



# Oakland Military Institute, College Preparatory Academy

## Regular Board Meeting

Published on September 11, 2023 at 2:37 PM PDT

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### Date and Time

Thursday September 14, 2023 at 3:45 PM PDT

### Location

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

### Room: B104

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

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

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### Agenda

	Purpose	Presenter	Time
<b>I. Open Session</b>			
<b>II. Opening Items</b>			<b>3:45 PM</b>
<b>A. Roll Call</b>			1 m

	Purpose	Presenter	Time
<b>B.</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.		
<b>C.</b>	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; however, we will also make comment cards available at the podium. 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 members are not permitted 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 <a href="mailto:crodriguez@omiacademy.org">crodriguez@omiacademy.org</a> .		
<b>D.</b>	Ordering of the Agenda		2 m
<b>III.</b>	<b>Approval of Consent Items</b>		<b>3:55 PM</b>
<b>A.</b>	Minutes of August 10, 2023 Regular Meeting	Approve Minutes Carlos Rodriguez	2 m
<b>B.</b>	OMI Bank Account Activity (August 1, 2023 - August 31, 2023)	Jacque Eischens	10 m
<b>C.</b>	Personnel Report	Kathryn Wong	5 m
<b>D.</b>	New Contracts	Jacque Eischens	10 m

	Purpose	Presenter	Time
<b>IV. Student Board Member Report</b>			<b>4:22 PM</b>
<b>A.</b> Cadet Leadership Brief		Jennifer Tran	10 m
<b>V. Superintendent's Update</b>			
Dr. Streshly will provide the OMI Board an update on the following items:			
	<ul style="list-style-type: none"> <li>• Staff/Student recognition</li> <li>• Enrollment and attendance update</li> <li>• Considerations for interest bearing account</li> <li>• Plan to offer employees opportunity to contribute to 403B/457 plans</li> <li>• Considerations for Early College Model adoption</li> </ul>		
<b>VI. Information/Discussion Items</b>			<b>4:32 PM</b>
<b>A.</b> Cashflow Update		Jacque Eischens	10 m
<b>B.</b> BARR/ASG Update		Shawna Lipsey	10 m
<b>C.</b> Consideration of Employee Cost of Living Allowance for 2023-2024 (COLA)		Mary Streshly	10 m
<b>VII. Action Items</b>			<b>5:02 PM</b>
<b>A.</b> Second Reading: Gifts, Grants, and Bequests Board Policy		Mary Streshly	10 m
<b>B.</b> Approve Unaudited Actuals Report		Jacque Eischens	10 m
<b>C.</b> Approve Consolidated Application		Jacque Eischens	10 m
<b>D.</b> Injury and Illness Prevention Program w/ COVID-19 Addendum			
<b>VIII. Board Member Comments</b>			
<b>IX. Closing Items</b>			<b>5:32 PM</b>
<b>A.</b> Adjourn Meeting			1 m

# Coversheet

## Minutes of August 10, 2023 Regular Meeting

**Section:** III. Approval of Consent Items  
**Item:** A. Minutes of August 10, 2023 Regular Meeting  
**Purpose:** Approve Minutes  
**Submitted by:** Carlos Rodriguez  
**Related Material:** Minutes for Regular Board Meeting on August 10, 2023

### BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on August 10, 2023.

### RECOMMENDATION:

The OMI Board of Directors approve the attached minutes for the Regular Board Meeting held on August 10, 2023.



# Oakland Military Institute, College Preparatory Academy

## Minutes

### Regular Board Meeting

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#### Date and Time

Thursday August 10, 2023 at 3:45 PM

#### Location

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

**Room: B104**

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

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#### Directors Present

A. Campbell Washington, D. Clisham, J. Brown, J. Wire, M. Mares

#### Directors Absent

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D. Baldwin, J. Breckenridge

**Guests Present**

15 other in person participants and virtual presenters., C. Rodriguez, J. Eischens, K. Wong, M. Streshly, Ryan Ton, S. Chu, S. Lipsey, T. James

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**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 Aug 10, 2023 at 3:52 PM.

**C. Public Comment**

Public Comment #1: Cecilia Fisher had two minutes to give her public comment. She wanted to speak on the instances that surrounded her May 15th grievance. She mentioned that she was told on May 12th that her contract would not be renewed after being told verbally that she would have a contract. She explained that she was let go due to organizational restructuring. She also explained that she feels like she was retaliated against when she was taken off of the summer school assignment.

Jerry Brown expressed his gratitude for Cecilia Fisher for giving a public comment and he will advise the OMI staff to give a report to the board on her statements.

**D. Ordering of the Agenda**

M. Mares made a motion to keep the order of the agenda as is.

D. Clisham seconded the motion.

Cadet Board Member Ryan Ton also gave a yes to keep the agenda as is.

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

**Roll Call**

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

**II. Approval of Consent Items**

**A. Minutes of June 22, 2023 Regular Meeting**

J. Wire made a motion to approve the minutes from Regular Board Meeting on 06-22-23.  
A. Campbell Washington seconded the motion.  
Cadet Board Member Ryan Ton also gave a yes to approve the minutes for June 22th Board meeting.  
The board **VOTED** to approve the motion.

**Roll Call**

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

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

J. Wire made a motion to approve the OMI Bank Activity For May 1, 2023-August 4, 2023.  
A. Campbell Washington seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

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

**C. Personnel Report**

J. Wire made a motion to Approve the personnel report.  
A. Campbell Washington seconded the motion.  
Marc mares would like for the personnel report to give the transitions for the military staff as well as the civilian staff changes.

Marc Mares and Joseph Wire also would like to have the personnel report to have a vacancy report for any positions that are not yet filled.  
The board **VOTED** to approve the motion.

**Roll Call**

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

**Roll Call**

A. Campbell Washington Aye  
M. Mares Aye

**D. New Contracts**

J. Wire made a motion to approve the new contracts presented to the Board.

A. Campbell Washington seconded the motion.

Marc Mares expressed that he liked that SGT Jose Hernandez was going to be looking over the contracts but he is no longer with the organization. He wanted to know and express that the contracts should be in sets of three bids and the best gets chosen.

Pertaining to the CORE Data Collaborative, Jerry Brown and the OMI staff signed it as part of the Memorandum of Understanding in order to be able to compare growth between OUSD students, CORE District students, and OMI cadets in certain subjects.

Jerry Brown requested that the OMI staff give a brief presentation at the next board meeting about what CORE Data Collaborative is, what they do, and how they will be helping OMI.

Shann Chu explained that he will be giving a presentation on the preliminary results of what CORE can do for OMI in the November Board meeting.

Marc Mares asked about the possible alternatives that were discussed prior to choosing to continue with HOTE. He also asked if the plan of having the after school program transition from CMSgt Thomas James at the helm to Shann Chu and that was confirmed to be correct.

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

**Roll Call**

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

**III. Student Board Member Report**

**A. Report from Cadet Commander Ryan Ton**

Ryan started off by introducing himself as the 4th Brigade Commander for OMI and explained that he serves as the voice for the student body. He expressed his gratitude for allowing him to present in front of the Board.



OMI sent 27 cadets to the annual encampment over the summer in conjunction with the California Cadet Corps (CACCC) and sent another 28 cadets to the annual survival camp. OMI held two entrance camps, one for middle school candidates and one for high school candidates. The first camp had 85 candidates attend and 77 of those candidates passed the camp. The second camp had 106 candidates attend and had 99 candidates pass the camp and given a seat in the school.

Ryan expressed his belief that the "We Are OMI" recruitment video and campaign really helped with the amount of candidates that applied to OMI and were able to pass the camps.

The first orientation day that OMI had for the upcoming and returning students was deemed successful because almost all of the anticipated students came to register with OMI.

Ryan believed that the students were already assimilated to the OMI culture after the entrance camps with the willingness to adapt.

Ryan gave us a breakdown of the upcoming 30 day schedule that included Back to School Night and senior sunrise. He explained that OMI has been working to build the cadet-parent-staff relationship and Back to School Night would really boost that relationship for high parent engagement.

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

##### **A. Management Organizational Chart**

A new activity that OMI staff is pushing for a more accurate daily and weekly attendance figures is to have teachers turn in digital and physical counts of attendance.

At the time of the meeting, OMI had a student body count of 549 and can say that the recruitment effort was successful, roughly a one hundred student gain. The school is fuller but does not feel overcrowded.

In order to meet the stringent goals that are needed for charter renewal, OMI staff decided that more experienced teachers in the classroom was needed. The ten new teachers ranged in experience between 4 and 18 years and the average experience was 7-8 years.

The organizational chart that was displayed showed personnel in certain positions and what those positions entail but Dr. Streshly mentioned that everyone on the chart has mixed responsibilities and they collaborate.

Marc Mares, Joseph Wire, Jacque Eischens and OMI staff will be conducting a monthly meeting together to help in the budget fixing process.

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

### **A. Cashflow Update**

Marc Mares asked what the Florence Velasco Cruz Eriksson payment was for and Dr. Streshly explained that this was our food vendor's name.

Jacque Eischens explained that the cashflow will be in good shape. The chart shown showed the actuals for the July 2023 month and the projections for August to June. She explained that there was an influx of funds given to OMI, some of which will be needed to give back because of the cutting of funding for certain grants. Funds will be taken back monthly as opposed to in full. Other grants were fully paid out.

She expressed that April was going to be a low fund month for OMI because heavier expenses will be occurring. Jacque looks back at the previous two years to project the budget spending in the upcoming months of the current projected fiscal year. The results may vary depending on factors like issuing of late grants.

Marc Mares reiterated from previous meetings that having a bank account that has better interest rates could help OMI make money. Dr. Streshly, CMSgt Thomas James, and Jacque Eischens agreed to work on finding a solution for a better interest rate account.

### **B. After School Program Update**

Marc Mares asked the OMI staff what the parent interest was for the after school program and Dr. Streshly explained that there has been interest and for the time being, someone will be put to have all the students waiting for their siblings in a homework group.

Dr. Korey Sewell and Brian Ware gave a presentation for the board. Dr. Sewell was announced as the founder and CEO of the HOTE program. HOTE is a STEAM program that helps students in an after school format get exposed to the world of technology since 2013. HOTE specializes in expended after school programs that includes tutoring, career explorations, and social emotional learning activities.

Brian Ware started by giving the OMI Board some of the highlights from the previous year and explained that those highlights will continue in the upcoming school year. Highlights included program consistency, engaging students in STEAM activities, and HOTE helped decrease the amount of missing assignments.

Brian showed some of the activities that the after school program helps the students explore their interests like making robots, facing off in esports games, and team building activities. Last year, HOTE introduced intramural sports to their program and helped OMI cadets get the most out of the STEAM and Intramurals aspects of the program.

### **C.**

### **Hybrid Regular Board Meetings**

This was placed on the board agenda for OMI staff to ask for direction from the Board of Directors.

The Hybrid nature of the regular board meetings was brought up earlier in the year for review and was advised to stay as an in person meeting only because of the potential spending on audio equipment. Now, the topic was revisited because meetings are going to be held in B104 instead of Regimental Hall.

If the Board wanted to start hybrid meetings, we would have to decide and begin posting the link in the agenda for public posting 72 hours in advance, per the Brown Act.

The Board of Directors came to a decision to not have hybrid meetings unless there is a special occasion like charter renewal. The OMI staff and the Board of Directors will decide when it is appropriate to have hybrid regular board meetings.

Marc Mares asked if the OMI staff can have a poll as to what they would want, hybrid or no hybrid meeting.

### **D. CCEE x OMI- Conclusion of Engagement**

David Toston began by expressing his gratitude to the OMI Board of Directors for allowing him to give a presentation on the conclusion of engagement between CCEE and OMI.

OMI was the second systemic instructional review that CCEE has made and it gained valuable knowledge from the partnership.

CCEE used data and research gathered from OMI classes to coach teachers. Rocio Gonzalez-Frausto explained that OMI had a great source of support with the monthly professional learning communities that helped the OMI educators to reduce barriers to learning and increase equity. Adoption and implementation of new curriculum and increased focus on community engagement has helped in the implementation of more strategies to help students.

Rocio and David gave OMI a series of recommendations to keep the trend of improvement in the positive direction.

1. Accessing materials in the statewide system in support. These resources would be of no cost to OMI.
2. Programs like the community engagement initiative as well as the multiple tier system of support initiative provide resources to OMI like \$70,000 to strengthen the relationship between OMI and the community.

## **E. First Alarm Contract and Safetight Security**

Along with the transition of the CFO office, Dr. Streshly asked CMSgt Thomas James to look into all the contracts that could be modified for reduced payments.

Ismael Robles helped get several proposals that would help OMI staff find a better contract for security and SafeTight Security was the preferred vendor because of the less expensive figures that would be used. With the transition from First Alarm to SafeTight Security, the annual bill would reduce from \$110,000 to \$21,000.

In the midst of transition, a 30 day notification was sent through certified mail on July 26, 2023 and at the time of the board meeting, 15 days remained. OMI staff have tried to reach out multiple times to notify First Alarm by verbal communication but First Alarm had not responded.

## **F. Initial CAASPP Results**

Shann Chu and Cindy Murphy gave the presentation to the Board of Directors about the initial findings in the CAASPP results.

Cindy noticed that in the RenStar tests given, more students are in the nearly met section of the scoring system and that is a good sign because these students are close to meeting the grade level standards.

The seventh grade graph showed the growth between the previous year and the current grade that these students were in. The eighth grade had similar results in that the students are moving away from the lower standard brackets and moving closer to standard met and exceeded.

Dr. Streshly explained the whole school is a part of pushing towards meeting or exceeding standards but wanted to give praise to Rachel Mahlke, the 11th grade English teacher, for helping bring cadets up in their scores consistently from year to year.

The OMI staff will be administering a summative assessment to establish a baseline in the coming weeks after the August 10, 2023 meeting and in January and the real state test will be at the end of the school year.

## **VI. Action Items**

### **A. First Reading: Gifts, Grants, and Bequests Board Policy**

This was not voted on because it was the first reading of the board policy.

This is a sample policy that the OMI staff was looking for the Board of Directors to review and edit for OMI to accept donations.

Marc Mares asked if the OMI staff can look into different charters to see if they have a similar policy and what their language looks like and the staff obliged. Marc Mares was asked to find samples from different charters and will put them in a pool of other samples found by Dr. Streshly for Board Chairman and legal review.

**B. Revised 2023-2024 Student Handbook**

J. Wire made a motion to approved the revised 2023-2024 Student Handbook.

M. Mares seconded the motion.

A revision that is new to this year's handbook was the phone policy. The phone policy explained that phones were no longer allowed to be used for middle school and some restrictions for high school, especially in the classroom.

The acceptable use policy was also added to the student handbook that explained to the student how to take care of their 1-1 Chromebook and what they could or could not look at on their school-provided computers.

Marc Mares asked to see further revisions to the student handbook and to eliminate aspects of the handbook that were no longer relevant. CMSgt Thomas James agreed and will start giving the cadet leadership a chance to review the document to thin it out. The board **VOTED** to approve the motion.

**Roll Call**

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

**C. LCAP Local Indicators**

A. Campbell Washington made a motion to approve the LCAP Local Indicators.

J. Wire seconded the motion.

The local indicators are what OMI is judged by in addition to dashboard indicators.

These measures have to be presented to the Board and presented in a dashboard so that the public has access.

The gist of the local indicators is getting data from the students about how they feel about the school, the school, teachers and the curriculum tying together, and how to engage the community and how to respond to them.

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

**Roll Call**

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

**VII. Closing Items**

**A. Adjourn Meeting**

A. Campbell Washington made a motion to adjourn the meeting.

D. Clisham seconded the motion.

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

**Roll Call**

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:59 PM.

Respectfully Submitted,

J. Brown

# Coversheet

## OMI Bank Account Activity (August 1, 2023 -August 31, 2023)

**Section:** III. Approval of Consent Items  
**Item:** B. OMI Bank Account Activity (August 1, 2023 -August 31, 2023)  
**Purpose:**  
**Submitted by:** Jacque Eischens  
**Related Material:** Board Report of Checks with payroll.pdf

### BACKGROUND:

Staff recommends ratification of payroll and vendor warrants paid between August 1, 2023 – August 31, 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 August 1, 2023 - August 31, 2023.

## ReqPay12a

## Board Report

Checks Dated 08/01/2023 through 08/31/2023					
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0002916	08/01/2023	Amazon Capital Services	62-4300		5,257.34
0002917	08/01/2023	Discovery Education, Inc.	62-4100	3,150.00	
			62-5840	1,700.00	4,850.00
0002918	08/01/2023	Mobile Modular	62-5610		1,098.37
0002919	08/01/2023	MRC Smart Tech Solutions	62-9501		2,032.43
0002920	08/01/2023	Oakland Enrolls	62-5840		11,470.00
0002921	08/03/2023	Discovery Education, Inc.	62-4300		4,630.50
0002922	08/03/2023	Zoom Janitorial Service Inc	62-5500		11,500.00
0002923	08/03/2023	Aeries Software	62-5840		3,948.96
0002924	08/03/2023	Alliance Member Services	62-5400		6,438.44
0002925	08/03/2023	Amazon Capital Services	62-4300		36.21
0002926	08/03/2023	BoardOnTrack, Inc	62-5800		5,995.00
0002927	08/03/2023	Brady Industries	62-4300		3,816.99
0002928	08/03/2023	CDW-G	62-4300	22,855.86	
			62-4400	2,109.00	
			62-4401	73,358.20	98,323.06
0002929	08/03/2023	Charter Schools Development Center	62-5300		1,368.00
0002930	08/03/2023	ECOLAB	62-5500		180.72
0002931	08/03/2023	InterWest Services LLC	62-5400		3,850.00
0002932	08/03/2023	Louis Educational Concepts LLC	62-4300		1,091.35
0002933	08/03/2023	Marin IT	62-4401		23,302.22
0002934	08/03/2023	Mark A Basnage	62-5800		11,850.00
0002935	08/03/2023	Mobile Modular	62-5610		12,262.42
0002936	08/03/2023	MVP Sports & Rec , Inc	62-9501		160.59
0002937	08/03/2023	Oakland Unified School District	Reissued		32,500.00 *
	Reissued on 08/03/2023				
0002938	08/03/2023	PG&E	62-5510		10,489.62
0002939	08/03/2023	Rajashanea Everett	Reissued		3,578.22 *
	Reissued on 08/03/2023				
0002940	08/03/2023	Red Tomatoes Org	62-9501		228.00
0002941	08/03/2023	Republic Indemnity	Reissued		8,757.40 *
	Reissued on 08/15/2023				
0002942	08/03/2023	schoolAbility, LLC	62-5800		18,646.35
0002943	08/03/2023	TeamLogic IT of Mountain View	Reissued		1,100.00 *
	Reissued on 08/31/2023				
0002944	08/03/2023	Waste Management of Alameda County	62-5530		3,394.03
0002945	08/04/2023	Amazon Capital Services	62-4300		221.38
0002946	08/04/2023	EBMUD Payment Center	Reissued		747.42 *
	Reissued on 08/14/2023				
0002947	08/04/2023	Houghton Mifflin Harcourt Pub	62-5840		60,658.18
0002948	08/04/2023	Kaiser Foundation Health Plan	62-9551		92,190.37
0002949	08/04/2023	Quadient Leasing USA, Inc	62-5620	358.36	
			62-9501	1,004.59	1,362.95
0002950	08/04/2023	San Francisco Elevator Service s	62-5500		2,848.56
0002951	08/04/2023	ULINE	62-4300		1,182.84
0002952	08/04/2023	Advanced Elevator Solutions	62-5620	127.10	

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.



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## ReqPay12a

## Board Report

Checks Dated 08/01/2023 through 08/31/2023					
Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0002952	08/04/2023	Advanced Elevator Solutions	62-9501	3,451.12	3,578.22
0002953	08/04/2023	Amazon Capital Services	62-4300		11.03
0002954	08/04/2023	Brady Industries	62-4300		64.98
0002955	08/04/2023	EBMUD Payment Center	Reissued		447.01 *
	Reissued on 08/14/2023				
0002956	08/04/2023	Oakland USD ATTN: Accounting M.Co/T.Truong	62-5610	32,500.00	
			62-5890	58,844.00	91,344.00
0002957	08/04/2023	Rajashanea Everett	62-5800		2,100.00
0002962	08/11/2023	Amazon Capital Services	62-4300		2,460.87
0002963	08/11/2023	BorderLan, Inc	62-5840		5,719.50
0002964	08/11/2023	Brady Industries	62-4300	609.12	
			62-9501	211.68	820.80
0002965	08/11/2023	CDW-G	62-4401		7,568.99
0002966	08/11/2023	CLA Connect	62-9501		1,575.00
0002967	08/11/2023	Durham School Services	62-9501		34.12
0002968	08/11/2023	ECOLAB	62-5500		180.72
0002969	08/11/2023	Grainger	62-5600		1,058.29
0002970	08/11/2023	Home Depot Credit Services	62-5600	2,808.76	
			62-9501	2,125.59	4,934.35
0002971	08/11/2023	Marin IT	62-4401		145.00
0002972	08/11/2023	Mobile Modular	62-5610		12,729.10
0002973	08/11/2023	schoolAbility, LLC	62-5800		20,000.00
0002974	08/11/2023	Wex Bank	62-4340	197.48	
			62-5880	175.41	372.89
0002975	08/11/2023	Bessie L. Arnold	62-5880	8,039.28	
			62-9501	11,229.13	19,268.41
0002976	08/11/2023	Wex Bank	62-4340	917.77	
			62-5880	85.26	1,003.03
0002977	08/11/2023	Noyolas Hauling	62-5800		1,570.00
0002978	08/11/2023	Tariq Alroani	62-9501		203.74
0002979	08/11/2023	Sabor Latino 17	62-4320		935.55
0002980	08/16/2023	Redwood Glen	62-5800		502.50
0002981	08/16/2023	Relay, Inc	62-9501		368.10
0002982	08/16/2023	Republic Indemnity CO of America	62-9536		8,757.40
0002983	08/16/2023	EBMUD Payment Center	62-5520	447.01	
			62-9501	747.42	1,194.43
0002984	08/18/2023	Alliance Member Services	62-5400		9,702.06
0002985	08/18/2023	AT&T	62-5900		826.79
0002986	08/18/2023	Blaisdells	62-4300		2,072.26
0002987	08/18/2023	CDW-G	Reissued		1,418.87 *
	Reissued on 08/18/2023				
0002988	08/18/2023	Creation Engine, Inc.	62-5840		2,650.00
0002989	08/18/2023	First Alarm	62-5500		165.38
0002990	08/18/2023	Leadership Excellence & Dev	62-5800		4,200.00
0002991	08/18/2023	Mobile Modular	62-5610		12,729.10
0002992	08/18/2023	Molly Schmidt Consulting Group	62-5800		1,837.50

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.



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**ReqPay12a**

**Board Report**

**Checks Dated 08/01/2023 through 08/31/2023**

Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
0002993	08/18/2023	Red Tomatoes Org	62-5800		988.00
0002994	08/18/2023	First Alarm	62-5500		303.19
0002995	08/18/2023	Savvas Learning Co LLC	62-4100		10,562.54
0002996	08/18/2023	Swing Education Inc.	Reissued		210.00 *
Reissued on 08/18/2023					
0002997	08/18/2023	The Advantage Group	62-5800	187.85	
			62-9501	385.20	573.05
0002998	08/18/2023	The Hartford	62-5400		12,737.50
0002999	08/18/2023	Verizon	62-5900		964.61
0003000	08/18/2023	Young, Minney & Corr,LLP	62-5800		4,910.00
0003001	08/18/2023	CDW-G	62-4300		1,418.87
0003002	08/18/2023	Swing Education Inc.	62-5100		210.00
0003003	08/18/2023	Dieu Ngoc Truong	62-5800		1,426.00
0003004	08/18/2023	EBMUD Payment Center	62-5520	644.99	
			62-9501	620.92	1,265.91
0003005	08/18/2023	Johnny Sheng Wu	62-5800		1,219.00
0003006	08/18/2023	Mark A Basnage	62-5800		11,100.00
0003007	08/18/2023	Relay, Inc	62-5900		1,539.34
0003008	08/18/2023	SafeTight Security LLC	62-5600		44,000.00
0003009	08/23/2023	Mid-County Officials Network	62-5800		1,644.00
0003010	08/23/2023	Amazon Capital Services	62-4300		2,397.24
0003011	08/23/2023	CDW-G	62-4300		1,595.70
0003012	08/23/2023	AMS.Net,Inc	62-4401		8,236.65
0003013	08/23/2023	BorderLan,Inc	62-5840		2,627.25
0003014	08/23/2023	Discovery Education, Inc.	62-4100		48,077.00
0003015	08/23/2023	ECOLAB	62-5500		180.72
0003016	08/23/2023	Local Dumpster Rental, LLC	62-9501		1,395.00
0003017	08/23/2023	Redwood Glen	62-5800		2,317.50
0003021	08/29/2023	Dominic Cacioppo	62-5810		2,730.00
0003022	08/29/2023	Florence Velasco Cruz Eriksson	62-4700		26,825.00
0003023	08/29/2023	Mobile Modular	62-5610		1,098.37
0003024	08/29/2023	PG&E	62-5510		13,242.60
0003025	08/29/2023	Sammy Enriquez c/o OMIA	62-5800		6,048.00
0003026	08/29/2023	TCI	62-5840		27,298.15
0003027	08/29/2023	Scenario Learning, LLC DBA Vector Solutions	62-5800		1,200.00
VCH-0000041	08/17/2023	U.S. Bank	Cancelled		60.00 *
Cancelled on 08/17/2023					
			<b>Total Number of Checks</b>	<b>106</b>	<b>916,319.10</b>

	Count	Amount
Cancel	1	60.00
Reissue	8	48,758.92
Net Issue		867,500.18

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
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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.



**ReqPay12a**

**Board Report**

**Checks Dated 08/01/2023 through 08/31/2023**

Check Number	Check Date	Pay to the Order of	Fd-Objt	Expensed Amount	Check Amount
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**Fund Recap**

Fund	Description	Check Count	Expensed Amount
62	Charter Fund	97	867,500.18
	Total Number of Checks	<b>105</b>	867,500.18
	Less Unpaid Tax Liability		.00
	<b>Net (Check Amount)</b>		<b>867,500.18</b>

Salaries 452,002.87  
 Benefits 147,643.91  
 Total 572,646.78

Total Disbursements: 1,440,146.96

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 4 of 4

# Coversheet

## Personnel Report

**Section:** III. Approval of Consent Items  
**Item:** C. Personnel Report  
**Purpose:**  
**Submitted by:** Kathryn Wong  
**Related Material:** Staff Changes - September 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 August 10, 2023.

### RECOMMENDATION:

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

<b>Oakland Military Institute (OMI) College Preparatory Academy School Staff as of September 1, 2023</b>			
<b>New Hire:</b>			<b>FTE</b>
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>	
Arens	Dawn	Spanish Teacher	1
<b>Morris (SPC)</b>	<b>Raphael</b>	<b>Assistant Support NCO (E-4)</b>	
<b>Delgadillo (SFC)</b>	<b>Joseph</b>	<b>Supply/Finance NCO (E-6)</b>	
<b>Neal (SSG)</b>	<b>Grant</b>	<b>TAC NCO (E-6)</b>	
<b>Paoletti (2LT)</b>	<b>Nicolas</b>	<b>Chief of Operations (O-1)</b>	
<b>Johnson (SSG)</b>	<b>James</b>	<b>TAC NCO (E-6)</b>	
<b>Salazar (LTC)</b>	<b>Vincent</b>	<b>Comptroller (O-5) Temp</b>	
<b>Transfers:</b>			
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>	
<b>Alexander (SSgt)</b>	<b>Yul</b>	<b>Support Specialist (E-4)</b>	
<b>Promotion:</b>			
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>	
<b>Separations:</b>			
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>	
Napier	Terry	Campus Monitor	1
<b>Teacher/Staff/Military Staff Vacancies:</b>			
SPED Teacher			1
Campus Monitor			1

# Coversheet

## New Contracts

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

**Item:** D. New Contracts

**Purpose:**

**Submitted by:** Thomas James

**Related Material:**

CORE ADDENDUM 8-21-2023.pdf

OMI Food Service Agreement October 1,2023 through May 30, 2024.pdf

Vector Solutions 8\_18\_2023.pdf

2023 OMI MOU\_COsig.pdf

Oakland Military Academy Teacher Induction MOU 23-24 (1) (1) (1) (1).pdf

Niche Service Agreement - Oakland Military Institute.docx.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: CORE Addendum

Contract #2: Food Program

Contract #3: Vector Solutions

Contract #4: Coast Guard MOU

Contract #5: Sacramento County Of Education MOU

Contract #6: Niche

### 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.



## Addendum #1 to Agreement W24-001 between CORE and Oakland Military Institute College Preparatory Academy

This Addendum dated July 20, 2023, to the Agreement for Services between Consortium on Reaching Excellence in Education (CORE), and Oakland Military Institute College Preparatory Academy, dated April 28, 2023, modifies the original agreement.

The following changes have been made to Exhibit A Scope of Work No W24-001 of the aforementioned Agreement:

**Revised contract**

- Add 10 days of Math site implementation support

**Cost adjustment**

⇒ Original Contract Cost:	\$145,500.00
⇒ Addendum #1 Cost Adjustment:	<b><u>\$ 37,000.00</u></b>
Total New Contract Cost:	\$182,500.00

No other terms, conditions or changes to Scope of Work are included in this Addendum #1, and all other original terms, conditions and description Scope of Work are in full force.

CORE	Oakland Military Institute College Preparatory Academy
<b>Signature:</b> 	<b>Signature:</b> 
<b>Name:</b> Robert Sheffield	<b>Name:</b> Dr. Mary E. Streshly
<b>Title:</b> President	<b>Title:</b> Superintendent
<b>Date:</b> 7/20/2023	<b>Date:</b> 8/21/2023

## **FOOD SERVICE AGREEMENT**

This Food Service Agreement (“Agreement”) is entered into by and between Flo’s Friendly Foods (“Contractor”) and Oakland Military Institute (“School”). The Parties may be referred to collectively in this Agreement as “Parties” or singularly as a “Party.” This Agreement is effective from October 1,2023 through May 24, 2024.

WHEREAS, Contractor wishes to provide and is capable of providing lunch meals and food products for consumption by the students of the School for the School’s 2023 - 2024 lunch Program (the “Services”); and

WHEREAS, School wishes Contractor to provide Services;

NOW, THEREFORE, the Parties agree as follows

### **ARTICLE 1: TERM OF AGREEMENT**

This Agreement shall be effective for the 23-24 Lunch Program at the School. The School grants Contractor the exclusive right to continue to provide Services to the students of the School on regular school days when Oakland Military Institutes Lunch Program is in session between October 1,2023 through May 24, 2024. The school agrees to provide Contractor advance notice of days in session. Contractor will attach to Agreement the time frame for daily delivery of lunch meals and food products.

### **ARTICLE 2: FACILITIES AND EQUIPMENT**

The School shall not incur any costs associated with the Contractor’s delivery of meals to the lunch program, including equipment and food purchases.

### **ARTICLE 3: SERVICES PROVIDED BY CONTRACTOR**

(A) The Services to be provided by Contractor are all those necessary for the provision of lunch to the School on regular school days for the 23-24 Lunch Program at the School, including: delivering nutritious meals that are freshly prepared and compliant with the National School Lunch Program standards and will directly invoice the School for Services provided. The Contractor will timely deliver prepared meals to the School at 3877 Lusk Street Oakland, CA. The Parties shall discuss and mutually agree upon the food and beverages to be served.



(B) Contractor acknowledges that many children are allergic to nuts and will therefore not provide nuts or peanuts in menus. Contractor will use only vegetable oils in the preparation of food.

(C) The School may provide written notice to Contractor of other products to which a significant number of the school population is allergic, in which case Contractor will not provide such ingredients in meals.

(D) School shall have the option to request from Contractor the sale of lunch meals to faculty and staff for the duration of the 23-24 Lunch Program at the School.

(E) School will be invoiced on a biweekly basis every 15th and the end of the month payment is due within 7 days from invoice date.

#### **ARTICLE 4: COMPENSATION AND PRICING**

Per Student

Lunch \$5.00

Breakfast \$3.50

Snack \$.98

Utensils and condiment supplies to perform this service will be supplied by: Flo's Friendly Foods

Minimum order of 400 lunches and 200 breakfasts

#### **ARTICLE 5: WARRANTY OF COMPETENCE**

Contractor warrants that it will perform its obligations under this Agreement in accordance with the highest professional standards of an expert in the food service industry, and that the personnel it provides under this Agreement shall be fully qualified and competent to perform under this Agreement. Contractor personnel shall at all times while performing the Services be neat, clean, and appropriately dressed, and shall conduct themselves in a manner compatible with the students and staff of the School.

#### **ARTICLE 6: INDEMNIFICATION/HOLD HARMLESS**

Contractor agrees that it will defend, indemnify, and hold School harmless from and against any loss, cost, expense, claim, or cause of action arising out of or relating to the provision of the Services by Contractor pursuant to this Agreement, including but not limited to, all personal injury claims of Contractor's employees regardless of whether or not caused by Contractor, and any and all other personal injury or property damage claims, by whomever brought, caused by Contractor, its agents, or employees. School

shall have the right to select or approve legal counsel, and Contractor shall reimburse School for attorney's fees as incurred.

## **ARTICLE 7: INSURANCE**

(A) Each party shall maintain Workers' Compensation Insurance coverage as required by California State Law.

(B) Contractor shall keep the School insured against any claim for personal injury or proper damage. Said insurance shall have liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

(C) If Contractor, or its contractors, agents, or employees will bring vehicles on the School's premises, Contractor shall have and maintain comprehensive automobile liability insurance covering liability arising out of any such vehicle (owned, hired, or non-owned) brought onto the School's premises by Contractor, or its contractors, agents, or employees, providing, at a minimum, a single limit of \$100,000/person and \$300,00/accident.

(D) The term of this Contract shall not commence until Contractor has delivered to the School a certificate from an insurance carrier naming Oakland Military Institute as additional insured to evidence the coverage required by this section. Such insurance certificate shall contain an endorsement requiring 30 days' written notice from the insurance company to the School before cancellation or change in the coverage, scope, or amount of the policy.

## **ARTICLE 8: CONTRACTOR RESPONSIBILITIES**

(A) Each employee of Contractor or any subcontractor providing Services on School premises will submit to a criminal background check (including submission of fingerprints). Contractor will provide School written results of background check and TB risk assessment for each employee prior to that employee's physical presence on School campus. Contractor will comply with the criminal background check sections of Education Code section 45125.1. Contractor is responsible for ensuring that no employee or subcontractor working at School has a communicable disease that would put student's health or safety at risk.

(B) Contractor shall provide system to be used by School parents in order to purchase meals directly from Contractor. Contractor will further provide information regarding, but not limited to, nutrition education, ingredient information upon request, and industry-specific knowledge. (C) Contractor shall maintain the appropriate state and local health certifications for their facility and will package, deliver, and serve meals in accordance with the food safety guidelines of the appropriate governing health departments. Contractor

shall maintain all necessary records on the nutritional components and quantities of meals served at School and make said records available for inspection by State and Federal authorities upon request. (D) Contractor shall prepare, deliver, and serve lunch meals to School that comply with the nutrition standards established by the United States Department of Agriculture (USDA).

(E) Contractor shall be responsible for care and condition of lunch meals until they are delivered to School, and as they are served, including providing delivery and service equipment necessary to deliver and serve lunch meals in accordance with the food safety guidelines of the appropriate governing health departments.

(F) Delivery scheduled is as follows:

- **Contractor will deliver breakfast before the day before it is to be served or up to 0700 the day of service.**
- **Contractor will deliver lunch and snack before 1000 ready to serve the day of service or the day before it is to be served - Contractor will deliver before 1500 the day before service for colds and field trip lunches**

(H) Contractor will provide a limited quantity of extra lunch meals and will use historical sales data to determine this quantity. Contractor will keep a limited quantity of non-perishable lunch items on hand.

## **ARTICLE 9: NOTICES**

All notices or other communications provided for by this Agreement shall be in writing and shall be deemed properly given when delivered personally, sent by courier, fax, electronic mail, registered mail, or certified mail, postage prepaid, return receipt requested, addressed to the Party concerned at the address indicated below or to such other address as such Party may subsequently give notice of hereunder in writing:

To School:

**Oakland Military Institute**  
**Attention: SFC Joseph Delgadillo**  
**3877 Lusk Street Oakland, CA.**  
**94609 Voice: 510-594-3957**  
**Email: [jdelgadillo@omiacademy.org](mailto:jdelgadillo@omiacademy.org)**

To Contractor: **Flo's Friendly Foods**

6232 La Salle Avenue Suite E  
Oakland CA 94611  
Attention: Florence Eriksson  
Voice: (415) 244-3234  
Email: florence@flosfriendlyfoods.com

Any notice delivered personally or by courier under this Article 9 shall be deemed given on the date delivered, and any notice sent by electronic mail, registered mail, or certified mail, postage prepaid, return receipt requested, shall be deemed given on the date emailed or mailed.

#### **ARTICLE 10: FORCE MAJEURE**

- (A) Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitutes default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
- (B) Force majeure does not include any of the following occurrences:
  - 1. Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence.
  - 2. Inability of either Contractor or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits
- (C) If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or email, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so.
- (D) Any delay or failure in performance by either party caused by natural force majeure shall not constitute default, not give rise to any claim for damages or loss of anticipated profits.

**ARTICLE 11: DEFAULT**

(A) Should either Contractor or the School fail to perform any term or provision of this Contract, written notice of default must be given to the non-performing party within ten (10) business days;

(B) Upon receiving written notice of default, the non-performing party has up to ten (10) business days to cure the default or risk termination of the Contract immediately.

(C) The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**ARTICLE 12: INTERPRETATION**

(A) Governing Law/Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding the choice of law rules of said state.

(B) Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(C) Binding Arbitration Agreement: Contractor agrees to submit any dispute including, but not necessarily limited to negligence, contract or statutory, Contractor has with the School that may otherwise lead to legal action, first to the School's Head of School, and if not satisfied, then and only then to binding arbitration that will be handled according to the rules and guidelines of the State of California.

(D) Terms and Termination of Agreement: Either party may terminate this Agreement at any time, without cause, by providing ten (30) days prior written notice to the other Party of such termination; provided, however, that School may terminate this Agreement by providing thirty (30) days prior written notice to Contractor in the event that Contractor breaches any of its obligations under this Agreement.

**ARTICLE 13: ACCEPTANCE AND EFFECTIVE DATE**

This Agreement shall become effective upon execution by a duty authorized representative of School and by a duty authorized officer of Contractor. Each of the persons signing below represents and warrants that he/she has the authority for the Party for whom he/she signs.

Each Party has full power and authority to enter into and perform under this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

**Flo's Friendly Foods**

Signed: \_\_\_\_\_ Date:  
Florence Eriksson, Owner

**Oakland Military Institute**

Signed: \_\_\_\_\_ Date:  
Dr. Mary Streshly, Superintendent



## Scenario Learning, LLC Agreement Schedule A

**Date:** Friday, August 18, 2023

### Client Information

<b>Client Name:</b> Oakland Military Academy	
<b>Address:</b> 3877 Lusk Street Oakland, 94608	
<b>Primary Contact Name:</b> Mary Streshly	<b>Primary Contact Phone:</b> 510-594-3900

### Agreement Term

<b>Effective Date:</b> 09/01/2023	<b>Initial Term:</b> 12 months
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### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Kathryn Wong		
<b>Billing Address:</b> 3877 Lusk Street Oakland, California 94608		<b>Billing Phone:</b> 5105943946
		<b>Billing Email:</b> kwong@omiacademy.org
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

### Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
SLSST	Vector Training, Employee Safety and Compliance Library	pricing for SST for 80 users	80	\$15.00	\$1,200.00

Annual Total: \$1,200.00

### One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

**Grand Total (including Annual and One-Time): \$1,200.00**

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

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

Printed Name: Felicity Spicer

Title: Director of Sales

Date: 8/18/2023

**Address for Notices:**

4890 W. Kennedy Blvd., Suite 300

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

Printed Name: Dr. Mary Streshly

Title: Superintendent

Date: 8/20/2023

3877 Lusk Street



Tampa, FL 33609

Oakland, 94608

## VECTOR SOLUTIONS EDUCATION SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the “Agreement”), effective as of the date noted in the attached Schedule A (the “Effective Date”), is by and between Scenario Learning, LLC, d/b/a Vector Solutions, (“We/Us”) an Ohio limited liability company, and the undersigned customer (“You/Your”), (each a “Party” or “Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service (“**Services**”):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification and unless otherwise provided in Schedule A as a “site specific” authorization, We authorize access and use on a “one user per one authorization basis” and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Changes to the Services. We reserve the right, in our discretion, to replace, substitute, update or upgrade (collectively, “Change”) any of the Services that are necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, we may also provide you with Changes to the Services that We make generally available to our other customers. All Changes to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties’ execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users’ compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A “**Named User**” is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year (“Term”) of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

### 3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. **Suspension of Service.** If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [logousage@vectorsolutions.com](mailto:logousage@vectorsolutions.com).

## 5. TERM, TERMINATION, AND NOTICE.

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "Initial Term") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## 6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

We make no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence bullying, or hazing from occurring, or that the Services will not offend some who use it. We will not be responsible for any costs, legal fees, or damages resulting from any claim made against You by anyone who uses the Services.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

**7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE**

**ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

**8. OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person. If you are a public entity, then Your indemnification obligation shall apply only to the extent not prohibited by applicable law.

**9. CONFIDENTIALITY.**

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

Further, the above confidentiality provisions shall apply only to the extent permissible under applicable law and subject to applicable Open Records Laws and Freedom of Information Acts.

**10. MISCELLANEOUS.**

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing

goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the services or this agreement hereto even if dated later than the effective date of this Agreement.

## SPECIAL TERMS AND CONDITIONS

### **CALIFORNIA CONSUMER PRIVACY ACT**

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You. **FAMILY EDUCATIONAL RIGHTS**

**AND PRIVACY ACT.** If You are subject to the Family Educational Rights and Privacy Act (“FERPA”), then the following shall apply:

Both Parties are subject to FERPA and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) We agree to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any Party, including a “school official” who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student’s use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, We may not re-disclose the information to any third -party without prior written consent from the student and Named User. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

**CHILDREN’S ONLINE PRIVACY PROTECTION ACT.** If a Named User is under thirteen (13) years of age, then the following shall apply:

1. The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User’s personal information as such information is defined under the Children’s Online Privacy Protection Rule (“COPPA”), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child’s image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, “COPPA Personally Identifiable Information” or “COPPA PII”), such PII shall be subject to the provisions of COPPA.

2. Each party represents and warrants that to the extent such Party’s own activities in furtherance of this Agreement are subject to the provisions of COPPA, such Party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

3. We shall make commercially reasonable efforts to keep COPPA PII confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.

4. We shall make no commercial use of PII collected on Your behalf other than for educational and safety purposes and shall use PII solely for Your benefit. We shall provide to You notices required by COPPA regarding Our practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. We shall rely on You to obtain verifiable consent from a parent or guardian (collectively, “Parent”) of each Named User under the age of 13, registered in association with You (“Verifiable Consent”) to use the Services.

5. You shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to You by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government-issued identification against databases of such information, provided You delete Parent’s identification promptly following the completion of the verification; or (f) sending an email coupled with additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent’s address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.

6. In the event a Parent requests to exercise such Parent’s right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent’s child, You shall relay such request to Us without unreasonable delay following Your successful verification that the requester is the Named User’s Parent.

7. We shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User’s Parent and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

## SERVICE SPECIFIC TERMS AND CONDITIONS

### A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services (“EHS Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. An **“EHS Active Employee”** is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.

2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

### **B. Vector Evaluations+ Services.**

**This Section B. contains service specific terms and conditions that will apply only if You are purchasing Vector Evaluations+ Software as a Service in Schedule A. Otherwise, the following terms will not apply to You.**

1. Access and Use. We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as “Evals+ Services”). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. Data Storage Fees. Evaluations+ Service includes up to 10GB of data storage for Your data. If You use storage above 10GB, You agree to pay Us for the extra storage used, based on the rate indicated in the Schedule A. Fees for additional storage will apply beginning on the month the additional storage is used, and accrue monthly.
4. Your Content. You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
5. Third-Party Content. You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
6. Effect of Termination. You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

### **C. Vector WorkSafe Services and Vector LiveSafe Services**

**This Section C. contains service specific terms and conditions that will apply only if You are purchasing Vector WorkSafe Services or Vector LiveSafe Services (collectively “LiveSafe Services”) in Schedule A. Otherwise, the following terms will not apply to You.**

1. Authorized Users. **Authorized Users** interchangeably may be referred to as “Named Users” means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .



2. Your Responsibilities. You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. Your Data. You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of the Your Data in Our possession.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning , LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

Oakland Military Academy  
3877 Lusk Street  
Oakland, 94608

By:  Felicity Spicer

By:  Mary Streshly

Printed Name: Felicity Spicer

Printed Name: Dr. Mary Streshly

Title: Director of Sales

Title: Superintendent

Date: 8/18/2023

Date: 8/20/2023

## MEMORANDUM OF UNDERSTANDING/AGREEMENT

### BETWEEN

The UNITED STATES COAST GUARD

### AND

The OAKLAND MILITARY INSTITUTE

### REGARDING USE OF FACILITIES TO PERFORM PHYSICAL FITNESS ACTIVITIES

- 1. PARTIES.** The parties to this Agreement are the United States Coast Guard and the Oakland Military Institute, located in Oakland, California.
- 2. AUTHORITY.** This Agreement is authorized under the provisions of 14 U.S.C. §§ 504, 701; 42 U.S.C. §§ 12501, *et seq.*; Cal. Ed. C. §§33306, 33350, 35160, 35161; Coast Guard Civil Rights Manual, COMDTINST M5350.4E, Chapter 4 (Establishing policy for implementing the National Partnership in Education Program); United States Coast Guard Diversity & Inclusion Action Plan 2019-2023 (ALCOAST 252/20).
- 3. PURPOSE.** The purpose of this Agreement is to set forth terms of mutual cooperation by which the *OAKLAND MILITARY INSTITUTE* will partner with the *UNITED STATES COAST GUARD* (herein referred to as *COAST GUARD*) to fulfill the educational and physical fitness needs of its student body while introducing the cadets to *COAST GUARD* missions, members and opportunities for military service.
- 4. BACKGROUND.** The OAKLAND MILITARY INSTITUTE (OMI) is a public college preparatory academy founded in 2001 by then Oakland Mayor Jerry Brown and funded by the State of California. It is located at 3877 Lusk Street in Northwest Oakland and its student body represents a variety of diverse cultures and backgrounds (approximately 53% Hispanic, 18.8% African American, 18.6 % Asian, 4.2% Caucasian, and 5% of other including Native Americans, Pacific Islander, multi-racial, etc.). The Mission of *OMI* is to provide a structured and rigorous academic program where cadets develop as leaders, scholars, critical thinkers and citizens. Through a military framework, the school inspires honor and pride within its cadets, cultivating life-long respect, confidence, physical fitness, wellness and appreciation for others. Upon graduation, cadets will have completed the A-G requirements for admission to the Cal-State and University of California College school systems as well as top private and public universities nation-wide. One of the tenets of *OMI* is to help its cadets achieve a maximum level of personal fitness and wellness. Aquatics instruction is an integral part of second physical education courses. Unfortunately, *OMI* does not own a swimming pool at which to teach cadets to swim, nor does it have any sports or recreational facilities such as an indoor sports court to facilitate its interscholastic sporting competitions (e.g., volleyball, basketball). Another tenet of *OMI* is the development of leadership in its

## MEMORANDUM OF AGREEMENT FOR U.S. COAST GUARD & OMI

cadets. Formal classroom and field leadership training and exercises are part of the curriculum of the school. *OMI* desires to provide its cadets with opportunities to visit and conduct leadership training aboard military bases with the support of military personnel and base resources.

### 5. RESPONSIBILITIES.

#### A. *OAKLAND MILITARY INSTITUTE*:

1. Shall arrange for base access via Base Alameda's Officer of the Day (OOD) or Security Division or a Sponsoring Coast Guard unit.
2. Shall provide to the above-mentioned individual(s) at least 24 hours prior to the planned base access the following:
  - a) The name and cellular telephone contact information of the lead chaperone.
  - b) The full names of students, instructors, chaperones and expected sporting event spectators.
  - c) Estimated time of arrival/departure to/from CG Base Alameda.
  - d) During COVID protocols, responsible for providing to Base Security proof of vaccination status or proof of a recent negative COVID test (w/in 3 days of visit) prior to Base entry.
3. Shall be responsible for ensuring compliance with all applicable state and federal laws and regulations as well as Base Alameda instructions/policies regarding standards of conduct, emergency procedures (e.g., earthquake, EMS) and base access (valid driver's license, registration and insurance for vehicles).
4. Shall ensure zero use policy of alcohol/drugs while on Coast Guard Island. Any person/vehicle occupants suspected to be under the influence of alcohol/drugs will not be permitted access to Coast Guard Island and may be subject to Base banishment. necessary by Coast Guard personnel.
5. Shall ensure all students, instructors, chaperones and spectators are aware of and utilize only those areas permitted (enclosure 1).
6. Shall ensure its representatives and participants comply with the requests and directions of the COAST GUARD safety and security personnel while onboard Base Alameda.
7. Shall designate and provide qualified adults to supervise students at all times while on Coast Guard Island.
8. Shall conduct a safety brief before every cadet activity contemplated in this Agreement.
9. Shall immediately notify the *COAST GUARD* of any hazardous conditions noticed or problems encountered via Base Alameda's OOD, Security Division or the office of Base Alameda's Commanding Officer.
10. Shall fully cooperate with the *COAST GUARD* or its representatives in the event the *COAST GUARD* determines an administrative/criminal investigation is warranted into events transpiring from the execution of this agreement.

## MEMORANDUM OF AGREEMENT FOR U.S. COAST GUARD & OMI

11. Shall designate and provide at least one individual to serve as an on-site safety supervisor at all times *OMI* cadets are onboard Base Alameda.
12. Shall provide a certificate of liability insurance for no less than \$10,000,000 naming the United States, the United States Coast Guard and all of their employees, agents, contractors and members as additional insureds, and shall indemnify and hold harmless the United States, the United States Coast Guard, their employees, agents, contractors and members from all losses of whatever nature arising from the activities contemplated in this Agreement; and shall obtain and provide to the *COAST GUARD* written releases and liability waivers to the same effect from the parent or legal guardian of each *OMI* cadet before allowing that cadet to engage in the activities contemplated by this Agreement.

b. *COAST GUARD*:

1. Shall determine the times and dates available for *OAKLAND MILITARY INSTITUTE*'s utilization of Base Alameda's facilities and provide details of such availability.
2. Shall designate a point of contact(s) for scheduling *OAKLAND MILITARY INSTITUTE*'s base access and utilization of Base Alameda's facilities.
3. Shall minimize the potential risks to human life and property by providing *COAST GUARD* representative to disseminate information regarding *COAST GUARD* emergency procedures (EMS, earthquake, other natural disasters).
4. Shall notify *OAKLAND MILITARY INSTITUTE*'s designated point of contact of facility closures or periods of unavailability at the earliest time reasonably practicable.
5. Shall provide, at its sole discretion, volunteer Coast Guardsmen to serve as assistant instructors, chaperones, and additional safety observers when requested by *OAKLAND MILITARY INSTITUTE*, as available, and subject to Coast Guard mission commitments.
6. Shall put forth its best efforts to collaborate *with OAKLAND MILITARY INSTITUTE* to develop a productive Partnership in Education program that is beneficial to the student body, the *COAST GUARD* and the local community as a whole.

## MEMORANDUM OF AGREEMENT FOR U.S. COAST GUARD & OMI

### 6. POINTS OF CONTACT.

a. *COAST GUARD*

CAPT Jacqueline Leverich - Base Alameda Commanding Officer

Phone: (510) 437-3173

E-mail: [jacqueline.m.leverich@uscg.mil](mailto:jacqueline.m.leverich@uscg.mil)

CG Base Alameda, Bldg 21

Coast Guard Island Alameda, CA 94501

b. *OAKLAND MILITARY INSTITUTE*

Dr. Mary Streshly - Superintendent

Phone: (510) 594-3992

E-mail: [mstreshly@omiacademy.org](mailto:mstreshly@omiacademy.org)

Oakland Military Institute

3877 Lusk Street Oakland, CA

c. COAST GUARD LIASION TO OAKLAND MILITARY INSTITUTE

Chief Warrant Officer Sheldon Williams

Phone: (510) 437-5746 Cell: (914) 882-1786

E-mail: [sheldon.williams@uscg.mil](mailto:sheldon.williams@uscg.mil)

d. Base Alameda Officer Of the Day (OOD)

Phone: (510) 453-6903

e. Base Alameda Front Gate

Phone: (510) 437-3333

EMERGENCY CONTACT: 911

f. Base Alameda Security Chief

Phone: (510) 437-3156

7. **SEVERABILITY.** Nothing in this Agreement is intended to conflict with federal or state law or regulation or the directives of the U.S. Coast Guard or the Department of Homeland Security. If a term of this Agreement is inconsistent with such authority, then the offending portion of that term shall be severed from this Agreement, and the remainder of that term and the remainder of this Agreement shall remain in full force and effect. Nothing in this Agreement constitutes an obligation of federal funds in advance of an appropriation.

8. **DISPUTE RESOLUTION.** Both *OAKLAND MILITARY INSTITUTE* and the *COAST GUARD* agree to work together in a spirit of cooperation and good faith to facilitate issue resolution at the lowest possible level and in a timely manner. Should any dispute related to this Agreement arise, the Parties agree that each will provide representatives with sufficient authority to discuss the dispute and negotiate a settlement of the issue that is acceptable to both Parties. *OAKLAND MILITARY INSTITUTE* and *COAST GUARD* personnel will elevate irresolvable conflicts to the appropriate service level only after making their best efforts to meet and resolve the issue at the lowest possible level.

## MEMORANDUM OF AGREEMENT FOR U.S. COAST GUARD & OMI

9. **EFFECTIVE DATE:** This Agreement will become effective when executed by both Parties.

10. **MODIFICATION:** This Agreement may be modified by written consent of both Parties. Both Parties agree to review this Memorandum of Agreement annually.

11. **TERMINATION:** The terms of this Agreement, as modified with the consent of both Parties, will remain in effect until 1 June 2025, and may be extended by mutual written Agreement of the Parties. Either Party upon thirty (30) days written notice may terminate this Agreement.

### 12. APPROVED BY:

UNITED STATES COAST GUARD

OAKLAND MILITARY INSTITUTE

Date: 17AUG2023

Date: 8/17/2023

LEVERICH.JACQUELI  
NE.M.1099012753

Digitally signed by  
LEVERICH.JACQUELINE.M.1099012753  
Date: 2023.08.17 13:18:17 -07'00'

Jacqueline M. Leverich, CAPT, USCG  
Commanding Officer  
Base Alameda

DocuSigned by:  
*Mary Streshly*  
912ADA436406453...  
Mary Streshly, Dr  
Superintendent  
Oakland Military Institute

**District Memorandum of Understanding  
Sacramento Consortium Teacher Induction Program  
Sacramento County Office of Education  
and Oakland Military Academy**

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE's Sacramento Consortium Teacher Induction Program. SCOE partners with Charter, Private and District programs (Program Partners) to administer a Commission on Teacher Credentialing (CTC) approved, job-embedded, two-year Teacher Induction Program (Induction Program) for General Education Multiple and Single Subject and Education Specialist Clear Credential Candidates beginning in the teacher's first year of teaching in the participating district. This partnership is hereinafter referred to as the Consortium.

The Teacher Induction Program is advised by the Teacher Preparation Advisory Council and is composed of representatives from the SCOE School of Education, Program Partners, and Institutions of Higher Education. It provides feedback and advisement to the Induction and Intern Programs and helps enhance PK-20 education collaboration.

The purpose of the MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. SCOE and the participating LEAs will form a partnership in providing and coordinating services as part of the Consortium.

**I. Parties**

This Memorandum of Understanding (MOU) is entered between the Sacramento County Office of Education (SCOE) and the **Oakland Military Academy** (District) to implement the Induction Program.

**II. Term**

The effective dates of this MOU are July 1, 2023 through June 30, 2024. Either party may terminate this agreement upon written notice submitted to the Teacher Preparation Advisory Council no later than 180 days prior to the start of the next school year.

**III. Responsibilities - General**

A. SCOE shall:

1. Be responsible for ensuring that the Induction Program fulfills the applicable standards of program quality and effectiveness adopted by the CTC and the California Department of Education (CDE) through the development of the Teacher Induction Program.
2. Supply to the CTC and CDE reports and other information as requested on all matters related to program requirements and activities.
3. Employ staff to perform services as described in the Consortium Teacher Induction Program Standards and budget guidelines.

4. Provide a workspace for SCOE's Teacher Induction staff including computer, fax access and telephone, and meeting space for program activities.
5. Develop an annual program budget.
6. Establish a payment schedule and reporting requirements for the fee for service for each eligible credential candidate.
7. Develop and establish contracts with outside vendors for professional services as needed and/or required.
8. Facilitate a process for program implementation and training for all Induction Program credential candidates and Mentors in the Consortium.
9. Provide an induction program orientation for all site administrators within the Consortium that outlines administrators' role in supporting candidates in the implementation of their ILP goal and other program processes.
10. Advise participants of an Early Completion Option for "experienced and exceptional" candidates.
11. Convene the Teacher Preparation Advisory Council and develop other administrative processes in alignment with CTC Teacher Induction Program Standards.
12. Participate in program evaluation.

B. District agrees to the following:

1. The District superintendent (or designee) will serve as the District Advisor. He/she shall provide feedback and support to SCOE's Induction Program Directors and may serve on the Teacher Preparation Advisory Council.
2. Appoint an Induction Program Coordinator according to established guidelines to oversee all Induction Program activities within the District and assume the responsibilities established by the Consortium. Program Coordinator or designee agrees to attend **all** of the following meetings/events annually at SCOE: Fall Coordinator Meeting, Fall Planning Day, Winter Coordinator Meeting, and Spring Planning Day.
3. Assess credential candidates to ensure that they meet enrollment criteria. Enroll and serve eligible credential candidates according to induction requirements and criteria established by the Consortium.
4. Identify all teachers who are in their first year of teaching or first year of teaching in the District and other candidates who are eligible for Program services as described by CTC guidelines by September 29, 2023.
5. Confirm all participants by October 13, 2023 for purposes of invoicing.
6. Identify all school sites with eligible credential candidates and invite all site administrators within the Consortium to attend an orientation that outlines administrators' role in supporting candidates in the implementation of their ILP goal and other program processes.
7. Communicate to all site administrators the Program requirements, including release time for mentors to participate in required observations (2-3 days) and employer input into the Candidate's development of an *Individual Learning Plan (ILP)* within the first 60 days of enrollment in the program. **The ILP will be solely used for professional growth and development of the participating teacher, not for evaluation or employment purposes.**



8. Select experienced teachers as Induction Program Mentors according to established criteria as outlined in CTC's 2016 Teacher Induction Program Standards. Ensure Mentors' attendance at all required induction events including attendance at required Mentor training.
9. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level, subject matter, and credential.
10. Ensure Mentors will meet in one-to-one consultations with the participating teacher(s) as described in the program.
11. District must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring.
12. Arrange for substitute teachers if necessary to allow for Mentors' observations of their credential candidates and candidate observation of peers.
13. Provide on-going information about Induction Program activities to the District's governing board.
14. Participate in required program evaluation.
15. Agree to all completion requirements as stated in the approved induction program pathway.

#### **IV. Responsibilities – Fiscal**

- A. SCOE, in its capacity as the Induction Program's LEA, agrees to the following:
  1. Overall fiscal responsibility for the administration of the Induction Program.
  2. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Sacramento Consortium Teacher Induction Program Budget.
  3. Expend income according to regularly established policies and procedures.
- B. The District agrees to the following:
  1. Pay \$2000 per Teacher Candidate cost-for-service fee per year of a two-year Induction Program. District agrees to pay the full fee unless written notice is provided to SCOE per number 4, below.
  2. In addition to the induction program fee of \$2000, there will be an additional one-time fee of \$500 for Education Specialist Level I candidates who are required to demonstrate competency in Level II content standards via the SCOE Teacher Induction Level II Portfolio process. The \$500 fee will support the review of the candidate's portfolio and recommendation for the clear Education Specialist credential.
  3. Pay \$2,500 cost-for-service fee for each Teacher Candidate who has met the criteria for, and has been accepted as, a candidate for the one year Early Completion Option (ECO), in lieu of the two-year program.
  4. Provide written notice to SCOE of any Teacher Candidate who discontinues program participation. Written notice may be provided via email to Marie Callahan

(mcallahan@scoe.net). Refund total is determined **by the date SCOE receives written notice, not the teacher drop date.**

SCOE will provide a refund to the District according to the following schedule:

Date SCOE Receives Written Notice	Amount of Refund
Jul. 1- Oct. 31	100% of Teacher Candidate fee
Nov. 1- Dec. 31	50% of Teacher Candidate fee
Jan. 1 - Jan. 31	25% of Teacher Candidate fee
Feb. 1-Jun. 30	No refund

- Designate a Fiscal Contact to maintain fiscal records related to the District’s Induction Program and provide them to the Induction Program upon request.

**V. Ownership of Materials**

Any and all products developed by the Induction Program are the exclusive property of the Sacramento County Office of Education (SCOE). School districts, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the express written permission of SCOE. SCOE and the Induction Program shall have the authority to adapt and adopt materials developed by Induction Program for dissemination purposes.

**VI. Compliance with CTC Requirements**

Pursuant to Education Code Section 44227 both parties agree to adhere to the General Preconditions (requirements 1-6) established by the CTC, which are attached to this MOU as Attachment 1 and incorporated into the MOU.

**VII. General Terms.**

**A. Entire Contract:**

This contract contains the Parties’ entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

**B. Indemnification:**

- District agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or

alleged acts or omissions of District (its director, agents, officers, or employees) in performing its duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless District (including its directors, agents, officers and employees) from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE (its director, agents, officers, or employees) in performing its duties and obligations described in this agreement or imposed by law.

2. Each party shall be responsible for maintaining the confidentiality of employee data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

3. The principles of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

**C. Independent Agents:**

This MOU is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker's compensation and other employment laws for their respective employees.

**D. Nondiscrimination Clause:**

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, immigration status, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

**E. Force Majeure**

No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.

**F. Execution of Agreement:**

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

**G. Signatures:**

By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

By: Ivan Myrick  
Signature of Authorized Official  
Sacramento County Office of Education

Ivan Myrick

Title: Director, Financial Services

Date: 5-10-23

DocuSigned by:  
Mary Streshly  
By: 912ADA436406433...  
Signature of Authorized Official  
**Oakland Military Academy**

Printed Name:  
Dr. Mary Streshly

Title: Superintendent, OMI

Date: 8/16/2023



## Agreement For Niche.com Services

Customer		
Customer	Oakland Military Institute - College Preparatory Academy	
Primary* Contact	Name: Mary Streshly Email: <a href="mailto:mstreshly@omiacademy.org">mstreshly@omiacademy.org</a> Phone: 510.594.3943	Address: 3911 Lusk Street, Oakland, California, 94608
AP Contact Info*	Name: Mr. Chris Lee Email: <a href="mailto:clee@omiacademy.org">clee@omiacademy.org</a> Phone: 510-882-3032	Billing Address: same
PO #		Sales Tax Exempt? NO

\* Where Niche requires that you provide an e-mail and/or mailing address, you are responsible for providing your most current e-mail and/or mailing address. In the event that the last e-mail and/or mailing address you provided is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, Niche's dispatch of the e-mail or other message containing such notice will nonetheless constitute effective notice.

Services	
<ul style="list-style-type: none"> <li>• <b>K-12 Compete Package</b></li> <li>• <b>Premium Profile</b></li> <li>• <b>Google Analytics Dashboard</b></li> <li>• <b>Sponsored Search Listings</b></li> <li>• <b>Standard Remarketing with Search</b></li> <li>• <b>Sponsored Profile Listings</b></li> <li>• <b>Sponsored Listings on Places To Live</b></li> <li>• <b>Remarketing on Places To Live</b></li> <li>• <b>Targeted Promotion</b></li> </ul>	
<b>Total Service Fee (USD):</b>	<b>\$15,980</b>
<b>Invoicing Selection:</b> \$7,990 Invoiced on 9/15/23 \$7,990 Invoiced on 9/15/24 20,000 Additional Marketing Impressions if signed by 8/31.	<b>Annual</b>

Service Agreement Information	
Initial Term Start Date	9/15/2023
Initial Term	24 Months

This Service Agreement (the "**Service Agreement**"), effective as of the Initial Term Start Date, is by and between the customer identified above ("**Customer**") and Niche.com, Inc. ("**Niche**") and subject to the Customer Terms and Conditions (the "**Terms and Conditions**") located on the internet at the following link - <https://about.niche.com/service-agreement/>). The Terms and Conditions are (i) hereby incorporated herein by reference, (ii) shall govern this Service Agreement, (iii) are integral to the agreement between the parties, and (iv) are collectively referred to with this Service Agreement as the "**Agreement**." Should the Services include the provision of products or services to any Entity or Entities, as defined below, other than Customer, then Customer represents that it has the authority to, and hereby does, bind such Entities to this Agreement, including any Exhibits, attachments, or amendments hereto. An Entity ("**Entity**") or

"Entities") includes the Customer and any entity that Customer directly or indirectly controls, is controlled by or is under common control with Customer; "control" means ownership of the majority of the voting shares of such entity or the ability to direct the operations and management of such entity; "Parent Entity" shall be the Entity listed as such in Exhibit A. The Agreement contains the entire agreement of the parties and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to these transactions. All capitalized terms used but not defined in this Service Agreement shall have the meanings given such terms in the Terms and Conditions. The parties, intending to be legally bound, hereby agree as follows:

**Term:** The Initial Term ("**Initial Term**") of this Agreement shall be effective as of the **Initial Term Start Date**, each of which is indicated in the Services Table, above. At the end of the Initial Term, this Service Agreement will automatically renew for successive 12-month terms (each a "**Renewal Term**," collectively referenced with the Initial Term as the "**Term**") at the then-current market rates for the Services unless either Party terminates the Agreement by providing written notice at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.

**Services:** Niche will provide the Services stated in the Services Table, above in accordance with the terms of this Agreement.

**Customer Obligations:**

- a. Customer will provide Niche with Customer Content, as requested by Niche ("**Creative Assets**"), to promote Customer or otherwise for Niche's performance of the Services. Customer must properly submit all Creative Assets before Niche will begin performance of certain Services that rely on their receipt. Notwithstanding the foregoing, failure by Customer to submit the Creative Assets prior to the Initial Term Start Date shall not affect commencement of the Initial Term. All Creative Assets must be approved by Niche, and Niche reserves the right not to use any Creative Assets that may infringe upon Niche's or any third party's intellectual property, privacy or other rights.
- b. Customer agrees to pay Niche the Service Fee noted on page 1 of this Service Agreement for the Initial Term and each successive Renewal Term as specified in this Service Agreement. Niche will invoice Customer within five (5) business days of the date in which this Agreement is signed by both parties. Customer must pay all Fees by ACH unless credit card payment is approved in writing by Niche; should Customer pay by credit card, there shall be an additional 3.5% added to all Fees included in such payment.

**Miscellaneous:**

- a. Size, formatting, and placement of Designs and Creative Assets on the Website may, in Niche's reasonable discretion, change.
- b. Unless otherwise specified, all Services will be rendered according to a Niche standard template.
- c. Any of the Services set forth above are subject to change or cancellation with or without notice due to availability and/or legal compliance issues as they may arise from time to time in Niche's reasonable discretion.
- d. Customer grants permission to Niche to run advertisements and/or promotions on 3<sup>rd</sup> party ad networks (e.g. Google or Facebook) and to integrate Customer Content displayed on 3<sup>rd</sup> party service providers (e.g. Instagram or YouTube) into the Website.
- e. Emails sent to Niche users are subject to the Niche Privacy Policy, including the users' ability to "opt out."
- f. The Agreement may be amended only by a writing executed by both parties.
- g. The Agreement may be executed in any number of counterparts (including electronically transmitted versions), each of which shall be deemed an original but all of which shall be construed together and constitute one and the same instrument.

*[Signatures Applied to the Following Page]*

**Agreement & Acceptance:** IN WITNESS WHEREOF the parties have entered into the Agreement, as of the date set forth above. BY EXECUTING THIS SERVICE AGREEMENT, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS AND (B) ACCEPT THE TERMS AND CONDITIONS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEIR TERMS.

**NICHE.COM, INC**

DocuSigned by:

**By:**

*Mark Boudreau*

7C5E2648BD0944C...

**Name:**

Mark Boudreau

**Title:**

VP of Partnerships Management

**Date:**

8/30/2023

DS  
*RB*

**CUSTOMER:**

DocuSigned by:

**By:**

*Mary Streshly*

0BB371D60F534D3...

**Name:**

Mary Streshly

**Title:**

Superintendent

**Date:**

8/29/2023

# Coversheet

## Cadet Leadership Brief

**Section:** IV. Student Board Member Report  
**Item:** A. Cadet Leadership Brief  
**Purpose:**  
**Submitted by:** Jennifer Tran  
**Related Material:** CDT Leadership Brief 14SEP23 Board Meeting .pdf

### BACKGROUND:

Cadet First Lieutenant Jennifer Tran will be representing the OMI Cadet Leadership staff in giving the OMI Board of Directors a brief outlook of the events ahead.



# CADET LEADERSHIP BRIEF

*CADET FIRST LIEUTENANT TRAN, JENNIFER*



# OVERVIEW

- Events Recap
- School Climate
- Student Engagement & Recruitment
- Events Outlook

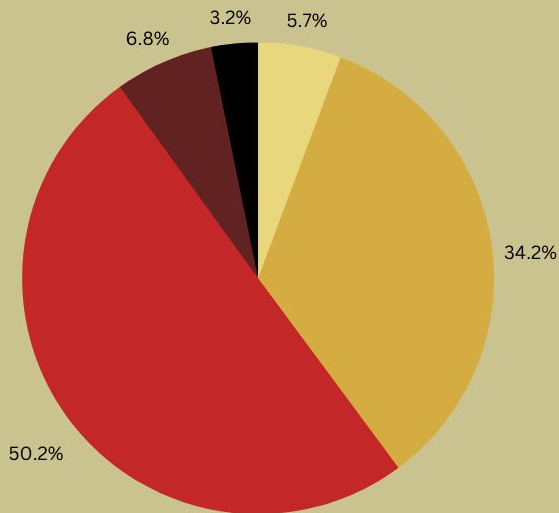
# STUDENT CLIMATE

## Key Points of Discussion

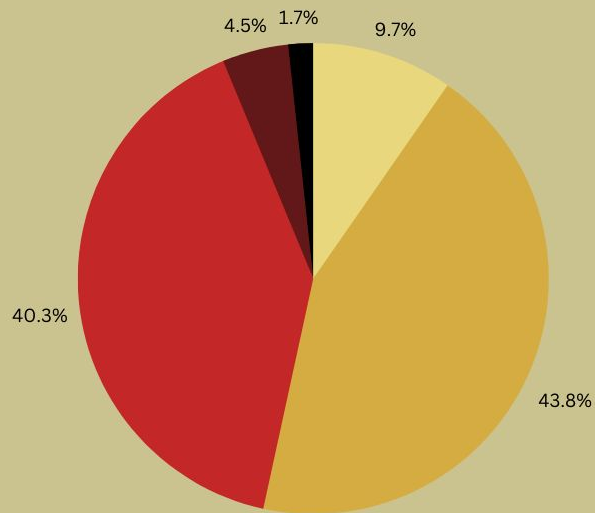
- Student Environment
- Mental Health Resources
- Student Activities

- Extremely Enjoyable
- Enjoyable
- Average
- Not Enjoyable
- Not Enjoyable At All

### High School



### Middle School



# ENGAGEMENT & RECRUITMENT

- OMI Cares
- Student Activities



# EVENTS OUTLOOK

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

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				

**1** Pancake Fundraiser  
**4** Labor Day  
**6** Picture day  
**12-13** Santa Cruz Trip (CAASPP)  
**14** Board Meeting  
**15-17** CACC Leadership Conference  
**18** UC Berkeley Tour / Teacher PD  
**20** Oakland Athletics Incentive Trip  
**22** Medical Careers Workshop  
**27** OUSD College Fair

**7** Black Cowboy Parade  
**11** Picture makeup  
**11** SAT Testing (11th & 12th Grade)  
**12** PSAT Testing (9th & 10th Grade)  
**14** Virtual HQ Drill/ UN Flag Ceremony  
**19** Great Shakeout! & Grizzly Night  
**20** Fall Fest  
**27-29** Xtreme Team Challenge  
**30** Professional Development

# Coversheet

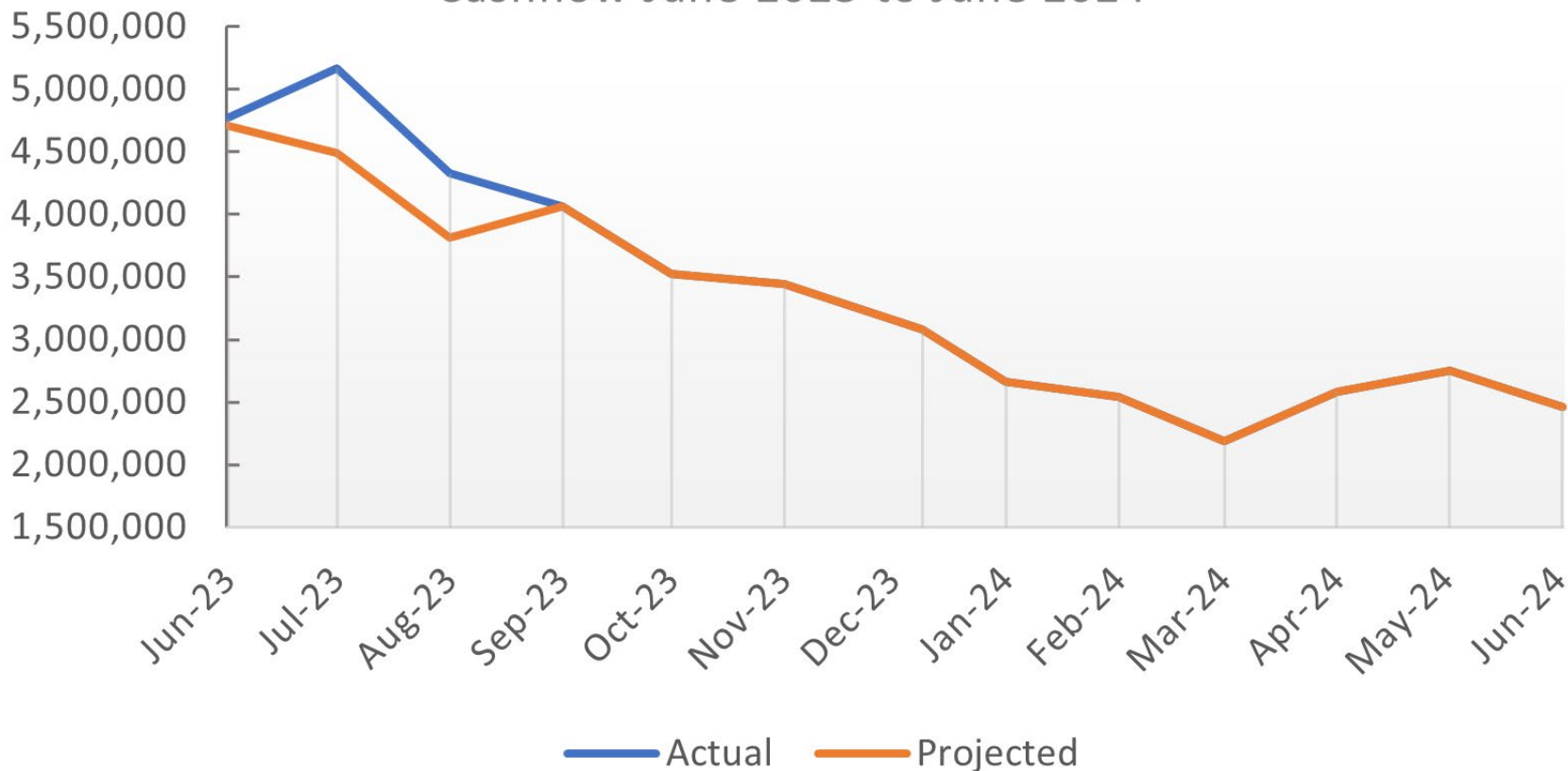
## Cashflow Update

**Section:** VI. Information/Discussion Items  
**Item:** A. Cashflow Update  
**Purpose:**  
**Submitted by:** Jacque Eischens  
**Related Material:** OMI\_Cashflow\_Report\_2023.09.14 Meeting.pdf

**BACKGROUND:**

Attached you will find a monthly cashflow projection for the 2023-24 FY. It includes the monthly expenditures and monthly revenues.

### Oakland Military Institute, College Preparatory Academy Cashflow June 2023 to June 2024



# Cashflow

## Actuals thru August, 2023

### Projections August 2023 to June 2024





# Coversheet

## BARR/ASG Update

**Section:** VI. Information/Discussion Items  
**Item:** B. BARR/ASG Update  
**Purpose:**  
**Submitted by:** Shawna Lipsey/Christopher Lee  
**Related Material:** BARR Board Presentation 14Sept2023.pdf

### BACKGROUND:

The BARR/ASG update provides a brief overview of BARR and how OMI is utilizing the established ASG model to implement BARR, impacts on Cadets and Staff, and on-going updates.

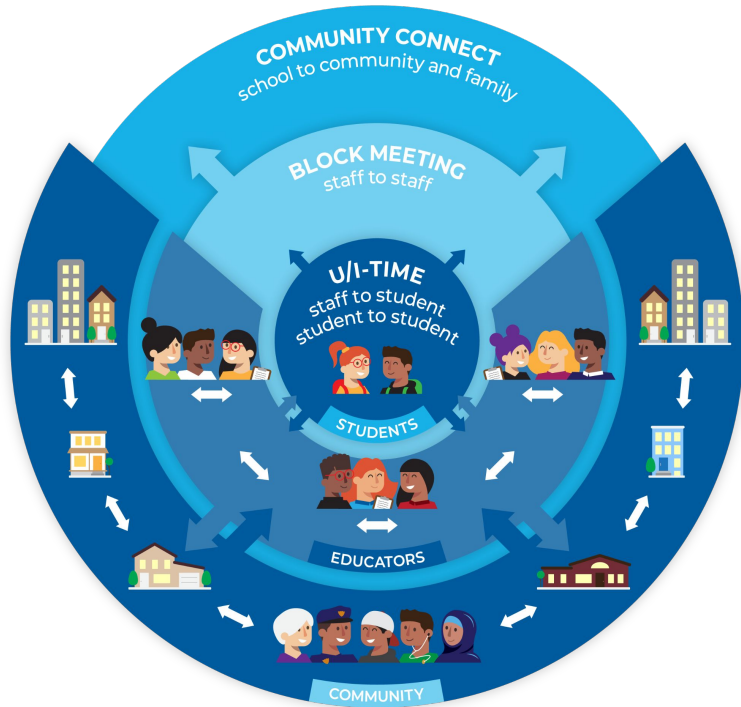
# BARR @ OMI

**Building Assets, Reducing Risk**



# What and Why Behind BARR

- Relationship oriented approach that fosters consistent interactions between student cadets and staff
- Structured approach that seeks to help change perspectives and approach to improve outcome
- Encourages a “whole student” approach



# BARR teachers broaden their perception of their role as a teacher

E.G., teachers demonstrate knowledge of students' life outside of school, teachers demonstrate knowledge of students' performance in another class, teachers seek resources to help students with issues outside of their class

# Implementation

- Staff are grouped into grade level Academic Support Groups (ASGs)
  - Each staff member is responsible for tracking a cohort of cadets
  - ASGs meet either once a week before school or biweekly on Thursdays after school
  - ASGs not meeting will hold office hours on Thursday after school
- All grade-levels are participating, but Mrs. Lipsey and Mr. Lee will focus in on grades 7/8 and 9
- Community Connect now automatically takes on students tiered at Level 3 due to grades (i.e. 3+ Ds or Fs)

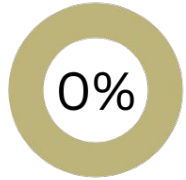
# What The Process Looks Like

## Weekly/Bi-weekly grade report run to identify/level cadets

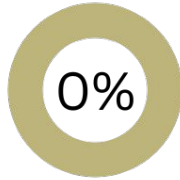
- A. Level 0 (No intervention needed)
- B. Level 1 (1-2 D's or F's and/or attendance and/or behavior concerns)
  - a. Addressed by BARR Teacher
- C. Level 2 (Repeated 1-2 D's or F's and/or attendance and/or behavior concerns)
  - a. Addressed by ASG
    - i. Team schedules CST Meetings with cadet, cadet's family, teachers, Community Connect Team member(s), etc.
- D. Level 3 (3+ D's or F's and/or attendance < 90% and/or behavior concerns)
  - a. Addressed by Community Connect Team
    - i. Team makes contact with cadet/cadet family to:
      - 1. Determine unknown circumstances
      - 2. Discuss cadet performance and any support/services needed
    - ii. Team reports back to the ASG to inform of next steps
    - iii. Team continues to track performance and re-categorizes as necessary
      - 1. Communication maintained between ASG and administration

# BARR IN ACTION

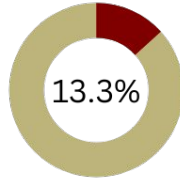
## Middle School Failure Rate



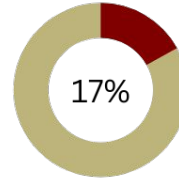
G6 FALL 2021-2022



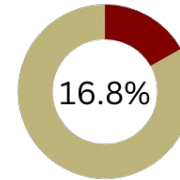
G6 SPRING 2021-2022



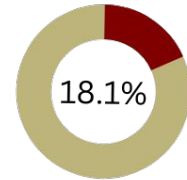
G7 FALL 2021-2022



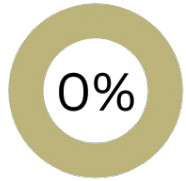
G7 SPRING 2021-2022



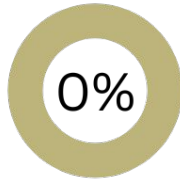
G8 FALL 2021-2022



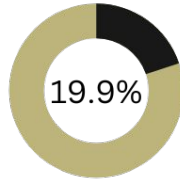
G8 SPRING 2021-2022



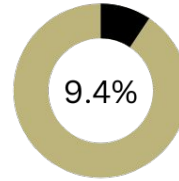
G6 FALL 2022-2023



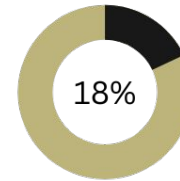
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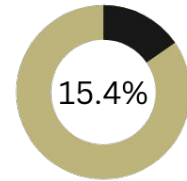
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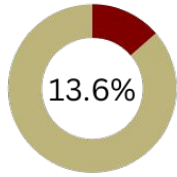
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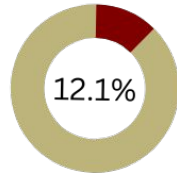
G8 FALL 2022-2023



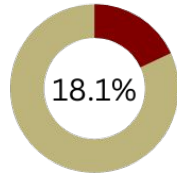
G8 SPRING 2022-2023



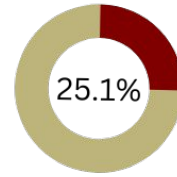
G9 FALL 2021-2022



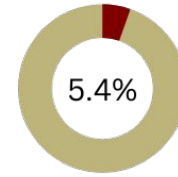
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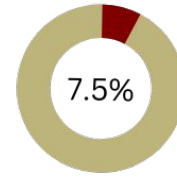
G10 FALL 2021-2022



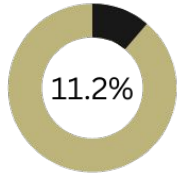
G10 SPRING 2021-2022



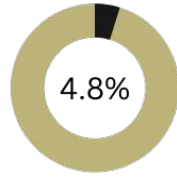
G11 FALL 2021-2022



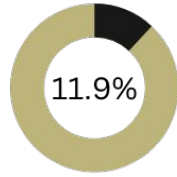
G11 SPRING 2021-2022



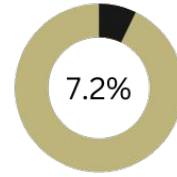
G9 FALL 2022-2023



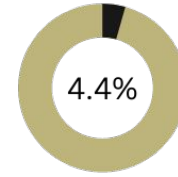
G9 SPRING 2022-2023



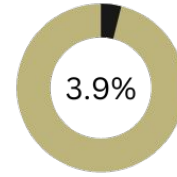
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G10 SPRING 2022-2023

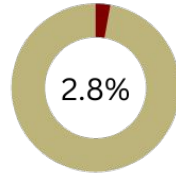


G11 FALL 2022-2023

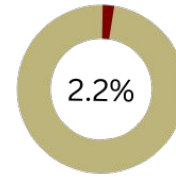


G11 SPRING 2022-2023

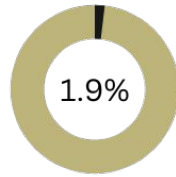
# HIGH SCHOOL BARR RESULTS



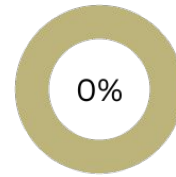
G12 FALL 2021-2022



G12 SPRING 2021-2022



G12 FALL 2022-2023



G12 SPRING 2022-2023



# Coversheet

## Consideration of Employee Cost of Living Allowance for 2023-2024 (COLA)

**Section:** VI. Information/Discussion Items  
**Item:** C. Consideration of Employee Cost of Living Allowance for 2023-2024  
(COLA)  
**Purpose:**  
**Submitted by:** Dr. Mary Streshly  
**Related Material:**  
COLA 3\_4\_5% 9-14-2023 Consideration of Employee Cost of Living Allowance.pdf  
LCFF-Calculator 24.1 Revised Budget.pdf

### BACKGROUND:

On an annual basis, it is important to contemplate potential cost of living allowances [COLA] for our staff and weigh the impact on the fiscal health [budget reserves] and staff retention rates.

### RECOMMENDATION:

It is the recommendation of the superintendent's staff that the board use the table created by our CFO, Jacque Eichens, to discuss the cost of a COLA for our staff at 3%, 4% and 5% intervals.

## Consideration of Employee Cost of Living Allowance for 2023-2024

	Current	3% Cost	4% Cost	5% Cost
Certificated	3,238,851	88,789	118,385	147,983.00
Classified	902,574	12,306	16,394	12,817.00
Benefits	1,495,456	24,875	33,153	38,691.00
<b>Total</b>	<b>5,636,881.00</b>	<b>125,970.00</b>	<b>167,932.00</b>	<b>199,491.00</b>

Oakland Military Institute, College Preparatory Academy (130617) - 2023-24 Budget Revision		9/11/2023		
	2023-24	2024-25	2025-26	
<b>SUMMARY OF FUNDING</b>				
<b>General Assumptions</b>				
COLA & Augmentation	8.22%	3.94%	3.29%	
Base Grant Proration Factor	0.00%	0.00%	0.00%	
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	
<b>LCFF Entitlement</b>				
Base Grant	\$5,525,879	\$6,057,880	\$6,814,946	
Grade Span Adjustment	95,079	100,100	112,225	
Supplemental Grant	872,598	927,269	997,513	
Concentration Grant	826,450	812,145	765,453	
Add-ons: Targeted Instructional Improvement Block Grant	-	-	-	
Add-ons: Home-to-School Transportation	-	-	-	
Add-ons: Small School District Bus Replacement Program	-	-	-	
Add-ons: Transitional Kindergarten	-	-	-	
<b>Total LCFF Entitlement Before Adjustments, ERT &amp; Additional State Aid</b>	<b>\$7,320,006</b>	<b>\$7,897,394</b>	<b>\$8,690,137</b>	
Miscellaneous Adjustments	-	-	-	
Economic Recovery Target	-	-	-	
Additional State Aid	-	-	-	
<b>Total LCFF Entitlement</b>	<b>7,320,006</b>	<b>7,897,394</b>	<b>8,690,137</b>	
<b>LCFF Entitlement Per ADA</b>	<b>\$ 15,059</b>	<b>\$ 15,335</b>	<b>\$ 15,490</b>	

# Coversheet

## Second Reading: Gifts, Grants, and Bequests Board Policy

**Section:** VII. Action Items  
**Item:** A. Second Reading: Gifts, Grants, and Bequests Board Policy  
**Purpose:**  
**Submitted by:** Dr. Mary Streshly  
**Related Material:** Gifts, Grants, and Bequests Board Policy 09-14-2023.pdf

### BACKGROUND:

It is legally prudent for the OMI Governing Board to have clear policy and procedures in place when it accepts gifts, donations and grants. From the first reading, Governor Brown has updated the policy draft to include Board input as well as the input from our FCMAT representative and our auditors.

### RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board approve this second policy draft.



# OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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

Board Policy #: 3001  
Adopted: 09-14-2023  
Revision Date:

## Board Resolution:

As is customary in educational institutions such as the Oakland Military Institute, a policy is hereby established for the receipt and use of gifts that may be received in furtherance of the schools mission. All such gifts received shall be consistent with applicable state and federal laws and serve to enhance the operations of the school, the success of its students and the excellence of its faculty and staff.

All funds received will be placed in a segregated account, to be used at the discretion of the superintendent and in accordance with this board's policies and any specific donor instructions.

Use of the funds may include, but are not limited to, the following:

1. Student and staff recognition awards and incentives. These may be based on attendance, state testing achievement, significant academic performance or improvement, demonstrated military leadership, and excellence in teaching.
2. Academic support of various kinds, including individual and group tutors.
3. College recruitment and exposure.
4. Staff recruitment, recognition and retention incentives.
5. Scholarships of various kinds consistent with policies established by this board.

These policies should be reviewed at least annually and modified as deemed appropriate.

# Coversheet

## Approve Unaudited Actuals Report

**Section:** VII. Action Items  
**Item:** B. Approve Unaudited Actuals Report  
**Purpose:**  
**Submitted by:** Jacque Eischens  
**Related Material:** 01-61259-0130617 OMI Unaudited Actuals.pdf  
Board Presentation Unaudited Actuals 09.15.23.pdf

### BACKGROUND:

The 2022-23 Annual Financial Report, also known as the Unaudited Actuals, reflects OMI's actual revenues and expenditures for the preceding fiscal year, July 1, 2022 through June 30, 2023. Once approved, it will be filed with the Oakland Unified School District, OMI's authorizer, as well as to the Alameda County Office of Education per Education Code section 47604.33(a)(5). The final report is due to those entities no later than September 15 of each year.

### RECOMMENDATION:

Staff recommends that that OMI Board of Directors approve the 2022-23 Annual Financial Report.

Oakland Military Institute, College Preparatory Academy  
 Oakland Unified  
 Alameda County

2022-23 Unaudited Actuals  
 Charter School Alternative Form  
 Certification

01 61259 0130617  
 Form ALT  
 D8AUMB1CDJ(2022-23)

**CHARTER SCHOOL UNAUDITED ACTUALS  
 FINANCIAL REPORT -- ALTERNATIVE FORM  
 July 1, 2022 to June 30, 2023**

**CHARTER SCHOOL CERTIFICATION**

**Charter School Name:** Oakland Military Institute, College Preparatory Academy  
**CDS #:** 01-61259-0130617  
**Charter Approving Entity:** Oakland Unified  
**County:** Alameda  
**Charter #:** 0349

**NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
John Laursen	Minh Co	Jacque Eischens
Name	Name	Name
Director III	Accounting Manager	Consulting CFO
Title	Title	Title
510-670-4220	510-879-8605	808-462-8422
Telephone	Telephone	Telephone
jlaursen@acoe.org	minh.co@ousd.org	jeischens@omiacademy.org
Email address	Email address	Email address

To the entity that approved the charter school:

2022-23 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: \_\_\_\_\_ Date: 09/14/2023  
 Charter School Official  
 (Original signature required)  
 Printed Name: Mary Streshly Title: Superintendent

To the County Superintendent of Schools:

2022-23 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

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

To the Superintendent of Public Instruction:

2022-23 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Superintendent/Designee  
 (Original signature required)

Oakland Military Institute, College Preparatory Academy  
 Oakland Unified  
 Alameda County

2022-23 Unaudited Actuals  
 Charter School Alternative Form  
 Alternative Form

01 61259 0130617  
 Form ALT  
 D8AUMB1CDJ(2022-23)

**CHARTER SCHOOL UNAUDITED ACTUALS**  
 FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2022 to June 30, 2023

**Charter School Name:** Oakland Military Institute, College Preparatory Academy  
**CDS #:** 01-61259-0130617  
**Charter Approving Entity:** Oakland Unified  
**County:** Alameda  
**Charter #:** 0349

This charter school uses the following basis of accounting:  
 (Please enter an "X" in the applicable box below; check only one box)

- Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6910, 7438, 9400-9489, 9660-9669, 9796, and 9797)**
- Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439, and 9711-9789)**

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
1. LCFF Sources				
State Aid - Current Year	8011	4,092,713.00		4,092,713.00
Education Protection Account State Aid - Current Year	8012	380,604.00		380,604.00
State Aid - Prior Years	8019	158,975.88		158,975.88
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,411,078.00		1,411,078.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00
Total, LCFF Sources		6,043,370.88	0.00	6,043,370.88
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		94,084.38	94,084.38
Special Education - Federal	8181, 8182		79,863.00	79,863.00
Child Nutrition - Federal	8220		252,540.45	252,540.45
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	1,726,113.14	1,726,113.14
Total, Federal Revenues		0.00	2,152,600.97	2,152,600.97
3. Other State Revenues				
Special Education - State	StateRev SE		511,702.00	511,702.00
All Other State Revenues	StateRev AO	1,463,652.07	633,427.79	2,097,079.86
Total, Other State Revenues		1,463,652.07	1,145,129.79	2,608,781.86
4. Other Local Revenues				
All Other Local Revenues	LocalRev AO	186,364.92	0.00	186,364.92
Total, Local Revenues		186,364.92	0.00	186,364.92
5. TOTAL REVENUES				
		7,693,387.87	3,297,730.76	10,991,118.63
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,870,808.85	535,806.20	2,406,615.05
Certificated Pupil Support Salaries	1200	0.00	266,212.18	266,212.18
Certificated Supervisors' and Administrators' Salaries	1300	225,569.44	82,688.20	308,257.64
Other Certificated Salaries	1900	18,161.54	99,198.00	117,359.54
Total, Certificated Salaries		2,114,539.83	983,904.58	3,098,444.41
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	3,131.58	92,157.83	95,289.41
Noncertificated Support Salaries	2200	328,571.15	0.00	328,571.15
Noncertificated Supervisors' and Administrators' Salaries	2300	220,578.25	0.00	220,578.25
Clerical, Technical and Office Salaries	2400	187,335.59	0.00	187,335.59
Other Noncertificated Salaries	2900	4,500.00	0.00	4,500.00
Total, Noncertificated Salaries		744,116.57	92,157.83	836,274.40
3. Employee Benefits				
STRS	3101-3102	360,206.90	133,897.68	494,104.58
PERS	3201-3202	202,282.13	49,813.02	252,095.15
OASDI / Medicare / Alternative	3301-3302	95,280.45	33,114.30	128,394.75



Oakland Military Institute, College Preparatory Academy  
 Oakland Unified  
 Alameda County

2022-23 Unaudited Actuals  
 Charter School Alternative Form  
 Alternative Form

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 Form ALT  
 D8AUMB1CDJ(2022-23)

Health and Welfare Benefits	3401-3402	361,188.49	123,789.41	484,977.90
Unemployment Insurance	3501-3502	19,669.23	11,399.63	31,068.86
Workers' Compensation Insurance	3601-3602	31,967.97	12,030.83	43,998.80
OPEB, Allocated	3701-3702	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00
Total, Employee Benefits		1,070,595.17	364,044.87	1,434,640.04
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	1,175.00	290,283.90	291,458.90
Books and Other Reference Materials	4200	1,305.43	18,471.16	19,776.59
Materials and Supplies	4300	226,080.95	181,777.81	407,858.76
Noncapitalized Equipment	4400	18,012.07	18,323.60	36,335.67
Food	4700	7,211.00	348,606.32	355,817.32
Total, Books and Supplies		253,784.45	857,462.79	1,111,247.24
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	7,800.03	126,637.34	134,437.37
Travel and Conferences	5200	15,290.46	5,720.06	21,010.52
Dues and Memberships	5300	20,538.37	0.00	20,538.37
Insurance	5400	125,331.61	0.00	125,331.61
Operations and Housekeeping Services	5500	476,812.05	0.00	476,812.05
Rentals, Leases, Repairs, and Noncap. Improvements	5600	256,781.40	167,330.31	424,111.71
Transfers of Direct Costs	5700-5799	22,866.37	(22,866.37)	0.00
Professional/Consulting Services and Operating Expend.	5800	927,938.90	881,166.24	1,809,105.14
Communications	5900	91,453.27	9,036.06	100,489.33
Total, Services and Other Operating Expenditures		1,944,812.46	1,167,023.64	3,111,836.10
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (accrual basis only)	6900	3,496.54	425,034.50	428,531.04
Amortization Expense - Lease Assets	6910	0.00	0.00	0.00
Total, Capital Outlay		3,496.54	425,034.50	428,531.04
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	(108,995.41)	108,995.41	0.00
Debt Service:				
Interest	7438	25,323.00	0.00	25,323.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		25,323.00	0.00	25,323.00
Total, Other Outgo		(83,672.41)	108,995.41	25,323.00
<b>8. TOTAL EXPENDITURES</b>		6,047,672.61	3,998,623.62	10,046,296.23
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		1,645,715.26	(700,892.86)	944,822.40
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979	0.00		0.00

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Less:					
2. Other Uses	7630-7699		0.00	0.00	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(700,892.86)	700,892.86	0.00	
4. TOTAL OTHER FINANCING SOURCES / USES		(700,892.86)	700,892.86	0.00	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		944,822.40	0.00	944,822.40	
<b>F. FUND BALANCE / NET POSITION</b>					
1. Beginning Fund Balance/Net Position					
a. As of July 1	9791	11,002,433.13	481,600.41	11,484,033.54	
b. Adjustments/Restatements	9793, 9795	145,720.87	(481,600.41)	(335,879.54)	
c. Adjusted Beginning Fund Balance /Net Position		11,148,154.00	0.00	11,148,154.00	
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		12,092,976.40	0.00	12,092,976.40	
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>					
a. Nonspendable					
1. Revolving Cash (equals Object 9130)	9711			0.00	
2. Stores (equals Object 9320)	9712			0.00	
3. Prepaid Expenditures (equals Object 9330)	9713			0.00	
4. All Others	9719			0.00	
b. Restricted	9740			0.00	
c. Committed					
1. Stabilization Arrangements	9750			0.00	
2. Other Commitments	9760			0.00	
d. Assigned	9780			0.00	
e. Unassigned/Unappropriated					
1. Reserve for Economic Uncertainties	9789			0.00	
2. Unassigned/Unappropriated Amount	9790M			0.00	
3. <b>Components of Ending Net Position (Accrual Basis only)</b>					
a. Net Investment in Capital Assets	9796	8,483,122.84	0.00	8,483,122.84	
b. Restricted Net Position	9797		0.00	0.00	
c. Unrestricted Net Position	9790A	3,609,853.56	0.00	3,609,853.56	
	<b>Description</b>	<b>Object Code</b>	<b>Unrestricted</b>	<b>Restricted</b>	<b>Total</b>
<b>G. ASSETS</b>					
1. Cash					
In County Treasury	9110		0.00	0.00	0.00
Fair Value Adjustment to Cash in County Treasury	9111		0.00	0.00	0.00
In Banks	9120		2,993,281.83	1,472,175.78	4,465,457.61
In Revolving Fund	9130		0.00	0.00	0.00
With Fiscal Agent/Trustee	9135		0.00	0.00	0.00
Collections Awaiting Deposit	9140		0.00	0.00	0.00
2. Investments	9150		0.00	0.00	0.00
3. Accounts Receivable	9200		899,565.68	105,156.51	1,004,722.19
4. Due from Grantor Governments	9290		156,219.64	105,582.25	261,801.89
5. Stores	9320		0.00	0.00	0.00
6. Prepaid Expenditures (Expenses)	9330		47,215.52	0.00	47,215.52
7. Other Current Assets	9340		0.00	0.00	0.00
8. Lease Receivable	9380		0.00	0.00	0.00
9. Capital Assets (accrual basis only)	9400-9489		9,639,648.02	54,168.50	9,693,816.52
10. TOTAL ASSETS			13,735,930.69	1,737,083.04	15,473,013.73
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1. Deferred Outflows of Resources	9490		0.00	0.00	0.00
2. TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00
<b>I. LIABILITIES</b>					
1. Accounts Payable	9500		201,695.38	26,134.11	227,829.49
2. Due to Grantor Governments	9590		137,545.87	138,715.45	276,261.32
3. Current Loans	9640		0.00	0.00	0.00
4. Unearned Revenue	9650		93,019.56	1,572,233.48	1,665,253.04

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5. Long-Term Liabilities (accrual basis only)	9660-9669	1,210,693.48	0.00	1,210,693.48
6. TOTAL LIABILITIES		1,642,954.29	1,737,083.04	3,380,037.33
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources	9690	0.00	0.00	0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2)				
(must agree with Line F2)		12,092,976.40	0.00	12,092,976.40

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. ESSER III - Resource 3213	\$ 74,933.61	0.00	74,933.61
b.		0.00	0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
<b>TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE</b>	<b>74,933.61</b>	<b>0.00</b>	<b>74,933.61</b>

**2. Community Services Expenditures**

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits 3000-3999 except 3801-3802	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
<b>TOTAL COMMUNITY SERVICES EXPENDITURES</b>	<b>0.00</b>

**3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster**

Date of Presidential Disaster Declaration	Brief Description i.e., COVID-19 (If no amounts, indicate "None")	Amount
a.		0.00
b.		0.00
c.		0.00
d.		0.00
<b>TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)</b>		<b>0.00</b>

**4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used for comparison with 2021-22 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2024-25.

a. Total Expenditures (B8)	10,046,296.23
b. Less Federal Expenditures (Total A2)	
[Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	2,152,600.97
c. Subtotal of State & Local Expenditures	7,893,695.26
[a minus b]	
d. Less Community Services	0.00
[L2 Total]	
e. Less Capital Outlay & Debt Service	378,920.43
[Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	
f. Less Supplemental Expenditures made as the result of a Presidentially	0.00

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Declared Disaster

TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE

[c minus d minus e minus f]

\$	7,514,774.83
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# 2022-23 UNAUDITED ACTUALS

## Governing Board Meeting – September 15, 2023

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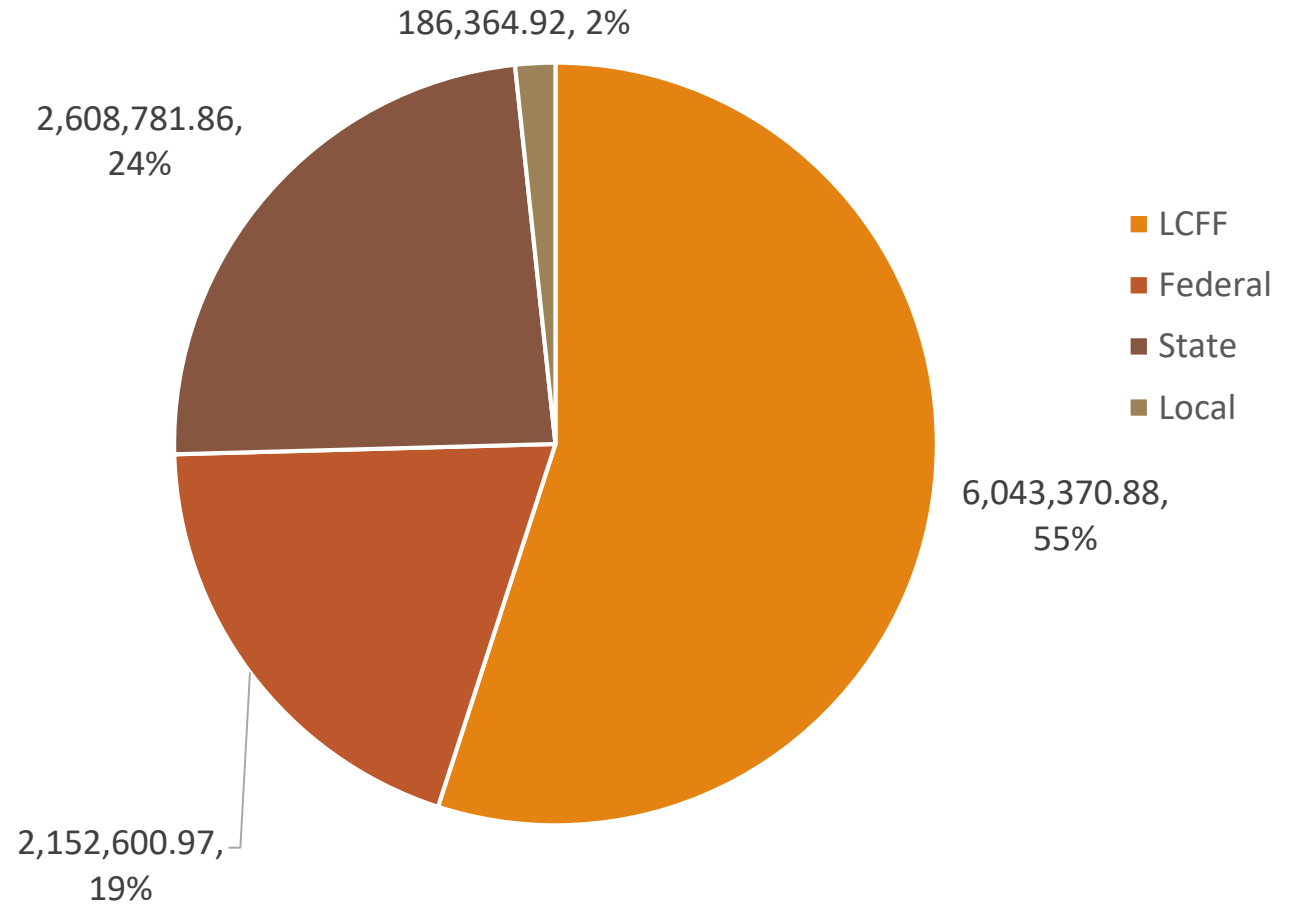


# 2022-23: Revenues, by Major Source

The 2022-23 actuals relied heavily on both one-time state and federal restricted funding sources.

Of the \$10.99 million revenue, 30.3% (\$3.33 million) was available on a one-time basis. These funds include the Elementary and Secondary School Emergency Relief Fund III (ESSER III), Expanded Learning Opportunities Grant (ELOG), and Learning Loss Mitigation.

Total Revenues = \$10,991,119



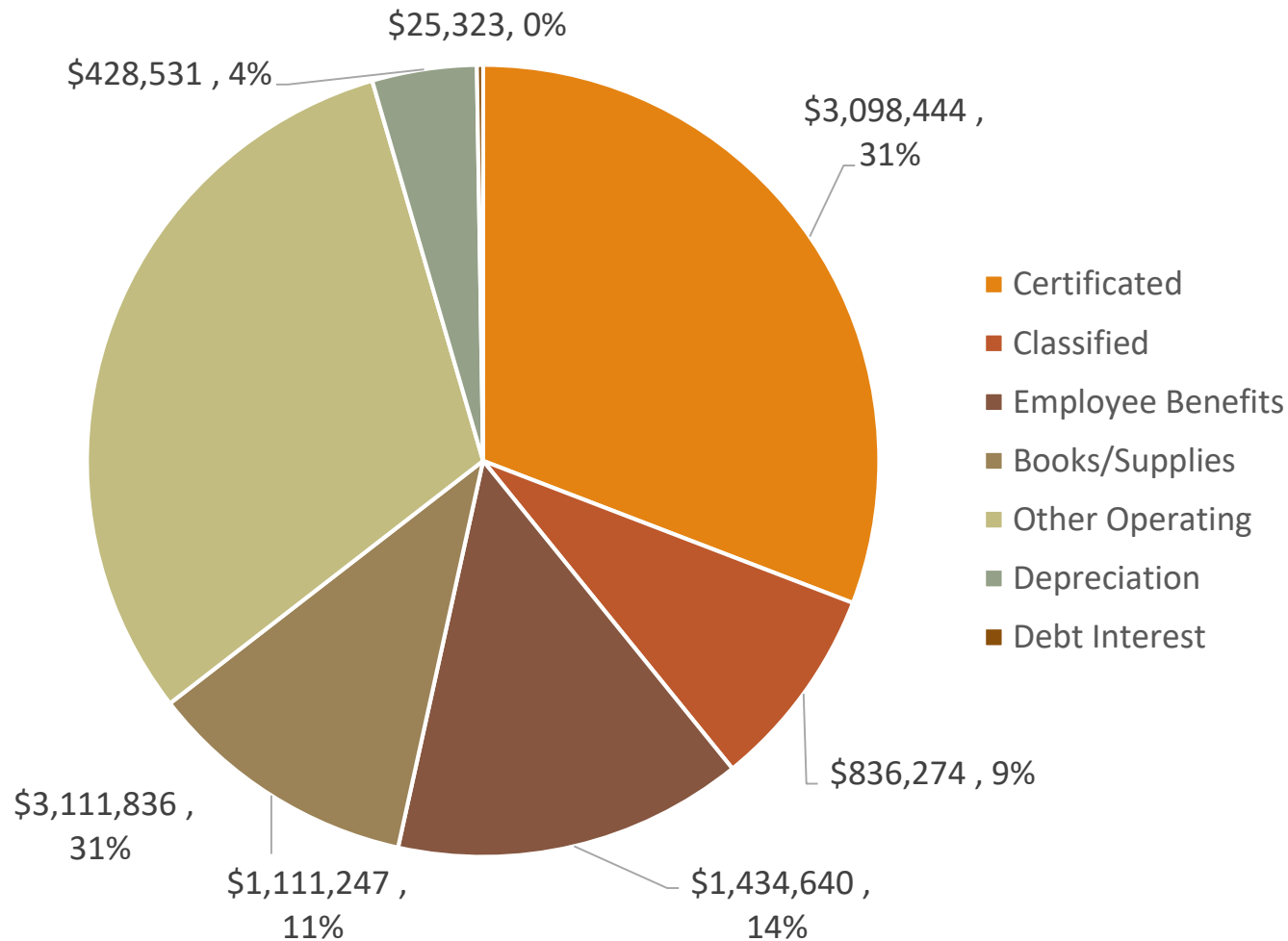
# 2022-23: Expenditures, by Major Category

Staffing costs remain the greatest expenditure in the school's budget. Salary and benefit expenditures for certificated and classified staff totaled close to \$5 million, or 54 %, of total expenditures in 2022-23.

65% of unrestricted expenditures are budgeted to salary and benefit accounts.

\$3.33 million of costs were charged against one-time funds.

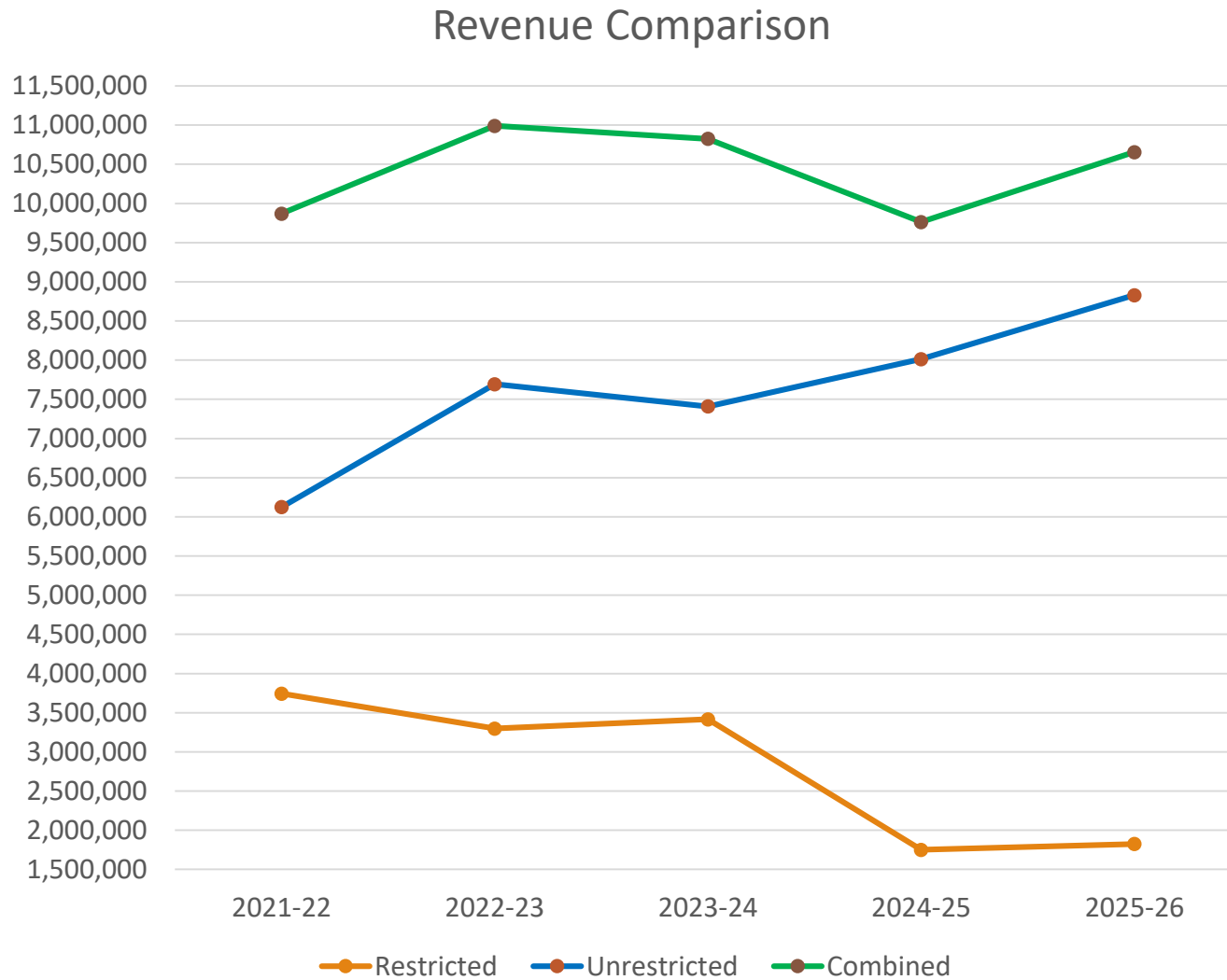
Total Expenditures = \$10,046,296



# 2022-23: Comparison of restricted and unrestricted revenues

This chart shows the fluctuations in revenue type over 5 years

In 2023-24 the remaining federal one-time funds are entirely spent. A small amount of state one-time funds will remain. OMI sees the affects of this in the 2024-25 budget when there is no one-time funding received.





# UNAUDITED ACTUALS

	Unaudited Actuals	Estimated Actuals	Difference
Beginning Fund Balance	11,148,154	11,148,154	-
Revenues	10,957,603	11,152,868	(195,265)
Expenses	10,046,296	9,785,384	260,912
Ending Fund Balance	12,059,461	12,515,638	(456,177)
<i>Excess (deficiency) of revenues over expend.</i>	<i>911,307</i>	<i>1,367,484</i>	<i>(456,177)</i>
<b>Components of Ending Fund Balance</b>			
Net Capital Assets	9,693,816	9,905,253	(211,437)
Reserve for economic uncertainties	1,000,000	1,000,000	-
<b>Unassigned/Unappropriated Amount</b>	<b>1,365,645</b>	<b>1,610,385</b>	<b>(244,740)</b>

# Coversheet

## Approve Consolidated Application

**Section:** VII. Action Items  
**Item:** C. Approve Consolidated Application  
**Purpose:**  
**Submitted by:** Jacque Eischens  
**Related Material:** ConApp reporting 2023.08.24.pdf

### BACKGROUND:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various federal programs to county offices, school districts, and direct-funded charter

schools throughout California.

OMI is required to submit the ConApp through the CDE website and share a copy with Oakland Unified School District (OUSD). Once the ConApp is board approved a copy will be posted on the school website.

### RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the 2023-24 Consolidated Application.

Oakland Military Institute, College Preparatory Academy (01 61259 0130617)

Status: Certified  
Saved by: Jacque Eischens  
Date: 8/10/2023 3:27 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Dr Mary Streshly
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/11/2023

**\*\*\*Warning\*\*\***

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Oakland Military Institute, College Preparatory Academy (01 61259 0130617)

Status: Certified  
Saved by: Jacque Eischens  
Date: 8/10/2023 3:23 PM**2023–24 Protected Prayer Certification**

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**Miguel Cordova, Title I Policy, Program, and Support Office, [MCordova@cde.ca.gov](mailto:MCordova@cde.ca.gov), 916-319-0381**Protected Prayer Certification Statement**

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Dr Mary Streshly
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/08/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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**2023–24 LCAP Federal Addendum Certification****CDE Program Contact:**Local Agency Systems Support Office, [LCAPAddendum@cde.ca.gov](mailto:LCAPAddendum@cde.ca.gov), 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

**Returning Application**

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

<b>County Office of Education (COE) or District</b> For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
<b>Direct Funded Charter</b> Enter the adoption date of the current LCAP	06/24/2021
Authorized Representative's Full Name	Jacque Eischens
Authorized Representative's Title	Consulting CFO

**\*\*\*Warning\*\*\***

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**2023–24 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title IV, Part A (Student and School Support)</b> ESSA Sec. 4101 SACS 4127	Yes

**\*\*\*Warning\*\*\***

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Oakland Military Institute, College Preparatory Academy (01 61259 0130617)

Status: Certified  
Saved by: Jacque Eischens  
Date: 8/28/2023 9:22 AM**2023–24 Title III English Learner Student Program Subgrant Budget**

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Annie Abreu Park, Language Policy and Leadership Office, [AAbreuPark@cde.ca.gov](mailto:AAbreuPark@cde.ca.gov), 916-319-9620  
Geoffrey Ndirangu, Language Policy and Leadership Office, [GNdirang@cde.ca.gov](mailto:GNdirang@cde.ca.gov), 916-323-5831

**Estimated Allocation Calculation**

Estimated English learner per student allocation	\$125.15
Estimated English learner student count	216
Estimated English learner student program allocation	\$27,032

**Note: \$10,000 minimum program eligibility criteria**

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

**Budget**

Professional development activities	\$5,000
Program and other authorized activities	\$15,730
English Proficiency and Academic Achievement	\$0
Parent, family, and community engagement	\$5,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,302
Total budget	\$27,032

**\*\*\*Warning\*\*\***

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**2023–24 Substitute System for Time Accounting**

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, [HThomson@cde.ca.gov](mailto:HThomson@cde.ca.gov), 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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# Coversheet

## Injury and Illness Prevention Program w/ COVID-19 Addendum

**Section:** VII. Action Items  
**Item:** D. Injury and Illness Prevention Program w/ COVID-19 Addendum  
**Purpose:**  
**Submitted by:** Dr. Mary Streshly  
**Related Material:** Injury and Illness Prevention Program w\_ COVID Addendum.pdf

### BACKGROUND:

In California every employer has a legal obligation to provide and maintain a safe and healthful workplace for employees, according to the California Occupational Safety and Health Act of 1973. As of 1991, a written, effective Injury and Illness Prevention (IIP) Program is required for every California employer. During the pandemic, CAL/OSHA required an emergency COVID-19 addendum to the Injury and Illness Prevention Program [IIPP]. It is legally prudent to maintain an updated IIPP.

### RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board approve the Injury and Illness Prevention Program w/ the COVID-19 Addendum.



**OAKLAND MILITARY INSTITUTE  
COLLEGE PREPARATORY ACADEMY**

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

**Injury & Illness Prevention Program (IIPP)**  
Oakland Military Institute College Preparatory Academy



With COVID-19 Employee Supplement

**2023-2028**

*Board Approval:*

**Oakland Military Institute College Preparatory Academy School District**

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## OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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### **OMI Non-Discrimination Statement**

Oakland Military Institute College Preparatory Academy (OMI) is committed to providing equal opportunity for all individuals in education. OMI programs, activities and practices shall be free from unlawful discrimination based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The following person has been designated to handle inquiries regarding the non-discrimination policies: Kathryn Wong, Human Resources Manager, 3877 Lusk St. Oakland, CA 94608, (510) 594-3946.

## **COVID-19 Employee Supplement**

### **What is Coronavirus Disease 2019 (COVID-19)**

On February 11, 2020 the World Health Organization announced an official name for the disease that is causing the 2019 novel coronavirus outbreak, first identified in Wuhan China. The new name of this disease is coronavirus disease 2019, abbreviated as COVID-19.

There are many types of human coronaviruses including some that commonly cause mild upper respiratory tract illnesses. COVID-19 is a new disease, caused by a novel (or new) coronavirus that has not previously been seen in humans. The name of this disease was selected following the World Health Organization's (WHO) best practice for naming new human infectious diseases.

### **Coronavirus Disease 2019 (COVID-19) – How Does the Virus Spread?**

The virus that causes COVID-19 is thought to spread mainly from person to person through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths and/or noses of people who are nearby or possibly be inhaled into the lungs. Spread is more likely when people are in close contact with one another (within about 6 feet).

COVID-19 seems to be spreading easily and sustainably in the community (community spread) in many affected geographic areas. Community spread means people have been infected with the virus in an area, including some who are not sure how or where they became infected.



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It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes. This is not thought to be the main way the virus spreads, but the Center for Disease Control and Prevention (CDC) is still learning more about how this virus spreads.

### **Injury and Illness Prevention Program (IIPP)**

California employers are required to establish and implement an Injury and Illness Prevention Program (IIPP) to protect employees from workplace hazards, including infectious diseases.

Employers are required to determine if COVID-19 infection is a hazard in their workplace. If it is a workplace hazard, then employers must implement infection control measures, including applicable and relevant recommendations from the CDC. For most California workplaces, adopting changes to their IIPP is mandatory since COVID-19 is widespread in the community.

#### **Introduction**

Oakland Military Institute College Preparatory Academy, through its administration and management, is committed to the safety and health of all employees, including volunteers, and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. By making safety a high priority for every employee, the District can reduce injuries and illness, increase productivity and promote a safer and healthier work environment.

This COVID-19 Supplement is being added to our Injury and Illness Prevention Plan to provide guidance on the procedures Oakland Military Institute will use when school is closed due to shelter in place orders or when physical distancing is in place. **While we strive to keep everyone healthy, we must acknowledge that we can never guarantee the health of all or that an individual will not come in contact with or come down with COVID-19 or any other illness.**

Due to the evolving nature of COVID-19, federal, state and local orders impacting OMI operations are subject to change without notice. OMI will follow guidelines from the Governor's office, California Department of Public Health (CDPH), California Department of Education (CDE), the Alameda County Public Health Department and best practices from other entities as closely as possible and within reason. Given the constantly evolving circumstances, these plans are subject to change as public health guidelines are updated. The guidelines contained here supersede the guidelines in the IIPP when applicable, but please see the IIPP for information not covered by this supplement. The regular IIPP will go into effect when there is no longer a high risk of community spread of COVID-19.

The supplement is not applicable to non-volunteer parents, students, and third-parties that may enter or conduct business at Oakland Military Institute facilities.



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This Injury and Illness Prevention Program COVID-19 Employee Supplement was reviewed, modified and approved by the OMI Board of Trustees at a regular board meeting held on September 14, 2023.

Kathryn Wong, Human Resources Manager, has the responsibility for implementing and maintaining the Injury and Illness Prevention Program COVID-19 Supplement.

### **Essential Infection Prevention Measures – General Statement**

- The District supports the use of video and/or telephonic meetings, and the establishment of guidelines for maintaining a distance of at least 6 feet between persons, when recommended by state and county health departments during an established pandemic.
- The District supports the distribution of posters to be displayed in common areas that provide physical distancing guidelines.

### **Essential Infection Prevention Measures – Oakland Military Institute Strategies**

Oakland Military Institute, to the extent possible, will implement the following public health department guidelines to mitigate employee exposure to the coronavirus disease (COVID-19) in the workplace.

- OMI supports the use of video and/or telephonic meetings, and the establishment of guidelines for maintaining a distance of at least 6 feet between persons, whenever possible.
- Encourage sick employees to stay home.
- If identified at work and upon notification to a supervisor or administrator that an employee is showing symptoms related to COVID-19, put a mask on immediately and send the employee home or to medical care, as needed.
- Follow public health agency recommendations regarding the prearrangement of office and workplace furniture in keeping with current physical distancing guidelines to the extent possible.
- To the extent supplies are in stock and readily available for distribution, employees will have access to appropriate hygiene products in the workplace.
- Encourage employees to use their own face covers. Face coverings (cloth face cover; face shield; mask) should be worn whenever a OMI employee comes within 6 feet of others. The face covering requirement does not apply to employees who have trouble breathing or who have a medical or mental health condition that prevents the use of a face covering.
  - Cloth face coverings are not Personal Protective Equipment (PPE), but combined with physical distancing of at least 6 feet, they may help prevent infected persons without symptoms from unknowingly spreading COVID-19.



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- Place signs and/or instructions in common areas (e.g., front reception area, school office, public common areas, etc.) to help manage physical distancing and provide other COVID 19 infection prevention information to the general public who may enter school grounds and buildings.

### Essential Infection Prevention Measures – Employee Responsibility

During this COVID-19 public health emergency, Oakland Military Institute employees have a collective responsibility to ensure the protection of all people in the workplace by staying abreast of current public health guidelines to mitigate exposure to the coronavirus disease (COVID-19).

- Employees are required each workday to self-screen at home for COVID-19 symptoms prior to leaving the home for their shift. Employees should follow the CDC guidelines for self-screening at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

An employee should stay home if they are sick, follow public health agency guidelines, and contact their administrator or supervisor.

- Employees who are out ill with fever or acute respiratory symptoms that affect normal breathing who have not been tested for the COVID-19 virus or who have tested negative for the COVID-19 virus, should consult with their physician before physically returning to work.
- Employees who test positive for the COVID-19 virus should not return to work until the following occurs:
  - At least three full days pass with no fever (without the use of fever-reducing medications) and no acute respiratory illness symptoms; and
  - At least 10 days pass since the symptoms first appeared; and
  - Provide a medical release to OMI before physically returning to work.
- Employees who return to work following an illness should promptly report any recurrence of symptoms to their immediate supervisor.
- Employees should practice physical distancing by using video or telephonic meetings as much as practicable, and maintaining a distance of at least 6 feet between persons at the workplace when possible.
- Employees should avoid shared workspaces (desks, offices, and cubicles) and work items (phones, computers, other work tools, and equipment) when possible. If employees must share workspaces, clean and disinfect shared workspaces and work items before and after use.



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- Employees should wash hands with soap and water for at least 20 seconds and/or use hand sanitizer after interacting with other persons and after contacting shared surfaces or objects.
- Employees should cough/sneeze into a cloth or tissue and throw it away (or their sleeve or elbow if no cloth or tissue is available).
- Employees should avoid touching eyes, nose, and mouth with unwashed hands. • Employees should avoid sharing personal items with coworkers (i.e., dishes, cups, utensils, towels).
- Employees should notify their administrator or supervisor if any washing facilities do not have an adequate supply of suitable cleansing agents, water and single-use towels or blowers.
- No employee shall bring cleaning products and/or disinfectants into the workplace that have not been approved by the Administrator of Operations.

### **Personal Protective Equipment (PPE)**

While preventative measures are considered more effective in minimizing exposure to COVID-19, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies. Examples of PPE include: gloves, goggles, face shields, face masks, and respiratory protection, when appropriate. During an outbreak of an infectious disease, such as COVID-19, recommendations for PPE specific to occupations or job tasks may change depending on the updated risk assessments for workers, and information on PPE effectiveness in preventing the spread of COVID-19.

### **Identification of High Traffic – High Touch Common Areas**

OMI recognizes that high traffic – high touch common areas in the workplace need, to the extent possible, cleaning and disinfecting to limit the spread of the COVID-19 virus.

OMI will assign personnel and establish routine schedules to clean and disinfect common surfaces and objects in the workplace. This includes, but is not limited to, classroom technology devices, containers, counters, tables, desks, chairs, benches, door handles, knobs, drinking fountains, refrigerators, vending machines, restroom and bathroom surfaces, and trash cans.

The process of disinfecting includes providing disinfecting products that are EPA approved for use against the virus that causes COVID-19 and following the manufacturer's instructions for all cleaning and disinfection products (e.g., safety requirements, PPE, concentration, contact time.)



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## OMI Response – Confirmed or Suspected COVID-19 Case

OMI will consult with the Governor’s office, California Department of Public Health (CDPH), California Department of Education (CDE), and the Alameda County Public Health Department to ensure preventative practices and response protocols are aligned with current expectations as information about the COVID-19 virus continues to be examined and understood.

### Confirmed COVID-19 Case

The CDC recommends that persons directly exposed to an individual who has tested positive or been diagnosed with COVID-19 should self-quarantine for 14 days (see table below).

<b>Person exposed to a Exposure to an individual</b>	<b>Recommended Precautions</b>	<b>Confirmed case of COVID who has had close contact with a suspected case</b>
<ul style="list-style-type: none"> <li>• Household member</li> <li>• Spouse, partner or significant other</li> <li>• Individual providing care in a household without using recommended infection control precautions</li> <li>• Individual who has had close contact with a confirmed case (less than 6 feet) for a prolonged period of time (15 or more minutes)</li> </ul>	<ul style="list-style-type: none"> <li>• Person who has close contact (less than 6 feet for more than 15 minutes) with a person with symptomatic COVID-19 during the period from 48 hours before symptoms onset until 72 hours after symptoms recovery</li> </ul>	<ul style="list-style-type: none"> <li>• Stay home until 14 days after last exposure and Maintain physical distance (at least 6 feet) from others at all times</li> <li>• Self-monitor for COVID 19 symptoms</li> <li>• Avoid contact with people at higher risk for severe illness</li> </ul>
<p>*Quarantine time for exposure and infection varies based on current health department recommendations.</p>		

If an employee is confirmed by medical verification to have the COVID-19 infection, OMI will





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inform immediate coworkers of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA).

### Cleaning and Disinfecting – Confirmed COVID-19 Case

- Temporarily close the general area where the infected employee worked until cleaning is completed.
- If possible, open outside doors and windows and use ventilating fans to increase air circulation in the area. Wait 24 hours or as long as practical before cleaning and disinfecting the area.
- Conduct deep cleaning of the entire general area where the infected employee worked and may have been, including breakrooms, restrooms and travel areas, with a cleaning agent approved for use by the EPA against the coronavirus.
- OMI custodian personnel cleaning the area should be equipped with the proper personal protective equipment for COVID-19 disinfection (gloves, eye protection, or mask, as needed).

### Suspected COVID-19 Exposure

In a case where an employee knew that they have been in close contact with a person who may have contracted the COVID-19 infection, the employee should self-quarantine in their home or another residence until 14 days from the last date that they were in close contact with that person.

Close contact refers to any person who has been within 6 feet of a potential infectious COVID-19 person for 15 minutes or more. The employee suspected of being exposed to the COVID-19 infection should, as soon as practical, corroborate the COVID-19 exposure by medical verification.

### **Communication**

Communication between employees and Oakland Military Institute on matters relating to COVID-19 mitigation and response is an important aspect to ensure employee safety while in the workplace. Therefore, OMI has a communication system through the Superintendent that is intended to accomplish clear and concise exchange of information by providing a single point of contact for administrators and supervisors.

- All OMI employees are encouraged to report to their immediate administrator or supervisor concerns regarding COVID-19 mitigation practices or possible COVID-19 exposure in the workplace.
- Administrators and supervisors who, after assessing the report, determine that additional



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guidance or assistance is required shall contact the Superintendent who will notify essential OMI personnel for an appropriate response.

### **Employee Training**

Oakland Military Institute will provide training in the general description of COVID-19, symptoms, when to seek medical attention, how to prevent its spread, and the employer's procedures for preventing its spread at the workplace. The training may consist of reviewing written documentation, online video trainings and/or acknowledging receipt of OMI's IIPP COVID-19 Supplement.

## **Injury & Illness Prevention Plan (IIPP)**

Every California employer must establish, implement and maintain a written Injury and Illness Prevention Program (IIPP) and a copy must be maintained at each worksite or at a central worksite if the employer has non-fixed worksites. The requirements for establishing, implementing and maintaining an effective written Injury and Illness Prevention Program are contained in Title 8 of the California Code of Regulations, Section 3203 (T8 CCR 3203) and consist of the following eight elements:

- Responsibility
- Compliance
- Communication
- Hazard Assessment
- Accident/Exposure Investigation
- Hazard Correction
- Training and Instruction
- Recordkeeping

### **Responsibility**

The Injury and Illness Prevention Program (IIPP) administrator is identified as the Oakland Military Institute Superintendent who will have the authority and the responsibility for implementation and maintenance of the IIPP for the Oakland Military Institute College Preparatory Academy.

Supervisors and managers are responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the IIPP. A copy of this IIPP is available at each site



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office and on-line from the OMI website ([www.oakmil.org](http://www.oakmil.org))

### Compliance

All workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all workers comply with these practices include the following practices:

- Upon hire, the bookkeeper will provide all new employees with training. This training will include the IIPP. In addition, the bookkeeper will review the Codes of Safe Practices with new employees. Training may be done on-line, one-on-one, in a group setting, or through written materials. The Codes of Safe Practices can be found in the Appendix for the following job types:
  - Teachers, Instructional Aides and Clerical
  - Food Service Workers
  - Custodians, Maintenance and Grounds Workers
- At the professional training day scheduled before the start of school supervisors and managers will provide all employees with training. This training will include the IIPP.
- All supervisors and managers will review any hazards as reported by staff by phone and take needed action as soon as required. This could include the following:
  - Hazard Correction (see section on Hazard Correction).
  - Additional training to employees as needed.
  - Supervisors/managers may discipline employees who fail to comply with safe and healthful work practices.

### Communication

All supervisors and managers are responsible for communicating with all workers about occupational safety and health in a manner that is understandable to all workers. Communication with our employees includes:

- All employees are trained that they may report safety issues by calling their supervisor without fear of reprisal.
- Informing workers, upon hire and annually thereafter, of our safety and health procedures. This can be through on-line training, staff meetings, posted or distributed safety information and/or other professional development. Monthly Workplace Safety Newsletters and Handouts are sent to supervisors and managers to aid in this process.



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### **Hazard Assessment**

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer in all areas of our workplace. Periodic inspections are performed according to the following schedule:

- When we initially established our IIPP.
- Through the Williams audit.
- Within three weeks of the beginning of school by OMI staff using Safety Inspection Checklists (see Appendix).
- Whenever workplace conditions warrant an inspection, such as
  - When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
  - When new, previously unidentified hazards are recognized; or
  - When occupational injuries and illnesses occur.

### **Accident/Exposure Investigations**

Investigating workplace accidents and hazardous substance exposures is initiated when the bookkeeper is alerted to an incident using the Quick Reference Guide for Accident Investigation, found in the Appendix. Once the information is collected, the Human Resources Manager or other designee of the Superintendent, will be informed and will conduct an investigation using the Accident/Exposure Investigation Report (see Appendix).

### **Hazard Correction**

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner and documented using the Corrective Action Report found in the Appendix. Hazards shall be corrected according to the following procedures:

- When observed or discovered.
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers who are required to correct the hazardous condition shall be provided with the necessary protection.

### **Training and Instruction**

All workers, including supervisors and managers, shall have training and instruction on general and job-specific safety and health practices. Training and instruction is provided:



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- When the IIPP is first established.
- Upon hire, the Human Resources department will provide all new employees with training. This training will include the IIPP. In addition, the bookkeeper will review the Codes of Safe Practices with new employees. Training may be done on-line, one-on-one, in a group setting, or through written materials.
  - A professional training day scheduled for supervisors and managers will provide all employees with training. This training will include the IIPP.
  - When a new or previously unidentified hazard is recognized, such as when new substances, processes, procedures or equipment are introduced into our workplace.
  - To supervisors and managers to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed.
  - To all workers with respect to hazards specific to each employee's job assignment.

General workplace safety and health practices include, but are not limited to, the following:

Implementation and maintenance of the IIPP.

- OMI handbooks and manuals including
  - Suicide Prevention
  - Bloodborne Pathogens Exposure Plan;
  - Comprehensive School Safety Plan;
  - Integrated Pest Management Plan;
  - Student Handbook;
  - Suicide Prevention Plan;
  - Teacher Handbooks; and
  - Wellness Plan.
- Provisions for medical services and first aid including emergency procedures as noted in the Comprehensive School Safety Plan.
- Proper lifting techniques.
- Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly and promptly cleaning up spills.
- Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.



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- Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
- Proper reporting of hazards and accidents to supervisors and managers.
- Hazard communication, including worker awareness of potential chemical hazards and proper labeling of containers.
- Training provided to specific individuals including
  - AED
  - CPR/First Aid
  - Concussion Awareness
  - EpiPen

### Record Keeping

We are a local governmental entity and we are not required to keep written records of the steps taken to implement and maintain our IIP Program.

### COVID-19 Employee Supplement

See the COVID-19 Employee Supplement for specific guidance on the procedures Oakland Military Institute will use when school is closed due to shelter in place orders or when physical distancing is in place. **While we strive to keep everyone healthy, we must acknowledge that we can never guarantee the health of all or that an individual will not come in contact with or come down with COVID-19 or any other illness.** Due to the evolving nature of COVID-19, federal, state and local orders impacting OMI operations are subject to change without notice. OMI will follow guidelines from the Governor's office, California Department of Public Health (CDPH), California Department of Education (CDE), the Alameda County Public Health Department and best practices from other entities as closely as possible and within reason. Given the constantly evolving circumstances, these plans are subject to change as public health guidelines are updated.

### Resources from Cal/OSHA

#### Cal/OSHA Consultation Service

The Consultation Services of Cal/OSHA provides a free service to help employers and employees with health and safety issues at their workplaces, without the risk of citations or monetary fines. The professional staff of health and safety consultants can help develop and implement the Injury and Illness Prevention Program (IIPP). The office serving this area is in Oakland and can be reached at (510)-622-2916.



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## On-Line Resources

Additional resources are available on the Cal/OSHA website at [www.dir.ca.gov/dosh/dosh\\_publications/iipp.html](http://www.dir.ca.gov/dosh/dosh_publications/iipp.html).

## Appendix

- Employee Codes of Safe Practices
  - Teachers, Instructional Aides and Clerical
  - Food Service Workers
  - Custodians, Maintenance and Grounds Workers
  - Protective Clothing Reference Chart
- Safety Inspection Checklists
  - Office/Classrooms
  - Facility
  - Cafeteria
  - Science Laboratory
- Quick Reference Guide for Accident Investigation •  
Accident/Exposure Investigation Report
- Corrective Action Report
- Employee Accident Report

## **Codes of Safe Practices – Office and Classroom Employees (Including Certificated Teachers, Classified Instructional Aides, Classified Confidential, District Office and Management personnel)**

### General Safety Rules

This work environment is generally considered to be a safe one and these workers tend to be complacent about their safety since there are no obvious safety hazards. It is this complacency that can lead to unsafe work practices and eventually injuries.

- Be aware of where you are walking. Trip and slip hazards include things like stacks of paper or boxes, recently polished and slick floors, or extension cords.
- Be aware of the location of the nearest fire extinguisher. It may come in handy. Read the instructions on the extinguisher now, before you need to use it.



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- Familiarize yourself with the emergency exit procedures. An emergency plan must be posted near the exit to notify all employees and students of how to exit the room, the evacuation route and where they are to assemble after.
- Chairs are not step stools. Don't use them for that purpose. Use a step stool or ladder when reaching for elevated supplies and materials.
- Electric extension cords are to be used only as a temporary source of power. Extension cords should be unplugged, rolled up and stored immediately after use.
- Flammable and combustible liquids may not be stored in classrooms.
- Be cautious with flammable materials. They may not be attached to windows and doors and no more than 50% of all the wall space may be covered with flammable materials. Window coverings, drapes and curtains may not be installed unless they meet the State Fire Marshall's fireproofing requirements.
- Keep it neat. Avoid clutter both on the desktop and underneath the desk. Keep your workstation and the area around it orderly.

### Ergonomic Safety Rules

Some in this group do not spend the majority of time at their desks using the computer, but they still need to be aware of Repetitive Motion Injuries (RMI). Repetitive Motion Injuries are the most prevalent injuries among those who spend most of their day at a desk working with computers. Individuals using computers should take the following steps to reduce the chance of such an injury.

- Make the necessary adjustments to your chair. Most chairs will have at least two or three adjustment levers to use to change the height and tilt of the seat and backrest. Adjust the chair so you can achieve the most comfortable typing position.
- Take the weight on your feet. Ensure that your feet rest on the ground so that not all the weight is on your lower back. If your feet do not reach the ground, utilize a footrest.
- Type with your wrist at a neutral position. Adjust the height of chair and keyboard to ensure that, while typing, the shoulders are relaxed, there is a 90-degree angle at the elbow and the wrist is in a flat position (i.e. no raising or lowering of the wrist from the forearm in order to reach the keys).
- Avoid neck and eye strain. Position the monitor directly in front of you at a distance with its top at eye level. Keep the monitor between 18" and 24" from the eye and place it at a right angle





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to the window. If you are entering data from a document, prop the document up or, better still, place it at eye level with the use of a document holder.

- Keep the mouse close. Avoid having to reach either up or out to use the mouse. If possible it should be kept next to and at the same height as the keyboard. Hold the mouse gently and move it with the arm rather than the wrist.
- Take your breaks. Take micro-breaks from typing for 2-3 minutes every half-hour and stop typing for ten minutes after typing uninterrupted for 2 hours. If possible, get outside during breaks for some valuable fresh air and, during the day, regularly stretch the hands, arms and back.

### Equipment Safety Rules

- Electric powered equipment can be a shock hazard. Periodically check the equipment for frayed cords and defective plugs. Never clean or service electric powered equipment with the power on; always disconnect the equipment from the power source. Don't use the equipment with wet hands or while on a damp floor.
- Shut off electrical equipment when not in use.
- Be careful with paper cutters. Cutters should only be used on a level, unobstructed and clear surface. The finger guard must be in place before using the cutter. The lever should be put down and in the locked position when it is not being used.
- Photocopy machines could be harmful to the eyes. These machines emit an extremely bright light. Always make sure the machine cover is down when operating it.
- Close file cabinet and desk drawers when not in use. File cabinets are unstable with the drawers open and a co-worker or student could walk into an open drawer.

### Materials Storage and Storeroom Safety Rules

- Store materials in an organized way. Do not overload shelves and drawers. Do not store materials on top of cabinets. Materials may not be stored within 36" of the ceiling.
- Store your equipment safely.
- Keep the storeroom neat. Everything should have its place in the storeroom. Avoid placing old



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boxes and files in there on a permanent basis and keep clutter to a minimum. A neat, clean storeroom can greatly reduce the chance of accidents.

- Weight can be a safety hazard. Heavier items should be stored on the lower shelves at about chest height or lower.
- Place cabinets and shelves away from room exits. They could fall over and block the exit.
- Keep aisles and passageways free of materials. As well as being a trip and fall hazard, they could also impede a quick exit in an emergency.
- Electrical/water heater rooms are not storerooms. Rooms with main electrical panels are not designed as storerooms. If electrical rooms must be used for storage, however, make sure there is a clear area at least 36" from electrical panels. Electrical rooms must be free of all liquids. A water heater is a source of ignition; don't store flammable materials in rooms with water heaters.

### Lifting Rules

It is just as important to keep your body in shape for the task as it is any other tool you use for other jobs. You can injure yourself just as easily lifting light objects as you can lifting heavier ones if you don't lift properly and your "tool" is not in shape for the job. Lifting is a thinking person's job.

- Before you lift something, prepare yourself and plan the move. Make sure you are limber and physically fit enough to do the task safely. Daily exercises will keep your body ready for lifting and help you feel better. Size up the load to make sure you can handle it safely. If you think the load is too bulky or too heavy, ask someone to help you or try to break it up into smaller, more manageable loads. Use a hand truck or dolly if necessary. Plan your route and make sure the path is clear of trip, slip and fall hazards.
- Use proper body mechanics when lifting. Stand close to the object with your feet about shoulder width apart. Squat down, bending at the hips and knees. Keep your back straight. As you grip the load, arch your lower back inward by pulling your shoulders back and sticking your chest out with chin tucked in. Be sure to keep the load close to your body. When you set the load down, squat down, bending at the hips and knees, keeping your lower back arched in.
- Turn, don't twist. Twisting is not the thing to do. Instead of twisting, turn your whole body in the direction that you want to go. Twisting when carrying a load puts a lot of undue stress on your back.
- Push, don't pull. Whenever you have to move something that is on a cart, a dolly, or a hand truck, push the load. Pushing puts less strain on your back.



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- Don't store heavy objects higher than your waist. If heavy objects aren't stored higher than your waist then you won't have to lift them higher than your waist. Lifting objects overhead puts a lot of undue stress on your back. It's one of the surest ways to injure your back.

Lift like a pro and avoid the pain. Learning how to lift and carry safely is one of the most important things you can do for your back. It's not hard to put these suggestions to use and the payoffs will be well worth the time and effort you put into it.

### **Codes of Safe Practices – Food Service Workers (Including Cafeteria Helper, Kitchen Lead and Food Services Manager)**

#### General Safety Rules

- Be aware of where you are walking. Trip and slip hazards are common in the kitchen. Always put out "Caution, Wet Floor" signs before damp mopping a hard surface floor. Always mop up liquid spills immediately.
- Be aware of the location of the nearest fire extinguisher. It may come in handy. Read the instructions on the extinguisher now, before you need to use it.
- Familiarize yourself with the emergency exit procedures. An emergency plan must be posted near the exit to notify all employees and students of how to exit the room, the evacuation route and where they are to assemble after.
- Chairs are not step stools. Don't use them for that purpose. Use a step stool or ladder when reaching for elevated supplies and materials.
- Electric extension cords are to be used only as a temporary source of power. Extension cords should be unplugged, rolled up and stored immediately after use.
- Watch out for other employees who may be daydreaming, in a hurry, or engaging in horseplay. All of those behaviors jeopardize both their own safety and yours.
- Know the general layout of the kitchen and the location of the nearest exit in case you have to leave the area in a hurry.
- Assume heat-producing equipment, such as stoves and steamers, are hot.
- Don't use wet potholders or mittens. The moisture will transmit heat to your hands.



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- Water and hot grease can be a burn hazard. Don't put a wet basket into a hot deep fryer. This could cause splattering which results in a burn.
- Be cautious of loose clothing when operating equipment. It could get caught in the equipment.
- Be sure others are aware of what you are doing. This awareness could help prevent accidental or careless movements that could result in an injury.
- Rolling carts should be pushed, not pulled. If carts don't move easily, inspect the wheels for damage. Be aware of cracks and bumps when pushing carts on asphalt or cement. Don't overload carts and don't load them top heavy.
- Be alert to the careless actions of others.

### Tools/Equipment Safety Rules

Because you use your tools and equipment daily, you can begin to take them for granted. This is a safety hazard to be avoided. Always think "safety" when using kitchen tools and equipment.

- Have an experienced operator provide instructions and a demonstration of the equipment before you use it. Practice using the equipment before you begin a large-scale job.
- Prepare both the equipment and yourself for work. Examine the tool/equipment for safety defects before you use it. Check electrical cords for frayed wires and defective plugs. If an extension cord is required, make sure the gauge of wire in the cord is compatible with the power supply and tool. Make sure the ground plug is in place. Examine the tool for cracks and safety defects. Check for loose or missing bolts and knobs. Keep safety guards in place at all times. Make sure the ground fault interrupter is working properly. Wear protective equipment and clothing (See Protective Equipment and Clothing Reference Chart). If in doubt about what protective equipment and clothing is needed, please ask the Maintenance, Operations and Transportation Supervisor.
- Avoid hazards while operating equipment. Clear the work area of trip, slip and fall hazards and things that might get in your way while working. When working with electric equipment, make sure your hands are dry. Do not stand on a wet floor when inserting the plug into or pulling the plug from the electric receptacle. Be mindful of pedestrians and your surroundings. Students should not be allowed to operate tools or equipment.
- Keep tools and equipment clean. Always unplug electric equipment before cleaning it. Store tools, like knives and other utensils, in a place designated for the tools.



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- Report any inoperative or unsafe equipment to your supervisor or manager. Take any unsafe equipment out of service until it can be repaired or replaced. If the equipment remains inoperative beyond a reasonable amount of time, follow the chain of command to ensure it gets repaired or replaced.

### **Codes of Safe Practices – Maintenance, Operations and Transportation Employees** (Including Custodian, Groundskeeper, Maintenance and Operations Supervisor)

#### Personal Safety Rules

Custodians, maintenance personnel and grounds workers often work alone, at night and when school is not in session. Special precautions must be taken against unwanted visitors.

- Pay attention to your surroundings. Custodial work can become routine and your attention may waver. You must keep alert and aware of what is going on around you.
- Work in a well-lit area. Make sure security lighting is functioning properly. Replace burned out bulbs and clean lenses when necessary. Report inoperative outside security lights to your supervisor. Adjust cleaning schedules to include unlit areas during daylight hours when possible. Obtain a flashlight if it would be useful.
- Know where co-workers are working. Know where to get help if you need it. To communicate with co-workers, custodians can use two-way radios. Just the sight of the radio may be a deterrent to unwanted visitors.
- Get help with heavy or awkward objects. Don't try to do a job by yourself if it requires two people to do it safely.
- When working inside, make sure entrances are secured. Check doors to make sure they are locked from the inside when cleaning interiors. Make sure you can promptly exit the room in an emergency.
- Use good judgment. You are not a police officer or security guard. Only approach unwanted visitors when you feel comfortable doing so. Don't hesitate to call your supervisor or an administrator or 9-1-1 for help.
- Be aware of where you are walking. Trip and slip hazards are common in the kitchen. Always



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put out "Caution, Wet Floor" signs before damp mopping a hard surface floor. Always mop up liquid spills immediately.

- Be aware of the location of the nearest fire extinguisher. It may come in handy. Read the instructions on the extinguisher now, before you need to use it.
- Familiarize yourself with the emergency exit procedures. An emergency plan must be posted near the exit to notify all employees and students of how to exit the room, the evacuation route and where they are to assemble after.
- Chairs are not step stools. Don't use them for that purpose. Use a step stool or ladder when reaching for elevated supplies and materials.
- Electric extension cords are to be used only as a temporary source of power. Extension cords should be unplugged, rolled up and stored immediately after use.
- Be cautious of loose clothing when operating equipment. It could get caught in the equipment. •

Rolling carts should be pushed, not pulled. If carts don't move easily, inspect the wheels for damage. Be aware of cracks and bumps when pushing carts on asphalt or cement. Don't overload carts and don't load them top heavy.

### Materials Storage and Storeroom Safety Rules

An overcrowded, unorganized storeroom is an accident about to happen. A misplaced broom or mop may cause you to trip and injure yourself. Improperly stored food and cleaning supplies can cause serious injuries. A neat, clean storeroom can greatly reduce the potential for accidents.

- Store your tools and equipment safely. Each tool should have its place in the storeroom. The tools should only be stored after inspecting them for safety hazards and cleaning them. Check electrical tools for frayed wires and defective plugs. Make sure the ground plug is in place. Cords should be neatly wrapped and secured on the tool. Keep extension cords in good repair.
- Weight can be a safety hazard. Heavier items should be stored on the lower shelves at about chest height or lower.
- Electrical/water heater rooms are not storerooms. Rooms with main electrical panels are not designed as storerooms. If electrical rooms must be used for storage, however, make sure there is a clear area at least 36" from electrical panels. Electrical rooms must be free of all liquids. A water heater is a source of ignition; don't store flammable materials in rooms with



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water heaters.

- Store supplies and chemicals safely. All chemical containers must be properly labeled. Store chemicals according to instructions on container labels. Be aware of where the Safety Data Sheets are kept for all the chemicals you use. Flammable cleaning supplies must be stored away from sources of ignition like hot water heaters. Cleaning supplies and food must always be stored separately.
- Keep it neat. Keep at least one aisle of your storage areas open at all times. Protruding nails and torn or sharp corners can cause serious cuts and bruises. Remove or pad them.

### Electrical Powered Tools Safety Rules

Tools can save time and make your job easier, but each power tool has potential risks that must not be ignored. Because you use your tools daily, you can begin to take them for granted. Always think "safety" when using your tools.

- Have an experienced operator provide instructions and a demonstration of the equipment before you use it. Practice using the equipment before you begin a large-scale job.
- Prepare both the equipment and yourself for work. Examine the tool/equipment for safety defects before you use it. Check electrical cords for frayed wires and defective plugs. If an extension cord is required, make sure the gauge of wire in the cord is compatible with the power supply and tool. Make sure the ground plug is in place. Examine the tool for cracks and safety defects. Check for loose or missing bolts and knobs. Keep safety guards in place at all times. Make sure the ground fault interrupter is working properly. Wear the protective equipment and clothing provided by your supervisor or manager and recommended by the equipment manufacturer (See Protective Equipment and Clothing Reference Chart). If in doubt about what protective equipment and clothing is needed, please ask the Maintenance, Operations and Transportation Supervisor
- Avoid hazards while operating equipment. Clear the work area of trip, slip and fall hazards and things that might get in your way while working. Designate the work areas with safety cones when possible. Keep a tight grip on the equipment and position the tool comfortably close to your body. Be mindful of others around you.
- When working with electric equipment, make sure your hands are dry. Do not stand on a wet floor when inserting the plug into or pulling the plug from the electric receptacle. Be mindful of pedestrians and your surroundings. Always shut off the tool when you are not using it and disconnect it from the power supply. Students should not be allowed to operate tools or equipment.



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- Keep tools and equipment clean. Always unplug electric equipment before cleaning it. Store tools, like knives and other utensils, in a place designated for the tools.
- Charging batteries can be dangerous. Take special precautions when charging batteries on electric carts. Charge the batteries only in a well-ventilated area away from any sources of ignition.
- Report any inoperative or unsafe equipment to your supervisor or manager. Take any unsafe equipment out of service until it can be repaired or replaced. If the equipment remains inoperative beyond a reasonable amount of time, follow the chain of command to ensure it gets repaired or replaced.

### Fuel Powered Tools Safety Rules

These tools have potential risks that must not be ignored. Oscillating blades on hedge trimmers can cut and maim. High velocity air from blowers can kick up dust and debris into the eyes and lungs. The cutting surfaces of chain saws are capable of gnawing chunks of skin and bone. Tools can save time and make your job easier, but each power tool has potential risks that must not be ignored. Because you use your tools daily, you can begin to take them for granted. Always think "safety" when using your tools.

- Have an experienced operator provide instructions and a demonstration of the equipment before you use it. Practice using the equipment before you begin a large-scale job.
- Take care when refueling and storing the equipment. Using a safety can, refuel on a hard surface in a well ventilated area. Refuel when the tool or equipment is cool and let the piece cool before transporting and storing it. If storing for long periods, drain the liquids. Fuel must be kept in and dispensed from an Underwriters Laboratory (UL) listed safety container and stored in a properly vented flammable liquids cabinet.
- Prepare both the equipment and yourself for work. Examine the tool/equipment for safety defects before you use it. Examine the tool for cracks and safety defects. Check for loose or missing bolts and knobs. Keep safety guards in place at all times. Wear the protective equipment and clothing provided by your supervisor or manager and recommended by the equipment manufacturer (See Protective Equipment and Clothing Reference Chart). If in doubt about what protective equipment and clothing is needed, please ask the Maintenance, Operations and Transportation Supervisor
- Avoid hazards while operating equipment. Clear the work area of trip, slip and fall hazards and things that might get in your way while working. Be mindful of pedestrians and your





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surroundings. Always shut off the tool when you are not using it.

### Machinery Safety Rules

- Have an experienced operator provide instructions and a demonstration of the equipment before you use it. Practice using the equipment before you begin a large-scale job.
- Learn safeguarding techniques for each machine. Become familiar with the purpose and nature of each required guard and how to inspect and use the guards. Do not remove the guards without the approval of the maintenance supervisor.
- Prepare the equipment and yourself for work. Thoroughly inspect the equipment prior to using it. Make sure all the factory installed safety devices are operating properly and don't use the equipment if they are not. Immediately report all equipment faults to your supervisor or manager.
- Review the Protective Equipment and Clothing Reference Chart required for safe use of each machine. Become familiar with and wear the protective equipment and clothing provided by your supervisor or manager and recommended by the equipment manufacturer. (See Protective Equipment and Clothing Reference Chart). If in doubt about what protective equipment and clothing is needed, please ask the Maintenance, Operations and Transportation Supervisor.
- Be aware of the non-mechanical hazards. Recognize other potential hazards; they include noise (wear hearing protection if recommended), possible chemical splashing, sparking and excessive heat.
- Keep the area in and around the machine neat and well lit. Poor housekeeping and lighting are factors in a number of machine injuries. Any limitations to vision or mobility are potentially dangerous.
- Do not wear loose loose-fitting clothes or jewelry. Long hair also needs to be confined.
- Follow lockout/tagout procedures when performing maintenance. Review the procedures with your supervisor or manager before disconnecting the machine from its source of power. Stay in control of that source of power - through either a lock or tag - while working on the machine.

### Riding Equipment Safety Rules

Not only the operator of riding equipment is at risk, but also other staff and students in the area. Awareness of safety must be high at all times when using this equipment.



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- Have an experienced operator provide instructions and a demonstration of the equipment before you use it. Practice using the equipment before you begin a large-scale job. Practice on a small area before taking the equipment out on the job.
- Prepare the equipment and yourself for work. Thoroughly inspect the equipment prior to using it. Make sure all the factory installed safety devices are operating properly and don't use the equipment if they are not. Immediately report all equipment faults to your supervisor or manager. Wear protective equipment and clothing (See Protective Equipment and Clothing Reference Chart). If in doubt about what protective equipment and clothing is needed, please ask the Maintenance, Operations and Transportation Supervisor.
- Avoid hazards while operating the equipment. Before you start to use the equipment clear the work area of potential hazards. Check the area for rocks and small objects that could be hurled by the blades. Remove other obstructions. Designate the work areas with safety cones or barrier tape when possible.
- Keep alert. While using some riding equipment, it is possible to lose concentration. You must guard against becoming unaware of your surroundings. Keep staff and students at a safe distance from the equipment and work area. Never allow other riders on the equipment when you are operating it. Students are never allowed on any riding equipment.
- Do not leave the equipment unattended. After turning off the equipment, remove the ignition key. The equipment must never be left unattended in an area where students have access - children may think it is an interesting toy, not the potentially dangerous piece of equipment it is.
- Always clean the equipment after use and store it in a secure area.

### Tree Trimming Safety Rules

- There is a difference between pruning and trimming. Tree trimming requires special training and equipment. Tree trimming operations should be supervised directly by the Maintenance, Operations and Transportation Supervisor or their designee. Pruning is the removal of a branch for various reasons - it's broken and about to fall, it is low enough for students to reach, or the branch obstructs the use of play equipment. If you are in doubt about whether you should do the work, consult with your supervisor or manager.
- Familiarize yourself with the tools to use and the job at hand. Carefully survey the job, looking for electrical power lines and other potential hazards. Plan ahead for where branches may fall. Wear the necessary protective equipment and clothing (See Protective Equipment and



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Clothing Reference Chart). If in doubt about what protective equipment and clothing is needed, please ask the Maintenance, Operations and Transportation Supervisor.

- Avoid hazards while pruning. Clear the work area of trip and fall hazards and things that might get in your way while working. Designate the work area with safety cones or barrier tape when possible. Remember ladder safety rules. Don't bite off more than you and your tools can handle. Prune branches off in small pieces not more than two feet long. Start pruning from the section furthest away from the trunk, working your way towards the trunk.
- Clean up is part of the job. Immediately after pruning, remove the debris.

### Electrical Repairs Safety Rules

- Take charge of the source of power. Disconnect the fixture or equipment from its source of power and make sure it cannot be electrified without your knowledge and consent. Install your own padlock on the circuit breaker panel or lever to ensure that you have control over the electrical supply system. If it is not possible to lock the panel, post a sign stating "Person at Work". Remove the padlock or sign when the task is completed.
- Do not perform electrical repairs around water.
- Never put your hands into an area that you cannot see. Live wires may be there. •

Always replace a fuse with one that is of the same type and size.

- All electrical installations should be made in compliance with the National Electric Code.

### Plumbing Repairs Safety Rules

- Be careful with PVC cement. When using PVC cement, make sure the work area is well ventilated and there are not sources of ignition nearby. Always wash your hands after using PVC cements and solvents.
- Inspect the immediate work area prior to performing brazing operations. Ensure that no flammable liquids or combustible materials are present.
- Ensure that a fire extinguisher is available. If brazing is done in or near wall studs or other



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flammable material, a Class A portable fire extinguisher should be immediately available.

### Protective Clothing Reference Chart

Note: This is a general reference chart only. Always consult the tool/ equipment manual or your supervisor for the required protective clothing before using any tool or equipment.

Tool/Equipment	Hard Hat	Goggles	Gloves	Hearing	Mask
Line Trimmer		X	X	X	
Edger		X	X	X	
Hedge Trimmer		X	X	X	
Chain Saw	X	X	X	X	
Blower		X	X	X	X
Pressure Washer			X	X	
Power Auger			X	X	
Trencher			X	X	
Litter Vacuum			X	X	
Rototiller			X	X	
Paint Striper		X	X	X	X
Walk Behind Mower		X	X	X	
Riding Equipment			X	X	
Pesticide/Herbicide		X	X		X
Electric Power Tools		X	X	X	X
Other Tools/Equipment	AR	AR	AR	AR	AR



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AR=As Recommended in manual

## Office/Classroom Safety Inspection Checklist

Date:

Location:

Supervisor/Manager:

Department:

Inspector:

Job Title:

### Administration and Training

Yes	No	N/A		
			1.	Does the department have a written Injury & Illness Prevention Plan? Are all departmental safety records maintained in a centralized file for easy access? Is it current?
			2.	Have all of the employees completed IIPP training?
			3.	Do all employees have access to the Comprehensive School Safety Plan and know their responsibilities?
			4.	Are all training records up to date for each employee?
			5.	Are chemical products used in the office/classroom? (Are Material Safety Data Sheets maintained?)
			6.	Are the Cal/OSHA Information Poster and Workers' Compensation Bulletin posted? Are the Safety Briefs newsletters being sent to the area?
			7.	Are annual workplace inspections being performed? Are records being maintained?
			8.	Has there been any employee accidents from this department? Are there Accident/Exposure Investigation Reports completed for each incident?



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### General Safety

Yes	No	N/A		
			9.	Are ergonomic issues being addressed for personnel using computers?
			10.	Is a fully stocked first-aid kit available? Do all employees in the area know its location?
			11.	Are all cabinets, shelves, or furniture above 5 feet in height secured to prevent toppling during an earthquake?
			12.	Are all books and supplies stored so as not to fall during an earthquake? (Store heavy items low to the floor, shelf lips on shelves above work areas.)
			13.	Is the office/classroom kept clean? Are trash and other recyclable materials removed promptly?
			14.	Are emergency phone numbers posted where they can be readily found in case of an emergency?
			15.	Are there signs marking the exits from the building?
			16.	Is there emergency lighting in rooms without windows?

### Fire Safety

Yes	No	N/A		
			17.	Are all exits, fire alarms, pull boxes, extinguishers, sprinklers and fire notification devices clearly marked and unobstructed?
			18.	Are all aisles/corridors unobstructed to allow unimpeded evacuations?
			19.	Is a clearly identified, charged, currently inspected and tagged, wall mounted fire extinguisher available within 75 feet of all work areas? (No empty wall hooks, charge needles in the red, missing plastic pin tabs or extinguishers on the floor.)



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			20 .	Are fire alarm pull stations visible and accessible?
			21 .	Is the access to the fire alarm panel unobstructed?
			22 .	Are fire evacuation procedures posted?
			23 .	Are evacuation plans current?
			24 .	Are fire evacuation drills conducted at least monthly?

## Electrical Safety

Yes	No	N/A		
			25 .	Are all plugs, cords, electrical panels and receptacles in good condition (no exposed conductors or broken insulation)?
			26 .	Are all circuit breaker panels accessible with each breaker appropriately labeled?
			27 .	Are fused power strips being used in lieu of receptacle adapters? Are additional outlets needed in some areas?
			28 .	Is lighting adequate throughout the work environment?
			29 .	Are extension cords being used correctly? (They must not be run through walls, doors, ceilings; not represent a trip hazard running across aisle ways; not be used as a permanent source of electrical supply-use fused outlet strips or have additional outlets installed; not be linked together.)
			30 .	Are portable electric heaters being used? (If so, use fused power strips and locate away from combustible materials.)

Comments:



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## Facility Safety Inspection Checklist

Date:

Location:

Supervisor/Manager:

Department:

Inspector:

Job Title:

### Administration and Training

Yes	No	N/A		
			1.	Does the department have a written Injury & Illness Prevention Plan? Are all departmental safety records maintained in a centralized file for easy access? Is it current?
			2.	Have all of the employees completed IIPP training?
			3.	Have all employees received General Safety Training (fire, earthquake, lifting, emergency evacuation, etc.)?
			4.	Are all employees familiar with the use of MSDS?
			5.	Have all employees been instructed in how to operate the equipment they are required to use?
			6.	Have all employees been trained in how to protect themselves from the hazards identified in their work area?
			7.	Are all employees current on any specialized training needed?
			8.	Are all training records up to date for each employee?
			9.	Do all employees have access to the Comprehensive School Safety Plan and know their responsibilities?
			10.	Are the Cal/OSHA Information Poster and Workers' Compensation Bulletin posted? Are the Safety Briefs newsletters being sent to the





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				area?
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## Fire Safety

Yes	No	N/A		
			11	Are all exits, fire alarms, pull boxes, extinguishers, sprinklers and fire notification devices clearly marked and unobstructed?
			12	Is trash, debris and oily rags removed from the shop daily? Are metal cans available for storage of oily rags?
			13	Are all aisles cleared and building exit corridors clear for safe egress?
			14	Are all flammable solvents in excess of 10 1-gallon containers stored in approved flammable storage cabinets?
			15	Are spraying operations which employ flammable materials conducted inside spray booths?
			16	Are flammable and combustible materials stored at least 25 feet away from heat or ignition sources?
			17	Are flammable gas cylinders stored at least 25 feet away from oxygen cylinders or ignition sources?
			18	Are fire separators intact (no holes in firewalls, no doors to exit

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Yes	No	N/A		
				corridors propped open, etc.)?
			19	Is a clearly identified, charged, currently inspected and tagged, wall mounted fire extinguisher available within 75 feet of all work areas? (No empty wall hooks, charge needles in the red, missing plastic pin tabs or extinguishers on the floor.)



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			20 .	Are employee workstations arranged to be comfortable without unnecessary strain on backs, arms, necks, etc.?
			21 .	Is there an inspection card attached to each fire extinguisher and are monthly inspections properly documented?
			22 .	Is a fully stocked first-aid kit available? Do all employees in the area know its location?
			23 .	Is the office kept clean of trash and other recyclable materials removed promptly?
			24 .	Are fire alarm pull stations visible and accessible?
			25 .	Is the access to the fire alarm panel unobstructed?
			26 .	Are fire evacuation procedures posted?
			27 .	Are evacuation plans current?
			28 .	Are fire evacuation drills conducted at least monthly
			29 .	Are there signs marking the exits from the building?
			30 .	Is there emergency lighting in rooms without windows?

### Electrical Safety

Yes	No	N/A		
			31 .	Are all plugs, cords, electrical panels and receptacles in good condition (no exposed conductors or broken insulation)?
			32 .	Are all circuit breaker panels accessible with each breaker appropriately labeled?



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			33 .	Are fused power strips being used in lieu of receptacle adapters? Are additional outlets needed in some areas?
			34 .	Is permanent building wiring installed away from public contact (in conduit, raceways, or walls)?
			35 .	Are Ground Fault Circuit Interrupters available for use in wet areas?
			36 .	Are extension cords being used correctly? (They must not be run through walls, doors, ceilings; not represent a trip hazard running across aisle ways; not be used as a permanent source of electrical supply-use fused outlet strips or have additional outlets installed; not be linked together.)

## Mechanical Safety

Yes	No	N/A		
			37 .	Is defective equipment promptly repaired? (If defects pose an imminent danger, then remove out of service.)
			38 .	Are all the machine guards for belts, gears, and points of operation in place and adjusted properly?
			39 .	Are machine and tool switches safe (easy access to disengage, stay off if de-energized and re-started)?

Yes	No	N/A		
			40 .	Are gas welding torches equipped with flashback arrestors? Are arc welders properly grounded with safe wiring?
			41 .	Are air tanks greater than 1.5 cubic feet (11.22 gal.) capacity inspected as evidenced by a current posted Cal/OSHA permit?
			42 .	Are cranes, slings, ropes, hoists, jacks, jack stands, etc., inspected prior to each use and used safely?
			43 .	Are floors maintained clean, spills wiped up promptly and anti-slip materials used where moisture is prevalent?



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			44 .	Are all cabinets, shelves and equipment greater than 5 feet high secured to prevent injury to personnel?
			45 .	Are cutting blades disposed of in rigid containers to prevent injury to custodial personnel?
			46 .	Are guardrails installed around floor openings and lofts, along catwalks, etc., to prevent employee falls?
			47 .	Are potable water, soap and towels available for hand washing?
			48 .	Are all plumbing fixtures served by Industrial Water labeled to prohibit drinking?
			49 .	Are forklifts inspected frequently for defects, equipped with proper safety devices and operated safely?
			50 .	Are excessive noise levels adequately controlled?
			51 .	Is a fully stocked first-aid kit available? Do all employees in the area know its location?
			52 .	Are stacked and shelved items stored to prevent falling during an earthquake? (Consider installing 2 inch shelf lips or other means of restraining items, especially above exits and employee workstations.)
			53 .	Are cross-connections between potable water and sewer inlets promptly abated (remove hoses which extend into sinks or down drains) and leaking backflow protection devices promptly repaired?

## Hazardous Materials/Personal Protection

Yes	No	N/A		
			54 .	Are chemicals stored to prevent spills?
			55 .	Are carcinogens handled safely to reduce employee exposure?



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			56 .	Are all hazardous wastes disposed of and not poured into the sewer system?
			57 .	Is a plumbed emergency shower available within 100 feet of all areas where chemicals may splash onto an employee's body?
			58 .	Is a plumbed emergency eyewash station available within 100 feet of all chemical splash or mechanical hazards such as grinding operations?
			59 .	Are gloves suitable for the hazard warranting protection (chemicals, heat, friction, etc.) available?
			60 .	Is eye protection suitable for the hazard warranting protection (welding, chemicals, particulates, etc.) available?
			61 .	Is hearing protection suitable for the hazards warranting protection available?
			62 .	Are safety shoes available for those employees subject to falling objects

Yes	No	N/A		
				and other foot impact hazards?
			63 .	Are hard hats available for employees subject to falling objects, low overhead obstructions, etc.?
			64 .	Are aprons or other suitable clothing available for employees subject to chemicals, oil, grease, etc.?
			65 .	Are lockout locks and tags available for employees who work on equipment served by hazardous energy sources?

Comments:

## Cafeteria Safety Inspection Checklist

Date:

Location:



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Supervisor/Manager:

Department:

Inspector:

Job Title:

## Administration and Training

Yes	No	N/A		
			1.	Does the department have a written Injury & Illness Prevention Plan? Are all departmental safety records maintained in a centralized file for easy access? Is it current?
			2.	Have all of the employees completed IIPP training?
			3.	Do all employees have access to the Comprehensive School Safety Plan and know their responsibilities?
			4.	Are all training records up to date for each employee?
			5.	Are chemical products used in the cafeteria? (Are Material Safety Data Sheets maintained?)
			6.	Are the Cal/OSHA Information Poster and Workers' Compensation Bulletin posted? Is the Safety Briefs newsletter being sent to the area?
			7.	Are annual workplace inspections being performed? Are records being maintained?
			8.	Has there been any employee accidents from this department? Are there Accident/Exposure Investigation Reports completed for each incident?
			9.	Have all employees been instructed in how to operate the equipment they are required to use?
			10.	Have all employees been trained in how to protect themselves from the hazards identified in their work area?
			11.	Are all employees current on any specialized training needed?



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## General Safety

Yes	No	N/A		
			12	Are all aisles/corridors unobstructed to allow unimpeded evacuations?
			13	Are ergonomic issues being addressed for personnel?
			14	Is a fully stocked first-aid kit available? Do all employees in the area know its location?
			15	Are all cabinets, shelves, or furniture above 5 feet in height secured to prevent toppling during an earthquake?
			16	Are all supplies stored so as not to fall during an earthquake? (Store heavy items low to the floor, shelf lips on shelves above work areas.)
			17	Is the work area kept clean? Are trash and other recyclable materials removed promptly?
			18	Are employee workstations arranged to be comfortable without unnecessary strain on backs, arms, necks, etc.?
			19	Are sharp objects handled carefully and cleaned and put away when not in use?

Yes	No	N/A		
			20	Are the walk-in freezers free of ice on the floor?
			21	Are the hoods clean and free of excessive grease?
			22	Are there signs marking the exits from the building?
			23	Is there emergency lighting in rooms without windows?



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### Fire Safety

Yes	No	N/A		
			24 .	Are all exits, fire alarms, pull boxes, extinguishers, sprinklers and fire notification devices clearly marked and unobstructed?
			25 .	Are emergency phone numbers posted where they can be readily found in case of an emergency?
			26 .	Are fire alarm pull stations visible and accessible?
			27 .	Is the access to the fire alarm panel unobstructed?
			28 .	Are fire evacuation procedures posted?
			29 .	Are evacuation plans current?
			30 .	Are fire evacuation drills conducted at least monthly?
			31 .	Is trash, debris and dirty rags removed from the cafeteria and kitchen daily? Are metal cans available for storage of greasy rags?
			32 .	Are flammable and combustible materials stored at least 25 feet away from heat or ignition sources?
			33 .	Are fire separators intact (no holes in firewalls, no doors to exit corridors propped open, etc.)?
			34 .	Is a clearly identified, charged, currently inspected and tagged, wall mounted fire extinguisher available within 75 feet of all work areas? (No empty wall hooks, charge needles in the red, missing plastic pin tabs or extinguishers on the floor.)
			35 .	Is there an inspection card attached to each fire extinguisher and are monthly inspections properly documented?
			36 .	Is a fully stocked first-aid kit available? Do all employees in the area know its location?





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			37	Is the cafeteria and kitchen kept clean of trash and other recyclable materials removed promptly?
--	--	--	----	---

## Electrical Safety

Yes	No	N/A		
			38	Are all plugs, cords, electrical panels and receptacles in good condition (no exposed conductors or broken insulation)?
			39	Are all circuit breaker panels accessible with each breaker appropriately labeled?
			40	Are fused power strips being used in lieu of receptacle adapters? Are additional outlets needed in some areas?
			41	Is lighting adequate throughout the work environment?
			42	Is permanent building wiring installed away from public contact (in conduit, raceways, or walls)?
			43	Are Ground Fault Circuit Interrupters available for use in wet areas?
			44	Are extension cords being used correctly? (They must not be run

				through walls, doors, ceilings; not represent a trip hazard running across aisle ways; not be used as a permanent source of electrical supply-use fused outlet strips or have additional outlets installed; not be linked together.)
--	--	--	--	--

## Mechanical Safety

Yes	No	N/A		
			45	Is defective equipment promptly repaired? (If defects pose an imminent danger, then remove out of service.)



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			46	Are all the machine guards for belts, gears and points of operation in place and adjusted properly?
			47	Are machine and tool switches safe (easy access to disengage, stay off if de-energized and re-started)?
			48	Are floors maintained clean, spills wiped up promptly and anti-slip materials used where moisture is prevalent?
			49	Are all cabinets, shelves and equipment greater than 5 feet high secured to prevent injury to cafeteria personnel?
			50	Are cutting blades disposed of in rigid containers to prevent injury to personnel?
			51	Is a fully stocked first-aid kit available? Do all employees in the area know its location?
			52	Are stacked and shelved items stored to prevent falling during an earthquake? (Consider installing 2 inch shelf lips or other means of restraining items, especially above exits and employee workstations.)

### Hazardous Materials/Personal Protection

Yes	No	N/A		
			53	Are gloves suitable for the hazard warranting protection (chemicals, heat, friction, etc.) available?
			54	Are aprons or other suitable clothing available for employees subject to chemicals, oil, grease, etc.?

Comments:

## Science Laboratory Safety Inspection Checklist

Date:



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Location:

Supervisor/Manager:

Department:

Inspector:

Job Title:

In addition to the Office/Classroom Safety Inspection Checklist, complete the following items.

## Health and Safety Management

Yes	No	N/A		
			1.	Is there a Chemical Hygiene Plan present?
			2.	Are personnel trained in chemical health/physical hazards and laboratory safety?
			3.	Do lab personnel have access to and are familiar with the use of Material Safety Data Sheets (MSDS)?
			4.	Have personnel using biohazards, toxins and regulated carcinogens been given documented special training?
			5.	Are personnel instructed in emergency procedures (exits, location and use of fire extinguishers, first aid)?
			6.	Have personnel been instructed on how to respond in the event of a chemical spill?
			7.	Are complete training records and documents available for review by the Personnel Office and outside agencies?
			8.	Have all hazards identified by the annual survey been abated?
			9.	Do laboratory personnel perform an annual lab inspections?

## General Safety

Yes	No	N/A		



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			10	Are food and beverages kept away from work areas and out of laboratory refrigerators or cabinets?
			11	Have personnel and been instructed on the hazards of wearing contact lenses in the laboratory?
			12	Are protective gloves available and worn for laboratory procedures when skin absorption/irritation may occur?
			13	Are safety glasses or other eye protection available and worn in the laboratory when needed?
			14	Are refrigerators and freezers, which are used for storage of flammables, spark proof and properly labeled?
			15	Are non-spark proof refrigerators labeled as "Unsafe for Flammable Storage"?

## Hazardous Materials

Yes	No	N/A		
			16	Are chemicals labeled to identify contents and hazards?
			17	Are chemicals separated by hazard class and stored to prevent spills (acids, bases, oxidizers, flammables, etc.)?
			18	Are chemicals inventoried (chemical name, quantity on hand, amount used per year)?
			19	Are chemical wastes properly segregated and stored with Waste Pick up Tags attached to the containers?
			20	Are all hazardous wastes disposed of and not poured into the sewer system?
			21	Is a plumbed emergency eyewash station available within 100 feet of all areas where chemicals may splash onto a student's body?
			22	Are sharps stored in puncture-proof containers and labeled appropriately (infectious waste or hazardous waste)?



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Comments:

## Quick Reference Guide for Accident Investigation

This quick reference guide is information for supervisors and managers to use while investigating work related injuries and illnesses. Remember, prior to investigating an accident, employees should be trained to report injuries to supervision, no matter how minor they may be, using the Employee Accident Report found in the Appendix. "Near-accidents" should also be reported and investigated by supervision. Please follow these 4 easy steps when investigating work related injuries:

Step 1:

- A. Act at once. Talk with injured employee immediately if possible (one on one is best). Use fact-finding, not fault-finding questions to determine what occurred. Ask the injured person or a witness to show you how the accident happened. Use the Accident/Exposure Investigation Report for a list of questions that you may need to ask during an investigation.
- B. Review physical causes, such as poor housekeeping, improper guards, improper apparel (such as a lack of properly soled shoes or safety shoes, eye, hand, or head protection), defective equipment, slippery floors, or other working conditions. Completely describe location of incident: including lighting, walking surface, weather, measurements and any other condition that could have contributed to or prevented the incident.
- C. Review personal causes, such as dangerous practices, inability, inexperience, poor judgement, disobeying rules. Review employees' safety record for past accidents, if any.
- D. Trace down each item of information to find every contributory cause. Decide the necessary preventive measures to prevent accidents in the future. Report any defective equipment to the person responsible. Tell other exposed employees about the accident and how they could have avoided it.
- E. Non-injury accidents (an accident that nearly caused an injury of any severity) should also be investigated.

Step 2: Complete an Accident/Exposure Investigation Report within 24 hours. Describe how the incident occurred; state facts, contributing factors, cite witnesses and describe any supporting evidence. Keep a copy for your records and send original to the bookkeeper.

Step 3: If any employee is injured, make sure they are referred for treatment and have properly filed any Workers' Compensation reports.

Step 4: Follow-up with employee after they receive treatment to find out if they are doing well. In addition, using the Corrective Action Report, ensure contributing factors to the accident, if any, are fixed (work orders sent) and all exposed employees' are aware of the contributing causes of the accident. It is vital for supervisors and managers to re-evaluate completed work orders to ensure problems have been resolved.



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Step 5: When completed, give all paperwork and documentation to the bookkeeper to be filed.

## Accident/Exposure Investigation Report

Date and Time of Accident:

Location:

Name of Injured:

Photos attached? Y/N

Accident Location:

Witnesses: (Names, addresses, phone numbers)

Time Notified:

Time on Scene:

Time off Scene:

### FIELD INVESTIGATION

Exact Location of Incident:

Review physical causes, such as poor housekeeping, improper guards, improper apparel (such as a lack of properly soled shoes or safety shoes, eye, hand, or head protection), defective equipment, slippery floors, or other working conditions:

Completely describe location of incident including lighting, walking surface, weather, measurements and any other condition that could have contributed to or prevented the accident/exposure:



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Review personal causes, such as dangerous practices, inability, inexperience, poor judgment, disobeying rules. Review employees' safety record for past accidents, if any.

Describe injuries/illnesses which you observed or which were described to you:

Describe demeanor of person involved and include statements made:

Describe shoes, physical appearance or any other characteristic that would contribute to understanding how the accident occurred:

Describe how the incident occurred; state facts, contributing factors, cite witnesses and describe any supporting evidence:

Steps taken to prevent similar incident:



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Did employee seek medical care? Yes No

If yes, name of medical facility/Doctor:

Date/Time:

Investigator:

Date Completed:

Manager Responsible: Date Reviewed:

Superintendent Review: Date:

## Oakland Military Institute College Preparatory Academy Injury and Illness Prevention Program

### Corrective Action Report

Date:

Location:

Incident:

Corrective Action Assigned:

Person Assigned to Corrective Action:





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Method of Correction (check all that apply):

- on-line training (attach certificate of completion)
- face-to-face staff training (attach agenda and sign-in sheet)
- other (attach proof/verification)
- maintenance correction:  photo
- verbal confirmation & signature by maintenance director \_  
Signature/date

Date of Inspection:

IIPP Coordinator:

Signature:

Date:

## Oakland Military Institute College Preparatory Academy Employee Accident Report

Every employee injured while on duty or while on the premises of Oakland Military Institute College Preparatory Academy **must report** any accident to the administrative office and fill out this accident report **on the day the accident occurs**.

-----  
Employee Information:

Name:

Position:

Address:

Phone #:

Social Security #:

Date of Birth:

Date of Injury:



# OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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Time:

Date Reported:

Time Employee Begins Work:

Details of Accident: (Be Specific – What Happened, Part of Body Injured, etc.)

Employee Signature Date

-----  
FOR OFFICE USE ONLY:

Disposition of Employee: (Circle One)

Sent Home

Sent to Physician

Sent to Hospital

Treated at District

Continued Working

Other

Employee Hire Date:

Wage:

Per Year Month Hour Claim Filed:

Incident Only: