A4CEB543168FCEC161BC348B00	Status: Completed
Subject: Complete with DocuSign: Zoom Janitorial Agreement _SY23_24.pdf	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 8
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Thomas James
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3877 LUSK ST
	OAKLAND, CA 94608
	tjames@omiacademy.org
	IP Address: 50.200.218.254

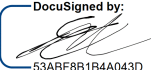
Record Tracking

Status: Original	Holder: Thomas James	Location: DocuSign
6/30/2023 9:41:48 AM	tjames@omiacademy.org	

Signer Events

Elvia Robles Tello, President, Zoom Janitorial Services Inc.
 info@zoomjanitorial.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 53ABF8B1B4A043D...
 Signature Adoption: Drawn on Device
 Using IP Address: 172.59.129.190
 Signed using mobile


Timestamp

Sent: 6/30/2023 10:01:26 AM
 Resent: 7/14/2023 4:11:53 PM
 Resent: 7/14/2023 4:19:17 PM
 Resent: 7/14/2023 4:26:41 PM
 Viewed: 7/14/2023 4:34:48 PM
 Signed: 7/14/2023 4:36:36 PM

Electronic Record and Signature Disclosure:

Accepted: 7/14/2023 4:34:48 PM
 ID: 27bf58a5-b42d-4aa9-9efb-b2ca9feeaa93

Dr. Mary Streshly, Superintendent, Oakland Military Institute College Preparatory Academy
 mstreshly@omiacademy.org
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 Dr. Mary Streshly, Superintendent, Oakland Military Institute College Preparatory Academy
 9702043000010...
 Signature Adoption: Pre-selected Style
 Using IP Address: 104.28.124.35
 Signed using mobile

Sent: 7/14/2023 4:36:38 PM
 Viewed: 7/15/2023 1:03:22 AM
 Signed: 7/15/2023 1:04:48 AM

Electronic Record and Signature Disclosure:

Accepted: 7/15/2023 1:03:22 AM
 ID: 24aa172a-16c5-4d5e-bb1b-82a8993912b5

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Mr. Ismael Robles, Facilities Manager, Oakland Military Institute College Preparatory Academy
 irobles@omiacademy.org
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/15/2023 1:04:49 AM

Electronic Record and Signature Disclosure:

Accepted: 5/18/2021 2:14:30 PM
 ID: 3bb6fec3-f576-4138-9c9e-68ffcec51ed9

Carbon Copy Events	Status	Timestamp
SGT Jose Hernandez, District IT Logistics Manager, Oakland Military Institute College Prep Acad. jhernandez@omiacademy.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/15/2023 1:04:51 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	7/14/2023 4:26:40 PM
Envelope Sent	Hashed/Encrypted	7/15/2023 1:04:51 AM
Certified Delivered	Security Checked	7/15/2023 1:04:51 AM
Signing Complete	Security Checked	7/15/2023 1:04:51 AM
Completed	Security Checked	7/15/2023 1:04:51 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Oakland Military Institute (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Oakland Military Institute:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: accounting@omiacademy.org

To advise Oakland Military Institute of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at accounting@omiacademy.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Oakland Military Institute

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to accounting@omiacademy.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Oakland Military Institute

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to accounting@omiacademy.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Oakland Military Institute as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Oakland Military Institute during the course of your relationship with Oakland Military Institute.

Professional Janitorial Service Proposal

Prepared for:

Oakland Military Institute
3877 Lusk St
Oakland CA 94608
accounting@omiacademy.org
510-594-3922



Submitted by:

Zoom Janitorial Service Inc.
P.O Box 8630
Emeryville Ca 94662
Elvia Robles Tello
(510) 322-0167
info@zoomjanitorial.com
06/26/23



Zoom Janitorial Service Inc.
P.O Box 8630
Emeryville Ca 94662
www.zoomjanitorial.com
info@zoomjanitorial.com

06/26/23

Oakland Military Institute
3877 Lusk St. Oakland Ca 94608

Dear Oakland Military Institute /CFO Chief Tomas James /Operations/Facilities,

Subject: Janitorial Service Proposal - Oakland Military Institute College Preparatory Academy, 3877 Lusk St , Oakland, CA Oakland

Thank you for allowing Zoom Janitorial Service Inc. to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. We sincerely appreciate it. Here are a few important highlights:

Before we start, all of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start we know a seamless, no-hassle start-up is important to every customer, so at Zoom Janitorial Service Inc., we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After, we have a systematic approach to keep your building looking good! At Zoom Janitorial Service Inc. we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions or need additional information as you review our proposal.

Sincerely,

Elvia Robles Tello.

Elvia Robles Tello
Zoom Janitorial Service Inc.
www.zoomjanitorial.com

Zoom Janitorial Service Inc.

Dear Zoom Janitorial Customers,

At Zoom Janitorial Service Inc. the safety of our team members, our clients, and the public is always of priority importance in everything that we do. We wanted to provide you with an update on the actions we are taking in response to outbreak of COVID-19 and reassure you that we are prepared with a clear action plan in place.

What we are doing:

First, Zoom Janitorial remains vigilant in monitoring the most up-to-date safety, infection control and cleaning protocols recommended by global experts, including the Centers for Disease Control and Prevention (CDC).

Second, in connection with guidance provided by global health authorities, we have strengthened our on-site cleanliness measures. These actions include, but are not limited to, the following efforts:

- Daily cleaning includes disinfecting all high-frequency touch points with Disinfecting Products.
- Ensuring sufficient stock levels of soap and soap dispensers remain filled upon customer's request, installation of hand sanitizer dispensers, which will be available at the building entrance or in pantry areas, etc....
- Upon customer's request order and distribute wipes to office employees to wipe down internal surfaces

We are committed to create a healthy and safe environment for your facility. Please do not hesitate to contact me if you have any questions or requests.

Sincerely,

Elvia Robles Tello.

Elvia Robles Tello
Zoom Janitorial Service Inc.

Zoom Janitorial Service Inc.

Oakland Military Institute.
Professional Janitorial Service Proposal

General

Zoom Janitorial service Inc, agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This includes all services described in the attached written specifications. Shine Facility Services agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation/Options

5 days per week Professional Evening Cleaning Service Program.
 And Zoom Janitorial Service Inc is going to offer a flat rite price for the following task.

Service Plan selected by the client and Staffing and Hours for this job will be determined for the company.

SERVICE Options	DESCRIPTION	COST PER SERVICE	N. STAFF	SERVICE SELECTED	INITIAL DATE
DAILY SERVICE	Professional cleaning service 5 times per week with a total of 185 days.	\$565.00 per service/total cost \$104,525	TBD	Yes	1 Aug 23
DEEP CLEAN SERVICE	Professional ones a month deep clean service	\$2,485.00 per service.	3	Yes	1 Aug 23
FLOOR POLISH AND WAXIN SERVICE	Waxing/polish and move out/in futures one time a year.	\$26,500.00 \$6,000.00 Total cost \$32,500.00	6		
Notes:	For this time waxing service will have a discount for the whole project 07/01/23	Total cost \$20,000.00		Yes	1 Jul 23
Write your service selected					
Total cost		\$127,010.00			

If Oakland Military Institute choice **Waxing and polish service** the first invoice will be a dawn payment with the amount of **\$8,500.00** to start this service on July 1st ,2023 then the balance of this will be until this task its completed.

Then the Daily service will start on August 1st, 2023 and Zoom Janitorial staff will start working after school dismissal around 4:30pm to 10:30pm and the crew will be supervised for then assigned manager of Zoom Janitorial service Inc. they will provide a daily check list to make sure all task is completed.

Initial ERT Date 7/14/2023

Initial DMSSM/CPA Date 8/15/2023

Special Services

Carpet Cleaning is available - Price quoted upon request.

Strip and Wax Floor Service is available - Price quoted upon request.(0.53¢ per Sq Ft)

Handyman/Painting Service is available - Price quoted upon request.

Day Porter Service is available - Price quoted upon request.(34.50 per hour)

Power washing is available - Price quoted upon request.(0.45¢ per Sq Ft)

Window Cleaning Service is available – Price quoted upon request.

Moving Furniture’s Service is available - Price quoted upon request. (one person \$32.50 per hour)

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 5 days per week.

The cleaning crew will observe holidays observed by the customer **Zoom Janitorial Service Inc**, is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing and Accounting: Contractor will submit a monthly invoice on the 1 st of each month for services performed that month to:

Name:

E-mail: zoomjanitorialservice@gmail.com

Address: Zoom Janitorial Service Inc., P.O. Box 8630

City, State zip: Emeryville, CA 94662 Note: tel: (510) 322-0167

Zoom Janitorial Service Inc.

Invoicing

All invoicing will be itemized according to monthly work or for special tasks. Invoicing will be on the 1st of each month. Payment policy is net 10 days.

Invoices will be due and payable on the last day of the month Zoom Janitorial Service Inc. will charge a 1% per month late fee if payment is not received by the 10th of the following month. HOLIDAYS Zoom Janitorial Service Inc. recognizes the following holidays and is not obligated to perform services on the following holidays. Services on holidays, when requested, shall be charged on a double-time basis. Please indicate which holidays you will need service.

Holiday Service Needed New Year's Day: ___ Yes No Presidents Day: ___ Yes No Memorial Day: ___ Yes No Independence Day: ___ Yes No Labor Day: ___ Yes No Thanksgiving Day: ___ Yes No Christmas Day: ___ Yes No Also,

There are several informal holidays on which a company might close and/or not need its regular cleaning services. Please indicate which unofficial holidays you will need service.

*Attaching YTC 23-24, version #1 for **No School** days as final page.*

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The customer will furnish all consumable products including but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, **Zoom Janitorial Service Inc** can provide these products and invoice them separately.

Zoom Janitorial Service Inc will furnish all cleaning supplies including but not limited to: cleaning agents, disinfectants, etc.

Equipment

Zoom Janitorial Service Inc will furnish and maintain all necessary cleaning equipment inclusive of but not limited to floor machines, buffers, carpet extractors, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Zoom Janitorial Service Inc will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Zoom Janitorial service Inc will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation

Employees Status

Personnel supplied by Zoom Janitorial Service Inc are deemed employees of Zoom Janitorial Service Inc and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Zoom Janitorial Service Inc is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Zoom Janitorial Service Inc is a leader in providing superior facility services. We ensure our staff have intensive training with today's commercial technologies. Naturally, we incorporate the latest green supplies and techniques.

Clear and responsive communication with customers is a primary goal. We seek feedback, track it, rate our staff performance and report it. Customers invite us into their workspaces. We want to show respect and accountability for that trust.

At Zoom, we embrace a work environment that encourages growth in our company, where diversity is valued and the aspiration of each individual is promoted.

Term

The term of this agreement will be for a period of one (1) year and will automatically renew for additional one (1) year periods on the anniversary date of this agreement.

Termination

This agreement may be terminated at any time with a minimum of thirty (30) days' written notice from either party.

Note:

Initial ERT Date 7/14/2023

Initial DMSSOAN/CPA Date 7/15/2023

Agreement


This Agreement ("this Agreement") is made and entered into as of **07/01/ 2023** , by and between **Zoom Janitorial Service Inc**, with its principal place of business located at **P.O Box 8630 Emeryville Ca 94662** and **Oakland Military Institute** with its principal place of business located at **3877 Lusk St, Oakland, CA 94608**.

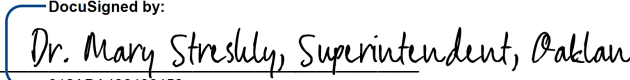
NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date and year first written above.

Zoom Janitorial Services Inc.

Oakland Military Institute.

Signature: 
 DocuSigned by: 53ABF8B1B4A043D...

Signature: 
 DocuSigned by: 912ADA436406453...

Name: **Ms. Elvia Robles Tello**

Name: **Dr. Mary Streshly**

Date: 7/14/2023

Date: 7/15/2023

Title: **President**

Title: **Superintendent**

Oakland Military Institute

Job Specifications

Entrances

<u>Task Description</u>	<u>Service Days</u>
Spot Clean Walls, Light Switches and Doors handles	1 day/wk.
Dust Mop Hard Surface Floors	3 days/wk.
Damp Mop Hard Surface Floors / Remove Marks from Floor - Use Appropriate Cleaner	3 days/wk.
Spot Clean Entrance Glass	5 days/wk.
Vacuum Walk-On Mats	3 days/wk.

School Hallways and Regimental Hall

<u>Task Description</u>	<u>Service Days</u>
Dust Mop Hard Surface Floors	5 days/wk.
Spot Mop Stains and Remove Marks from Floor and Spills Using Appropriate Cleaner	2 days/wk.
Auto Scrub Hard Surface Floor - Team will use Auto Scrubber that is on Site. The team will use a red pad to clean the floor but also give it a shine. We also do recommend using spray buying products as part of the cleaning solution.	1 time Monthly.

Staff Offices

<u>Task Description</u>	<u>Service Days</u>
Empty and Remove Trash, Replace Liner If Needed	5 days/wk.
Spot Vacuum All Carpet	5 days/wk.
Detail Vacuum All Carpet	1 days/wk.

Classrooms

<u>Task Description</u>	<u>Service Days</u>
Sweep/mop hard floors	5 days/wk.
Empty and Remove Trash, Replace Liner If Needed	5 days/wk.
Spot Vacuum All Carpet if needed.	5 days/wk.
Detail Vacuum All Carpet if needed.	Monthly

Staff/Students Restrooms

<u>Task Description</u>	<u>Service Days</u>
Disinfecting: High touch surfaces will be thoroughly cleaned using a detergent-based cleaner and microfiber cloth. When dry, an EPA disinfectant approved for SARS-CoV-2 will be used per manufacturer's directions, PPE, application, dwell time and ventilation. And this includes toilets, sinks and mirrors.	5 days/wk.
Detail Dust - High and Low Areas	Monthly
Empty and Remove Trash, Replace Liner If Needed	5 days/wk.
Sweep/mop hard floors.	5 days/wk.
Re-stock supply such as: TP/Hand Towels/Hand soap/Hand sanitizer and Female supplies.	5 days/wk.

Kitchen

<u>Task Description</u>	<u>Service Days</u>
Empty and Remove Trash, Replace Liner If Needed	5 days/wk.
Sweep/mop all Hard floors.	5 days/wk.

Initials ^{DS} E.R.T Date 7/14/2023

Initials ^{DS} DMSS/M/CPA Date 7/15/2023

Oakland Military Institute

Deep cleaning service one time a month

Description Main Building/B wing/C wing and Portables

Staff office

All offices dust corners, wipe down desks and chairs, wipe down blinds and window edges, wipe trash cans to eliminate bad odors and dust lights if needed.

Classrooms

All classrooms dust corners, wipe down teachers' desks/chairs, wipe down blinds and windows edges, remove gums on the floors, wipe down trash cans to eliminate bad odors and dust lights if needed.

Regimental Hall and Hallways

Dust corners and wipe down walls from any food spills, remove gums on the floor and dust lights if needed.

Staff/students Restrooms

Dust all corners/edges from cobwebs, wipe down trash cans to eliminate bad odors.

Initials [Signature] Date 7/14/2023

Initials [Signature] Date 7/15/2023

Oakland Military Institute College Preparatory Academy YTC 23-24 v1

Cadet Event	CACC Drill	OMI Event	No School	OMI Board Meeting
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10-14 Entrance Camp #2 16-22 CACC Survival Camp 28 Cadet Orientation	JULY '23						
	S	M	T	W	Th	F	S
							1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
30	31						

JANUARY '24							1 Winter Break Cont. 6 CACC Virtual HQ Drill 15 Marthin Luther King Day
S	M	T	W	Th	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

4 First Day of School 15-18 Renstar Testing 17 Back to School Night! 18 Steak n Eggs Fundraiser 25 Senior Sunrise 28-31 Club Rush	AUGUST '23						
	S	M	T	W	Th	F	S
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31		

FEBRUARY '24							9 Lunar New Year Parade 10 CACC HQ Drill 10-11 Marksmanship Competition/ Recondo Challenge Course 16-19 Presidents Day Weekend 17 4th BDE IMAs
S	M	T	W	Th	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29			

1 Club Rush Cont. 4 Labor Day 6 Picture day 14 Board Meeting 16 CACC Leadership Conference 17 CACC Drill 21 Family Night Out	SEPTEMBER '23						
	S	M	T	W	Th	F	S
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30

MARCH '24							9 CACC HQ Drill 11 Professional Development 29 Cesar Chavez Day
S	M	T	W	Th	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

7 Black Cowboy Parade 8-10 Bivouac 11 Picture makeup 14 CACC Virtual HQ Drill 27-29 Xtreme Team Challenge 30 Professional Development	OCTOBER '23						
	S	M	T	W	Th	F	S
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				

APRIL '24							6 Drill Competition (Los Alamitos) 18-21 Wilderness Skills Course 20-21 CACC HQ Drill
S	M	T	W	Th	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

2-5 CERT & Wilderness Skills 4-5 Recondo Challenge Course 4 CACC HQ Drill 5 Veterans Day Parade 9 Veterans Day PIR 10 Veterans Day 20 Senior Portraits 20-24 Thanksgiving Break	NOVEMBER '23						
	S	M	T	W	Th	F	S
				1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30		

MAY '24							4-5 CACC HQ Drill
S	M	T	W	Th	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

2 CACC HQ Drill 9 Wreaths Across America 18-31 Winter Break	DECEMBER '23						
	S	M	T	W	Th	F	S
						1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
31							

JUNE '24							19-29 CACC Summer Camp
S	M	T	W	Th	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

AGREEMENT FOR SCHEDULED SERVICES – CORE DATA COLLABORATIVE

DATE: June 27, 2023

PARTNERING EDUCATION AGENCY: Oakland Military Institute

ADDRESS: 3877 Lusk St, Oakland, CA 94608

BILL TO: [Carlos Rodriguez, Oakland Military Institute]

CONTACT PERSON: [Dr. Mary Streshly, Superintendent]

TELEPHONE: [510-594-3900]

SERVICE PROVIDER: CORE Districts

TYPE OF SERVICE: Data analysis, reporting, and professional learning

TOTAL CONTRACT COST: Up to \$2,018 for SY23-25

SCHEDULED SERVICES AGREEMENT

THIS SCHEDULED SERVICES AGREEMENT (the "Agreement"), made this **June 27, 2023**, by and between **Oakland Military Institute** with offices for the transaction of business located at **3877 Lusk St, Oakland, CA 94608** (the "Client"), and CORE Districts, a California nonprofit, nonstock corporation with offices located at 1107 9th Street, Suite 500, Sacramento, CA 95814.

IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable consideration, the parties agree as follows:

1. Term:

The term of this Agreement shall commence **July 1, 2023**, and shall terminate on **June 30, 2025**. Notwithstanding the aforesaid term, CORE Districts shall perform his/her services only to the extent authorized by the Client and/or its designee and in the manner set forth in paragraph 3 of this Agreement, and in no event beyond **June 30, 2025** except upon mutual agreement between the parties.

2. Conditions:

The Client shall retain CORE Districts, and CORE Districts shall serve the Client based upon the terms and conditions hereinafter set forth.

3. Services:

CORE Districts and its subcontractors at Education Analytics shall complete the Scope of Work as outlined in Attachment A.

4. Fees for Services:

CORE Districts shall receive a maximum fee of **\$2,018** for the services provided to the Client under this agreement as outlined in Attachment A. The schedule of payment to CORE Districts for services rendered to the Client shall be as described in Attachment A. Payment of all invoices shall be made by the Client within thirty (30) days from the date of each invoice. If the Client has a dispute about an invoice, the Client shall provide written notice of such dispute, including a detailed explanation of the dispute, within fifteen (15) days of the date of such invoice. All amounts invoiced shall be deemed overdue, if, unless disputed by the Client as provided herein, they remain unpaid thirty (30) days after they become due and payable. Overdue invoices shall bear interest at the rate of one percent (1%) per month. The Client shall reimburse CORE Districts for all costs (including reasonable attorneys' fees) incurred in collecting past due amounts.

5. Deliverables Acceptance:

Unless otherwise stated in the Statement of Work (set forth in Attachment A), the Client shall advise CORE Districts in writing within thirty (30) days of receipt of a deliverable whether the Client accepts or rejects such deliverable. In the event that the Client does not respond in

writing within such thirty (30) day period, then the deliverable shall be deemed accepted. If the Client rejects a deliverable within the thirty (30) day period, then the Client shall provide to CORE District a written statement of the reasons for such rejection. Upon rejection, CORE Districts shall correct such errors within twenty (20) business days and resubmit the deliverable to the Client for evaluation pursuant to this Section.

6. Termination:

Either party may terminate this Agreement on thirty (30) days written notice, with or without cause. All amounts due for work performed through the date of termination of the Agreement pursuant to the fee schedule set forth in Attachment A shall be due and payable by the Client within thirty (30) days from the date of termination.

7. Relationship Between the Parties:

CORE Districts and/or CORE Districts' representatives acknowledge that they will not hold themselves out as employees of the Client. CORE Districts and/or CORE Districts' representatives are retained by the Client only for the purposes and to the extent set forth in this Agreement, and their relationship to the Client shall, during the periods of service hereunder, be that of an independent contractor. CORE Districts and/or CORE Districts' representatives shall not be considered as having employee status and shall not be entitled to participate in any of its workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the relationship between CORE Districts and/or CORE Districts' representatives and the Client shall not be construed to create a principal-agent relationship, or partnership or joint venture.

8. Defense and Indemnification:

The Client agrees to indemnify and hold harmless CORE Districts from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Client arising out of or in connection with the provisions of this Agreement and any actual or alleged infringement of a third parties intellectual property. CORE Districts agrees to indemnify, hold harmless and defend the Client from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of CORE Districts arising out of or in connection with the provisions of this agreement and any actual or alleged infringement of a third parties intellectual property.

9. Ownership:

- a) The Client acknowledges and agrees that CORE Districts shall remain the sole and exclusive owner of all right, title and interest in and to CORE District's Existing Technology and Intellectual Property (defined below). The Client acknowledges that it acquires no rights under this Agreement to CORE District's Existing Technology and Intellectual Property other than the limited rights specifically granted in this Agreement.
- b) The parties agree that performance hereunder may result in the development of new concepts, methods, techniques, processes, adaptations and ideas which may be

embedded in the deliverables set forth in Attachment A (“New Intellectual Property”) and agree that any New Intellectual Property shall be the property of CORE Districts. The CORE Districts hereby grants to the Client a royalty-free, nonexclusive right and license to use, reproduce and distribute the New Intellectual Property for the purposes of the Client’s internal purposes only.

- c) To the extent that any of CORE Districts’ Existing Technology is included in the deliverables, CORE Districts hereby grants to the Client a royalty-free, nonexclusive license to use, reproduce and distribute the Existing Technology during the term of this Agreement solely as part of the deliverables and for internal purposes only. If, however, the Client desires to use a deliverable for educational or research purposes and such deliverable contains Existing Technology, the Client shall furnish CORE Districts with a written statement outlining such proposed use along with a request for approval no less than sixty (60) days in advance of such proposed use. CORE Districts shall have thirty (30) days from the date that such request was received to grant or refuse such request.
- d) The Client may not (i) disassemble, decompile or reverse engineer CORE Districts’ Existing Technology and Intellectual Property, (ii) use CORE Districts’ Existing Technology and Intellectual Property in any manner outside the scope of this Agreement, or (iii) perform or permit sublicensing or other distribution of CORE Districts’ Existing Technology and Intellectual Property in any form.
- e) Definitions.
 - (i) The term “Existing Technology” shall mean any CORE Districts tool (or the tools of CORE Districts’ subcontractors), such as Value-Added Analytics, which may (or may not) have copyright, patent and/or trade secret rights.
 - (ii) The term “Intellectual Property” shall mean any invention, discovery, improvement, copyrightable work, trademark, trade secret, and know-how and related rights of CORE Districts (or that of the CORE District’s subcontractors). The term “Intellectual Property” shall include, but not be limited to, individual or multimedia works, records of confidential information, data, instructional materials, tests, or research findings. Intellectual Property may exist in a written or electronic form, and may be in the form of text, multimedia, computer programs, spreadsheets, formatted fields in records or forms within files, databases, graphics, digital images, video and audio recordings, live video or audio broadcasts, slides, charts, or other visual/audio aids.
 - (iii) The term “New Intellectual Property” has the meaning described in paragraph 9(b) above.

10. Nondisclosure:

- a) Unless expressly authorized in writing by the other party, each party agrees to retain the other party’s Confidential Information (defined below) in confidence and will not copy or disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as permitted by the other party. Each party

agrees to protect the other party's Confidential Information disclosed to it to the same extent and in the same manner that it would protect its own Confidential Information, but in no event shall such efforts fall below a level of reasonable care. Confidential Information of one party may only be disclosed to the other party's employees and then, only to the extent that such employees have a specific need to know of the Confidential Information. Before receiving any part of the other party's Confidential Information, each party's employees will be required to read this Agreement and acknowledge and agree to abide by their employer's obligations hereunder.

- b) Each party will notify the other party promptly upon discovery of the loss of any item containing the other party's Confidential Information and of any circumstances of which it has knowledge surrounding any unauthorized possession, use or knowledge of the other party's Confidential Information.
- c) Notwithstanding any other provision of this Agreement, each party acknowledges that Confidential Information will not be deemed to include any information which:
 - i) Is or becomes publicly known through no wrongful act of a party;
 - ii) Is lawfully and without breach of any agreement, in a party's possession other than from disclosure by the other party;
 - iii) Was independently developed by a party without breach of this Agreement.
- d) Each party will be relieved of its obligation hereunder if and to the extent that Confidential Information:
 - i) Is disclosed pursuant to the lawful requirement of a Governmental Agency, or disclosure is required by operation of law; or
 - ii) Is explicitly approved for release by written authorization by the other party.
- e) No license, express or implied, in the Confidential Information of one party shall be granted to the other party other than to use the information in the manner and to the extent authorized by this Agreement.
- f) Notwithstanding termination of this Agreement, each party's duty to protect the other party's Confidential Information will remain in full force and effect until such information is no longer Confidential Information. The obligations of each party under this paragraph 10 shall survive the termination of this Agreement.
- g) The term "Confidential Information" shall mean any proprietary business or technical information disclosed by one party to the other party in relation to this Agreement. CORE Districts' Existing Technology and Intellectual Property shall conclusively be deemed to be Confidential Information.

11. Miscellaneous:

- a) Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.
- b) This Agreement shall be governed by the laws of the State of California. Any dispute with respect to this Agreement is subject to the laws of California, venue in Sacramento County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- c) Entire Agreement. This Agreement constitutes the full and complete agreement between CORE Districts and the Client, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
- d) Dispute Resolution. In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.
- e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- f) Assignment. Neither party may assign its interests in this Agreement without the prior written consent of the other party; provided, however, such party's consent shall not be unreasonably withheld.
- g) No Waiver. Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of the Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.
- h) Notice. Unless otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given hereunder shall be in writing, directed or addressed to the respective addresses of the parties set forth below, and shall be either (i) delivered by hand, (ii) delivered by an internationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by registered or certified mail, or (iv) transmitted by facsimile or electronic mail, with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries when received; (b) in the case of overnight delivery service; when received in accordance with the records of such delivery service; (c) in the case of registered or certified mail, upon the date received by the addressee as determined by the Postal Service; and (d) in the case of facsimile or electronic mail notices, when electronic indication of receipt is received.

If to the Client:

If to CORE Districts: CORE Districts
1107 9th Street, Suite 500
Sacramento, California 95814

- i) Force Majeure. CORE Districts shall not be liable for damages for failure to perform hereunder if such delay or default in performance is caused by conditions beyond its control, including, but not limited to, natural disasters, pandemic illnesses or other Acts of God, Government restrictions, wars or other major upheavals, and/or any other cause beyond CORE Districts' reasonable control; provided, that as a condition to the claim of nonliability, CORE Districts shall give the Client prompt written notice following the occurrence of such an event.
- j) The undersigned representative of CORE Districts hereby represents and warrants that the undersigned is an officer, director or agent of CORE Districts with full legal rights, power and authority to enter into this Agreement on behalf of CORE Districts. and to bind CORE Districts with respect to the obligations enforceable against CORE Districts in accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

Oakland Military Institute:

Dated:

[Name]

[Role], [insert name of education entity]

CORE DISTRICTS

Dated:

Rick Miller
Executive Director

ATTACHMENT A

Statement of Work and Fee Schedule

Your organization is joining the CORE Data Collaborative as a(n):

___Partnering Education Agency (membership fee included with Insights Dashboard)

A Partnering Education Agency (PEA) is defined as the entity serving as the primary contact, decision-maker and provider of data to the CORE Data Collaborative for a cluster of five or more participating Local Education Agencies. A PEA can only exist amongst a regional consortium of LEAs (e.g., a county office, network of a high school district and its feeder elementary districts), or in the case of Charter Management Organization. The PEA can decide if the PEA will be the “data loader” on behalf of all of the participating Local Education Agencies (LEAs), or LEAs can be enabled to load data.

To execute its responsibilities, each PEA will engage in the following:

- **Data use agreement:** Participating PEAs and any Local Education Agencies within a PEA will sign a standardized data use agreement (see Attachment B) permitting the secure sharing of student level data with CORE Districts and our research, analytical and reporting partners.
- **Data submission:** Participating LEAs will annually submit data (see elements in Attachment C) according to a prescribed set of parameters and formats to be provided to the PEA. Some offerings may require additional data elements (e.g., roster data for Rally).
- **Personnel for data and user management:** At minimum, each participating PEA will identify a organizational leader to serve as point for this partnership (e.g., the top research/data person in the PEA), a contact for data submission (e.g., a data analyst at the PEA level) and a contact for submission/management of the PEA’s approved users of the data and reports (e.g., an individual from IT with knowledge of the PEA’s users and permission rules and infrastructure).
- **Participation in professional learning sessions:** Participation in our in person convenings is an important part of the foundation and philosophy of CORE Districts; namely, that we learn and improve best through collaboration, which is why we have made these twice annual convenings a component of the CORE Data Collaborative.

___Individual Local Education Agency (\$2,500 per year membership fee)

Individual LEAs may also join the CORE Data Collaborative. Each LEA will engage in the following:

- **Data use agreement:** Member LEAs will sign a standardized data use agreement (see Attachment B) permitting the secure sharing of student level data with CORE Districts and our research, analytical and reporting partners.
- **Data submission:** Participating LEAs will annually submit data (see elements in Attachment C) according to a prescribed set of parameters and formats to be provided to the LEA. Some offerings may require additional data elements (e.g., roster data for Rally).

- **Personnel for data and user management:** At minimum, each participating LEA will identify a organizational leader to serve as point for this partnership (e.g., the top research/data person in the LEA), a contact for data submission (e.g., a data analyst at the LEA level) and a contact for submission/management of the LEA’s approved users of the data and reports (e.g., an individual from IT with knowledge of the LEA’s users and permission rules and infrastructure).
- **Participation in professional learning sessions:** Participation in our in person convenings is an important part of the foundation and philosophy of CORE Districts; namely, that we learn and improve best through collaboration, which is why we have made these twice annual convenings a component of the CORE Data Collaborative.

Except as explicitly described below and/or as adjusted during implementation through consultation with the client, CORE Districts and its subcontractors at Education Analytics (EA) will provide the following:

Twice Annual Professional Learning Sessions: CORE Districts will host in person convenings each year (one in the Fall and one in the Spring) for up to five people from each Partnering Education Agency member OR two people from an individual Local Education Agency member . Each convening will be a full day. The client will be responsible for all travel costs. CORE Districts will provide the venue, meals during the day, and general session facilitation.

Additional Professional/Peer Learning Opportunities: CORE Districts will offer additional professional learning opportunities, such as webinars. Such opportunities will be made available to participants in the CORE Data Collaborative.

Participation in the CORE – Policy Analysis for California Education (PACE) Research Collaborative: Participating education agencies will become part of the CORE-PACE research collaborative with opportunities to engage in and learn from research on the quantitative data in the CORE data system, and qualitative “deep dive” studies into policy and practice. Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California’s education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from California’s leading universities and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

One (or more, as agreed to) of the following data analytics platforms services:

Indicates the service has been selected (yes), or may be opted into later (pending)	Service and Description	Fee Structure for this Client
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<p>Yes</p>	<p><u>PEA Pricing: Insights Dashboard and Additional Strategic Analytics</u></p> <p>Same features as the row below, but special network pricing for COunty Offices, CMOs or charter organizations</p>	<p>\$28,000 base fee per year per student fee of \$0.28 per student in the data system</p> <p>Proportion of the PEA fee for the Oakland Charter Collaborative totalling: \$2,018</p>
	<p><u>Insights Dashboard and Additional Strategic Analytics</u></p> <p>Annual Multi-Metric School and LEA Data Dashboards with Performance Benchmarked against Peers across California: A comprehensive, multi-metric dashboard of results at the school and LEA levels, including the follow results for each indicator, will be provided each school year –</p> <ul style="list-style-type: none"> ● Most recent annual performance ● Historic performance and trends over time, where data are available ● Index level, where available (on a scale from 1 to 10 based upon baseline performance across the CORE Districts) ● Comparison with the LEA results (for school level reports) ● Comparison with the Partnering Education Level ● Comparison with the CORE Data Collaborative Network ● Subgroup performance for all of the major subgroups (e.g., English Learners, Racial/Ethnic Subgroups, Students with Disabilities, Socio-Economically Disadvantaged Youth, Foster Youth, Homeless Youth) where data are 	<ul style="list-style-type: none"> ● \$5,000/year for 2,500 or less students ● \$7,500/year for 2,501 to 25,000 ● \$15,000/year for 25,000 to 50,000 ● \$20,000/year for greater than 50,000

¹ Education Analytics is a 501(c)(3) non-profit organization headquartered in Madison, WI and employs 25 staff members including economists, data programmers, policy analysts, and support staff. Their deeply knowledgeable and experienced team provides clients and partners with multiple core services, including student growth metrics, education policy, and technical assistance. They not only offer a full range of education analytics knowledge to our partners to support new systems, but also strive to co-build each system with stakeholders to match the available data and meet the desired policy requirements.

	<p>available</p> <ul style="list-style-type: none"> ○ Included metrics: Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, A-G Graduation ○ Access to additional metrics as they become available: The data collaborative may begin to produce additional metrics (e.g., a college readiness indicator); if the education provides the underlying ingredients for such data, results will be provided back to the education agency at no additional charge ○ Optional metrics (if collected and provided to CORE Districts): Social Emotional Skills, Student/Staff/Family Climate Surveys based upon the CORE District surveys ○ Dynamic Reporting and Opportunities for Deeper Analysis using the CORE Insights platform: Based upon the users and user rights provided by the client, educators will have access to view and analyze reports and data in the CORE Insights platform. ○ Strategic Analytics by our Partners at Education Analytics¹: In partnership with Education Analytics and in consultation with participating education agencies, CORE will conduct strategic analytics to explore patterns, identify trends, develop additional indicators, and identify outlier schools that can potentially serve as exemplars. Findings will be shared with all members of the CORE Data Collaborative. 	
	<p><u>Rally Analytics Platform</u> Rally provides access to student academic and well-being data alongside predictive analytics to help teachers plan for how to best meet each student’s needs.</p>	<ul style="list-style-type: none"> ● \$5,000 / year for 2,500 students or less ● \$7,500 / year for 2,501 to 25,000

	<p>Access to the Rally Analytics platform. See https://rally.coredistricts.org/tour and https://rally.coredistricts.org/faq for more information.</p>	<ul style="list-style-type: none"> ● \$10,000 / year for greater than 25,000 students
	<p><u>College Roadmap</u></p> <p>A Student/Parent reporting tool on student progress toward graduating from high school having met the University of California A-G requirements, and probability for success in a four-year institute of higher education.</p>	<ul style="list-style-type: none"> ● First 5,000 students <ul style="list-style-type: none"> ○ \$9,000 for Fall and Spring report (Springreport dependent on Ed-Fi participation) ● Next 15,000 students <ul style="list-style-type: none"> ○ \$0.40 per report per student (e.g. \$0.80 per student for a Fall and Spring report) ● Any additional students <ul style="list-style-type: none"> ○ \$0.33 per report per student (e.g. \$0.66 per student for a Fall and Spring report)
	<p><u>Ed-Fi Hosting and Secure Dashboard Reporting</u></p> <p>The CORE-EA Ed-Fi based data system is being designed to securely and seamlessly connect local educational data source systems to a data warehouse and analytics engine that will provide data-driven insights and inform decisions for education agencies, school district administrators, and teachers. Any educational technology that’s powered by Ed-Fi whether a student information system, a rostering tool, assessment software, etc. can connect with a central LEA data system via API to provide real time data interoperability. Our goal with this project is to allow all CORE LEAs to</p>	<ul style="list-style-type: none"> ● \$5,000 startup cost ● \$10,000/year for the first 5,000 students ● <p>\$0.75/student/year for additional</p>

	<p>have access to collaboration wide development of Ed-Fi technology and analytics and to help California become a leader in secure data interoperability.</p> <p>Participating LEAs will have access to the following:</p> <ul style="list-style-type: none"> ● A hosted Ed-Fi Operational Data Store (ODS). ● Secure, business intelligence dashboards that operate from data sourced by and updated in the Ed-Fi system on areas such as attendance and on-trackness. 	<p>students, up to a max of 17,500 students</p> <ul style="list-style-type: none"> ● No additional cost for students 17,501+
	<p><u>Ed-Fi Hosting and Secure Dashboard Reporting</u></p> <p>The CORE-EA Ed-Fi based data system is being designed to securely and seamlessly connect local educational data source systems to a data warehouse and analytics engine that will provide data-driven insights and inform decisions for education agencies, school district administrators, and teachers. Any educational technology that’s powered by Ed-Fi, whether a student information system, a rostering tool, assessment software, etc. can connect with a central LEA data system via API to provide real time data interoperability. Our goal with this project is to allow all CORE LEAs to have access to collaboration wide development of Ed-Fi technology and analytics and to help California become a leader in secure data interoperability.</p> <p>Participating LEAs will have access to the following:</p> <ul style="list-style-type: none"> ● A hosted Ed-Fi Operational Data Store (ODS). ● Secure, business intelligence dashboards that operate from data sourced by and updated in the Ed-Fi system on areas such as attendance and on-trackness. 	<ul style="list-style-type: none"> ● Minimum of \$10,000 per year ● \$2.50/student/year ● Access to dynamic real time dashboards developed by CORE and EA
	<p><u>Data Collaborative Improvement Academy</u></p> <p>The Improvement Academy is a project-based experience that is designed for teams. Teams will learn improvement methodologies with an emphasis on data use and data capability building.</p> <p>The Improvement Academy is designed to provide a hands-on introduction to the tools and principles of improvement science. Through this offering, participant will experience:</p>	<ul style="list-style-type: none"> ● \$10,000 per team for SY23-24 ● 4-6 member per team

	<ul style="list-style-type: none"> ● Project-based, hands-on learning around methods & tools of improvement science ● Strategies for attending to the human side of change & developing improver mindsets ● Development of an equity consciousness infused within the practice of improvement ● Design of measures (use of ongoing data collection) to understand if changes are producing improvement ● Collaboration & networking with like-minded colleagues from across California 	
	<p><u>Breakthrough Success Community (BTSC)- Cohort 4</u></p> <p>The Breakthrough Success Community (BTSC) is a collaboration of schools & districts committed to producing breakthrough results in college & career success by using improvement science to improve 9th grade on-track rates in all participating schools.</p> <p>The BTSC shared “change package” is a set of evolving promising practices developed by the COREdistricts, University of Chicago’s Consortium on School Research, the Network for College Success, and other nationally-recognized school systems.</p> <p>Each participating school will establish a BTSC Team of 4-6 members that can include counselors, 9th-grade teachers, admin, and other staff members who impact the 9th-grade experience.</p>	<p>Price available upon request</p>
	<p><u>Custom Local Dashboard Development</u></p> <p>CORE is working directly with PEAs and LEAs to develop custom dashboard tools to support progress monitoring and system investigation in particular arenas of school and district work, including:</p> <ul style="list-style-type: none"> ● On Track for post-secondary success ● Attendance and Chronic absenteeism ● Student Behavior ● Student to School Staff developmental relationships ● Other 	<p>Price available on request</p>
	<p><u>Improvement Capability Building Courses</u></p>	<p>Price available on</p>

	<ul style="list-style-type: none"> • CORE offers district and school leaders various courses in improvement capability building. Individuals, and in some cases teams can sign up to build their skill sets in facilitating, managing, and providing executive leadership over improvement work at the school or district level. 	request
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Role of the Client as the Partnering Education Agency

Each client is considered a partnering education agency (PEA). **Fee and Payment Schedule**

Total fees	\$2,018
23-24 fee (6 month) due at the beginning of the contract (invoice will be sent upon execution)	\$673
24-25 fee due on or before September 30, 2024	\$1,345

Attachment B: Data Use Agreement (see separate attachment)

Attachment C: Specific Data Elements (enclosed in Attachment B)

ATTACHMENT D: SCHOOL LEA-SPECIFIC AGREEMENTS

In Re E. CORE DISTRICT RESPONSIBILITIES

LEA shall designate the following person(s) as authorized representatives for the making LEA-specific agreements about the use of these data beyond the parameters articulated in the Data Use Agreement:

Dr. Mary Streshly *Superintendent*
Name _____ Title _____

MR. Shann Chu *Director, Teaching & Learning*
Name _____ Title _____

MS. Adriana Gonzalez *Data Manager*
Name _____ Title _____

Professional Services Agreement

This Professional Services Agreement, hereinafter referred to as the "AGREEMENT" is made and entered into as of the 31st day of July, 2023 by and between Oakland Military Institute Preparatory Academy with a physical location of 3877 Lusk St, Oakland, CA 94608, hereinafter referred to as "CLIENT" and El Paseo Children's Center, Inc., a corporation formed under the laws of the State of California, whose physical address is 74-075 El Paseo Drive, Suite A2B, Palm Desert, CA 92260, hereinafter referred to as "AGENCY". AGENCY or CLIENT may sometimes be referred to hereinafter individually as "Party" or be collectively referred to as "Parties".

RECITALS

WHEREAS, AGENCY operates as a Non-Public Agency in the State of California and employs individuals, hereinafter referred to as "PERSONNEL", to provide special education assessments and related services; and

WHEREAS, CLIENT desires to engage AGENCY to provide special educational and related services to its students; and

WHEREAS, AGENCY is agreeable to providing PERSONNEL to provide services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties, for the consideration stated herein, mutually agree to enter into this AGREEMENT subject to the following terms and conditions:

- 1.) **Services.** AGENCY will, upon request by CLIENT, provide licensed PERSONNEL to provide the special educational and related services listed in "Exhibit A Services Provided", hereinafter referred to as "SERVICES", subject to availability of qualified Personnel.
- 2.) **Term.** The term of this AGREEMENT will begin on 4th day of August, 2023, and shall continue until the 30th day of June, 2024. This AGREEMENT shall not automatically renew.
- 3.) **Compensation.** AGENCY will provide SERVICES under this AGREEMENT at the rates based on the rate sheet. AGENCY will invoice when testing is completed.

3.1 Invoice Method. AGENCY will submit invoices to CLIENT via one or both of the following method(s):

US Mail: Accounting
Oakland Military Institute
3877 Lusk St
Oakland, CA 94608

Email:

accounting@omiacademy.org

3.2 Payment. All amounts due to AGENCY are due and payable within thirty (30) days from date of invoice.

CLIENT will send all payments to the following address:

El Paseo Children's Center, Inc.
74-075 El Paseo Drive, Suite A2B
Palm Desert, CA 92260

3.3 Late Payment. Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.

4.) AGENCY Responsibilities.

4.1 PERSONNEL. AGENCY will supply CLIENT with PERSONNEL who meet the following criteria:

4.1.1 Possess current state license/registration and/or certification, as applicable and appropriate for the SERVICES provided to students of CLIENT.

4.1.2 Meet AGENCY and CLIENT conditions of employment regarding health clearance (to include proof of pre-employment TB skin testing), provision of professional references, background checks, and any other applicable hiring criteria, documentation of which will be kept in the AGENCY employee file.

4.2 Fingerprinting / Criminal Background Check. The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to AGENCY's SERVICES under this AGREEMENT and AGENCY certifies its compliance with these provisions as follows: "AGENCY certifies that the AGENCY has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all AGENCY's PERSONNEL who may have contact with CLIENT's students in the course of providing SERVICES pursuant to the AGREEMENT, and the California Department of Justice has determined that none of the PERSONNEL has been convicted of a felony, as that term is defined in Education Code section 45122.1."

4.3 Insurance. AGENCY will maintain (at its sole expense) a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering sole negligent acts or omissions which may give rise to liability for SERVICES under this Agreement. AGENCY shall maintain worker's compensation coverage of not less than \$1,000,000 per occurrence. AGENCY will provide a certificate of insurance evidencing such coverage upon request by CLIENT.

4.4 Wages, Taxes, and Employee Benefits. AGENCY acknowledges that as being an independent contractor that it agrees that it is the sole responsibility of AGENCY for payment of all wages, of all applicable federal, state and local taxes or contributions, including unemployment insurance, social security, worker's compensation and related costs related to employing PERSONNEL.

5.) CLIENT Responsibilities.

5.1 Non-performance. If CLIENT concludes, in its sole discretion, that any PERSONNEL provided by AGENCY have engaged in misconduct, or have been negligent, CLIENT may require the PERSONNEL to leave the premises and will notify AGENCY immediately in writing, providing in reasonable detail the reason(s) for such dismissal, and may provide AGENCY with a right to cure such situation, in AGENCY's sole discretion. CLIENT's obligation to compensate AGENCY for such individual's services will be limited to the amount of SERVICES provided. AGENCY will not reassign the individual to CLIENT without prior approval of the CLIENT. If AGENCY requests feedback, CLIENT shall provide feedback in a timely manner.

5.2 Compliance with Regulatory Standards. In all instances where PERSONNEL are supervised by CLIENT, CLIENT shall be required to document and develop an incident report of any injury, illness, or ailment experienced by PERSONNEL at the CLIENT workplace in accordance with applicable federal, state and local laws, rules and regulations.

5.3 Insurance. CLIENT will maintain at its sole expense a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering acts or omissions which may give rise to liability in connection with SERVICES under this AGREEMENT. CLIENT will give AGENCY prompt written notice of any material change in CLIENT coverage. CLIENT will provide evidence of such insurance to AGENCY upon AGENCY'S request.

5.4 Non-Solicitation / Conversion Fee. AGENCY agrees to not directly or indirectly, personally or through an agent or agency, solicit, hire or contract with or employ any of AGENCY'S PERSONNEL while evaluating, considering, interviewing of such PERSONNEL prior to providing SERVICES or while providing SERVICES during the TERM of the AGREEMENT. An exception to this prohibition may be agreed to only in writing by the Parties. If CLIENT enters into an employer-employee relationship with PERSONNEL or refers PERSONNEL to a third party for employment before the end of the TERM, CLIENT agrees to pay AGENCY a Conversion Fee in the amount equal to 25% of the annual salary, which is calculated by the number of instructional days multiplied by the number of hours per day PERSONNEL works multiplied by the hourly billable rate indicated on "Exhibit A - Services Provided Schedule" Conversion Fee must be paid to AGENCY within 30 days of CLIENT hiring AGENCY'S PERSONNEL.

5.5 Right to Dismiss. CLIENT may request the dismissal of any PERSONNEL for any reason; provided, however, that AGENCY shall have the right to cure such dismissal, in AGENCY'S sole discretion. CLIENT agrees to notify AGENCY of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. CLIENT shall be obligated to compensate AGENCY for such individual's services limited to the number of hours actually worked.

- 6.) Independent Contractor.** AGENCY and CLIENT are independent legal entities. Nothing contained in this AGREEMENT will be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this AGREEMENT. Neither AGENCY nor CLIENT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this AGREEMENT.
- 7.) Confidential Information.** Both Parties may receive information that is proprietary to or confidential to the other Party or its affiliated companies and their clients. Both Parties agree to hold such information in strict confidence and not to disclose such information to third Parties or to use such information for any purpose whatsoever other than performing under this AGREEMENT or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to AGENCY as a result of PERSONNEL's access to such information.
- 8.) Availability of Personnel.** The Parties agree that AGENCY's duty to supply Personnel on request of CLIENT is subject to the availability of qualified PERSONNEL. The failure of AGENCY to provide PERSONNEL or the failure of CLIENT to request PERSONNEL results in no penalty to CLIENT or any Party claiming by or through it and shall not constitute a breach of this AGREEMENT.
- 9.) Non-discrimination.** Neither AGENCY nor CLIENT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.
- 10.) Limitation of Liability.** Neither AGENCY nor CLIENT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this AGREEMENT or the SERVICES provided, however caused, even if such Party has been advised of the possibility of such damages. In no event shall AGENCY be liable to CLIENT in an amount that exceeds the fees paid to AGENCY by CLIENT pursuant to the terms of this AGREEMENT.

11.) Indemnification. AGENCY agrees to indemnify and hold harmless CLIENT, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third Parties in connection with the sole gross negligent performance of AGENCY, its directors, officers, employees, or agents under this AGREEMENT only.

CLIENT agrees to indemnify and hold harmless AGENCY, its directors, officers, shareholders, employees, and agents from and against any and all losses, damages, claims, actions, or liabilities, and expenses connected therewith (including reasonable attorney's fees) which may be asserted against them by third Parties arising out of any act or inaction of CLIENT, its directors, officers, employees, or agents under this AGREEMENT.

12.) Confidentiality. The Parties agree to keep the terms and conditions of this AGREEMENT, and any information exchanged or obtained hereunder is strictly confidential, and not to disclose such information and materials to any third Party, except pursuant to a court order or applicable law, rule or regulation.

12.1 HIPAA Compliance. In instances where AGENCY receives Protected Health Information, herein referred to as "PHI" in connection with the Services provided to CLIENT, AGENCY and CLIENT agree that they shall each:

12.1.1 Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1986, as codified at 42 U.S.C. §1320d through d-8, hereinafter referred to as "HIPAA".

12.1.2 Adhere to all requirements of any regulation promulgated thereunder.

12.1.3 Not use or further disclose any PHI concerning a patient other than as permitted by this AGREEMENT, the requirements of HIPAA and/or applicable- federal regulations. AGENCY shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than provided for by this AGREEMENT.

12.1.4 Promptly report any violations, use and/or disclosure of a client/patient's PHI not provided for by this AGREEMENT as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

12.2 Breach of Confidentiality. In the event that either Party is in breach of any provision(s) of this Article of the AGREEMENT, it shall immediately advise the opposite Party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this AGREEMENT. Both Parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this AGREEMENT, may result in irreparable and continuing damage and that the Party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

13.) Compliance with Laws. AGENCY and CLIENT agree that all SERVICES provided pursuant to this AGREEMENT shall be performed in compliance with all applicable federal, state, or local rules and regulations.

14.) No Agency Created. AGENCY agrees and understands that no authority exists pursuant to this AGREEMENT for AGENCY to enter into any third Party contract, assume any obligation, or to make any representation to third Parties on behalf of, or which may bind CLIENT.

15.) No Rights in Third Parties. This AGREEMENT does not create any rights in, or inure to the benefit of, any third Party except as expressly provided herein.

- 16.) Authority to Bind Parties.** Neither Party in the performance of any and all duties under this AGREEMENT, except as otherwise provided in this AGREEMENT, has any authority to enter into any third Party contract, assume any obligation, bind the other Party to any agreements or undertakings, or make any representation to third Parties on behalf of, or which may bind the other Party.
- 17.) Assignment.** Neither Party may assign, transfer, convey any of [his or her] rights, interest, nor delegate the performance of any of [his or her] duties under this AGREEMENT without the prior written consent of the other Party.
- 18.) No Unauthorized Use of Names.** Neither Party will use the other's name in any advertisement, promotion, business card, etc. without the other Party's prior written consent.
- 19.) Non-Waiver.** The failure of the CLIENT to seek redress for violation of, in any one or more instances to insist upon strict performance of any of term or condition of this AGREEMENT or to exercise any option herein conferred shall not be deemed or construed as a waiver or relinquishment of such term or condition, or prevent a subsequent similar act from constituting a violation of such term or condition. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 20.) Severability.** In the event that one more of the terms, conditions or provisions of this AGREEMENT is held, in whole or in part, by a court of competent jurisdiction to be invalid, void, or unenforceable, then only that provision will be omitted and the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 21.) Survival.** All provisions that logically ought to survive termination of this AGREEMENT shall survive.
- 22.) Governing Law.** The rights, duties, and obligations of the Parties, along with the terms and conditions of this AGREEMENT shall be governed by the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this AGREEMENT shall have venue in Riverside County, California.
- 23.) Conflicts.** The terms of this AGREEMENT shall control over any conflicting terms in any referenced agreement or document.
- 24.) Provision of Law Clause.** Each and every provision of law clause required by law to be inserted in the AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the AGREEMENT shall forthwith be physically amended to makes such insertion or correction.
- 25.) Cumulative Rights.** Any specific right or remedy provided in this AGREEMENT will not be exclusive but will be cumulative of all other rights and remedies.
- 26.) Attorney's Fees, Expenses, Costs.** If either Party hereto becomes involved in litigation arising out of this AGREEMENT or the performance thereof, the court in such litigation, or in a separate suit, shall award reasonable costs and expenses, including attorney fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of the costs, expenses, and attorney fees paid or incurred in good faith.

27.) Force Majeure. Neither Party shall be held responsible or liable for any delay or failure of performance of any part of this AGREEMENT to the extent such delay or failure is caused by or result of Acts of Nature (including fire, flood, earthquake, storm, or other natural disaster), explosion, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), terrorist activities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, embargo, government sanction, riot, labor dispute, strike, lockout, interruption or failure of electricity, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming Party. The affected Party will notify the other Party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) days from the date the other Party receives notice under this paragraph, the non-affected Party will have the right, without any liability to the other Party, to terminate this AGREEMENT.

28.) Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any Party shall be in writing and shall be validly given or made to the other Party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given three (3) business days after deposit thereof in the United States mail addressed to the Party to whom such notice, demand or other communication is to be given as follows:

If to Client: Oakland Military institute College Preparatory Academy
 3877 Lusk St.
 Oakland, CA 94608

If to Agency: Attn: Brent Cooper
 El Paseo Children's Center, Inc.
 74-075 El Paseo Drive, Suite A2B
 Palm Desert, CA 92260

Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

29.) Calculation of Time. For the purposes of this AGREEMENT, "days" refers to calendar days and "business days" refers to exclusively to weekdays excluding federal, state or local holidays observed by CLIENT.

30.) Termination. Either Party may revoke and otherwise terminate this AGREEMENT according to the specific terms and/or conditions listed below. Either Party must notify the other Party in writing of their intention to take such action. Any such writing shall be sent to the other Party by United States mail, certified or registered, postage prepaid, return receipt requested.

30.1 Without Cause. Either Party may, upon thirty (30) days' notice, with or without reason, terminate this AGREEMENT. Upon this termination, CLIENT shall only be obligated to compensate AGENCY for SERVICES satisfactorily rendered by PERSONNEL to the date of termination. Written notice by either Party according to specifics of Paragraph 28 "Notices" shall be sufficient to stop further performance of SERVICES by AGENCY's PERSONNEL.

30.2 With Cause. Either Party may terminate this AGREEMENT upon giving notice of intention to terminate for cause. Written notice shall contain the reason for such intention to terminate and unless within three (3) business days after service of such notice the condition or violation has ceased, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the three (3) business days cease and terminate and CLIENT shall compensate AGENCY only for SERVICES satisfactorily rendered to the date of termination. Written notice by either Party according to specifics of Paragraph 28 "Notices" shall be sufficient to stop further performance of SERVICES by AGENCY's PERSONNEL. Cause shall include:

30.2.1 Material violation of this AGREEMENT by either Party; or

30.2.2 Any act by either Party exposing the other Party to liability to others for personal injury or property damage; or

30.2.3 Either Party ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceedings under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of AGENCY this AGREEMENT shall terminate and be of no further force and effect.

30.3 Immediate Termination. Either Party may terminate this AGREEMENT immediately without prior notice, and upon this termination, CLIENT shall only be obligated to compensate AGENCY for SERVICES satisfactorily rendered by PERSONNEL to the date of termination, if AGENCY or its PERSONNEL or CLIENT or its employees commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct that causes harm, financial loss, or other illegal acts that negatively affects the other Party.

31.) Headings, Captions and Interpretations. Paragraph or Section headings in this AGREEMENT are used solely for convenience, and shall not to be considered a part of this AGREEMENT and are not intended to be a full and accurate description of the contents hereof. No provision of this AGREEMENT shall be interpreted for or against a Party because that Party or its legal representative drafted such provisions, and this AGREEMENT shall be construed as if jointly prepared by the Parties.

32.) Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

33.) Entire Agreement, Counterparts and Amendments. This AGREEMENT and any exhibits attached hereto sets forth and constitutes the entire AGREEMENT and understanding among the Parties with respect to the subject matter hereof. This AGREEMENT may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. This AGREEMENT supersedes any and all prior or contemporaneous understandings, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations and agreements, whether oral or written, with respect to the Services contemplated, and may be amended or modified only by a written instrument executed by both Parties to the AGREEMENT.

34.) Signature and Acceptance.

34.1 Signature Authority. Each Party has the full power and authority to enter into and perform this AGREEMENT, and the person signing this AGREEMENT on behalf of each Party has been properly authorized and empowered to enter this AGREEMENT.

34.2 ACCEPTANCE OF AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF THE SERVICE AND ARE NOT RELYING ON ANY REPRESENTATION AGREEMENT, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

The Parties hereto have executed this AGREEMENT by and through their duly authorized representatives on the dates indicated below.

Oakland Military Institute Preparatory Academy _____

El Paseo Children's Center Inc. _____

(CLIENT)

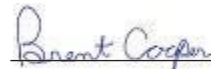
(AGENCY)

(Authorized CLIENT Representative's Name)

Brent Cooper

(Name of Authorized Representative for AGENCY)

(CLIENT's Representative's Signature)



(AGENCY's Representative's Signature)

(Title)

CEO

(Title)

(_____) _____

(760) 342-4900 _____

July 31, 2023

Phone Number

(Date Signed)

Phone Number

(Date Signed)



El Paseo
Children's
Center, Inc.

Educational Staffing Solutions

Brent Cooper, LEP

74-075 El Paseo Drive, Suite A2B
Palm Desert, CA 92260
Phone: 760-342-4900
B.Cooper@ELPaseoStaffing.com

2023-2024 Fee Schedule

VIRTUAL/IN PERSON EVALUATIONS*	Rate
Psycho Educational Evaluation	\$2,850
Psycho Educational Evaluation with Academics	\$3,400
Speech and Language Evaluation	\$1,600
Occupational Therapy Evaluation	\$1,600
Adaptive PE Evaluation	\$1,850
Deaf and Hard of Hearing Assessments	\$1,950
Assistive Technology Evaluation	\$1,950
AAC Evaluation	\$1,950
Physical Therapy Evaluation	\$1,950
Behavioral Assessment (FBA)	\$2,850
VIRTUAL SERVICES	Rate Per Hour
Speech Services	\$115
OT Services	\$115
APE Services	\$115
DHH Services	\$115
IEP Attendance	\$100

Hourly In-person assessments for mileage will be billed at the current IRS rate.

Services Time Less Than 60 Minutes:

Services delivered that are less than 60 minutes will be billed the full hourly rate.

No Show for services: 50 percent of the hourly rate

-Parent No Show at IEP

Meetings \$60 flat fee



After-School Program Fall 2023 - Spring 2024 Contract

CONTRACT AND SERVICE AGREEMENT BETWEEN

Hands-On Technology Education, LLC
3397 Hackamore Drive
Hayward, CA 94541
AND
Oakland Military Institute
3877 Lusk Street
Oakland CA, 94608

This Agreement is made as of _____ (*date*), between Hands-On Technology Education, LLC, hereafter referred to as “Provider”, and Oakland Military Institute (Youth Organization), hereafter referred to as “Youth Organization”.

Recitals

A. Provider has developed certain unique educational subject matter, systems, designs, organization models, curricula, materials, guidelines, tests, and/or programs.

A.1. Provider authorizes Brian Ware (Program Manager) and Korey Sewell (Executive Director) to represent its entity with respect to communication and execution of this contract agreement.

B. Youth Organization wishes to engage the Provider in order to provide instructional services and supplies to staff and students enrolled as part of the Youth Organization.

Agreement

NOW, THEREFORE, in consideration of the premises, the covenants, and agreements set out below, Provider and Youth Organization agree as follows:

1. **ENGAGEMENT.** Youth Organization hereby engages and retains Provider, who agrees to serve as consultant and service provider in connection with instructional design and delivery of instruction for the students listed above.

2. **TERM.** The term of the Agreement shall be from the date of execution of the Agreement until the program objectives set forth in Section 3, “PROVIDER’S OBLIGATIONS”, have been achieved.



After-School Program Fall 2023 - Spring 2024 Contract

3. PROVIDER OBLIGATIONS will include:
- A. Facilitate STEAM (Science, Technology, Engineering, Arts, & Math) after-school program according to the following specifications:
 1. Instructional & Program Management Staff to effectively **implement a 60-student After-School & Intramural Sports program** between the **dates of September 2023 - May 2024**
 - Two Student Tracks: Track A (New Students), Track B (Returning)
 - Includes support for up to 3 ASP classrooms
 1. Support STEAM & Non-STEAM Days for the After-School Program as per OMIA scheduling needs
 - a. STEAM Days are to be no less than 50% of programming days
 - b. Non-STEAM days may consist of Intramural Sports, Typing Proficiency, & HOTE Special Activities/Projects as mutually agreed upon by Youth Organization and HOTE.
 - c. Up to 4 CLUBS/INTRAMURAL SPORTS will be active based on responses to student surveys.
 2. Provide **Customized Curriculum** schedule & activities to support both After-School Program
 - After-School Program: Differentiate 100 (beginner) or 200 (intermediate) level curriculum based on incoming student skillset, age-groups, and returning students
 - Re-evaluate curriculum needs and activities on a monthly basis in order to best merge with OMIA goals and student needs.
 3. Provide **Student Data Assessment & Reporting** for ASP Programs
 - Conduct Pre- & Post Skill Surveys for After-School Program Registrants
 - Conduct Student Satisfaction & Feedback Surveys after Project Theme completion
 4. Deliver **STEAM Curriculum** based on student skill sets within the following topics:
 - Technology Adventure Themes ([descriptions](#)):
 1. Artificial Intelligence
 2. Cryptography



After-School Program Fall 2023 - Spring 2024 Contract

3. Earth & Life Science Adventure
 4. Tech Entrepreneurship
 5. Robot Coder & Builder
 6. Virtual Reality Experience
 7. YouTuber (Videography)
 8. Game-gineers: Play, Build, & Code Video Games
- Technology Core: (1) Computer Science & (2) Electrical Engineering

5. Implement **Daily Activity Stations** in Sports, Arts, Music, & STEAM as exploratory time for After-School Program students

- Activity Stations will rotate on a monthly basis in order to encourage student participation and evolve to student interests

6. Provide Classroom Supply Sets for Technology Adventure Materials

- Consumable Supplies for all students participating
- Allocation of HOTE Supplies for Classroom usage
- Supply Shipping, Delivery, & Distribution to students

B. Consult with the Youth Organization to determine age- and skill-appropriate STEAM Education activities.

4. YOUTH ORGANIZATION'S OBLIGATIONS. Youth Organization will participate and cooperate as follows:

- A. Consult with the Provider to determine age-appropriate Computer Science & Engineering activities
- B. Payment of activity within agreed upon payment schedule (See Section 6. RATES)
- C. Coordinate meeting with other Military Academies
- D. HOTE STEM programming with OMI during school day (Assemblies/Demo Days, HOTE Makerspace, or Professional Development)
- E. Summer site access for potential HOTE Summer Programming

5. MUTUAL OBLIGATIONS. Both Provider and Youth Organization agree to:

- A. Promptly inform the other party of any issues and problems that may arise during the development and implementation of services.



After-School Program Fall 2023 - Spring 2024 Contract

- B. Grant permission to the other party to share information regarding the services provided with other school Youth Organizations, potential clients, and other organizations.
- C. During the term of this Agreement and for a period of (1) year after the expiration or termination of this Agreement for any reason, each party hereto agrees that it shall not:
 - (a) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers or clients of the other party;
 - (b) induce or attempt to induce any employee, agent or former employee or agent of the other party to leave the employ of the other party, or hire any such employee, agent or former employee or agent in any business or capacity; or
 - (c) make any statement disparaging the other party, any member, principal, officer, director, shareholder, employee or agent thereof, to any person, firm, corporation or other business organization whatsoever. In doing so, there may be a compensation fee.
- D. Should non solicit agreement be breached, the offending party agrees to pay a one-time fine of 12x the monthly salary for each employee that has been solicited out of the contract, calculated by averaging the most recent 6 months of salary for the employee and prorating for the full amount.
- E. Collaboration on at least 4 grant proposals with OMI administrative support



After-School Program Fall 2023 - Spring 2024 Contract

6. RATES & PAYMENT SCHEDULE

- A. The Youth Organization agrees to the following rate of \$225,000 for the services listed above. Payments can be made by any of the following methods:
 - a. ACH deposit
 - b. Check
- B. Payment is required according to the following schedule:
 - a. Payment #1 - \$60,000: Due By August 18th, 2023
 - Payment to be made within 7 days of contract execution.
 - b. Payment #2 - \$55,000: Due By October 13th, 2023
 - c. Payment #3 - \$55,000: Due By January 19th, 2024
 - d. Payment #4 - \$55,000: Due By April 26th, 2024

Sign & Date Below (Youth Provider):

Mrs. Shawna Lipsey
Oakland Military Institute (OMI)

Date

Dr. Korey Sewell, CEO
Hands-On Technology Education

Date

Brian Ware, Programs Director
Hands-On Technology Education

Date

CO-SPONSOR PAGE

Please include a separate cover page for each organization that is co-sponsoring the effort.

TO BE COMPLETED BY THE LEAD SPONSORING ORGANIZATION:

Name of Lead Sponsoring Organization: Fortune School of Education

Project Director/Contact Person: MARGARET FORTUNE, PRESIDENT/CEO

Telephone: 916.924.8633

Fax: 916.924.8664

Email: mfortune@fortuneschool.us

Signature: _____

Date: _____

TO BE COMPLETED BY CO-SPONSORS:

Type of Organization:

COE 01 District 61259 Charter 0130617 CDS Code (7 or 14 digits)

IHE _____

Name of Co-Sponsoring Organization:

Name: Oakland Military Institute College Preparatory Academy

Mailing Address: 3877 Lusk Street

City / Zip: Oakland 94608

Phone: 510.594.3900

Fax: 510.594.3975

For co-sponsoring districts, please indicate the number of intern candidates that will be employed by your district in **2023-2024: 1**

Co-Sponsor Authorized Participation Has Been Approved By:

Signature of Approving Official: _____

Printed Name of Approving Official: Dr. Mary Streshly

Position/Title: Superintendent, OMI

Date: _____

Please attach business card of approving official here



SACRAMENTO
BAY AREA

2890 Gateway Oaks Dr., #100
Sacramento, CA 95833
fortuneschool.us

916.924.8633 tel
916.924.8664 fax

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by the following parties:

- **Employing Agency:** OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
- **Program Sponsor:** FORTUNE SCHOOL OF EDUCATION

Fortune School of Education is a non-profit District Intern Credential Program, accredited by the California Commission on Teacher Credentialing. District Intern Credential Programs are alternative certification programs in which an Employing Agency (School District, Non-Public School, or Charter School) partners with a Program Sponsor to provide coursework, mentoring, and supervision to a District Intern throughout his or her designated one or two-year program.

It is the responsibility of the **EMPLOYING AGENCY** (herein referred to as **EMPLOYER**) and **FORTUNE SCHOOL OF EDUCATION** (herein referred to as **PROGRAM**) to collaborate and implement Teacher Education Alternative Certification and Hiring (TEACH) to recruit, place, and train teachers for positions as “Teacher of Record” in the following areas: English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild to Moderate Support Needs.

Therefore, in consideration of the mutual assurances set forth below, the parties listed above hereby agree to the following:

1. **AGREEMENT**

The EMPLOYER and PROGRAM hereby agree to collaborate with each other to implement TEACH, and to recruit, place, and train teachers for positions as “Teacher of Record” in the following areas: English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild/Moderate Support Needs upon the terms and conditions hereinafter set forth.

2. **TERMS OF AGREEMENT**

The term of this agreement is **THREE (3) YEARS**. This agreement shall be in effect until one party informs the other in writing of their intent to terminate the agreement and all of the conditions set forth. There shall be at least sixty (60) days between the second party’s receipt of the termination notice and the date on which termination is effective.

3. **DISTRICT INTERN SUPPORT AND SUPERVISION**

Per requirements set forth by the California Commission on Teacher Credentialing (herein referred to as CCTC), the EMPLOYER and PROGRAM will provide a minimum of 144 hours of support/mentoring and supervision, plus an additional 45 hours of EL support, for each District Intern per school year. These hours include but are not limited to: coaching, modeling, and demonstrating within classroom; assistance with course planning and problem-solving regarding students and curriculum; and development of effective teaching methodologies.

A) District Intern Support Responsibilities of the EMPLOYER

- i. Provide a qualified On-Site Mentor
 1. Nominated by their school administrator
 2. Valid corresponding Clear or Life credential
 3. Three years successful teaching experience
 4. English Learner Authorization (An individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.)
 5. Effective in classroom management and subject specific pedagogy
 6. Trained in PROGRAM-approved Mentor Training Program
- ii. Site Administrator: Ensures that a qualified Site Administrator is in place and possesses a current, appropriate administrative-level credential.
- iii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
- iv. English Learners: Support will include in-classroom coaching specific to the needs of English learners
- v. Activities include but are not limited to:
 1. Content specific coaching (i.e. math coaches, reading coaches, EL coaches etc.)
 2. Grade level or department meetings related to curriculum, planning, and /or instruction
 3. Analysis and reflection sessions of formative, summative, and standardized assessment data
 4. New Teacher Orientation
 5. Coaching (not evaluation) from an administrator
 6. Co-planning with special education or EL expert to address special needs and/or EL students
 7. Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
 8. Review/discuss test results with colleagues (CELDT and standardized tests)

B) District Intern Support Responsibilities of the PROGRAM

- i. Provide a qualified Field Supervisor
 1. Current or retired educator with experience in the field of education
- ii. Focus: to assist each District Intern with developing teaching competencies with regard to design and delivery of curriculum and classroom management practices
- iii. English Learners: Support will include in-classroom coaching specific to the needs of English learners
- iv. Activities include but are not limited to:
 1. Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) offered in person, or via the web-enabled video conference/webinar or other video conferencing media
 2. Peer/faculty support (example: discussion debriefing teaching day at start of each class)

C) District Intern Support Responsibilities that are offered by both the EMPLOYER and PROGRAM:

- i. The EMPLOYER On-Site Mentor and the PROGRAM Field Supervisor assigned to a District Intern shall meet periodically with the District Intern to discuss the

- ii. District Intern's classroom practices and professional development generally, and to ensure compliance with the California Standards for the Teaching Profession (CSTP) and the standards outlined in Senate Bill 2042, including but not limited to, Teaching Performance Expectations (TPE) in the District Intern's classroom. Furthermore, in the case of District Interns earning an Education Specialist: Mild to Moderate Support Needs Credential, the California Commission on Teacher Credentialing requires that the On-Site Mentor and the Field Supervisor verify that the District Intern has satisfied each professional standard of the CSTPs.
- iii. The EMPLOYER must ensure that the District Intern has opportunities for field experiences that allow him/her to observe and/or participate in the instruction of students other than his/her regular assignment. District Interns should have access to a student body that reflects the full diversity of California public schools. These field experiences must be in the subject area of the District Intern's credential and coordinated in collaboration with the PROGRAM.
- iv. Activities include but are not limited to:
 - 1. Classroom observations and coaching
 - 2. Demonstration lessons and/or co-teaching activities with mentor, coach, or program supervisor
 - 3. Intern observation of other teachers and classrooms
 - 4. In-person, email, phone (voice, text), and/or video conferencing support related to observation, problem-solving, data analysis (formative, summative, and standardized assessments), reflection on practice, planning, curriculum and/or instruction
 - 5. Activities/workshops specifically addressing issues in intern's classroom – co-attend by intern and support person(s)
 - 6. Watching and discussing teaching videos with support person(s)
 - 7. Interactive Journal (On-Site Mentor/Supervisor and Intern)
 - 8. Phone/Email Support Hotline
 - 9. Observe SDAIE/ELD lessons online or in person
 - 10. Weekly planning or review of plans with EL Authorized Credential Holder
 - 11. Editing work-related writing (letters to parents, announcements, etc.)
 - 12. Professional Literature/Research discussion groups facilitated by appropriately credentialed support person or program supervisor
- v. In support of the On-Site Mentor, the PROGRAM will provide all On-Site Mentors with 10 hours of orientation (required per CCTC), including professional development in cognitive coaching and other research-based approaches to mentorship of District Interns. The orientation and professional development opportunities will be offered in-person and online via the PROGRAM'S learning management system.
- vi. Both the EMPLOYER and PROGRAM will participate in the development of an Individual Development Plan (IDP) to serve as a pathway to Induction. In shard collaboration with the On-Site Mentor (via the EMPLOYER) and the Field Supervisor (via the PROGRAM), the District Intern will work to develop an Induction Portfolio throughout the duration of the District Intern Program. This portfolio will be submitted at the conclusion of the District Intern Program and will be required for successful completion of the program prior to receiving a recommendation for the Preliminary Credential.

4. EMPLOYER'S RESPONSIBILITIES TO DISTRICT INTERNS

- A) EMPLOYER agrees that a District Intern shall be paid on the teacher salary schedule in accordance with the current teacher's union contract.
- B) District Interns shall be employees of the EMPLOYER.
- C) The EMPLOYER shall classify as a probationary employee of the EMPLOYER any person who is employed as a District Intern, Education Code section 44885.5.
- D) EMPLOYER shall credit District Interns with units for salary schedule movement as follows:
 - i) Each hour of instruction offered by the PROGRAM shall be considered the equivalent of one semester hour of university instruction.
 - ii) District Intern Cohorts prior to and including 2015: Fifteen (15) hours of instruction will equal one (1) semester unit of university credit.
 - iii) District Intern Cohorts after and including 2016: Ten (10) hours of instruction will equal one (1) semester unit of university credit.
- E) EMPLOYER should give District Interns assignments that provide the best opportunity for them to succeed with students. Classes such as combination classrooms, itinerant (multiple-site) teaching assignments, secondary teaching assignments with multiple preparations, whenever possible should NOT be given to District Interns. Site administrators should be cautious about assigning adjunct duties to District Interns.
- F) Each student will function within the policies of both the University and the District, including submitting proof of clear TB test to the District and meeting and clearing the District's fingerprinting clearance/background check process.

5. FISCAL RESPONSIBILITIES

The EMPLOYER and PROGRAM agree to develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing the following activities:

- A) EMPLOYER: Provide same credential or subject area experienced teachers to work as On-Site Mentors, to provide support and assistance to the District Intern teacher for at least 2 hours per week. (SB 1209 requirement).
 - i) EMPLOYER to pay Mentor stipend via payroll. Funding for Mentor stipend will be provided to EMPLOYER by PROGRAM.
- B) EMPLOYER: Participate in Fortune School's Teacher Recruitment and Placement Activities.
- C) PROGRAM: Provide personnel to process applications to CCTC for District Interns' credentials.
- D) PROGRAM: Submit applications to the CCTC for the appropriate certificates and credentials for District Interns and those ready for the Preliminary Credential.

6. METHOD OF PAYMENT FOR DISTRICT INTERN PROGRAM TUITION

EMPLOYER shall allow PROGRAM District Interns to pay tuition fees through direct payroll deductions.

7. VACANCIES ALLOCATED TO DISTRICT INTERNS

EMPLOYER will provide PROGRAM with the number of vacancies that will be filled by District Interns at the beginning of the recruitment year. The recruitment year begins in September for placement during the subsequent academic year, following standard hiring period of May-June. EMPLOYER certifies that District Interns do not displace certificated employees and that after extensive search and recruitment methods, it is determined that personnel are unavailable for the position.

8. NON RE-ELECTS

If the EMPLOYER finds that a District Intern performs below standards acceptable to the EMPLOYER, after appropriate support and advice have been exhausted and is removed from the paid District Intern position by the EMPLOYER, the EMPLOYER is to provide immediate written notification to the PROGRAM.

9. PROGRAM'S RESPONSIBILITIES TO DISTRICT INTERNS

- A) PROGRAM will ensure that each candidate in the PROGRAM participates in a Pre-Service Program for the number of hours required by CCTC and legislation (SBI209) to acquire knowledge and skills that will enable the candidate to create and maintain effective environments for student learning (Standard 2 of the CSTP). This assurance will be met for those District Interns hired on or before the September 30th Enrollment Deadline.
- B) PROGRAM will assure that all District Interns, with the exception of Early Completion Option candidates, complete a Pre-Service Program that will include 45 hours of English learner instruction and will receive their English Learner Authorization.
- C) PROGRAM will assure that Early Completion Option District Interns are provided supervision including in-classroom coaching specific to the needs of English learners by a qualified faculty member.
- D) PROGRAM will provide a professional development program that meets all of the credentialing requirements of the CCTC and the CSTP.
- E) PROGRAM will provide guidance, assistance, and feedback to each candidate to assure that the candidate adheres to the high standards of the teaching profession.
- F) PROGRAM will determine candidate competence through written verification by the assigned Field Supervisor and through documentation from the On-Site Mentor support provider and the Site Administrator.
- G) PROGRAM will select qualified persons to teach all professional development courses and to supervise candidates participating in the District Intern Program.

10. PROGRAM RECRUITMENT AND RESPONSIBILITY TO THE EMPLOYER

- A) PROGRAM will actively recruit District Interns at employment fairs, university and college recruitment fairs, and community organization diversity fairs.
- B) PROGRAM will organize and host information sessions at its campus locations periodically throughout the year.
- C) PROGRAM will paper screen and interview each candidate to determine that each individual presented to the EMPLOYER has personal qualities, academic preparation, and pre-professional experiences that suggest a strong potential for professional success and effectiveness as a teacher.
- D) PROGRAM will organize and host a Recruitment Fair in the spring or summer of each year that allows EMPLOYER Human Resource personnel to interview and fill the slots allocated for District Interns.
- E) PROGRAM will assist the EMPLOYER with filling positions in English, Mathematics, Social Science, Science, Physical Education, World Languages, Multiple Subject, and Education Specialist: Mild to Moderate Support Needs including those sites that are hard to staff.
- F) PROGRAM will assure that all candidates recommended for the District Intern Credential have met the Pre-Service requirements of SB 1209 effective January 1, 2007. All PROGRAM District Interns will have English Learner experience through the Pre-Service Program prior to becoming a District Intern and the English Learner Authorization will be included on the District Intern Credential.

- G) PROGRAM will organize and conduct classes that meet the credentialing requirements of the CCTC and the CSTP.
- H) PROGRAM will provide Field Supervisors for District Interns participating in the PROGRAM. PROGRAM should be contacted when a District Intern's Field Supervisor is not performing his/her responsibilities.
- I) PROGRAM will collaborate with EMPLOYER personnel to assure that the appropriate documents are submitted to CCTC for the certificates and credentials required by the CCTC.

II. INDEMNIFICATION

“PROGRAM shall hold harmless and indemnify EMPLOYER, its officers, agents, and employees from and against any and all claims and losses, demands, or liability accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with PROGRAM performance of this agreement. PROGRAM also agrees to hold harmless, indemnify, and defend EMPLOYER and its officers, agents, and employees from any claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to PROGRAM in connection with its performance of this agreement.

EMPLOYER shall hold harmless and indemnify PROGRAM, its officers, agents, and employees from any and all claims and losses, demands, or liability accruing or resulting from injury, damaging, or death of any person, firm, or corporation in connection with EMPLOYER performance of this agreement. EMPLOYER also agrees to hold harmless, indemnify, and defend PROGRAM and its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to EMPLOYER in connection with its performance of this agreement.

This agreement constitutes the entire understanding of the parties and any changes or modifications to this agreement shall only be effective if made in writing and signed by both parties.”

ACCEPTED AND AGREED TO BY:

AUTHORIZED SIGNER:

Dr. Mary Streshly, OMI Superintendent

EMPLOYER:

Oakland Military Institute College Preparatory Academy

Date

AUTHORIZED SIGNER:

Margaret Fortune, President/CEO

PROGRAM:

Fortune School of Education

Date



DISTRICT INFORMATION SHEET

School District / NPS: Oakland Military Institute College Preparatory Academy

Website Address: Oakmil.org

Please complete the information below and return it with the Memorandum of Understanding and Co-Sponsor Page

	NAME	TELEPHONE NUMBER	EMAIL ADDRESS
Human Resources Manager	Kathryn Wong	510.594.3946	kwong@omiacademy.org
Director of Teaching and Learning	Shann Chu	510.594.3905	schu@omiacademy.org
Director of Special Ed	Shawna Lipsey	510.594.3968	slipsey@omiacademy.org
Superintendent	Mary Streshly	510.594.3983	mstreshly@omiacademy.org
Beginning Teacher Support	Ken Kusactay	510.594.394	kkusactay@omiacademy.org
Payroll Technician	Kathryn Wong	510.594.3946	kwong@omiacademy.org
Other			

Coversheet

Management Organizational Chart

Section: V. Superintendent's Update
Item: A. Management Organizational Chart
Purpose:
Submitted by: Mary Streshly
Related Material: OMI Organizational Chart 2023-2024.pdf

BACKGROUND:

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

- 2023-2024 New School Year Start Up
 - Management Organizational Chart.

Budget/Fiscal
(Chief James)

- Budget
- Development
- Fiscal Policies
- Compliance
- Payroll
- Accounts
- Payable/Receivable
- Lunch Program
- Contracts
- Cadre funding;
- MOU, cadre promotion

OM (Mr. Carlos Rodriguez)

- Agendas, Calendars, Meetings,
- Minutes, policy, posting, archiving,

(Ms. Kathryn Wong)

- HR Policies
- HR Compliance
- HR Staff Complaint Process
- Salary Schedule, Payroll, subs

Compliance (Local/State)

- Misc Reporting
- Program Monitoring
- School Board Policies
- Local Indicators

Facilities
(Mr. Ismael Robles;

- Custodial
- Upgrades
- Maintenance

Community Engagement

- Marketing
- Cadet Recruitment
- LCAP engagement, Site Council, Fund-raising, partnerships

Commandant
(Chief Thomas James)

School Improvement Design

- Leadership Development & Leadership Design
- LCAP Goals Dev
- Charter Renewal Process
- WASC accreditation reports

Staff Retention & Recruitment
(Ms. Kathryn Wong)

- Job Postings, hiring process, Induction, substitute teachers, Position Descriptions, evaluation process, staff recognition

Cadet Support
(SgFC Michael Traver)

Director, Student Services
(Mrs. Shawna Lipsey)

Director, Teaching & Learning
(Mr. Shann Chu)

Cadet Academic Performance
(ASG Leads)

- Grades Monitoring/Reporting
- Interim/Summative Assessment
- Review

Cadet Discipline
(SgFC Michael Traver, Mr. Chu)

- Policies/Procedures
- Investigations
- Discipline/Academic Honor Boards

Cadet Activities
(Ops: Chris Lee/2LT Paoletti; Cadre Support)

- Cadet Council
- Rank Advancement
- Clubs
- Field Trips
- Military Training
- Graduation/Promotion
- HQ communications cell
- HS Athletics

Campus Security
(SgFC Traver, Mr. Chu)

- Campus Monitoring
- Gate Inspections
- Emergency Response
- Audio/Visual Surveillance

Cadet Attendance
(Jonathan Sanchez)

- Monitoring/Reporting
- SART/SARB boards

Cadet Supports
(Mrs. Shawna Lipsey)

- SPED Services/Monitoring/Compliance
- 504 Services/Monitoring/Compliance
- EL Services/Monitoring/Compliance
- BARR Coordinator
- Testing: ELPAC, AP, SAT
- Student/Parent Complaint Officer
- Summer School

Cadet Attendance
(Jonathan Sanchez)

- Monitoring/Reporting
- SART/SARB boards

Cadet College, Career & Wellness
(CJ Medina; Tim Murray; Kayla Simmons)

- Soc/Emotional
- Counseling
- Child Safety
- College & Career
- Counseling
- Transcript Checks
- 504 Services

Master Schedule

- Student Scheduling
- Course catalog
- UC Doorways
- Course attributes
- Personal Learning
- Plans [Naviance]

Parent Engagement

- Grizzly Nights, ELAC,
- College & career nights,
- Parent Ed.

Multi-tiered system of support [MTSS] Management

- Academic Support Group Management [ASGs]
- Scheduling, data compliance, CST/SST/MTSS flow chart, academic support p...

Assessment
(Ms. Cindy Murphy)

- CAASPP/SBAC, RenSTAR, personalized diagnostics
- CA & Local Indicator Dashboard

Technology
(Mark Basnage/Ralston Tuason)

- Phone Systems, Server, Network, hardware, software

Professional Development

- Classified, Certificated, Coaching
- Instructional Leadership Team

Instructional Program & Resources

- Program Coherence
- Materials/Supplies/Purchasing
- Dual/Concurrent Enrollment
- Curriculum Adoptions
- Common Assessments/Benchmarks

Staff Evaluations

- Classified, Certificated

Student Information/CALPADS
(Ms. Adriana Gonzalez, Jonathan Sanchez)

- Compliance Reporting
- Data Systems (CALPADS, AERIES)
- CALPADS Reporting, OUSD Reporting
- Registrar/Transcripts, Enrollment

Academic Support

- Intervention classes, programs, Read 180, SuccessMaker, Edgenuity
- Credit Recovery, Summer School
- Middle School Power UP

Extra-Curricular Programs

- After School Program
- Tutoring,
- MS Intramurals

Tim Murray	Kayla Simmons	CJ Medina	Carlos Rodriguez	Adriana Gonzalez
<p><i>Counselor - High School College/Career Athletics Director</i></p>	<p><i>Counselor - Middle School Mental Health/Academic Summer School</i></p>	<p><i>Mental Health Counselor</i></p>	<p><i>Office Manager/ Executive Assistant to the Superintendent/ Secretary to the Board</i></p>	<p>Data Manager</p>
<p>School Committees: ILT [Instructional Leadership Team] SART/ ASG/CST Block Mtgs</p>	<p>School Committees: SART, ASG/CST Block Mtgs</p>	<p>School Committees: ASG Block, Special Ed Dept Mtgs</p>	<p>School Committees: Governing Board, Front Office Team</p>	<p>School Committees: Data Services Team [attendance, registrar, calpads/aeries support]</p>
<p>Communication//Parent Outreach: -Senior Awards -Graduation -Financial Aid/Scholarships -Registration/course enrollment -Parent meetings -Athletic Awards -Student releases & successes</p>	<p>Communication/Parent Outreach: -Crisis communication Middle School Awards -Middle School course selection -Middle School Promotion -Mental Health Parent Ed</p>	<p>Communication/Parent Outreach: -Attend IEPs -Crisis communication</p>	<p>Communication/Parent Outreach: -Grizzly Family Nights -Superintendent Newsletter</p>	<p>Communication/Parent Outreach: -Registration -Orientation -Back to School Night</p>
<p>Duties: HS Academic Advising 504/SST Plans Guidance presentations HS Programming Graduation College Fairs College/Career Center At-Risk Counseling Scholarships Naviance Personal Learning Plans UC Doorways SAT/PSAT/ACT Testing AP Testing Support Counseling Web Page Transcripts Athletics Duties; Athletics Website page Athletics budget and purchasing Arrange transportation; field schedules Reserve facilities for games and practices grades & attendance eligibility checks Schedules Refs Supplies-place orders manages budget Athletic banquets Parent complaints Coach trainings Oversees, manages, evaluates coaches Attends CIF meetings</p>	<p>Duties: HS/MS Mental Health Counseling MS Academic Advising MS 504/SST plans MS Guidance presentations MS Programming MS College/Career Activities Wellness Center Homeless/Foster Youth Drug/Alcohol Counseling</p>	<p>Duties: Special Education Counseling Mental Health Counseling Support Topic Specific Intervention groups, assemblies or Parent Ed. Nights: -drug/alcohol, grief, abuse, bullying, cyber bullying, teen depression/suicide Behavior intervention plan training & staff support</p>	<p>Duties: -Board meeting coordination: scheduling, developing agenda, publishing agenda, public comment, event set up, tech set up, minutes, board policy posting, board archives, -BoardOnTrack liaison -Form 700 -Superintendent's office liaison -Superintendent support -share accounts receivable/ payables w/ Business Office liaison -instructional supplies budgets, ordering, approvals</p>	<p>Duties: CALPADS reporting AERIES management Student registration Student records Transcripts Student data reports OUSD data attendance reports CBEDS Back up office manager Supervises: Registrar</p>

Administrative Responsibilities Dr. Mary Streshly <i>Superintendent/Principal</i> Accountability: Governing Board Communication, Meetings & Policy; OUSD Charter Dept; Accreditation/WASC; Charter Renewal; Legal Counsel, CCEE, Oversight: Leadership Cabinet, Faculty and Classified Staff assignments, Master Schedule, LCAP, Faculty Mtgs, ILT, Grizzly Nights, Instructional Rounds and All Divisions there within: Business, Human Resources, Student Services, Curriculum/Instruction, Facilities, Operations, Safety, Cadre Liaison						
Mr. Shann Chu	Shawna Lipsey	CMSgt Thomas James	SFC Michael Traver	[Jacque Eischens] Carlos Rodriguez	Kathryn Wong	Mr. Chris Lee/2LT Paoletti
Director, Teaching and Learning	Director, Student Services, Special Programs	Commandant	Cadre Supervisor	Business Office Liaison/ Back Stop CFO	Human Resources Manager/Payroll	Operations/Activities Director
Committees/Dept oversight -Exec Cabinet, Cabinet ILT Core academic Depts Cabinet, Exec Cab Faculty Meetings MS Team IT Discipline	Committees/Dept oversight -Exec Cabinet, Cabinet Special Education -English Learner -Barr/ASG mtgs -Counseling -ELAC	Committees/Dept oversight -Exec Cabinet, Cabinet Business/Facilities [MOT] Military Dept/CACC liaison Cadre Staffing Supply/Inventory Payroll, Insurance	Committees/Dept oversight -Exec Cabinet, Cabinet Cadre Management Military Science Student safety/Security Discipline	Committees/Dept oversight Cabinet Budget committee Facilities Food Service	Committees/Dept oversight Cabinet Interview committees	Committees/Dept oversight Cabinet HQ, Student leaders, ILT
Liaison/Communications /Parent Outreach: -Instructional prog vendors -Instructional coaches -Williams auditors -ASP providers	Liaison/Communications /Parent Outreach: -ELAC -Sped parents -BARR Org -ASGs -SELPA	Liaison/Communications /Parent Outreach: - Recruitment -CA Cadet Corp	Liaison/Communications /Parent Outreach: -Student Leadership -Camp & competition base venues	Liaison/Communications /Parent Outreach: -OUSD charter finance -Schoolability -Insurance providers	Liaison/Communications /Parent Outreach: -Sacramento COE Induction -Coast Guard Island -Schoolability - payroll -All Intern programs -Substitutes & temp vendors -college intern progs/fairs -benefits providers	Liaison/Communications /Parent Outreach: -Parent/Cadet Alliance social media -cadet communications -BARR Org -ASGs -Peralta CC -Graduation Committee
Duties: School Supervision Curriculum Adoption & Dev Curriculum purchasing Prof. Development Plan Instructional prog design Teacher Supervision Teacher Evaluation Williams Audit IT Dept Oversight Student Discipline Policy & Procedure w/Cadre Suspensions/Expulsions Safety & Security CTE Assessment: CAASPP, RenStar Registrar Enrollment Aeries / Data Management Middle School Improvement Grant Monitoring/ reporting Master Calendar Supervises: Data manager IT tech/manager Security w/ cadre sup	Duties: School Supervision Teacher Evaluations: Sped, ELD Student Programming Master Schedule Counseling Dept SST/504's Special Ed caseloads IEP compliance Course Catalog Summer School Assessments: ELPAC, SAT/PSAT/AP Attendance Policy Attendance Officer -SART / SARB Title IX Coord Homeless/Foster Youth Supervises/evaluates Attendance clerk sped/ELD paras counselors Sped ed specialists	Duties: School Supervision Business Dept Operations Maintenance/Facilities CACC Liaison CACC/OMI MOU Cadre Operations Cadre Staffing & recruitment Cadre Integration Cadre budget & Supply -uniforms, awards Student Recruitment School Marketing/PR Oakland Enrolls/Lottery Supervises: Cadre Supervisor Plant Manager Business Office/Contracts Liaison	Duties: School Supervision Cadre Supervisor Master Calendar Student Activities Student Discipline Attendance/Tardies Discipline -Detention -ISS -Honor Board -Suspensions -behavior contracts -Student Handbook -Liaison to OPD Room Utilization School Safety Plan Security Staff, Security rotations, training w/ Mr. Chu Supervises: Cadre staff Security Staff	Duties: School Supervision JE -Budget Development JE -Budget reports JE -Financial System JE -Accounting Audits JE -Entitlement Reporting JE -Grants Reporting JE -Accounts receivables JH -Billing JH -Food Services JE/JH -Facility Leases JE/JH -Insurance & liability claims JE/JH -Transportation	Duties: School Supervision Staffing, interviews Hiring procedures Staff recruitment Staff Handbook Personnel Policy Personnel discipline Personnel files Public records requests Student Teachers/ Interns Credentialing Induction/BTSA Substitute Teachers Payroll CALSAS New Teacher Orientation Evaluation process Complaint Officer Supervises -after school aides -substitutes	Duties: School Supervision Master Calendar Student Activities Planning/ supervision Fieldtrip approval process HQ communications School social media Barr co-coordinator Dual enrollment liaison Graduation support Senior Activities

Coversheet

Cashflow Update

Section: VI. Information/Discussion Items
Item: A. Cashflow Update
Purpose:
Submitted by: Jacque Eischens
Related Material: OMI_Cashflow_Report_20230810_Meeting.pdf

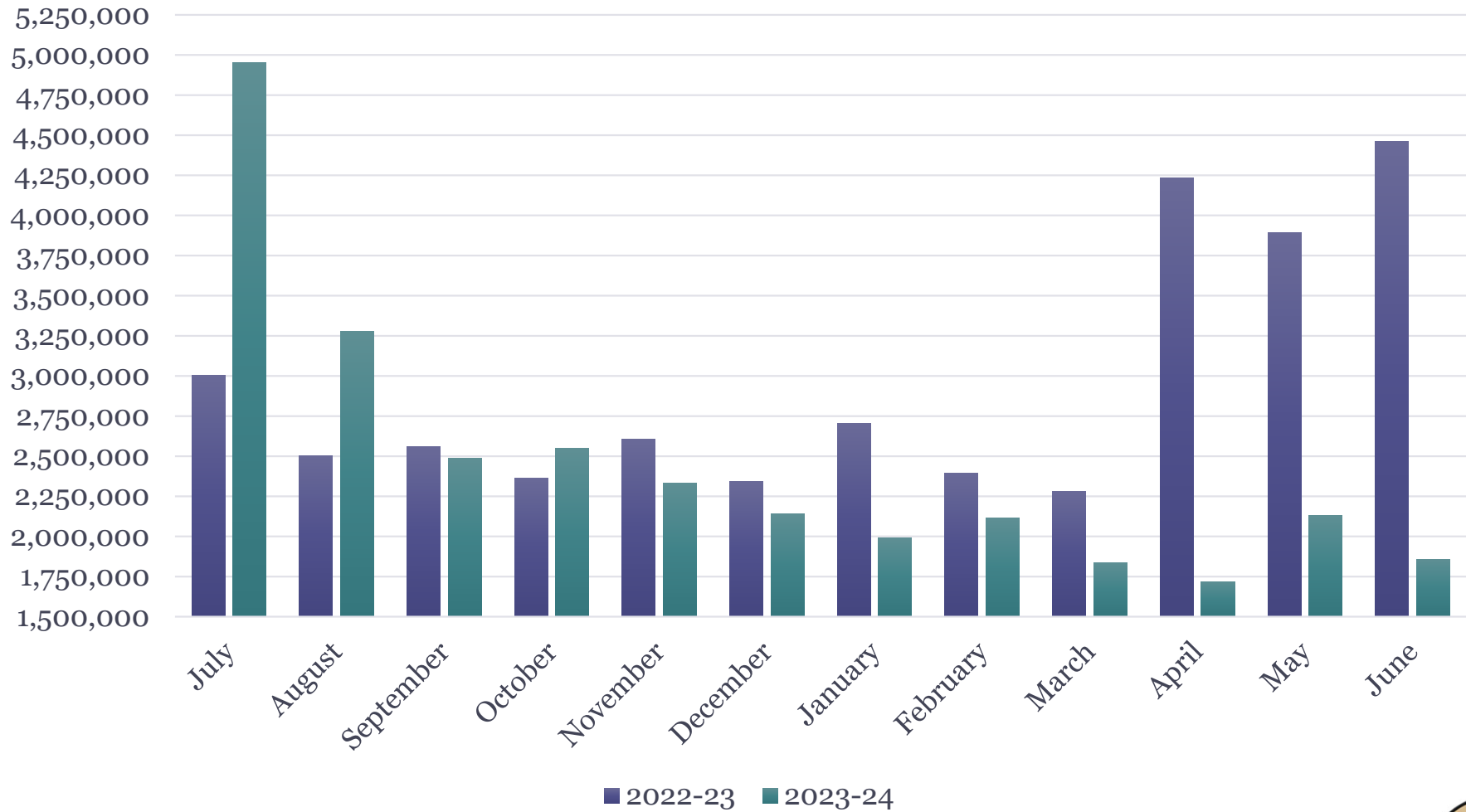
BACKGROUND:

Attached you will find a monthly cashflow projection for the last months of the 2022-23 FY and July and August of the 2023-2024 FY. It includes the monthly expenditures and monthly revenues.

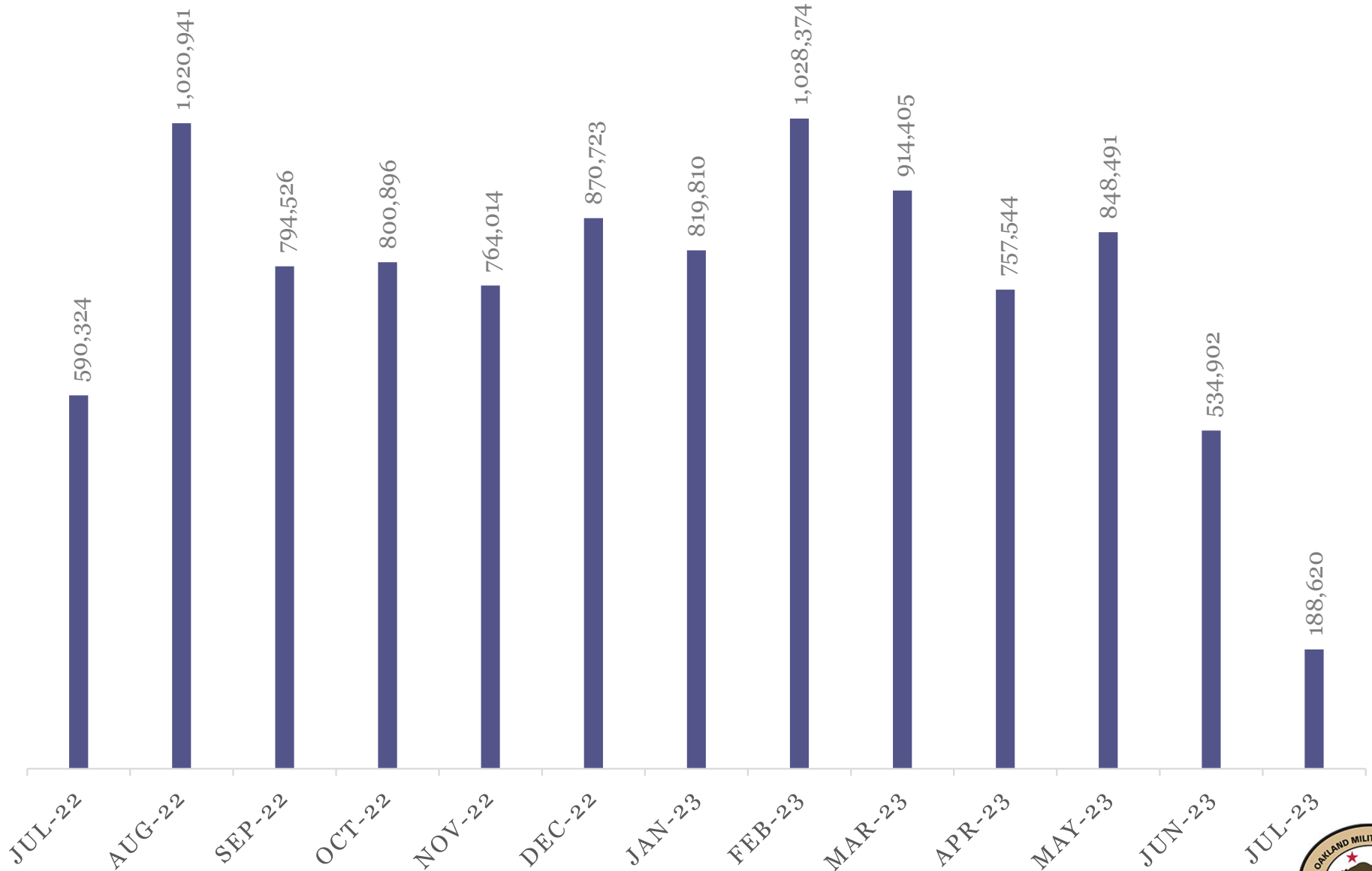
Cashflow

Actuals thru July 31, 2023

Projections August 2023 to June 2024



ACTUAL DISBURSEMENTS JULY 2022 TO JULY 2023



Coversheet

After School Program Update

Section: VI. Information/Discussion Items
Item: B. After School Program Update
Purpose:
Submitted by: Mary Streshly
Related Material: OMI-HOTE ASP Spring 2023 Program Report Final.pdf

BACKGROUND:

Hands on Technology and Engineering After School Program [HOTE ASP] personnel will present and overview of the 2022-2023 program highlights and present a proposal for the 2023-2024 program offering funded 75-80% by ASES and the Expanded Learning grants. This program aligns with the funding requirements of the grants.

RECOMMENDATION:

It is the recommendation of superintendent and staff that the Board approve the 2023-2024 HOTE ASP contract.

OMI-HOTE ASP Winter-Spring 2023 Program Report

January - May 2023



OMI-HOTE Partnership Highlights

1) Consistency

2) HOTE Academic Recovery & Tutoring Support has decreased missing assignments helped students improve their grades

3) School & Staff Integration – We've worked with several different OMI systems and staff to seamlessly maintain operations & communication with Administrators

4) Cultural Support & Acknowledgement – Through Subject Matter Expert presentations

5) Field Trip Coordination

6) Improved Disciplinary Procedures

OMI-HOTE Partnership Highlights

CONSISTENCY

HOTE has been a consistent ASP partner for 3 consecutive years.

2020-2021



Online ASP
during the pandemic

2021-2022



Face2Face ASP After the pandemic

2022-2023



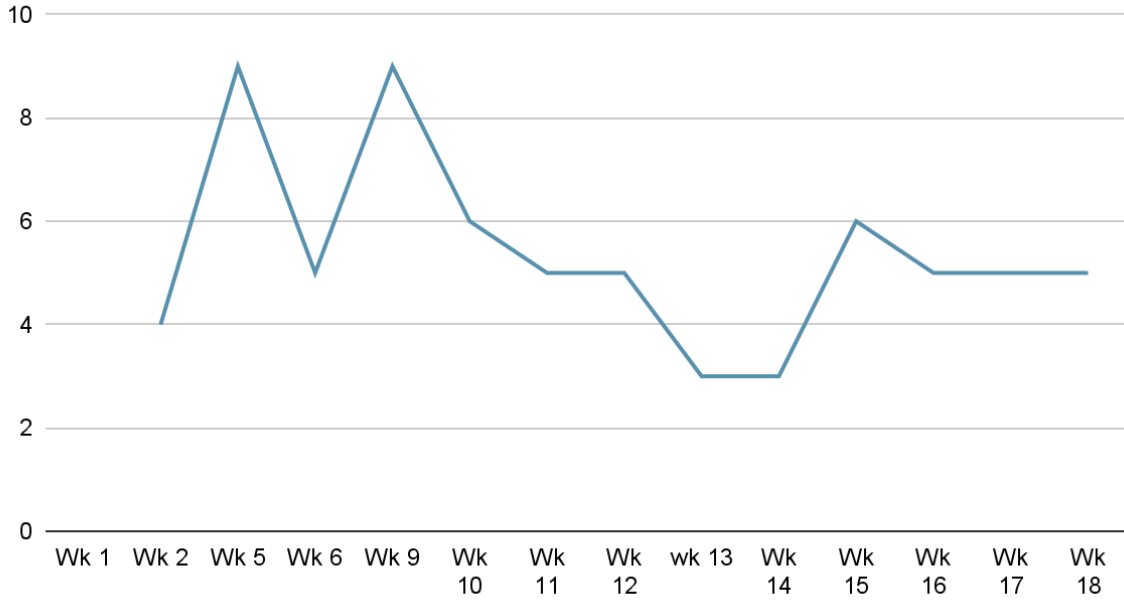
OMI-HOTE Partnership Highlights

HOTE Academic
Recovery & Tutoring
Support has
decreased missing
assignments and
helped students
improve their
grades

ASP Academic Support

It was during the 2nd semester that we have strengthened our support of the cadet's academic activities.

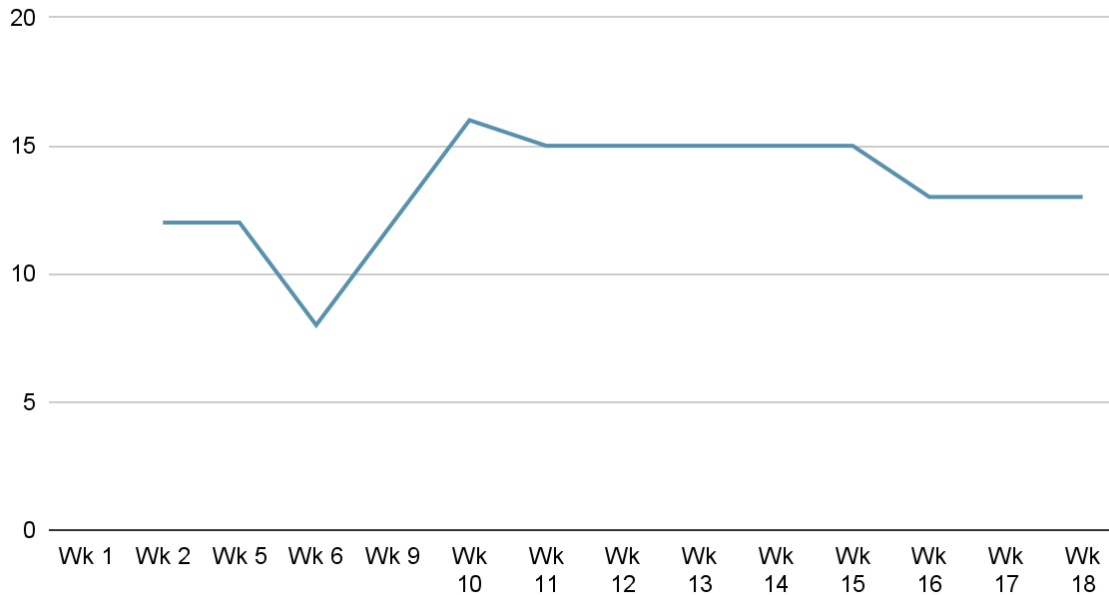
6th Grade



**16 students of the
6th grade**

**Starting week 10, the 6th
graders had steadily
decreased their Ds and Fs**

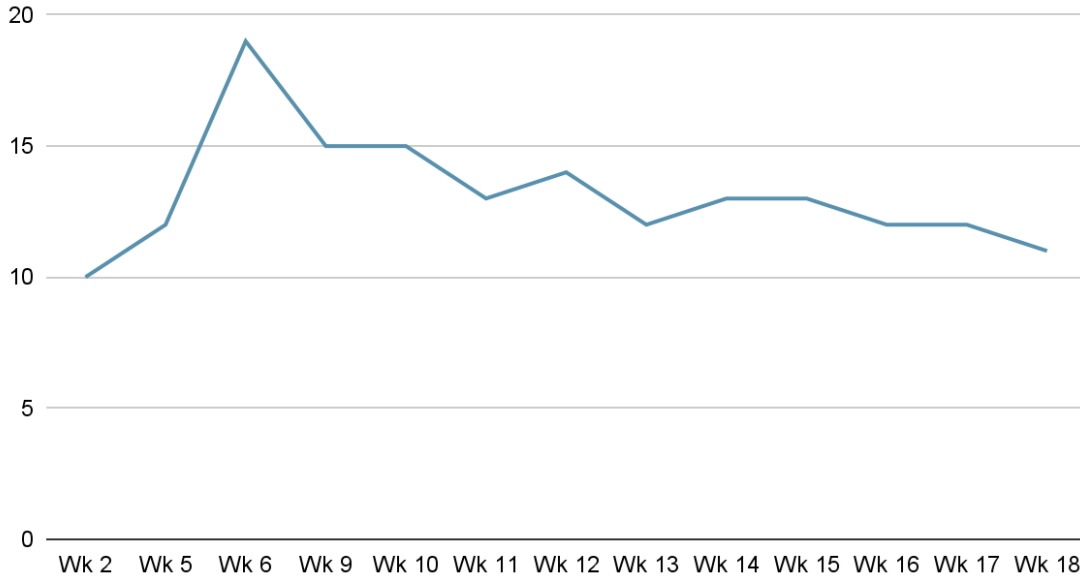
7th Grade



22 students in the
7th grade

Starting week 11, the
7th graders sustained
the number of Ds and Fs

8th Grade



21 students in the
8th grade

Starting week 9, the
8th graders had
steadily decreased
numbers of students
with Ds and Fs

Do note that several students continued to be in the list of Ds and Fs because their teacher has been unable to update the grades for several weeks.

ASP Academic Support



Students received tutorials from our tutors who supported them in all their subjects.

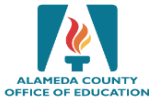


OMI-HOTE Partnership Highlights

School & Staff Integration

We've worked with several different OMI systems and staff to seamlessly maintain operations & communication with Administrators

Alameda County Office of Education Site Summary Report - April 2023



Region 4 Site Visit Summary Report

Date of Visit: 4/19/2023

Site: Oakland Military Institute (Middle-School)

Grantee/District: Oakland Military Institute

Region 4 Visitors: Shamia Sandles and Monica Dennis (Alameda COE)

Overall Strengths and Highlights

Active and Engaged Learning,

- The expanded learning program includes hands-on technology that provides a comprehensive, engaging, and well supported expanded learning program for students at Oakland Military Institute (OMI).

Collaborative Partnerships in Action

- There is clear strong collaboration between the expanded learning program named Hands-On Technology Education (HOTE) and the OMI school's leadership when identifying students in danger of failing academically. HOTE staff has access to AERIES where they can monitor student academic progress and flag students receiving a letter grade of D or F. Those students are given additional academic support to help raise their grades and must complete assignments before they participate in sports.

Skill Building

- HOTE provides exceptional STEAM activities and equipment for student use. There is a wide variety of projects that engage students ranging from coding, robotics, and virtual reality. Students are also assigned an iPad at the start of the school year that is solely for their use in the expanded learning program, so they learn to become comfortable interacting with technology.
- HOTE provides art and sport classes.

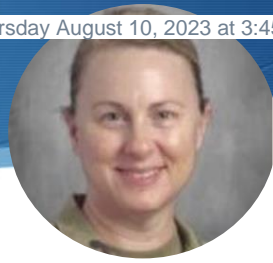
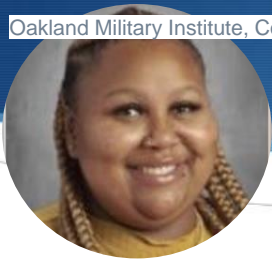
Testimonials

“We have already released some cadets who were in the danger of failing and now are in the clear. This is no small part due to Xavier and Thuon, as Math tutors are hard to come by, and have helped those students cross our Mathematics.”

- Mario Osorio (OMI HS Credit Recovery Coordinator)

‘I am grateful for the support of the HOTE teammates. Now that we are sharing data, I am confident we will continue to improve the academic success of our cadets while continuing to offer STEAM education. This will provide us with a focus on operationalizing math learning through hands-on experiences.’

- Chief James Thomas (Operations and Support Chief)



OMI-HOTE Partnership Highlights

**Cultural Support &
Acknowledgement**

Through Subject
Matter Expert
presentations



**Mental Health
Talk**

Career Talk



Career Talk



**Cultural Talk on
Dance**

**Cultural Talk on
Mural Art**



**Financial Literacy
Talk**

Talk on Emotional Well being of the Youth



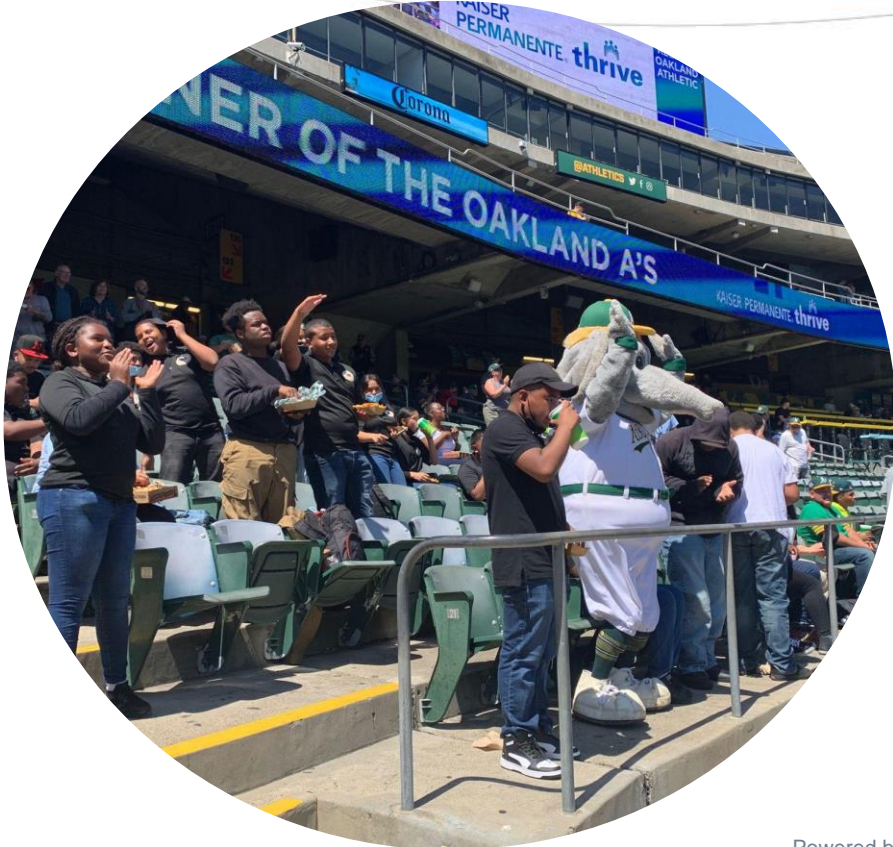
Entrepreneurship Guests



OMI-HOTE Partnership Highlights

Field Trip Coordination

Field Trip to the A's Game



OMI-HOTE Partnership Highlights

Improved Disciplinary Procedures

- Parent Calls & Contracts
- No Grades, No Play

After School Program

STEAM
Adventures

Intramural Sports

Academic Support

ASP Roster

	6th Gr	New Students (7th and 8th Gr)	Returning Students (7th and 8th Gr)	TOTAL
January	16	18	26	60
February	18	16	26	60
March	17	19	26	62
April	16	18	26	62
May	17	19	25	61

STEAM Adventures

VR Exploration

Robotics Engineering Kits

Earth Life and Science

e-Sports

Makey Makey Circuit Kits

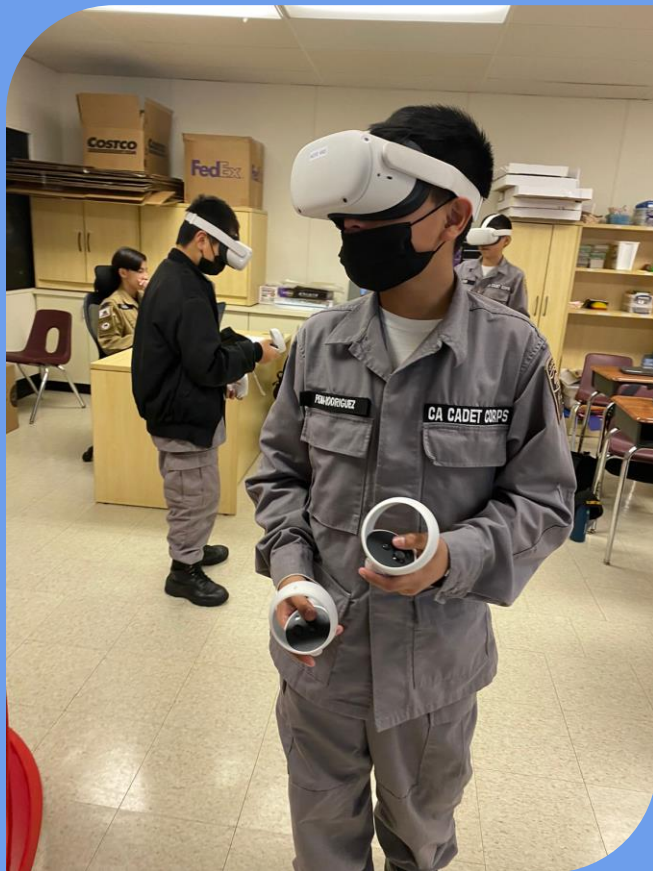
Snap Circuits

Digital Portfolio

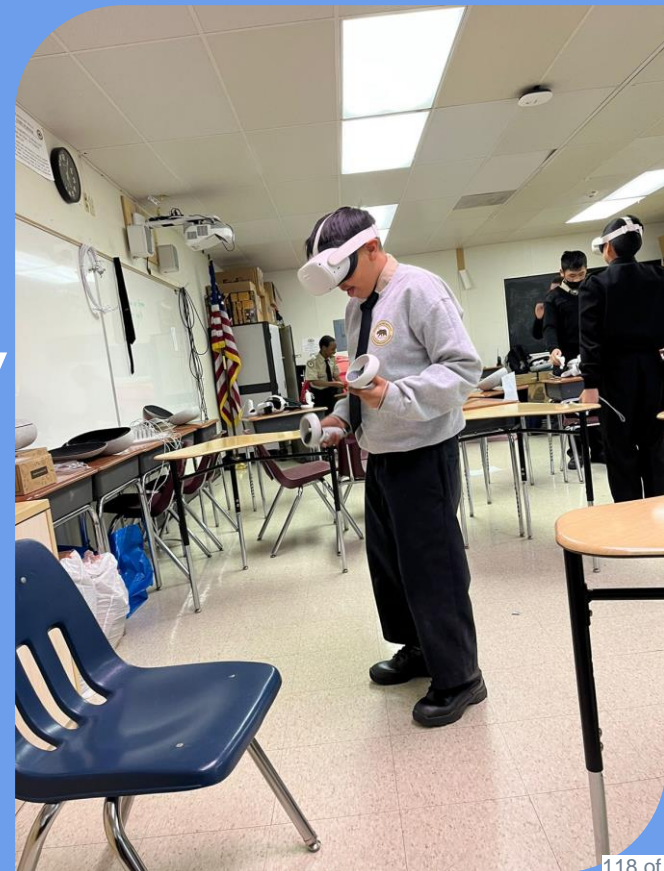
Programming Games using
Python

STEAM Chemistry Kits

STEAM Adventures



Virtual Reality Explorations



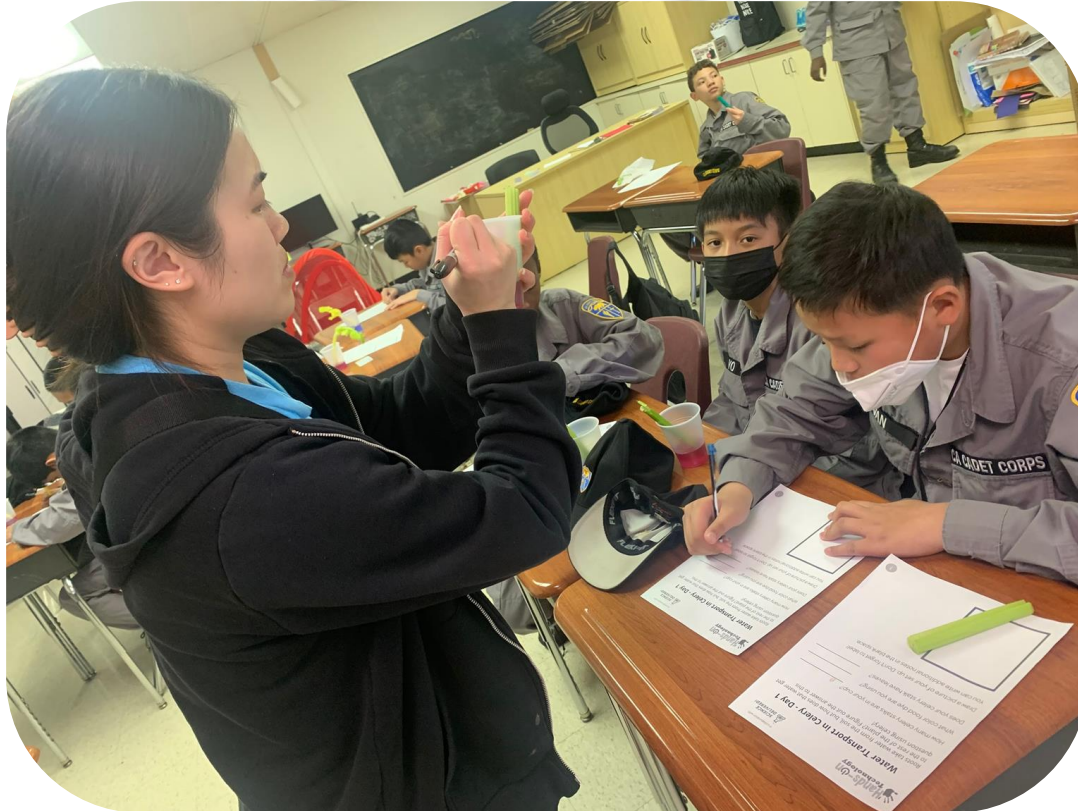
Robotics Engineering Kits



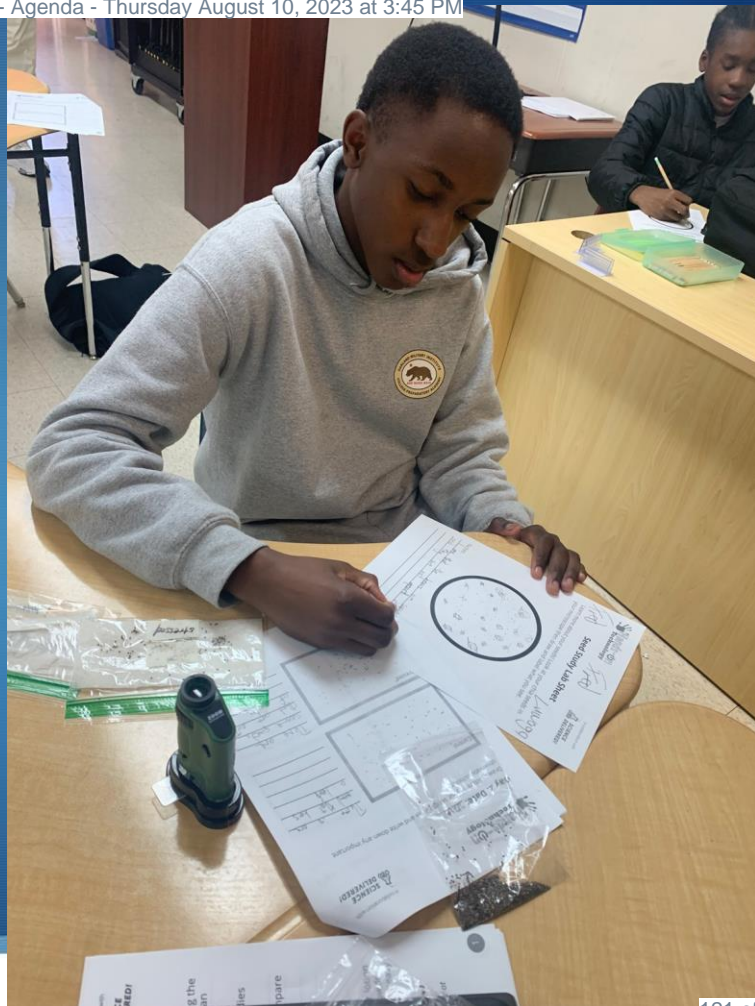
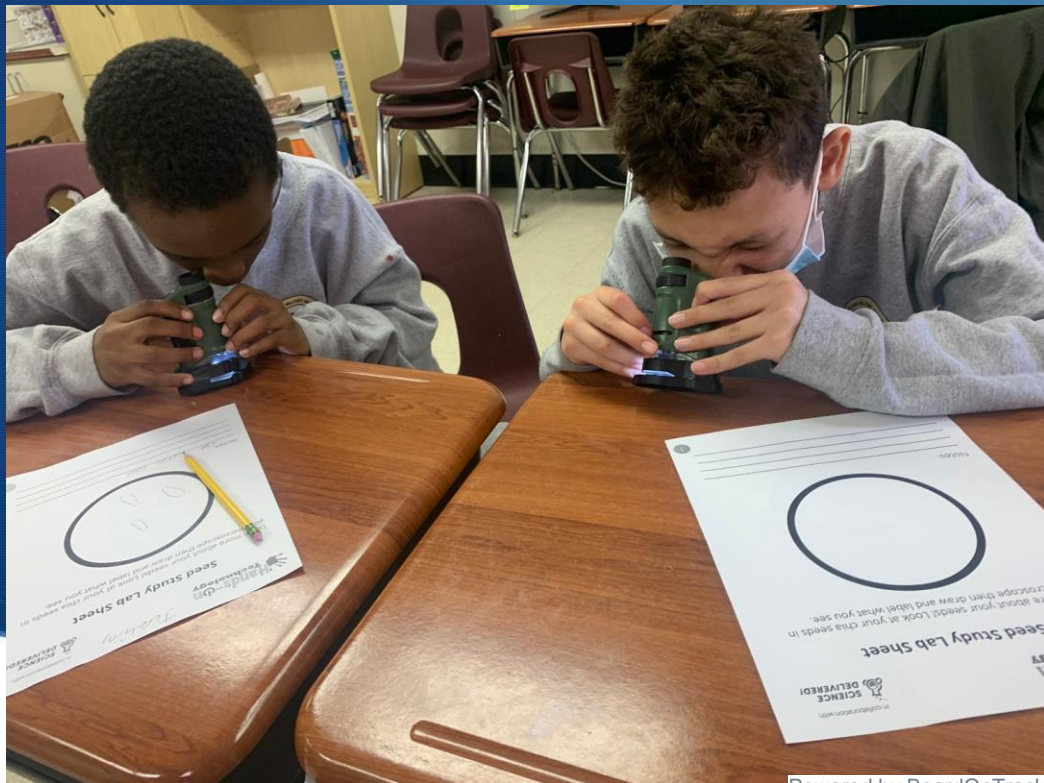
Students created mini robots using principles of science, technology, engineering, art, and math.



Earth Life and Science



Students observed seed study lab set-ups to understand how seeds grow into plants. They initially planted seeds and observed their growth under mini microscopes.



e-Sports



Students engaged in competitive e-Sports matches that challenged their ever increasing skills.

Digital Portfolio

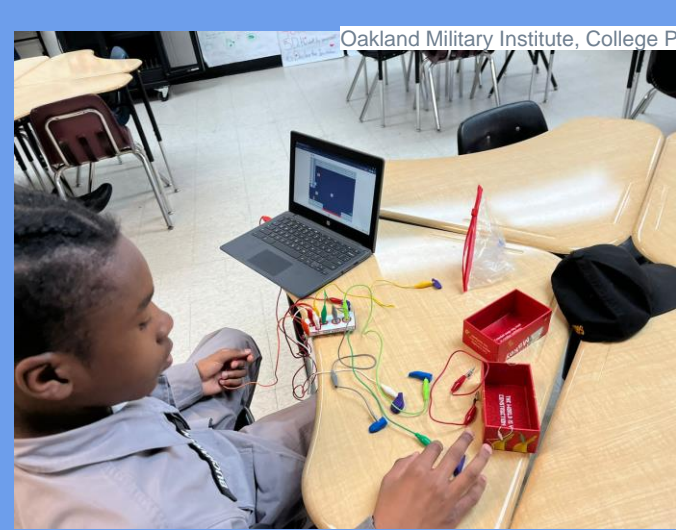
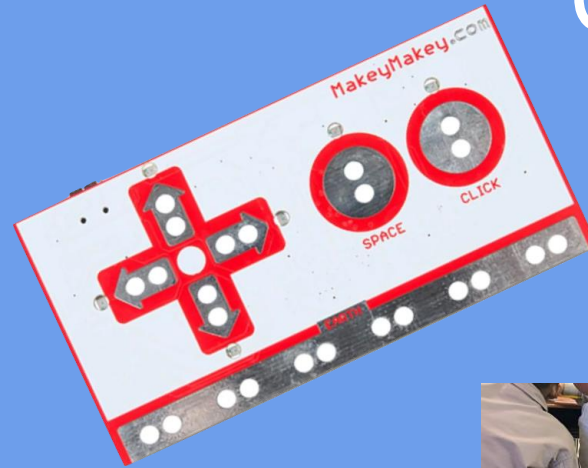


For this second installment of our Digital Portfolio project, the students were tasked to create digital posters using Canva.



Makey Makey Controllers

Students were taught how to use the Makey Makey circuit kit in creating controllers for video games.



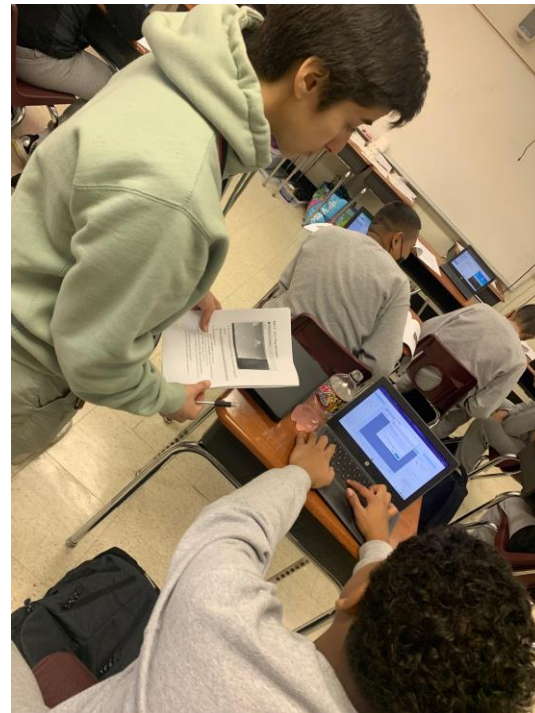
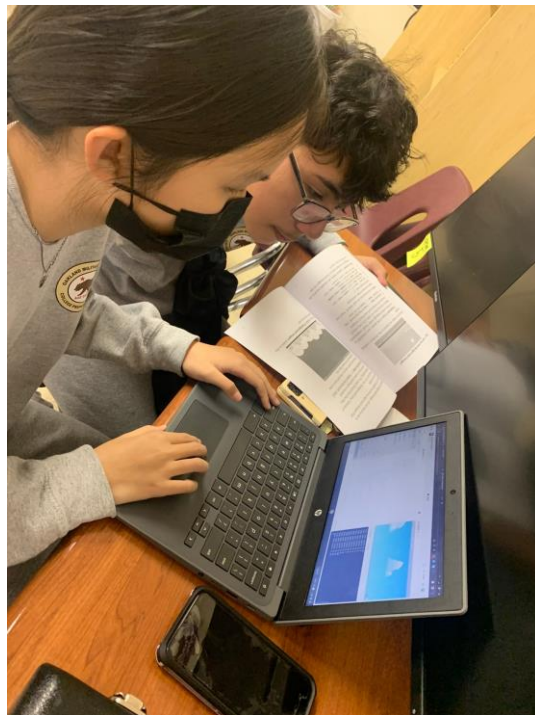
Snap Circuits



Snap Circuits allowed students to understand the concept of electrical circuits in fun and challenging projects.



Programming Games using Python



STEAM Chemistry Kits



ART Activities

Valentines Day Art

Comic Book Illustration

Origami

Basic Sculpture

Acrylic Painting

Paint by Numbers

Easter Egg Painting

Intramural Sports

Soccer

Floorball

Kickball

Basketball

Sportsmanship Series

Team Building Activities



Opening Ceremonies

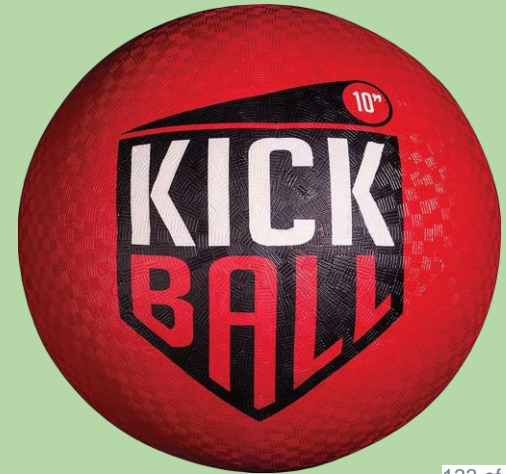


Soccer



Floorball







SPORTSMANSHIP

Sportsmanship is when you are following the rules and being kind and respectful to others whether you win or lose.

Sportsmanship looks like...

- ❖ Shaking hands with the other team, even if you lose
- ❖ Congratulating somebody if they do a good job
- ❖ Being honest and not cheating
- ❖ Being kind and not taunting or name-calling
- ❖ Having a positive attitude even if you lose
- ❖ Not bragging if you win the competition
- ❖ Understanding how the other person is feeling if they lose

What are some other things that you can think of to show good sportsmanship?



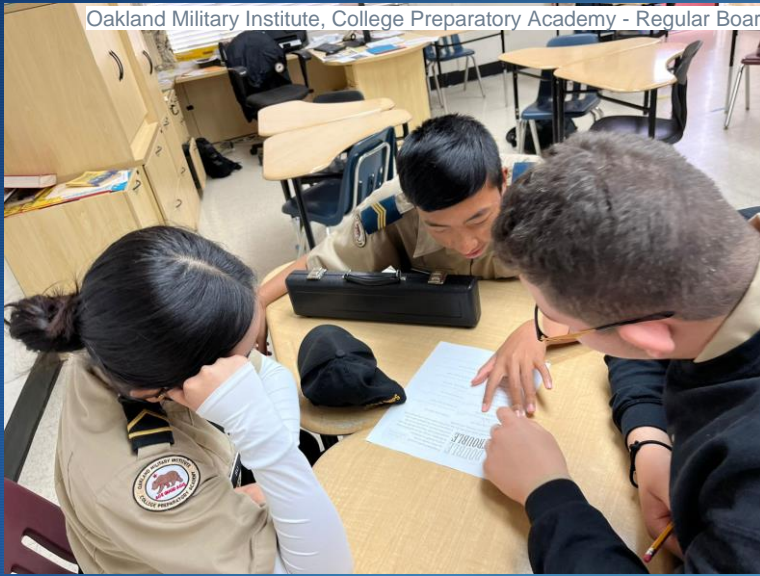

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Fair Play Series

Students were immersed in activities and discussion groups to know more about sportsmanship.

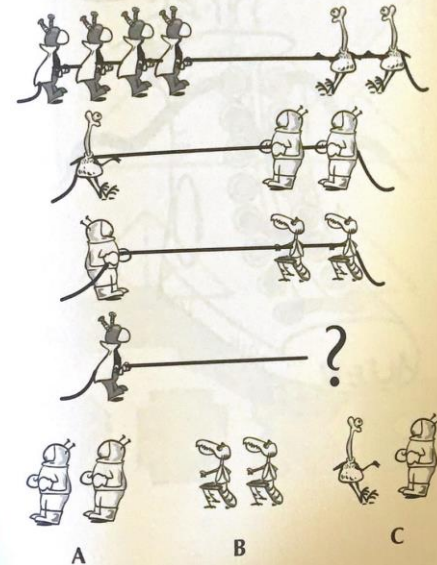


Team Building Activities



Let the Games Begin

When those aliens aren't dividing up the universe, they're engaging in competitive sports. So far, their favorite game is tug-of-war. During the competitions, there were three ties, which are illustrated below. From this information, can you determine which of the choices can balance the unfinished match?



Awarding Ceremonies



We celebrated the best teams with some trophies, medals, and a lot of special snacks!

Communication Strategies for OMI Community

These monthly newsletters were shared with ASP parents, OMI admin, and even parents who do the school tours in OMI. And the rest of the OMI community also gets to read them on the ASP Bulletin Board.

Powered By Hands-On Technology Education

February 2023

OMI-HOTE AFTER SCHOOL PROGRAM



NEWSLETTER



STEAM Adventures | Intramural Sports | Academic Support

STEAM ADVENTURES

Makey Makey
Circuits Controllers



Digital Portfolio



For the month of February, the After-School Program introduced new projects that immersed them into the art of digital portfolio making and making significant connections using Makey Makey Circuit Controllers.



Yellow Team is Season 1 Champion!

Our Soccer and Floorball Champs

After a month of games and fun, we finally have our first Intramural Sports Champion! The yellow team has been a consistent top scorer from the early games and they proved that they can be victorious up to the finish line.



Season 1 MVPs - Nguyen Vu for Soccer and Leery Hoktchiu

handsontecheducation.com

JANUARY 2023

POWERED BY HANDS-ON TECHNOLOGY EDUCATION



OMI-HOTE After-School Program Newsletter



2nd Sem ASP Kicks Off

A brand new year and a brand new After-School Program

2023 kicks-off with a new and exciting After-School Program (ASP). This semester, together with our STEAM Adventures Curriculum, we also have Intramural Sports and Clubs. This is our way of balancing the cadet's physical and mental experiences during after school. We started the first week of ASP with fun relay games to introduce the concept of sportsmanship and team building.



STEAM CLUB



ACADEMIC SUPPORT



ART CLUB

The STEAM Club and the ART Club offer the students respite from the outdoor activities of the After-School Program. This indoor period also serves as an opportunity to do Academic Support for students who need extra help from our reliable tutors.

JANUARY 2023

POWERED BY HANDS-ON TECHNOLOGY EDUCATION

STEAM Adventures + Sports and Clubs

Week 2 marked the beginning of our new adventure in the ASP.

When Week 2 started, the ASP curriculum went into full gear with the introduction of our STEAM Adventures Curriculum plus Sports and Clubs.

The first round of activities for the STEAM Adventures Curriculum includes coding using Scratch Programming and Python.

As for Sports and Clubs, the cadets were introduced to the fundamentals of Floorball and Soccer.



Coding using Python for a fun activity called "Simon Says"



Floorball is a type of floor hockey



Cadets in the field wearing their team colors

The Activity Stations serve as the cadets' daily choice time during the After-School Program.

We offer indoor and outdoor activities that cadets can choose from.



CHESS



CARD BASED GAMES



ART

What's Next?

Future Opportunities:

- New Grants
- Summer School/Summer Camps





Thank you for your continued support!

Coversheet

Hybrid Regular Board Meetings

Section: VI. Information/Discussion Items
Item: C. Hybrid Regular Board Meetings
Purpose:
Submitted by: Mary Streshly

BACKGROUND:

It has been suggested by Board members that we accommodate staff and community by offering a hybrid in-person/virtual meeting format. Staff has determined that we would be able to accommodate a modest form of this mode fairly easily and inexpensively by publishing a public zoom link with the agenda and either 1) adding a google form link to add written public comment which could be read aloud into the minutes or 2) admitting attendees into the zoom and asking them to raise their hand to speak one at a time as called on by the board chairman.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board consider and discuss whether they would like to offer the option of the public attending the meeting virtually and if so, whether we would have them submit written comment or have them be called on one at a time over zoom which would be televised to the board room and on board member computers, then provide direction to staff.

Coversheet

CCEE x OMI- Conclusion of Engagement

Section: VI. Information/Discussion Items
Item: D. CCEE x OMI- Conclusion of Engagement
Purpose:
Submitted by: Mary Streshly
Related Material: OMI Draft letter CCEE.pdf
OMI's Improvement Journey CCEE.pdf

BACKGROUND:

In September 2019, CCEE received a request for assistance from the Alameda County Office of Education and the Oakland Military Institute pursuant to Education Code 52074(g)(1)(A). CCEE engaged in the Systemic Instructional Review and provided a report with recommended actions. In February 2020, OMI leadership decided to take time to work on its operational systems. OMI reengaged with CCEE for support in January 2021; since then CCEE has provided numerous supports to create systems and build capacity for the staff at OMI in order to improve student outcomes. This evening, the CCEE representatives will present to the Board the outcomes of their efforts.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board hear this presentation and discuss the impacts of the CCEE support on OMI.

California Collaborative for Educational Excellence
1029 J Street, Suite 500
Sacramento, CA 95814

June 29, 2023
Alysse Castro
Alameda County Office of Education
313 W. Winton Ave.
Hayward, CA, 04544

Subject: Conclusion of Engagement with Oakland Military Institute

Dear Superintendent Castro,

This letter is to notify you that the California Collaborative for Educational Excellence (CCEE) has concluded our support as requested by the Alameda County Office of Education (ACOE) in September 2019 to the Oakland Military Institute (OMI). Our decision to conclude this support is in acknowledgment of OMI's progress to date.

Throughout our collaboration, OMI has worked to implement the recommendations outlined in the Systemic Instructional Review (SIR). OMI has completed 77.6% of the 67 SIR Recommended Actions, and the remaining 22.39% are in progress.

They have worked to improve instructional systems and practices. Their investments include implementing the Building Assets, Reducing Risks (BARR) system, adopting cutting-edge Math and English Language Arts (ELA) curriculums, providing comprehensive instructional coaching for staff, and establishing a robust positive behavior intervention and support system.

These concerted efforts have culminated in substantial improvements in key areas. According to the most recent data, OMI has shown a 12% improvement in internal Math benchmark assessments and a 4.9% reduction in suspension rates. The distance from the standard in ELA and Mathematics on the CA Dashboard has decreased by 11 and 13.5 points respectively. Moreover, OMI has achieved a noteworthy 6-year WASC accreditation and has established academic and counselor support for middle and high school students. Furthermore, OMI's recruitment of an experienced instructional leader under a multi-year contract will undoubtedly ensure the continuation of the positive momentum achieved so far.

We appreciate the opportunity for collaboration with OMI and in the future, we welcome an indirect support role through working directly with ACOE to support OMI's continued improvement. We are available to answer any questions you may have.



1027 J Street, Suite 450
Sacramento, CA 95814
916.619.7494
ccee@ccee-ca.org
@CCEECA

Sincerely,

California Collaborative for Educational Excellence

DRAFT

OMI's Improvement Journey

David M. Toston, Sr.
Rocio Gonzalez-Frausto



Partnership Background

In September 2019, CCEE received a request for assistance from the Alameda County Office of Education and the Oakland Military Institute pursuant to Education Code 52074(g)(1)(A). CCEE engaged in the Systemic Instructional Review and provided a report with recommended actions.

In February 2020, OMI leadership decided to take time to work on its operational systems. OMI reengaged with CCEE for support in January 2021; since then CCEE has provided numerous supports to create systems and build capacity for the staff at OMI in order to improve student outcomes.

Support Providers

Over the years

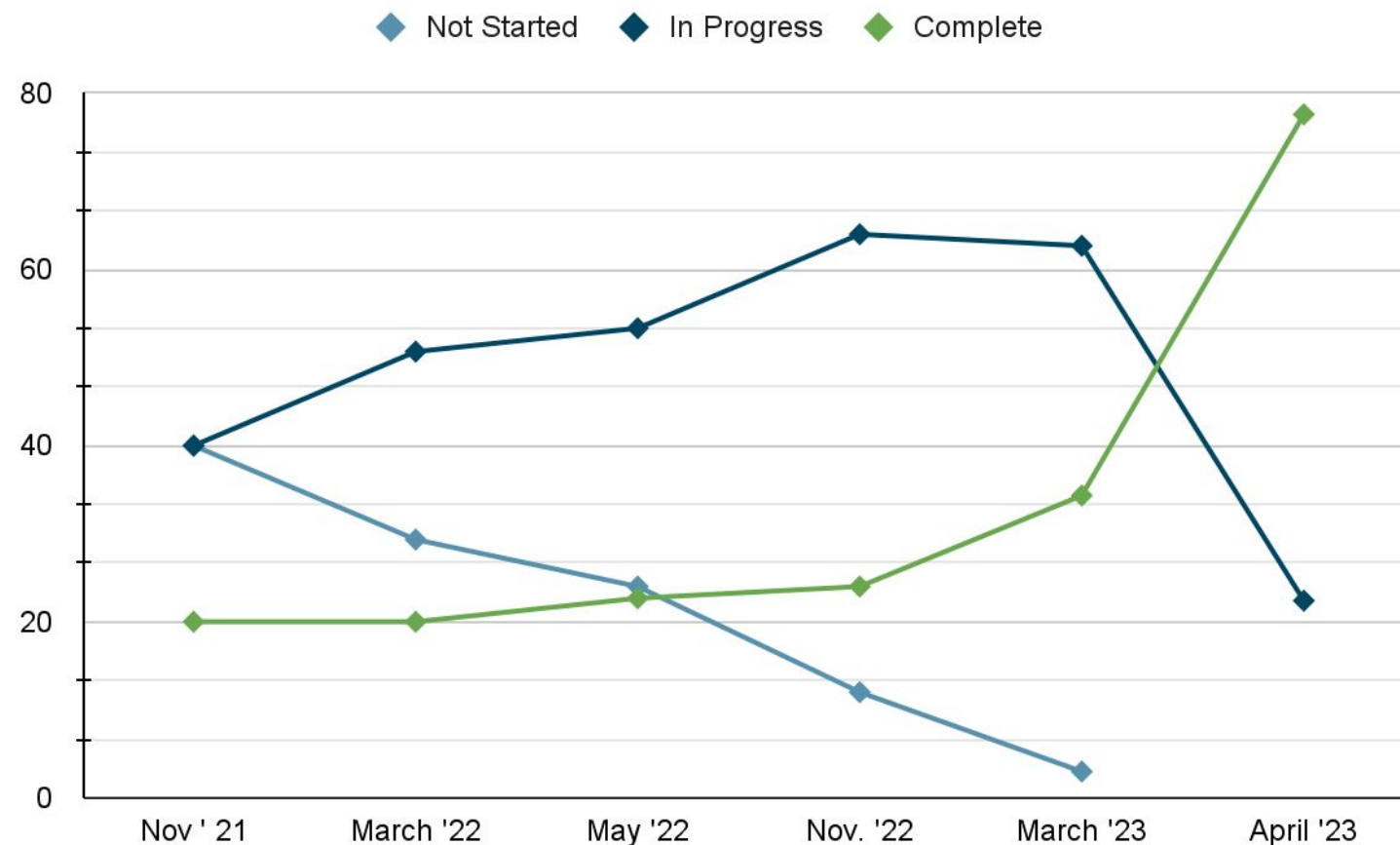


International Center for
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**The Center for
Model Schools**



SIR Action Implementation

- CCEE crafted 75 actions for OMI designed to assist districts in creating coherence throughout the system by supporting a strong focus on instruction, developing collaborative cultures, enhancing deeper learning, and establishing accountability throughout the system.
- After the Nov. '22, cycle actions were revisited for relevance and brought down to 69.



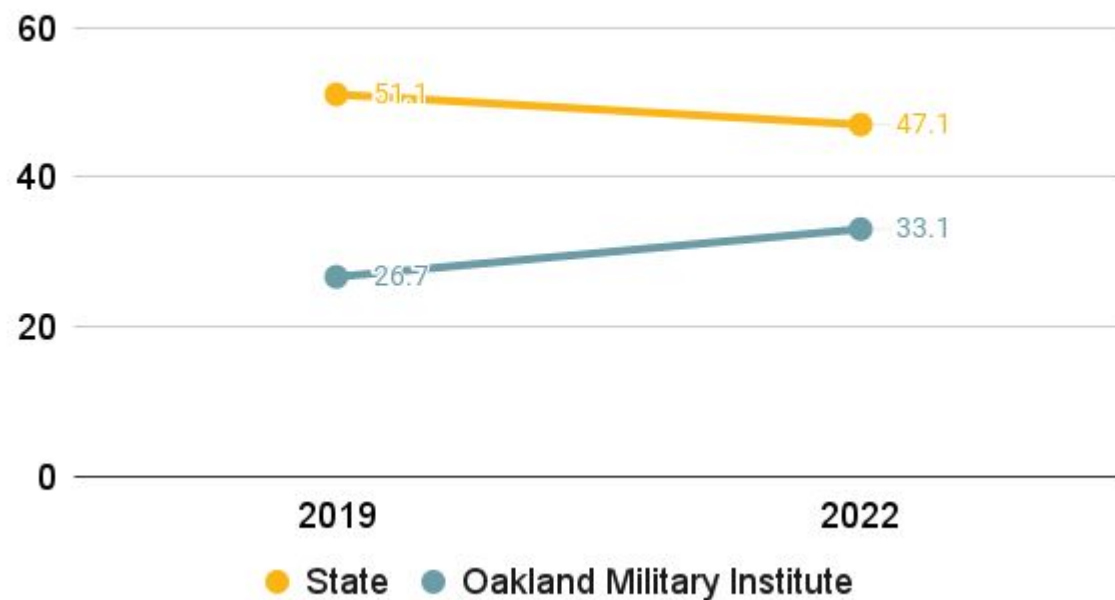
Areas of Growth and Impact

Through the SIR action implementation OMI engaged in a variety of work

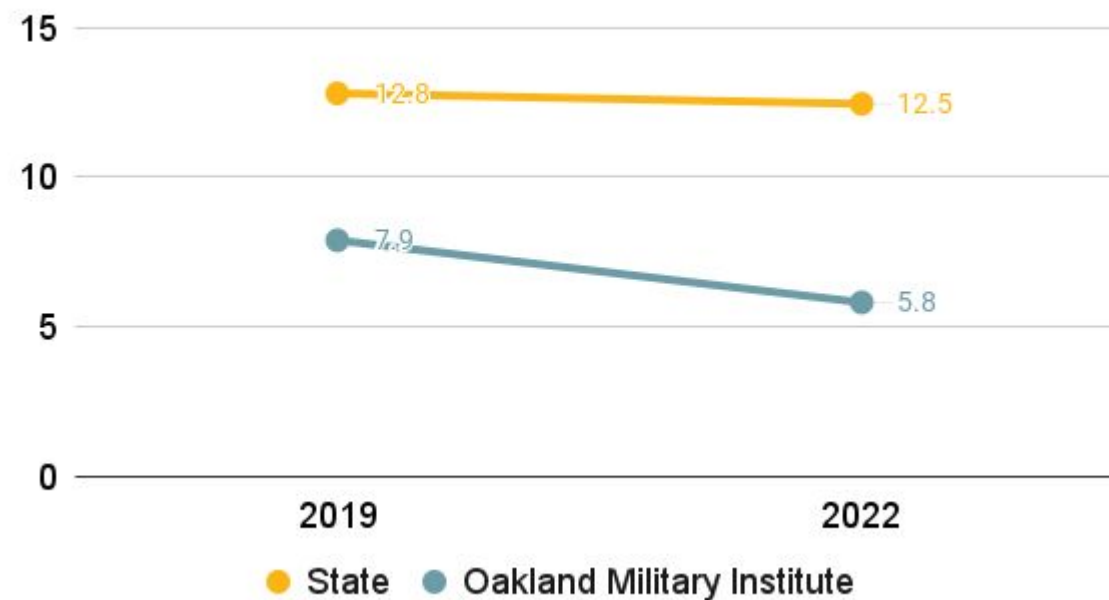
- **Instructional plan** that includes professional learning, routine classroom observations & coaching
- The development and use of Common Formative Assessments
- **Organizational structures** to support cycles of improvement that include data reviews and leverages ASG grade-level teams and the Instructional leadership team
- Monthly professional learning communities to address trauma, promote equity, and reduce barriers
- Adoption and implementation of new curriculum, ELA, Math, Science
- Increased community engagement through Grizzly Family nights

English Language Arts

ELA, Percent Meeting/Exceeding Standard, All Students

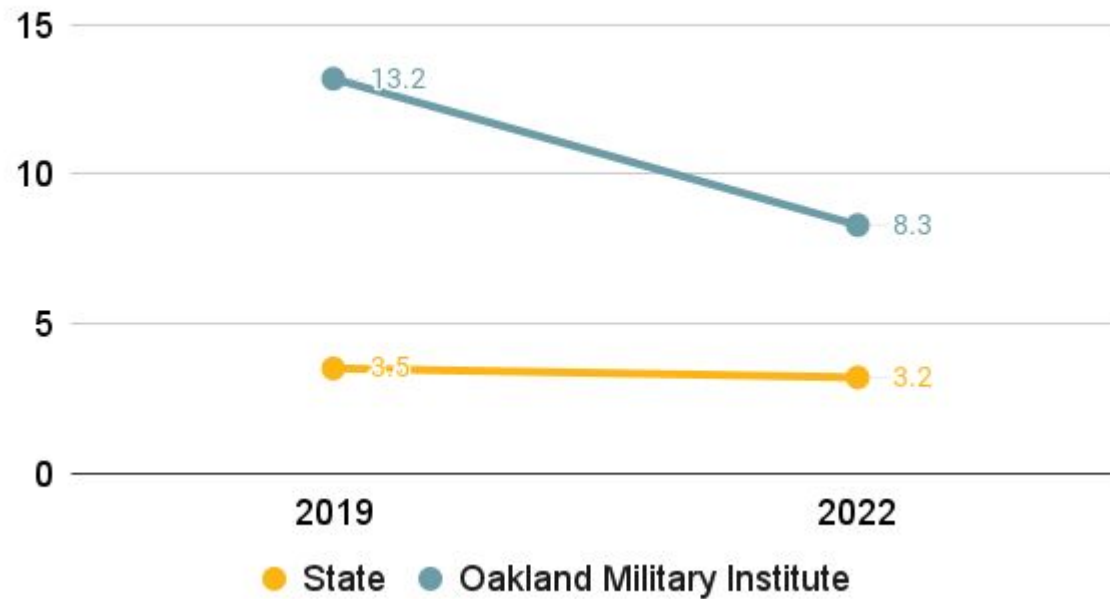


ELA, Percent Meeting/Exceeding Standard, English Learners

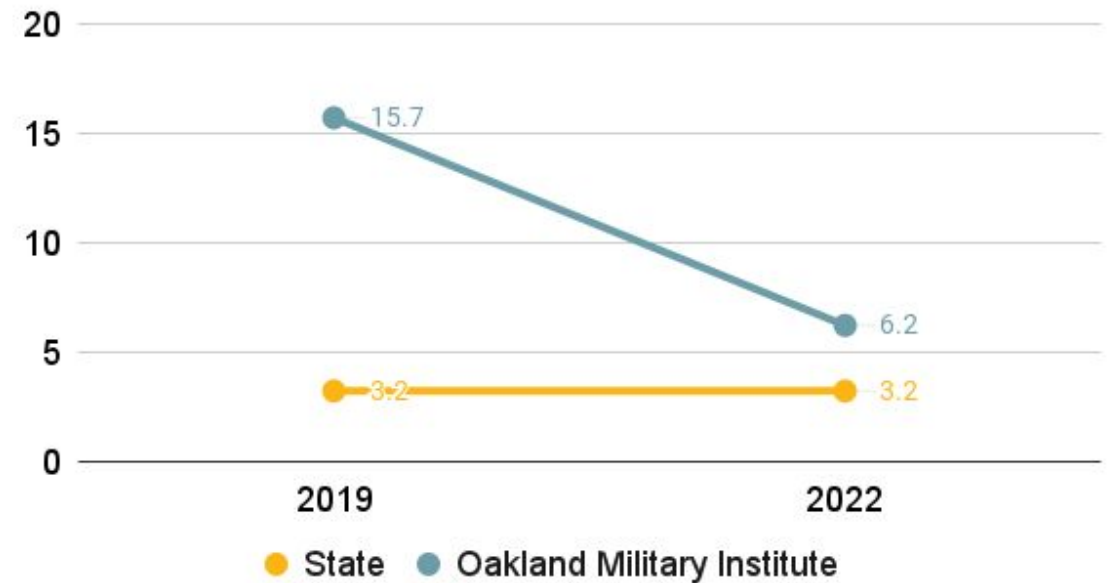


Suspension Rates

Suspension Rate, All Students

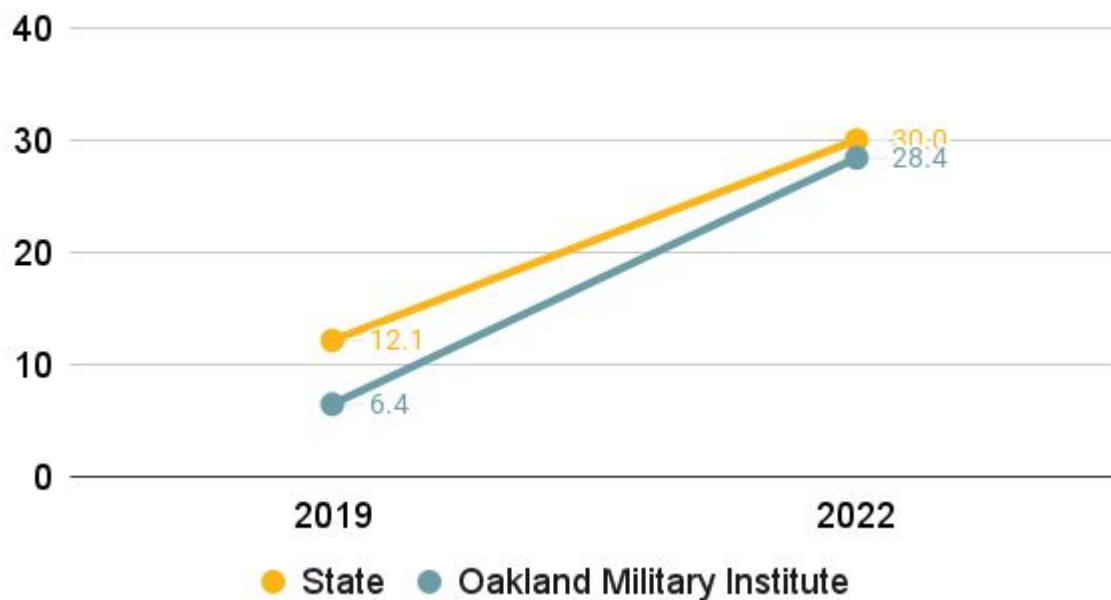


Suspension Rate, English Learners

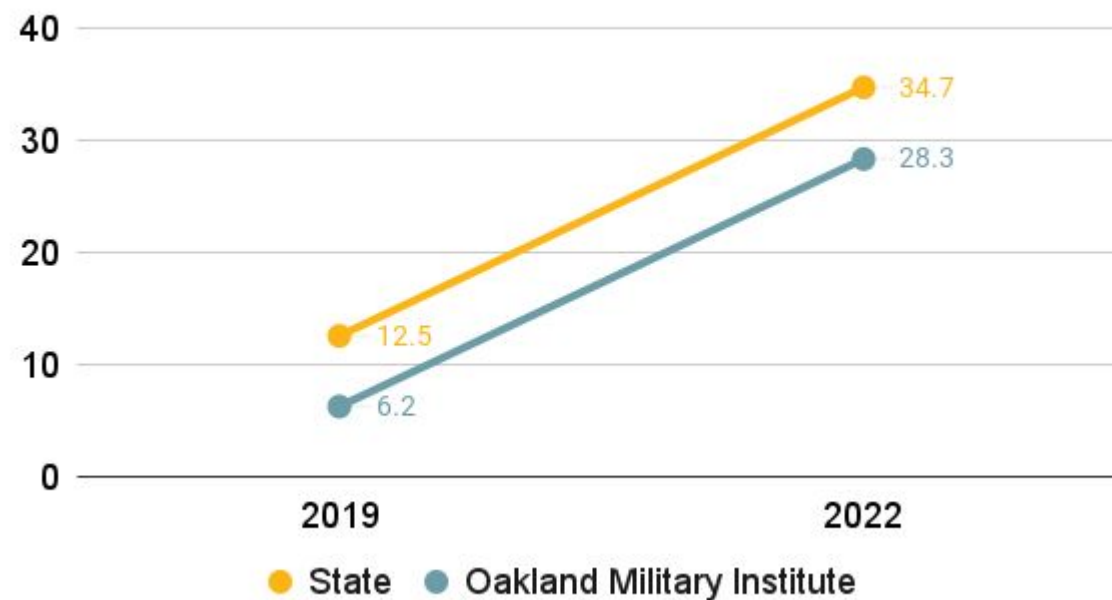


Chronic Absenteeism

Chronic Absenteeism Rate, All Students



Chronic Absenteeism Rate, English Learners



Sustaining Change - Recommendations

- Continue to refine OMI's LCAP by monitoring long-term goals and continue to engage in data reviews towards accomplishing those goals.
- Ensure progress toward the completions of OMI's 2022 WASC Action Plan as a roadmap for continuous improvement.
- Finalize the implementation of the instructional plan through professional development and curriculum adoption.

Sustaining Change - Recommendations

- As a Leadership team, reflect on the learnings gained through its improvement journey to update OMI's petition to align with its renewed vision and mission.
- Engage with the expertise available through the [CA Statewide System of Support](#) such as the [Regional English Learner Specialist](#) and the [21st Century School Leadership Academy](#) to support site leadership, [Community Engagement Initiative](#) to support strengthening connections, and [MTSS](#) in support of continued systems development and integration.

Thank you!

Coversheet

First Alarm Contract and Safetight Security

Section: VI. Information/Discussion Items
Item: E. First Alarm Contract and Safetight Security
Purpose:
Submitted by:
Related Material: First Alarm Contract Rollup sheet.pdf
First Alarm Contracts_2017_2019.pdf
First Alarm Invoices 6-5-23 (1).pdf
20230629 Safetight Cover MFR (1).pdf

First Alarm											
Contract #	Description	Term/Months	Status	Initiated	Term Completed	Install Completion	36 month Extension	Install Cost	Payment/monthly	Annual Total	Notes
44-7068	Intrusion	60	New	27-Jun-17	27-Jun-22	29-Sep-17	27-Jun-25	\$ 199.00	\$ 295.00	\$ 3,540.00	
44-7337	Intrusion	60	Addition	27-Sep-17	27-Sep-22	31-Oct-17	27-Sep-25	\$ 199.00	\$ 57.00	\$ 684.00	
58-7448	Fire	60	Activation	27-Sep-17	27-Sep-22	31-Oct-17	27-Sep-25	\$ -	\$ 244.01	\$ 2,928.12	
44-7338	Intrusion	60	Addition	27-Sep-17	27-Sep-22	31-Oct-17	27-Sep-25	\$ 199.00	\$ 57.00	\$ 684.00	Add cellular communicator
58-5095	Fire	60	Activation	27-Sep-17	27-Sep-22	31-Oct-17	27-Sep-25	\$ -	\$ 170.98	\$ 2,051.76	
13-5095	Fire	60	New	27-Jun-17	27-Jun-22	29-Sep-17	27-Jun-25	\$ 22,300.00	\$ 1,700.00	\$ 20,400.00	Installation
863 (CardRead)	Access	60	New	27-Jun-17	27-Jun-22	29-Sep-17	27-Jun-25	\$ 2,600.00	\$ 295.00	\$ 3,540.00	
1439 (CCTV)	Video	60	New	27-Jun-17	27-Jun-22	29-Sep-17	27-Jun-25	\$ 15,800.00	\$ 995.00	\$ 11,940.00	
1421 (Intercom)	Other	60	New	17-Sep-19	17-Sep-24	10-Oct-19	17-Sep-27	\$ 411.54	\$ 30.00	\$ 360.00	Lusk Entrance Intercom
								Total to Date	Total Monthly	Total Annual	
								\$ 41,708.54	\$ 3,843.99	\$ 46,127.88	
July 2023 Invoices											
Invoice #	Description	From	To	Payment Applied	Rate	Subtotal	Invoice Amount	Notes			
754845	Video	1-Jul-23	31-Jul-23	2-Jun-23	\$ 2,197.66	\$ 2,197.66	\$ 2,197.66				
	First View	1-Jul-23	31-Jul-23	2-Jun-23	\$ 73.43	\$ 73.43	\$ 73.43				
							\$ 2,271.09	Video			
754846	Cellular, Intrusion	1-Jul-23	31-Jul-23	2-Jun-23	\$ 9.44	\$ 9.44	\$ 9.44				
	Weekly Test Timer	1-Jul-23	31-Jul-23	2-Jun-23	\$ 4.72	\$ 4.72	\$ 4.72				
	Monitoring Intrusion Sys	1-Jul-23	31-Jul-23	2-Jun-23	\$ 880.11	\$ 880.11	\$ 880.11				
	First Connect, Intrusion	1-Jul-23	31-Jul-23	2-Jun-23	\$ 7.87	\$ 7.87	\$ 7.87				
	Monitoring Intrusion Svc	1-Jul-23	31-Jul-23	2-Jun-23	\$ 36.72	\$ 36.72	\$ 36.72				
							\$ 938.86	Fire			
754847	Daily Timer Test	1-Jul-23	31-Jul-23	2-Jun-23	\$ 8.39	\$ 8.39	\$ 8.39				
	Insepect Contract	1-Jul-23	31-Jul-23	2-Jun-23	\$ 472.05	\$ 472.05	\$ 472.05				
	Moniotring Fire Sys	1-Jul-23	31-Jul-23	2-Jun-23	\$ 3,584.43	\$ 3,584.43	\$ 3,584.43				
	1-Hour Line Secure Fire	1-Jul-23	31-Jul-23	2-Jun-23	\$ 31.47	\$ 31.47	\$ 31.47				
	Radio Communications	1-Jul-23	31-Jul-23	2-Jun-23	\$ 47.21	\$ 47.21	\$ 47.21				
							\$ 4,143.55	Fire			
754848	Co. Owned Control Sys	1-Jul-23	31-Jul-23	2-Jun-23	\$ 1,237.82	\$ 1,237.82	\$ 1,237.82				
							\$ 1,237.82	Cardreader System			
754849	Celluar Co Owned	1-Jul-23	31-Jul-23	2-Jun-23	\$ 9.44	\$ 9.44	\$ 9.44				
	Daily Timer Test, Intrusion	1-Jul-23	31-Jul-23	2-Jun-23	\$ 8.39	\$ 8.39	\$ 8.39				
	First Connect	1-Jul-23	31-Jul-23	2-Jun-23	\$ 7.87	\$ 7.87	\$ 7.87				
	Monitoring Service	1-Jul-23	31-Jul-23	2-Jun-23	\$ 34.09	\$ 34.09	\$ 34.09				
							\$ 59.79	Intrusion			
75450	Celluar Co Owned	1-Jul-23	31-Jul-23	2-Jun-23	\$ 9.44	\$ 9.44	\$ 9.44				
	Daily Timer Test, Intrusion	1-Jul-23	31-Jul-23	2-Jun-23	\$ 8.39	\$ 8.39	\$ 8.39				
	First Connect	1-Jul-23	31-Jul-23	2-Jun-23	\$ 7.87	\$ 7.87	\$ 7.87				
	Monitoring Service	1-Jul-23	31-Jul-23	2-Jun-23	\$ 34.09	\$ 34.09	\$ 34.09				
							\$ 59.79	Intrusion B-Wing			
	Inspection Contract	1-Jul-23	31-Jul-23	2-Jun-23	\$ 213.67	\$ 213.67	\$ 213.67				
	Monitoring Service	1-Jul-23	31-Jul-23	2-Jun-23	\$ 33.39	\$ 33.39	\$ 33.39				
							\$ 306.85	Fire Alarm for B-Wing			
754852	Daily Timer Test	1-Jul-23	31-Jul-23	2-Jun-23	\$ 8.64	\$ 8.64	\$ 8.64				
	Inspection Contract	1-Jul-23	31-Jul-23	2-Jun-23	\$ 140.46	\$ 140.46	\$ 140.46				
	Monitoring Service	1-Jul-23	31-Jul-23	2-Jun-23	\$ 30.25	\$ 30.25	\$ 30.25				
							\$ 179.35	Fire Alarm for C-Wing			
754853	Leased Intercom Equip	1-Jul-23	31-Jul-23	2-Jun-23	\$ 31.47	\$ 31.47	\$ 31.47				
							\$ 31.47	Intercom at Lusk Street Entrance to Main Office			
						Total Monthly SY23	\$ 9,228.57				
						Total Monthly SY17	\$ 3,843.00				
						% Increase	140%				

41351

RETAIL INSTALLMENT CONTRACT

Security System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



1111 Estates Dr.
Aptos, CA 95003
Telephone 831-476-1111

1 Lower Ragsdale Dr., #3700
Monterey, CA 93940
Telephone 831-649-1111

2365 Paragon Dr., Suite E
San Jose, CA 95131
Telephone 408-866-1111

6153 State Farm Dr.
Rohnert Park, CA 94928
Telephone 707-542-1111

3701 Collins Ave., Suite 3S
Richmond, CA 94806
Telephone 510-549-0306

This Agreement is entered into this 27th day of June, 2017 by First Alarm a California corporation, hereinafter referred to as "Company," and Oakland Military Institute, hereinafter referred to as "Customer," at 3877 Lusk street, Oakland, California 95608.

1) Installation of System: First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

This agreement represents a company owned system . The installed equipment shall remain the property of First Alarm and must be returned to the company upon termination of this agreement.	Customer Initial
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Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

Approximate Installation Start: Tuesday, June 27, 2017 Approximate Installation Completion Date: Friday, September 29, 2017

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access Other

Qty	Description	Locations	Service Fee(s)		Monthly Recurring	
			Amount	Initial	Amount	Initial
	For list of all devices to be installed, please refer to the attached proposal dated June 27th and see page 3.		Primary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input type="checkbox"/> Local ONLY		\$ 45.00	
			Secondary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input checked="" type="checkbox"/> None		\$ 1,435.00	
	First Alarm to install Fire System and maintain system and regular test and inspections via leased system		Enhanced Services Test Signals <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly On Site System Testing (Fire Testing frequency per NFPA requirements) Open/Close <input checked="" type="checkbox"/> Event Log <input checked="" type="checkbox"/> Scheduled Email Reports FirstLINK (account web portal) FirstVIEW (remote video surveillance service) FirstACCESS (Access Control System Management) FirstCONNECT (mobile control) <input type="checkbox"/> with Video Patrol Response Retainer Silver Shield (M-F, 8am-5pm) Gold Shield (24/7) Emergency Phone Service UL Certification for the Agreement Term Line Security <input checked="" type="checkbox"/> 5 Min <input type="checkbox"/> 1 Hour Software License Agreement Fees		\$ 220.00	
			RESET Billing Period			
			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually			
			Payment Method			
			<input checked="" type="checkbox"/> Auto Pay Checking <input type="checkbox"/> Auto Pay Credit Card <input type="checkbox"/> Regular Mail			
			Financial Disclosures			
			Agreement Length 60 Months at \$ 1,700.00 per Month			
			This Agreement will have an original term as noted above and automatically renew and continue for successive thirty-six (36) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term.			
			THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0 % APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.			
	INSTALL PRICE		\$ 22,300.00			

2) Price, Payment and Term:

Customer hereby agrees to pay Company, its agents or assigns, the sum of five thousand five hundred and seventy-five dollars (\$ 5,575.00) upon execution of this Agreement and sixteen thousand seven hundred and twenty-five dollars (\$ 16,725.00) upon completion of the installation. For the installation of the system you agree to pay 25.00% of the total Install Price shown above upon signing of this Agreement and

the balance upon substantial completion of the installation. **For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis.** We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

3) Limited Warranty:

A. TERM OF WARRANTY: THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS COMPANY OWNED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT.

B. WHAT IS INCLUDED: WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE.

4) Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24-hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System, as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to the beginning of installation, of every location at the premises where we should not work, because of concealed obstructions or hazards such as pipes, wires or where other obstructions are present. Any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the installation is to be completed during premises construction or remodel, Customer understands that the above amounts have been agreed to be based upon the following: Company shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Customer's agent requires Company to complete pre-wire after insulation or drywall is started, Customer understands that additional labor costs will be charged.

5) Alarm System Monitoring Service: If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

6) Patrol Response: If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he / she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.

7) Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (Including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persist following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER. Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

8) False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

- 9) Repair Service:** Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.
- 10) Customer's Duties:** You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.
- 11) Suspension or Cancellation of this Agreement:** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.
- 12) Termination, Default, Removal of System:** If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than forty-five (45) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.
- 12) Assignees and Subcontractors:** We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.
- 13) Changes to the System:** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**
- 14) Company is Not an Insurer; Liquidated Damages; Limitation of Liability:** You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons; (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services. **THEREFORE YOU AGREE** Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be our only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. **YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.
- 16) Third Party Indemnification and Waiver Subrogation.** If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.
- 17) Limitation on Lawsuits; Reference:** Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of *Section 638, et seq. of the California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2 of the California Code of Civil Procedure*, as amended from time to time.
- 18) INCREASE IN SERVICE FEE:** You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.
- 19) ENTIRE AGREEMENT.** The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.
- 20) INFORMATION AND PRIVACY:** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.
- 21) HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00:** Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement. **THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS.** If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES.**

22) OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

23) DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

24) Cancellation: Residential Customers Only: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

MECHANIC'S LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.


NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes.

Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract, (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov.

You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

First Alarm Employee Registration No. 63062	CUSTOMER NAME (Print Name & Title): Johnna Greel Superintendent
By (Employee Signature): George Stewart	By (Signature): Johnna Greel
By (Authorized Officer Signature): 	Date Signed: 6.30.17

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

FOR OFFICE USE ONLY	BILLING ADDRESS: (IF billing address is different than Site)
Job# CS# Customer#	Name:
COMMENTS/CLARIFICATION:	Street Address:
	City: State: Zip: County:
	Contact Person: Email:
	Telephone Number:
	Site Telephone Number (required): Fax Number:

Revision 19JAN2017

41338

RETAIL INSTALLMENT CONTRACT

Security System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



1111 Estates Dr.
Aptos, CA 95003
Telephone 831-476-1111

1 Lower Ragsdale Dr., #3700
Monterey, CA 93940
Telephone 831-649-1111

2365 Paragon Dr., Suite E
San Jose, CA 95131
Telephone 408-866-1111

6153 State Farm Dr.
Rohnert Park, CA 94928
Telephone 707-542-1111

3701 Collins Ave., Suite 35
Richmond, CA 94806
Telephone 510-549-0306

This Agreement is entered into this 27th day of June, 2017 by First Alarm a California corporation, hereinafter referred to as "Company,"

and Oakland Military Institute, hereinafter referred to as "Customer,"

at 3877 Lusk street, Oakland, California 95608.

1) Installation of System: First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

This agreement represents a company owned system . The installed equipment shall remain the property of First Alarm and must be returned to the company upon termination of this agreement.	Customer Initial
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Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

Approximate Installation Start: Tuesday, June 27, 2017 Approximate Installation Completion Date: Friday, September 29, 2017

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access Other

Qty	Description	Locations	Service Fee(s)	
			Monthly Recurring Amount	Initial
	For list of all devices to be installed, please refer to the attached proposal dated June 27th and see page 2.		Primary Communication Type <input type="checkbox"/> Landline <input checked="" type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input type="checkbox"/> Local ONLY	
	First Alarm to Install Intrusion/Burglar alarm system and maintain system		\$ 44.00	
			Secondary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input checked="" type="checkbox"/> None	
			\$ 239.00	
			Enhanced Services Test Signals <input type="checkbox"/> Daily <input checked="" type="checkbox"/> Weekly \$ 4.50 On Site System Testing (Fire Testing frequency per NFPA requirements) Open/Close <input type="checkbox"/> Event Log <input checked="" type="checkbox"/> Scheduled Email Reports FirstLINK (account web portal) FirstVIEW (remote video surveillance service) FirstACCESS (Access Control System Management) FirstCONNECT (mobile control) <input type="checkbox"/> with Video \$ 7.50 Patrol Response Retainer Silver Shield (M-F, 8am-5pm) Gold Shield (24/7) Emergency Phone Service UL Certification for the Agreement Term Line Security <input checked="" type="checkbox"/> 5 Min <input type="checkbox"/> 1 Hour Software License Agreement Fees	
			RESET Billing Period <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually	
			Payment Method <input type="checkbox"/> Auto Pay Checking <input type="checkbox"/> Auto Pay Credit Card <input type="checkbox"/> Regular Mail	
			Financial Disclosures Agreement Length 60 Months at \$ 295.00 per Month	
			This Agreement will have an original term as noted above and automatically renew and continue for successive thirty-six (36) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term.	
			THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0 % APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.	
	INSTALL PRICE	\$ 4,495.00		

2) Price, Payment and Term:

Customer hereby agrees to pay Company, its agents or assigns, the sum of one thousand one hundred and twenty-three dollars and seventy-five cents (\$ 1,123.75) upon execution of this Agreement and three thousand three hundred and seventy-one dollars and twenty-five cents (\$ 3,371.25) upon completion of the installation. For the installation of the system you agree to pay 25.00% of the total Install Price shown above upon signing of this Agreement and

the balance upon substantial completion of the installation. **For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis.** We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

3) Limited Warranty:

A. TERM OF WARRANTY: THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS COMPANY OWNED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT.

B. WHAT IS INCLUDED: WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE.

4) Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24-hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System, as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to the beginning of installation, of every location at the premises where we should not work, because of concealed obstructions or hazards such as pipes, wires or where other obstructions are present. Any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the installation is to be completed during pre-mise construction or remodel, Customer understands that the above amounts have been agreed to be based upon the following: Company shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Customer's agent requires Company to complete pre-wire after insulation or drywall is started, Customer understands that additional labor costs will be charged.

5) Alarm System Monitoring Service: If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

6) Patrol Response: If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he / she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. **YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.**

7) Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (Including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persist following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. **IMMEDIATELY AFTER THE INSTALLTION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.** Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

8) False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

- 9) Repair Service:** Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.
- 10) Customer's Duties:** You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.
- 11) Suspension or Cancellation of this Agreement:** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.
- 12) Termination, Default, Removal of System:** If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than forty-five (45) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.
- 12) Assignees and Subcontractors:** We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.
- 13) Changes to the System:** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**
- 14) Company is Not an Insurer; Liquidated Damages; Limitation of Liability:** You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons; (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services. **THEREFORE YOU AGREE** Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. **YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.
- 16) Third Party Indemnification and Waiver Subrogation.** If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.
- 17) Limitation on Lawsuits; Reference:** Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of *Section 638, et seq. of the California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2 of the California Code of Civil Procedure*, as amended from time to time.
- 18) INCREASE IN SERVICE FEE:** You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.
- 19) ENTIRE AGREEMENT.** The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.
- 20) INFORMATION AND PRIVACY:** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.
- 21) HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00:** Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement. **THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS.** If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES.**

22) OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

23) DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

24) Cancellation: Residential Customers Only: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.


MECHANIC'S LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract, (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov.

You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

First Alarm Employee Registration No. 63062	CUSTOMER NAME (Print Name & Title): Johnna Greel Superintendent
By (Employee Signature): George Stewart	By (Signature): Johnna Greel
By (Authorized Officer Signature): 	Date Signed: 6.30.17

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

FOR OFFICE USE ONLY			BILLING ADDRESS: (IF billing address is different than Site)			
Job#	CS#	Customer#	Name:			
COMMENTS/CLARIFICATION:			Street Address:			
			City:	State:	Zip:	County:
			Contact Person:		Email:	
			Telephone Number:			
			Site Telephone Number (required):		Fax Number:	

Revision 19JAN2017

43914

RETAIL INSTALLMENT CONTRACT

Security System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



1111 Estates Dr.
Aptos, CA 95003
Telephone 831-476-1111

1 Lower Ragsdale Dr., #3700
Monterey, CA 93940
Telephone 831-649-1111

2365 Paragon Dr., Suite E
San Jose, CA 95131
Telephone 408-866-1111

6153 State Farm Dr.
Rohnert Park, CA 94928
Telephone 707-542-1111

3701 Collins Ave., Suite 3S
Richmond, CA 94806
Telephone 510-549-0306

This Agreement is entered into this 27th day of September, 2018 by First Alarm a California corporation, hereinafter referred to as "Company,"

and Oakland Military Institute, hereinafter referred to as "Customer,"

at 3877 Lusk Street, Building C, Oakland, California 94608.

1) Installation of System: First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

This agreement represents a **purchased system**. The equipment becomes the property of the Customer upon payment of all fees described in paragraph 2. The equipment shall remain with the customer upon termination of this agreement.

Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

Approximate Installation Starting Date: Thursday, September 27, 2018 Approximate Installation Completion Date: Wednesday, October 31, 2018

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access Other

Qty	Description	Locations	Service Fee(s)		Monthly Recurring	
			Amount	Initial	Amount	Initial
1	Cellular Communicator	Near Panel	Primary Communication Type <input type="checkbox"/> Landline <input checked="" type="checkbox"/> Cellular <input type="checkbox"/> Internet <input type="checkbox"/> FirstNET <input type="checkbox"/> Local ONLY		\$ 32.50	CD
	Any existing equipment found to be in need of repair or replacement will be billed on a time and material basis with prior customer approval required before work is performed.		Secondary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input type="checkbox"/> FirstNET <input type="checkbox"/> None		\$ 9.00	CD
	Prices include a one-time customer training once the installation is complete.		Enhanced Services Test Signals <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly On Site System Testing (Fire Testing frequency per NFPA requirements) Open/Close <input type="checkbox"/> Event Log <input type="checkbox"/> Scheduled Email Reports FirstLINK (account web portal) FirstVIEW (remote video surveillance service) FirstACCESS (Access Control System Management) FirstCONNECT (mobile control) <input type="checkbox"/> with Video Patrol Response Retainer Silver Shield (M-F, 8am-5pm) Gold Shield (24/7) Emergency Phone Service UL Certification for the Agreement Term Line Security <input type="checkbox"/> 5 Min <input type="checkbox"/> 1 Hour Software License Agreement Fees		\$ 8.00	CD
	Customer to secure any required permits.				\$ 7.50	CD
	Existing Equipment:		Billing Period <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually			
	1 - Control Panel		Payment Method <input type="checkbox"/> Auto Pay Checking <input type="checkbox"/> Auto Pay Credit Card <input checked="" type="checkbox"/> Regular Mail			
	6 - Motion Detectors		Financial Disclosures Agreement Length 60 Months at \$ 57.00 per Month			
	8 - Door Sensors		This Agreement will have an original term as noted above and automatically renew and continue for successive thirty-six (36) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term.			
	1 - Keypad		THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0 % APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.			
	PURCHASE PRICE	\$ 199.00				

2) Price, Payment and Term:

Customer hereby agrees to pay Company, its agents or assigns, the sum of nineteen dollars and ninety cents (\$ 19.90) upon execution of this Agreement and one hundred and seventy-nine dollars and ten cents (\$ 179.10) upon completion of the installation. For the sale and installation of the system you agree to pay 10.00% of the total Purchase Price shown above upon signing of this Agreement and

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the balance upon substantial completion of the installation. **For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis.** We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

3) Limited Warranty:

A. TERM OF WARRANTY: THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS COMPANY OWNED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT.

B. WHAT IS INCLUDED: WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE.

4) Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24-hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System, as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to the beginning of installation, of every location at the premises where we should not work, because of concealed obstructions or hazards such as pipes, wires or where other obstructions are present. Any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the installation is to be completed during premises construction or remodel, Customer understands that the above amounts have been agreed to be based upon the following: Company shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Customer's agent requires Company to complete pre-wire after insulation or drywall is started, Customer understands that additional labor costs will be charged.

5) Alarm System Monitoring Service: If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

6) Patrol Response: If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he / she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.

7) Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (Including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persist following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. IMMEDIATELY AFTER THE INSTALLTION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER. Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

8) False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

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22) **OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

23) **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

24) **Cancellation: Residential Customers Only: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

MECHANIC'S LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract, (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov.

You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

First Alarm Employee Registration No. George Stewart ACE 63062	CUSTOMER NAME (Print Name & Title): Oakland Military Institute by Cathy Depp
By (Employee Signature): DocuSigned by: George Stewart	By (Signature): DocuSigned by: Cathy Depp
By (Authorized Officer Signature): 48ED0F01A7C146C...	Date Signed: 4382491C851C411... 9/28/2018

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

FOR OFFICE USE ONLY			BILLING ADDRESS: (IF billing address is different than Site)					
Job#	CS#	Customer#	Name: Oakland Military Institute					
COMMENTS/CLARIFICATION:			Street Address: 3911 Lusk Street					
			City: Oakland, CA		State: 94608	Zip: Alameda	County:	
			Contact Person: Cathy Depp		Email: cdepp@omiacademy.org			
			Telephone Number: 510-594-3982					
			Site Telephone Number (required):			Fax Number:		

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9) Repair Service: Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.

10) Customer's Duties: You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.

11) Suspension or Cancellation of this Agreement: You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

12) Termination, Default, Removal of System: If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.

13) Assignees and Subcontractors: We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

14) Changes to the System: If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

15) Company is Not an Insurer; Liquidated Damages; Limitation of Liability: You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons; (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services.

THEREFORE YOU AGREE Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

16) Third Party Indemnification and Waiver Subrogation. If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

17) Limitation on Lawsuits; Reference: Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of *Section 638, et seq.* of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2* of the California Code of Civil Procedure, as amended from time to time.

18) INCREASE IN SERVICE FEE: You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

19) ENTIRE AGREEMENT. The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

20) INFORMATION AND PRIVACY: You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.

21) HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00: Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement.

THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS. If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES.**

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9) Repair Service: Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.

10) Customer's Duties: You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.

11) Suspension or Cancellation of this Agreement: You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

12) Termination, Default, Removal of System: If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.

13) Assignees and Subcontractors: We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

14) Changes to the System: If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

15) Company is Not an Insurer; Liquidated Damages; Limitation of Liability: You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons; (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services.

THEREFORE YOU AGREE Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

16) Third Party Indemnification and Waiver Subrogation. If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

17) Limitation on Lawsuits; Reference: Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of *Section 638, et seq. of the California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2 of the California Code of Civil Procedure*, as amended from time to time.

18) INCREASE IN SERVICE FEE: You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

19) ENTIRE AGREEMENT. The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

20) INFORMATION AND PRIVACY: You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.

21) HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00: Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement.

THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS. If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES.**

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22) OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

23) DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

24) Cancellation: Residential Customers Only: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

MECHANIC'S LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes.

Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract, (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov.

You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

First Alarm Employee Registration No. George Stewart ACE 63062	CUSTOMER NAME (Print Name & Title): Oakland Military Institute by Cathy Depp
By (Employee Signature): DocuSigned by: <i>George Stewart</i>	By (Signature): DocuSigned by: <i>Cathy Depp</i>
By (Authorized Officer Signature): 43ED6F01A7C186C...	Date Signed: 4382491C951C411... 9/28/2018

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

FOR OFFICE USE ONLY	BILLING ADDRESS: (IF billing address is different than Site)
Job# CS# Customer#	Name: Oakland Military Institute
COMMENTS/CLARIFICATION:	Street Address: 3911 Lusk Street
	City: State: Zip: County: Oakland, CA 94608 Alameda
	Contact Person: Email: Cathy Depp cdepp@omiacademy.org
	Telephone Number: 510-594-3982
	Site Telephone Number (required): Fax Number:

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the balance upon substantial completion of the installation. **For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis.** We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

3) Limited Warranty:

A. TERM OF WARRANTY: THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS COMPANY OWNED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT.

B. WHAT IS INCLUDED: WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE.

4) Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24-hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System, as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to the beginning of installation, of every location at the premises where we should not work, because of concealed obstructions or hazards such as pipes, wires or where other obstructions are present. Any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the installation is to be completed during premises construction or remodel, Customer understands that the above amounts have been agreed to be based upon the following: Company shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Customer's agent requires Company to complete pre-wire after insulation or drywall is started, Customer understands that additional labor costs will be charged.

5) Alarm System Monitoring Service: If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

6) Patrol Response: If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he / she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.

7) Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persist following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. IMMEDIATELY AFTER THE INSTALLTION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER. Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

8) False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

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RETAIL INSTALLMENT CONTRACT

Security System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



1111 Estates Dr.
Aptos, CA 95003
Telephone 831-476-1111

1 Lower Ragsdale Dr., #3700
Monterey, CA 93940
Telephone 831-649-1111

2365 Paragon Dr., Suite E
San Jose, CA 95131
Telephone 408-866-1111

6153 State Farm Dr.
Rohnert Park, CA 94928
Telephone 707-542-1111

3701 Collins Ave., Suite 3S
Richmond, CA 94806
Telephone 510-549-0306

This Agreement is entered into this 27th day of September, 2018 by First Alarm a California corporation, hereinafter referred to as "Company," and Oakland Military Institute, hereinafter referred to as "Customer," at 880 39th Street, Oakland, California 94608.

1) Installation of System: First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

This agreement represents a **purchased system**. The equipment becomes the property of the Customer upon payment of all fees described in paragraph 2. The equipment shall remain with the customer upon termination of this agreement.

Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

Approximate Installation Starting Date: Thursday, September 27, 2018 Approximate Installation Completion Date: Wednesday, October 31, 2018

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access Other

Qty	Description	Locations	Service Fee(s)	
			Monthly Recurring Amount	Initial
		First Alarm to Continue Monitoring	Primary Communication Type <input checked="" type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input type="checkbox"/> Local ONLY	
		existing Fire Alarm :	\$ 31.83	<input checked="" type="checkbox"/>
	Any existing equipment found to be in need of repair or replacement will be billed on a time and material basis with prior customer approval required before work is performed.	2 - Waterflow Switch 2 - Relay Module 3 - PIV /Tamper 46 - Smoke Detector 1 - Manual Pull Station	Secondary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input checked="" type="checkbox"/> None	
	Prices include a one-time customer training once the installation is complete.	11 - Heat Detector 1 - Fire Control panel	Enhanced Services Test Signals <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly On Site System Testing (Fire Testing frequency per NFPA requirements) \$ 8.49 Open/Close <input type="checkbox"/> Event Log <input type="checkbox"/> Scheduled \$ 203.69 Email Reports FirstLINK (account web portal) FirstVIEW (remote video surveillance service) FirstACCESS (Access Control System Management) FirstCONNECT (mobile control) <input type="checkbox"/> with Video Patrol Response Retainer Silver Shield (M-F, 8am-5pm) Gold Shield (24/7) Emergency Phone Service UL Certification for the Agreement Term Line Security <input checked="" type="checkbox"/> 5 Min <input type="checkbox"/> 1 Hour Software License Agreement Fees	
	Customer to secure any required permits.		RESET Billing Period <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually	
	This is not a prevailing wage job. If prevailing wage is required, the proposal will change.		Payment Method <input type="checkbox"/> Auto Pay Checking <input type="checkbox"/> Auto Pay Credit Card <input checked="" type="checkbox"/> Regular Mail	
			Financial Disclosures Agreement Length 60 Months at \$ 244.01 per Month This Agreement will have an original term as noted above and automatically renew and continue for successive thirty-six (36) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term. THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0 % APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.	
	PURCHASE PRICE	\$ 0.00		

2) Price, Payment and Term:

Customer hereby agrees to pay Company, its agents or assigns, the sum of zero cents (\$ 0.00) upon execution of this Agreement and zero cents (\$ 0.00) upon completion of the installation. For the sale and installation of the system you agree to pay 10.00% of the total Purchase Price shown above upon signing of this Agreement and

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RETAIL INSTALLMENT CONTRACT

Security System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



1111 Estates Dr.
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This Agreement is entered into this 27th day of September, 2018 by First Alarm a California corporation, hereinafter referred to as "Company," and Oakland Military Institute, hereinafter referred to as "Customer," at 880 39th Street, Oakland, California 94608.

1) Installation of System: First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

This agreement represents a **purchased system**. The equipment becomes the property of the Customer upon payment of all fees described in paragraph 2. The equipment shall remain with the customer upon termination of this agreement.

Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

Approximate Installation Starting Date: Thursday, September 27, 2018 Approximate Installation Completion Date: Wednesday, October 31, 2018

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access other

Qty	Description	Locations	Service Fee(s)		Monthly Recurring	
			Amount	Initial	Amount	Initial
1	Cellular Communicator	Near Panel	Primary Communication Type <input checked="" type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input type="checkbox"/> Local ONLY		\$ 32.50	DS CD
	Any existing equipment found to be in need of repair or replacement will be billed on a time and material basis with prior customer approval required before work is performed.		Secondary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input type="checkbox"/> None		\$ 9.00	DS CD
	Prices include a one-time customer training once the installation is complete.		Enhanced Services Test Signals <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly On Site System Testing (Fire Testing frequency per NFPA requirements) Open/Close <input type="checkbox"/> Event Log <input checked="" type="checkbox"/> Scheduled Email Reports FirstLINK (account web portal) FirstVIEW (remote video surveillance service) FirstACCESS (Access Control System Management) FirstCONNECT (mobile control) <input type="checkbox"/> with Video Patrol Response Retainer Silver Shield (M-F, 8am-5pm) Gold Shield (24/7) Emergency Phone Service UL Certification for the Agreement Term Line Security <input checked="" type="checkbox"/> 5 Min <input type="checkbox"/> 1 Hour Software License Agreement Fees		\$ 8.00	DS CD
	Customer to secure any required permits.				\$ 7.50	DS CD
	Existing Equipment:		1 - Control Panel 13 - Motion Detectors 20 - Door Sensors 1 - Keypad			
			Billing Period <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually			
			Payment Method <input type="checkbox"/> Auto Pay Checking <input type="checkbox"/> Auto Pay Credit Card <input checked="" type="checkbox"/> Regular Mail			
			Financial Disclosures Agreement Length 60 Months at \$ 57.00 per Month			
			This Agreement will have an original term as noted above and automatically renew and continue for successive thirty-six (36) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term.			
			THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0 % APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.			
	PURCHASE PRICE				\$ 199.00	

2) Price, Payment and Term:

Customer hereby agrees to pay Company, its agents or assigns, the sum of nineteen dollars and ninety cents (\$ 19.90) upon execution of this Agreement and one hundred and seventy-nine dollars and ten cents (\$ 179.10) upon completion of the installation. For the sale and installation of the system you agree to pay 10.00% of the total Purchase Price shown above upon signing of this Agreement and

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the balance upon substantial completion of the installation. **For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis.** We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

3) Limited Warranty:

A. TERM OF WARRANTY: THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS COMPANY OWNED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT.

B. WHAT IS INCLUDED: WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

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5) Alarm System Monitoring Service: If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

6) Patrol Response: If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he / she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. **YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.**

7) Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (Including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persist following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. **IMMEDIATELY AFTER THE INSTALLTION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.** Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

8) False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

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22) **OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

23) **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

24) **Cancellation: Residential Customers Only: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

MECHANIC'S LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract, (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov.

You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

First Alarm Employee Registration No. George Stewart ACE 63062	CUSTOMER NAME (Print Name & Title): Oakland Military Institute by Cathy Depp
By (Employee Signature): DocuSigned by: George Stewart	By (Signature): DocuSigned by: Cathy Depp
By (Authorized Officer Signature): 48EDDF01A7C148C...	Date Signed: 4382491C851C411... 9/28/2018

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

FOR OFFICE USE ONLY	BILLING ADDRESS: (IF billing address is different than Site)
Job# CS# Customer#	Name: Oakland Military Institute
COMMENTS/CLARIFICATION:	Street Address: 3911 Lusk Street
	City: State: Zip: County: Oakland, CA 94608 Alameda
	Contact Person: Email: Cathy Depp cdepp@omiacademy.org
	Telephone Number: Site Telephone Number (required): Fax Number: 510-594-3982

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9) Repair Service: Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.

10) Customer's Duties: You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.

11) Suspension or Cancellation of this Agreement: You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

12) Termination, Default, Removal of System: If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.

13) Assignees and Subcontractors: We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

14) Changes to the System: If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

15) Company is Not an Insurer; Liquidated Damages; Limitation of Liability: You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons; (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services.

THEREFORE YOU AGREE Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

16) Third Party Indemnification and Waiver Subrogation. If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

17) Limitation on Lawsuits; Reference: Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of *Section 638, et seq. of the California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2 of the California Code of Civil Procedure*, as amended from time to time.

18) INCREASE IN SERVICE FEE: You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

19) ENTIRE AGREEMENT. The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

20) INFORMATION AND PRIVACY: You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.

21) HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00: Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement.

THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS. If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES.**

43918

RETAIL INSTALLMENT CONTRACT

Security System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



1111 Estates Dr.
Aptos, CA 95003
Telephone 831-476-1111

1 Lower Ragsdale Dr., #3700
Monterey, CA 93940
Telephone 831-649-1111

2365 Paragon Dr., Suite E
San Jose, CA 95131
Telephone 408-866-1111

6153 State Farm Dr.
Rohnert Park, CA 94928
Telephone 707-542-1111

3701 Collins Ave., Suite 3S
Richmond, CA 94806
Telephone 510-549-0306

This Agreement is entered into this 27th day of September, 2018 by First Alarm a California corporation, hereinafter referred to as "Company," and Oakland Military Institute, hereinafter referred to as "Customer," at 3877 Lusk Street, Building C, Oakland, California 94608.

1) Installation of System: First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

This agreement represents a **purchased system**. The equipment becomes the property of the Customer upon payment of all fees described in paragraph 2. The equipment shall remain with the customer upon termination of this agreement.

Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

Approximate Installation Starting Date: Thursday, September 27, 2018 Approximate Installation Completion Date: Wednesday, October 31, 2018

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm system have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access other

Qty	Description	Locations	Service Fee(s)		Monthly Recurring	
			Amount	Initial	Amount	Initial
		First Alarm to Continue Monitoring	Primary Communication Type <input checked="" type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input type="checkbox"/> FirstNET <input type="checkbox"/> Local ONLY		\$ 28.84	CD
	Any existing equipment found to be in need of repair or replacement will be billed on a time and material basis with prior customer approval required before work is performed.	1 - Waterflow Switch	Secondary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input type="checkbox"/> FirstNET <input checked="" type="checkbox"/> None			CD
		5 - Relay Module	Enhanced Services		Amount	Initial
		2 - PIV /Tamper	Test Signals <input checked="" type="checkbox"/> Daily <input type="checkbox"/> Weekly	\$ 8.24	CD	
		37 - Smoke Detector	On Site System Testing (Fire Testing frequency per NFPA requirements)	\$ 133.90	CD	
		1 - Manual Pull Station	Open/Close <input type="checkbox"/> Event Log <input type="checkbox"/> Scheduled			
	Prices include a one-time customer training once the installation is complete.	1 - Heat Detector	Email Reports			
		1 - Fire Control panel	FirstLINK (account web portal)			
			FirstVIEW (remote video surveillance service)			
			FirstACCESS (Access Control System Management)			
	Customer to secure any required permits.		FirstCONNECT (mobile control) <input type="checkbox"/> with Video			
			Patrol Response Retainer			
			Silver Shield (M-F, 8am-5pm)			
	This is not a prevailing wage job. If prevailing wage is required, the proposal will change.		Gold Shield (24/7)			
			Emergency Phone Service			
			UL Certification for the Agreement Term			
			Line Security <input checked="" type="checkbox"/> 5 Min <input type="checkbox"/> 1 Hour			
			Software License Agreement Fees			
			RESET	Billing Period		
			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually			
			Payment Method			
			<input type="checkbox"/> Auto Pay Checking <input type="checkbox"/> Auto Pay Credit Card <input checked="" type="checkbox"/> Regular Mail			
			Financial Disclosures			
			Agreement Length 60 Months at \$ 170.98 per Month			
			This Agreement will have an original term as noted above and automatically renew and continue for successive thirty-six (36) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term.			
			THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0 % APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.			
PURCHASE PRICE		\$ 0.00				

2) Price, Payment and Term:

Customer hereby agrees to pay Company, its agents or assigns, the sum of zero cents (\$ 0.00) upon execution of this Agreement and zero cents (\$ 0.00) upon completion of the installation. For the sale and installation of the system you agree to pay 10.00% of the total Purchase Price shown above upon signing of this Agreement and

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the balance upon substantial completion of the installation. **For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis.** We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

3) Limited Warranty:

A. TERM OF WARRANTY: THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS COMPANY OWNED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT.

B. WHAT IS INCLUDED: WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE.

4) Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24-hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System, as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to the beginning of installation, of every location at the premises where we should not work, because of concealed obstructions or hazards such as pipes, wires or where other obstructions are present. Any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the installation is to be completed during premises construction or remodel, Customer understands that the above amounts have been agreed to be based upon the following: Company shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Customer's agent requires Company to complete pre-wire after insulation or drywall is started, Customer understands that additional labor costs will be charged.

5) Alarm System Monitoring Service: If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

6) Patrol Response: If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he / she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.

7) Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (Including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persist following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. IMMEDIATELY AFTER THE INSTALLTION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER. Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

8) False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

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22) OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

23) **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

24) **Cancellation: Residential Customers Only:** YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

MECHANIC'S LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract, (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov.

You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

First Alarm Employee Registration No. George Stewart ACE 63062	CUSTOMER NAME (Print Name & Title): Oakland Military Institute by Cathy Depp
By (Employee Signature): DocuSigned by: George Stewart	By (Signature): DocuSigned by: Cathy Depp
By (Authorized Officer Signature): 4382491C851C411...	Date Signed: 9/28/2018

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

FOR OFFICE USE ONLY	BILLING ADDRESS: (IF billing address is different than Site)
Job# CS# Customer#	Name: Oakland Military Institute
COMMENTS/CLARIFICATION:	Street Address: 3911 Lusk Street
	City: State: Zip: County: Oakland, CA 94608 Alameda
	Contact Person: Email: Cathy Depp cdepp@omiacademy.org
	Telephone Number: Site Telephone Number (required): Fax Number: 510-594-3982

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9) Repair Service: Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.

10) Customer's Duties: You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.

11) Suspension or Cancellation of this Agreement: You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

12) Termination, Default, Removal of System: If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.

13) Assignees and Subcontractors: We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

14) Changes to the System: If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

15) Company is Not an Insurer; Liquidated Damages; Limitation of Liability: You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons; (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services.

THEREFORE YOU AGREE Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

16) Third Party Indemnification and Waiver Subrogation. If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

17) Limitation on Lawsuits; Reference: Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of *Section 638, et seq.* of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2* of the California Code of Civil Procedure, as amended from time to time.

18) INCREASE IN SERVICE FEE: You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

19) ENTIRE AGREEMENT. The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

20) INFORMATION AND PRIVACY: You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.

21) HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00: Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement.

THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS. If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES.**

41252

RETAIL INSTALLMENT CONTRACT

Security System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



1111 Estates Dr.
Aptos, CA 95003
Telephone 831-476-1111

1 Lower Ragsdale Dr., #3700
Monterey, CA 93940
Telephone 831-649-1111

2365 Paragon Dr., Suite E
San Jose, CA 95131
Telephone 408-866-1111

6153 State Farm Dr.
Rohnert Park, CA 94928
Telephone 707-542-1111

3701 Collins Ave., Suite 35
Richmond, CA 94806
Telephone 510-549-0306

This Agreement is entered into this 27th day of June, 2017 by First Alarm a California corporation, hereinafter referred to as "Company," and Oakland Military Institute, hereinafter referred to as "Customer," at 3877 Lusk street, Oakland, California 95608

1) Installation of System: First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

This agreement represents a <i>company owned system</i> . The installed equipment shall remain the property of First Alarm and must be returned to the company upon termination of this agreement.	Customer Initial
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Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

Approximate Installation Start: Tuesday, June 27, 2017 Approximate Installation Completion Date: Friday, September 29, 2017

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access Other

Qty	Description	Locations	Service Fee(s)		Monthly Recurring	
			Amount	Initial	Amount	Initial
	For list of all devices to be installed, please refer to the attached proposal dated June 27th and see page 5.		Primary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input type="checkbox"/> FirstNET <input checked="" type="checkbox"/> Local ONLY		\$ 295.00	
			Secondary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input type="checkbox"/> FirstNET <input checked="" type="checkbox"/> None			
	First Alarm to install and maintain via leased Access Control System		Enhanced Services Test Signals <input type="checkbox"/> Daily <input type="checkbox"/> Weekly On Site System Testing (Fire Testing frequency per NFPA requirements) Open/Close <input type="checkbox"/> Event Log <input type="checkbox"/> Scheduled Email Reports FirstLINK (account web portal) FirstVIEW (remote video surveillance service) FirstACCESS (Access Control System Management) FirstCONNECT (mobile control) <input type="checkbox"/> with Video Patrol Response Retainer Silver Shield (M-F, 8am-5pm) Gold Shield (24/7) Emergency Phone Service UL Certification for the Agreement Term Line Security <input type="checkbox"/> 5 Min <input type="checkbox"/> 1 Hour Software License Agreement Fees			
			Billing Period <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually			
			Payment Method <input type="checkbox"/> Auto Pay Checking <input type="checkbox"/> Auto Pay Credit Card <input type="checkbox"/> Regular Mail			
			Financial Disclosures Agreement Length 60 Months at \$ 295.00 per Month This Agreement will have an original term as noted above and automatically renew and continue for successive thirty-six (36) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term. THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0 % APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.			
	INSTALL PRICE	\$ 2,600.00				

2) Price, Payment and Term:

Customer hereby agrees to pay Company, its agents or assigns, the sum of six hundred and fifty dollars (\$ 650.00) upon execution of this Agreement and one thousand nine hundred and fifty dollars (\$ 1,950.00) upon completion of the installation. For the installation of the system you agree to pay 25.00% of the total Install Price shown above upon signing of this Agreement and

the balance upon substantial completion of the installation. For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis. We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

3) Limited Warranty:

A. TERM OF WARRANTY: THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS COMPANY OWNED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT.

B. WHAT IS INCLUDED: WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE.

4) Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24-hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System, as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to the beginning of installation, of every location at the premises where we should not work, because of concealed obstructions or hazards such as pipes, wires or where other obstructions are present. Any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the installation is to be completed during premises construction or remodel, Customer understands that the above amounts have been agreed to be based upon the following: Company shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Customer's agent requires Company to complete pre-wire after insulation or drywall is started, Customer understands that additional labor costs will be charged.

5) Alarm System Monitoring Service: If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

6) Patrol Response: If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he / she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.

7) Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persist following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. IMMEDIATELY AFTER THE INSTALLTION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER. Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

8) False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

- 9) **Repair Service:** Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.
- 10) **Customer's Duties:** You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.
- 11) **Suspension or Cancellation of this Agreement:** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.
- 12) **Termination, Default, Removal of System:** If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than forty-five (45) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.
- 12) **Assignees and Subcontractors:** We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.
- 13) **Changes to the System:** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.
- 14) **Company is Not an Insurer; Liquidated Damages; Limitation of Liability:** You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons;
- (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services.
- THEREFORE YOU AGREE** Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.
- YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.
- 16) **Third Party Indemnification and Waiver Subrogation.** If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.
- 17) **Limitation on Lawsuits; Reference:** Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.
- 18) **INCREASE IN SERVICE FEE:** You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.
- 19) **ENTIRE AGREEMENT.** The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.
- 20) **INFORMATION AND PRIVACY:** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.
- 21) **HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00:** Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement. **THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS.** If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES.**

22) OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

23) DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

24) Cancellation: Residential Customers Only: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.


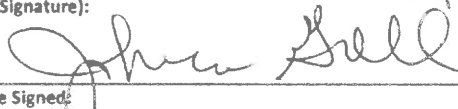
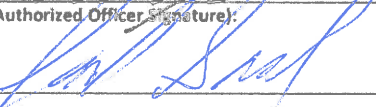
MECHANIC'S LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract, (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov.

You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

First Alarm Employee Registration No. 63062	CUSTOMER NAME (Print Name & Title): Johnna Grell Superintendent
By (Employee Signature):  George Stewart	By (Signature): 
By (Authorized Officer Signature): 	Date Signed: 6-30-17

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

FOR OFFICE USE ONLY			BILLING ADDRESS: (IF billing address is different than Site)			
Job#	CS#	Customer#	Name:			
COMMENTS/CLARIFICATION:			Street Address:			
			City:	State:	Zip:	County:
			Contact Person:		Email:	
			Telephone Number:			
			Site Telephone Number (required):		Fax Number:	

Revision 19JAN2017

41336

RETAIL INSTALLMENT CONTRACT

Security System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



1111 Estates Dr.
Aptos, CA 95003
Telephone 831-476-1111

1 Lower Ragsdale Dr., #3700
Monterey, CA 93940
Telephone 831-649-1111

2365 Paragon Dr., Suite E
San Jose, CA 95131
Telephone 408-866-1111

6153 State Farm Dr.
Rohnert Park, CA 94928
Telephone 707-542-1111

3701 Collins Ave., Suite 3S
Richmond, CA 94806
Telephone 510-549-0306

This Agreement is entered into this 27th day of June, 2017 by First Alarm a California corporation, hereinafter referred to as "Company,"

and Oakland Military Institute, hereinafter referred to as "Customer,"

at 3877 Lusk street, Oakland, California 95608

1) **Installation of System:** First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

This agreement represents a company owned system . The installed equipment shall remain the property of First Alarm and must be returned to the company upon termination of this agreement.	Customer Initial
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Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

Approximate Installation Start: Tuesday, June 27, 2017 Approximate Installation Completion Date: Friday, September 29, 2017

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm system have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access Other

Qty	Description	Locations	Service Fee(s)	
			Amount	Initial
	For list of all devices to be installed, please refer to the attached proposal dated June 27th and see page 4.		Primary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input checked="" type="checkbox"/> Local ONLY	
			Secondary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Cellular <input type="checkbox"/> Internet <input checked="" type="checkbox"/> FirstNET <input checked="" type="checkbox"/> None	
	First Alarm to install and maintain CCTV Video system via leased system.		Enhanced Services Test Signals <input type="checkbox"/> Daily <input type="checkbox"/> Weekly On Site System Testing (Fire Testing frequency per NFPA requirements) Open/Close <input type="checkbox"/> Event Log <input type="checkbox"/> Scheduled Email Reports FirstLINK (account web portal) FirstVIEW (remote video surveillance service) \$ 70.00 FirstACCESS (Access Control System Management) FirstCONNECT (mobile control) <input type="checkbox"/> with Video Patrol Response Retainer Silver Shield (M-F, 8am-5pm) Gold Shield (24/7) Emergency Phone Service UL Certification for the Agreement Term Line Security <input type="checkbox"/> 5 Min <input type="checkbox"/> 1 Hour Software License Agreement Fees	
			Billing Period	
			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually	
			Payment Method	
			<input checked="" type="checkbox"/> Auto Pay Checking <input type="checkbox"/> Auto Pay Credit Card <input type="checkbox"/> Regular Mail	
			Financial Disclosures	
			Agreement Length 60 Months at \$ 995.00 per Month	
			This Agreement will have an original term as noted above and automatically renew and continue for successive thirty-six (36) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term.	
			THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0 % APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.	
INSTALL PRICE		\$ 15,800.00		

2) Price, Payment and Term:

Customer hereby agrees to pay Company, its agents or assigns, the sum of three thousand nine hundred and fifty dollars (\$ 3,950.00) upon execution of this Agreement and eleven thousand eight hundred and fifty dollars (\$ 11,850.00) upon completion of the installation. For the installation of the system you agree to pay 25.00% of the total Install Price shown above upon signing of this Agreement and

the balance upon substantial completion of the installation. **For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis.** We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

3) Limited Warranty:

A. TERM OF WARRANTY: THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS COMPANY OWNED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT.

B. WHAT IS INCLUDED: WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE.

4) Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24-hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System, as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to the beginning of installation, of every location at the premises where we should not work, because of concealed obstructions or hazards such as pipes, wires or where other obstructions are present. Any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the installation is to be completed during premises construction or remodel, Customer understands that the above amounts have been agreed to be based upon the following: Company shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Customer's agent requires Company to complete pre-wire after insulation or drywall is started, Customer understands that additional labor costs will be charged.

5) Alarm System Monitoring Service: If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

6) Patrol Response: If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he / she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. **YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.**

7) Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (Including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persist following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.** Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

8) False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

- 9) Repair Service:** Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.
- 10) Customer's Duties:** You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.
- 11) Suspension or Cancellation of this Agreement:** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.
- 12) Termination, Default, Removal of System:** If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than forty-five (45) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.
- 12) Assignees and Subcontractors:** We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.
- 13) Changes to the System:** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**
- 14) Company is Not an Insurer; Liquidated Damages; Limitation of Liability:** You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons;
- (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services.
- THEREFORE YOU AGREE** Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.
- YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.
- 16) Third Party Indemnification and Waiver Subrogation.** If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.
- 17) Limitation on Lawsuits; Reference:** Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of *Section 638, et seq. of the California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2 of the California Code of Civil Procedure*, as amended from time to time.
- 18) INCREASE IN SERVICE FEE:** You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.
- 19) ENTIRE AGREEMENT.** The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.
- 20) INFORMATION AND PRIVACY:** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.
- 21) HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00:** Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement. **THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS.** If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES.**

22) **OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

23) **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

24) **Cancellation: Residential Customers Only: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

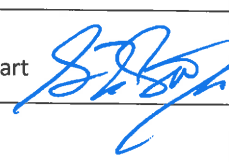
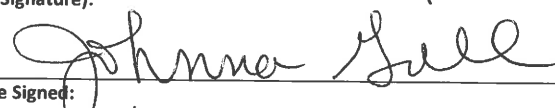
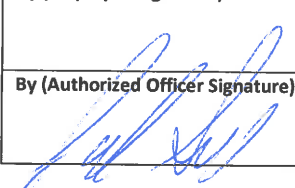
MECHANIC'S LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract, (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov.

You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

First Alarm Employee Registration No. 63062	CUSTOMER NAME (Print Name & Title): Johnna Greel Superintendent
By (Employee Signature): George Stewart 	By (Signature): 
By (Authorized Officer Signature): 	Date Signed: 6.30.17

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

FOR OFFICE USE ONLY			BILLING ADDRESS: (IF billing address is different than Site)			
Job#	CS#	Customer#	Name:			
COMMENTS/CLARIFICATION:			Street Address:			
			City:	State:	Zip:	County:
			Contact Person:		Email:	
			Telephone Number:			
			Site Telephone Number (required):		Fax Number:	

Revision 19JAN2017

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RETAIL INSTALLMENT CONTRACT

Security System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530



This Agreement is entered into this 17 day of September, 2019 by First Alarm a California corporation, hereinafter referred to as "Company," and Oakland Military Institute, hereinafter referred to as "Customer," at 3877 Lusk Street, Oakland, CA 94608.

1) **Installation of System:** First Alarm will deliver and install the equipment described below, and provide the warranty and other services described herein.

<input checked="" type="checkbox"/> This agreement represents a Leased System . The installed equipment shall remain the property of First Alarm and must be returned to the company upon termination of this agreement.	<input type="checkbox"/> This agreement represents a Purchased System . The equipment becomes the property of the Customer upon payment of all fees described in paragraph 2. The equipment shall remain with the customer upon termination of this agreement.	Customer Initial:
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Approximate Installation Starting Date: 09/10/2019 Approximate Installation Completion Date: 10/10/2019

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provide Company with the license or permit number.

Contract Status: New Addition Activation of Existing system Types of Service(s): Intrusion Fire Video Access Other

If a fire alarm system has been installed, we certify that all costs attributable to making the fire alarm system operable for the residence identified by this document, including sale and installation costs do not exceed five hundred dollars (\$500.00). If not checked, see section 21.

Equipment List			Primary Communication Type	Amount	Accepted
QTY	Description	Location			
1	Intercom,Hnds Free 2X3Clr Vid/Vndl Flush Set, Ce:		<input type="checkbox"/> Landline <input type="checkbox"/> Internet <input type="checkbox"/> Cellular <input type="checkbox"/> Radio <input checked="" type="checkbox"/> Local ONLY	\$30.00	X
1	Intercom,Plstc Desk Stand		Secondary Communication Type <input type="checkbox"/> Landline <input type="checkbox"/> Internet <input type="checkbox"/> Cellular <input type="checkbox"/> Radio <input checked="" type="checkbox"/> None	\$0.00	
1	Intercom, 18V Hi Current Relay				
INSTALL PRICE:		\$411.54			
			Mobile App Security <input type="checkbox"/> w/ Video	\$0.00	
			Account Web Portal	\$0.00	
			Communication Tests	\$0.00	
			On Site System Testing (Fire testing frequency per NFPA)	\$0.00	
			Video Verified Alarm	\$0.00	
			Video Guard Tour	\$0.00	
			VPN Support	\$0.00	
			Video Security Escort	\$0.00	
			Video Trespass Interdict	\$0.00	
			Delivery Notice <input type="checkbox"/> Delivery Escort <input type="checkbox"/>	\$0.00	
			Open/Close: <input type="checkbox"/> Event Logs <input type="checkbox"/> Schedule <input type="checkbox"/> Must Call	\$0.00	
			Email Reports (req Open/Close event Log)	\$0.00	
			Remote Access Control	\$0.00	
			Silver Shield (M-F 8a-5p) <input checked="" type="checkbox"/> Gold Shield (24/7) <input type="checkbox"/>	\$0.00	X
			Key Retention	\$0.00	
			Software License	\$0.00	
			Software Maintenance	\$0.00	
			Patrol Response Retainer	\$0.00	
			Emergency Phone Monitoring	\$0.00	
			UL Certificate for the Agreement Term	\$0.00	
			Line Security	\$0.00	
			I ACCEPT THE ABOVE SELECTED SERVICES		
Financial Disclosures					
Agreement Length 36 Months(s) at \$30.00 per Month billed Monthly					
This Agreement will have an original term as noted above and automatically renew and continue for successive one (1.00) month terms unless canceled in writing at least thirty (30) days before the end of the original term or any renewal term.					
THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT. See sections 11 and 12 for additional information regarding nonpayment, default, late fees and our collection and termination remedies.					

2) Sales Price, Payment and Term:

Customer hereby agrees to pay Company, its agents or assigns, the sum of zero and xx / 100 Dollars (\$0.00) upon execution of this Agreement and four hundred eleven and 54 / 100 Dollars (\$411.54) upon completion of the installation. For projects with an installation duration exceeding 30 days from start to finish, Customer agrees to pay monthly progress billing on a percent completion basis. We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of a System you will pay us the Total Monthly Recurring Amount, quarterly in advance, unless otherwise specified, starting on the first day of the month following the month in which service begins, unless specified otherwise. In addition, you will pay the prorated Services Fee for the month in which service starts, and any applicable sales or use taxes. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

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3) Limited Warranty:

A. TERM OF WARRANTY: THE WARRANTY SHALL BEGIN WHEN THE INSTALLATION IS COMPLETE OR THE CUSTOMER BEGINS USING THE SYSTEM, WHICH EVER OCCURS FIRST. THE WARRANTY SHALL REMAIN IN EFFECT FOR A PERIOD OF ONE (1) YEAR. HOWEVER, IF THE SYSTEM IS LEASED (see paragraph 1), THE WARRANTY SHALL BE EXTENDED AS LONG AS THIS AGREEMENT REMAINS IN EFFECT.

B. WHAT IS INCLUDED: WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU. WE MAY USE NEW OR USED PARTS OF THE SAME QUALITY, AND KEEP ALL REPLACED PARTS.

C. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES, VIDEO TAPE, AND CAMERA VIDEO STORAGE MEDIA AND DOES NOT INCLUDE WINDOW SCREENS. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. **WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM. NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 9:00AM TO 5:00PM MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. A RESPONSIBLE ADULT MUST BE AT THE PREMISES AT THE TIME WE VISIT. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR A PREMIUM RATE WHICH INCLUDES A ONE HOUR MINIMUM VISIT CHARGE.

4) Regardless of the system type, if the Company provides you with an ancillary FirstNET (radio) equipment, that equipment shall remain the property of First Alarm and must be returned to us upon termination of the Agreement. The installed equipment is herein referred to as the "System."

5) Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24-hour, 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System, as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to the beginning of installation, of every location at the premises where we should not work, because of concealed obstructions or hazards such as pipes, wires or where other obstructions are present. Any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case, shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the installation is to be completed during premises construction or remodel, Customer understands that the above amounts have been agreed to be based upon the following: Company shall be scheduled to perform pre-wire work after doors and windows have been installed and prior to installation of any new insulation or drywall. If Customer's agent requires Company to complete pre-wire after insulation or drywall is started, Customer understands that additional labor costs will be charged.

6) Alarm System Monitoring Service: If you have subscribed to monitoring service, we will connect the System to our monitoring facility (the "Center"). To reduce false alarms, some police agencies require that we use enhanced call verification (also known as 2-call verification or ECV). When an intrusion alarm signal from the alarm system is received, we will first try to telephone your premises, and if there is no answer then we will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, we will attempt to notify the police department. We will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, holdup alarm or duress alarm signal is received, we will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, we will attempt to contact the premises or the first available person on your emergency call list but will not notify emergency authorities. When a carbon monoxide alarm is received, the Center will first attempt to contact the premises. If there is no answer at the premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the premises responds to our call, the Center will not notify the fire department, and we recommend that everyone vacate the premises and you call your local gas company to investigate the cause of the CO gas alarm. If no one answers the door for emergency authorities, they may attempt to forcibly enter your premises which may result in damage to your door or other entrance. We recommend the installation of a Lock Box which gives the fire department access to your premises key to enter your premises. We reserve the right to verify all alarm signals by using the video or two-way voice features on the System, if installed, or otherwise before notifying emergency personnel. We may choose not to notify emergency personnel if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the recording of all telephonic communications between your premises, personnel, listed contacts and our monitoring center. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. We may charge an additional fee for such service.

7) Patrol Response: If you have subscribed to alarm response service, and a response officer is dispatched in response to an emergency condition as a result of the Center receiving an alarm signal from your System, or as a result of us being requested to do so by you or others who have reason to believe that a crime or other emergency is occurring or is about to occur at your premises, and if the response officer observes criminal activity, fire or other threats to your premises, he/she will take appropriate prudent action, and if deemed necessary by us, the Center will notify the proper police or fire department or other emergency personnel, and the first available person on your call list. **YOU UNDERSTAND AND AGREE THAT OUR RESPONDING OFFICER(S) DO NOT HAVE SPECIAL ARREST OR LAW ENFORCEMENT POWERS AND MAY ONLY ACT AS ORDINARY CITIZENS.**

8) Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service, Internet service, dedicated cellular service or long range radio, and will not work on standard cellular telephone service. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Company recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as call to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. For Internet service you will provide a standard modular connection block and you are required to maintain a high-speed/always-on Internet connection. If the transmission facilities are to be connected to your internal IP network, you are solely responsible for providing Company with the proper connection facilities and for testing the IP network after connection of the System's transmission equipment. You acknowledge that the use of Internet (Including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communication Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute another service. Internet, cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control, and are maintained and serviced solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. If the System excessively signals the Center and this issue persist following our 10-day notice to you to remedy same, we reserve the right to charge the sum of One Dollar (\$1.00) for each individual signal from the premises received the Center and you agree to pay such excessive signal charges concurrently with the Service Fees under this agreement. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and /or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. **IMMEDIATELY AFTER THE INSTALLTION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.** Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

9) False Alarms: You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

10) Repair Service: Unless an Enhanced Service Option has been chosen, at the end of the limited warranty described in Section 3, we will provide time and material service for all repairs at our then prevailing rates with a minimum one-hour visit charge. Payment for such service is due upon completion of the work. Customer agrees to allow reasonable access to the System.

11) Customer's Duties: You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs, you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining video/audio storage media as we do not provide processing or editing for such media. **CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 TO 10 YEARS).** You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our standard parts and labor charges.

12) Suspension or Cancellation of this Agreement: You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) you do not pay the service charge due to us, after we have given you ten days' notice that we are cancelling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the decals and yard signs for a system, from your premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. **YOU UNDERSTAND THAT THE SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.**

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13) Termination, Default, Removal or System: If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition, we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law, whichever is less. Company shall not be liable for any conditions of the premises upon removal of the System.

14) Assignees and Subcontractors: We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring, alarm response and other services. This Agreement, and particularly sections 15 and 16, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

15) Changes to the System: If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

16) Company is Not an Insurer; Liquidated Damages; Limitation of Liability: You understand that (i) we are not an insurer of your property or the personal safety of persons in your premises; (ii) you should provide any insurance on your premises and its contents; (iii) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (iv) systems and our monitoring, repair, and other services may not always operate properly for various reasons; (v) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (vi) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (vii) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or any of our services.

THEREFORE YOU AGREE Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the greater of \$1,500.00 or twelve (12) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

17) Third Party Indemnification and Waiver Subrogation. If anyone, other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

18) Limitation on Lawsuits; Reference: Both Company and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement (other than actions brought by Company in small claims court to collect amounts due under this Agreement), will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

19) INCREASE IN SERVICE FEE: You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Recurring Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

20) ENTIRE AGREEMENT. The entire and only agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. No provision of this Agreement shall be construed against any party on the ground that such party or its counsel drafted the provision. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of this Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

21) INFORMATION AND PRIVACY: You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your premises, as well as conversations with you, your family members, employees, emergency services providers, and law enforcement personnel. Furthermore, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to our (i) using information about you and the premises (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information to law enforcement personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate Customer information and statistics that do not include information that identifies you personally. You can obtain our privacy policy by contacting us at (831) 476-1111. You agree that we may contact you by telephone, facsimile, e-mail or other Internet facilities, with respect to the System and services provided under this Agreement, and new offerings of systems or services we may make available in the future.

22) HOME IMPROVEMENT: FIRE ALARM EXCEEDS FIVE HUNDRED DOLLARS \$500.00: Certain equipment (other than the intrusion alarm and other security systems) installed pursuant to the Base Agreement may be a "home improvement" as that term is defined under California law, and this applies to the sale and installation of any such equipment, including any smoke detectors or other fire/smoke warning system. All of the terms of the Base Agreement, including Company's limitation of liability set forth in Sections 15 and 16, remain unchanged and in full force and effect. **CONTRACT PRICE:** The contract price and down payment is set forth in paragraph 2 of the Base Agreement. **THE DOWN PAYMENT (DEPOSIT) SET FORTH IN SECTION 1 OF THE BASE AGREEMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE WHICH EVER IS LESS.** If progress payments are provided for in the Base Agreement, the schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. **IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT. THE COMPANY CARRIES COMMERCIAL LIABILITY INSURANCE WRITTEN BY PHILADELPHIA INDEPENDENT INSURANCE COMPANY. YOU MAY CALL THE INSURANCE COMPANY AT 916-609-8457 TO VERIFY THE COMPANY'S INSURANCE COVERAGE. THE COMPANY CARRIES WORKERS' COMPENSATION INSURANCE FOR ALL EMPLOYEES.**

23) OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

24) DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT ANY INTRUSION, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 14 AND 15 ON THE PREVIOUS PAGES OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE GREATER OF \$1,500.00 OR TWELVE (12) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US. **24) Cancellation: Residential Customers Only: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

MECHANIC'S LIEN WARNING. Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." **This notice is not a lien.** The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive. **PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752). **REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

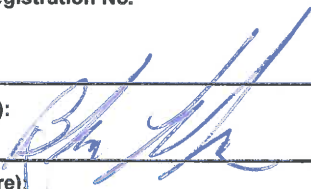

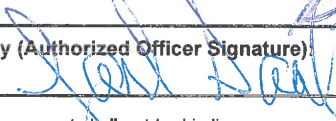
DocuSign Envelope ID: 641A7F09-A2C3-4ED5-L -3A6AFE684EB

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS. Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Change orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties. If you want us to change the System described herein or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. Customer may not require Company to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against Customer unless the change order also sets forth: (i) the scope of work encompassed by the order; (ii) the amount to be added to or subtracted from the contract; (iii) the effect the order will make in the progress payments or the completion date. Company failure to comply with this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Information about the Contractors' State License Board (CSLB). CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: Visit CSLB's Web site at www.cslb.ca.gov.

You are entitled to a completely filled in copy of this Agreement, signed by both you and Company, before any work may be started. You have the right to require Company to have a payment and performance bond.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, THE NOTICE TO OWNER FORM REGARDING MECHANIC'S LIEN, AND TWO COPIES OF THE NOTICE OF CANCELLATION WHICH HAS BEEN ORALLY EXPLAINED TO YOU. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

First Alarm Alarm Employee Registration No. (000)-005-7884 Blair Locke	CUSTOMER NAME Oakland Military Institute
By (Alarm Employee Signature): 	By Signer (Signature): 
By (Authorized Officer Signature): 	Date Signed: 9/17/2019

This agreement shall not be binding upon company unless either approved in writing by a manager, or we start the installation or service. You acknowledge and agree that you may not receive a copy of this agreement approved by our manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement. In the event of non-approval, the liability of company shall be to refund to the customer the amount that has been paid to company by the customer upon the signing of the agreement.

1111 Estates Dr.
Aptos, CA 95003
(831) 476-1111

1 Lower Ragsdale Dr., #3700
Monterey, CA 93940
(831) 649-1111

2365 Paragon Dr., Suite E
San Jose, CA 95131
(408) 866-1111

6153 State Farm Dr.
Rohnert Park, CA 94928
(707) 542-1111

3701 Collins Ave., Suite 3S
Richmond, CA 94806
(510) 338-1111

FOR OFFICE USE ONLY			BILLING ADDRESS: (if billing address is different than Site)			
Job # 13720-1-0	CS#	Customer #	Name			
COMMENTS/CLARIFICATIONS			Street Address:			
			City:	State:	Zip:	County:
			Contact Person:		Email:	
			Telephone Number:			
			Site Telephone Number (required): (510)-866-3561		Fax Number: ()- - - -	

INVOICE



FIRST ALARM

BONDED & LICENSED
 LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



Customer Oakland Military Institute
 Customer Number 10434
 Invoice Number 754845
 Invoice Date 06/05/2023
 PO Number _____
 Payments Applied Through 06/02/2023
 Job / Service Ticket # _____

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>OMI MAIN CCTV, 3877 Lusk Street, Oakland, CA</i>			
1.00	Video Monitoring - Leased System Video, 07/01/2023 - 07/31/2023	2,197.66	2,197.66
1.00	First View Video, 07/01/2023 - 07/31/2023	73.43	73.43
	Sales Tax		0.00
	Payments/Credits Applied		0.00
Invoice Balance Due:			\$2,271.09

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FIRST ALARM

1111 Estates Drive
 Aptos, CA 95003
 BONDED & LICENSED
 LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



REMITTANCE INFORMATION

Customer Number 10434
 Invoice Number 754845
 Invoice Date 06/05/2023
 Invoice Amount \$2,271.09
DUE DATE Due Upon Receipt
TOTAL DUE \$2,271.09

Amount Enclosed: \$ _____

OAKLAND MILITARY INSTITUTE
 3877 LUSK ST
 OAKLAND, CA 94608-3822

REMIT TO:

First Alarm
 1111 Estates Drive
 Aptos, CA 95003

19951



FIRST ALARM

BONDED & LICENSED
 LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



INVOICE

Customer Oakland Military Institute
 Customer Number 10434
 Invoice Number 754846
 Invoice Date 06/05/2023
 PO Number _____
 Payments Applied Through 06/02/2023
 Job / Service Ticket # _____

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>OMI MAIN INTRUSION, 3877 Lusk Street, Oakland, CA</i>			
1.00	Cellular Intrusion System, 07/01/2023 - 07/31/2023	9.44	9.44
1.00	Weekly Timer Test Intrusion System, 07/01/2023 - 07/31/2023	4.72	4.72
1.00	Monitoring Company Owned System Intrusion System, 07/01/2023 - 07/31/2023	880.11	880.11
1.00	First Connect Intrusion System, 07/01/2023 - 07/31/2023	7.87	7.87
1.00	Monitoring Service Intrusion System, 07/01/2023 - 07/31/2023	36.72	36.72
	Sales Tax		0.00
	Payments/Credits Applied		0.00
Invoice Balance Due:			\$938.86

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FIRST ALARM

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 LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



REMITTANCE INFORMATION

Customer Number 10434
 Invoice Number 754846
 Invoice Date 06/05/2023
 Invoice Amount \$938.86
DUE DATE Due Upon Receipt
TOTAL DUE \$938.86

Amount Enclosed: \$ _____

OAKLAND MILITARY INSTITUTE
 3877 Lusk Street
 Oakland, CA 94608

REMIT TO:

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 1111 Estates Drive
 Aptos, CA 95003

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INVOICE



FIRST ALARM

BONDED & LICENSED
 LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



Customer	Oakland Military Institute
Customer Number	10434
Invoice Number	754847
Invoice Date	06/05/2023
PO Number	
Payments Applied Through	06/02/2023
Job / Service Ticket #	

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>OMI MAIN FIRE, 3877 Lusk Street, Oakland, CA</i>			
1.00	Daily Timer Test	8.39	8.39
	Fire Alarm System, 07/01/2023 - 07/31/2023		
1.00	Inspection Contract	472.05	472.05
	Fire Alarm System, 07/01/2023 - 07/31/2023		
1.00	Monitoring Company Owned System	3,584.43	3,584.43
	Fire Alarm System, 07/01/2023 - 07/31/2023		
1.00	1 Hour Line Security	31.47	31.47
	Fire Alarm System, 07/01/2023 - 07/31/2023		
1.00	Radio Communication Fire	47.21	47.21
	Fire Alarm System, 07/01/2023 - 07/31/2023		
	Sales Tax		0.00
	Payments/Credits Applied		0.00

Invoice Balance Due: \$4,143.55

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FIRST ALARM

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Accounting: 831-687-4270



REMITTANCE INFORMATION

Customer Number	10434
Invoice Number	754847
Invoice Date	06/05/2023
Invoice Amount	\$4,143.55
DUE DATE	Due Upon Receipt
TOTAL DUE	\$4,143.55

Amount Enclosed: \$ _____

OAKLAND MILITARY INSTITUTE
 3877 Lusk Street
 Oakland, CA 94608

REMIT TO:

First Alarm
 1111 Estates Drive
 Aptos, CA 95003

19951

INVOICE



FIRST ALARM

BONDED & LICENSED
 LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



Customer Oakland Military Institute
 Customer Number 10434
 Invoice Number 754848
 Invoice Date 06/05/2023
 PO Number _____
 Payments Applied Through 06/02/2023
 Job / Service Ticket # _____

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>OMI MAIN ACCESS, 3877 Lusk Street, Oakland, CA</i>			
1.00	Company Owned System	1,237.82	1,237.82
	Access Control System, 07/01/2023 - 07/31/2023		
	Sales Tax		0.00
	Payments/Credits Applied		0.00
Invoice Balance Due:			\$1,237.82

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 LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



REMITTANCE INFORMATION

Customer Number 10434
 Invoice Number 754848
 Invoice Date 06/05/2023
 Invoice Amount \$1,237.82
DUE DATE Due Upon Receipt
TOTAL DUE \$1,237.82

Amount Enclosed: \$ _____

OAKLAND MILITARY INSTITUTE
 3877 Lusk Street
 Oakland, CA 94608

REMIT TO:

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 1111 Estates Drive
 Aptos, CA 95003

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INVOICE



FIRST ALARM

BONDED & LICENSED
LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



Customer	Oakland Military Institute
Customer Number	10434
Invoice Number	754849
Invoice Date	06/05/2023
PO Number	
Payments Applied Through	06/02/2023
Job / Service Ticket #	

CURRENT CHARGES

Quantity	Description	Rate	Amount
	<i>OMI BLDG C INTRUSION, 3877 Lusk Street, Oakland, CA</i>		
1.00	Cellular Company Owned Intrusion System, 07/01/2023 - 07/31/2023	9.44	9.44
1.00	Daily Timer Test Intrusion System, 07/01/2023 - 07/31/2023	8.39	8.39
1.00	First Connect Intrusion System, 07/01/2023 - 07/31/2023	7.87	7.87
1.00	Monitoring Service Intrusion System, 07/01/2023 - 07/31/2023	34.09	34.09
	Sales Tax		0.00
	Payments/Credits Applied		0.00
			Invoice Balance Due: \$59.79

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FIRST ALARM

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LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



REMITTANCE INFORMATION

Customer Number	10434
Invoice Number	754849
Invoice Date	06/05/2023
Invoice Amount	\$59.79
DUE DATE	Due Upon Receipt
TOTAL DUE	\$59.79

Amount Enclosed: \$ _____

OAKLAND MILITARY INSTITUTE
3877 Lusk Street
Oakland, CA 94608

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1111 Estates Drive
Aptos, CA 95003

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FIRST ALARM
 BONDED & LICENSED
 LICENSE NO. ACO1277 - LICENSE NO. 430530
 Accounting: 831-687-4270



INVOICE

Customer Oakland Military Institute
 Customer Number 10434
 Invoice Number 754850
 Invoice Date 06/05/2023
 PO Number _____
 Payments Applied Through 06/02/2023
 Job / Service Ticket # _____

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>OMI 39TH ST INTRUSION bldg B, 880 39th Street Bldg B., Oakland, CA</i>			
1.00	Cellular Company Owned Intrusion System, 07/01/2023 - 07/31/2023	9.44	9.44
1.00	Daily Timer Test Intrusion System, 07/01/2023 - 07/31/2023	8.39	8.39
1.00	First Connect Intrusion System, 07/01/2023 - 07/31/2023	7.87	7.87
1.00	Monitoring Service Intrusion System, 07/01/2023 - 07/31/2023	34.09	34.09
	Sales Tax		0.00
	Payments/Credits Applied		0.00
Invoice Balance Due:			\$59.79

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FIRST ALARM
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 LICENSE NO. ACO1277 - LICENSE NO. 430530
 Accounting: 831-687-4270



REMITTANCE INFORMATION

Customer Number 10434
 Invoice Number 754850
 Invoice Date 06/05/2023
 Invoice Amount \$59.79
DUE DATE Due Upon Receipt
TOTAL DUE \$59.79

Amount Enclosed: \$ _____

OAKLAND MILITARY INSTITUTE
 3877 Lusk Street
 Oakland, CA 94608

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 Aptos, CA 95003

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FIRST ALARM

BONDED & LICENSED
 LICENSE NO. ACO1277 - LICENSE NO. 430530

Accounting: 831-687-4270



INVOICE

Customer	Oakland Military Institute
Customer Number	10434
Invoice Number	754851
Invoice Date	06/05/2023
PO Number	
Payments Applied Through	06/02/2023
Job / Service Ticket #	

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>OMI 39TH ST FIRE, 880 39th Street, Oakland, CA</i>			
1.00	Daily Timer Test	8.91	8.91
	Fire Alarm System, 07/01/2023 - 07/31/2023		
1.00	Inspection Contract	213.67	213.67
	Fire Alarm System, 07/01/2023 - 07/31/2023		
1.00	Monitoring Service	33.39	33.39
	Fire Alarm System, 07/01/2023 - 07/31/2023		
	Sales Tax		0.00
	Payments/Credits Applied		0.00
Invoice Balance Due:			\$255.97

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FIRST ALARM

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Accounting: 831-687-4270



REMITTANCE INFORMATION

Customer Number	10434
Invoice Number	754851
Invoice Date	06/05/2023
Invoice Amount	\$255.97
DUE DATE	Due Upon Receipt
TOTAL DUE	\$255.97

Amount Enclosed: \$ _____

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FIRST ALARM
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Accounting: 831-687-4270



INVOICE

Customer Oakland Military Institute
 Customer Number 10434
 Invoice Number 754852
 Invoice Date 06/05/2023
 PO Number _____
 Payments Applied Through 06/02/2023
 Job / Service Ticket # _____

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>OMI BLDG C FIRE, 3877 Lusk Street, Oakland, CA</i>			
1.00	Daily Timer Test	8.64	8.64
1.00	Fire Alarm System, 07/01/2023 - 07/31/2023		
1.00	Inspection Contract	140.46	140.46
1.00	Fire Alarm System, 07/01/2023 - 07/31/2023		
1.00	Monitoring Service	30.25	30.25
	Fire Alarm System, 07/01/2023 - 07/31/2023		
	Sales Tax		0.00
	Payments/Credits Applied		0.00
Invoice Balance Due:			\$179.35

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 LICENSE NO. ACO1277 - LICENSE NO. 430530
Accounting: 831-687-4270



REMITTANCE INFORMATION

Customer Number 10434
 Invoice Number 754852
 Invoice Date 06/05/2023
 Invoice Amount \$179.35
DUE DATE Due Upon Receipt
TOTAL DUE \$179.35

Amount Enclosed: \$ _____

OAKLAND MILITARY INSTITUTE
 3877 Lusk Street
 Oakland, CA 94608

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 1111 Estates Drive
 Aptos, CA 95003

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FIRST ALARM
 BONDED & LICENSED
 LICENSE NO. ACO1277 - LICENSE NO. 430530
Accounting: 831-687-4270



INVOICE

Customer Oakland Military Institute
 Customer Number 10434
 Invoice Number 754853
 Invoice Date 06/05/2023
 PO Number _____
 Payments Applied Through 06/02/2023
 Job / Service Ticket # _____

CURRENT CHARGES

Quantity	Description	Rate	Amount
<i>OMI LUSK ST INTERCOM, 3877 Lusk Street, Oakland, CA</i>			
1.00	Leased Equipment	31.47	31.47
	Local, 07/01/2023 - 07/31/2023		
	Sales Tax		0.00
	Payments/Credits Applied		0.00
			0.00
		Invoice Balance Due:	\$31.47

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FIRST ALARM
 1111 Estates Drive
 Aptos, CA 95003
 BONDED & LICENSED
 LICENSE NO. ACO1277 - LICENSE NO. 430530
Accounting: 831-687-4270



REMITTANCE INFORMATION

Customer Number 10434
 Invoice Number 754853
 Invoice Date 06/05/2023
 Invoice Amount \$31.47
DUE DATE Due Upon Receipt
TOTAL DUE \$31.47

Amount Enclosed: \$ _____

OAKLAND MILITARY INSTITUTE
 3877 Lusk Street
 Oakland, CA 94608

REMIT TO:

First Alarm
 1111 Estates Drive
 Aptos, CA 95003

19951



OAKLAND MILITARY INSTITUTE

3877 Lusk Street
Oakland, California 94608

NGCA-YCP-OMI-CO

29 June 2023

MEMORANDUM FOR RECORD

SUBJECT: SafeTight Security

1. SafeTight is the recommend security vendor.

Item	Install Price (w/ tax)	Monthly Service Price	Notes
Event Based Video Monitoring	\$ 5400.00 (revised)	\$ 225.00	24 month term
Eagle Eye Cloud VMS	\$56544.84	\$1264.29	
Brivo Cloud Access	\$13280.95	\$ 122.35	
Intrusion Alarms	\$ 5806.32	\$ 149.97	
Intercom	\$ 9525.60	NA	
Sub		\$1761.61	
Annual Total	\$90557.71	\$21139.32	\$111697.03

2. Part and crew scheduling requires up to 14 days.

3. Installation entails: 1) camera installation-14 days 2) data equipment-5 days and 3) intercom system-5 days. Mr. Robles notified vendor of need to avoid concurrent project installation in favor of operational checks accomplished within two weeks from start.

4. Any questions can be directed to the undersigned at tjames@omiacademy.org.

Thomas L. James

Thomas L. James CMSgt (CA), CSG
Commandant and Chief Business Officer



Proposal # 1126 - Eagle Eye Cloud VMS

Total \$56,544.84 Monthly \$1,264.29

(Estimated installation time two weeks)

Proposal # 1127 - Brivo Cloud Access Control

Total \$13,280.95 Monthly \$112.35

(Estimated installation time one week)

Proposal # 1132 - Intrusion Alarms

Total 5,806.32 Monthly \$149.97

(Estimated installation time one week)

Proposal #129 - Network Based Intercom

\$9,525.60

(Estimated installation time one week)

Proposal # 1199 - Live Video Monitoring

Total \$4,101.30 Monthly \$225.00

(Estimated installation time one week)

Total Combined Installation Cost: \$89,259.01

Total Combined Monthly Service Fees: \$1,751.61

Total Deposit: \$44,000.00

Neftali Rosado, Jr.

Neftali Rosado

Managing Partner



Proposal

Proposal ID: 1199
Proposal Date: 06/24/2023

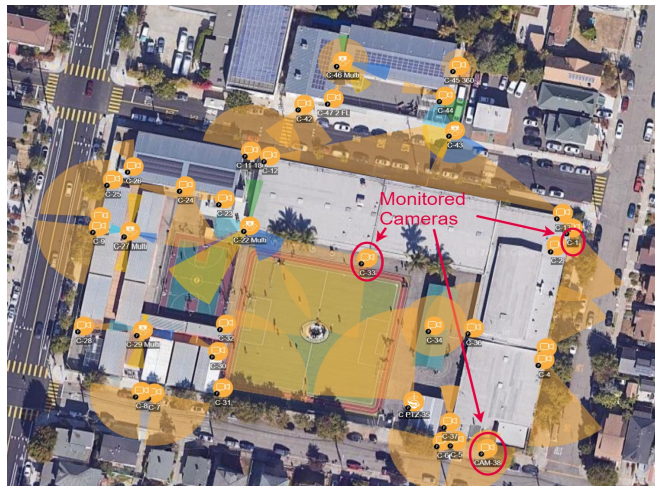
**8495 Pardee Dr., # 6034
 Oakland, CA 94621
 510-439-9500
 www.SafeTightSecurity.com**

**CSLB License # 1078195
 ACO # 8041**

Customer Information:
 Oakland Military Institute
 3877 Lusk St
 Oakland, CA 94608
 (510) 594-3961

Site Information:
 Oakland Military Institute
 3877 Lusk St
 Oakland, CA 94608
 (510) 594-3961

EVENT BASED VIDEO MONITORING



SafeTight Security will install an event based video monitoring system consisting of items in Exhibit A below on (3) cameras indicated in image above. All equipment installed by SafeTight Security will be programmed, tested and field of view adjusted to maximize coverage. Customer will be trained on how to use system. System is designed to notify first responders and/or contact list.

Exhibit A (Items To Be Installed)

Quantity	Description	Part Image
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SafeTight Security - Security That's Safe Tight

*****ESTIMATE IS GOOD FOR THIRTY (30) DAYS*****



Proposal

Proposal ID: 1199
Proposal Date: 06/24/2023

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Oakland, CA 94621
510-439-9500
www.SafeTightSecurity.com

CSLB License # 1078195
ACO # 8041

3.00 Optex Visual Verification Bridge for Transmission of Video to Central Station



3.00 Optex CKIPS30W CHEKT 30W IP Horn Outdoor Speaker, White



Sales and Service Agreement – SafeTight Security LLC.

1. SERVICES: SafeTight Security shall install, service, and warranty the system(s) as designed by SafeTight Security and approved by Customer, in accordance with SafeTight Security's Proposal (attached).

SafeTight Security - Security That's Safe Tight

*****ESTIMATE IS GOOD FOR THIRTY (30) DAYS*****



Proposal

Proposal ID: 1199
Proposal Date: 06/24/2023

8495 Pardee Dr., # 6034
Oakland, CA 94621
510-439-9500
www.SafeTightSecurity.com

CSLB License # 1078195
ACO # 8041

2. INSTALLATION CHARGES: The Customer agrees to pay SafeTight Security, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.

3. INSTALLATION, MAINTENANCE, SERVICE: Customer hereby authorizes and empowers SafeTight Security to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with SafeTight Security's standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of SafeTight Security to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. SafeTight Security is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal. In order to protect Customer from losses resulting from, damage to, or destruction of SafeTight Security systems, Customer shall include such systems in the coverage provided in its liability and fire insurance policies. SafeTight Security will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by SafeTight Security under this Agreement as necessary. Service provided by SafeTight Security under this Agreement does not assure against, nor does SafeTight Security assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our SafeTight Service Shield (3XS) Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by SafeTight Security.

4. ACCESS: SafeTight Security's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.

5. OWNERSHIP: For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.

6. OPERATION: Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify SafeTight Security promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires SafeTight Security service); if SafeTight Security representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to

SafeTight Security - Security That's Safe Tight

*****ESTIMATE IS GOOD FOR THIRTY (30) DAYS*****



Proposal

Proposal ID: 1199
Proposal Date: 06/24/2023

**8495 Pardee Dr., # 6034
Oakland, CA 94621
510-439-9500
www.SafeTightSecurity.com**

**CSLB License # 1078195
ACO # 8041**

permit proper installation and operation of the system(s). **To place intrusion alarm system(s) in/out of test, check test results, cancel dispatch and check activity contact SafeTight Security's monitoring center at 1-888-461-0393. Note: When receiving a call regarding alarm activity the caller ID will be 510-439-9500. SafeTight Security recommends that the number be stored so that it is recognized in the event of an alarm.**

7. DELAYS - INTERRUPTION OF SERVICE: SafeTight Security shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of SafeTight Security. SafeTight Security will not be required to furnish service to Customer while such interruption shall continue.

8. EQUIPMENT COVERED: Refer to attached Proposal or Rider "A," as applicable.

9. EXCLUSIONS: Services to be provided by SafeTight Security pursuant to this Agreement do not include:

a) Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as described by SafeTight Security and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.

b) Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.

c) Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.

d) Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from SafeTight Security's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non- SafeTight Security equipment and devices not supplied by SafeTight Security.

e) Electrical work external to the equipment or accessories furnished by SafeTight Security.

10. ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at SafeTight Security's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without SafeTight Security's specific permission, nor permit the same by other Contractors. Any work

SafeTight Security - Security That's Safe Tight

*****ESTIMATE IS GOOD FOR THIRTY (30) DAYS*****



Proposal

Proposal ID: 1199
Proposal Date: 06/24/2023

**8495 Pardee Dr., # 6034
Oakland, CA 94621
510-439-9500
www.SafeTightSecurity.com**

**CSLB License # 1078195
ACO # 8041**

performed by SafeTight Security to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at SafeTight Security's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of SafeTight Security shall be corrected by SafeTight Security and paid for by Customer in accordance with SafeTight Security's prevailing rates.

SafeTight Security shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

11. LIQUIDATED DAMAGES - SafeTight Security's LIMITS OF LIABILITY: It is understood that SafeTight Security is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SafeTight Security by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises. Customer does not seek indemnity by this Agreement from SafeTight Security and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. SafeTight Security MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that SafeTight Security shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SafeTight Security, its agents or employees. The Customer does hereby waive and release any rights of recovery against SafeTight Security that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of SafeTight Security to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if SafeTight Security should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SafeTight Security's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SafeTight Security more than one (1) year after the accrual of the cause of action therefor.

Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SafeTight Security from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SafeTight Security, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SafeTight Security for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-

SafeTight Security - Security That's Safe Tight

*****ESTIMATE IS GOOD FOR THIRTY (30) DAYS*****



Proposal

Proposal ID: 1199
Proposal Date: 06/24/2023

8495 Pardee Dr., # 6034
Oakland, CA 94621
510-439-9500
www.SafeTightSecurity.com

CSLB License # 1078195
ACO # 8041

functioning of the system, or by the negligence, active or passive, of SafeTight Security.

12. RENEWAL: The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.

13. TERMINATION/PAYMENT: SafeTight Security has the option to terminate this agreement for cause should any payment due from Customer to SafeTight Security remain overdue for a period of more than thirty (30) days. Should SafeTight Security elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.

14. PAYMENT AUTHORIZATION: You AUTHORIZE SafeTight Security or its assignee(s) to make electronic fund transfers from your bank account or charges to your credit card account (THE "ELECTRONIC PAYMENT") in the amount identified below as your monthly service fee, equipment charges, down payment, installment payments, installation fees, plus any applicable taxes, & including all past due amounts, trip fees, service fees or amounts which may accumulate in arrears according to the terms below & the conditions of this agreement. If you elect to receive a paper invoice (rather than making an electronic pan) or if we do not receive your electronic payment for any reason, SafeTight Security will send you a paper invoice, & you understand & agree that an additional processing fee shall apply to each paper invoice so rendered.

15. SUCCESSORS: The Agreement is not assignable by Customer except upon the written consent of SafeTight Security, which consent will not unreasonably be withheld.

16. ALARM PERMIT: Customer understands that some municipalities may require an alarm permit. It is the Customers sole responsibility to purchase and maintain a valid alarm permit with local municipalities. SafeTight Security will provide Customer information on where and how to obtain an alarm permit.

17. ENTIRE AGREEMENT: This Agreement is to govern the providing of services by SafeTight Security to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of SafeTight Security. If approval is not obtained, the only liability of SafeTight Security shall be to return to Customer the amount, if any, paid to SafeTight Security upon the signing of the Agreement by its Sales Representative. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

18. JURISDICTION: This Agreement will be governed by the laws of the State of CA.

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MONTHLY SERVICES FEE AND TERMS: YOU AGREE TO PAY AS FOLLOWS

DOWN PAYMENT: \$2050.65 DUE UPON COMPLETION: \$2050.65

MONTHLY SERVICE FEE: \$225.00 TERM AGREEMENT: 24 MONTHS ("Initial Term")

TOTAL INSTALL & EQUIPMENT PRICE: \$4,101.30 TOTAL CASH PRICE FOR SERVICES: \$5,400.00
(applicable taxes included) (applicable taxes included)

IN WITNESS WHEREOF, Customer and Dealer have entered into this Security Services Agreement effective as of the later of the dates set forth below the parties' signatures to this Agreement.

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Note: Recurring monthly fee covers a total of 50 events monthly. Each event exceeding 50 will be billed at \$2.00 per event. There is a seven-day calibration period for all new installations.

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.

THE INITIAL TERM STARTS UPON COMPLETION OR CLIENT BENFICIAL USE WHICH EVER COMES FIRST.. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME AFTER THE INITIAL TERM UPON AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE BUYER, MAY CANCEL THIS TRANSACTION, AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY OR IF 65 YEARS OF AGE OR OLDER, THE FIFTH BUSINESS DAY. AFTER THE DATE OF THIS TRANSACTION. SEE THE NOTICE OF CANCELLATION FORM DELIVERED AT THE TIME OF THE TRANSACTION OR INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

Rosado, Neftali

SAFETIGHT SECURITY LLC.

Oakland Military Institute

Customer Name

SafeTight Security - Security That's Safe Tight

*****ESTIMATE IS GOOD FOR THIRTY (30) DAYS*****



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(OR AUTHORIZED AGENT)

Neftali Rosado

Signature

X

Oakland Military Institute

06/24/2023

6/25/2023

Date Signed

Certified by the following agencies:

SafeTight Security - Security That's Safe Tight

*****ESTIMATE IS GOOD FOR THIRTY (30) DAYS*****



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*****ESTIMATE IS GOOD FOR THIRTY (30) DAYS*****

Coversheet

Initial CAASPP Results

Section: VI. Information/Discussion Items
Item: F. Initial CAASPP Results
Purpose:
Submitted by: Mary Streshly
Related Material: CAASPP2022-23 - Google Sheets.pdf

BACKGROUND:

We have received the raw data from the CAASPP math and language arts assessments administered in April of 2023. While the CA dashboard and comparison data reports are still forthcoming, we thought it prudent to share the preliminary results in order to keep the board abreast of our academic progress and the measures we are taking this year to overcome our deficits and continue on a path of incremental improvement toward achievement of our goals.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board hear the presentation in order to engage the team in dialogue that clarifies our academic standing and endeavors to close are achievement gaps.

Oakland Military Institute CAASPP Data 2022-23				
	Proficient ELA		Proficient Math	
Grade	Number	Percentage	Number	Percentage
6	9	18.37%	7	14.29%
7	20	41.67%	6	12.50%
8	15	28.85%	12	23.08%
11	47	71.21%	9	13.64%
MS	44	29.53%	25	16.78%
HS	47	71.21%	9	13.64%
Male	56	39.72%	26	18.44%
Female	35	46.67%	8	10.67%
African America	10	37.04%	4	14.81%
Asian	27	77.14%	18	47.37%
Hispanic	41	30.15%	10	4.24%
Multiple	6	27.27%	4	13.64%
SPED	6	16.22%	8	21.62%
Non-SPED	90	47.37%	33	17.37%
EL	18	20.00%	89	3.37%
non EL	78	56.52%	33	23.91%
IFEP	5	62.50%	3	37.50%
Redesignated Fluent	53	67.95%	25	31.25%
Disadvantage Econ	70	38.67%	29	16.11%

Coversheet

First Reading: Gifts, Grants, and Bequests Board Policy

Section: VII. Action Items
Item: A. First Reading: Gifts, Grants, and Bequests Board Policy
Purpose:
Submitted by: Mary Streshly
Related Material: Gifts, Grants, and Bequests OMI Board Policy.pdf

BACKGROUND:

In order for OMI to properly accept and process donor gifts in line with legal guidelines, it is prudent for the Board to adopt a policy outlining Board intentions and proper administrative regulations. A sample policy in line with state statute and CA Ed. Code has been attached for Board review.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board discuss a first reading of the proposed sample policy and provide staff with direction as to any edits or wishes in regards to this policy.

Board Policy

Business and Noninstructional Operations

BP 3290(a-e)

GIFTS, GRANTS, AND BEQUESTS

Note: Education Code 41032 authorizes the Governing Board to accept gifts on behalf of the district and to prescribe conditions for their acceptance. Criteria listed in this **optional** policy may be revised to reflect district practice.

The Governing Board may accept any gifts, grant, or bequest of money, property, or service to the district from any individual, organization, foundation, or public or private agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

(cf. 0200 - Goals for the School District)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 1260 - Educational Foundation)

(cf. 9270 - Conflict of Interest)

Note: A donor may impose restrictions and conditions on the use of a gift. Unless the conditions are illegal, the district will be subject to those conditions if it accepts the gift.

Before accepting any gift, grant, or bequest, the Board shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board believes that the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

In addition, the Board shall ensure that the acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol

(cf. 5131.6 - Alcohol and other drugs)

(cf. 5131.62 - Tobacco)

4. Advertise or endorse the use of non-nutritious food or beverages during the school day

(cf. 5030 - student wellness)

5. Encourage or enable the violation of any law or district policy

6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

(cf. 1325 - Advertising and promotion)

Any gift of books or instructional materials may only be accepted if they meet district criteria for selection of instructional materials.

(cf. 6161.1 selection and evaluation of instructional materials)

(cf. 6161.11 supplementary instructional materials)

All gifts, grants, and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school, classroom, or teacher. At the Superintendent or designee's discretion, a gift may be used at a particular school or classroom.

Note: Education Code 41030 allows districts to invest monies gifted to them when not immediately needed. Education Code 41031 requires that such funds be placed in a district special fund in the county treasury and designated as the Foundation Fund. Funds donated for specific purposes must be placed in a separate account in that fund.. Pursuant to Education Code 41035-41038, districts that place money in a foundation fund pursuant to these laws must adopt related rules and regulations and appoint an advisory committee to advise the board about investments to be made.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-41031)

(cf. 3430 - Investing)

The Superintendent or designee shall annually provide a report to the Board indicating the gifts, grants, and/or bequests received on behalf of the district in the preceding fiscal year. The report shall include a statement of account and expenditure of all gifts of money and an inventory of all gifts of physical assets.

(cf. 3440 - Inventories)

(cf. 3460 - Financial Reports and Accountability)

Corporate Sponsorships

Note: Under the general authority granted to boards pursuant to Education Code 35160, the Board is authorized to enter into a corporate sponsorship agreement with an outside entity including for-profit and nonprofit corporations. In exchange for funds, products, and services provided by such entities, the Board may allow them to advertise and/or promote their products and services within district buildings or facilities. The Board may set guidelines for entering into such agreements to ensure that they are limited to appropriate matters. Standards related to advertising and promotions are addressed in BP 1325 - Advertising and Promotion. The Board may revise the following optional section to ensure consistency with those standards.

The Board may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

(cf. 1113 - District and School Web Sites)

(cf. 1700 - Relations Between Private Industry and the Schools)

(cf. 3312 - Contracts)

(cf. 6145.2 - Athletic Competition)

Every sponsorship agreement shall be in writing and shall be approved by the Board. The Board shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications in accordance with BP 1325 - Advertising and Promotion.

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed

2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services
3. The authority of the board to retain exclusive right over the use of the district's name, logo, and other proprietary information and the requirement that the sponsor obtain prior approval of the Board before using such information
4. The prohibition against the collection or distribution of students' personal information except as allowed by law.
5. The authority of the Board to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with the district's vision, mission, or goals or the sponsor engages in any prohibited activity

(cf. 5022 student and family privacy rights)

(cf. 5125 student records)

Online Fundraising

Note: The following **optional** section addresses the practice of using a crowdfunding internet platform (e.g., GoFundMe, PledgeCents, Donors Choose, etc.) to raise funds for district, school, or classroom projects or equipment and may be revised to reflect district practice.

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

Appreciation

The Board may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

(cf. 1150 - Commendations and Awards)

(cf. 7310 - Naming of Facility)

Legal Reference:

EDUCATION CODE

1834 Acquisition of materials and apparatus

35160 Powers and duties

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments; gift of land requirements

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

41038 Applicability of other provisions of chapter

Management Resources:

WEB SITES

California Consortium of Education Foundations: <http://www.cceflink.org>

Coversheet

Revised 2023-2024 Student Handbook

Section: VII. Action Items
Item: B. Revised 2023-2024 Student Handbook
Purpose:
Submitted by: Thomas James
Related Material: 2023-24 Cadet_ Parent Handbook.pdf

BACKGROUND:

It has been a practice of the OMI Board to annually approve the updated Cadet Handbook. While some of the broad policies encased in the handbook are still under review, the Commandant will present a few of the updates of this year's handbook.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board approve the 2023-2024 Cadet Handbook.



CADET/PARENT HANDBOOK 2023-2024

Revised July 2023

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[OMI Standards Of Eligibility \(CIF Bylaw 201\)](#)

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Chapter 1 – Introduction

OMI ACADEMY ADMINISTRATION

Dr. Mary StreshlySuperintendent
 CMSgt (CA) Thomas James.....Commandant
 Ms. Shawna Lipsey.....Director of Cadet Services & Special Programs
 Mr. Shann Chu.....Director of Teaching and Learning
 SFC Michael Traver.....Acting Senior Advisor

OMI MISSION STATEMENT

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

PHILOSOPHY STATEMENT

OMI’s four (4) pillars are ACADEMICS, LEADERSHIP, CITIZENSHIP, and COLLEGE READINESS. Using a military framework, the goal of OMI is to graduate cadets who are capable of meeting the admissions requirements for any college in the nation and who are prepared for their roles as future leaders.

The demanding **ACADEMIC** program consists of language arts, math, science and history, as well as world languages, fine arts, leadership, and physical fitness training. OMI seeks and supports cadets who have ambition and are ready to take responsibility for their own learning. OMI offers honors, advanced placement, and college level courses. We also understand that some of our cadets enter OMI performing below grade level, and we require these cadets to accelerate learning through after school and summer academic programs. Through hard work, determination, and a positive attitude, all cadets are expected to do whatever it takes to meet OMI’s rigorous academic standards and achieve proficiency on the Common Core State Standards. We partner with parents to communicate about cadet progress and help all cadets succeed to the best of their abilities. *Parents have a set of duties to fulfill their role as the primary educators of their cadets.*

The military framework of the school develops **LEADERSHIP** and promotes a sense of pride and community, as it requires cadets to wear a proper complete uniform each school day. All cadets participate as members of the California Cadet Corps, and are assigned to units within a military chain of command (squads, platoons, companies, and battalions within the Corps of OMI Cadets). Cadets assume increased responsibility through various positions of leadership during their tenure at OMI. Each academic classroom uses military protocols and cadet leadership structures to promote good order and discipline. Cadets also learn and practice military customs and courtesies, and achieve promotions and awards for their accomplishments. The military dimension of the school promotes patriotic spirit and respect for the democratic ideals of our society.

Cadets learn what is expected of them at the Summer Entrance Camp prior to their enrollment at OMI, a camp which thoroughly introduces new cadets to the **CITIZENSHIP** expectations of the school. The disciplinary system, patterned after the military model, is fair and predictable. All cadets share a common set of duties they are expected to fulfill, as well as a code of honor requiring absolute integrity. Cadets who do not meet our expectations for conduct, integrity, and/or who do not fulfill their duties forfeit their opportunity to remain enrolled as a cadet at OMI.

COLLEGE READINESS OMI is a College Preparatory Academy. Our highest priority is to prepare each of our cadets for post-secondary education. By the time our cadets graduate high school they will have

completed a minimum of two college courses through our dual enrollment program. We have added many new and interesting courses to our dual enrollment program to offer cadets a variety of options. It is our goal to continue to enhance the dual enrollment program by continuing our partnership with our local junior colleges and offering courses of high interest to our cadets.

Through the four pillars of academics, leadership/citizenship, and college readiness, OMI prepares cadets for successful admission to college, completion of college, and entry into the adult world as leaders who make our world a better place, do the right thing, and treat others the way they want to be treated.

OMI CADET CODE OF HONOR

“A CADET IS RESPECTFUL AND WILL NOT LIE, CHEAT, OR STEAL, OR TOLERATE THOSE WHO DO”

At OMI, cadets learn and behave by a code of conduct that will serve them well during their time at the School and long after they have graduated. It is simple, and should govern everything cadets do both on and off campus. Violating the cadet code will lead to disciplinary action and possible dismissal from the Oakland Military Institute.

TO BE RESPECTFUL is to honor the fundamental infinite dignity and worth of each individual. It means to treat oneself, others, and the property of others the way we would like to be treated. Respect is at the heart of the golden rule, “Do unto others as you would have done unto you.” Cadets do not engage in physical, verbal, or emotional abuse of others. This includes peers, school staff, and members of the community. They do not bully, harass, or intimidate others. They keep their environment clean and free from vandalism.

TO LIE is to make an untrue statement, intending to deceive or produce a false impression. The statement can be oral, written or implied by action. Making a statement that is only half-true, or attempting to give a false impression by leaving out pertinent information is lying.

TO CHEAT is to attempt or to aid in an attempt to gain unfair advantage over others. For instance, using the work of another person as your own is cheating. Likewise, allowing someone else to claim your work as theirs is another form of cheating.

TO STEAL is to knowingly take a property or service, temporarily or permanently, without consent. Taking or borrowing without permission is stealing.

TO TOLERATE is to ignore the dishonorable actions of other cadets. A cadet who knows that another cadet violated the Honor Code has an obligation to report it. A cadet who sees another cadet be disrespectful, lie, cheat or steal and does not report the incident has violated the honor code.

OMI CADET CREED

1. I am an Oakland Military Institute Cadet; I will always conduct myself to bring credit to my family, country, academy, and corps of cadets.
2. I am loyal and patriotic. I am the future of the United States of America.
3. I do not lie, cheat, or steal and will always be accountable for my actions and deeds
4. I will work hard to improve my mind and strengthen my body
5. I will seek the mantle of leadership and stand prepared to uphold the Constitution of the United States of America.

DUTIES OF AN OMI CADET

1. Learn and strive for academic excellence
2. Set goals and work hard to achieve them
3. Respect oneself and others
4. Demonstrate integrity and good character
5. Accept responsibility and the mantle of leadership
6. Follow instructions
7. Wear the uniform properly and with pride
8. Use military courtesy
9. Care for the OMI campus
10. Work well as a member of teams
11. Serve the school and community
12. Prepare for success in college
13. Celebrate and take pride in success
14. Be physically fit and active
15. Get involved in school activities

DUTIES OF AN OMI PARENT

1. Ensure your cadet wears the correct and complete uniform daily and complies with all grooming and appearance standards.
2. Promote daily, proper use of the school planner and check homework daily for completeness.
3. Read the entire planner and act upon the weekly parent bulletin. Refer to the school calendar and website often in order to be up-to-date on important OMI events.
4. Ensure your cadet attends school every day on time and only misses class for very serious reasons.
5. Participate in Parent Cadet Alliance activities, including attending cadet led conferences, general parent meetings, and other school activities.
6. Praise your cadet's achievements and celebrate triumphs.
7. Review your cadet's AERIES account for academic and attendance performance at minimum twice a week. The administration's recommendation is to check on Tuesday and Friday Mornings.
8. Communicate with teachers or TACs when you have questions and respond to contacts from the school.
9. Encourage your cadet to always do the right thing, treat others with respect, and make OMI a better place.
10. Ensure your cadet attends and participates fully in academic support classes when assigned, and takes those classes seriously.
11. Help your cadet believe that attending a four-year college/university and postsecondary education is desirable and achievable.
12. Communicate through your cadet's TAC team any concerns or questions you may have.
13. Ensure your cadet participates in extracurricular programs, and attend events your cadet is involved in.
14. Require your cadet to adhere to the Cadet Code of Honor and Cadet Corps Standards at all times.
15. Ensure your cadet eats the healthy meals/snacks at Café OMI or has healthy food when at school.

NONDISCRIMINATION STATEMENT

OMI does not discriminate against any student or employee on the basis of actual or perceived disability, pregnancy, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation.

OMI adheres to all provisions of federal law related to Cadets with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities

Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

OMI is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. The School prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The School does not condone or tolerate harassment of any type, including bullying, discrimination or intimidation, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, Cadets, or volunteers and relationships, regardless of position or gender. The School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in the above section should be directed to the OMI Uniform Complaint Procedures ("UCP") Compliance Officer:

Commandant CMSgt (CA) Thomas L. James
Oakland Military Institute
3877 Lusk St, Oakland, CA 94608
(510) 594-3942

Chapter 2 – Academics & Attendance**THE ACADEMIC PROGRAM AND POLICIES****Academic Courses**

All OMI cadets will participate in coursework stressing fundamental, core subjects. Cadets will attend courses in subject areas of language arts, mathematics, history, reading, science, foreign language, and military science and physical education.

Cadets should expect to take numerous tests and quizzes during their years at OMI. Comprehensive semester and final examinations are required in all courses not only for evaluation of the semester's work, but also to provide the cadet with the experience of taking major exams under strict time requirements. No cadet may take a delayed semester examination except for reasons of proven illness or family emergency. Minimum "competency" exams may be required for subjects at higher-grade levels as a prerequisite to enrollment in the next course level. Proficiency exams may be used to determine placement.

Grades and Report Cards

Grades represent an assessment of the cadet's work and potential for success. They are devices for measuring and reporting progress and achievement. They aid cadets in determining their individual strengths and weaknesses, and they are incentives to greater academic growth. A progress report is mailed home to parents at the sixth week and at the twelfth week mark. At the close of each semester, a report card is mailed home to parents. Cadets or parents who have questions regarding a grade should first attempt to resolve the problem with the teacher concerned. The request for a grade review must be made in writing within one month of the grade being issued. If the dispute is not resolved, the teacher and/or cadet/parent may appeal to the Director of Cadet Services who will make the final decision.

Academic Progress Reporting

Report cards are issued 2 times a year, once at the end of each school semester as designated on the school calendar.

Progress reports are issued 4 times a year, approximately every six weeks. All cadets will be issued a progress report that needs to be reviewed by the parent/guardian. The intention of progress reports is to ensure that all parents/guardians are aware of the cadet progress. It is as important to know when a cadet is doing well, as well as areas where improvement is needed. **Please note that progress reports are mailed home.** Consult the school calendar so that you know when to expect your cadet's progress report. If by any chance you do not receive progress reports please contact your cadets teachers or TAC Team. Parents may also access their cadet's academic records through the parent portal.

PACT/ACT/ PSAT/SAT: OMI encourages cadets to take the PACT, ACT, PSAT, and SAT.

California Assessment of Student Performance and Progress ("CAASPP")

OMI shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress.) Notwithstanding any other provision of law, a parent or guardian's written request to OMI officials to excuse his or her child from any or all parts of the state assessments may be granted.

Cal Grant Program for College

A "Cal Grant" is money for college that does not have to be paid back. To qualify, a student must meet the eligibility and financial requirements as well as any minimum grade point average (GPA) requirements. Cal Grants can be used at any University of California, California State University or California Community College. Some independent and career colleges or technical schools in California also take Cal Grants.

In order to assist Cadets who apply for financial aid, all grade 12 Cadets are automatically considered a Cal Grant applicant and each grade 12 student's GPA will be submitted to the California Student Aid Commission (CSAC) electronically by a school or school district official. A student, or the parent/guardian of a student under 18 years of age, may complete a form to indicate that he/she does not wish for the school to electronically send CSAC the student's GPA. Until a student turns 18 years of age, only the parent/guardian may opt out the student. Once a student turns 18 years of age, only the student may opt himself/herself out, and can opt in if the parent/guardian had previously decided to opt out the student. All grade 12 Cadets' GPA will be sent to CSAC before March 2nd. The Cal Grant application submission deadline is October 1 of the grade 12 year.

Description of Grades

All grades at OMI adhere to the following standards:

OMI awards academic grades honestly and fairly based on cadet achievement of skills, content, and mastery of standards. Teachers work within the grading guidelines provided by the administration, but have

flexibility in creating specific criteria for their classes. Please review all your teacher's syllabi for a detailed explanation of the grading criteria for each course.

Each course has assignments which fall into either mastery or practice. Mastery assignments are worth 70% of the grade and practice assignments are worth 30% of the grade. This chart provides examples of the type of assignments which fall into each category.

Mastery of Standard (70% of Grade)	Practice (30% of Grade)
Tests	Homework
Quizzes	Classwork
Presentations	Journals/Notes
Mastery Research for projects/presentations/Essays	Participation Participation must be based on a tool used to track cadet participation
Essays	Engagement Activities/Formative Assessments

Grades are based on the following grading scale. Please note that D's are given from 60% - 69.50%, anything below 60% will receive a failing grade of an F.

Letter Grade	Percentage	GPA
A	89.50%+	4.00
B	79.50%-89.49%	3.00
C	69.50%-79.49%	2.00
D	60%-69.49%	1.00

Note: Advanced Placement (AP) courses are graded on the same scale but include a 1-point GPA bump. An A would earn a cadet 5.0 on the GPA scale.

Honor Roll

Cadets are eligible for Honor Roll if they complete a semester earning a TOTAL GPA as indicated below:

Commandant's List: GPA of 3.0-3.4
Superintendent's List: GPA of 3.5 - 4.0 or better

Academic Probation

Full commitment to academics is mandatory. Cadets must try their best, pursue a standard of excellence, and ask for teacher help when needed. Any cadet who receives a "D" at any grading period and/or has a GPA less than 2.0 may be placed on academic probation and assigned to tutoring, can expect to lose eligibility for extracurricular activities until grades improve.

- Consequences of academic probation may include any of the following:
- Conference with the Commandant or Superintendent as requested
 - Required parent – teacher conferences
 - Special mentoring
 - After school enrichment

- Ineligibility for participation in extracurricular activities, athletics, non-academic field trips and other activities
- Ineligibility for cadet promotions

listed below.

(Passing each course with a grade of C or higher)

Homework

It is our belief that good study habits and consistent completion of homework are necessary for success in college. Completion of homework is mandatory. The purpose of homework at OMI is to reinforce material covered in class, to accelerate learning outside of class, and to prepare cadets for the next lesson. Homework is one of many assessments that OMI teachers design and use to measure cadet learning. Cadets must complete homework assignments regularly and to the best of their ability. Homework effort and quality of homework are components of cadet grades in all academic courses. Cadets should expect to spend about two hours each night completing homework in the 6th, 7th, 8th, and 9th grades and more time in the higher grades. Advanced Placement and Honors classes will require more homework than the typical class. Absence from school does not excuse cadets from completing homework or from meeting deadlines. If absent, the cadet is responsible for checking class websites and/or emailing the teacher for assignments. Cadets are also encouraged to contact a classmate for appropriate assignments. In the event a cadet is suspended from school, OMI may provide homework assignments which can be picked-up at the school office for the duration of the suspension.

Late Work Policy

Cadets must complete homework assignments regularly. Cadets will hand in late work and miss classes for a number of reasons, some of which are legitimate. At OMI students are able to submit late assignments after the original due date. After the two week window no assignments will be accepted.

Parent Online Access to Grades

All parents are given access codes at registration to a parent portal (Aeries) where they can access their cadet's academic, attendance, and disciplinary records. Parents who need assistance with accessing the parent portal may contact the school office or any school administrator. Parents are always welcome to come to contact the Parent Liaison for assistance.

Grades 6-8: Promotion to the Next Grade Level

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

Grades 9-12: Earning Credit Toward High School Graduation

There are minimum credit requirements that cadets must complete in order to graduate from OMI. Cadets must pass a course in order to receive credit for the course. These requirements also reflect the minimum A-G requirements that are the coursework necessary for admission into the University of California and California State University systems. The OMI high school graduation requirements are

Required Subjects	Credits
<i>English (10 each in Grs 9-12)</i>	40
<i>Math (Alg I, Alg II & Geometry w/Trig)</i>	30
<i>Lab Science (Physical Science and Life Science)</i>	20
<i>World History</i>	10
<i>US History</i>	10
<i>Government/ Economics</i>	10
<i>Language other than English (2 years of the same language)</i>	20
<i>Visual/ Performing Arts</i>	10
<i>Electives (e.g., Military Science, etc.)</i>	50
<i>Health</i>	5
<i>Physical Education</i>	20
TOTAL.....	Minimum 225

Advancement to the Next Grade Level

To have 10th grade standing, cadets must have completed 60 credits prior to enrollment for their 10th grade year. To have 11th grade standing, cadets must have completed 130 credits prior to enrollment for their 11th grade year. To have 12th grade standing, cadets must have completed 190 credits prior to enrollment for their 12th grade year. Cadets who do not have sufficient credits to advance to the next grade level are issued identification badges indicating the lower grade level. Such cadets are eligible to participate in grade-level cadet activities based on their completed credits (i.e. junior or senior retreat, sophomore special events, etc).

High School Graduation and Senior Activities

In order to graduate, cadets must meet all graduation requirements previously listed within five credits of the last day of school and all required community and school service hours. In order to receive a diploma, cadets must complete all credits by the conclusion of summer school session. Cadets must be in good academic and citizenship standing to participate in senior activities and participate in graduation ceremonies. Cadets must successfully complete a senior thesis project, and adhere to all citizenship standards. Cadets whose academic or citizenship status indicates they are not eligible for graduation lose the privilege of participating in special senior activities such as prom, senior retreat, senior fun days, junior/senior breakfast, and participation in the graduation ceremony.

Dual Enrollment Course Enrollment

Cadets are encouraged to take courses at local community colleges. A dual enrollment form must be completed and signed by the school counselor.

OMI has a partnership with the Peralta Community College District to offer Community College Courses on the OMI campus. Enrollment in these courses requires permission from the College Counselor and Chief Academic Officer. These courses are generally offered free of charge. Cadets may be required to pay for textbooks or rent textbooks. Cadets are reminded that these courses are taught by college faculty who will hold OMI cadets to the same rigorous standards of the college. Cadets who struggle with reading, writing, and mathematics are discouraged from enrolling in these advanced courses. There are many other courses offered on the OMI campus to support cadets who struggle in these areas. Specific policies with regards to community college courses on the OMI campus include:

1. Cadets must meet published registration deadlines and protocols.
2. There are specially published schedules for these classes which may include times outside the normal school day and/or which may include opportunities for enrolled cadets to leave school before the end of the regularly scheduled school day.
3. Generally, these courses will take place on campus. However,

concurrent enrollment courses are available off campus.

4. Cadets receive college credit on Peralta College Transcripts that become a permanent part of the cadet's college record. College policies on withdrawal from courses and the consequences of withdrawal apply. It is important for cadets to remember that should they receive a poor grade in a college course, that grade will be part of their lifetime college transcript.
5. College instructors will hold cadets to the same rigorous standards to which they hold regular college cadets. That includes the expectation that for each 3-unit course, approximately 15 hours per week of outside reading, writing, and study are expected.
6. Plagiarism in a community college course will carry consequences both at the college and at OMI.
7. Should a cadet's behavior be unacceptable, the college instructor has the option to deny the cadet's participation in the class and the cadet will receive a failing grade on their transcript.
8. There are no progress reports from college courses so parents and cadets are expected to "stay on top of" cadet performance in these special courses. Self-discipline is the key to success in these special courses.

When Cadets who have been absent return to school, they must present a satisfactory explanation verifying the reason for the absence.

The following methods must be used to verify student absences:

1. Signed, written note from parent/guardian, parent representative;
2. Conversation, in person or by telephone through the **OMI Attendance Line (510) 594-3900**, between the verifying employee and the student's parent/guardian or parent representative on the day-of the absence or the day-after the absence. The employee shall subsequently record the following:
 - a. Name of student;
 - b. Name of parent/guardian or parent representative;
 - c. Name of verifying employee;
 - d. Date or dates of absence; and
 - e. Reason for absence.
3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including information outlined above; or
4. Healthcare provider verification
 - a. When excusing Cadets for confidential medical services or verifying such appointments, School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
 - b. A healthcare provider's note of illness will be accepted for any reported absence. When a student has had 10 absences in the school year for illness verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

ATTENDANCE PROCEDURES AND POLICIES

Parents are encouraged to clear only legitimate absences. A fundamental premise is that cadets must attend class constructively and consistently to benefit from the instructional program. Accordingly, the following expectations and policies have been instituted at the Oakland Military Institute. Please read them thoroughly and review them with your son or daughter.

Excused Absences for Classroom Based Attendance

Absence from school shall be excused only for health reasons and justifiable personal reasons, as permitted by law or Board policy.

A cadet's absence shall be excused for the following reasons:

1. Personal illness;
2. Quarantine under the direction of a county or city health officer;
3. Medical, dental, optometric, or chiropractic appointments;
4. Attendance at funeral services for a member of the immediate family:
 - Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
 - "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's immediate household.
5. Participation in religious instruction or exercises in accordance with Charter School policy:
 - The student shall be excused for this purpose on no more than four school days per month.

In addition, a cadet's absence shall be excused for justifiable personal reasons such as:

1. Appearance in court
2. Observation of a holiday or ceremony of his/her religion;
3. Attendance at religious retreats for no more than four hours during a semester.
4. Attendance at the pupil's naturalization ceremony to become a United States citizen.

Reporting Absences and Method of Verification

ALL ABSENCES MUST BE CLEARED WITHIN 48 HOURS

School Notification of Absences to Home

Every attempt will be made to notify parents in a timely fashion that their cadet is absent from school. The school uses the information submitted on the Emergency Contact form during registration. Parents should make certain that the school has the correct and updated phone contact information. In addition, cadet attendance records are available to parents on the Aeries parent portal.

OMI may use an automated phone dialer to notify parents of period or full day absences. It is imperative the parents notify the school of the phone number to which the auto-dialer should make these calls. Cadets sometimes intercept these calls, so parents should select a phone to which the parent or guardian has exclusive access.

Truancies and Ditching

Since attendance is essential to achieving success, the staff at OMI expects cadets to attend all classes. A cadet is considered to be "ditching" if he/she is on campus in a place other than their assigned classroom without permission during class time. A cadet is "ditching" if he/she is off campus during class time without valid permission. Off-campus includes sidewalks adjacent to the campus, neighboring businesses, and neighboring houses.

Any time a cadet leaves the main campus during school time, he/she must be accompanied by an adult staff member unless the cadet is in possession of written permission to leave campus.

Cadets shall be classified as truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Such Cadets shall be reported to the Superintendent or designee.

In addition, Cadets shall be classified as a chronic truant if the student is absent from school without a valid excuse for 10 percent or more of the

school days in one school, from the date of enrollment to the current date.

they may be denied the opportunity to clear their own absences and/or sign permission slips and other documents and/or authorize themselves permission to leave campus.

The Superintendent, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student's progress and learning may be affected by excessive unexcused absences. In addition, the Charter School is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the student's attendance problem are unsuccessful, the Charter School will implement the processes described below.

State law authorizes the county district attorney to prosecute parents who do not send their school age children to school after a School Attendance Review Board ("SARB") meeting. OMI maintains a SARB that reviews referrals regarding severe attendance problems. Cadets who are truant are NOT entitled to makeup work for the time they are truant.

Tardy Policies

A cadet is tardy if he or she is not in the regimental formation at the prescribed time and/or in line or seated ready to work in class when the tardy bell rings. After thirty minutes, a cadet will be marked with an unexcused absence. When a cadet has a legitimate excuse for being tardy (such as being with an adult staff member), the cadet has the responsibility for having that adult write a tardy excuse in the cadet's planner on the date corresponding to the tardy. This ensures that the cadet has a permanent record of excused tardies and will prevent a cadet from having to serve detention for unexcused tardies.

- First Tardy/30 Minutes Unexcused Absence— Call home, Detention
- 2-5 Tardies: Letter Home or Parent Meeting, Detention
- 6+ Tardies: After-School Detention, Cadet Contract
- 10 Tardies: Cadet Honor Board/Stipulated 30-Day Contract
- 20 Tardies: Cadet Honor Board for Attendance Violations/SART
- 30 Tardies: SARB/Suspension

Permission to Leave Campus

If a cadet becomes ill or has an appointment during the day, he/she must first report to the school office. If it is determined that the cadet should leave campus, the necessary arrangements will be made by the attendance staff. Cadets may not leave campus without written permission from the school office. Cadets who leave without permission will be marked as "unexcused" and may be subject to discipline pursuant to the Cadet Code of Conduct or referral to the SARB. Parents should call or come into the school office to request permission for a cadet to leave campus during the school day.

Written permission is issued to those cadets who must leave before the end of scheduled classes due to illness, doctor appointments or special circumstances listed above. Written permission forms are available from the Attendance Office and will not be issued without the consent of the parent or guardian. For appointments, the parent or guardian *must call the school before the expected dismissal time*. Cadets must report to the main office before leaving campus.

Eighteen Year-Old Cadets

Parents are reminded that any cadet who is 18+ years old, because of their status as legal adults, may (1) clear their own absences, (2) sign permission slips for field trips and other documents, and (3) authorize themselves permission to leave campus.

18+ year old cadets who authorize themselves to leave campus must follow the PERMISSION TO LEAVE CAMPUS policies outlined above. 18+ year old cadets MAY NOT leave campus and then return to campus without a valid doctor's note or other legitimate appointment. 18+ year old cadets ARE NOT allowed to use this to "have lunch" or otherwise compromise their school day.

If a cadet abuses this policy, at the discretion of the school administration,

Cell Phone Policy

OMI is dedicated to maximizing a cadet's academic achievement. In creating the conditions for success, OMI is a cell phone-free campus. Upon entry into their first class of the day, cadets will turn off their phones and place them in their backpacks. Failure to comply with OMI's electronic device/cell phone policy will result in disciplinary action, and depending on the number of offenses, it will include a mandatory parent/guardian meeting. If you need to get in contact with your child, you can call the main office at (510) 594-3900.

Middle School Cadets: Cell phone and cell phone accessory use will be restricted during both regular school hours and for After School Program hours for 6th, 7th and 8th grade students. This means that the phone must be turned off not only during class periods, but also during passing periods, nutrition break, lunch and after school tutoring, intramural sports, assemblies, ceremonies, field trips and clubs. This includes all electronic devices and accessories (gaming devices, headphones, earbuds, etc.)

Cell phone use will be limited to after or before school to arrange transportation or scheduling. If the cell phone policy is violated repeatedly, consequences will lead to being prohibited from possessing a phone on school grounds. For emergencies, students will be permitted to use the office phone or the school will reach out to parents or guardians on the student's behalf if an issue arises.

High School Cadets: Cell phones and cell phone accessories are to be turned off and put away at all times during class periods, passing periods, assemblies, and ceremonies. The use of cell phones during instructional time is strictly prohibited. Personal use of cell phones are permitted before school, nutrition, lunch, and after school ONLY; this includes all electronic devices and accessories (iPod, headphones, earbuds, etc.).

1st violation: temporary confiscation of the phone, to be returned at the end of the school day by the OMI confiscating staff member.

2nd violation: temporary confiscation of the phone, to be returned at the end of the week to the parent/guardian by OMI confiscating staff member/administrator.

3rd violation: temporary confiscation of the phone, to be returned to parent/guardian after a parent/guardian teacher conference. The policy will be reviewed with the parent/guardian, and it will be sign by the parent/guardian and student once again.

Additional violations: will lead to sanctions, including cadet being placed on a contract which may lead to suspension or probation. Excessive violation of this policy may result in extended confiscation of cell phones for the remainder of the school year, returned by the administrator on the last day of school.

Confiscation of Cell Phones Chain of Custody: OMI Confiscating Staff member places item in provided bag/with the correct form for student identification. The staff member will secure and lock up until delivery back to the student or parent/guardian.

Confiscation Policy

Parents/Guardians and Cadets will be provided the policy during orientation. Parents/Guardians will be expected to acknowledge, sign and adhere to the confiscation policy.

Cadets who are not in full uniform (wearing unauthorized earrings and non-OMI clothing, hoodies, or other gear) or misuse their technology (cell phones, headphones, earbuds, charging accessories, etc.) will have those items confiscated. Phones will be placed in an envelope/bag with an identification form and secured by the confiscating OMI staff member.

Non-approved items (jewelry, and non-OMI clothing, or gear) will be confiscated at the gate before entering campus or by any member of the OMI staff at any time during the school day. ONLY one religious trinket

will be allowed on a student at any given time. Non-approved items will be placed in an envelope/bag with an identification form and secured by the confiscating staff until its delivery to the student or parent/guardian depending on the violation number.

School Wireless Device/Chromebook Program and Acceptable Use Policy

General Guidelines

(1) Students will have access to all available forms of electronic media and communication which is in support of education and research and in support of the educational goals and objectives of the Oakland Military Institute. OMI school technology includes, but is not limited to, computers, the school wired and wireless network, Internet, email, USB devices, wireless access points, tablet computers, smart phones and devices, websites, software platforms, and other technologies whether accessed on or off campus, or through school-owned or personal devices.

(2) Students are responsible for the ethical and educational use of the technology resources at OMI.

(3) Access to OMI technology resources is a privilege and not a right. Each employee, student and/or guardian will be required to follow the Acceptable Use Policy.

(4) Transmission of any material that is in violation of any federal or state law is prohibited. This includes, but is not limited to the following: confidential information, copyrighted material, threatening or obscene material, and computer viruses.

(5) Any attempt to alter data, the configuration of a computer, or the files of another user, without the consent of the individual, administration, or technology administrator, will be considered an act of vandalism and subject to disciplinary action.

(6) The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any school student.

(7) The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using district technology and to help ensure that the district adapts to changing technologies and circumstances.

(8) Whenever a student is found to have violated the school Acceptable Use Policy, the Superintendent or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

Privacy and Safety

- Do not go into chat rooms, or send chain letters.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords or other personal identifying information of other people.
- Remember that data storage and transmission are not guaranteed to be private or confidential.
- If you inadvertently access a web site that contains obscene or otherwise offensive material, notify a teacher or the administration immediately so that such sites can be blocked from further access. This is not merely a request; it is a responsibility.

Legal Propriety

- Comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity. If you are unsure, ask a teacher or guardian.
- Plagiarism is a violation of the Student Misconduct and Progressive Discipline Policies. Give credit to all sources used, whether quoted or summarized. This includes all forms of media

- Use of AI generative technologies (ChatGPT, Midjourney, etc.) for student work/homework is strictly prohibited.
- Use or possession of hacking software is strictly prohibited and violators will be subject to disciplinary action.

E-mail

- Always use appropriate language.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters or spam.
- Students should maintain high integrity with regard to email content.
- No private chatting during class without permission.
- OMI email is subject to inspection by the school.
- Only OMI email accounts may be accessed on these devices, whether at home or at school. (No personal gmail, hotmail, etc.)
- No use of social media (Facebook, Instagram, MySpace, etc) or personal email and chat accounts or any other similar program during the school day.

The student in whose name a system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Handbook or Use of Technology Resources Policy will result in disciplinary action. Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by designated staff to ensure appropriate use. OMI cooperates fully with local, state or federal officials in any investigation concerning or relating to violations of computer crime laws.

Chromebook Policies and Procedures

The individual use of Chromebooks is a way to empower students to learn at their full potential and to prepare them for the world of college and the workplace. Learning results from the interaction among students, educators, parents and guardians and the extended community. Technology at OMI does not diminish the vital role of the teacher. Our Chromebook initiative integrates technology into the curriculum anytime, anyplace. The policies, procedures and information within this document apply to all computers used at OMI, including any other device considered by the administration to come under this policy.

Teachers may set additional requirements for technology use in their classrooms.

Receiving Your Chromebook

Chromebooks will be distributed in the next few weeks as we get cases and student accounts set up, and after guardians and students sign and return Acceptable Use Policy (AUP) documents. Student chromebooks will be collected at the end of the school year for maintenance and cleaning.

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the Technology Help Desk immediately.

General Precautions

- No food or drink is allowed next to the Chromebook while it is in use.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Students should never carry their Chromebooks while the screen is open.
- Chromebooks must remain free of any writing, engraving, drawing, stickers, or labels that are not the property of the OMI School.
- Chromebooks must never be left in a car, public place, or any unsupervised area.
- Students are responsible for keeping their Chromebook's battery charged (at home) for school each day.

Carrying Chromebooks

The protective cases provided with Chromebooks have sufficient padding to protect the Chromebook from normal treatment and provide a suitable means for carrying the computer within the school. The guidelines below should be

followed:

- Chromebooks should always be within the protective case when carried.
- Do not carry other objects in the Chromebook case
- Do not put the Chromebook on the bottom of your backpack.

Screen Care

The Chromebook screens can be damaged if subjected to rough treatment. The screens are particularly sensitive to damage from excessive pressure on the screen.

- Do not lean on the top of the Chromebook when it is closed.
- Do not place anything near the Chromebook that could put pressure on the screen.
- Do not place anything in the carrying case that will press against the cover, including heavy textbooks, or other school equipment and supplies.
- Do not poke the screen.
- Do not place anything on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Clean the screen with a soft, dry cloth or an anti-static cloth.

Chromebook Identification

Student Chromebooks will be labeled in the manner specified by the school. Chromebooks can be identified in the following ways:

- Record of serial number and computer naming schema.
- Individual User account name and password

Storing Your Chromebook

When students are not monitoring Chromebooks, they should be stored in their backpacks. Nothing should be placed on top of the Chromebook. Students are encouraged to take their Chromebooks home to charge every day after school, regardless of whether or not they are needed for homework. Chromebooks should not be stored in a student's/family's vehicle at school or at home.

Chromebooks Left in Unsupervised Areas

Under no circumstances should Chromebooks be left in unsupervised areas. Unsupervised areas include the school grounds and campus, the Regimental Hall, lobby, library, unlocked classrooms, cafeteria, dressing rooms, gym stage, the field, and hallways. Unsupervised Chromebooks will be confiscated by staff and taken to the Office. Disciplinary action may be taken for leaving your Chromebook in an unsupervised location.

Using Your Chromebook at School

Chromebooks are intended for use at school each day. In addition to teacher expectations for Chromebook use, school messages, announcements, calendars and schedules will be accessed using the Chromebook computer. Students must be responsible to bring their Chromebook to all classes, unless specifically advised not to do so by their teacher.

NOTE: Chromebooks must be brought to school each day fully charged.

Chromebooks Left at Home

If students leave their Chromebook at home, they must immediately phone guardians to bring it to school. Repeat violations of this policy will result in disciplinary action.

Chromebook Undergoing Repair

Loaner Chromebooks may be issued to students when they leave their Chromebooks for repair at the Technology Help Desk located in room 9A.

Charging Your Chromebook

Chromebooks must be brought to school each day in a fully charged condition. Students need to charge their Chromebooks each evening. Repeat violations of this policy will result in disciplinary action.

NOTE: Chromebooks must be brought to school each day fully charged.

Sound

Sound must be muted at all times unless permission is obtained from the teacher for instructional purposes. Students may purchase their own headphones/earbuds; they are only to be used when given permission by a

Chromebook FAQ's

Q: What if I already have another model or brand of computer?

A: *You may opt out of the OMI issued Chromebook if you have a personal laptop, however by opting out OMI reserves the right to install software and browser extensions onto your personal laptop as well as the ability to manage said software and extensions. OMI staff may not provide maintenance service or assistance for devices not owned by the school.*

Q: Can I have my Chromebook computer over the summer?

A: *No. All Chromebooks will be collected at the end of the school year for general maintenance, cleaning, and software installation purposes.*

Q: Can I let my friend/ sister/ cousin/ neighbor borrow my Chromebook?

A: No. Each Chromebook is assigned only to one student.

Q: What will I do without a computer in my classes if my Chromebook unit is being repaired or while I am replacing it if it is lost or stolen?

A: OMI stocks a limited number of Chromebook computers that can be loaned out on a first come, first-served basis. If you are in possession of a loaner, treat it as if it were your own computer. You will be responsible for any damage to the loaner unit or for its loss.

Q: Do I need a printer?

A: You do not need to own one since most of the work done on the Chromebooks will be submitted electronically.

Q: If the accessories to my Chromebook are lost or stolen, how much will it cost to replace them?

A: In the event that Chromebook accessories are lost or stolen, you should report the lost or stolen items to the Technology Help Desk or Principal's office. The cost to replace specific accessories is listed below:

a) AC adapter & power cord: \$50

c) Chromebook Foam Sleeve: \$12 OR Case: \$50

e) Total Cost of Chromebook without sleeve: \$300

Student Drivers

Cadets with valid driver's licenses are allowed to drive a private vehicle to and from school. The following rules must be adhered to or driving privileges may be revoked:

- 1) Cadets may not drive their cars at any time during school hours. Cars are to be used only for transportation to and from school.
- 2) Any illegal or reckless operation of a vehicle will be reported to the authorities and will result in loss of driving privileges. Please remember that during the first twelve (12) months after the issuance of a license, cadets cannot transport passengers under age 20 unless the driver is accompanied by your parent or guardian, a licensed driver 25 years of age or older, or a licensed or certified driving instructor.
- 3) **All cars driven by Cadets must be registered with the school. Car registration forms are available in the front office.**

Forging Notes / Calls

Forging telephone calls, falsifying, altering or illegal possession of school forms, or the use of forged notes or excuses will be cause for immediate disciplinary action, up to and including expulsion from OMI.

Chapter 3 – Military Science**THE MILITARY SCIENCE PROGRAM AND POLICIES****California Cadet Corps**

The California Cadet Corps was founded on April 5, 1911 by Brigadier General Edwin Alexander Forbes. It is the oldest youth leadership development program of its kind in the United States. Currently, more than 60 schools across California and 6,000 cadets participate in this program, including OMI. OMI uses the California Cadet Corps curriculum and follows California Cadet Corps regulations. All cadets at OMI are cadets in the California Cadet Corps and participate in the training and activities the Corps sponsors, including a variety of outdoor education programs and training in such subjects as First Aid/CPR, map reading, drill and ceremonies, health and fitness education, character development, patriotic activities, and instruction that supports academic achievement. The California Cadet Corps headquarters conducts Annual General Inspections, and cadets are required to participate actively in the inspection process. In addition, all cadets are encouraged to participate in cadet activities such as drill competitions, bivouacs (camping trips), leadership schools, Individual Major Awards (IMAs) and marksmanship competitions. OMI has a proud tradition of excellence in California Cadet Corps competitions as evidenced by the growing number of trophies, plaques, and awards in the school's main hallway trophy cases.

New Recruit Orientation

The purpose of the new recruit orientation is to provide a means by which new Recruits at OMI can better assimilate into the culture of the school. Through this orientation, new recruits develop pride in their school.

During the summer before a new recruit matriculates at OMI, he/she must successfully complete the designated summer school/camp/training process as a recruit. This process may be different for different age Cadets. The summer experience prepares new recruits in military protocols, procedures, and may include academic preparation. When a recruit successfully completes summer camp, s/he becomes a "Cadet."

When a recruit passes their recruit to cadet promotion test/board, they will be officially inducted into the company and receive all the uniforms of an OMI cadet. If a recruit does not pass the test/board, they will be invited back to a future test. Such "makeup" tests are offered up to 8

weeks or 60 days after the beginning of the school year. Until recruits pass all required testing they are not permitted to attend OMI events, participate in OMI clubs/sports or engage in other extracurricular activities with cadets. Recruits who fail to pass their test and board after three attempts or within 60 days of the beginning of the academic school year immediately preceding summer camp may be subject to dismissal from OMI.

Only after these "Recruits" have successfully joined their companies by passing the Cadet Test are they considered full-fledged members of their assigned company and authorized to wear the cadet uniforms described below.

Regimental and Battalion Organization

OMI is the 17th Regiment of the California Cadet Corps. The Regiment has two battalions (the 49th and 50th), and each battalion has two companies (A and B Companies in the 49th Battalion; C and D Companies in the 50th Battalion). Subordinate echelons inside the companies are and class. Each of these levels of organization has corresponding cadet leadership positions with increasing responsibility and authority as cadets rise in rank and experience.

Cadets are assigned to one of four companies (A, B, C, or D) when they join the Regiment. Each company has a dedicated "TAC Team", composed of two non-commissioned officers, who teach cadet knowledge, coach, and mentor the cadets in their company. Military cadre build relationships with their cadets' guardians, advocate for the cadets in their company, enforce uniform wear, lead Cadet Support Team (CST) meetings, Academic Support Groups and provide a steady presence for each cadet.

Cadets assigned to Regimental Headquarters and to the Regimental Band are assigned to a "Headquarters and Headquarters Company". Membership in the Regimental Band is granted to cadets who meet proficiency and selection criteria set by the senior Band Teacher. Headquarters cadets plan and lead cadet military events under the supervision of the military cadre, to include bivouacs, parades and other events as assigned.

S-7 (Special Project/CAB)

Founded in 2004, the Cadet Activities Board (CAB) is instrumental in all cadet activities. In 2020 CAB was reorganized as the S-7 Special Projects Team. Cadet representatives from all grades are eligible to apply for a position in the S-7, and will lead all culture and climate events, sponsor various spirit occasions, social activities, and fundraisers for the entire student body. Middle school cadets will have an opportunity to join the S-7 team as an extracurricular activity. The S-7 plans school dances, prom, spirit/morale activities, and performs other functions as needed to support the mission of OMI.

Dances and Social Events

Cadets must be in good academic and citizenship standing in order to participate in activities. Permission to participate will be determined by the Superintendent, Commandant, or the Cadet Activities Advisor. The following rules apply to cadet participation in dances:

1. Cadets must arrive not later than 30 minutes after the scheduled start of a dance. Cadets will not be admitted after that time unless cleared by the Cadet Activities Advisor.
2. Cadets may not leave the dance earlier than 30 minutes prior to the scheduled end of the dance.
3. Cadets must have school identification to be admitted to the dance. Guests must have a school or government issued identification card.

4. When non-OMI guests are permitted at a dance, cadets must obtain a guest pass prior to the dance and have an administrator at the cadet's school approve that guest's participation in the OMI dance.
5. No cadet guests over age 18 are permitted at OMI social events without prior permission from the Commandant or Superintendent.
6. Dancing at social events must not be inappropriate in nature. OMI staff members supervising the event will be the final determinant as to whether dancing is lewd or sexually explicit.
7. OMI dances off campus require a cadet permission slip.
8. Alcohol, tobacco, and other items generally prohibited on campus are expressly forbidden at dances, even if a guest is over age 18.
9. Cadets may not go "in and out" of the dance. Once they have entered, they may not exit the facility until 30 minutes prior to the scheduled end of the dance.
10. Specific rules for prom may be published under separate cover.
11. Only music with "clean lyrics" shall be played.
12. Cadet attire at dances must not be provocative or inappropriate. The following guidelines will apply: If a cadet chooses to wear a uniform to the dance, the complete uniform must be worn as designed and described in the Standards for Uniforms and Appearance in the OMI Student Handbook. Cadets are not allowed to wear the following:

- No gang-affiliated clothing is to be worn
- No clothing with offensive language or design is to be worn
- No sexually provocative or revealing clothing is to be worn
- No undergarments will be worn as outerwear and/or will be visible
- No clothing deemed inappropriate by school administrators and or their designee will be authorized. Any cadet who violates these parameters or is deemed to be dressed inappropriately will be sent home immediately.

Sales/Fundraisers

All fundraising activities must be coordinated through S-7 and/or the Cadet Activities Advisor. Cadets may not solicit or sell any items on school property without proper approval. All proceeds must be counted and deposited with the S-7 within 24 hours of the close of the fundraising activity. Cadets may submit expense reports with receipts for reimbursements after the event.

Senior Class Privileges

The senior class is authorized to request privileges from the school administration: Superintendent and the Commandant. The requesters for senior privileges include the collaborative effort from the Senior TAC team, College and Career Counselor, Dual Enrollment Counselor, and assigned Senior Leaders. The Director of Cadet Services will help with academic accommodations for seniors privileges after it has been approved. Requests for privileges will be no later than 90 days before the actual event. Approved privileges will be based on the emphasis on college, career, post OMI activities, and identified senior privileges deemed by the administration. Senior privileges will include the following: college campus tours, senior sunrise, senior sunset, rush week, financial tuition and college seminars, senior off-campus celebrations, the school provided fee waivers (subject to change), study hall periods, senior fundraiser on and off-campus, Senior College Day, Senior College Selection Day, and Senior designated company location at the B Wing (College and Career)

building. Any additional requests for privileges are welcomed based on the review and approval from the administration.

Service Awards

In addition to school-sponsored service activities, cadets who participate in self-selected community service projects are eligible to be nominated and considered for an award.

Military Courtesy

Proper display of military courtesy is an expectation for all cadets/recruits. Courtesy is respect for, and consideration of others. In the military, the various forms of courtesy are customary and traditional. It is important to render these courtesies correctly. Failure to show military courtesy will affect a cadet's grade in their Military Science class. Cadets failing to display proper military courtesy are subject to consequences including demotion and denial of the opportunity for promotion.

Entering or Leaving an Office

A cadet called to report to the Superintendent, CAO, Commandant, or Cadre Supervisor office, will remove his or her hat, knock three times on the door, enter when directed, move to within two steps and center on the desk or person, hold his or her hat with the left hand (lower left arm is extended horizontally forward at the waist level, with the hat resting on upturned palm of the left hand), salute, and report.

When a member of the staff, faculty or visiting adult addresses a seated cadet, the cadet will rise to the position of attention or parade rest while responding to the adult.

Community Service

To promote service on various levels, Middle School cadets will be required to complete a total of 20 Service Hours (10 school and 10 community) while High School cadets will be required to complete 40 Service Hours (20 school and 20 community) for the duration of the school year. Once a cadet has performed any type of service, they will immediately bring the documented proof to their TAC Team who will then upload it into the Community Service Tracking System. Cadets are able to complete the required amount of service at their own pace, however half of the required amount of hours of each component must be completed by the end of each semester's grading period. The service component of a cadet's grade, will directly impact their Military Science Grade. The Cadet Activities Board will provide various community and school service opportunities in conjunction with the Regimental Headquarters.

School Service Defined: School Service is defined as "service one performs to further, benefit, or enhance one's school community." With the approval and supervision of an OMI Adult Staff Member, OMI Cadets are able to earn school service (to include but not limited to) the following ways:

- Set up and/or take down of any school event
- An assigned role at any school event (running a concession stand etc.)
- Cleaning the OMI Campus on one's own time with the approval and supervision of an OMI Staff member
- Assisting in any administrative capacity (Front office, Business Office, etc.) OUTSIDE of class time
- Planning any OMI School Event with either the Cadet Activities Board or Regimental Staff (approval via the Commandant and the Student Activities Officer)
- An active and productive member of either the Regiment Leadership (to include Battalion and Company Level Staff) or the Cadet Activities Board Cadet (to include the Class Committees)
- Attending and providing a dish for the school BBQ

For tracking purposes, cadets will fill out the Community Service Tracker and have the individual in charge of the event sign the form verifying participation. Once completed, cadets will turn the completed sheet into their TAC Team. The TAC Team in turn, will input the information in the cadet's grade.

Community Service Defined: Community Service is defined as "service one performs to further, benefit, or enhance one's community." OMI provides multiple ways for cadets to meet their community service requirement to include parades, community events, and flag laying ceremonies. Cadets are able to earn community service (to include but not limited to) the following ways:

- Attending a parade
- Volunteering at a local animal shelter
- Volunteering to tutor fellow cadets
- Volunteering at a local senior citizen home
- Volunteering at one's local food pantry
- Picking up trash in one's community
- Planting trees in one's community
- Serving as an active member of the Jefferson Awards

For tracking purposes, cadets will fill out the Community Service Tracker and have the individual in charge of the event sign the form verifying participation. Once completed, cadets will turn the completed sheet into their TAC Team. The TAC Team in turn, will input the information in the cadet's grade and Noble Hour.

Snacks

Snacks may be eaten in designated areas during break and lunch. No food is allowed in school classrooms without the approval of an OMI Staff Member. We encourage parents to provide cadets with healthy snacks. **Gum, candy, and soda are not permitted on the OMI Campus.**

Food Deliveries

At any time cadets are not authorized to have food delivered onto the school campus by any food delivery service. Parents are asked to be sensitive to this policy when delivering lunches to their cadet(s) on an emergency basis. Students are only allowed to eat lunch during scheduled lunch breaks. Outside drinks such as Starbucks are not allowed on campus.

Field Trips and Excursions

A field trip or excursion is defined as an authorized event in which cadets belonging to a specific grade, cadet staff team, club, or team leave the OMI Campus. Extending participation to other cadets not affiliated by grade or activity is not authorized. Field trips supplement classroom learning and encourage new interests among cadets, makes them more aware of community resources and help cadets relate their educational experience to the outside world. Moreover, field trips are a privilege to leave campus and require cadets to be in good standing in regards to citizenship and academics.

Parent Engagement

OMI provides many ways parents can be involved in providing input and guidance on decisions made at our school. Parents are important stakeholders in our school culture. There are three active parent groups at our school; The School Site Council (SSC) and the Parent Cadet Alliance (PCA), and the English Learner Advisory Committee (ELAC). Each of these groups has several meetings throughout the school year. OMI also provides Parent Trainings based on parents interests and needs. These trainings are led by either outside contractors, military staff, cadets, and parents. We communicate with

parents about school information in a variety of ways. The primary platform we use is ParentSquare. Parents/Guardians are responsible to check their ParentSquare account on a weekly basis to find updates, upcoming events, and important messages. Parents can sign up to have alerts sent out to them personally via email, text and/or phone call.

Formations

All formations take place on Leaders' Field except as otherwise directed. The following procedures will be followed:

Formations are held during the end of Middle School lunch break, and the beginning of the High School Lunch Break. Cadets should automatically begin to assemble in the formation area.

- All cadet staff should report to the formation area immediately after FIRST CALL. This includes all squad leaders, platoon sergeants, platoon leaders, company leadership, battalion leadership, and regimental leadership.
- A cadet arriving after the FIRST SERGEANT'S CALL has sounded will report to a tardy gathering area or, in the case of reporting after the academic periods have begun, will report to the Office to sign in and receive a stamp from the front office for a tardy stamp. All cadets who are not present at formation and not accounted for will be reported with an unexcused absence by their cadet leader.
- The fact that a visitor is present will not excuse any cadet from formation, unless he/she has received written permission from the Cadre Supervisor or the Commandant. Cadets do not have the authority to excuse other cadets from formation for any reason.
- Honors to the nation will be accomplished by cadets assigned to raise the colors on Leaders' Field during the beginning of Middle School first period, and at the end of High School last period.

Regardless of a bugle call, when the Colors are being raised or lowered, all cadets will stand at the position of attention, face the flag pole and salute (if indoors, cadets will stand at the position of attention facing the flags' direction).

Parades or Cadet corps events Participation

All OMI cadets participate in at least two community parades or Cadet Corps events each year as a mandatory requirement of enrollment at OMI – ONE EACH SEMESTER. Failure to participate in at least one of these events each semester may be cause for getting an **Incomplete** grade for a Military Science course that semester. Cadets are expected to wear their complete dress uniform (Class A for High School and Class B for Middle School) for these events.

Pass in Review Participation

OMI conducts two Pass in Review ceremonies each school year. Participation in these ceremonies is an essential part of the OMI culture. Cadets receive academic grades for their full and active participation. Part of full and active participation in the ceremony is being in the proper and complete uniform and participating in the company Esprit de Corps "shout outs," participating in the drill commands, and marching with pride (in step to the music/cadence). Cadets failing to participate actively and fully in a Pass in Review ceremony will not receive academic credit for the Pass in Review participation for the semester. In addition, cadets are expected to remain at school once the Pass in Review is completed. It is unacceptable for cadets to leave campus after Pass in Review, even with parent permission, unless those arrangements have been made in advance with an administrator.

Standards for Uniforms and Appearance Part One: Philosophy**Physical Training (PT) Uniform**

The OMI uniform standards are intended to further the mission of the School, to minimize disruption and promote the health, safety and welfare of all cadets. Parents are expected to support this philosophy and are encouraged to discuss it with their TAC Team Standards of personal appearance are integral to the success of a disciplined organization. A cadet's refusal to comply with established grooming and uniform regulations is regarded as an act of defiance.

1st Uniform Infraction - documentation on Aeries parent contact, corrective action notice. (Lunch detention is issued)

2nd Uniform Infraction - parent contact, corrective action notice, after (Lunch detention is issued)

3rd Uniform Infraction - parent contact, corrective action notice, (lunch detention is issued, and parent conference is requested)

CADET will continue to have lunch detention until the uniform infraction is corrected. Levels of discipline will be determined by the engagement with parents, and the cadets' adherence to the uniform of the day.

OMI expects cadets to wear the complete and proper uniform from the time they leave their homes in the morning, until the time they return to their homes after school hours, except in cases where a cadet changes for school-sponsored athletic practices or games. As a matter of pride and integrity, Cadets are held accountable for their appearance and conduct both on and off campus when in uniform.

Part Two: Basic Descriptions

The OMI Corps of Cadets has seven basic uniforms. Special Event/Spirit Uniforms will be announced and worn as determined by the OMI Cadre Supervisor and approved by OMI Commandant. If an item of clothing or accouterment is not listed in the following uniform standards, it is not authorized for wear unless approved by the Cadre Supervisor. Items not authorized for wear are subjected to confiscation by a member of the OMI Staff in accordance with the confiscation policy.

Class A Uniform

The Class A Uniform is worn by select cadets for all formal occasions during the school year, including Pass in Reviews, Senior Ceremony/Change of Command and other times as directed. The Class A Uniform includes the Four-Button Coat, dress pants, white short or long-sleeved shirt, black four-in-hand tie or neck tab, black dress shoes, black dress belt with brass buckle and black garrison cap. Accessories worn include a plain white crew neck T-shirt, black dress socks, and appropriate undergarments. Cadets may wear an optional black skirt. Cold weather accessories (with the exception of the beanie and ear caps) are allowed as explained in this handbook. **Depending on the decision by the Cadre Supervisor, Class B/Class A Uniform will be worn by all cadets every first Wednesday of the month.**

Class B Uniform

This uniform is an item of initial issue. The Class B Uniform as issued, includes the dress jacket, pants, white or khaki short-sleeved shirt, a black tie, black dress shoes, black dress belt with brass buckle and black garrison cap. Accessories worn include a plain white crew neck T-shirt, black dress socks, and appropriate undergarments. Cold weather accessories are allowed as explained in this handbook. Class B Uniform is authorized for Pass in Review depending on the weather. **Depending on the decision by the Cadre Supervisor, Class B/Class A Uniform will be worn by all cadets every first Wednesday of the month.**

This uniform is an item of initial issue. The Physical Training (PT) Uniform is worn by all cadets each Monday and Friday. The PT uniform includes a sweatshirt with OMI or Cadet Corps logo, and a black colored crew neck t-shirt with the OMI logo. Accessories worn include a pair of black shorts with the OMI logo, all black lace-up athletic shoes without design or logo (with all black shoe laces), crew length all white/black athletic socks, and appropriate undergarments. Cold weather accessories are allowed as explained in this handbook.

Utility Uniform

A utility uniform (known as the Class C uniform) is occasionally issued for field activities. This uniform includes a coyote for HS or gray for MS BDU style shirt and trousers and black cadet corps or OMI logo baseball cap. Accessories include black colored boots with optional wear of Coyote Brown colored boots for High School Cadets only, crew length athletic socks, a black (SH) or white (MS) crew neck t-shirt, and appropriate undergarments. Class C uniform is worn by all cadets each Tuesday, Wednesday, and Thursday.

Recruit Uniform

This uniform is an item of initial issue. The Recruit Uniform is worn by prospective cadets who have completed all phases of the application process. It is worn during the OMI Summer Camp. Cold weather outerwear and accessories are authorized for purchase and wear by Recruits as explained in this handbook. The Recruit Uniform is composed of the following:

- OMI Summer Camp Cap
- OMI white t-shirt
- OMI black shorts
- OMI black sweatshirt
- OMI black sweatpants
- All-white crew-length athletic socks
- All-black lace-up athletic shoes (with all black shoe laces)

Part Three: Manner of Wear

Class A Uniform: Cadet Regulation 1-8 governs the proper wear of Cadet Class A Uniforms. The following information is designed to summarize standards for wear outlined in that regulation. Cadets and parents may obtain a copy of the complete regulation at:

https://cacadets.org/sites/default/files/Regulations/CR1-8_1Dec13.pdf.

- The Garrison Cap is worn centered square on the head one inch above the eyebrows. It fits snugly and comfortably without distortion or gaps. The haircut/hairstyle of the cadet will conform to the wear of the hat. The haircut/hairstyle will not interfere with the proper wear of the garrison cap. The garrison cap will have no visible writing or adornments. When the cap becomes unserviceable it must be replaced.
- The white short-sleeve shirt is worn clean and pressed and tucked in at all times. All buttons are closed and there are seven sharp vertical military creases (three evenly horizontally spaced on the back, two centered on the front pockets, and one on each sleeve without going through the patch. Creases must be made by IRONING and may not be sewn or glued in place. Appropriate rank insignia is worn on the epaulets.
- A clean white crew neck short sleeve t-shirt without design or logo or pocket is worn at all times under the white short-sleeve uniform shirt. No other undershirt may be worn. Long sleeve shirts, thermal shirts, and colored t-shirts are expressly prohibited. T-shirts shall be worn "right side out." When the shirt becomes frayed or torn or buttons are lost, they must be replaced.
- Cadets may wear either a black four-in hand tie or an optional black neck tab.

over the white shirt and tie. The coat is worn professionally in the same manner as the white shirt (CAL and Corps insignia will not be worn during the transition period).

- The cadet identification badge is worn at all times and is clipped to the center of the right upper lapel. The ID badge is always worn visibly on the outermost garment.
- A black web belt with brass tip and a highly shined brass buckle are worn in accordance with Cadet Regulation 1-8. Excess length (not more than 4 inches) of web belt will be worn tucked behind the buckle.
- Black poly/rayon blend pants will be worn clean and pressed and are worn on the waist level or above so as not to present a sagging or drooping appearance. The pants must be hemmed on a diagonal line to reach a point one inch above the top of the shoe heel. Trousers will have a slight break of the crease in the front of the pant. Trousers will be worn with a military crease (front and back) from the waist to the hem. When the pants become frayed or torn they must be replaced.
- Black dress shoes (issued) and black crew length dress socks without design or logo (completely covering the ankle and lower calf) and appropriate undergarments are worn. Shoes must be kept polished and serviceable
- OMI logoed gloves and scarf may be worn during cold weather EXCEPT at formations, special ceremonies, and designated special event days. No sweatshirts, pullovers, sweaters, civilian jackets or other OMI jackets are authorized with this uniform.
- **Cadets wearing unauthorized items will be required to remove them prior to admission onto campus.**

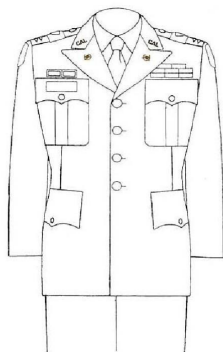


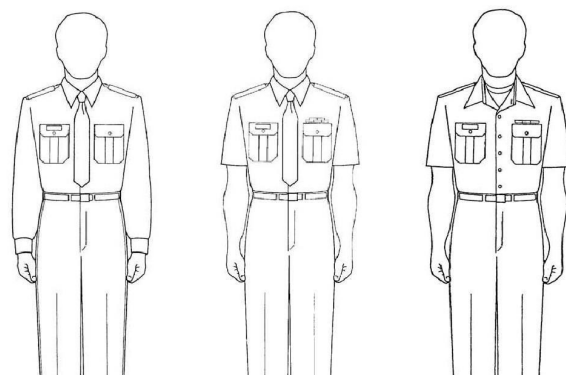
Figure 3-1. Male Black Service Uniform (Class A)

Class B Uniform: Cadet Regulation 1-8 governs the proper wear of Cadet Class B Uniforms. The following information summarizes standards for wear outlined in that regulation. Cadets and parents may obtain a copy of the complete regulation at:

<https://cacc.us-east-1.linodeobjects.com/CR%201-8%20Cadet%20Uniforms%20DEC%202020%20w-Ch%201-2.pdf>

- Garrison Cap – the cap is worn centered square on the head one inch above the eyebrows. It fits snugly and comfortably without distortion or gaps. The garrison cap will have no writing or adornments except the cadet’s name, which will be written in laundry marker inside the cap. When the cap becomes frayed or torn or there is additional writing on the cap, it must be replaced.
- The white or khaki short sleeve shirt is worn clean and pressed and tucked in at all times. All buttons except the top button are closed and there are seven sharp vertical military creases (three evenly horizontally spaced on the back, two centered on the front pockets, and one on each sleeve without going through the patches).
- Creases must be made by IRONING and may not be sewn or glued in. Appropriate rank insignia is worn on the epaulettes. If a long white sleeve button up shirt is worn, a black tie must be worn as well. When the shirt becomes frayed or torn, it must be replaced.
- High school cadets will wear the white short or long sleeve shirt. Middle school cadets will wear the khaki shirt (until supply exhausted) or the white shirt. The khaki shirt will be worn in the same

- Cadets MUST wear rank insignia, name plate, and school ID on their uniform. Ribbons and medals are optional except for parades, passes in review, and other events specified by the chain of command.
- All cadets will be issued a black four-in-hand tie for wear with the Class B shirt.
- A dress jacket is worn zipped at least ¾ of the way up with the class B shirt collar on the outside of the jacket. Jackets may not be zipped more than ¾ of the way up except in extreme weather (extreme wind or rain). The jacket is required for all formations and is optional at other times on campus. When the jacket becomes frayed or torn, it must be replaced.
- A clean white crew neck short sleeve t-shirt without design or logo or pocket is worn at all times under the white short-sleeve uniform shirt. No other undershirt may be worn. Long sleeve shirts, thermal shirts, and colored t-shirts are expressly prohibited. **Cadets wearing these items will be asked to remove them prior to admission to campus.**
- The cadet identification badge is worn at all times and is clipped to the center of the right collar of the shirt. The ID badge is always worn visibly on the right lapel of the outermost garment or on the chest of the outermost garment.
- A black web belt with brass tip and a highly shined brass buckle are worn in accordance with Cadet Regulation 1-8. Excess length (not more than 4 inches) of web belt will be worn tucked behind the buckle.
- Black poly/rayon blend pants will be worn clean and pressed and are worn on the waist or above so as not to present a sagging or drooping appearance. The pants must be hemmed on a diagonal line to reach a point one inch above the top of the shoe heel. Trousers will have a slight break of the crease in the front of the pant. Trousers will be worn with a military crease (front and back) from the waist to the hem. When the pants become frayed or torn, they must be replaced.
- Black dress shoes (issued) and black crew length dress socks without design or logo (completely covering the ankle and lower calf) and appropriate undergarments are worn. Shoes must be kept polished and serviceable.
- Cadets may wear the OMI Black Cold-Weather coat which may be worn over the dress jacket. The Cold-Weather coat shall be worn buttoned and zipped at least ¾ of the way up. Jackets may not be zipped more than ¾ of the way up except in extreme weather (wind or rain). Cadets may also purchase OMI logoed gloves, scarves, beanies, and ear caps from the school store only and wear these items during cold weather days. An optional black army-style pullover sweater is available for purchase and is worn with the collar outside the sweater. Cadets are authorized to wear any OMI approved sweatshirts (Black Grizzly Crewneck, Grizzly/CAB/HQ) in lieu of the army style pullover or cold weather jacket.
- At the expense of the cadet, cadets are authorized to wear either a black or dark gray jacket. With the exception of small brand/manufacturers logos/labels, the jacket may not contain insignias, logos, labels, graphics, embroidery, words or pictures short ("monograms" are not permitted). **Cadets are not authorized to wear the PT Jacket with the Class B Uniform.** No other sweatshirts, pullovers, sweaters, civilian jackets or other OMI jackets are authorized with the uniform.



PT Uniform: The PT uniform is issued at the beginning of the year to new Cadets and it consists of the following.

Examples of Unauthorized PT shoes:

- The pants are worn on the waist or above so as not to present a sagging or drooping appearance. The pants shall be clean at all times. Cadets may not wear other garments under their PT pants with the exception of the black shorts described below.
- A clean black issued crew neck short sleeve t-shirt with OMI logo is worn under the sweat at all times. No other undershirt may be worn. Long sleeve shirts, thermal shirts, and colored t-shirts are expressly prohibited. **Cadets wearing these items will be asked to remove them prior to admission to campus.** Cadets may only wear ONE t-shirt at a time.
- The ID badge is always worn visibly on the outermost garment's right lapel or on the chest of the outermost garment.
- All black physical training shorts are required on Mondays and Fridays for physical education classes. With the exception of small brand/manufacturers logos/labels, the shorts may not contain insignias, logos, labels, graphics, embroidery, words or pictures ("monograms" are not permitted). Cadets may be required to remove their PT sweatpants for physical fitness activities when the weather permits. Shorts will be worn at waist level or above and will not present a sagging or drooping.
- **CHANGE: Running or cross training shoes with at least one inch of outer sole/support. Flat support, no sole, court, or skating shoes are not authorized. There are no color restrictions for running shoe/cross training shoe when worn with the PT uniform.**



- Cadets are issued a black color sweatshirt with an OMI Logo, additional sweatshirt may be purchased at the front office. An all black Cold-Weather coat or Jacket without a hoodie may be worn and zipped at least ¾ of the way up. Jackets may not be zipped more than ¾ of the way up except in inclement weather.

Examples of Authorized PT shoes:



Special Rules for Cold Weather:

- The black Army Style pullover sweater, is available for purchase at the Grizzly Exchange, may be worn with the Class B uniform only. It may not be worn with any other uniform.
- The OMI black cold weather jacket may not be worn with the Class A/B/C and PT uniforms during cold or rainy weather.

Modified Dress Uniform:

Selected cadets are authorized to wear a Modified Dress Uniform on a quarterly basis. The specifications of the modified dress will be given by the S7 prior to the event.

Utility Uniform:

Cadet Regulation 1-8 governs the proper wear of Cadet Class C (Utility) Uniforms. The following information is designed to summarize standards for wear outlined in that regulation. Cadets and parents may obtain a copy of the complete regulation by visiting:

<https://cacc.us-east-1.linodeobjects.com/CR%201-8%20Cadet%20Uniforms%20DEC%202020%20w-Ch%201-2.pdf>

- Baseball cap– the baseball cap is issued with an OMI or Cadet Corp logo and worn as a designated centered square on the head covering the forehead parallel to the ground. It fits snugly and comfortably without distortion or gaps. The patrol cap will have no writing or other attachments.
- The BDU shirt is worn clean and pressed with the shirt untucked. In the Coyote color uniform, it will be zipped all the way up, and in the gray uniform all buttons except the top button are closed and there are no creases in this uniform. Appropriate rank insignia is worn on the chest.
- BDU pants are worn with the pant legs bloused or tucked into the boots as directed.
- A clean black (HS) or white (MS) crew NECK short sleeve t-shirt without designs, logos or pockets is worn at all times under the BDU shirt. No other undershirt may be worn. Long

sleeve shirts, thermal shirts, and colored t-shirts are expressly prohibited.

- The cadet identification badge is worn at all times and is clipped to the center of the right collar of the shirt. The ID badge is always worn visibly on the outermost garment.
- A black web belt with brass tip and a highly shined brass buckle are worn in accordance with Cadet Regulation 1-8. Excess length (not more than 4 inches) of web belt will be worn tucked behind the buckle.
- Black boots and crew length athletic socks (completely covering the ankle and lower calf) and appropriate undergarments are worn.
- For warmth and protection from the elements, cadets may wear the issued PT sweatshirt under the BDU shirt. During inclement weather; ONLY all black coats or jackets may be worn under the BDU shirt. No hoodies of any kind are authorized with this uniform.

Recruit Uniform: The Recruit uniform is worn every day of summer camp and the school year until the Recruit becomes a cadet. The Recruit Uniform consists of the following:

- OMI summer camp cap (with OMI logo) The cap shall be worn squarely on the head, covering the forehead and parallel to the ground. At the time of purchase, the cap will have the Recruit's name written in special marker inside the crown. The cap may not have any other writing or adornments (i.e., in the crown, under the visor, etc.)
- OMI white t-shirt (short sleeve, with OMI logo). The t-shirt shall be worn as designed (i.e., right side out) and tucked into the OMI black shorts. Undershirts may be worn as long as they are not visible at the collar or sleeves (i.e., presents the appearance of wearing only the OMI white t-shirt).
- No other shirts may be worn (i.e., long sleeve shirts, thermal shirts, other colored shirts, etc.).
- OMI black shorts (with OMI logo). The shorts shall be worn at waist level or above. The length of the shorts must come to within 2 inches of the center of the recruit's knees. All recruits will be expected to be physically active as a part of the training program. Recruits may be required to remove their sweatpants for physical fitness activities when the weather permits. Shorts may not present a "sagging" or "drooping" appearance. Shorts must be worn at all times.
- OMI black sweatpants (with OMI logo). The sweatpants shall be worn at waist level or above. Sweatpants are required to be worn everyday during summer camp. Sweatpants may not present a "sagging" or "drooping" appearance.
- Except for the OMI black shorts (and underwear), no other garments may be worn under the sweatpants.
- OMI black crewneck sweatshirt (with OMI logo). The sweatshirt shall be worn as designed (for example: right side out and sleeves fully down). The sweatshirt is required to be worn everyday during summer. No other outerwear may be worn over the sweatshirt (i.e., pullovers, multiple sweatshirts, jackets, scarves, gloves, beanies, or any other cold-weather gear authorized for regular OMI uniform wear).
- White crew-length athletic socks. The socks shall be all-white in color, without any designs or logos. The correct length socks should reach up on to the mid-calf when worn properly. DO NOT wear "short" socks, labeled as any of the following: NO-SHOW, LOW CUT, ANKLE, QUARTER TOP, or SHORT CREW. DO NOT wear "tall" socks, labeled as any of the following: KNEE HIGH or TUBE.
- Black lace-up athletic shoes. The shoes shall be all-black in color, without any designs or logos, with all black shoe laces.
- Appropriate undergarments.

Special exceptions for Extreme Cold Weather - Extreme cold weather is defined as weather that drops to and maintains at

degrees Fahrenheit or lower. In the event the temperature climbs above 50 degrees Fahrenheit, the Commandant, at their discretion, may require cadets to change out of their extreme cold weather gear. Recruits are authorized to wear a pair of thermal underwear (long underwear) as long as they are not visible underneath the sweatshirt and/or sweatpants. With the sweatshirt, the thermal underwear should not protrude from the collar, sleeves, or waist of the sweatshirt. With the sweatpants, the thermal underwear should not protrude from the waist or pant leg openings of the sweatpants.

Grizzly Dress Uniform: Grizzly Dress Uniform will follow the same parameters of the Modified Dress Uniform. Selected cadets are authorized to wear a Modified Dress Uniform on a quarterly basis. The specifications of the modified dress will be given by the S7 prior to the event.

All supplies, materials, and equipment needed to participate in educational activities shall be provided to cadets free of charge. OMI does not use a “fee waiver” policy to make cadet fees permissible. The only time Cadets purchase items are when they lose the items that have been issued. Items may be purchased through the website or in the front desk upon arrival to OMI. <https://www.cadetstore.org/>

Part Four: General Wear and Appearance Policies/Standards

UNSERVICEABLE Defined: When an item becomes “unserviceable” it means that it is no longer fit to be worn. What may be “OK” to wear somewhere else may not be acceptable to wear as a uniform. Examples of “unserviceable” items are: frayed, torn, stained, ripped, scuffed, broken, etc. OMI is built on a military structure, we have HIGH EXPECTATIONS as to how our cadets should look and present themselves. OMI Issued items may be replaced and exchanged through the OMI supply system.

When entering campus wearing or carrying an unauthorized uniform item, ALL CADETS will be asked to remove the item and turn it in and pick it up at the end of the school day.

The OMI Commandant is the final authority in determining whether a cadet’s appearance is within the spirit of the OMI policies and standards.

Eyewear:

- Conservative civilian prescription eyeglasses are authorized for wear with all uniforms.
- Conservative prescription and nonprescription sunglasses are authorized for wear when in a garrison environment, except while indoors. Individuals who are required by medical authority to wear sunglasses for medical reasons, other than refractive error, may wear them, except when health or safety considerations apply. Commandants may authorize sunglasses in formations or field environments, as appropriate.
- Eyeglasses or sunglasses that are trendy or have lenses or frames with conspicuous initials, designs, or other adornments are not authorized for wear. Cadets may not wear lenses with extreme or trendy colors, which include, but are not limited to, red, yellow, blue, purple, bright green, or orange. Lens colors must be traditional gray, brown, or dark green shades. Personnel will not wear lenses or frames that are so large or so small that they detract from the appearance of the uniform. Personnel will not attach chains or ribbons to eyeglasses. Eyeglass restraints (to include bands) are authorized when required for safety purposes. Personnel will not hang eyeglasses or eyeglass cases on the uniform and may not let glasses hang from eyeglass restraints down the front of the uniform. Glasses may not be worn on top of the head at any time.
- Cadets are authorized to wear ballistic spectacle eye protection issued by the California Cadet Corps and OMI, including lens colors or logos that do not comply with paragraph in garrison or field environments unless otherwise directed by their chain of command.
- **Restrictions on contact lenses.** Tinted or colored contact lenses are not authorized for wear with the uniform. The only exception

is for opaque lenses that are prescribed medically for eye injuries. Clear lenses that have designs on them that change the contour of the iris are not authorized for wear with the uniform. Contact lenses may be restricted by the Commandant for safety or mission requirements.

Jewelry:

- Cadets are not allowed to wear any jewelry in their nose, face, eyebrow, neck, or other visible area while in any OMI uniform. (i.e., nose/lip rings, tongue rings, eyebrow rings, etc.). Rings, necklaces, rosary beads, or bracelets of any type are not authorized. **ONLY one discrete religious medallion on a chain may be worn under t-shirts such that neither the chain nor medallion are visible.** An inexpensive watch that is black or neutral in color may be worn with all uniforms. Any cadet with ear or nose piercing may wear clear bioplast or plastic piercing retainers while in uniform.
- Female cadets have the option to wear earrings in Uniform. Stud earrings may be screw-on clip-on, or post-type earring in gold, silver, or diamond. Pearls are not authorized to wear in the uniform, but are authorized in formal attire (Class A, and Class B uniform). The earring will not exceed 6mm or ¼ Inch in diameter, and they must be adorned (plain) or spherical (round). When worn, the earrings will fit snugly against the ear. Hoop two-sided, or drop earrings are not authorized. Female cadets may wear earrings only as a matched pair, with only one earring per standard ear lobe. Earrings are not authorized to be worn in the cartilage, industrial, transverse lobe, tragus, or conch part of the ear. Earrings will not be worn during bivouac or field environments. For the piercings that are not authorized, plastic transparent “spacers” no larger than 1/8 inch in diameter may be worn during school hours. No bandages or Band-Aids or other “disguises” may be worn to hide piercings or jewelry that is not authorized. An official or authorized OMI class ring may be worn by juniors or seniors.

Hair and fingernail standards and grooming policies

a. Hair.

(1) General. The requirement for hair grooming standards is necessary to maintain uniformity within an OMI cadet population. Many hairstyles are acceptable, as long as they are neat and conservative. It is the responsibility of TAC NCOs and student leaders at all levels to exercise good judgment when enforcing the OMI policy. All Cadets will comply with hair, fingernail, and grooming policies while in any OMI uniform, or in civilian clothes on campus, or during school events.

(a) Leaders will judge the appropriateness of a particular hairstyle by the guidance in this chapter and by the ability to wear all types of headgear (such as beret, baseball cap, or garrison hat). Hairstyles (including bulk and length of hair) that do not allow Cadets to wear any headgear properly mentioned above, are prohibited. Headgear will fit snugly and comfortably, without bulging or distortion from the intended shape of the headgear and without excessive gaps between the headgear and the head.

(b) Extreme, eccentric, or faddish haircuts or hairstyles are not authorized. If Cadets use dyes, tints, or bleaches, they must choose a natural hair color. Colors that detract from a professional OMI Cadet appearance are prohibited. Therefore, Cadets must avoid using colors that result in an extreme appearance. Applied hair colors that are prohibited include, but are not limited to, purple, blue, pink, green, orange, bright (fire-engine) red, and fluorescent or neon colors. It is the responsibility of leaders to use good judgment in determining if applied colors are acceptable, based upon the overall effect on a Cadet’s appearance.

(c) Cadets who have a texture of hair that does not part naturally may cut a part into the hair or style the hair with one part. The part will be one straight line, not slanted or curved, and will fall in the area where the Cadet would normally part the hair. Cadets will not shape or cut designs into their hair or scalp.

Male haircuts. The hair on top of the head must be heavily groomed. The length and bulk of the hair may not be excessive and must present a neat and conservative appearance. The hair must present a tapered appearance. A tapered appearance is one where the outline of the Cadet's hair conforms to the shape of the head, curving inward to the natural termination point at the base of the neck. When the hair is combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The block cut fullness in the back is permitted to a moderate degree, as long as the tapered look is maintained. Males are not authorized to wear braids, cornrows, twists, dreadlocks, or locks while in uniform or in civilian clothes on campus, or during school events. Haircuts with a single, untapered patch of hair on the top of the head (not consistent with natural hair loss) are considered eccentric and are not authorized. Examples include, but are not limited to, when the head is shaved around a strip of hair down the center of the head (mohawk), around a u-shaped hair area (horseshoe), or around a patch of hair on the front top of the head (tear drop). Hair that is completely shaved or trimmed closely to the scalp is authorized.

(d) Sideburns. Sideburns are hair grown in front of the ear and below the point where the top portion of the ear attaches to the head. Sideburns will not extend below the bottom of the opening of the ear. Sideburns will not be styled to taper, flair, or come to a point. The length of the individual hairs of the sideburn will not exceed 1/8 inch when fully extended.

(e) Facial hair. Males will keep their face clean-shaven when in uniform, or in civilian clothes on campus, or during school events. Mustaches are permitted. If worn, males will keep mustaches neatly trimmed, tapered, and tidy. Mustaches will not present a chopped off or bushy appearance, and no portion of the mustache will cover the upper lip line, extend sideways beyond a vertical line drawn upward from the corners of the mouth, or extend above a parallel line at the lowest portion of the nose. Handlebar mustaches, goatees, and beards are not authorized. If appropriate medical authority allows beard growth, the maximum length authorized for medical treatment must be specific. For example, "The length of the beard cannot exceed 1/4 inch". Cadets will keep the growth trimmed to the level specified by the appropriate medical authority, but are not authorized to shape the hair growth (examples include, but are not limited to, goatees, "Fu Manchu," or handlebar mustaches).

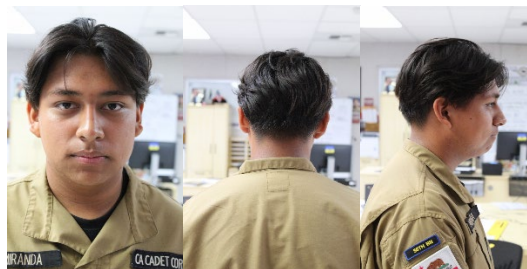
(f) Wigs and hairpieces. Males are prohibited from wearing wigs or hairpieces while in uniform, or in civilian clothes on campus, or during school events, except to cover natural baldness or physical disfigurement caused by accident or medical procedure. When worn, wigs or hairpieces will conform to the standard haircut criteria, as stated within this regulation.

(2) Haircuts and hairstyles (Updated). The illustrations provided in the figure 3-4 are intended only to clarify language regarding authorized hair lengths and bulks. The requirements for hair regulations are to maintain uniformity within a military population for female Cadets while in uniform, or in civilian clothes on campus, or during school events, unless otherwise specified. Female hairstyles may not be eccentric or faddish and will present a conservative, professional appearance. For the purpose of these regulations, female hairstyles are organized into three basic categories: short length, medium length, and long length hair (see fig 3-3).

(a) Short length. Short hair is defined as hair length that extends no more than 1 inch from the scalp (excluding bangs). Hair may be no shorter than 1/4 inch from the scalp (unless due to medical condition or injury), but may be evenly tapered to the scalp within 2 inches of the hairline edges. Bangs, if worn, may not fall below the eyebrows, may not interfere with the wear of all headgear, must lie neatly against the head, and not be visible underneath the front of the headgear. Ears must be exposed. The width of the bangs may extend to the hairline at the temple.

(b) Medium length. Medium hair is defined as hair length that does not extend beyond the lower edge of the collar (in all uniforms), and extends more than 1 inch from the scalp. Medium hair may fall naturally in uniform, and is not required to be secured, but ears must be exposed. When worn loose, graduated hairstyles are acceptable, but the length measured from the end of the total hair length to the base of the collar,

Layered hairstyles are also authorized, so long as each hair's length, as measured from the scalp to the hair's end, is generally the same length giving a tapered appearance. The regulations for the wear of bangs detailed in paragraph 3-2a(3)(a), apply. The forehead may be partially covered but hair cannot go past the bottom of the eyebrow.



(c) Long length. Long hair is defined as hair length that extends beyond the lower edge of the collar. Long hair will be neatly and inconspicuously fastened or pinned above the lower edge of the collar (except when worn in accordance with para 3-2a(j)), except that bangs may be worn. Ears must be exposed. The regulations for the wear of bangs detailed in paragraph 3-2a(3)(a) apply. No portion of the bulk of the hair, as measured from the scalp as styled, will exceed 2 inches (except a bun or ponytail, which is worn on the back of the head and may extend a maximum of 3 1/2 inches from the scalp and be no wider than the width of the head). When Cadets choose a double braid hairstyle the hair may extend to within two inches of the top of the hand while in the position of Parade Rest. This is to insure the hair does not interfere during drill and ceremony stationary positions including Attention, At Ease, and Rest. The hair braids must follow the center of the wearer's back and cannot cover any portion of the ear.



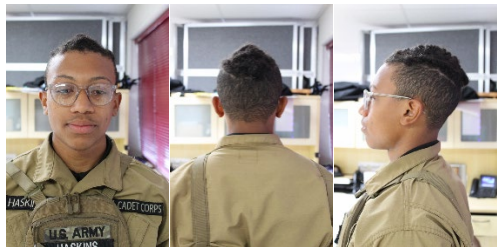
(d) Additional hairstyle guidelines. Faddish and exaggerated styles, to include shaved portions of the scalp other than the neckline, designs cut in the hair, and unbalanced or lopsided hairstyles are prohibited. Hair will be styled so as not to interfere with the proper wear of all uniform headgear. Ears must be exposed. All headgear will fit snugly and comfortably around the largest part of the head without bulging or distortion from the intended shape of the headgear and without excessive gaps. When headgear is worn, hair should not protrude at angles from under the edges. Hairstyles that do not allow headgear to be worn in this manner are prohibited. Examples of hairstyles

considered to be raucous or exaggerated and thus not authorized for wear while in uniform or in civilian clothes on campus, or during school events include, but are not limited to hair sculpting (eccentric texture or directional flow of any hairstyle to include spiking); buns with loose hair extending at the end; hairstyles with severe angles or designs; and loose unsecured hair (not to include bangs) when medium and long hair are worn up.

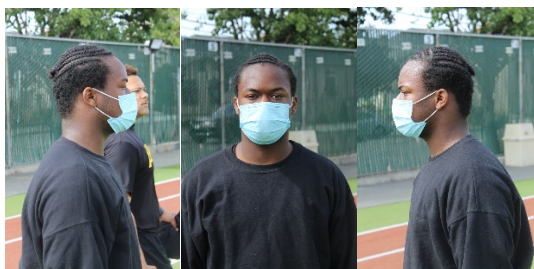
(e) Devices. Hair holding devices are authorized only for the purpose of securing the hair. Cadets will not place hair holding devices in the hair for decorative purposes. All hair holding devices must be plain and of a color as close to the Cadet's hair as is possible or clear. Authorized devices include, but are not limited to, small plain scrunchies (elastic hair bands covered with material), barrettes, combs, pins, clips, rubber bands, and hair or head bands. Such devices should conform to the natural shape of the head. Devices that are conspicuous, excessive, or decorative are prohibited. Some examples of prohibited devices include, but are not limited to: large, lacy scrunchies; beads, bows, or claw or alligator clips; clips, pins, or barrettes with butterflies, flowers, sparkles, gems, or scalloped edges; and bows made from hairpieces. Foreign material (for example, beads and decorative items) will not be used in the hair. Cadets may not wear hairnets unless they are required for health or safety reasons, or in the performance of duties (such as those in a dining facility). No other type of hair covering is authorized in lieu of the hairnet.

(f) Braids, cornrows, twists, and locks. Medium and long hair may be styled with braids, cornrows, twists, or locks (see glossary for definitions). Each braid, cornrow, twist, or lock will be of uniform dimension, have a diameter no greater than a 1/2 inch, and present a neat, professional, and well-groomed appearance. Each must have the same approximate size of spacing between the braids, cornrows, twists, or locks. Each hairstyle may be worn against the scalp or loose (free-hanging). When worn loose, such hairstyles must be worn per medium hair length guidelines or secured to the head in the same manner as described for medium or long length hair styles. Ends must be secured inconspicuously. When multiple loose braids, twists, or locks are worn, they must encompass the whole head. When braids, cornrows, twists, or locks are not worn loosely and instead worn close to the scalp, they must stop at one consistent location of the head and must follow the natural direction of the hair when worn back, which is either in general straight lines following the shape of the head or flowing with the natural direction of the hair when worn back with one primary part in the hair (see para 3-2a(1)(c)). Hairstyles may not be styled with designs, sharply curved lines, or zigzag lines. Only one distinctive style (braided, rolled, twisted, or locked) may be worn at one time. Braids, cornrows, twists, or locks that distinctly protrude (up or out) from the head are not authorized. Ears must be exposed. The bulk of the hair may not prohibit the ability to wear the

different OMI types of headgear (such as beret, baseball cap, or garrison hat) Short hair braids are authorized. Short hair braids must be in parallel lines going downwards on the top of the head. Hair design cannot be in zigzag lines or sharpen curved lines. Sides must be buzzed resembling undercut. Braids may not drape loose or hang down longer than the ears.



Authorized short hair Afrocentric braids should be worn against the scalp and should have a consistent spacing between them. The ends of braids should also be secured inconspicuously, avoiding the use any braid end clips. Braids must not pass the top of the Cadet's ears or eyes.



(g) Hair extensions. Hair extensions are authorized. Extensions must have the same general appearance as the individual's natural hair and otherwise conform to this regulation.

(h) Wigs. Wigs, if worn in uniform or in civilian clothes on campus, or during school events, must look natural and conform to this regulation. Wigs are not authorized to cover up unauthorized hairstyles.

b. Cosmetics.

(1) Standards regarding cosmetics are necessary to maintain uniformity and to avoid an extreme or unprofessional appearance. Males are prohibited from wearing cosmetics, except when medically prescribed. Females are authorized to wear cosmetics with all uniforms, provided they are applied modestly and conservatively, and that they complement both the Cadet's complexion and the uniform. Leaders at all levels must exercise good judgment when interpreting and enforcing this policy.

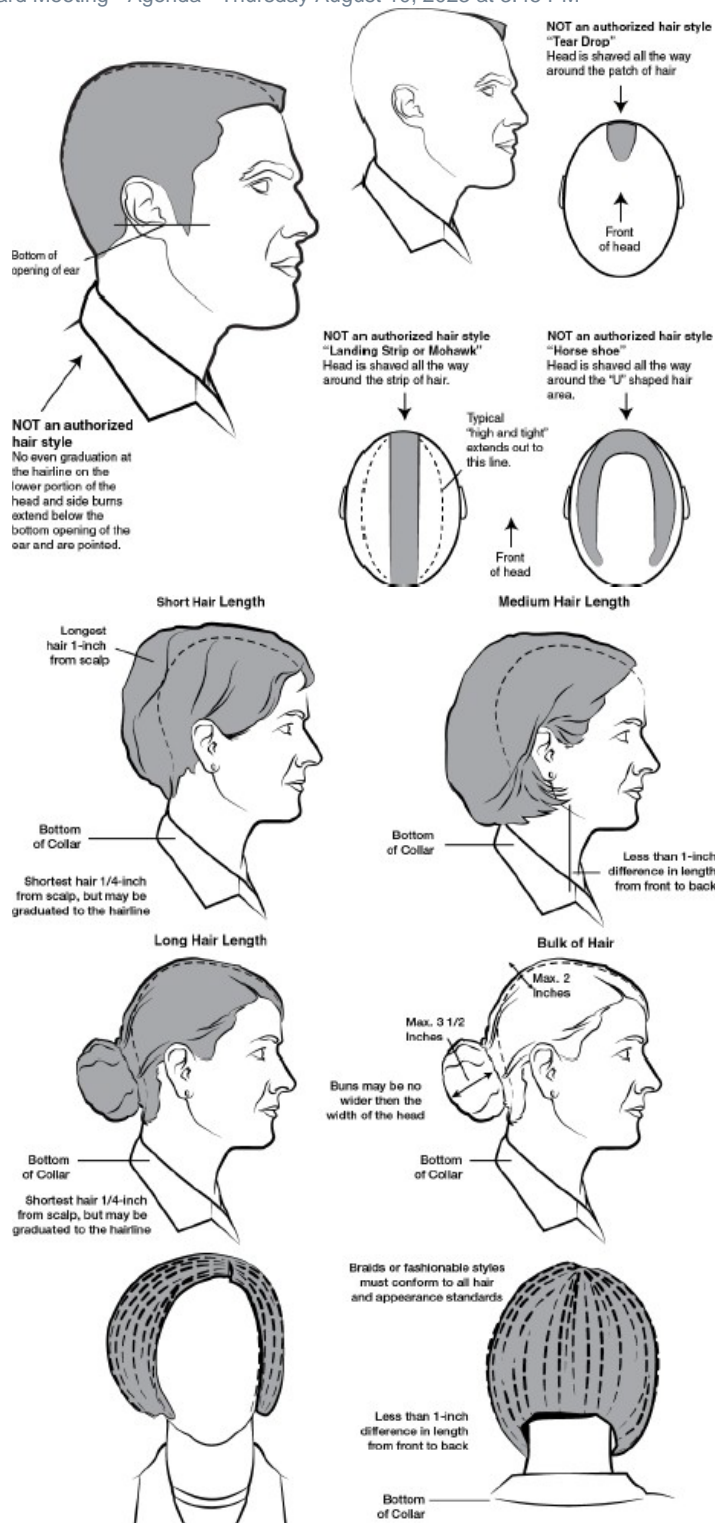
(2) Eccentric, exaggerated, or faddish cosmetic styles and colors, to include makeup designed to cover tattoos, are inappropriate with the uniform and are prohibited. Permanent makeup, such as eyebrow or eyeliner, is authorized as long as the makeup conforms to the standards outlined above. **EYELASH EXTENSIONS** are **NOT** authorized unless medically prescribed.

(3) Female cadets are authorized to wear solid color shades of lipstick that are not extreme. Extreme colors include but are not limited to; purple, bright pink, bright red, gold, blue, black, hot pink, green, yellow, ombre, and fluorescent/neon colors. Natural colors to include tinted glosses are authorized. The optional wear of lip liner, colors must match the shade of lipstick being worn.

(4) Females will comply with the cosmetics policy while in any OMI uniform or while in civilian clothes on campus, or during school events.

c. Fingernails.

All cadets will keep fingernails clean and neatly trimmed. Males will keep nails trimmed so as not to extend beyond the fingertip unless medically required and are not authorized to wear nail polish. Females will not exceed a nail length of 1/4 inch as measured from the tip of the finger.



Females will trim nails shorter if the Commandant determines that the longer length detracts from a professional appearance, presents a safety concern, or interferes with the performance of duties.

Female cadets are authorized to wear solid colors shades of nail polish that are not extreme. Extreme colors include, but not limited to, purple, bright pink, red, gold, blue, black, hot pink, green, yellow, white, grey, ombre, and fluorescent/neon colors, to include French manicure. Colors that are authorized to wear include but are not limited to nude/natural shades, American manicure and light pink. Nail shapes that are extreme and not authorized are ballerina, stiletto, arrow, and coffin. Square and rounded nails are authorized. Female cadets are to conform to the OMI standard when in uniform or while in civilian attire on campus, or during school events.

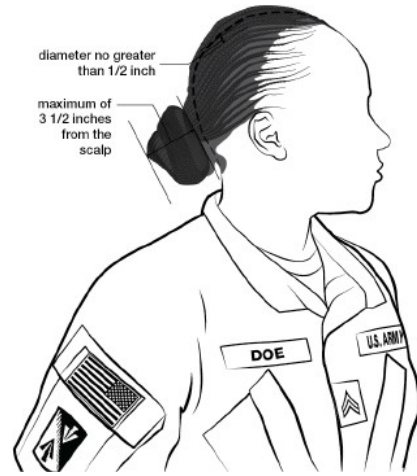
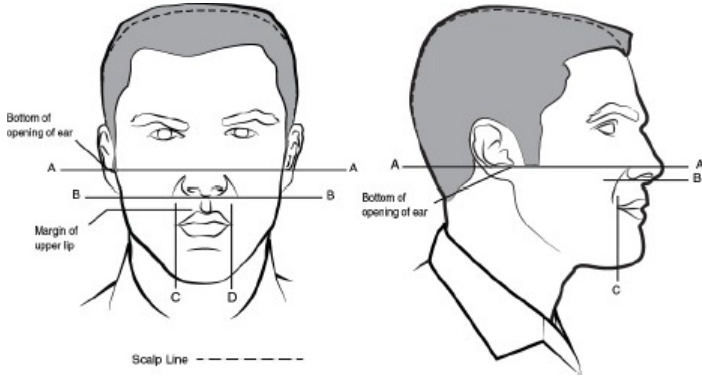


Figure 3-4

Cadets will maintain good personal hygiene and grooming on a daily basis and wear the uniform so as not to detract from their overall OMI Cadet military appearance. Cadets will wear appropriate undergarments with all uniforms.

Religious Head Coverings:

(1) An accommodated Cadet may wear a hijab (head scarf) made of a subdued material in a color that closely resembles the assigned uniform (generally black, brown, green, tan, or navy blue as appropriate). The material will be free of designs or markings, except that a Cadet wearing the Class C may wear a hijab in a camouflage pattern matching the uniform.

(2) The hijab will be worn in a neat and conservative manner that presents a professional and well-groomed appearance. The hijab must be closely fitted to the contours of the head and neck and may not cover the eyebrows, eyes, cheeks, nose, mouth, or chin. The bottom edges of the hijab will be tucked under the Cadet's uniform top and all required headgear will still be worn.

(3) Hair underneath the hijab must be worn in a hairstyle authorized for the Cadet in paragraph 3 – 2. The bulk of the Cadet's hair and hijab may not impair the ability to wear required OMI headgear, or impede the ability to perform the Cadet's military duties (see fig 3 – 4).



Tattoos/Writing on Body Parts: Cadets may not have permanent tattoos or writing in marker/ink on any visible body parts when in any OMI uniform.

Pockets: Articles carried in pockets will not protrude from the pocket or present a bulky appearance. Keys or key chains will not be attached to the uniform, belt, belt loops, or waistband. Cadets will also not generally keep their hands in their pants pockets except as needed to retrieve an item.

Electronic Devices and Items on the Belt: Cadets may not wear electronics or other items clipped to their belts, nor may they have a chain with a wallet attached to the uniform, belt, belt loops, or waistband. Cell phone “earbuds” or headphones (to include bluetooth devices) are not authorized in uniform.

Lanyards: Cadets may not wear lanyards with any uniform.

Vulgar Language: At all times, cadets are expected to comport themselves in a professional and appropriate manner. Use of vulgar language is prohibited at all times.

Red Beret: Cadets who earned the red beret for successfully completing a survival training program, are authorized to wear the beret with the Class A, B, or C uniforms.

Gang Attire: All clothing that constitutes gang-related apparel is prohibited. Such apparel may include, but is not limited to the following:

- Hats or headgear during the academy day other than the issued military headgear (cadets participating in sports requiring a hat may wear the school’s athletic hat as part of their sport activity).
- Chains
- Monikers or other gang markings.
- Clothing or jewelry w/ gang or drug symbols.
- Any combination of clothing law enforcement agencies currently considers gang related.

Backpacks: Parents will provide a black single color backpack (hand carried or rolling and without design or logo) for school textbooks and supplies. Cadets who require more storage may carry a second backpack or tote bag that is a single color black bag without design or logo. OMI sanctioned buttons may be worn on the backpack. Writing, drawing, and marking on backpacks, other than a simple, plain notation of the cadet’s name, is not allowed.

Umbrellas and Ponchos: Cadets may not use umbrellas or ponchos on campus. Instead, Cadets will be issued a clear poncho by supply in order to keep the student dry from the rainy weather. If cadets bring an umbrella on campus, they must store it in their company classrooms until the end of the school day.

Writing of Names in/on Uniform/other Items: Each company has permanent fabric markers in gold that should be used to write cadet names inside hats, jackets, sweaters, etc. There should be no writing other than a cadet’s name on such items (this includes drawings, symbols, nicknames, etc). Company TAC Teams can assist cadets with writing names in these uniform items. In addition, these markers can be used to mark names on backpacks and other personal belongings. Items with other than authorized writing or markings are subject to confiscation.

Special Cadet Leadership Uniforms: Cadets in identified leadership positions may be authorized special uniform items such as polo shirts etc.

Company Achievement Awards

The goal of the OMI company achievement awards program is to promote cadet leadership, teamwork, sportsmanship, participation, and excellence. Companies compete for awards, honor, and distinction.

- **Honor Organization:** The highest honor given to a company is the annual COMPANY HONOR UNIT AWARD. The award is given during the last week of school to the company who has achieved the highest total of points during the school year. Companies generally receive 100 points for each streamer they earn during the year. Streamers are awarded weekly, monthly, and semesterly so a great many points can be earned by companies during the year. The award includes a standing trophy and the right for each cadet in the company to wear the honor unit ribbon on the dress uniform for the duration of his/her enrollment at OMI. An appropriate bronze numeral attachment shall be awarded for subsequent awards. Points are posted by the Cadet Regimental Command Sergeant Major on an Honor Unit Bulletin board located inside the main wing of the school building.
- **Superintendent Streamer:** Given at the discretion of the Superintendent. The streamer will be carried on the company guidon until awarded to another company.
- **Commandant Streamer:** Given at the discretion of the Commandant. The streamer will be carried on the company guidon until awarded to another company.
- **Cadre Supervisor Streamer:** Given at the discretion of the Sergeant Major/Senior Military NCO. The streamer will be carried on the company guidon until awarded to another company.

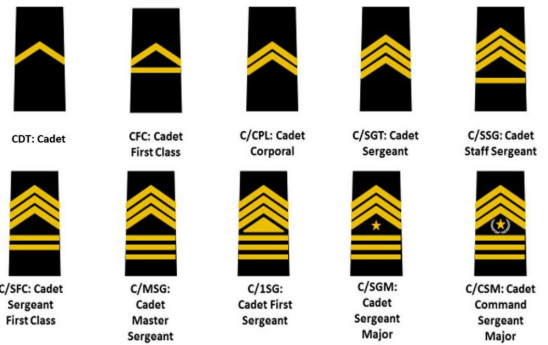
- **Highest GPA Streamer:** Given semesterly to the company with the highest total GPA achieved during the preceding quarter in credit classes. The streamer will be carried on the company guidon until awarded to another company.
- **Leadership:** Given to the company with the highest percentage of cadets participating in California Cadet Corps events, including bivouacs, leadership schools, drill competition, and IMAs. This streamer may also be awarded at the discretion of the Commandant for demonstrated leadership of cadets and/or TAC Teams. This streamer is given approximately once per month (dependent on the activity). The streamer will be carried on the company guidon until awarded to another company.
- **Physical Fitness Streamer:** Given to the company with the best performance in Physical Education coursework and/or the Fitnessgram test (most cadets in the Healthy Fitness Zone). The streamer will be carried on the company guidon until awarded to another company.
- **Drill and Ceremonies Streamer:** Given to the company with the highest points achieved during an evaluation of drill performance. The streamer will be carried on the company guidon until awarded to another company.
- **Attendance Streamer:** Given as frequently as directed with the best attendance. The streamer will be carried on the company guidon until awarded to another company.
- **Clean Campus Streamer:** Given weekly to the company with the highest number of points during the evaluation of campus cleanliness on their designated day. The streamer will be carried on the company.
- **Uniform Inspection Streamer:** Given to the company with the most cadets in compliance with the established wear and appearance standards as evaluated during daily formation as well as the Military Science class period. The streamer will be carried on the company guidon until awarded to another company.
- **Esprit de Corps Streamer:** Given to the company with the highest percentage/score or best performance in a motivational activity showing pride in company or school. The streamer will be carried on the company guidon until awarded to another company.
- **Intramural Streamer:** Given to the company with the most match wins in intramurals. The streamer will be carried on the company guidon until awarded to another company.
- **Parent Participation Streamer:** Given to the company with the highest percentage of parents in attendance at Parent Advisory Council (PAC) meetings, Parent Education Series workshops, and other parent events. The streamer will be carried on the company guidon until awarded to another company.
- **Wellness Streamer:** Given to the company with the highest points achieved during spot-check evaluations of cadet wellness journals or as a result of special wellness events. The streamer will be carried on the company guidon until awarded to another company.
- **Patriotism Streamer:** Given weekly to the company with the highest points achieved during evaluation of performance of Flag Detail on their designated day.
- **Knowledge Streamer:** Given after the first administration of the Cadet test to the company with the highest percentage of Recruits who score 80% or higher on that test. Also given to the company with the highest average score on the Military Science Benchmark tests and promotion tests. The streamer will be carried on the company guidon until awarded to another company.
- **Community Service Streamer:** Given to the company with the

highest level of participation in community service drives and projects, including parades. The streamer will be carried on the company guidon until awarded to another company. Each grade level participates in community service projects designed to give the cadets a variety of experiences. All cadets participate in a minimum of 10 hours of service per school year.

- **Cadet Guard Streamer:** Given by the school security officer weekly to the company with the best performance on the previous week's cadet guard duties as noted in the calendar. This is a military ceremony at which cadets demonstrate esprit de corps, discipline, morale, and proficiency at Drill and Ceremonies. Pass in Review is also an opportunity to present decorations and awards and to recognize individual and company achievements.
- **Discipline Streamer:** Given at the end of semester by administration to the company with the lowest total number of discipline incidents during the preceding quarter. The streamer will be carried on the company guidon until awarded to another company.
- **Pass-In-Review Streamer:** Given at each scheduled ceremony to the company with the highest points achieved during the evaluation of performance before and during the ceremony. The streamer will be carried on the company guidon until awarded to another company. Pass in Review is held two times a year participation in parades and other patriotic events. The streamer will be carried on the company guidon until awarded to another company.

Cadet Promotion Requirements Based on CR 1-5

Cadet Enlisted Ranks*



Cadet Officer and Officer Candidate Insignia*



For Promotion to	Minimum Time in Grade in weeks	Other Requirements	Promotion Authority Notes
Cadet (CDT)	6 Weeks	CDT PTAs	-Commandant of Cadets Recommends -Promotion Authority Approves and Annotates Service Record
Cadet First Class (CFC)	6 Weeks	CFC PTAs	-Commandant of Cadets Recommends -Promotion Authority Approves and Annotates Service Record
Cadet Corporal (C/CPL)	6 Weeks	C/CPL PTAs	-Commandant of Cadets Recommends -Promotion Authority Approves and Annotates Service Record

Cadet Sergeant (C/SGT)	7 Weeks	Promotion Test C/SGT PTAs	-Commandant of Cadets Recommends -Orders published By Order of the Principal
Cadet Staff Sergeant (C/SSG)	7 Weeks	Promotion Test C/SSG PTAs Completion of Basic NCO Academy or Basic Leadership School	-Commandant of Cadets Recommends -Orders published By Order of the Principal -In exceptional circumstances, a cadet may advance from C/SSG to C/2LT if they have met all other requirements for promotion
Cadet Sergeant First Class (C/SFC)	7 Weeks	Promotion Board C/SFC PTAs Physical Fitness Test	-Commandant of Cadets Recommends -Orders published by Order of the Principal Must meet physical fitness requirements
Cadet Master Sergeant and above (C/MSG, C/1SG, C/SGM, CCSM)	7 Weeks	Promotion Board C/MSG PTAs Physical Fitness Test Completion of ANCOC (C/MSG) C/2LT PTAs and Promotion Test (C/1SG-C/CSM)	-Commandant of Cadets Recommends C/MSG, C/1SG, C/SGM orders -published by Order of the Principal C/CSM Orders By Order of the Brigade Advisor -Must meet Physical Fitness Requirement -See Para 2-2(e) for clarification of these ranks
Cadet Second Lieutenant (C/2LT)	10 Weeks	-Promotion Test -Promotion Board -C/2LT PTAs -Physical Fitness Test	-Commandant of Cadets and Principal Recommend -Orders published by order of the Brigade Advisor
Cadet First Lieutenant	10 Weeks	-Promotion Test	-Commandant of Cadets and Principal Recommend

(C/1LT)		-Promotion Board -C/1LT PTAs -Physical Fitness Test	-Orders published by order of the Brigade Advisor
Cadet Captain (C/CPT)	12 Weeks	-Promotion Board -C/CPT PTAs -Physical Fitness Test	-Commandant of Cadets and Principal Recommend -Orders published by order of the Brigade Advisor
Cadet Major (C/MAJ)	12 Weeks	-Promotion Board -C/CPT PTAs -Physical Fitness Test	-Brigade Advisor Recommends with input from Commandant and Principal -Orders published by Order of the Adjutant General -Application package must include a photograph of the cadet in Class A uniform and couples of attendance, discipline, and academic grades
Cadet Lieutenant Colonel (C/LTC)	12 Weeks	-Promotion Board -C/CPT PTAs -Physical Fitness Test	-Brigade Advisor Recommends with input from Commandant and Principal -Orders published by Order of the Adjutant General -Application package must include a photograph of the cadet in Class A uniform and couples of attendance, discipline, and academic grades
Cadet Colonel (C/COL)	12 Weeks	-Promotion Board -C/CPT PTAs -Physical Fitness Test	-Brigade Advisor Recommends with input from Commandant and Principal -Orders published by Order of the Adjutant General -Application package must include a photograph of the cadet in Class A uniform and couples of attendance, discipline, and academic grades

Chapter 4- Athletics

Athletic and Activities Eligibility

1. In keeping with the OMI, Bay Area Conference, North Coast Section, and California Interscholastic Federation (CIF) Philosophies on Student Eligibility for Interscholastic Athletic Competition (CIF Bylaw 200) the following principles are adopted:

1.1. OMI affirms that participation in athletics and other extracurricular activities is an important part of the high school experience and that participation in extracurricular activities is a privilege. The privilege of participation is available to Cadets who meet the democratically established standards of qualification as set forth by the governing Board of OMI in keeping with the principles of the CIF Council.

1.2. CIF Bylaws governing student eligibility are a necessary prerequisite to participation in interscholastic athletics because they:

- Keep the focus on athletic participation as a privilege, not a right.
- Reinforce the principle that Cadets attend school to receive an education first; athletic participation is secondary.
- Protect the opportunities to participate for Cadets who meet the established standards.
- Provide a fundamentally fair and equitable framework in which interscholastic athletic competition can take place.
- Provide uniform standards for all schools to follow in maintaining athletic

competition.

- Serve as a deterrent to Cadets who transfer schools for athletic reasons and to individuals who recruit student athletes.
- Serve as a deterrent to Cadets who transfer schools to avoid disciplinary action.
- Maintain an ethical relationship between high school athletic programs and others who demonstrate an interest in high school athletes.
- Support the principles of "Pursuing Victory with Honor"

OMI Standards Of Eligibility (CIF Bylaw 201)

OMI adopts all CIF standards, including the following for eligibility to participate in interscholastic athletics and extracurricular activities. These policies apply to extra-curricular activities that require a cadet to be absent from any portion of the school day (0745-1630 Monday through Friday and Saturdays of Saturday School) and/or represent OMI in any public forum of competition/contest, meeting, or demonstration.

2. Full Eligibility: To be eligible to fully participate in OMI interscholastic athletics or extracurricular activities, **OMI Cadets must be enrolled full-time at OMI (minimum of 20 units) and a official members of their assigned company and:**

- 2.1.1. Maintain a cumulative unweighted 2.0 grade point average on a 4.0 scale, and have received no "F" grades at the conclusion of the previous grading period: Quarter 1 Eligibility is determined by the 2nd semester grades of the previous school year; Quarter 2 Eligibility is determined by the 1st quarter grades;

Quarter 3 Eligibility is determined by the 1st semester grades; Quarter 4 Eligibility is determined by the 3rd quarter grades

attend extra-curricular meetings only after fulfilling all OMI citizenship and academic support requirements.

2.1.2. **Demonstrate acceptable citizenship as follows:** To be eligible for participation, cadets must be in good citizenship standing. The Administration or Dean may elect to place a cadet-athlete who fails to meet these standards on a temporary probation.

2.2.3. Cadets must submit daily or weekly progress reports to be used by coaches/teacher leaders as a tool to monitor and motivate cadet progress.

2.1.3. In the case of Middle School Cadets, be achieving minimum progress toward meeting OMI's prescribed middle school graduation requirements. Minimum progress is defined as having completed 32.5 credits as a second semester sixth grader, 65 credits as a first semester seventh grader, 97.5 credits as a second semester seventh grader, and 130 credits as a first semester eighth grader.

1.4. **Probationary Eligibility**

2.3.1. The OMI governing board adopts, as part of its policy, the following provisions that allow a student who does not achieve the eligibility requirements to remain eligible to participate in OMI interscholastic athletics/extracurricular activities during a probationary period.

2.1.4. In the case of High School Cadets, achieving minimum progress toward meeting OMI's prescribed high school graduation requirements. Minimum progress is defined as having completed 32.5 credits as a second semester freshman, 65 credits as a first semester sophomore, 97.5 credits as a second semester sophomore, 130 credits as a first semester junior, 162.5 credits as a second semester junior, 195 credits as a first semester senior and 227.5 as a second semester senior.

2.3.2. A Cadet may request Probationary Eligibility by appealing to the OMI Athletic Eligibility Board. The OMI Athletic Eligibility Board is comprised of OMI's Superintendent, Commandant, Principal, and Athletic Director.

2.3.3. A Cadet granted Probationary Eligibility by the OMI Eligibility Board may practice and play in interscholastic and/or extracurricular contests after fulfilling all Probationary Eligibility Contract requirements as determined by the Eligibility Board, which may include after school academic support class attendance and compliance with the provisions of disciplinary or strict disciplinary probation.

1.3. **Limited Eligibility:** Limited participation in practices, can't play in interscholastic or extracurricular contests

2.3.4. The OMI Eligibility Board determines the beginning and end of a cadet's Probationary Eligibility, but a Cadet

2.2.1. Cadets with less than a unweighted 2.0 total GPA on their most recent grade report as outlined in 2.1.2

- Cadets who do not meet core-course progression requirements may still be eligible to receive athletics aid and practice in the initial year of enrollment by meeting academic redshirt requirements (see below).

2.2.2. Cadets with Limited Eligibility may practice and may be on Probationary Eligibility for no more than one semester in length per cadet's OMI Middle School three-year experience and for no more than one semester in length per cadet's H.S. four-year experience.

Test Scores: (ACT/SAT)

Cadets must present a corresponding test score and core-course GPA on the sliding scale (see Page No. 2).

2.3.5. Cadets must submit OMI Weekly Progress reports to the OMI Athletic Director to maintain Probationary Participation eligibility. Based upon the nature of the cadet's OMI Weekly Progress report, the Cadet may be granted full Eligible Participation, remain on Probationary Eligibility, or be placed on Limited Participation Eligibility by the Eligibility Board at any time.

- SAT: critical reading and math sections. Best subscore from each section is used to determine the SAT combined score for initial eligibility.
- ACT: English, math, reading and science sections. Best subscore from each section is used to determine the ACT sum score for initial eligibility.
- All ACT and SAT attempts before initial full-time collegiate enrollment may be used for initial eligibility.
- Enter 9999 during ACT or SAT registration to ensure the testing agency reports your score directly to the NCAA Eligibility Center. Test scores on transcripts will not be used.

1.5. **Not Eligible:** Cadet may not participate in practices or interscholastic contests or team/extracurricular activities in any way

2.3.1. Cadets with one or more F grades or less than a 2.0 overall or cumulative GPA on their most recent grade report as outlined in 2.1.2, **OR** as determined by the OMI Athletic Eligibility Board may be ruled not eligible.

Core Grade-Point Average:

Only core courses that appear on the high school's List of NCAA Courses on the NCAA Eligibility Center's website (www.eligibilitycenter.org) will be used to calculate your core-course GPA. Use this list as a guide.

NCAA Division I Initial-Eligibility Requirements

Core Courses: (16)

Initial full-time collegiate enrollment before August 1, 2016:

- Sixteen (16) core courses are required (see chart below for subject-area requirements).

Initial full-time collegiate enrollment on or after August 1, 2016:

- Sixteen (16) core courses are required (see chart below for subject-area requirements).
- Ten (10) core courses completed before the seventh semester; seven (7) of the 10 must be in English, math or natural/physical science.
- These courses/grades are "locked in" at the start of the seventh semester (cannot be repeated for grade-point average [GPA] improvement to meet initial-eligibility requirements for competition).

Initial full-time collegiate enrollment before August 1, 2016:

- Cadets must present a corresponding test score (ACT sum score or SAT combined score) and core-course GPA (minimum 2.000) on Sliding Scale A (see Page No. 2).
- Core-course GPA is calculated using the best 16 core courses that meet subject-area requirements.

Initial full-time collegiate enrollment on or after August 1, 2016:

- Cadets must present a corresponding test score (ACT sum score or SAT combined score) and core-course

- Core-course GPA is calculated using the best 16 core courses that meet both progression (10 before seventh semester; seven in English, math or science; “locked in” and subject-area requirements.

DIVISION I
Core-Course Requirement (16)

- 4 years of English
- 3 years of math (Algebra I or higher)
- 2 years of natural/physical science (1 year of lab if offered)
- 1 year of additional English, math or natural/physical science
- 2 years of social science
- 4 years of additional courses (any area above, foreign language or comparative religion/philosophy)

DIVISION I – 2016
Qualifier Requirements

- 16 core courses
- Ten (10) core courses completed before the start of seventh semester. Seven (7) of the 10 must be in English, math or natural/physical science.
- Locked in" for core-course GPA calculation.
- Corresponding test score (ACT sum score or SAT combined score) and core-course GPA (minimum 2.300) on Sliding Scale B (see Page No. 2).
- Graduate from high school.

DIVISION I – 2016
Academic Redshirt Requirements
**Athletics aid and practice (no competition)*

- 16 core courses
- No grades/credits "locked in" (repeated courses after the seventh semester begins may be used for initial eligibility).
- Corresponding test score (ACT sum score or SAT combined score) and core-course GPA (minimum 2.000) on Sliding Scale B (see Page No. 2).
- Graduate from high school.

Division II Initial-Eligibility Requirements

Core Courses

- **Division II currently requires 16 core courses.** See the

- **Beginning August 1, 2018**, to become a full or partial qualifier for Division II, all college-bound student-athletes must complete the 16 core-course requirements.

Test Scores

- **Division II** currently requires a minimum SAT score of 820 or an ACT sum score of 68. **Beginning August 1, 2018**, Division II will use a sliding scale to match test scores and core-course grade-point averages (GPA). The sliding scale for those requirements is shown on Page No. 2 of this sheet.
- The SAT score used for NCAA purposes includes only the critical reading and math sections. The writing section of the SAT is not used.
- The ACT score used for NCAA purposes is a sum of the following four sections: English, mathematics, reading and science.
- **When you register for the SAT or ACT, use the NCAA Eligibility Center code of 9999 to ensure all SAT and ACT scores are reported directly to the NCAA Eligibility Center from the testing agency. Test scores that appear on transcripts will not be used.**

Grade-Point Average

- Be sure to look at your high school's List of NCAA Courses on the NCAA Eligibility Center's website (www.eligibilitycenter.org). Only courses that appear on your school's approved List of NCAA Courses will be used in the calculation of the core GPA. Use the list as a guide.
- The current **Division II** core GPA requirement is a minimum of 2.000. **Division II** core GPA required to be eligible for competition on or after August 1, 2018, is 2.200 (corresponding test-score requirements are listed on the Sliding Scale on Page No. 2 of this sheet).
- The minimum **Division II** core GPA required to receive athletics aid and practice as a partial qualifier on or after August 1, 2018, is 2.000 (corresponding test-score requirements are listed on the Sliding Scale on Page No. 2 of this sheet).
- Remember, the NCAA core GPA is calculated using NCAA core courses only.

DIVISION II-16
Core Courses

- 3 years of English.
- 2 years of mathematics (Algebra I or higher).
- 2 years of natural/physical science (1 year of lab if offered by high school).
- 3 years of additional English, mathematics or natural/physical science.
- 2 years of social science.
- 4 years of additional courses (from any area above, foreign language or comparative religion/philosophy).

Chapter 5 – Annual Notice of General School Programs and Policies

5. A description of the different types of diabetes screening tests available.

COMMUNITY ELIGIBILITY PROVISION (CEP)

CEP is a federal provision that allows eligible schools to offer free meals to attending Cadets regardless of individual income. CEP eliminates the burden of collecting household applications to determine eligibility for school meals, relying instead on information from other means-tested programs.

Schools with ≥ 40 percent of “Identified Cadets,” or those directly certified to participate in school meals through their participation in programs such as CalWORKs, are eligible for CEP. Student Nutrition Services determine OMI's eligibility based upon school based on this formula.

The Oakland Military Institute is thrilled to expand CEP during the 2021-22 school year. CEP:

- Builds community
- Fights hunger with health
- Improves financial health
- Streamlines operations

CONCUSSION/HEAD INJURY

Because the Charter School offers an athletic program, parents/guardians must sign a concussion/head injury information sheet on a yearly basis if their student is an athlete on any of the School's athletic teams. This does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course. The School can provide this concussion information sheet to only those parents whose Cadets are participating in the School's athletic program, if applicable.

SUDDEN CARDIAC ARREST PREVENTION

Because OMI offers an athletic program, each school year, before a student participates in an athletic activity governed by the CIF, the parent/guardian is required to sign and return a copy of the sudden cardiac arrest information sheet required by the CIF. Before a student participates in an athletic activity not governed by the CIF, the parent/guardian must sign and return an acknowledgement of receipt and review of the sudden cardiac arrest prevention information sheet posted on the CDE's website.

ORAL HEALTH EXAMINATIONS

OMI will require its cadets to comply with all oral health examinations pursuant to Education Code section 49452.8. Please contact the office if you have questions about this requirement.

DIABETES

OMI will provide an information fact sheet regarding Type 2 Diabetes to the parent or guardian of incoming 7th grade Cadets, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of Type 2 Diabetes.
2. A description of the risk factors and warning signs associated with Type 2 Diabetes.
3. A recommendation that Cadets displaying or possibly suffering from risk factors or warning signs associated with Type 2 Diabetes should be screened for Type 2 Diabetes.
4. A description of treatments and prevention of methods of Type 2 Diabetes.

IMMUNIZATIONS AND PHYSICAL EXAMINATIONS

To ensure a safe learning environment for all Cadets, the School follows and abides by the health standards set forth by the state of California. Cadets will not attend school until all required records have been received. The immunization status of all Cadets will be reviewed periodically. Those Cadets who do not meet the State guidelines may be excluded from school until the requirements are met. Cadets who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the School.

SECTION 504

OMI recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Principal. A copy of the School's Section 504 policies and procedures is available upon request.

CHILD FIND

We are dedicated to the belief that all Cadets can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act (“IDEIA”), Education Code requirements, and applicable policies and procedures of the El Dorado County Charter SELPA. These services are available for special education Cadets enrolled at the School. We offer high quality educational programs and services for all our Cadets in accordance with the assessed needs of each student. The School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

UNHOUSED CADETS

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434(a)):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; or are living in emergency or transitional shelters; are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”
5. Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the School Liaison.

School Liaison: The Superintendent or designee designates the following staff person as the School Liaison for homeless Cadets (42

Student Services Coordinator
Oakland Military Institute
3877 Lusk St, Emeryville, CA 94608
(510) 594-3968

The School Liaison shall ensure that (42 U.S.C. 11432(g)):

1. Homeless Cadets are identified by school personnel and through coordination activities with other entities and agencies.
2. Homeless Cadets enroll in, and have a full and equal opportunity to succeed at Charter School.
3. Homeless Cadets and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by OMI, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School charter, and Board policy.
7. Parents/guardians are fully informed of all transportation services, as applicable.
8. School personnel providing services receive professional development and other support.
9. The School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent Cadets under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.
11. For any homeless student who enrolls at the School, a copy of the School's complete policy shall be provided at the time of enrollment and at least twice annually.

TEACHER QUALIFICATION INFORMATION

All parents may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals.

EDUCATIONAL RECORDS, INCLUDING CHALLENGES AND DIRECTORY INFORMATION

The Family Educational Rights and Privacy Act ("FERPA") affords parents and Cadets who are 18 years of age or older ("eligible Cadets") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 5 business days after the day the School receives a request for access. Parents or eligible Cadets should submit to the Superintendent or designee a written request that identifies the records they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible Cadets who wish to ask the School to amend a record should write to the Superintendent or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to provide written consent before the School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to School officials with legitimate educational interests. A School official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the School board. A School official also may include a volunteer or contractor outside of the School who performs an institutional service of function for which the School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another School official in performing his or her tasks. A School official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. Note that OMI will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW Washington, DC 20202

FERPA permits the disclosure of PII from a student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the School to record the disclosure. Parents and eligible Cadets have a right to inspect and review the record of disclosures. A School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student —

1. To other School officials, including teachers, within the educational agency or institution whom the School has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional

services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1)).

2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2)).
3. To authorize representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§99.31(a)(3) and 99.35).
4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4)).
5. To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7)).
6. To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8)).
7. To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9)).
8. To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10)).
9. Information the School has designated as "directory information" under §99.37. (§99.31(a)(11)).

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. Directory information can be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish year books. The School has designated the following information as directory information:

1. Student's name
2. Student's address
3. Parent's/guardian's address
4. Telephone listing
5. Student's electronic mail address
6. Parent's/guardian's electronic mail address
7. Photograph
8. Date and place of birth
9. Dates of attendance
10. Grade level
11. Weight and height of members of athletic teams
12. Degrees, honors, and awards received
13. The most recent educational agency or institution attended
14. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the School to disclose directory information from your child's education records without your prior written consent, you must notify the School in writing at the time of enrollment or re-enrollment. Please notify the Superintendent.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

FOR ALL EMPLOYEES/CADETS OF THE OAKLAND MILITARY INSTITUTE

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with Cadets' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, OMI prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration status or citizenship, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this Policy. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, OMI will make reasonable efforts to prevent Cadets from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. OMI school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, OMI will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which OMI does business, or any other individual, student, or volunteer. This policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. OMI will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

Superintendent
Oakland Military Institute
3877 Lusk Street, Oakland, CA 94608
510-594-3900

DEFINITIONS

Prohibited Unlawful Harassment:

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

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et. seq.*; 34 C.F.R. § 106.1 *et. seq.*) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex,

are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by OMI.

OMI is committed to provide a workplace and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when:

- (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress;
- (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual;
- (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment;
- (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against him/her or against another individual. Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
- Rape, sexual battery, molestation or attempts to commit these assaults and
- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
 - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex
 - Sexual or discriminatory displays or publications anywhere in the workplace or educational environment, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view at work or the educational environment
 - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
 - Displaying signs or other materials purporting to segregate an individual by sex in an area of the workplace or educational environment (other than restrooms or similar rooms)
 - The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

Prohibited Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student group or group of Cadets that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more Cadets that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by OMI.

* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes:

1. Breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.
2. A message, text, sound, video, or image.
3. A post on a social network Internet Web site including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above
 - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated
 - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
4. An act of "Cyber sexual bullying" including, but not limited to:
 - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - c. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive

conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

GRIEVANCE PROCEDURES

Reporting:

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any employee or student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Superintendent
Oakland Military Institute
3877 Lusk Street, Oakland, CA 94608
510-594-3992

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Cadets are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, the Superintendent, Coordinator, a staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this Policy.

OMI acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

OMI prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

1. Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of OMI, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or

administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or administrative designee reveal confidential information related to other Cadets or employees, including the type and extent of discipline issued against such Cadets or employees.

2. Consequences

Cadets or employees who engage in misconduct prohibited by this Policy will be subject to disciplinary action.

3. Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures ("UCP") complaint form at any time during the process, consistent with the procedures laid out in this Handbook.

4. Right of Appeal

Should the reporting individual find the Coordinator's resolution unsatisfactory, he/she may follow the General Complaint Process found on the OMI website.

All records related to any investigation of complaints under this Policy are maintained in a secure location.

UNIFORM COMPLAINT PROCEDURES

OMI has the primary responsibility to insure compliance with applicable state and federal laws and regulations and has established procedures to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints alleging violation of state or federal laws governing educational programs and the charging of unlawful pupil fees.

OMI shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board. Unlawful discrimination, harassment, intimidation, or bullying complaints may be based on actual or perceived characteristics of age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, genetic information, physical disability, mental disability, medical condition, marital status, nationality, national origin, immigration status or citizenship, race or ethnicity, religion, sex, sexual orientation, or on a person's association with a person or group with one or more of these actual or perceived characteristics, in any OMI program or activity that receives or benefits from state financial assistance.

The UCP shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in:

- Adult Education
- After School Education and Safety Programs
- Agricultural Vocational Education Programs
- American Indian Education Centers
- Early Child Education Program Assessments
- Foster and Homeless Youth Services
- Consolidated Categorical Aid Programs
- Migrant Education
- Career Technical and Technical Education and Training

Programs

- Child Care and Developmental Programs
- Child Nutrition Programs
- Regional Occupational Centers and Special Education Programs

Every Student Succeeds Act /No Child Left Behind Act (2001) Programs (Titles I-VII)

- State Preschool

- Bilingual Education
- Economic Impact Aid

- Tobacco-Use Prevention Education

A complaint of noncompliance with laws relating to pupil fees may be filed pursuant to the local UCP. A pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity
- A pupil fee complaint shall not be filed later than one (1) year from the date the alleged violation occurred.

Complaints of noncompliance with laws relating to pupil fees are filed with the Superintendent of a school. A complaint regarding pupil fees may be filed anonymously if the complaint provides evidence or information to support an allegation of noncompliance with laws relating to pupil fees. Complaints other than complaints relating to pupil fees must be filed in writing with the following compliance officer.

Superintendent

Oakland Military Institute

3877 Lusk St, Emeryville, CA 94608

(510) 594-3900

Complaints alleging discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying, unless the time for filing is extended by the Superintendent or his or her designee in writing.

Complaints will be investigated and a written decision or report will be sent to the complainant within sixty (60) days from the receipt of the complaint. This sixty (60) day time period may be extended by written agreement of the complainant. The compliance officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with the OMI's.

The complainant has a right to appeal OMI's Decision to the California Department of Education ("CDE") by filing a written appeal within fifteen (15) days of receiving the Decision. The appeal must include a copy of the complaint filed with the School and a copy of OMI's Decision.

Civil law remedies may be available under state or federal discrimination, harassment, intimidation, or bullying laws, if applicable. In appropriate cases, an appeal may be filed pursuant to Education Code Section 262.3. A complainant may pursue available civil law remedies outside of OMI's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

A copy of the UCP policy and complaint procedures shall be available free of charge in the Main Office.

For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Superintendent.

LEVELS OF BEHAVIORS THAT WOULD LEAD TO PROGRESSIVE DISCIPLINE:

Level 1

Uncooperative/ Noncompliant Behavior

Level 2

Disorderly Behavior

Level 3

Disruptive Behavior

Level 4

Aggressive or Injurious/Harmful Behavior

Level 5

Seriously Dangerous or Violent Behavior

SUSPENSION & EXPULSION PROCEDURES

This Cadet Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all cadets at the Oakland Military Institute ("OMI"). When the policy is violated, it may be necessary to suspend or expel a cadet from regular classroom instruction. This policy shall serve as OMI's policy and procedures for cadet suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

Suspended or expelled cadets shall be excluded from all school and school-related activities, including summer school, unless otherwise agreed during the period of suspension or expulsion.

A cadet identified as an individual with disabilities or for whom OMI has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education cadets except when federal and state law mandates additional or different procedures. OMI will follow all applicable federal and state laws when imposing any form of discipline on a cadet identified as an individual with disabilities or for whom OMI has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance due process to such cadets.

Grounds for Suspension and Expulsion of Cadets

A cadet may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including but not limited to:

- a) while on school grounds;
- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus;
- d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

Cadets may be suspended and/or expelled for any of the following acts when it is determined the cadet:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife,

- explosive, or other dangerous object, including a laser pen or device, or an incendiary device such as matches or a lighter, unless, in the case of possession of any object of this type, the cadets had obtained written permission to possess the item from a certificated school employee, with the Commandant or Designee's concurrence.
- 3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, any illegal substance, alcoholic beverage, or intoxicant of any kind.
- 4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, any illegal substance, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- 5. Committed or attempted to commit robbery or extortion.
- 6. Caused or attempted to cause damage to school property or private property.
- 7. Stole or attempted to steal school property or private property.
- 8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.
- 9. Committed an obscene act or engaged in habitual profanity or vulgarity.
- 10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 or Salvia Divinorum as noted in section 379 of the California Penal Code. Salvia Divinorum is also known by the street names as "Serenity" or "K2."
- 11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- 12. Knowingly received stolen school property or private property.
- 13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- 14. Committed or attempted to commit a sexual assault as defined in Penal code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
- 15. Harassed, threatened, or intimidated a cadet who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that cadet from being a witness and/or retaliating against that cadet for being a witness.
- 16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- 17. Engaged in or attempted to engage in hazing of another.
- 18. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person.
- 19. Made terrorist threats against school officials and/or school property.
- 20. Committed sexual harassment.
- 21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- 22. Intentionally harassed, threatened or intimidated a cadet or group of cadets to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading cadet rights by creating an intimidating or hostile educational environment.
- 23. Engaged in an act of bullying, threat, harassment, or

intimidation, including but not limited to bullying committed by means of an electronic act.

- (a) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of Cadets which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more Cadets that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or Cadets in fear of harm to that student's or those Cadets' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 1) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.

(a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph

(b) A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(c) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

24. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a).
25. Continued failure to comply with the military requirements of the Institute, including but not limited to repeated failure to wear the proper uniform, refusal to comply with established grooming standards, failure to display military courtesy, or failure to achieve the minimum requirements for promotion from “Recruit” to cadet during the first semester of enrollment at OMI.
26. Violated the Cadet Code of Honor by an egregious act of disrespect, lying, cheating, or stealing.
27. Was found guilty of a misdemeanor or felony for an offense which occurred in conjunction with school operations or the cadet coming to or going from school, and which, in the opinion of the school, would bring discredit on the cadet or the school or would endanger the health and safety of members of the school community.

Suspension Procedures

Suspensions shall be initiated according to the following procedures:

1. Suspension Conference

Suspension shall be preceded, if possible, by a conference conducted by the Administrator, Commandant or the Commandant’s designee with the cadet and his or her parents and, whenever practical, the teacher, supervisor or school employee who referred the cadet to the Commandant.

The conference may be omitted if the Administrator, Commandant or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of cadets or school personnel. If a cadet is suspended without this conference, both the parent/guardian and cadet shall be

notified of the cadet’s right to return to school for the purpose of a conference.

At the conference, the cadet shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

The conference shall be held within two school days, unless the cadet waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a cadet for failure of the cadet’s parent or guardian to attend a conference with school officials. Reinstatement of the suspended cadet shall not be contingent upon attendance by the cadet’s parent or guardian at the conference.

2. Suspension Notice to Parents/Guardians

At the time of suspension, the Administrator, Commandant or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a cadet is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the cadet. In addition, the notice may also state the date and time when the cadet may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. For each 2 days of suspension, a student can replace 1 day with 5 hours of community service. The community service hours must be approved by administration and be completed within 3 weeks of the incident.

Upon a recommendation of expulsion by the Administrator, Commandant or Commandant’s designee, the cadet and the cadet’s guardian or representative will be invited to a conference to determine if the suspension for the cadet should be extended pending an expulsion hearing. This determination will be made by the Administrator, Commandant or designee upon either of the following determinations:

- 1) The cadet’s presence will be disruptive to the education process;
- 2) The cadet poses a threat or danger to others. Upon either determination, the cadet’s suspension will be extended pending the results of an expulsion hearing.

A cadet may be expelled by the OMI Superintendent upon the recommendation of the Discipline Board. The Discipline Board will consist of at least three members who are certificated and neither a teacher of the cadet nor a member of the OMI’s Governing Board. The Discipline Board may recommend expulsion of any cadet found to have committed an expellable offense.

Cadets recommended for expulsion for an offense outlined in this section are entitled to a hearing to determine whether the cadet should be expelled. Unless postponed for good cause, a Discipline Board Hearing shall be held within thirty (30) school days after the Commandant or designee determines that the Cadet has committed an expellable offense.

The Discipline Board will make a recommendation to the OMI Superintendent for a final decision whether to expel. The Discipline Board Hearing shall be held in closed session unless the cadet makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the Discipline Board Hearing shall be forwarded to the cadet, the cadet’s parent/guardian, and the Oakland Unified School District at least ten (10) calendar days before the date of the

hearing. Upon mailing the notice, it shall be deemed served upon the cadet. The notice shall include the date and place of the Discipline Board Hearing as well as the following:

- The date and place of the expulsion hearing;
- A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of OMI’s disciplinary rules which relate to the alleged violation;
- Notification of the cadet’s or parent/guardian’s obligation to provide information about the cadet’s status at the school to any other school district or school to which the cadet seeks enrollment;
- The opportunity for the cadet or the cadet’s parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the cadet’s behalf including witnesses.

The person conducting the Discipline Board Hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

The person conducting the Discipline Board Hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

Prior to a complaining witness testifying, the support persons must be admonished that the Discipline Board Hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

If one or both of the support persons is also a witness, OMI must present evidence that the witness’ presence is both desired by the witness and will be helpful to OMI. The person presiding over the Discipline Board Hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the

Campus damage, hate crimes, gang activity, arson, fire alarm tampering, physical or cyber bullying, mayhem, obscene behavior to include presence of pornographic material weigh considerably when determine the appropriate consequence. Assertive Discipline Violations can include:

Offenses	1 st Violation	2 nd Violation	3 rd Violation
Fighting or Assault	Suspension (1-5) Days	Cadet Honor Board(CHB), Suspension (1-5) Days	Possible Dismissal
Possession of Drugs	Suspension (1-5) Days	CHB, Suspension (1-5) Days	Possible Dismissal
Theft	Suspension (1-5) Days	CHB, Suspension (1-5) Days	Possible Dismissal
Sexual Harassment/Assault	Suspension (1-5) Days	CHB, Suspension (1-5) Days	Possible Dismissal
Possession of Weapon(s)	Suspension (1-5) Days	CHB, Suspension (1-5) Days	Possible Dismissal

4. Special Considerations for Sexual Assault or Battery Cases:

OMI may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the Discipline Board Hearing in the form of sworn declarations which shall be examined only by the OMI Discipline Board. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the cadet.

The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying. OMI must also provide the victim a room separate from the hearing room for the complaining witness’ use prior to and during breaks in testimony.

At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

complainant witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

OMI Superintendent who will make a final determination regarding the expulsion.

If the Discipline Board decides not to recommend expulsion, the cadet shall immediately be returned to his/her educational program and may

The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.

Especially for charges involving sexual assault or battery, if the Discipline Board Hearing is to be conducted in the public at the request of the cadet being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.

Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence.

In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

5. Record of Cadet Honor Board Hearing

A record of the Cadet Honor Board Hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

6. Presentation of Evidence

While technical rules of evidence do not apply to Discipline Board Hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Discipline Board to expel must be supported by substantial evidence that the cadet committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the OMI Discipline Board determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused cadet, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Discipline Board shall be in the form of written findings of fact and a written recommendation to the

be mandated to comply with the provisions of strict disciplinary probation.

The final decision by the OMI Superintendent shall be made within ten (10) school days following the conclusion of the hearing. The Superintendent or designee following a decision of the Discipline Board to expel shall send written notice of the decision to expel, including the Discipline Board's findings of fact, to the cadet, the cadets parent/guardian, and to the Oakland Unified School District. This notice shall also include the following:

- Notice of the specific offense committed by the cadet
- Notice of the cadet's or parent/guardian's obligation to inform any new district in which the cadet seeks to enroll of the cadet's status with OMI.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to the cadet's district of residence. This notice shall include the following:

- The cadet's name
- The specific expellable offense committed by the cadet

7. Disciplinary Records

OMI shall maintain records of all cadet suspensions and expulsions at OMI. Such records shall be made available to the Oakland Unified School District upon request.

8. Appeal

Appeals of the Superintendent's decision to dismiss a cadet may be made in writing within ten (10) school days. The scope of the review of the OMI Governing Board shall be limited to the following questions:

1. Whether OMI acted without or in excess of its jurisdiction;
2. Whether there was a fair hearing;
3. Whether there was a prejudicial abuse of discretion in the hearing; and
4. Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or was improperly excluded at the hearing.

Such appeals must be submitted to the Superintendent and will be heard at the next scheduled meeting of the OMI Governing Board. The cadet shall be considered expelled and not permitted to return to OMI during an appeal process.

The cadet shall have no additional right of appeal from dismissal from OMI other than the OMI Governing Board as specified above.

9. Dismissed Cadets/Alternative Education

Cadets who are dismissed shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

10. Rehabilitation Plans

Cadets who are expelled from OMI shall be given a rehabilitation plan upon expulsion as developed by the OMI Superintendent at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the cadet may reapply to OMI for readmission.

11. Re-admission

The decision to readmit a cadet or to admit a previously expelled cadet from another school district or charter school shall be in the sole discretion of the OMI Superintendent following a meeting with the Commandant or his designee and the cadet and guardian or representative to determine whether the cadet has successfully completed the rehabilitation plan and to determine whether the cadet poses a threat to others or will be disruptive to the school environment.

The Commandant shall make a recommendation to the OMI Superintendent following the meeting regarding his or her determination. The cadet's readmission is also contingent upon OMI's capacity at the time the cadet seeks readmission.

12. Suspension and Expulsion, Special Procedures for Cadets with Disabilities

Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

Services During Suspension

Cadets suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the cadet's file, including the cadet's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the cadet's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the cadet, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504

Interim Alternative Educational Setting

Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to Cadets without disabilities.

Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Site Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

Procedures for Cadets Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services. The parent has requested an evaluation of the child.
- The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

OMI reserves the right to change policies and procedures outlined in this handbook. Notice of such changes will be provided in the weekly ParentSquare posts.

Coversheet

LCAP Local Indicators

Section: VII. Action Items
Item: C. LCAP Local Indicators
Purpose:
Submitted by: Shann Chu
Related Material: 2023-2024 LCAP Local Indicators.pdf

BACKGROUND:

For Local Control Funding Formula (LCFF) priorities where data is not collected at the state level, an LEA will measure and report its progress through the Dashboard based on locally collected data according to State Priorities. Priority 1: Basic Conditions at School Priority 2: Implementation of State Academic Standards Priority 3: Parent Engagement Priority 6: Local Climate Survey Priority 7: Access to a Broad Course of Study . Each of these goals are already depicted in our 23-24 LCAP adopted in June 2023.

The Board must adopt the local indicators and staff must post them on the state website by Sept 1 of each year. Mr. Chu will present our Local Indicators to the Board.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board approve our 23-24 Local Indicators.

2023-2024 LCAP Local Indicators

Mr. Shann Chu, Director of Teaching and Learning

The State Board of Education (SBE) approved standards for the **local indicators** that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the Local Control and Accountability Plan (LCAP).
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Parental Involvement and Family Engagement

Self-Reflection & Parent Survey Results

1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families. [3]
2. Rate the LEA's progress in creating welcoming environments for all families in the community. [3]
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children. [3]
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families. [3]

Self-Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Partnerships for Student Outcomes

- LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families. [3]
- LEA's progress in providing families with information and resources to support student learning and development in the home. [2]
- LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes. [3]
- LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students. [3]

Self-Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Seeking Input for Decision-Making

- Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making. [2]
- Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making. [1]
- Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community. [3]
- Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels. [3]

Self-Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

School Climate

CA Healthy Kids Survey Results Summary Provided to the Board in Spring 2023. Areas of strength are physical and socio-emotional safety and areas for improvement include adult/student relationships [all kids feeling that at least one adult cares about them], student mental health supports and students feeling more satisfied about their classroom experiences, teacher support and extra-curricular options.

[CA Healthy Kids Survey 2023-2024](#)

Access to a Broad Course of Study

- As part of Governing Board Policy and OMI's mission to graduate cadets strongly prepared for work at prestigious universities, all students are enrolled in an A-G pathway for UC/CSU eligibility. A-G is a broad course of study that comprises 15 different courses in English, Math, Science, Social Studies, World Language, Visual and Performing Arts and general electives, which also include Dual Enrollment courses receiving Community College units.