



Oakland Military Institute, College Preparatory Academy

Regular Board Meeting

Published on December 11, 2023 at 3:46 PM PST

Date and Time

Thursday December 14, 2023 at 3:45 PM PST

Location

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

Room: B104

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

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

Agenda

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

	Purpose	Presenter	Time
B.	Call the Meeting to Order		1 m
	CALL TO ORDER: The Chairman of the Governing Board of Directors will call the Oakland Military Institute College Preparatory Academy meeting to order at 3:45 PM, or as soon thereafter as possible.		
C.	Public Comment		6 m
	INVITATION TO ADDRESS THE BOARD: Non-agenda, agenda, and Closed Session items.		
	Summary: The Board encourages public comment concerning any item of importance and will recognize requests to speak before the item is discussed or voted upon. To assure your rights to address any action item, please notify the Executive Director's Office of your desire to speak by noon the day prior to the Board Meeting; 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 crodriguez@omiacademy.org .		
D.	Ordering of the Agenda		2 m
III.	Approval of Consent Items		3:55 PM
A.	Minutes of November 30, 2023 Regular Meeting	Approve Minutes Carlos Rodriguez	2 m
B.	OMI Bank Account Activity (November 1, 2023- November 30, 2023)	Jacque Eischens	10 m
C.	Personnel Report	Kathryn Wong	5 m
D.	New Contracts	Jacque Eischens	10 m

	Purpose	Presenter	Time
E.	2023-2024 Winter Consolidated Application Report	Jacque Eischens	10 m
IV.	Student Board Member Report		4:32 PM
A.	Cadet Leadership Brief	Jennifer Tran	15 m
V.	Superintendent's Update		
	Dr. Streshly will provide the OMI Board an update on the following items:		
	<ul style="list-style-type: none"> • Employees of the Year Recognition Ceremony 		
VI.	Staff of the Year Recognition Reception [Intermission]		
VII.	Information/Discussion Items		4:47 PM
A.	Cashflow Update	Jacque Eischens	10 m
B.	Student Recruitment Plan for 2024-2025	Odua Isibor/ Emily Matthews	10 m
VIII.	Action Items		5:07 PM
A.	Approve First Interim Budget Report	Jacque Eischens	10 m
B.	Consideration of Employee Cost of Living Allowance for 2023-2024 (COLA)	Mary Streshly	10 m
C.	Superintendent's Contract	Mary Streshly	10 m
D.	Approve School Accountability Report Card [SARC]	Mary Streshly	10 m
E.	First Reading/Action: Attendance Supervision Board Policy	Shawna Lipsey	10 m
IX.	Board Member Comments		
X.	Closing Items		5:57 PM

	Purpose	Presenter	Time
A.	Adjourn Meeting		1 m

Coversheet

Minutes of November 30, 2023 Regular Meeting

Section: III. Approval of Consent Items
Item: A. Minutes of November 30, 2023 Regular Meeting
Purpose: Approve Minutes
Submitted by: Carlos Rodriguez
Related Material: Minutes for Regular Board Meeting on November 30, 2023

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on November 30, 2023.

RECOMMENDATION:

The OMI Board of Directors approve the attached minutes for the Regular Board Meeting held on November 30, 2023.



Oakland Military Institute, College Preparatory Academy

Minutes

Regular Board Meeting

Date and Time

Thursday November 30, 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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Directors Present

D. Baldwin, D. Clisham, J. Brown, J. Wire

Directors Absent

A. Campbell Washington, M. Mares

Guests Present

8 other participants, C. Rodriguez, J. Eischens, K. Wong, M. Streshly, S. Chu, S. Lipsey (remote), T. James

I. Opening Items

A. Roll Call

B. Call the Meeting to Order

J. Brown called a meeting of the board of directors of Oakland Military Institute, College Preparatory Academy to order on Thursday Nov 30, 2023 at 4:22 PM.

C. Public Comment

No public comments were given at this board meeting.

D. Ordering of the Agenda

J. Brown made a motion to keep the current order of the agenda.

D. Baldwin seconded the motion.

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

Roll Call

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

II. Approval of Consent Items

A. Minutes of September 14, 2023 Regular Meeting

J. Wire made a motion to approve the minutes from Regular Board Meeting on 09-14-23.

D. Baldwin seconded the motion.

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

Roll Call

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

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

J. Wire made a motion to approve the OMI bank account activity.

D. Baldwin seconded the motion.

Jerry Brown asked what Marin IT does for OMI and staff explained that Marin IT helps with the server backup support. They are helping with the transition in modernizing the technological equipment that is being used by OMI.

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

Roll Call

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

C. Personnel Report

J. Wire made a motion to approve the personnel report.

D. Baldwin seconded the motion.

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

Roll Call

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

D. New Contracts

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

D. Baldwin seconded the motion.

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

Roll Call

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

III. Superintendent's Update

A. Staff Recognition and Instructional Initiatives Update

The Instructional initiatives update was deferred by the OMI superintendent for the upcoming board meeting in December.

She introduced Alicia Magallanes, a new staff member that will be helping with math coaching. Since we lost the coach for the math component of the contract with CORE, OMI hired Alicia so she can help with the coaching as she is more accessible being local. At the time of this meeting, her main goal was to push into classrooms and get the necessary information she needed to start assisting in the classroom.

The goal that Alicia and OMI have is to make the instructional time that teachers have with their cadets stronger and more sustainable. OMI staff assess the situation in the classroom and respond accordingly so that every cadet has the ability to learn properly.

The dual enrollment agreement was discussed during the Superintendent Update.

IV. Information/Discussion Items

A. Cashflow Update

Jacque Eischens explained that there was nothing unusual or outstanding in the cashflow and that OMI was headed along a good path.

B. Williams Act Report

The Williams Act report was given by Shann Chu, Director of Teaching and Learning for OMI.

Shann Chu explained that OMI needs to ensure that three things are exemplary per the Williams Act settlement. Those three things are board approved adopted materials, safe facilities and qualified teachers.

OMI passed the Williams Act inspection with exemplary notes.

C. Dual Enrollment Agreement: Merritt College x OMI CCAP Partnership

This agreement was approved by the Board of Directors before but OMI Staff realized that OMI and Merritt College did not have an active agreement. An agreement was drafted and was presented to the Board of Directors. OMI took this opportunity to make the agreement more robust and plan out pathways for cadets.

OMI would use the IGETC pathway to identify cadets early and put them on a pathway to maximize their ability to complete classes at the community college level. This would help the cadets have more college transferable credits going in to their college experience.

OMI Board of Directors will revisit a staff recommendation in the spring to make at least one dual enrollment class a part of the graduation requirements so that the cadets are ahead.

Joseph Wire asked what grade cadets typically start in the OMI dual enrollment program and Tim Murray said that cadets start in the program at ninth grade. Classes are scaffolded to accommodate the level at which cadets are since they are high school students taking college courses.

Having cadets in dual enrollment classes allows for the cadets to see that they can pass a college level class and that will push them towards the idea that they want to go to college and succeed.

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

These projections were done earlier in the month for the November 16, 2023 meeting but due to its cancelation, OMI presented this information in this meeting on November 30, 2023.

Based on guidance, the 2024-2025 COLA was assigned as 1% and to project conservative numbers for enrollment.

Jerry Brown asked what the current enrollment for the school was and OMI staff answered with 508 due to a myriad of reasons like students moving out of state.

The beginning fund balance this year is \$12 million and next year's beginning fund balance would be reduced by the deficit that is being spent in the previous year. These were conservative numbers as Dr. Streshly and Jacque have added a lot of potential expenses into consideration when exploring for the COLA increase.

V. Action Items/Discussion

A. First Reading: Title IX Harassment, Intimidation, Discrimination, and Bullying Policy

J. Wire made a motion to approve the Title IX Harassment, Intimidation, Discrimination, and Bullying policy as written.

D. Baldwin seconded the motion.

Dr. Streshly mentioned that OMI needs this policy ratified for the betterment of the school policy pool. Also, she mentioned that in the future, OMI Staff would make a collection of policies that would be brought to the board for discussion/review.

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

Roll Call

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

Roll Call

D. Baldwin Aye

VI. Closed Session

A. Public Employee: Discipline/Dismissal/Release

The Board of Directors started their closed session at 5:36 pm and came back to open session at 5:56 pm.

No action was taken in the closed session.

VII. Closing Items

A. Adjourn Meeting

D. Baldwin made a motion to adjourn the meeting.

J. Brown seconded the motion.

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

Roll Call

A. Campbell Washington Absent

D. Clisham Aye

M. Mares Absent

J. Wire Aye

J. Brown Aye

D. Baldwin Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:56 PM.

Respectfully Submitted,

J. Brown

Coversheet

OMI Bank Account Activity (November 1, 2023- November 30, 2023)

Section: III. Approval of Consent Items
Item: B. OMI Bank Account Activity (November 1, 2023- November 30, 2023)
Purpose:
Submitted by: Jacque Eischens
Related Material: 2023.11 Board Report of Checks.pdf
2023.11 Salaries & Benefits.pdf
2023.11 Financial Statement.pdf

BACKGROUND:

Staff recommends ratification of payroll and vendor warrants paid between November 1, 2023 – November 30, 2023. Detailed information and supporting documentation are available for review in the Finance Department if needed.

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

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the payroll and vendor warrants paid during the time period of November 1, 2023 – November 30, 2023.

ReqPay12b

Board Report

Checks Dated 11/01/2023 through 11/30/2023			
Check Number	Check Date	Pay to the Order of	Check Amount
0003243	11/07/2023	Amazon Capital Services	46.34
0003244	11/07/2023	Blaisdells	159.40
0003245	11/07/2023	Mark A Basnage	7,200.00
0003246	11/07/2023	Molly Schmidt Consulting Group	274.50
0003247	11/07/2023	Red Tomatoes Org	456.00
0003248	11/07/2023	Republic Indemnity CO of Ameri ca	3,966.29
0003249	11/08/2023	Alameda Co Office of Treasurer	1,528.90
0003250	11/08/2023	Amazon Capital Services	497.06
0003251	11/08/2023	Kathryn Wong c/o OMIA	125.00
0003252	11/08/2023	Verizon	542.62
0003253	11/08/2023	Wex Bank	3,000.00 *
Reissued on 11/14/2023			
0003254	11/08/2023	Young, Minney & Corr,LLP	3,782.00
0003257	11/13/2023	Amazon Capital Services	203.88
0003258	11/13/2023	Comcast Business Acct 980528458	911.59
0003259	11/13/2023	EBMUD Payment Center	1,779.76
0003260	11/13/2023	Grainger	722.54
0003261	11/13/2023	Joseph Delgadillo	398.08
0003262	11/13/2023	San Francisco Elevator Service s	525.13
0003263	11/13/2023	Spectrum Canine LLC	400.00
0003264	11/13/2023	St. Vincent De Paul HS	300.00
0003265	11/13/2023	ULINE	1,203.36
0003266	11/14/2023	Wex Bank	1,100.00
0003267	11/14/2023	Amazon Capital Services	1,645.30
0003268	11/14/2023	AT&T	900.82
0003269	11/14/2023	CORE	22,637.04
0003270	11/14/2023	Louis Educational Concepts LLC	1,798.75
0003271	11/14/2023	Mobile Modular	12,729.10
0003272	11/14/2023	Renaissance	16,345.65
0003273	11/14/2023	SHARP ELECTRONICS CORPORATION	1,073.41
0003274	11/14/2023	TeamLogic IT of Mountain View	1,100.00
0003275	11/16/2023	Guzman Building & Construction	1,500.00
0003276	11/16/2023	Mark A Basnage	5,250.00
0003277	11/16/2023	Miyoungh Kang	149.49
0003278	11/16/2023	Niche.com, Inc.	7,990.00
0003279	11/16/2023	PG&E	12,935.01
0003280	11/16/2023	Spectrum Canine LLC	400.00
0003281	11/16/2023	Zoom Janitorial Service Inc	10,170.00
0003284	11/29/2023	Amazon Capital Services	156.17
0003285	11/29/2023	Aqeel Jamil Ahmed	1,100.00
0003286	11/29/2023	CORE	433.16
0003287	11/29/2023	Dion Gordon Little	310.50
0003288	11/29/2023	Domain Directory, LLC	289.00
0003289	11/29/2023	ECOLAB	180.72
0003290	11/29/2023	El Paseo Children's Center	2,470.00
0003291	11/29/2023	Hands-On Technology Education	55,000.00
0003292	11/29/2023	Kaiser Foundation Health Plan	56,364.83
0003293	11/29/2023	Louis Educational Concepts LLC	4,250.00
0003294	11/29/2023	Mobile Modular	1,098.37

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.



Page 1 of 2

ReqPay12b

Board Report

Checks Dated 11/01/2023 through 11/30/2023

Check Number	Check Date	Pay to the Order of	Check Amount
0003295	11/29/2023	PG&E	8,682.50
0003296	11/29/2023	Principal Life Insurance Co.	5,705.43
0003297	11/29/2023	Rajashanea Everett	600.00
0003298	11/29/2023	Sacramento Office of Education	6,000.00
VCH-00000051	11/15/2023	Alameda County Office of Education	87,401.20
Total Number of Checks			53
			355,788.90

	Count	Amount
Reissue	1	3,000.00
Net Issue		352,788.90

Fund Recap

Fund	Description	Check Count	Expensed Amount
62	Charter Fund	52	352,788.90
	Total Number of Checks	53	352,788.90
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		352,788.90

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.



**OAKLAND MILITARY INSTITUTE,
COLLEGE PREPARATORY ACADEMY
November 2023 Payroll**

GROSS EARNINGS

Base Pay	371,337.81
Addon Pay	14,712.47
Substitutes	35,419.02
TOTAL	421,469.30

CONTRIBUTIONS

State & Federal Taxes	18,652.86
PERS	25,279.62
STRS	58,768.94
Health & Welfare	60,945.72
Other	1,178.53
TOTAL	164,825.67

SUMMARY

Gross Earnings	421,469.30
Contributions	164,825.67
TOTAL	586,294.97

Fiscal13a

Financial Statement

Fund 62 - Charter Fund		Fiscal Year 2023/24 Through November 2023				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFF STATE AID - CURRENT YEAR	4,022,288.00	4,163,626.00	984,830.00	3,178,796.00	23.65
8012	EDUCATION PROTECTION ACCOUNT	1,691,489.00	1,658,254.00	359,940.00	1,298,314.00	21.71
8096	IN LIEU PROPERTY TAX TRANSFER	1,456,206.00	1,411,078.00	479,766.00	931,312.00	34.00
Total LCFF Revenue Sources		7,169,983.00	7,232,958.00	1,824,536.00	5,408,422.00	25.23
Federal Revenue						
8181	SPECIAL ED - ENTITLEMENT	62,100.00	59,280.00		59,280.00	
8220	CHILD NUTRITION	325,000.00	325,000.00	37,829.50	287,170.50	11.64
8290	OTHER FEDERAL REVENUE	505,831.00	459,680.00	208,619.93	251,060.07	45.38
Total Federal Revenue		892,931.00	843,960.00	246,449.43	597,510.57	29.20
Other State Revenues						
8520	CHILD NUTRITION	90,000.00	114,475.00	206,675.10	92,200.10	180.54
8550	MANDATED COST REIMBURSEMENTS		19,384.00	17,525.00	1,859.00	90.41
8560	STATE LOTTERY REVENUE	71,162.00	151,442.00	48,086.65	103,355.35	31.75
8590	ALL OTHER STATE REVENUE	1,430,146.00	1,461,961.00	1,489,042.40	27,081.40	101.85
Total Other State Revenues		1,591,308.00	1,747,262.00	1,761,329.15	14,067.15	100.81
Other Local Revenue						
8689	Revenue suspense			2,558.00	2,558.00	NO BDGT
8699	ALL OTHER LOCAL REVENUE	50,000.00	159,653.00	56,815.94	102,837.06	35.59
8792	SELPA APPORTIONMENT TRANSFERS	389,983.00	410,018.00	153,146.00	256,872.00	37.35
8799	OTHER AGENCY TRANSFERS IN		195,317.00	95,688.74	99,628.26	48.99
Total Other Local Revenue		439,983.00	764,988.00	308,208.68	456,779.32	40.29
Total Year To Date Revenues		10,094,205.00	10,589,168.00	4,140,523.26	6,448,644.74	39.10

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	CERTIFICATED TEACHER BASE	2,738,117.00	3,014,587.00	1,397,901.36	1,110,220.08	506,465.56	36.83
1200	CERTIFICATED PUPIL SUPP BASE	290,767.00	311,965.00	202,020.84	96,190.48	13,753.68	30.83
1300	CERTIFICATED SUPERVISOR/ADMIN	383,749.00	553,626.00	327,321.68	209,551.20	16,753.12	37.85
1900	CERTIFICATED OTHER SALARIES	51,480.00					NO BDGT
Total Certificated Salaries		3,464,113.00	3,880,178.00	1,927,243.88	1,415,961.76	536,972.36	36.49
Classified Salaries							
2100	CLASSIFIED INST AIDE SALARIES	108,752.00	147,376.00	73,938.23	47,943.43	25,494.34	32.53

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 5, Stmt Option? = , Zero Amounts? = N, SACS? = Y, Restricted? = Y, Fd = 62)



Fiscal13a

Financial Statement

Fund 62 - Charter Fund		Fiscal Year 2023/24 Through November 2023					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Classified Salaries (continued)							
2200	CLASSIFIED SUPPORT SALARIES	427,187.00	394,318.00	239,630.04	141,486.93	13,201.03	35.88
2300	CLASSIFIED SUPERVISOR/ADMIN	301,950.00	167,821.00	94,461.64	63,358.51	10,000.85	37.75
2400	CLASSIFIED CLER/TECH SALARIES	140,327.00	253,981.00	149,064.08	122,462.82	17,545.90-	48.22
2900	OTHER CLASSIFIED SALARIES	45,944.00	4,000.00		6,500.00	2,500.00-	162.50
Total Classified Salaries		1,024,160.00	967,496.00	557,093.99	381,751.69	28,650.32	39.46
Employee Benefits							
3101	STRS-CERTIFICATED	575,666.00	663,677.00	346,279.24	225,784.84	91,612.92	34.02
3102	STRS-CLASSIFIED				1,753.83	1,753.83-	NO BDGT
3201	PERS-CERTIFICATED	70,512.00	77,864.00	28,967.54	27,757.06	21,139.40	35.65
3202	PERS-CLASSIFIED	264,104.00	230,061.00	137,350.38	84,641.50	8,069.12	36.79
3301	OASDI-CERTIFICATED	71,770.00	84,154.00	34,331.50	29,860.89	19,961.61	35.48
3302	OASDI-CLASSIFIED	82,902.00	70,587.00	42,071.97	28,237.78	277.25	40.00
3401	HEALTH & WELFARE BEN-CERT	476,979.00	471,049.00	266,796.12	178,964.95	25,287.93	37.99
3402	HEALTH & WELFARE BEN-CLASS	125,449.00	156,153.00	95,455.56	55,703.94	4,993.50	35.67
3501	UNEMPLOYMENT INSURANCE-CERT	11,723.00	21,711.00	14,663.00	7,722.60	674.60-	35.57
3502	UNEMPLOYMENT INSURANCE-CLASS	32,636.00	28,731.00	8,119.76	2,960.35	17,650.89	10.30
3601	WORKERS COMP INS-CERT	75,026.00	89,046.00	21,584.98	15,858.67	51,602.35	17.81
3602	WORKERS COMP INS-CLASS	12,080.00	10,464.00	6,239.60	4,275.67	51.27-	40.86
Total Employee Benefits		1,798,847.00	1,903,497.00	1,001,859.65	663,522.08	238,115.27	34.86
Books and Supplies							
4100	APPROVED TEXTBOOKS & CORE CURR	72,673.00	77,727.00		66,646.69	11,080.31	85.74
4200	BOOKS & REFERENCE MATERIALS	24,000.00	7,000.00	679.07	5,850.36	470.57	83.58
4300	MATERIALS AND SUPPLIES	385,635.00	450,164.00	15,453.41	88,008.31	346,702.28	19.55
4400	NONCAPITAL EQUIP (\$500 to <5k)	10,000.00	515,796.00	58,621.98	21,065.03	436,108.99	4.08
4700	FOOD (CHILD NUTRITION PROGRAM)	347,034.00	369,148.00	248,175.00	36,821.01	84,151.99	9.97
Total Books and Supplies		839,342.00	1,419,835.00	322,929.46	218,391.40	878,514.14	15.38
Services and Other Operating Expenditures							
5100	SUBAGREEMENTS FOR SERVICES	166,000.00	141,000.00	121,738.65	6,461.35	12,800.00	4.58
5200	TRAVEL AND CONFERENCES	4,400.00	22,751.00	7,648.75	4,023.25	11,079.00	17.68
5300	DUES AND MEMBERSHIPS	27,050.00	22,300.00		11,543.80	10,756.20	51.77
5400	INSURANCE	107,827.00	107,926.00		107,482.09	443.91	99.59
5500	OPERATIONS & HOUSEKEEPING SRVS	376,135.00	366,005.00	187,012.31	164,614.24	14,378.45	44.98
5600	NONCAPITALIZED REPAIRS	361,309.00	517,309.00	198,349.49	141,293.64	177,665.87	27.31
5800	PROFESSIONAL/CONSULTING SRVCS	1,129,809.00	1,514,982.00	450,912.78	795,621.92	268,447.30	52.52
5900	COMMUNICATION - PHONE/INTERNET	69,269.00	100,000.00	50,834.21	34,499.16	14,666.63	34.50

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 5, Stmt Option? = , Zero Amounts? = N, SACS? = Y, Restricted? = Y, Fd = 62)



Fiscal13a

Financial Statement

Fund 62 - Charter Fund		Fiscal Year 2023/24 Through November 2023					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
	Total Services and Other Operating Expenditures	2,241,799.00	2,792,273.00	1,016,496.19	1,265,539.45	510,237.36	45.32
Capital Outlay							
6200		258,617.00					NO BDGT
6500		514,050.00					NO BDGT
	Total Capital Outlay	772,667.00	.00	.00	.00	.00	NO BDGT
6600 - 6999							
6900	DEPRECIATION	50,000.00	479,500.00			479,500.00	
	Total 6600 - 6999	50,000.00	479,500.00	.00	.00	479,500.00	
Transfers of Indirect/direct support costs							
7310	INDIRECT COST TRANSFER		8,873.00			8,873.00	
	Total Transfers of Indirect/direct support costs	.00	8,873.00	.00	.00	8,873.00	
Debt Service							
7438	DEBT SERVICE - INTEREST	25,323.00	26,000.00		12,106.93	13,893.07	46.57
	Total Debt Service	25,323.00	26,000.00	.00	12,106.93	13,893.07	46.57
	Total Year To Date Expenditures	10,216,251.00	11,477,652.00	4,825,623.17	3,957,273.31	2,694,755.52	34.48

Fiscal13a

Financial Statement

Fund 62 - Charter Fund		Fiscal Year 2023/24 Through November 2023		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9120	CASH IN BANK - BRIDGE BANK	4,459,418.20	2,063,433.18-	2,395,985.02
9121	CASH IN BANK - HERITAGE BANK	1,133.55		1,133.55
9122	CASH IN BANK - 2	750.00		750.00
9123	CASH IN BANK - 3	4,155.86		4,155.86
9150	Investment		1,000,000.00	1,000,000.00
9200	ACCOUNTS RECEIVABLE	1,004,722.19	876,717.56-	128,004.63
9290	DUE FROM GRANTOR GOVERNMENTS	261,801.89	39,783.41-	222,018.48
9330	PREPAID EXPENSES	47,215.52	9,177.69-	38,037.83
9420	LAND IMPROVEMENTS	13,540,883.09		13,540,883.09
9425	ACC DEPREC - LAND IMPROVEMENTS	4,509,832.12-		4,509,832.12-
9430	BUILDINGS	583,097.94		583,097.94
9435	ACC DEPREC - BUILDINGS	32,278.81-		32,278.81-
9440	EQUIPMENT	1,552,282.60	220,807.16	1,773,089.76
9445	ACC DEPREC - EQUIPMENT	1,440,336.18-		1,440,336.18-
	Total Assets	15,473,013.73	1,768,304.68-	13,704,709.05
Liabilities				
9500	ACCOUNTS PAYABLE (CURRENT)	227,829.49	168,205.85-	59,623.64
9590	DUE TO GRANTOR GOVERNMENTS	276,261.32	129,986.00-	146,275.32
9650	UNEARNED REVENUE	1,665,253.04	1,665,253.04-	
9660	LONG-TERM LIABILITIES	1,210,693.48		1,210,693.48
	Total Liabilities	3,380,037.33	1,963,444.89-	1,416,592.44
9800 - 9999				
9999	Error Account		11,890.26	11,890.26
	Calculated Fund Balance	12,092,976.40	183,249.95	12,276,226.35
Beginning Fund Balance				
9791	BEGINNING FUND BALANCE	12,092,976.40		12,092,976.40
	Beginning Fund Balance Proof	.00	183,249.95	183,249.95
Change in Fund Balance - Excess Revenues (Expenditures)			183,249.95	

Memo Only - Ending Fund Balance Accounts

	Adopted	Revised
Reserves		
9720 RESERVE FOR ENCUMBRANCES		4,825,623.17
Other Designations		
9790 UNRESTRICTED NET POSITION	12,393,592.00	11,204,493.00

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 5, Stmt Option? = , Zero Amounts? = N, SACS? = Y, Restricted? = Y, Fd = 62)



Fiscal13a

Financial Statement

Fund 62 - Charter Fund		Fiscal Year 2023/24 Through November 2023				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	10,094,205.00	10,589,168.00		4,140,523.26	6,448,644.74	39.10
B. Expenditures	10,216,251.00	11,477,652.00	4,825,623.17	3,957,273.31	2,694,755.52	34.48
C. Subtotal (Revenue LESS Expense)	122,046.00-	888,484.00-		183,249.95	3,753,889.22	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	122,046.00-	888,484.00-		183,249.95	3,753,889.22	
F. Fund Balance:						
Beginning Balance (9791)	12,515,638.00	12,092,977.00		12,092,976.40		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	12,515,638.00	12,092,977.00		12,092,976.40		
G. Calculated Ending Balance	12,393,592.00	11,204,493.00		12,276,226.35		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	12,393,592.00	11,204,493.00				
Other				4,825,623.17		

Coversheet

Personnel Report

Section: III. Approval of Consent Items
Item: C. Personnel Report
Purpose:
Submitted by: Kathryn Wong
Related Material: Staff Changes MilStaff 12-14-2023 BM.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 November 16, 2023.

RECOMMENDATION:

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

Oakland Military Institute (OMI) College Preparatory Academy School Military Staff as of November 1, 2023 - December 10, 2023				
New Hire:			FTE	Start Date / Separation Date:
Last Name	First Name	Job Title Description		
SFC Yin	Alexander	TAC NCO (Return from Military Furlough)		11/1/2023
SPC Fernandez	Rogie	Support Specialist (Backfilling SSgt Alexander)		12/1/2023
Military Furlough				
Last Name	First Name	Job Title Description		
Promotion:				
Last Name	First Name	Job Title Description		
Separations:				
Last Name	First Name	Job Title Description		

Coversheet

New Contracts

Section: III. Approval of Consent Items

Item: D. New Contracts

Purpose:

Submitted by: Jacque Eischens/Mary Streshly

Related Material:

Independent Contractor Agreement 1099 Mark Basnage 12_23.pdf

Rajashanea Everett - Independent Contractor Agreement_Spring_2023-2024 .pdf

Final OUSD 2022-23 CSDPA (Sign by 10_14).pdf

Lauren Greenberg - Independent Contractor Agreement_Spring_2024 .pdf

Alliant x OMI signed MOU.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: Mark Basnage Independent Contractor Contract Addendum

Contract #2: Rajashanea Everett Independent Contractor Contract Addendum

Contract #3: OUSD 2022-2023 CSDPA Agreement

Contract #4: Lauren Greenberg Independent Contractor Contract

Contract #5: Alliant x OMI MOU

RECOMMENDATION:

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

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
OAKLAND MILITARY INSTITUTE AND MARK BASNAGE**

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

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

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

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, OMI agrees to pay Independent Contractor at the rate of \$150.00 per hour, hours not to exceed 100 hours, or \$15,000.00, approximately one (1) day a week for the term of this Agreement. The span of minimum availability is from the execution of this contract [DEC 2023], after the previous contract is depleted, to June 30, 2024. In-person work will be based on project and site needs. In-person vs virtual tasks are to be determined by the supervisor in collaboration with the contractor on a weekly basis based on assessed needs and deliverables. Extension of the contract past June 2024 will be discussed and agreed upon on or June 1, 2024.

The contractor will submit an invoice twice per month at the middle and end of the month for payment within 5 days.

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

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

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

- Copy of qualifications, including resume, credential, license(s), or certification for Independent Contractor as they relate to the services provided under **Attachment A**;
- W-9.

STANDARD OF CARE.

5.1 Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OMI staff.

5.2 Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

5.3 Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

5.4 Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

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

SECTION 7. TERM OF AGREEMENT. This agreement will become effective when signed by both parties and will terminate the date either party terminates the Agreement as provided below, or on Dec 1, 2023, whichever occurs earlier.

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

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

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

(a) Independent Contractor has the right to perform services for others during the

term of this Agreement.

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

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

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

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

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

SECTION 12. CONFIDENTIALITY. Independent Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by OMI and/or used by OMI in connection with the operation of its business including, without limitation, OMI's business and product processes, methods, pupil/personnel record information, accounts and procedures. All information regarding students of OMI will remain confidential to the Independent Contractor unless a separate, specific, properly executed consent (including permission from OMI's student and his or her parent) for the release of information is obtained prior to such release. Any information regarding student(s) received by OMI's personnel or Independent Contractor providing services pursuant to this Agreement shall remain confidential

and shall not be communicated to any person or entity other than appropriate OMI personnel.

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

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

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

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

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

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

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

- (c) When sent by fax to the last fax number of the recipient known to the person giving notice.

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

If to Independent Contractor:
Mark Basnage
332 Highland Avenue,
San Mateo, CA 94903
mbasnage@gmail.com
(650) 863-8129

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

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

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

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

APPENDIX A

Scope of Services

Description of Responsibilities, Projects and/or Probable Tasks

1. Lead and finalize inventory system for technology devices and software contracts.
2. Troubleshoot and remediate site and classroom connectivity and hardware issues as they arise.
3. Bring stability and reliability to the technology systems and procedures at the school. This means working to recover passwords, accounts, and documentation as soon as possible. These systems include:
 - Comcast internet (ISP) documentation, renewal.
 - DNS and Domain name services (oakmil.org, omiacademy.org, etc).
 - Server and network equipment support -- logins, support contracts, etc.
 - Software and licenses
 - Included in this step is a series of conversations with OMI folks about what they use (software, services, systems), and what their pain points are.
4. Map out what the school needs to support its mission of teaching and learning, making recommendations to the OMI administration and/or board for at least these systems and aspects:
 - network plan (wired and wireless, internet service to school)
 - servers and services and software
 - security (from antivirus to security cameras)
 - phone system
 - A/V in classrooms and other spaces
 - what equipment and services might be discontinued, removed
 - mapping out a plan to return to 1:1
 - tech ticketing system
 - policies and PD needed
5. Part of this plan would be options/recommendations for staging new purchases, including notes about what eRate may help with, etc.

Build documentation so that there is no single point of failure. Craft and adopt policies for school, faculty, and students as needed.
6. Coordinating with others to get the (improved) technology systems ready for the start of school in early August 2023.
7. Helping as needed find full-time support staff, volunteers, and/or interns for the school's technology team and providing transition services to the new OMI technology manager.
8. Provide advice about eRate and other technology funding opportunities, and also upcoming state/federal opportunities such as the Golden State Pathways Program, or other STEM/tech areas.

SIGNATURES:

ON BEHALF OF OMI:

Independent Contractor:

DocuSigned by:

 912ADA436406453...

DocuSigned by:

 FC8E147A932C4E6...

Dr. Mary Streshly
Superintendent, Oakland Military Institute

Mark Basnage
Independent Contractor

Date: 12/5/2023

Date: 12/5/2023

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

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

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

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

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, OMI agrees to pay Independent Contractor at the rate of \$150.00 per hour, not to exceed \$5,250.00 or 2 hours per week for the term of this Agreement. The contractor will submit an invoice for hours worked once monthly at the end of the calendar month. The payments will be made within 10 days of receipt of invoice.

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

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

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

- W-9.

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

SECTION 7. TERM OF AGREEMENT. This agreement will be effective on December 1, 2023 and must be signed by both parties and will terminate the date either party terminates the Agreement as provided below, or on May 30, 2024, whichever occurs earlier.

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

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

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

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

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

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

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

Contractor's behalf; or

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

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

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

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

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

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

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

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

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

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

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

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

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

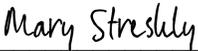
SECTION 19. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

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

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

SIGNATURES:

ON BEHALF OF OMI:

DocuSigned by:

 812ADA436406453...

 Dr. Mary Streshly
 Superintendent, Oakland Military Institute

Date: 12/4/2023

INDEPENDENT CONTRACTOR:

DocuSigned by:

 FF0B60F826814AC...

RAJASHANEA EVERETT
 Independent Contractor

Date: 12/4/2023

Attachment A
Scope of Services

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Version 2.0 (amended August 2022)

School District/Local Education Agency:

Education For Change Public Schools

AND

Provider:

Oakland Public Education Fund

Date:

September 1, 2022

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Education For Change (hereinafter referred to as "LEA") and Oakland Public Education Fund (hereinafter referred to as "Provider") on September 1, 2022. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated September 1, 2022 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as

may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

See Exhibit A

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer

the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.
5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in the Service Agreement.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

5. **District Representative.** At request of Provider, LEA shall designate an employee or agent of the District as the District Representative for the coordination and fulfillment of the duties of this DPA.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRa, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Services Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.
5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained within 60 days of the date of termination and according to a schedule and procedure as the parties may reasonably agree. Disposition shall include (1) the shredding

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
 - b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
 - c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
 - d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
 - f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
 - h. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
2. **Data Breach.** In the event Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:
- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i. The name and contact information of the reporting LEA subject to this section.

assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Sundar Chari

Title: Chief Strategy Officer

Contact Information: schari@efcps.net

(510) 904-6376

333 Hegenberger Rd. Suite 600, Oakland, CA 94621

The designated representative for the Provider for this Agreement is:

Name: Alexandria Medina

Title: Executive Director

Contact Information: ali@oaklandedfund.org

510-221-6968

PO Box 71005, Oakland, CA 94607

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Alexandria Medina

Title: Executive Director

Contact Information: ali@oaklandedfund.org

510-221-6968

PO Box 71005, Oakland, CA 94607

6. **Application of Agreement to Other Agencies.** Provider may agree by signing the Form of General Application be bound by terms of this DPA for the services described therein for any Successor Agency who signs a Joinder to this DPA.
7. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
8. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

9. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
10. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
11. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
12. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Oakland Public Education Fund

By:  Alexandria Medina

Date: 9/1/2022

Printed Name: Alexandria Medina

Title/Position: Executive Director

Local Education Agency: Education for Change Public Schools

By:  Sundar Chari

Date: 9/2/2022

Printed Name: Sundar Chari

Title/Position: Chief Strategy Officer

Note: Electronic signature not permitted.

EXHIBIT “A”

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

The Oakland Education Fund’s Public Profit project (“Public Profit”) will reconcile newly gathered data from Public Profit and previously gathered data from Tech Exchange against Education For Change Public Schools data and Public Profit will inform Education For Change Public Schools which of its students need computers and wifi hotspots distributed through the #OaklandUndivided consortium to students/families in the Education For Change Public Schools community (collectively, “#OU Needs”).

The Public Profit service will consist of a synchronization of enrollment information between the Education For Change Public Schools and the system administered by Public Profit to track #OU Needs. Enrollment information to be provided by Education For Change Public Schools to Public Profit will include student and family contact information sent from the Education For Change Public Schools student information system (SIS) for all Education For Change Public Schools enrolled students. Data on #OU Needs will be shared with Education For Change Public Schools through emailing weekly reports.

Public Profit as an external evaluator will not be using the data for research. Family participation in the collection of data is optional. Public Profit will ensure any data that is shared of collected will be stored using secure channels.

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data – Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data – Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred, or primary language spoken by student)	X
	Other demographic information – Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information – Please specify:	
Parent/Guardian Contact Information	Address	X
	Email	X
	Phone	X

Category of Data	Elements	Check if used by your system
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low-income status	
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information – Please specify:	
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing, program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	
	Other student work data – Please specify:	
Transcript	Student course grades	
	Student course data	

Category of Data	Elements	Check if used by your system
	Student course grades/performance scores	
	Other transcript data – Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application	

No student Data Collected at this time: _____

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box if more space needed.

EXHIBIT “C”

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DI): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "-Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

First and Last Name

Telephone Number

Discipline Records	Email Address
Special Education Data	Test Results
Grades	Juvenile Dependency Records
Criminal Records	Evaluations
Health Records	Medical Records
Biometric Information	Social Security Number
Socioeconomic Information	Disabilities
Political Affiliations	Food Purchases
Text Messages	Religious Information
Student Identifiers	Documents
Photos	Search Activity
Videos	Voice Recordings
Home Address	

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

Education For Change Public Schools directs Oakland Public Education Fund to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<p><u>Extent of Disposition</u> Disposition shall be:</p>		Partial. The categories of data to be disposed of are as follows: See Exhibit B
		Complete. Disposition extends to all categories of data.
<p><u>Nature of Disposition</u> Disposition shall be by:</p>		Destruction or deletion of data.
		Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<p><u>Timing of Disposition</u> Data shall be disposed of by the following date:</p>		As soon as commercially practicable.
		By November 1, 2022

Authorized Representative of LEA

Date

Verification of Disposition of Data by
Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Education For Change Public Schools and which is dated September 1, 2022 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) three years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Oakland Public Education Fund

By: 

Date: 9/1/2022

Printed Name: Alexandria Medina

Title/Position: Executive Director

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA: Oakland Military Institute College Preparatory Academy

By: 

Date: 11/16/2023

Printed Name: Mary Streshly Title/Position: Superintendent

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Alexandria Medina

Title: Executive Director

Email Address: ali@oaklandedfund.org

EXHIBIT “F”

DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

Not Applicable - No additional data security requirements.

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
OAKLAND MILITARY INSTITUTE AND LAUREN GREENBURG**

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

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

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

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, OMI agrees to pay Independent Contractor at the rate of **\$1,200.00 a day**, not to exceed **\$12,000.00 or 10 days** for the term of this Agreement. The contractor will submit an invoice for hours worked once monthly at the end of the calendar month. The payments will be made within 10 days of receipt of invoice.

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

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

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

- W-9.

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

SECTION 7. TERM OF AGREEMENT. This agreement will be effective on December 1, 2023 and must be signed by both parties and will terminate the date either party terminates the Agreement as provided below, or on May 30, 2024, whichever occurs earlier.

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

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

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

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

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

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

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

Contractor's behalf; or

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

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

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

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

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

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

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

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

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

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

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

If to Independent Contractor:
LAUREN GREENBERG
1511 Allstion Way
Berkeley, CA 94703
lgreenbergreads@gmail.com
510-384-8614

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

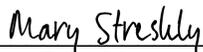
SECTION 19. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

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

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

SIGNATURES:

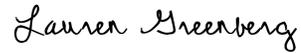
ON BEHALF OF OMI:

DocuSigned by:


 Dr. Mary Streshly
 Superintendent, Oakland Military Institute

Date: 12/5/2023

INDEPENDENT CONTRACTOR:

DocuSigned by:


 LAUREN GREENBERG
 Independent Contractor

Date: 12/5/2023

Attachment A Scope of Services

Service Description	Dates & Location	Notes	Cost
<p>Consulting, coaching and advising OMI teachers and administrators, focusing on (but not limited to) the following areas:</p> <ul style="list-style-type: none"> ● Implementation of <i>Read 180</i> and <i>System 44</i> intervention programs in six classrooms ● Working with teachers and administrators to examine data and adjust student support accordingly ● Working with teachers on classroom organization, discipline, routines, and rewards ● Work with teachers across the content areas on providing explicit academic vocabulary instruction ● Assisting OMI with proper placement of students in intervention classes ● Assisting SpEd teachers with providing appropriate support and developing appropriate student goals ● Implementation of practices to build reading fluency ● Assist history teachers in utilizing <i>History Alive</i> to increase student engagement ● Working with the ELA teachers to effectively implement the HMH <i>myPerspectives</i> curriculum ● Accompanying OMI administrators on classroom observations 	<p>All services (other than prep and correspondence) will occur onsite at Oakland Military Institute.</p> <p>Zoom meetings may be substituted at the request of OMI or if public health rules require.</p> <p>Up to 10 full days or the equivalent half days of onsite work, dates TBD upon mutual agreement</p>	<p>Each full day of service includes 8-9 hours of onsite consulting and coaching, plus offsite preparation, emails, phone calls, and correspondence.</p> <p>Half days will consist of 4-5 hours onsite.</p>	<p>\$1200 per day for up to 10 days, for a total of up to \$12,000.</p>

Service Description	Dates & Location	Notes	Cost
and discussing support and next steps <ul style="list-style-type: none"> ● Other teacher assistance as requested by OMI administrative team 			



MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION
And
OAKLAND MILITARY INSTITUTE, COLLEGE PREPARATORY ACADEMY

Alliant International University, Inc., a California Public Benefit Corporation (the “University”), and Oakland Military Institute, College Preparatory Academy (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective January 01, 2024 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Basic Educational Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Students are required to adhere to all state and local health orders.

FINGERPRINT

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

- A. Require all students and employees of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
- B. Prohibit students and employees of University from coming into contact with pupils until the CDOJ has ascertained that the student or employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
- C. Certify in writing to the District that neither University nor any of University's employees or students who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and
- D. Provide a list of the names of University's students and employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for student and employee changes and shall list students and employees by appropriate school site.
- E. The District may require the University and its students who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion

TB CLEARANCE

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.
3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share

responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.
5. The Intern's services shall meet the instructional or service needs of the District.
6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
8. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
10. No Intern shall displace any fully credentialed employee in the District.
11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
12. The District and the University, in partnership, must provide support for each Intern.
13. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
15. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
16. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
17. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
18. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.

19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
20. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.
21. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will work with the University to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and

the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.
2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any

other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:



12/05/2023

Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.

Date

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Oakland Military Institute College Preparatory Academy:

DocuSigned by:



11/30/2023

Oakland Military Institute College Preparatory Academy

Date

Address:

3877 Lusk Street
Oakland, CA 94608

Coversheet

2023-2024 Winter Consolidated Application Report

Section: III. Approval of Consent Items
Item: E. 2023-2024 Winter Consolidated Application Report
Purpose:
Submitted by: Jacque Eischens
Related Material: 2023-24 Winter CARS reporting.pdf

BACKGROUND:

To receive our federal entitlements, a CARS application must be submitted annually.

RECOMMENDATION:

The superintendent and staff recommends the Board approve the application as written.

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, 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, 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, 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.

County Office of Education (COE) or District	
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	
Direct Funded Charter	06/24/2021
Enter the adoption date of the current LCAP	
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, 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.

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

*****Warning*****

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California Department of Education**Consolidated Application**

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

Status: Draft
Saved by: Jacque Eischens
Date: 12/5/2023 7:47 AM**2023–24 Federal Transferability**

Federal transferability of funds is governed by Title V in ESSA Section 5102. An LEA may transfer Title II, Part A and/or Title IV, Part A program funds to other allowable programs. This transferability is not the same as Title V, Part B Alternative Fund Use Authority (AFUA) governed by ESEA Section 5211.

Note: Funds utilized under Title V, Part B AFUA are not to be included on this form.

CDE Program Contact:

Lisa Fassett, Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963
Kevin Donnelly, Rural Education and Student Support Office, TitleIV@cde.ca.gov, 916-319-0942

Title II, Part A Transfers

2023–24 Title II, Part A allocation	\$16,012
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title IV, Part A	\$0
Transferred to Title V, Part B, Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B, Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title II, Part A funds transferred out	\$0
2023–24 Title II, Part A allocation after transfers out	\$16,012

Title IV, Part A Transfers

2023–24 Title IV, Part A allocation	\$9,413
Transferred to Title I, Part A	\$0
Transferred to Title I, Part C	\$0
Transferred to Title I, Part D	\$0
Transferred to Title II, Part A	\$0
Transferred to Title III English Learner	\$0
Transferred to Title III Immigrant	\$0
Transferred to Title V, Part B Subpart 1 Small, Rural School Achievement Grant	\$0
Transferred to Title V, Part B Subpart 2 Rural and Low-Income Grant	\$0
Total amount of Title IV, Part A funds transferred out	\$0
2023–24 Title IV, Part A allocation after transfers out	\$9,413

*****Warning*****

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Report Date:12/5/2023

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California Department of Education**Consolidated Application**

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

Status: Draft

Saved by: Jacque Eischens

Date: 12/5/2023 7:52 AM

2023–24 Title I, Part A LEA Allocation and Reservations

To report LEA required and authorized reservations before distributing funds to schools.

CDE Program Contact:Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

2023–24 Title I, Part A LEA allocation (+)	\$162,232
Transferred-in amount (+)	\$0
Nonprofit private school equitable services proportional share amount (-)	\$0
2023–24 Title I, Part A LEA available allocation	\$162,232

Required Reservations

Parent and family engagement (If the allocation is greater than \$500,000, then parent and family engagement equals 1% of the allocation minus the nonprofit private school equitable services proportional share amount.)	\$0
School parent and family engagement	\$0
LEA parent and family engagement	\$5,000
Local neglected institutions Does the LEA have local institutions for neglected children?	
Local neglected institutions reservation	
Local delinquent institutions Does the LEA have local institutions for delinquent children?	
Local delinquent institutions reservation	
Direct or indirect services to homeless children, regardless of their school of attendance	\$4,500

Authorized Reservations

Public school Choice transportation	\$0
Other authorized activities	\$0
2023–24 Approved indirect cost rate	5.06%
Indirect cost reservation	\$7,814
Administrative reservation	\$16,521

Reservation Summary

Total LEA required and authorized reservations	\$33,835
School parent and family engagement reservation	\$0
Amount available for Title I, Part A school allocations	\$128,397

*****Warning*****

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California Department of Education**Consolidated Application**

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

Status: Draft

Saved by: Jacque Eischens

Date: 12/5/2023 7:59 AM

2023–24 Title II, Part A LEA Allocations

The purpose of this data collection is to calculate the total allocation amount available to the local educational agency (LEA) for Title II, Part A Supporting Effective Instruction.

CDE Program Contact:Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov, 916-323-4636Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

2023–24 Title II, Part A allocation	\$16,012
Transferred-in amount	\$0
Total funds transferred out of Title II, Part A	\$0
2023–24 Total allocation	\$16,012
Administrative and indirect costs	\$810
Reservation for equitable services for nonprofit private schools	\$0
2023–24 Title II, Part A adjusted allocation	\$15,202

*****Warning*****

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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, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, 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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Oakland Military Institute, College Preparatory Academy (01 61259 0130617)

Status: Draft
Saved by: Jacque Eischens
Date: 12/5/2023 8:07 AM**2023–24 Title III English Learner LEA Allocations and Reservations**

The purpose of this data collection is to show the total allocation amount available to the local educational agency (LEA) for the Title III English Learner (EL) student program and to report required reservations.

CDE Program Contact:

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

Total Allocation

2023–24 Title III EL student program allocation	\$21,450
Transferred-in amount	\$0
Repayment of funds	\$0
2023–24 Total allocation	\$21,450

Allocation Reservations

Professional development activities	\$2,500
Program and other authorized activities	\$0
English proficiency and academic achievement	\$14,988
Parent, family, and community engagement	\$2,500
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$429
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$1,033
Total allocation reservations	\$21,450

*****Warning*****

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

Status: Draft
Saved by: Jacque Eischens
Date: 12/5/2023 8:32 AM**2023–24 Title III English Learner YTD Expenditure Report, 6 Months**

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2023 through December 31, 2023.

CDE Program Contact:

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

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2023–24 Title III EL student program allocation	\$21,450
Transferred-in amount	\$0
2023–24 Total allocation	\$21,450
Object Code - Activity	
1000–1999 Certificated personnel salaries	\$0
2000–2999 Classified personnel salaries	\$7,171
3000–3999 Employee benefits	\$1,063
4000–4999 Books and supplies	\$0
5000–5999 Services and other operating expenditures	\$0
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$416
Total year-to-date expenditures	\$8,650
2023–24 Unspent funds	\$12,800

*****Warning*****

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Report Date:12/5/2023

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California Department of Education**Consolidated Application**

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

Status: Draft

Saved by: Jacque Eischens

Date: 12/5/2023 8:33 AM

2023–24 Title IV, Part A LEA Allocations

The purpose of this data collection is to calculate the allocation available to the local educational agency (LEA) and report reservations of Title IV, Part funds.

CDE Program Contact:Kevin Donnelly, Rural Education and Student Support Office , TitleIV@cde.ca.gov, 916-319-0942

2023–24 Title IV, Part A LEA allocation	\$9,413
Funds transferred-in amount	\$0
Funds transferred-out amount	\$0
2023–24 Title IV, Part A LEA available allocation	\$9,413

Reservations

Indirect cost reservation	\$453
Administrative reservation	\$0
Equitable services for nonprofit private schools	\$0
2023–24 Title IV, Part A LEA adjusted allocation	\$8,960

*****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, 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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California Department of Education**Consolidated Application**

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

Status: Draft

Saved by: Jacque Eischens

Date: 12/5/2023 8:34 AM

2023–24 Consolidation of Administrative Funds

A request by the local educational agency (LEA) to consolidate administrative funds for specific programs.

CDE Program Contact:Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

Title I, Part A Basic SACS Code 3010	No
Title I, Part C Migrant Education SACS Code 3060	No
Title I, Part D Delinquent SACS Code 3025	No
Title II, Part A Supporting Effective Instruction SACS Code 4035	No
Title III English Learner Students - 2% maximum SACS Code 4203	No
Title III Immigrant Students SACS Code 4201	No
Title IV, Part A Student Support - 2% maximum SACS Code 4127	No
Title IV, Part B 21st Century Community Learning Centers SACS Code 4124	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Report Date:12/5/2023

R02

Page 13 of 13

2023–24 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

School Name	School Code	Authorized SWP	Low Income %	Local Board Approval Date SWP Plan (MM/DD/YYYY)	Local Board Approval Date SWP Waiver (MM/DD/YYYY)
Oakland Military Institute, College Preparatory Academy	0130617	Y	79.90	11/13/2008	11/13/2008

*****Warning*****

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2023–24 Title I, Part A School Allocations

This report identifies the amount of Title I, Part A funds to be allocated to eligible schools.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

LEA meets small LEA criteria.

A local educational agency (LEA) is defined as a small LEA if, based on the school list and the data entered in Title I, Part A School Student Counts, the LEA meets one or both of the following:

- Is a single school LEA
- Has enrollment total for all schools less than 1,000

If applicable, enter a Discretion Code. Use lower case only.

Allowable Discretion Codes

- a - Below LEA average and at or above 35% student low income
- d - Waiver for a desegregation plan on file
- e - Grandfather provision
- f - Feeder pattern

Low income measure	FRPM
Ranking Schools Highest to Lowest	Within the LEA
LEA-wide low income %	74.56%
Available Title I, Part A school allocations	\$128,397
Available parent and family engagement reservation	\$0

School Name	School Code	Grade Span Group	Student Enrollment	Eligible Low Income Students	Low Income Student %	Eligible to be Served	Required to be Served	Ranking	\$ Per Low Income Student	TIA School Allocation	2022–23 Carryover	Parent and Family Engagement	Total School Allocation	Discretion Code
Oakland Military Institute, College Preparatory Academy	0130617	3	456	340	74.56	*	*	1	377.50	128350.00	\$0	\$0	128350.00	

*****Warning*****

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2023–24 Title I, Part A School Student Counts

This data collection contains school-level student data. The information in this data collection will be used by the local educational agency (LEA) to calculate eligibility and ranking for Title I, Part A school allocations.

CDE Program Contact:

Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

School ranking options Within the LEA

Select the highest to lowest school ranking method

Select a low income measure FRPM

Explanation of Pre-populated Student Counts

The data fields in this form, containing total student enrollment counts and eligible low income students counts, were pre-populated with PRIOR year (Fiscal Year 2022–23) certified data from CALPADS Fall 1 data submission.

Note: The LEA may use prior year data or current year data to calculate eligibility and ranking for Title I, Part A school allocations. The LEA may choose to manually enter current year data in place of prior year data.

School Name	School Code	Low Grade Offered	High Grade Offered	Grade Span Group	Student Enrollment	Eligible Low Income Students
Oakland Military Institute, College Preparatory Academy	0130617	6	12	3	456	340

*****Warning*****

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Coversheet

Cadet Leadership Brief

Section: IV. Student Board Member Report
Item: A. Cadet Leadership Brief
Purpose:
Submitted by: Jennifer Tran

BACKGROUND:

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

Some points that will be discussed:

- Recent student event highlights
- SAT testing student input
- Community service update
- and more!

RECOMMENDATION:

The OMI staff recommends that the Board of Directors listen to the presentation and ask questions if they have any for Jennifer Tran.

Coversheet

Cashflow Update

Section: VII. Information/Discussion Items
Item: A. Cashflow Update
Purpose:
Submitted by: Jacque Eischens
Related Material: OMI_Cashflow_Report_2023.12.14 Meeting.pdf

BACKGROUND:

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

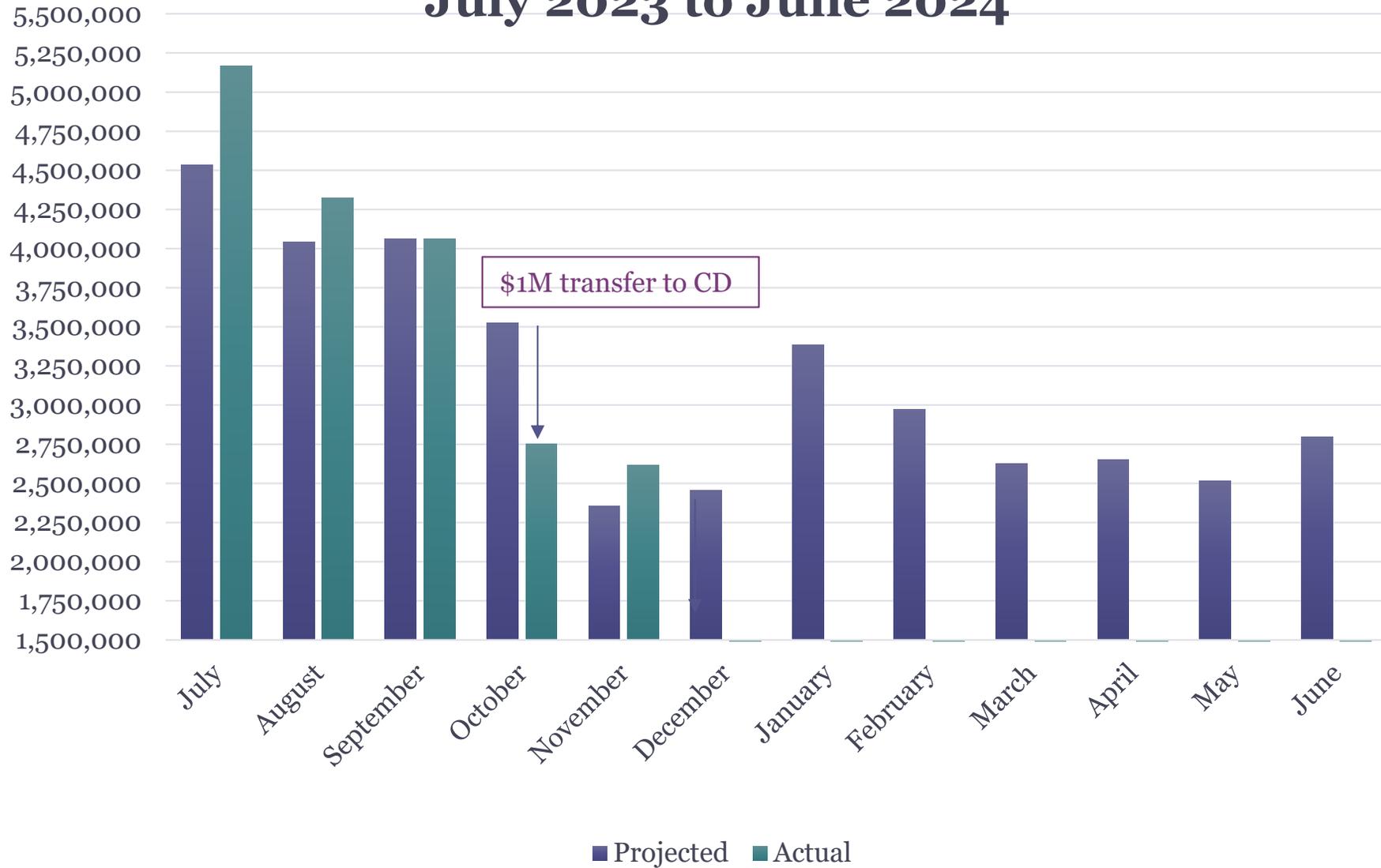
CASHFLOW REPORT

December 14, 2023

Prepared by Jacque Eischens, Consulting CFO

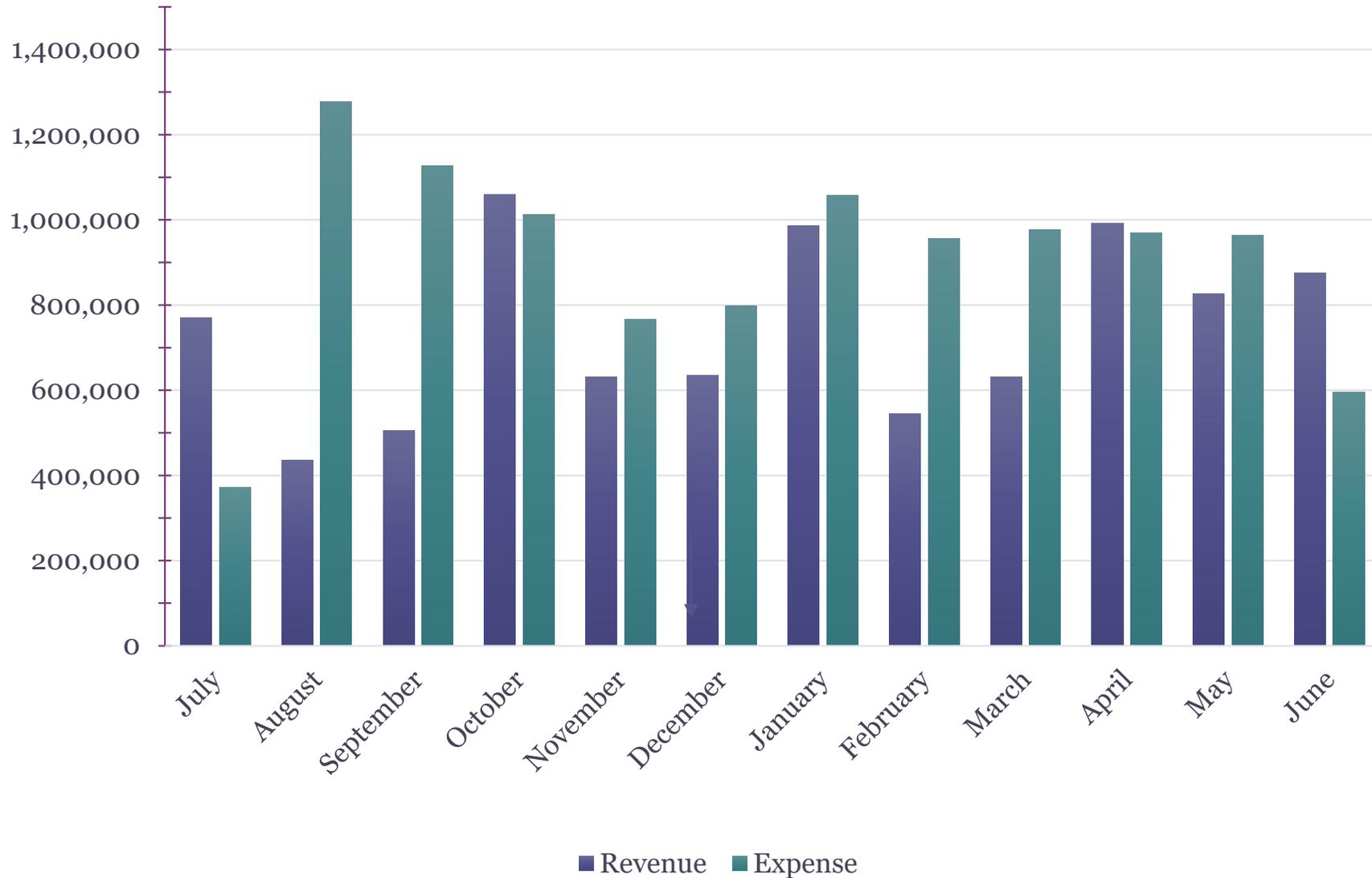


Cashflow - Checking Account July 2023 to June 2024



FY 2023-24 Revenue vs Expense

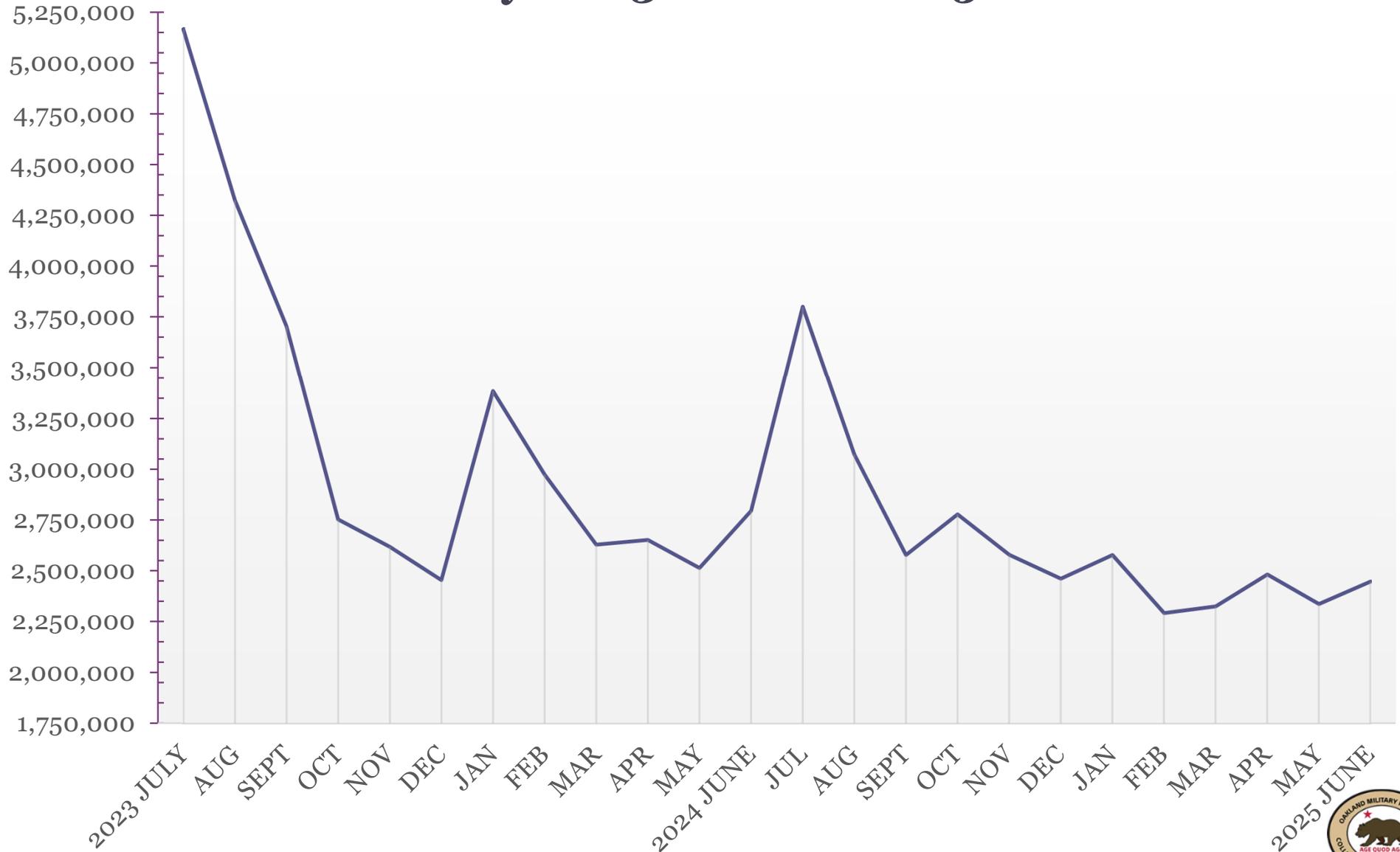
Actuals through November 30, 2023



■ Revenue ■ Expense
Powered by BoardOnTrack



Cashflow - Checking Account July 2023 to June 2025



Coversheet

Student Recruitment Plan for 2024-2025

Section: VII. Information/Discussion Items
Item: B. Student Recruitment Plan for 2024-2025
Purpose:
Submitted by: Mary Streshly
Related Material: OMI Recruiting Update 12_08.pdf

BACKGROUND:

The Board Chairman has contracted with The Media Company LLC to design and lead our cadet recruitment campaign for the 2023-2024 school year. Odua Isidor and Emily Matthews will provide the Board an update on the progress of the Cadet Recruitment Campaign to date and provide a roadmap depicting our spring 2024 anticipated activities.

RECOMMENDATION:

The superintendent recommends the Board engage with the The Media Company LLC representatives to best understand our strategies toward reaching our enrollment goals.

The Media Company

Update:

OMI RECRUITING

**The Media Company
Sacramento & San Francisco, CA**

11/13/23

Our Mission

Elevate last year's recruitment with applicant tracking and data collection

Amplify OMI name recognition and promote "College Prep" messaging

Streamline OMI recruitment process and build foundation for future recruitment campaigns

Overview

Phase 1

- Budget and strategy development
- Cadets meetings

Phase 2

- Paid advertising begins
- Event “swag” and collateral available

Phase 3

- Tracking method refinement
- On the ground recruitment efforts with cadets

Paid Media

Print

- Mailers ensure exposure to targeted households
- Necessary collateral for in-person communication
- Flyers and mailers highlight key OMI promotional areas
- Brochure provides on-hand detailed information

BART Advertisements

- Bart Ads give potential candidates a first look at OMI
- Emphasis on key information

Tracking

Landing Page

- Emphasizes “College Advantage”, extracurriculars, and academic excellence
- Captures email, phone number and basic information
- Funnels to OMI website for more detail
- Utilizes the QR codes to help track where interest is coming from

Information Capture/ QR Codes

- QR Codes included on each piece of marketing material
- Provides bridge to more detail and tracking by directing to Landing Page

Upcoming

OMI “Swag”

- OMI branded gear to be made available for major events
- Stickers, Totes etc. increases promotional capacity of cadets and parents

Digital Marketing

- Online OMI Ads create additional targeted exposure
- Will also funnel to Landing Page and OMI Website for further information capture and detail

Next Steps

Finalize Digital and Print outreach

- TMC to continue digital and print outreach material production.

OMI Events

- TMC to support events with “swag”, print materials and digital outreach

Data Collection Assessment

- TMC will assess collected data and optimize tracking methods

Coversheet

Approve First Interim Budget Report

Section: VIII. Action Items
Item: A. Approve First Interim Budget Report
Purpose:
Submitted by: Jacque Eischens
Related Material: OMI - 2023-24 First Interim Budget Narrative.pdf
2023-24 OMIA 1st Interim Presentation 2023.12.14.pdf

BACKGROUND:

Charter schools are required to approve two annual Interim Budget Reports that demonstrate the school's ability to meet its financial obligations for the remainder of the current fiscal year and two subsequent fiscal years.

Interim reports are based on criteria and standards adopted by the State Board of Education (SBE). Because the budget is a "living document" that changes as new information becomes available, it is expected that variances will occur between the First Interim Budget and Second Interim Budget.

Budget revisions are brought to the Board of Directors in order to keep operations moving and the budget current. The First Interim Budget Report for the Oakland Military Institute (OMI) 2023-2024 reflects the school's financial condition as of October 31, 2023 and demonstrates that OMI will be able to meet its financial obligations for the current and subsequent two fiscal years.

A copy of this report will be sent to the Oakland Unified School District and the Alameda County Office of Education.

RECOMMENDATION:

The superintendent and staff recommends that the Board approve the 2023- 2024 First Interim Budget Report.

FISCAL YEAR 2023-24 FIRST INTERIM BUDGET



**Meeting of the Governing Board
December 14, 2023**

Prepared by:
Jacque Eischens/ schoolAbility, LLC

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BUDGET ANALYSIS

Budget Update

OMI collaborated with administration, the business office, military personnel, and CBO contractors to develop a revised budget for fiscal year 2024-25 and projections for two out years. This narrative provides information on changes between the Original Budget and First Interim Budget.

The 2024-25 Cost of Living Adjustment (COLA) has been adjusted to 1.00% from the 3.94% previous projection. OMI is using the lower COLA for First Interim reporting and will update it after the January state budget proposal. This information is based on the below information from School Services of California.

Although the *Fiscal Outlook* is delayed, Kenneth Kapphahn, Principal Fiscal and Policy Analyst at the LAO, presented today, November 16, 2023, at the California School Business Officials CBO Symposium and announced that the LAO is now projecting the 2024-25 statutory COLA to be approximately 1.00%—a significant decrease from the Newsom Administration’s June 2023 estimates. We expect that the DOF, which has significantly more data now than in June 2023, will downgrade its projection when Governor Gavin Newsom presents his State Budget proposal on January 10, 2024.

Local educational agencies that are in midst of preparing their First Interim reports to be approved by December 17 should consider multiple scenarios factoring in lowered revenue projections as a result of a significantly reduced statutory COLA. While the final statutory COLA won’t be known until April 2024, the likelihood of it being 3.94% appears to be slim to none.

In March, OMI will present the Second Interim Budget. The newly revised budget and projections will include information released in the January Governor’s Budget Proposal as well as any projected changes to current and future enrollment and Average Daily Attendance (ADA).

Planning Factors

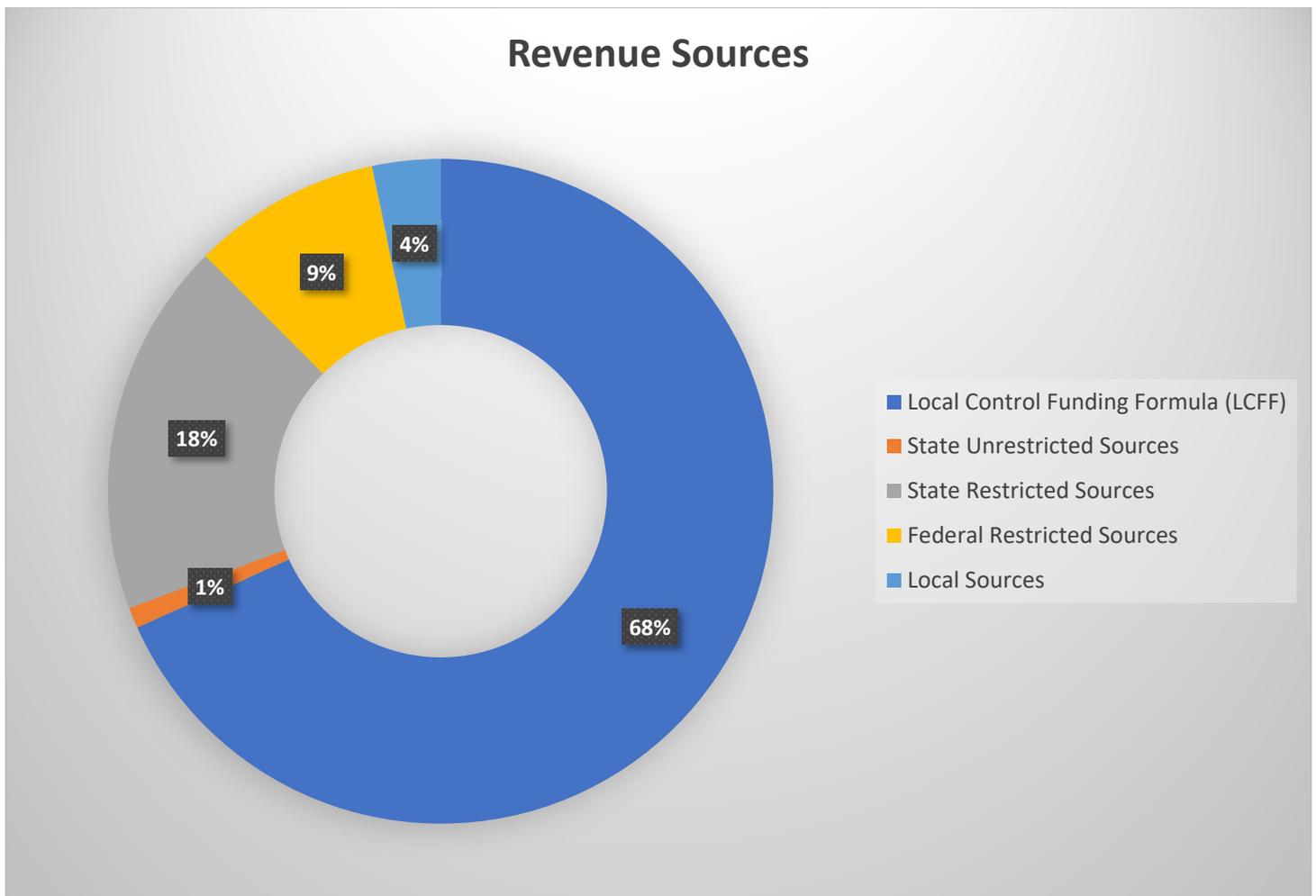
Key planning factors for 2023-24 first interim and multi-year projections.

Planning Factor	2023-24	2024-25	2025-26
Cost of Living Adjustment (COLA)			
LCFF COLA*	8.22%	1.00%	3.29%
Employer Benefit Rates			
CalSTRS	19.10%	19.10%	19.10%
CalPERS-Schools	27.00%	28.10%	28.10%
Lottery			
Unrestricted per ADA	\$170	\$170	\$170
Proposition 20 per ADA	\$67	\$67	\$67
Mandated Block Grant			
Charters			
K-8 per ADA	\$18.34	\$19.83	\$20.53
9-12 per ADA	\$50.98	\$55.12	\$57.07

Budget Summary

The school's overall projected revenue for the school year 2023-2024 is \$10,593,101. Funding from the LCFF calculator is based on 500 students, an increase of 64 students from P2 reporting, as well as a LCFF COLA of 8.22%. Funding for Food Services will be based on actuals from FY 2024. The budget has been created using the projected CBEDS enrollment and the latest state allocation schedules.

The LCFF funding makes up 68% of the proposed FY23-24 budget. The breakout of the proposed revenue budget is as presented below.



State Restricted Sources include Expanded Learning Opportunities Program; After School Education and Safety grant; Educator Effectiveness grant*; Lottery Instructional Materials; Special Education; Arts, Music and Instructional Materials Block Grant*; Kitchen Infrastructure and Training grants*; A-G Completion Improvement and Learning Loss Mitigation grants*; Child Nutrition reimbursements; Learning Recovery Block Grant*; and Arts and Music in Schools funds.

Federal Special Revenue sources include No Child Left Behind/Every Student Succeeds Act (Title I-IV), Special Education (IDEA), the National School Lunch Program, and ESSER III*.

Other Local Funds include the new donor sponsored Superintendent Commandant Fund*, Measure G1 funds, and California National Guard deferred revenue funds. Measure G1 funds flow through from Oakland Unified School District. OMI will apply for funding twice per year. These funds are not included in multiyear projections for First Interim as the amounts are unknown and the first application will not be submitted until January.

**One-time funding source*

Revenue Summary

Oakland Military Institute is budgeting 500 students with a 93% Average Daily Attendance (ADA) and 411 Unduplicated Pupil Count. At Second Interim, the school will increase or decrease ADA projections based on the latest data.

Below is a chart that summarizes Oakland Military Academy's estimated revenue in the 2023-24 Original Budget versus the projected revenue in the 2023-24 First Interim Budget. The school is anticipating an increase in overall revenue of 1.91%. This increase is due to new funding for Measure G and Title III as well as increases to other ongoing federal revenue sources.

	2023-24 Original	2023-24 First Interim	Change	% Change
LCFF Revenue Sources				
State Aid	4,022,288	4,163,626	141,338	3.51%
Education Protection Act	1,691,489	1,658,254	(33,235)	-1.96%
Transfers of Charter Schools in Lieu of Property Taxes	1,456,206	1,411,078	(45,128)	-3.10%
Total LCFF Sources	7,169,983	7,232,958	62,975	0.88%
Federal Revenue Sources				
Every Student Succeeds Act	96,419	213,988	117,569	121.94%
Special Education - Federal	62,100	59,280	(2,820)	-4.54%
Child Nutrition	325,000	340,000	15,000	4.62%
Other Federal Revenues	409,412	358,475	(50,937)	-12.44%
Total Federal Sources	892,931	971,743	78,812	8.83%
Other State Revenue Sources				
Special Education - State	389,983	410,018	20,035	5.14%
All Other State Revenues	1,891,308	1,822,576	(68,732)	-3.63%
Total State Revenues	2,281,291	2,232,594	(48,697)	-2.13%
Other Local Revenue Sources				
Superintendent/Commandant Fund	50,000	50,000	0	0.00%
Prior Year Property Tax Refunds	0	51,959	51,959	100.00%
CCEE Reimbursement	0	33,000	33,000	100.00%
Other Local	0	20,847	20,847	100.00%
Total Other Local Revenue Sources	50,000	155,806	105,806	211.61%
Total Estimated Revenue	10,394,205	10,593,101	198,896	1.91%

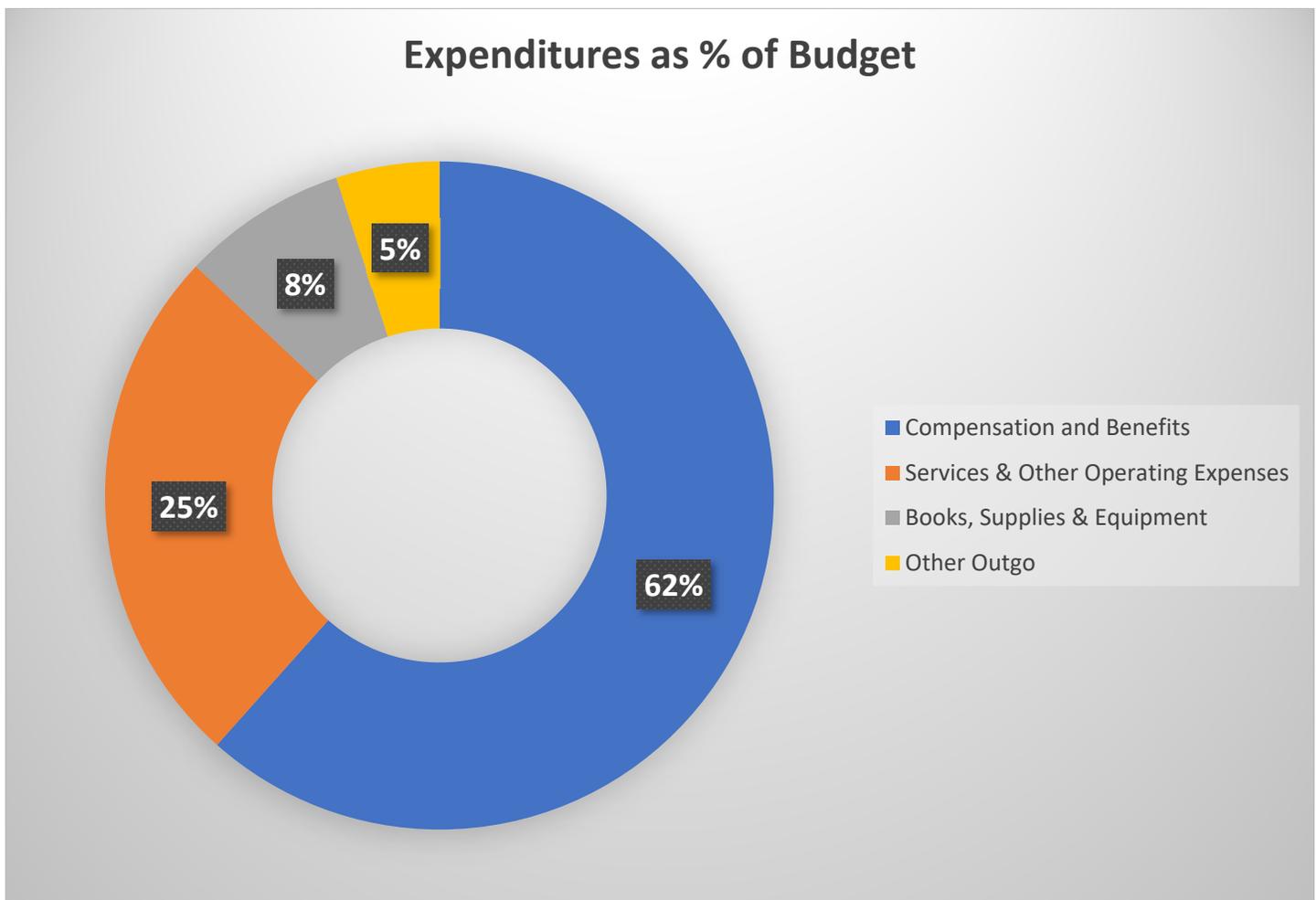
Expenditure Summary

Expenditure projections have increased by 5.30% from the Original Budget. Oakland Military Institute will balance its FY 2024 expenditures using \$400,697 in cash reserves. The school's management is using the reserves to help pay for salary increases, technology refresh, and bathroom remodel costs.

In FY24, the school is using the majority of their ESSER III funds to fund professional development and supplemental after school services. In FY25, ESSER III funds will no longer be available. The professional development budget is reduced, and the supplemental after-school expenses will be absorbed by increases in state expanded learning opportunity funds.

As the year progresses, OMI continually reviews actual expenses and updates budget projections based on new information.

The pie chart below indicates that 62% of the school's projected expenditures are budgeted in compensation and benefits, 25% in contracted services, 8% in supplies, and 5% in other outgo.



Personnel Costs

The chart below compares personnel cost projection changes from the Original Budget to the First Interim Budget. Full-time equivalency (FTE) increased from 50.62 to 60.70. This includes vacancies and full-time substitutes.

Large changes between non-certificated supervisor/administrative salaries and clerical office salaries are due to account coding corrections and the overall increase to non-certificated salaries is less than 1.0%.

	2023-24 Original	2023-24 First Interim	Change	% Change
Certificated Salaries				
Certificated Teacher Salaries	2,738,116	3,050,378	312,262	11.40%
Certificated Pupil Support Salaries	290,767	314,884	24,117	8.29%
Certificated Supervisor/Administrative Salaries	383,750	564,256	180,506	47.04%
Other Certificated Salaries	51,480	0	(51,480)	-100.00%
Total Certificated Salaries	3,412,633	3,929,518	516,885	15.15%
Non-Certificated Salaries				
Non-certificated Salaries	108,752	151,108	42,356	38.95%
Non-certificated Support Salaries	427,187	416,305	(10,882)	-2.55%
Non-certificated Supervisor/Administrative	301,950	175,613	(126,337)	-41.84%
Clerical and Office Salaries	140,327	271,429	131,102	93.43%
Other Non-certificated Salaries	45,944	12,000	(33,944)	-73.88%
Total Non-Certificated Salaries	1,024,160	1,026,455	2,295	0.22%
Employee Benefits				
STRS	701,361	649,828	(51,533)	-7.35%
PERS	220,439	323,622	103,183	46.81%
OASDI/Medicare	206,269	151,741	(54,528)	-26.44%
Health and Welfare Benefits	598,614	609,172	10,558	1.76%
Unemployment Insurance	24,301	37,903	13,602	55.97%
Workers' Compensation Insurance	47,863	54,603	6,740	14.08%
Total State Revenues	1,798,847	1,826,869	28,022	1.56%
Total Compensation and Benefits	6,235,640	6,782,842	547,202	8.78%
Employee Benefits as % of Salaries	40.54%	36.86%		

Non-Personnel Costs

Non-personnel costs in Fiscal Year 2023-24 budget are \$4,210,956 and account for 38% of the revised budget. This is a slight increase of 1.38% from the original budget. The majority of changes stem from correcting expense account codes with only a \$57,148 increase overall.

	2023-24 Original	2023-24 First Interim	Change	% Change
Books and Supplies				
Approved Textbooks and Core Curriula Materials	72,673	77,727	5,054	6.95%
Books and Supplies	24,000	7,000	(17,000)	-70.83%
Materials and Supplies	595,835	425,074	(170,761)	-28.66%
Equipment	0	0	0	0.00%
Food	347,034	375,034	28,000	8.07%
Total Books and Supplies	1,039,542	884,835	(154,707)	-14.88%
Services & Other Operating Expenses				
Subagreement for Services	166,000	141,000	(25,000)	-15.06%
Travel and Conference	4,400	22,751	18,351	417.07%
Dues and Memberships	28,250	22,300	(5,950)	-21.06%
Insurance	107,827	107,926	99	0.09%
Operations and Housekeeping Services	376,135	366,005	(10,130)	-2.69%
Rentals, Leases, Repairs and Noncap. Improvement	368,310	517,309	148,999	40.45%
Professional Consulting Services and Other Operating Expe	1,220,809	1,525,117	304,308	24.93%
Communications	69,868	100,000	30,132	43.13%
Total Services & Other Operating Expenses	2,341,599	2,802,408	460,809	19.68%
Capital Outlay & Other Outgo				
Buildings and Improvement of Buildings	258,617	0	(258,617)	-100.00%
Equipment Replacement	514,050	0	(514,050)	-100.00%
Depreciation	0	444,066	444,066	0.00%
Debt Service - Interest	0	24,214	24,214	0.00%
Debt Service - Principal	0	55,433	55,433	0.00%
Total Capital Outlay & Other Outgo	772,667	523,713	(248,954)	-32.22%
Total Other Expenses	4,153,808	4,210,956	57,148	1.38%

Multi-Year Projections

The First Interim multiyear projections include enrollment increases over the next two years. Enrollment in the school increased from 456 students in 2022-23 to 520 in 2023-24. The school continues making large investments in recruiting efforts and has a comfortable degree of certainty that enrollment will continue to increase.

The below table indicates budget calculations. The total reserve amount closely matches expected cash reserves.

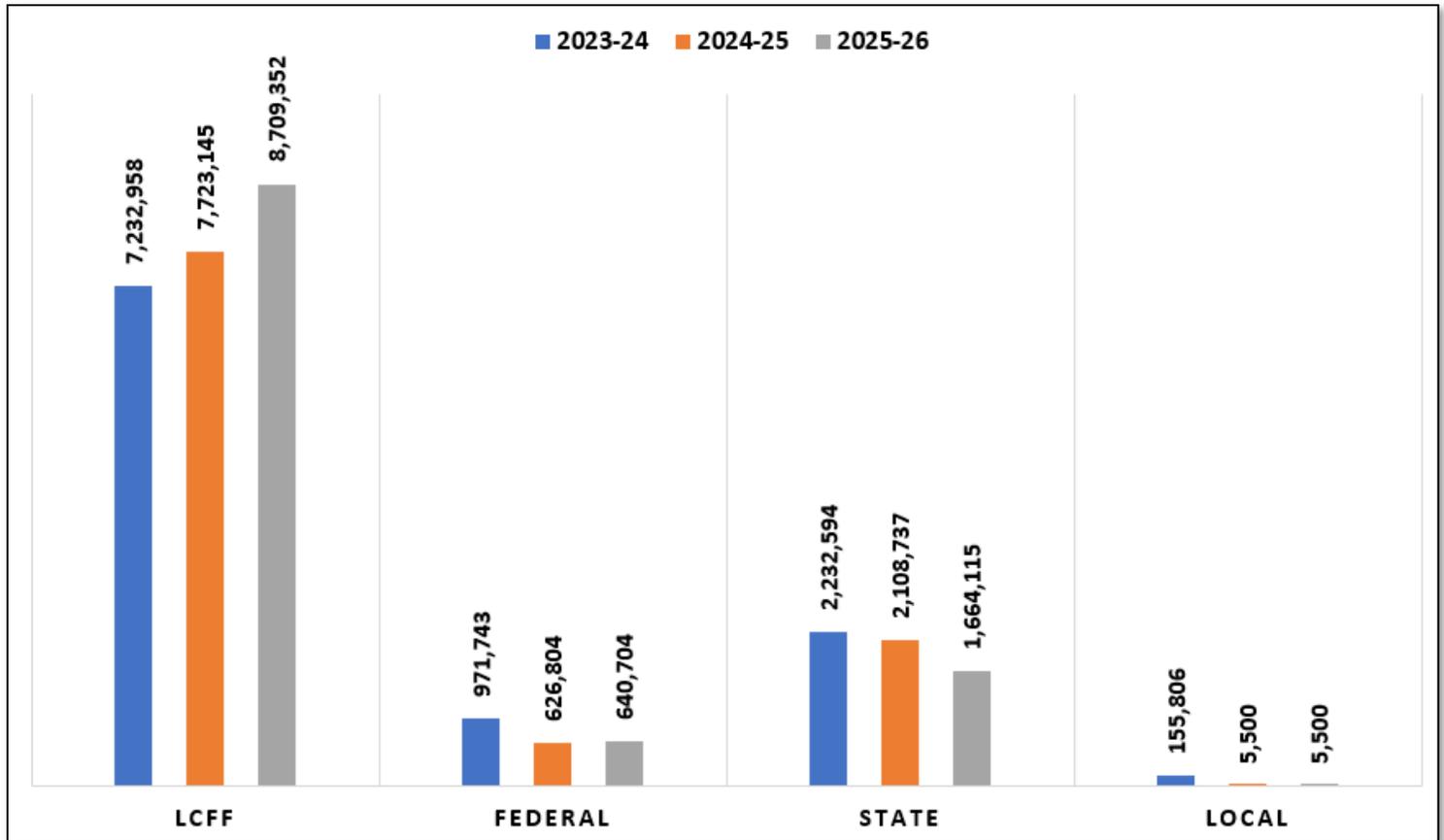
First Interim Multiyear Projection			
	2023-24	2024-25	2025-26
Enrollment	522	550	600
Average Daily Attendance	485	512	558
COLA	8.20%	1.00%	3.29%
Beginning Balance	12,092,977	11,692,280	11,486,863
Revenue	10,593,101	10,464,186	11,019,671
Expense	10,993,798	10,669,603	10,893,335
Ending net position	11,692,280	11,486,863	11,613,199
<i>Excess(Deficiency) revenue over expenses</i>	<i>(400,697)</i>	<i>(205,417)</i>	126,336
<i>Net Capital Assets</i>	<i>8,908,684</i>	<i>9,232,580</i>	<i>9,482,028</i>
Total Reserves	2,783,597	2,254,283	2,131,171
Reserve for economic uncertainty	1,099,380	1,066,960	1,089,333
Unassigned Balance	1,684,217	1,187,323	1,041,837
<i>Reserve as % of Expenses</i>	<i>25%</i>	<i>21%</i>	<i>20%</i>

Local Control Funding Formula			
Revenue per Average Daily Attendance (ADA)			
	2023-24	2024-25	2025-26
Grade 6	13,183	13,319	13,732
Grade 7-8	13,573	13,713	14,137
Grade 9-12	16,140	16,306	16,810

Multi-Year Revenue Projections

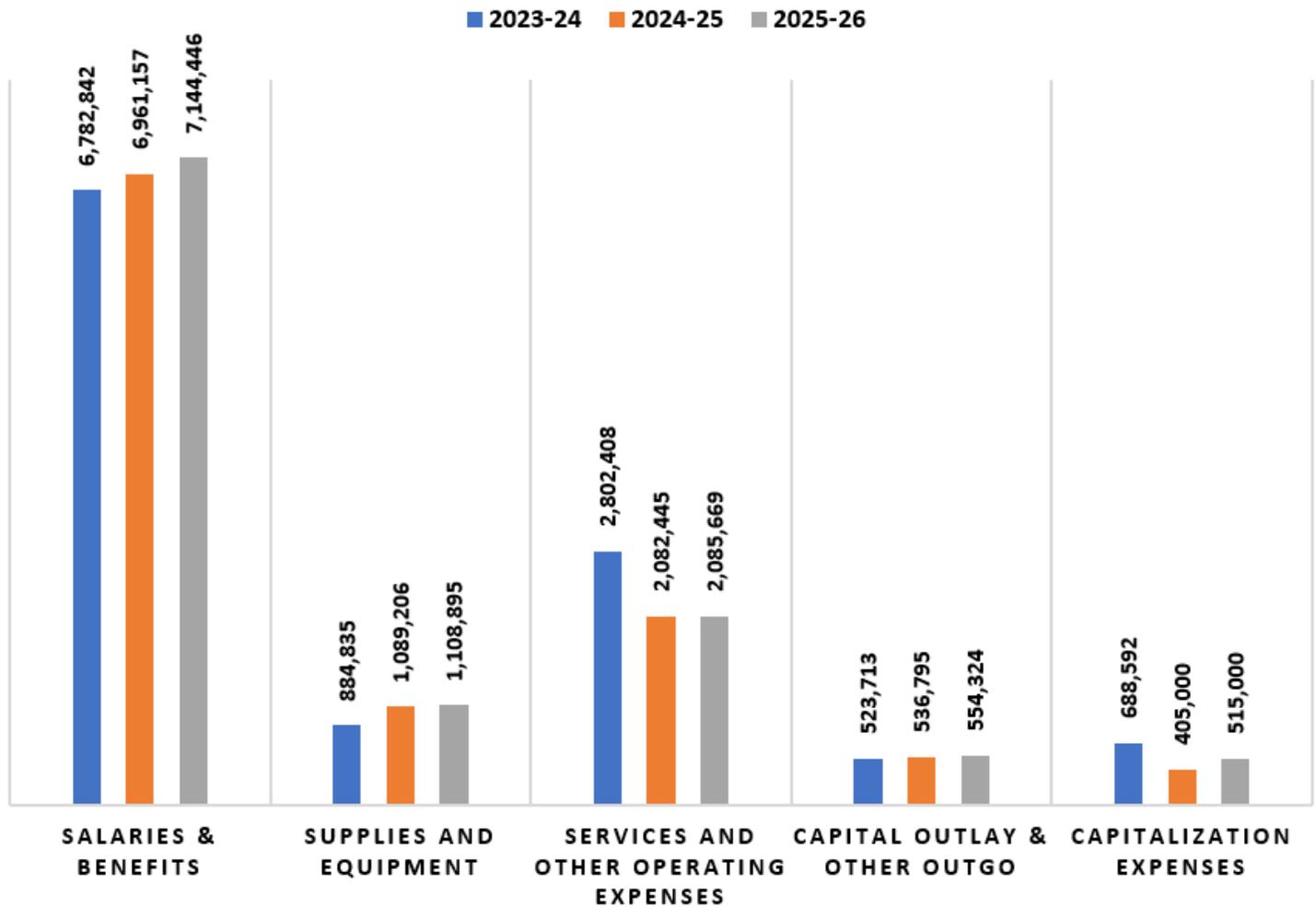
In future fiscal years, the Local Control Funding revenue will continue to increase as a percentage of overall revenue for the school. This is due to spending down the state and federal one-time revenue associated with the COVID-19 pandemic. There is also an increase in LCFF funding due to the increased student enrollment projections.

Below is a graph comparing revenue from FY24 through FY26.



Multi-Year Expenditure Projections

In future fiscal years, the school reduces professional consultant and capitalized project budgets previously paid from one-time revenue sources. Salaries and benefits decrease slightly between the current and next fiscal year due to a 3.0 FTE reduction in staff. The full decrease for this reduction is offset by a 3% step and column movement on the salary schedule.



Going Forward

The budget is a fluid document updated as new information becomes available. Oakland Military Institute’s newly created budget committee meets in January to review an updated 5-year projection with COLA decreasing to 1.00% for FY25, FY26 and FY27. The committee will look at detailed expense information to assist with identifying possible reductions to balance the budget.

The school management team has consciously chosen to spend reserves over the next two years to help attract and retain teachers. The school will maintain educational staffing levels and programs to focus on student achievement and well-being. Enrollment and academic performance decreased significantly, and student mental health issues increased, due to the COVID-19 pandemic. Schools and districts throughout the state continue to prioritize these issues despite shrinking budgets and the bleak COLA outlook.

School business offices throughout the state will be holding onto hope that a 1% COLA for the next three fiscal years is the worst-case scenario. Oakland Military Institute’s budget development team is beginning the hard discussions now and is working proactively to address the possibility of increased deficits as state revenue falls far short of the state-enacted budget projections.

Appendix

[2023-2024 First Interim Budget Charter Alt Form](#)

[First Interim Budget LCFF Calculator](#)

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report Certification**

Charter School Name: Oakland Military Institute,
 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
 County: Alameda
 Charter #: 0349
 Fiscal Year: 2023/24

CERTIFICATION OF FINANCIAL CONDITION

- POSITIVE CERTIFICATION**
 As the Charter School Official, I certify that based upon current projections this charter will meet its financial obligations for the current fiscal year and subsequent two fiscal years.
- QUALIFIED CERTIFICATION**
 As the Charter School Official, I certify that based upon current projections this charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.
- NEGATIVE CERTIFICATION**
 As the Charter School Official, I certify that based upon current projections this charter will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

To the entity that approved the charter school:
 () 2023/24 CHARTER SCHOOL FIRST INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
 Charter School Official
 (Original signature required)
 Print Name: _____ Title: _____

To the County Superintendent of Schools:
 () 2023/24 CHARTER SCHOOL FIRST INTERIM FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

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

For additional information on the First Interim Report, please contact:

<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Minh Co</u>	<u>Jacque Eischens</u>
Name	Name
<u>Accounting Manager</u>	<u>Consulting CBO</u>
Title	Title
<u>510-879-8605</u>	<u>808-462-8422</u>
Phone	Phone
<u>minh.co@ousd.org</u>	<u>jeischens@omiacademy.org</u>
E-mail	E-mail

This report has been verified for mathematical accuracy by the County Superintendent of Schools, pursuant to *Education Code* Section 47604.33.

 ACOE District Advisor Date

CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Detail

Charter School Name: Oakland Military Institute,
 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
 County: Alameda
 Charter #: 0349
 Fiscal Year: 2023/24

This charter school uses the following basis of accounting:

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

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
A. REVENUES										
1. LCFF Sources										
State Aid - Current Year	8011	4,022,288.00	-	4,022,288.00	668,278.00	-	668,278.00	4,163,626.00	-	4,163,626.00
Education Protection Account State Aid - Current Year	8012	1,691,489.00	-	1,691,489.00	359,940.00	-	359,940.00	1,658,254.00	-	1,658,254.00
State Aid - Prior Years	8019	-	-	-	-	-	-	-	-	-
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,456,206.00	-	1,456,206.00	366,880.00	-	366,880.00	1,411,078.00	-	1,411,078.00
Other LCFF Transfers	8091, 8097	-	-	-	-	-	-	-	-	-
Total, LCFF Sources		7,169,983.00	-	7,169,983.00	1,395,098.00	-	1,395,098.00	7,232,958.00	-	7,232,958.00
2. Federal Revenues										
No Child Left Behind/Every Student Succeeds Act	8290	-	96,419.00	96,419.00	-	4,783.62	4,783.62	-	213,988.00	213,988.00
Special Education - Federal	8181, 8182	-	62,100.00	62,100.00	-	-	-	-	59,280.00	59,280.00
Child Nutrition - Federal	8220	-	325,000.00	325,000.00	-	-	-	-	340,000.00	340,000.00
Donated Food Commodities	8221	-	-	-	-	-	-	-	-	-
Other Federal Revenues	8110, 8260-8299	-	409,412.00	409,412.00	-	203,836.31	203,836.31	-	358,475.00	358,475.00
Total, Federal Revenues		-	892,931.00	892,931.00	-	208,619.93	208,619.93	-	971,743.00	971,743.00
3. Other State Revenues										
Special Education - State	StateRevSE	-	389,983.00	389,983.00	-	153,146.00	153,146.00	-	410,018.00	410,018.00
All Other State Revenues	StateRevAO	84,150.00	1,807,158.00	1,891,308.00	-	1,705,199.68	1,705,199.68	105,942.00	1,716,634.00	1,822,576.00
Total, Other State Revenues		84,150.00	2,197,141.00	2,281,291.00	-	1,858,345.68	1,858,345.68	105,942.00	2,126,652.00	2,232,594.00
4. Other Local Revenues										
All Other Local Revenues	LocalRevAO	50,000.00	-	50,000.00	6,815.94	56,815.94	63,631.88	105,806.00	50,000.00	155,806.00
Total, Local Revenues		50,000.00	-	50,000.00	6,815.94	56,815.94	63,631.88	105,806.00	50,000.00	155,806.00
5. TOTAL REVENUES										
		7,304,133.00	3,090,072.00	10,394,205.00	1,401,913.94	2,123,781.55	3,525,695.49	7,444,706.00	3,148,395.00	10,593,101.00
B. EXPENDITURES										
1. Certificated Salaries										
Certificated Teachers' Salaries	1100	2,114,326.00	623,790.00	2,738,116.00	839,201.58	146,948.74	986,150.32	2,580,707.00	469,671.00	3,050,378.00
Certificated Pupil Support Salaries	1200	-	290,767.00	290,767.00	43,726.47	39,783.95	83,510.42	91,923.00	222,961.00	314,884.00
Certificated Supervisors' and Administrators' Salaries	1300	252,365.00	131,385.00	383,750.00	167,840.19	20,080.89	187,921.08	458,664.00	105,592.00	564,256.00
Other Certificated Salaries	1900	-	51,480.00	51,480.00	-	-	-	-	-	-
Total, Certificated Salaries		2,366,691.00	1,097,422.00	3,464,113.00	1,050,768.24	206,813.58	1,257,581.82	3,131,294.00	798,224.00	3,929,518.00
2. Non-certificated Salaries										
Non-certificated Instructional Aides' Salaries	2100	18,530.00	90,222.00	108,752.00	11,092.82	33,916.47	45,009.29	22,824.00	128,284.00	151,108.00
Non-certificated Support Salaries	2200	416,028.00	11,159.00	427,187.00	105,214.58	17,312.70	122,527.28	359,032.00	57,273.00	416,305.00
Non-certificated Supervisors' and Administrators' Sal.	2300	301,950.00	-	301,950.00	4,988.27	-	4,988.27	175,613.00	-	175,613.00
Clerical and Office Salaries	2400	140,327.00	-	140,327.00	109,900.70	-	109,900.70	271,429.00	-	271,429.00
Other Non-certificated Salaries	2900	-	45,944.00	45,944.00	5,500.00	-	5,500.00	12,000.00	-	12,000.00
Total, Non-certificated Salaries		876,835.00	147,325.00	1,024,160.00	236,696.37	51,229.17	287,925.54	840,898.00	185,557.00	1,026,455.00
3. Employee Benefits										
STRS	3101-3102	489,611.00	211,750.00	701,361.00	165,255.66	32,210.45	197,466.11	518,189.00	131,639.00	649,828.00
PERS	3201-3202	183,671.00	36,768.00	220,439.00	87,974.10	13,494.01	101,468.11	270,936.00	52,686.00	323,622.00

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Detail**

Charter School Name: Oakland Military Institute,
 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
 County: Alameda
 Charter #: 0349
 Fiscal Year: 2023/24

This charter school uses the following basis of accounting:

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

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
OASDI / Medicare / Alternative	3301-3302	129,565.00	76,704.00	206,269.00	44,518.03	8,554.39	53,072.42	121,062.00	30,679.00	151,741.00
Health and Welfare Benefits	3401-3402	446,832.00	151,782.00	598,614.00	165,380.61	41,384.86	206,765.47	484,681.00	124,491.00	609,172.00
Unemployment Insurance	3501-3502	16,267.00	8,034.00	24,301.00	8,463.16	1,658.56	10,121.72	25,276.00	12,627.00	37,903.00
Workers' Compensation Insurance	3601-3602	47,677.00	186.00	47,863.00	15,053.47	2,890.23	17,943.70	44,334.00	10,269.00	54,603.00
OPEB, Allocated	3701-3702	-	-	-	-	-	-	-	-	-
OPEB, Active Employees	3751-3752	-	-	-	-	-	-	-	-	-
Other Employee Benefits	3901-3902	-	-	-	-	-	-	-	-	-
Total, Employee Benefits		1,313,623.00	485,224.00	1,798,847.00	486,645.03	100,192.50	586,837.53	1,464,478.00	362,391.00	1,826,869.00
4. Books and Supplies										
Approved Textbooks and Core Curricula Materials	4100	43,600.00	29,073.00	72,673.00	9,504.16	57,142.53	66,646.69	15,500.00	62,227.00	77,727.00
Books and Other Reference Materials	4200	-	24,000.00	24,000.00	-	5,850.36	5,850.36	-	7,000.00	7,000.00
Materials and Supplies	4300	380,635.00	215,200.00	595,835.00	59,745.33	26,267.85	86,013.18	232,170.00	192,904.00	425,074.00
Noncapitalized Equipment	4400	-	-	-	-	-	-	-	-	-
Food	4700	9,880.00	337,154.00	347,034.00	-	36,821.01	36,821.01	-	375,034.00	375,034.00
Total, Books and Supplies		434,115.00	605,427.00	1,039,542.00	69,249.49	126,081.75	195,331.24	247,670.00	637,165.00	884,835.00
5. Services and Other Operating Expenditures										
Subagreements for Services	5100	40,000.00	126,000.00	166,000.00	930.00	3,061.35	3,991.35	15,000.00	126,000.00	141,000.00
Travel and Conferences	5200	4,400.00	-	4,400.00	1,330.76	2,692.49	4,023.25	19,804.00	2,947.00	22,751.00
Dues and Memberships	5300	27,050.00	1,200.00	28,250.00	11,543.80	-	11,543.80	22,300.00	-	22,300.00
Insurance	5400	107,827.00	-	107,827.00	107,482.09	-	107,482.09	107,926.00	-	107,926.00
Operations and Housekeeping Services	5500	376,135.00	-	376,135.00	132,646.01	-	132,646.01	366,005.00	-	366,005.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	201,869.00	166,441.00	368,310.00	77,174.88	55,223.69	132,398.57	353,809.00	163,500.00	517,309.00
Transfers of Direct Costs	5700-5799	-	-	-	-	-	-	(497,347.00)	497,347.00	-
Professional/Consulting Services and Operating Expend.	5800	615,675.00	605,134.00	1,220,809.00	444,434.67	229,335.99	673,770.66	666,486.00	858,631.00	1,525,117.00
Communications	5900	69,268.00	600.00	69,868.00	31,370.17	2,228.17	33,598.34	97,700.00	2,300.00	100,000.00
Total, Services and Other Operating Expenditures		1,442,224.00	899,375.00	2,341,599.00	806,912.38	292,541.69	1,099,454.07	1,151,683.00	1,650,725.00	2,802,408.00

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Detail**

Charter School Name: Oakland Military Institute,
 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
 County: Alameda
 Charter #: 0349
 Fiscal Year: 2023/24

This charter school uses the following basis of accounting:

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 Modified Accrual Basis (Applicable Capital Outlay / Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439 and 9711-9789)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
6. Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual basis only)										
Land and Land Improvements	6100-6170		-	-			-			-
Buildings and Improvements of Buildings	6200	130,000.00	128,617.00	258,617.00			-			-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-			-			-
Equipment	6400			-			-			-
Equipment Replacement	6500	514,050.00		514,050.00			-			-
Depreciation Expense (for accrual basis only)	6900			-	(49,500.00)	49,500.00	-	376,540.00	67,526.00	444,066.00
Amortization Expense-Lease Assets	6910			-			-			-
Total, Capital Outlay		644,050.00	128,617.00	772,667.00	(49,500.00)	49,500.00	-	376,540.00	67,526.00	444,066.00
7. Other Outgo										
Tuition to Other Schools	7110-7143	-		-			-			-
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-		-			-			-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	319,305.00	(319,305.00)	-			-			-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-		-			-			-
All Other Transfers	7281-7299	-		-			-			-
Transfers of Indirect Costs	7300-7399	(45,987.00)	45,987.00	-	(3,050.72)	3,050.72	-	(61,810.00)	61,810.00	-
Debt Service:										
Interest	7438				12,106.93		12,106.93	24,214.00		24,214.00
Principal (for modified accrual basis only)	7439			-			-	55,433.00		55,433.00
Total, Other Outgo		273,318.00	(273,318.00)	-	9,056.21	3,050.72	12,106.93	17,837.00	61,810.00	79,647.00
8. TOTAL EXPENDITURES		7,350,856.00	3,090,072.00	10,440,928.00	2,609,827.72	829,409.41	3,439,237.13	7,230,400.00	3,763,398.00	10,993,798.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		(46,723.00)	-	(46,723.00)	(1,207,913.78)	1,294,372.14	86,458.36	214,306.00	(615,003.00)	(400,697.00)
D. OTHER FINANCING SOURCES / USES										
1. Other Sources	8930-8979	-	-	-	-	-	-			-
2. Less: Other Uses	7630-7699	-	-	-	-	-	-			-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	-	-	(615,003.00)	615,003.00	-
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	-	-	(615,003.00)	615,003.00	-
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(46,723.00)	-	(46,723.00)	(1,207,913.78)	1,294,372.14	86,458.36	(400,697.00)	-	(400,697.00)
F. FUND BALANCE, RESERVES										
1. Beginning Fund Balance										
a. As of July 1	9791	12,515,638.00	-	12,515,638.00	12,092,976.40		12,092,976.40	12,092,976.40		12,092,976.40
b. Adjustments to Beginning Balance	9793, 9795	-	-	-			-			-
c. Adjusted Beginning Balance		12,515,638.00	-	12,515,638.00	12,092,976.40	-	12,092,976.40	12,092,976.40	-	12,092,976.40
2. Ending Fund Balance, June 30 (E + F.1.c.)		12,468,915.00	-	12,468,915.00	10,885,062.62	1,294,372.14	12,179,434.76	11,692,279.40	-	11,692,279.40

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Detail**

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 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
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 Fiscal Year: 2023/24

This charter school uses the following basis of accounting:

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

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
Components of Ending Fund Balance :										
a. Nonspendable										
Revolving Cash (equals object 9130)	9711	-	-	-	-	-	-	-	-	-
Stores (equals object 9320)	9712	-	-	-	-	-	-	-	-	-
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	-	-	-	-	-
All Others	9719	-	-	-	-	-	-	-	-	-
b. Restricted	9740									
c. Committed										
Stabilization Arrangements	9750	-	-	-	-	-	-	-	-	-
Other Commitments	9760	-	-	-	-	-	-	-	-	-
d. Assigned										
Other Assignments	9780	9,905,253.00	-	9,905,253.00	8,483,123.04	-	8,483,123.04	8,908,684.00	-	8,908,684.00
e. Unassigned/Unappropriated										
Reserve for Economic Uncertainties	9789	1,075,497.45	-	1,075,497.45	1,075,497.41	-	1,075,497.41	1,099,380.00	-	1,099,380.00
Unassigned/Unappropriated Amount	9790	1,488,164.55	-	1,488,164.55	1,326,442.17	1,294,372.14	2,620,814.31	1,684,215.40	-	1,684,215.40

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Summary**

Charter School Name: Oakland Military Institute,
 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
 County: Alameda
 Charter #: 0349
 Fiscal Year: 2023/24

Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	1st Interim vs. Adopted Budget Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
A. REVENUES						
1. LCFF/Revenue Limit Sources						
State Aid - Current Year	8011	4,022,288.00	668,278.00	4,163,626.00	141,338.00	3.51%
Education Protection Account State Aid - Current Year	8012	1,691,489.00	359,940.00	1,658,254.00	(33,235.00)	-1.96%
State Aid - Prior Years	8019	-	-	-	-	
Transfers to Charter Schools Funding in Lieu of Property Taxes	8096	1,456,206.00	366,880.00	1,411,078.00	(45,128.00)	-3.10%
Other LCFF Transfers	8091, 8097	-	-	-	-	
Total, LCFF Sources		7,169,983.00	1,395,098.00	7,232,958.00	62,975.00	0.88%
2. Federal Revenues						
No Child Left Behind/Every Student Succeeds Act	8290	96,419.00	4,783.62	213,988.00	117,569.00	121.94%
Special Education - Federal	8181, 8182	62,100.00	-	59,280.00	(2,820.00)	-4.54%
Child Nutrition - Federal	8220	325,000.00	-	340,000.00	15,000.00	4.62%
Donated Food Commodities	8221	-	-	-	-	
Other Federal Revenues	8110, 8260-8299	409,412.00	203,836.31	358,475.00	(50,937.00)	-12.44%
Total, Federal Revenues		892,931.00	208,619.93	971,743.00	78,812.00	8.83%
3. Other State Revenues						
Special Education - State	StateRevSE	389,983.00	153,146.00	410,018.00	20,035.00	5.14%
All Other State Revenues	StateRevAO	1,891,308.00	1,705,199.68	1,822,576.00	(68,732.00)	-3.63%
Total, Other State Revenues		2,281,291.00	1,858,345.68	2,232,594.00	(48,697.00)	-2.13%
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	50,000.00	63,631.88	155,806.00	105,806.00	211.61%
Total, Local Revenues		50,000.00	63,631.88	155,806.00	105,806.00	211.61%
5. TOTAL REVENUES						
		10,394,205.00	3,525,695.49	10,593,101.00	198,896.00	1.91%
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,738,116.00	986,150.32	3,050,378.00	312,262.00	11.40%
Certificated Pupil Support Salaries	1200	290,767.00	83,510.42	314,884.00	24,117.00	8.29%
Certificated Supervisors' and Administrators' Salaries	1300	383,750.00	187,921.08	564,256.00	180,506.00	47.04%
Other Certificated Salaries	1900	51,480.00	-	-	(51,480.00)	(100%)
Total, Certificated Salaries		3,464,113.00	1,257,581.82	3,929,518.00	465,405.00	13.44%
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	108,752.00	45,009.29	151,108.00	42,356.00	38.95%
Non-certificated Support Salaries	2200	427,187.00	122,527.28	416,305.00	(10,882.00)	-2.55%
Non-certificated Supervisors' and Administrators' Sal.	2300	301,950.00	4,988.27	175,613.00	(126,337.00)	-41.84%
Clerical and Office Salaries	2400	140,327.00	109,900.70	271,429.00	131,102.00	93.43%
Other Non-certificated Salaries	2900	45,944.00	5,500.00	12,000.00	(33,944.00)	-73.88%
Total, Non-certificated Salaries		1,024,160.00	287,925.54	1,026,455.00	2,295.00	0.22%
3. Employee Benefits						
STRS	3101-3102	701,361.00	197,466.11	649,828.00	(51,533.00)	-7.35%
PERS	3201-3202	220,439.00	101,468.11	323,622.00	103,183.00	46.81%
OASDI / Medicare / Alternative	3301-3302	206,269.00	53,072.42	151,741.00	(54,528.00)	-26.44%
Health and Welfare Benefits	3401-3402	598,614.00	206,765.47	609,172.00	10,558.00	1.76%
Unemployment Insurance	3501-3502	24,301.00	10,121.72	37,903.00	13,602.00	55.97%
Workers' Compensation Insurance	3601-3602	47,863.00	17,943.70	54,603.00	6,740.00	14.08%
OPEB, Allocated	3701-3702	-	-	-	-	
OPEB, Active Employees	3751-3752	-	-	-	-	
Other Employee Benefits	3901-3902	-	-	-	-	
Total, Employee Benefits		1,798,847.00	586,837.53	1,826,869.00	28,022.00	1.56%

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Summary**

Charter School Name: Oakland Military Institute,
 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
 County: Alameda
 Charter #: 0349
 Fiscal Year: 2023/24

Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	1st Interim vs. Adopted Budget Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	72,673.00	66,646.69	77,727.00	5,054.00	6.95%
Books and Other Reference Materials	4200	24,000.00	5,850.36	7,000.00	(17,000.00)	-70.83%
Materials and Supplies	4300	595,835.00	86,013.18	425,074.00	(170,761.00)	-28.66%
Noncapitalized Equipment	4400	-	-	-	-	
Food	4700	347,034.00	36,821.01	375,034.00	28,000.00	8.07%
Total, Books and Supplies		1,039,542.00	195,331.24	884,835.00	(154,707.00)	-14.88%
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	166,000.00	3,991.35	141,000.00	(25,000.00)	-15.06%
Travel and Conferences	5200	4,400.00	4,023.25	22,751.00	18,351.00	417.07%
Dues and Memberships	5300	28,250.00	11,543.80	22,300.00	(5,950.00)	-21.06%
Insurance	5400	107,827.00	107,482.09	107,926.00	99.00	0.09%
Operations and Housekeeping Services	5500	376,135.00	132,646.01	366,005.00	(10,130.00)	-2.69%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	368,310.00	132,398.57	517,309.00	148,999.00	40.45%
Transfers of Direct Costs	5700-5799	-	-	-	-	
Professional/Consulting Services and Operating Expend.	5800	1,220,809.00	673,770.66	1,525,117.00	304,308.00	24.93%
Communications	5900	69,868.00	33,598.34	100,000.00	30,132.00	43.13%
Total, Services and Other Operating Expenditures		2,341,599.00	1,099,454.07	2,802,408.00	460,809.00	19.68%
6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)						
Land and Land Improvements	6100-6170	-	-	-	-	
Buildings and Improvements of Buildings	6200	258,617.00	-	-	(258,617.00)	(100%)
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	
Equipment	6400	-	-	-	-	
Equipment Replacement	6500	514,050.00	-	-	(514,050.00)	(100%)
Depreciation Expense (for accrual basis only)	6900	-	-	444,066.00	444,066.00	New
Amortization Expense-Lease Assets	6910	-	-	-	-	
Total, Capital Outlay		772,667.00	-	444,066.00	(328,601.00)	-42.53%
7. Other Outgo						
Tuition to Other Schools	7110-7143	-	-	-	-	
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	
All Other Transfers	7281-7299	-	-	-	-	
Transfers of Indirect Costs	7300-7399	-	-	-	-	
Debt Service:						
Interest	7438	-	12,106.93	24,214.00	24,214.00	New
Principal (for modified accrual basis only)	7439	-	-	55,433.00	55,433.00	New
Total, Other Outgo		-	12,106.93	79,647.00	79,647.00	New
8. TOTAL EXPENDITURES		10,440,928.00	3,439,237.13	10,993,798.00	552,870.00	5.30%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)						
		(46,723.00)	86,458.36	(400,697.00)	(353,974.00)	757.60%

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Summary**

Charter School Name: Oakland Military Institute,
 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
 County: Alameda
 Charter #: 0349
 Fiscal Year: 2023/24

Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	1st Interim vs. Adopted Budget Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	-	-	-	-	
2. Less: Other Uses	7630-7699	-	-	-	-	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(46,723.00)	86,458.36	(400,697.00)	(353,974.00)	757.60%
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	12,515,638.00	12,092,976.40	12,092,976.40	(422,661.60)	-3.38%
b. Adjustments/Restatements	9793, 9795	-	-	-	-	
c. Adjusted Beginning Fund Balance		12,515,638.00	12,092,976.40	12,092,976.40		
2. Ending Fund Balance, June 30 (E + F.1.c.)		12,468,915.00	12,179,434.76	11,692,279.40		
Components of Ending Fund Balance :						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	
Stores (equals object 9320)	9712	-	-	-	-	
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	
All Others	9719	-	-	-	-	
b. Restricted	9740	-	-	-	-	
c. Committed						
Stabilization Arrangements	9750	-	-	-	-	
Other Commitments	9760	-	-	-	-	
d. Assigned						
Other Assignments	9780	9,905,253.00	8,483,123.04	8,908,684.00	(996,569.00)	-10.06%
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	1,075,497.45	1,075,497.41	1,099,380.00	23,882.55	2.22%
Unassigned/Unappropriated Amount	9790	1,488,164.55	2,620,814.31	1,684,215.40	196,050.85	13.17%

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: Oakland Military Institute,
(continued) College Preparatory Academy
CDS #: 01-61259-0130617
Charter Approving Entity: Oakland Unified
County: Alameda
Charter #: 0349
Fiscal Year: 2023/24

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
- Modified Accrual Basis** (Applicable Capital Outlay / Debt Service /Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439 and 9711-9789)

Description	Object Code	FY 2023/24			Totals for 2024/25	Totals for 2025/26
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	4,163,626.00	0.00	4,163,626.00	4,545,801.00	5,297,864.00
Education Protection Account State Aid - Current Year	8012	1,658,254.00	0.00	1,658,254.00	1,766,266.00	2,000,410.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00	0.00
Transfers of Charter Schools in Lieu of Property Taxes	8096	1,411,078.00	0.00	1,411,078.00	1,411,078.00	1,411,078.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, LCFF Sources		7,232,958.00	0.00	7,232,958.00	7,723,145.00	8,709,352.00
2. Federal Revenues						
Every Student Succeeds Act (Title I - V)	8290	0.00	213,988.00	213,988.00	209,204.00	209,204.00
Special Education - Federal	8181, 8182	0.00	59,280.00	59,280.00	67,600.00	71,500.00
Child Nutrition - Federal	8220	0.00	340,000.00	340,000.00	350,000.00	360,000.00
Donated Food Commodities	8221	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	358,475.00	358,475.00	0.00	0.00
Total, Federal Revenues		0.00	971,743.00	971,743.00	626,804.00	640,704.00
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	410,018.00	410,018.00	443,553.00	502,505.00
All Other State Revenues	StateRevAO	105,942.00	1,716,634.00	1,822,576.00	1,665,184.00	1,161,610.00
Total, Other State Revenues		105,942.00	2,126,652.00	2,232,594.00	2,108,737.00	1,664,115.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	105,806.00	50,000.00	155,806.00	5,500.00	5,500.00
Total, Local Revenues		105,806.00	50,000.00	155,806.00	5,500.00	5,500.00
5. TOTAL REVENUES						
		7,444,706.00	3,148,395.00	10,593,101.00	10,464,186.00	11,019,671.00
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,580,707.00	469,671.00	3,050,378.00	3,162,184.00	3,234,752.00
Certificated Pupil Support Salaries	1200	91,923.00	222,961.00	314,884.00	280,933.00	287,956.00
Certificated Supervisors' and Administrators' Salaries	1300	458,664.00	105,592.00	564,256.00	539,960.00	553,209.00
Other Certificated Salaries	1900	0.00	0.00	0.00		
Total, Certificated Salaries		3,131,294.00	798,224.00	3,929,518.00	3,983,077.00	4,075,917.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	22,824.00	128,284.00	151,108.00	148,683.00	152,400.00
Non-certificated Support Salaries	2200	359,032.00	57,273.00	416,305.00	430,401.00	440,286.00
Non-certificated Supervisors' and Administrators' Sal.	2300	175,613.00	0.00	175,613.00	184,410.00	188,720.00
Clerical and Office Salaries	2400	271,429.00	0.00	271,429.00	276,715.00	283,383.00
Other Non-certificated Salaries	2900	12,000.00	0.00	12,000.00	12,000.00	12,000.00
Total, Non-certificated Salaries		840,898.00	185,557.00	1,026,455.00	1,052,209.00	1,076,789.00

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: Oakland Military Institute,
 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
 County: Alameda
 Charter #: 0349
 Fiscal Year: 2023/24

Description	Object Code	FY 2023/24			Totals for 2024/25	Totals for 2025/26
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	518,189.00	131,639.00	649,828.00	717,345.00	735,279.00
PERS	3201-3202	270,936.00	52,686.00	323,622.00	320,255.00	330,183.00
OASDI / Medicare / Alternative	3301-3302	121,062.00	30,679.00	151,741.00	143,162.00	146,741.00
Health and Welfare Benefits	3401-3402	484,681.00	124,491.00	609,172.00	661,518.00	694,594.00
Unemployment Insurance	3501-3502	25,276.00	12,627.00	37,903.00	29,500.00	29,500.00
Workers' Compensation Insurance	3601-3602	44,334.00	10,269.00	54,603.00	54,091.00	55,443.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00	0.00	0.00
Total, Employee Benefits		1,464,478.00	362,391.00	1,826,869.00	1,925,871.00	1,991,740.00
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	15,500.00	62,227.00	77,727.00	76,520.00	76,520.00
Books and Other Reference Materials	4200	0.00	7,000.00	7,000.00	8,000.00	8,000.00
Materials and Supplies	4300	232,170.00	192,904.00	425,074.00	606,900.00	606,900.00
Noncapitalized Equipment	4400	0.00	0.00	0.00	0.00	0.00
Food	4700	0.00	375,034.00	375,034.00	397,786.00	417,475.00
Total, Books and Supplies		247,670.00	637,165.00	884,835.00	1,089,206.00	1,108,895.00
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	15,000.00	126,000.00	141,000.00	126,000.00	126,000.00
Travel and Conferences	5200	19,804.00	2,947.00	22,751.00	28,000.00	28,000.00
Dues and Memberships	5300	22,300.00	0.00	22,300.00	25,320.00	25,320.00
Insurance	5400	107,926.00	0.00	107,926.00	110,799.00	114,873.00
Operations and Housekeeping Services	5500	366,005.00	0.00	366,005.00	331,602.00	335,789.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	353,809.00	163,500.00	517,309.00	394,800.00	396,800.00
Transfers of Direct Costs	5700-5799	(497,347.00)	497,347.00	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	666,486.00	858,631.00	1,525,117.00	1,022,524.00	1,015,487.00
Communications	5900	97,700.00	2,300.00	100,000.00	43,400.00	43,400.00
Total, Services and Other Operating Expenditures		1,151,683.00	1,650,725.00	2,802,408.00	2,082,445.00	2,085,669.00
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)						
Land and Land Improvements	6100-6170	0.00	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00
Depreciation Expense (for accrual basis only)	6900	376,540.00	67,526.00	444,066.00	457,169.00	474,721.00
Amortization Expense-Lease Assets	6910	0.00	0.00	0.00	0.00	0.00
Total, Capital Outlay		376,540.00	67,526.00	444,066.00	457,169.00	474,721.00
7. Other Outgo						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7280-7299	0.00	0.00	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	(61,810.00)	61,810.00	0.00	0.00	0.00
Debt Service:						
Interest	7438	24,214.00	0.00	24,214.00	23,084.00	21,930.00
Principal (for modified accrual basis only)	7439	55,433.00	0.00	55,433.00	56,542.00	57,673.00
Total, Other Outgo		17,837.00	61,810.00	79,647.00	79,626.00	79,603.00
8. TOTAL EXPENDITURES		7,230,400.00	3,763,398.00	10,993,798.00	10,669,603.00	10,893,334.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		214,306.00	(615,003.00)	(400,697.00)	(205,417.00)	126,337.00

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: Oakland Military Institute,
 (continued) College Preparatory Academy
 CDS #: 01-61259-0130617
 Charter Approving Entity: Oakland Unified
 County: Alameda
 Charter #: 0349
 Fiscal Year: 2023/24

Description	Object Code	FY 2023/24			Totals for 2024/25	Totals for 2025/26
		Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	(615,003.00)	615,003.00	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(615,003.00)	615,003.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		(400,697.00)	0.00	(400,697.00)	(205,417.00)	126,337.00
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	12,092,976.40	0.00	12,092,976.40	11,692,279.40	11,486,862.40
b. Adjustments/Restatements	9793, 9795	0.00	0.00	0.00	0.00	0.00
c. Adjusted Beginning Balance		12,092,976.40	0.00	12,092,976.40	11,692,279.40	11,486,862.40
2. Ending Fund Balance, June 30 (E + F.1.c.)		11,692,279.40	0.00	11,692,279.40	11,486,862.40	11,613,199.40
Components of Ending Fund Balance:						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	0.00	0.00	0.00	0.00	0.00
Stores (equals object 9320)	9712	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures (equals object 9330)	9713	0.00	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00	0.00
b. Restricted	9740		0.00	0.00	0.00	0.00
c. Committed						
Stabilization Arrangements	9750	0.00	0.00	0.00	0.00	0.00
Other Commitments	9760	0.00	0.00	0.00	0.00	0.00
d. Assigned						
Other Assignments	9780	8,908,684.00	0.00	8,908,684.00	9,232,580.00	9,482,028.00
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	1,099,380.00	0.00	1,099,380.00	1,066,960.00	1,089,333.00
Unassigned/Unappropriated Amount	9790	1,684,215.40	0.00	1,684,215.40	1,187,322.40	1,041,838.40

Oakland Military Institute, College Preparatory Academy (130617) - First Interim		11/30/2023		
	2023-24	2024-25	2025-26	
SUMMARY OF FUNDING				
General Assumptions				
COLA & Augmentation	8.22%	1.00%	3.29%	
Base Grant Proration Factor	0.00%	0.00%	0.00%	
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	
LCFF Entitlement				
Base Grant	\$5,439,672	\$5,804,585	\$6,560,523	
Grade Span Adjustment	84,727	92,588	102,205	
Supplemental Grant	884,457	946,261	1,052,711	
Concentration Grant	824,102	879,711	993,913	
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	-	-	-	
Total LCFF Entitlement Before Adjustments, ERT & Additional State Aid	\$7,232,958	\$7,723,145	\$8,709,352	
Miscellaneous Adjustments	-	-	-	
Economic Recovery Target	-	-	-	
Additional State Aid	-	-	-	
Total LCFF Entitlement	7,232,958	7,723,145	8,709,352	
LCFF Entitlement Per ADA	\$ 14,956	\$ 15,143	\$ 15,574	
Components of LCFF By Object Code				
State Aid (Object Code 8011)	\$ 4,163,626	\$ 4,545,801	\$ 5,297,864	
EPA (for LCFF Calculation - Resource 1400 / Object Code 8012)	\$ 1,658,254	\$ 1,766,266	\$ 2,000,410	
<i>Local Revenue Sources:</i>				
Property Taxes (Object 8021 to 8089)	\$ -	\$ -	\$ -	
In-Lieu of Property Taxes (Object Code 8096)	1,411,078	1,411,078	1,411,078	
<i>Property Taxes net of In-Lieu</i>	\$ -	\$ -	\$ -	
TOTAL FUNDING	7,232,958	7,723,145	8,709,352	
Basic Aid Status	\$ -	\$ -	\$ -	
Excess Taxes	\$ (1,658,254)	\$ (1,766,266)	\$ (2,000,410)	
EPA in Excess to LCFF Funding	\$ 1,658,254	\$ 1,766,266	\$ 2,000,410	
Total LCFF Entitlement	7,232,958	7,723,145	8,709,352	

Oakland Military Institute, College Preparatory Academy (130617) - First Interim		11/30/2023		
	2023-24	2024-25	2025-26	
SUMMARY OF EPA				
% of Adjusted Revenue Limit - Annual	44.55990366%	44.55990366%	44.55990366%	
% of Adjusted Revenue Limit - P-2	44.55990366%	44.55990366%	44.55990366%	
EPA (for LCFF Calculation purposes)	\$ 1,658,254	\$ 1,766,266	\$ 2,000,410	
EPA, Current Year (Object Code 8012)	\$ 1,658,254	\$ 1,766,266	\$ 2,000,410	
(P-2 plus Current Year Accrual)				
EPA, Prior Year Adjustment (Object Code 8019)	\$ -	\$ -	\$ -	
(P-A less Prior Year Accrual)				
Accrual (from Data Entry tab)	-	-	-	
LCAP PERCENTAGE TO INCREASE OR IMPROVE SERVICES				
Base Grant (<i>Excludes add-ons for TIIG and Transportation</i>)	\$ 5,524,399	\$ 5,897,173	\$ 6,662,728	
Supplemental and Concentration Grant funding in the LCAP year	\$ 1,708,559	\$ 1,825,972	\$ 2,046,624	
Percentage to Increase or Improve Services	30.93%	30.96%	30.72%	
SUMMARY OF STUDENT POPULATION				
Unduplicated Pupil Population				
Enrollment	520	550	600	
COE Enrollment	-	-	-	
Total Enrollment	520	550	600	
Unduplicated Pupil Count	411	435	474	
COE Unduplicated Pupil Count	-	-	-	
Total Unduplicated Pupil Count	411	435	474	
Rolling %, Supplemental Grant	80.0500%	80.2300%	79.0000%	
Rolling %, Concentration Grant	77.9500%	77.9500%	77.9500%	
SUMMARY OF LCFF ADA				
TOTAL FUNDED ADA				
Grades TK-3	-	-	-	
Grades 4-6	71.61	77.00	84.70	
Grades 7-8	140.43	140.00	161.00	
Grades 9-12	271.56	293.00	313.51	
Total Funded ADA	483.60	510.00	559.21	
<i>Funded Difference (Funded ADA less Actual ADA)</i>	-	-	-	

Oakland Military Institute College Preparatory Academy Meeting of the Governing Board First Interim Report December 14, 2023

Presented by Jacque Eischens
schoolAbility CFO Consultant
jeischens@omiacademy.org

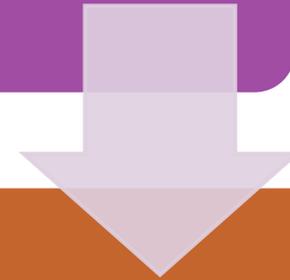


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TODAY'S TOPICS

First Interim Report



**Updated Multiyear
Projections**

First Interim Budget

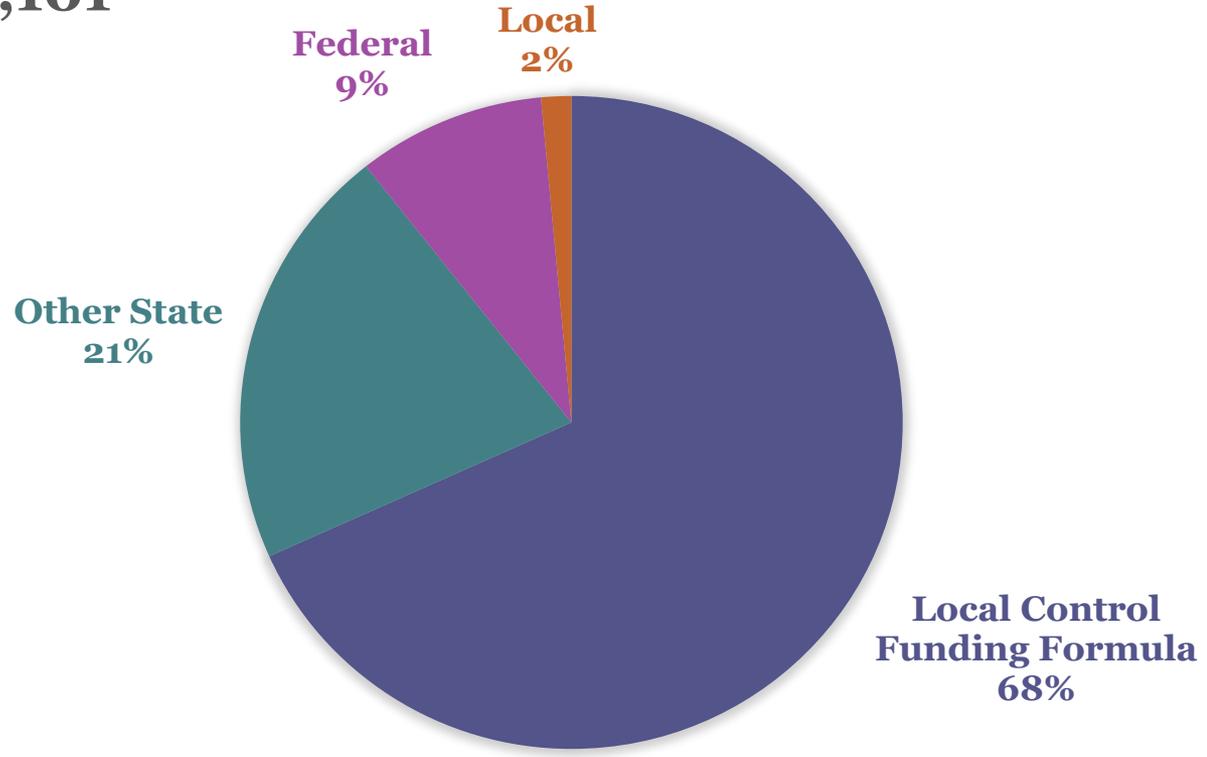
Prepared 11/30/2023

First Interim Budget

	First Interim
Enrollment	520
Average Daily Attendance	483
Staffing Full-Time Equivalent (FTE)	60.7
Revenue	10,593,101
Expenditure	10,993,798
<i>Excess (Deficiency) of revenues over expenses</i>	<i>(400,697)</i>
Reserves	2,783,595
<i>Reserves as % of Expenditures</i>	<i>25.32%</i>

First Interim Revenue

\$10,593,101



First Interim Revenue Changes

	2023-24 Original	2023-24 First Interim	Change	% Change
LCFF Revenue Sources	7,169,983	7,232,958	62,975	0.88%
Federal Revenue Sources	892,931	971,743	78,812	8.83%
Other State Revenue Sources	2,281,291	2,232,594	(48,697)	-2.13%
Other Local Revenue Sources	50,000	155,806	105,806	211.61%
Total Estimated Revenue	10,394,205	10,593,101	198,896	1.91%

First Interim Revenue Changes

New Funding

- Measure G1 Parcel Tax
- Title III – English Learner Program

Increased Federal Funding

- Title I – Improving Academic Achievement
- Title II – Supporting Effective Instruction
- Title IV – Student Support & Academic Achievement

Increased Local Funding

- Prior year property tax reimbursement
- BARR program partial reimbursement

Decreased Funding

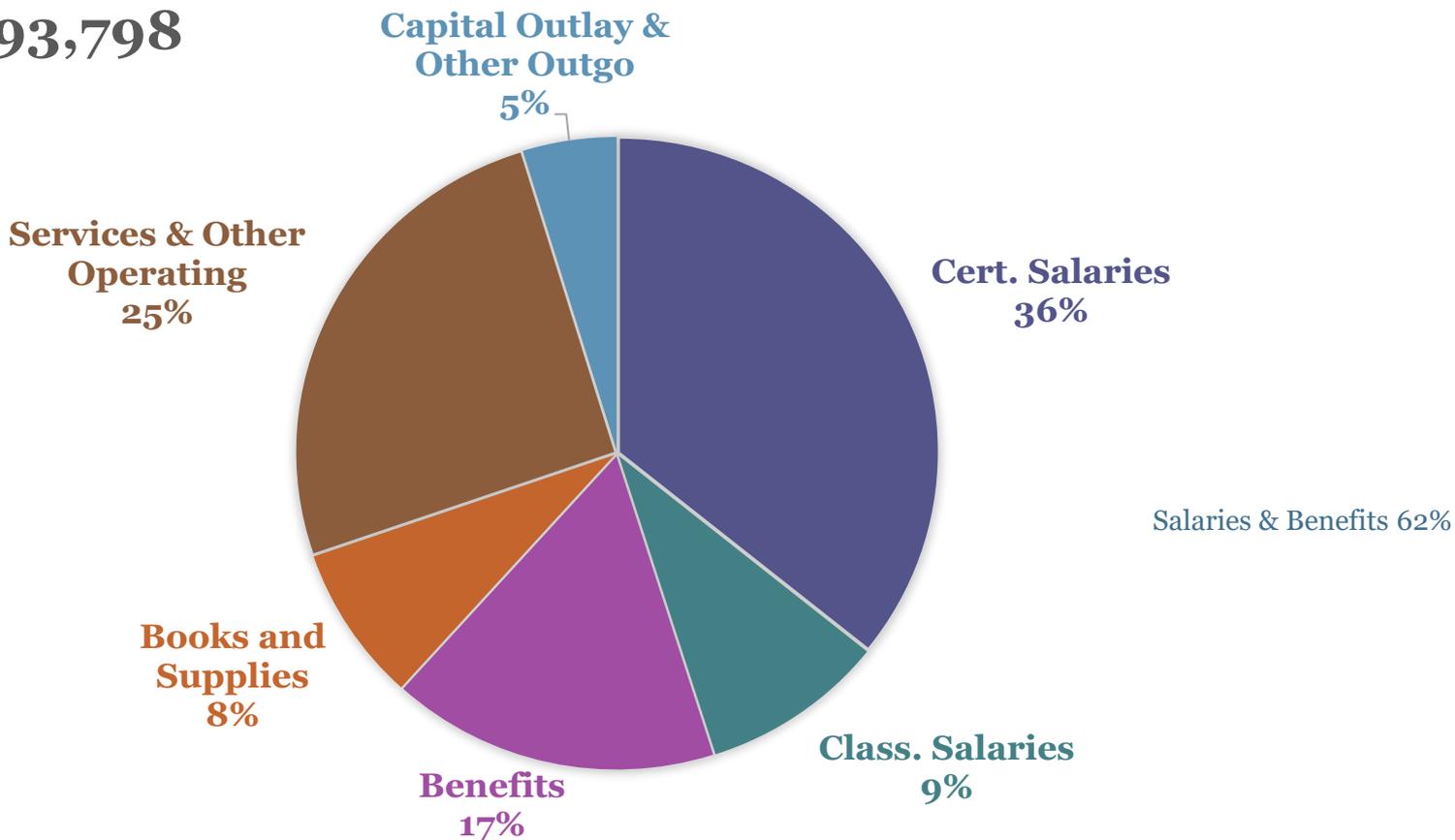
- One-time funding
- Prop 39 CA Clean Energy overpayment

LCFF Funding per ADA

Grade	Base Grant	Grade Span	Supplemental & Concentration	Total
6	\$10,069	\$0	\$3,387	\$13,183
7-8	\$10,367	\$0	\$3,206	\$13,573
9-12	\$12,015	\$312	\$3,812	\$16,140

First Interim Expenditures

\$ 10,993,798



First Interim Expenditure Changes

	2023-24 Original	2023-24 First Interim	Change	% Change
Certificated Salaries	3,412,633	3,929,518	516,885	15.15%
Non-Certificated Salaries	1,024,160	1,026,455	2,295	0.22%
Employee Benefits	1,798,847	1,826,869	28,022	1.56%
Total Compensation	6,235,640	6,782,842	547,202	8.78%
Employee Benefits as % of Salaries	40.54%	36.86%		

	2023-24 Original	2023-24 First Interim	Change	% Change
Books and Supplies	1,039,542	884,835	(154,707)	-14.88%
Services & Other Operating Expenses	2,341,599	2,802,408	460,809	19.68%
Capital Outlay & Other Outgo	772,667	523,713	(248,954)	-32.22%
Total Other Expenses	4,153,808	4,210,956	57,148	1.38%
TOTAL EXPENDITURES	10,440,928	10,993,798	552,870	5.30%

SALARIES and BENEFITS

Total Cost per \$10,000 in Salaries

	SALARY	STRS	PERS	State & Federal	TOTAL COST
Certificated Salary	10,000	1,901	0	877	12,778
Classified Salary	10,000	0	2,567	1,497	14,064

Health and Welfare Benefits

	FY Total	Highest for one employee	Average
OMI Paid	625,356	28,900	1,026
Employee Paid	49,255	3,059	11,167

First Interim Multiyear Projection

	2023-24	2024-25	2025-26
Enrollment	520	550	600
Average Daily Attendance	484	512	558
Staffing Full-Time Equivalent (FTE)	60.07	58.07	58.07
COLA	8.22%	1.00%	3.29%
Revenue	10,593,101	10,464,186	11,019,671
Expense	10,993,798	10,669,603	10,893,335
<i>Excess (Deficiency) of revenues over expenses</i>	<i>(400,697)</i>	<i>(205,417)</i>	<i>126,336</i>
Reserves	2,783,596	2,254,283	2,131,171
<i>Reserves as % of Expenses</i>	<i>25.32%</i>	<i>21.13%</i>	<i>19.56%</i>

Multiyear Projection

Updated 12/08/2023

Updated Multiyear Projection

	2023-24	2024-25	2025-26	2026-27	2027-28
Enrollment	520	550	600	600	600
Average Daily Attendance	484	512	558	558	558
Staffing Full-Time Equivalent (FTE)	60.07	58.07	58.07	58.07	58.07
COLA	8.22%	1.00%	1.00%	1.00%	3.19%
Revenue	10,593,101	10,207,112	10,567,217	10,674,081	10,936,957
Expense	10,993,798	10,379,603	10,603,335	11,155,311	11,083,479
<i>Excess (Deficiency) of revenues over expenses</i>	<i>(400,697)</i>	<i>(172,491)</i>	<i>(36,118)</i>	<i>(481,230)</i>	<i>(146,522)</i>
Assets	8,908,684	9,232,580	9,482,028	9,736,455	9,969,604
Reserves	2,783,596	2,287,209	2,001,643	1,265,986	886,315
<i>Reserves as % of Expenses</i>	<i>25.32%</i>	<i>22.04%</i>	<i>18.88%</i>	<i>11.35%</i>	<i>8.00%</i>

Projections updated with 1% COLA in the next three fiscal years.

National Guard revenue and expenses have been removed from future years as the financial accountability will be handled through the National Guard's FISCAL financial system.

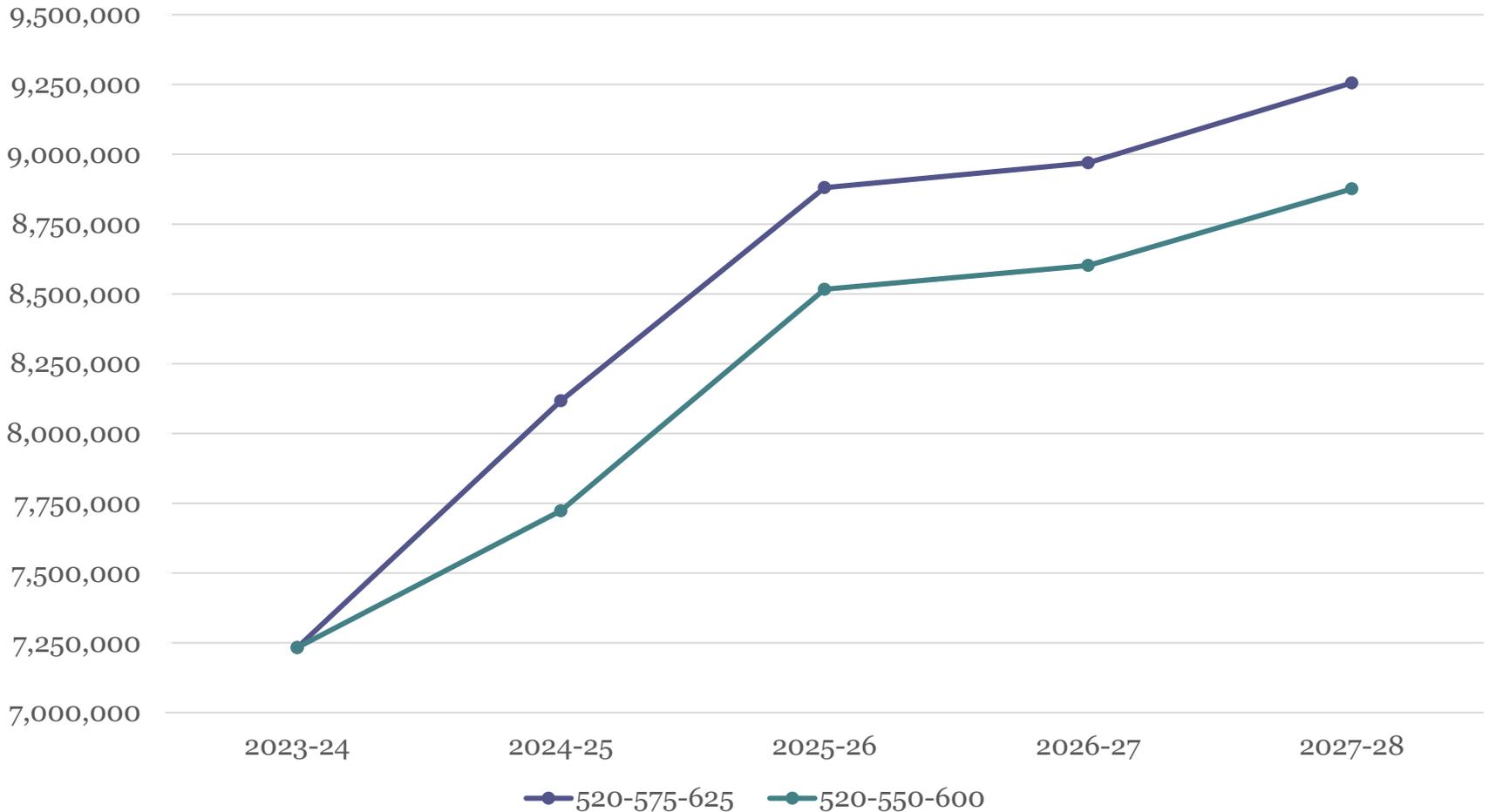
LCFF Funding per ADA

Grade Span	2023-24	2024-25	2025-26	2026-27	2027-28
4-6	\$13,183	\$13,319	\$13,427	\$13,562	\$13,995
7-8	\$13,573	\$13,713	\$13,825	\$13,963	\$14,409
9-12	\$16,139	\$16,306	\$16,438	\$16,602	\$17,132

MYP MAJOR BUDGET ASSUMPTIONS

Description	2024-25 Change	2025-26 Change	2026-27 Change	2027-28 Change
Step and Column increase	3.0%	2.5%	2.5%	2.0%
Staff reductions	3.0 FTE	0	0	0
Curriculum and licenses	(216,156)	0	343,427	(332,247)
Professional Development Consultants		(118,000)	0	0
Other Consultants	(45,400)	(7,500)	(10,000)	0
Capitalized improvements and equipment	(224,000)	(100,000)	0	100,000
Technology Refresh	(287,500)	180,000	(180,000)	0

LCFF Revenue Enrollment Comparison



Education is for improving the lives of others and for leaving your community and world better than you found it.

-Marian Wright Edelman-

Coversheet

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

Section: VIII. Action Items
Item: B. Consideration of Employee Cost of Living Allowance for 2023-2024 (COLA)
Purpose:
Submitted by: Mary Streshly

BACKGROUND:

Our contract CFO, Jacque Eischens, has presented the Board with the 1st Interim budget that include multi-year projections of ending fund balances based on Cost of Living Allowance [COLA] scenarios. Based on this information, the high cost of living in the Bay Area and the desire to ensure OMI remains competitive while it aims to recruit and retain high quality staff, it remains critical that the Board consider approving the highest possible COLA annually for our hardworking staff.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Governing Board approve a 5% raise for all staff for the 2023-2024 contract year to be applied retro-actively to the beginning of the 2023-2024 school year.

Coversheet

Superintendent's Contract

Section: VIII. Action Items
Item: C. Superintendent's Contract
Purpose:
Submitted by: Jerry Brown
Related Material: Dr. Streshly Contract Addendum 12042023.docx.pdf

BACKGROUND:

Any modification to the superintendent's contract must be approved as an action item in a regularly scheduled of the Board of Directors as stipulated by the Brown Act.

RECOMMENDATION:

It is the recommendation of the Chairman of the Board that the superintendent's contract addendum to approved as written.

**Oakland Military Institute College Preparatory Academy
SUPERINTENDENT EMPLOYMENT AGREEMENT**

ADDENDUM

December 14, 2023

This Addendum (“Addendum”) is made and entered into by the Governing Board of the **Oakland Military Institute College Preparatory Academy** (“OMI Board”) and Mary Streshly Ed.D. (“Superintendent”) in accordance with the Superintendent’s Employment Agreement, executed on January 17, 2023 (hereinafter “Employment Agreement”). Specifically, the terms of this Addendum to the Employment Agreement are as follows:

1. Term. The District and the Superintendent executed the Employment Agreement on January 17, 2023 for the period commencing on the first day of February 1, 2023, ending on June 30, 2026. This Addendum extends the term of the Employment Agreement to June 30, 2027.
2. Salary. In the event that the Board approves a 5% cost of living salary increase for the 2023-24 school year for OMI Classified and Certificated personnel, the Superintendent will also receive a 5% cost of living salary increase for the same contract year.
3. Review. The Superintendent has had the opportunity to obtain independent legal or other professional advice with regard to this Addendum, including tax, retirement and/or other legal consequences. The Superintendent acknowledges that the terms of this Addendum have been read and fully explained and that those terms are fully understood and voluntarily accepted.

The Employment Agreement executed on January 17, 2023 is hereby modified by this Addendum, and as such, constitutes the entire understanding and agreement between the Parties. No addition to, or modification of any term or provision of the Employment Agreement or this Addendum shall be effective unless it is set forth in writing, signed by the Parties and duly approved by the OMI Board.

Date

Date

Mary Streshly, Ed.D.
Superintendent

Honorable Edmund Gerald Brown, Jr.
Chairman of the OMI Board

Coversheet

Approve School Accountability Report Card [SARC]

Section: VIII. Action Items
Item: D. Approve School Accountability Report Card [SARC]
Purpose:
Submitted by: Mary Streshly
Related Material:
2023_School_Accountability_Report_Card_Oakland_Military_Institute_20231208.pdf

BACKGROUND:

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

Please note the data for this SARC is from 2023 and much of the data is auto-filled based on data reported to CALPADS that will not be posted until after December 15, 2023 [after this board mtg]. We are asking the Board to approve the SARC even though all data is not filled because we do not have another board meeting scheduled until February 15, 2024, after the February 1 posting deadline. Staff will update the 2023 SARC in January and send the complete SARC to the Board. If it is the pleasure of the Board, we will also add the fully complete SARC to the February 15th board agenda as an information item for the Board to publicly discuss.

RECOMMENDATION:

Staff recommends the Board approve the 2023 School Accountability Report Card.

Oakland Military Institute College Preparatory Academy

**2022-2023 School Accountability Report Card
(Published During the 2023-2024 School Year)**



General Information about the School Accountability Report Card (SARC)

SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard



The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California’s new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California’s diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

2023-24 School Contact Information

School Name	Oakland Military Institute College Preparatory Academy
Street	3877 Lusk St.
City, State, Zip	Oakland, CA 94608-3822
Phone Number	(510) 594-3900
Principal	Mary E. Streshly, Ed.D.
Email Address	mstreshly@omiacademy.org
School Website	http://www.oakmil.org
County-District-School (CDS) Code	01612590130617

2023-24 District Contact Information

District Name	Oakland Military Institute College Preparatory Academy
Phone Number	(510) 594-3900
Superintendent	Mary E. Streshly, Ed.D.
Email Address	mstreshly@omiacademy.org
District Website	http://www.oakmil.org

2023-24 School Description and Mission Statement

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

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

OMI was renewed by its authorizer, the Oakland Unified School District (OUSD), in 2019 for a term of five years (currently extended through June 30, 2027). Since that time, the school has undergone significant changes in its leadership team, its operations and its instructional program. One of the impetus for such changes is a comprehensive Systemic Instructional Review (SIR) and report by the California Collaborative in Educational Excellence (CCEE), which provided OMI with a diagnostic of the school's instructional programs, practices, and implementation of initiatives (academic, behavior, and social emotional). The CCEE SIR also provided OMI a set of comprehensive recommendations to support continuous improvement and to assist the school in building a Multi-tiered System of Support (MTSS) framework. Over the course of two years, OMI has achieved and surpassed the recommendations of the CA Collaborative for Educational Excellence earning a letter of commendation from this state agency. Moreover, the goals, objectives and accomplishments became the foundation for our WASC Self-Study in 2023 earning us a full 6-year accreditation certification with accompanying commendations through 2029.

The military framework at OMI makes the school truly unique by promoting a sense of pride and community. The military protocol requires cadets to wear a proper complete uniform each school day and begin each day with a formation that includes announcements, recognitions and exercises. All cadets participate as members of the California Cadet Corps and are assigned to units within a military chain of command (squads, platoons, companies, and battalions within the Corps of OMI Cadets). Cadets assume increased responsibility through various positions of leadership during their tenure at OMI. Each academic classroom uses military protocols and cadet leadership structures to promote good order and discipline. Cadets also learn military customs and courtesies and achieve promotions and awards for their accomplishments.

About this School

2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	0
Grade 1	0
Grade 2	0
Grade 3	0
Grade 4	0
Grade 5	0
Grade 6	52
Grade 7	53
Grade 8	69
Grade 9	71
Grade 10	85
Grade 11	65
Grade 12	61
Total Enrollment	456

2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	142
Male	231
American Indian or Alaska Native	0
Asian	15.90%
Black or African American	10.37%
Filipino	0
Hispanic or Latino	64.52
Native Hawaiian or Pacific Islander	0
Two or More Races	2.30
White	1.61
English Learners	40
Foster Youth	.4
Homeless	.2
Migrant	0
Socioeconomically Disadvantaged	79
Students with Disabilities	15

A. Conditions of Learning State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	12	37.78	1471.70	56.64	228366.10	83.12
Intern Credential Holders Properly Assigned	2.90	9.34	95.60	3.68	4205.90	1.53
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)	8.70	27.34	725.40	27.92	11216.70	4.08
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)	1.00	3.13	64.80	2.50	12115.80	4.41
Unknown	7.10	22.34	240.60	9.26	18854.30	6.86
Total Teaching Positions	32.00	100.00	2598.40	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)						
Intern Credential Holders Properly Assigned						
Teachers Without Credentials and Misassignments (“ineffective” under ESSA)						
Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)						
Unknown						
Total Teaching Positions						

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	
Misassignments	8.70	
Vacant Positions	0.00	
Total Teachers Without Credentials and Misassignments	8.70	

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	
Local Assignment Options	1.00	
Total Out-of-Field Teachers	1.00	

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Class Assignments

Indicator	2020-21	2021-22
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	34.40	
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	30.10	

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Curriculum at the Oakland Military Institute consists of the concepts, content goals, and skills instruction reflected in the California State Common Core Standards and Frameworks in language arts, science, math, history/social science, world language, visual and performing arts, technology and physical education. Instructional methods are teacher-driven, taking into consideration the possibilities of various learning styles, and strategies. Teachers use textbooks and materials aligned to California Common Core Standards, as well as ancillary materials to augment the instruction and academic support services. In 2023 OMI launched 1-1 digital devices in order to expand cadet access to digital curriculum and digital learning platforms both at home and at school across all classes.

Year and month in which the data were collected

August 2023

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	All students have required learning materials.	Yes	0
Mathematics	All students have required learning materials.	Yes	0
Science	All students have required learning materials.	Yes	0
History-Social Science	All students have required learning materials.	No	0
Foreign Language	All students have required learning materials.	Yes	0
Health	All students have required learning materials.	No	0
Visual and Performing Arts	All students have required learning materials.	Yes	0

School Facility Conditions and Planned Improvements

OMI takes great efforts to ensure that the campus and facilities provide a clean, safe and functional learning environment. Our maintenance staff ensures necessary repairs to the campus facilities are completed in a timely manner and emergency repairs are given the highest priority. The operations/facilities manager works daily with the custodial staff to ensure cleaning schedules result in a clean and safe school. OMI contracts security personnel to supplement faculty/staff supervision of student on/off campus areas and throughout the academic day. There is controlled access to campus buildings and school grounds. ID badges (with picture) are required to enter the grounds. Random K9 sweeps are conducted for contraband. An electronic notification system is used for school-wide emergencies. The use of exterior and interior security cameras are employed to monitor access to the campus. A brand new intercom system has been recently installed in order to pass whole school informational and emergency messages throughout the campus. Additionally a 500,000 dollar HVAC system was installed in the school to shore up Covid-19 safety measures.

Year and month of the most recent FIT report

August 2022

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	X			
Interior: Interior Surfaces	X			
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	X			
Electrical	X			
Restrooms/Fountains: Restrooms, Sinks/ Fountains	X			
Safety: Fire Safety, Hazardous Materials	X			
Structural: Structural Damage, Roofs	X			
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	X			

Overall Facility Rate

Exemplary	Good	Fair	Poor
X			

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
English Language Arts/Literacy (grades 3-8 and 11)	33		35		47	
Mathematics (grades 3-8 and 11)	17		25		33	

2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)						

2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students					
Female					
Male					
American Indian or Alaska Native					
Asian					
Black or African American					
Filipino					
Hispanic or Latino					
Native Hawaiian or Pacific Islander					
Two or More Races					
White					
English Learners					
Foster Youth					
Homeless					
Military					
Socioeconomically Disadvantaged					
Students Receiving Migrant Education Services					
Students with Disabilities					

2022-23 Career Technical Education Programs

OMI offers a full CTE pathway in Military Science and is developing pathways in broadcast media, arts and entertainment and business/information technology industry pathways in collaboration with Merritt College.

2022-23 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	

Course Enrollment/Completion

This table displays the course enrollment/completion of University of California (UC) and/or California State University (CSU) admission requirements.

UC/CSU Course Measure	Percent
2022-23 Pupils Enrolled in Courses Required for UC/CSU Admission	
2021-22 Graduates Who Completed All Courses Required for UC/CSU Admission	

B. Pupil Outcomes

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

2023-24 Opportunities for Parental Involvement

OMI has an open door policy that welcomes all parents and guardians. Parents are engaged in their students' education and actively communicate on a regular basis with their students' teachers and TAC members. OMI leadership solicits parent and student input through CA Healthy Kids Climate Surveys as well as townhall meetings and orientations. In addition to the above, OMI parents are welcomed members of the school's School Site Counsel, Parent/Cadet Alliance, as well as our English Learner Advisory Council. Each committee meets monthly during our Grizzly Family Nights, which are designed to engage our community through dinners, parent education series, LCAP input and student experience panels. Parents and guardians are also involved in IEP meetings, Parent/teacher conferences, reclassification celebrations, awards and Pass In Review ceremonies, Cadet Showcases, Back to School Night, Fall/Winter festivals and concerts and student fundraising events.

C. Engagement

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates;
- High school graduation rates; and
- Chronic Absenteeism

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Dropout Rate	9	10.4		11.2	14.4		8.9	7.8	
Graduation Rate	85.4	89.6		76.5	78.8		84.2	87	

2022-23 Graduation Rate by Student Group (Four-Year Cohort Rate)

This table displays the 2022-23 graduation rate by student group. For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at www.cde.ca.gov/ds/ad/acgrinfo.asp.

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students			
Female			
Male			
Non-Binary			
American Indian or Alaska Native			
Asian			
Black or African American			
Filipino			
Hispanic or Latino			
Native Hawaiian or Pacific Islander			
Two or More Races			
White			
English Learners			
Foster Youth			
Homeless			
Socioeconomically Disadvantaged			
Students Receiving Migrant Education Services			
Students with Disabilities			

2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	467	467	94	20%
Female	181	181	47	25.96%
Male	286	286	47	16.43
American Indian or Alaska Native	0	0	0	0
Asian	70	70	4	5.71
Black or African American	62	62	21	33.87
Filipino	0	0	0	0
Hispanic or Latino	296	296	60	20.27
Native Hawaiian or Pacific Islander	0	0	0	0
Two or More Races	8	8	2	25
White	7	7	1	14.28
English Learners	173	173	29	16.76
Foster Youth				
Homeless	4	4	2	50
Socioeconomically Disadvantaged	372	372	78	20.96
Students Receiving Migrant Education Services	0	0	0	0
Students with Disabilities	73	73	23	31.50

C. Engagement

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.62	8.32		0.03	3.92		0.20	3.17	
Expulsions	0.00	0.00		0.00	0.06		0.00	0.07	

2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students		
Female		
Male		
Non-Binary		
American Indian or Alaska Native		
Asian		
Black or African American		
Filipino		
Hispanic or Latino		
Native Hawaiian or Pacific Islander		
Two or More Races		
White		
English Learners		
Foster Youth		
Homeless		
Socioeconomically Disadvantaged		
Students Receiving Migrant Education Services		
Students with Disabilities		

2023-24 School Safety Plan

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 6 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In compliance with Assembly Bill 1747 (2019), OMI's Comprehensive School Safety Plan, approved by the Board of Directors in February, 2023, includes the following required elements:

- 1) Assessment of school crime committed on school campuses and at school-related functions
- 2) Child abuse reporting procedures
- 3) Disaster procedures
- 4) Suspension and expulsion policies
- 5) Procedures to notify teachers of dangerous pupils
- 6) Discrimination and harassment policies including hate crime reporting procedures
- 7) School wide dress code policies
- 8) Procedures for safe ingress and egress of pupils, parents, and school employees
- 9) Policies enacted to maintain a safe and orderly environment
- 10) Rules and procedures on school discipline

OMI recognizes that Cadets and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The OMI School Board (also referred to as "The Board" in this document) is fully committed to maximizing school safety and creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for Cadet Conduct, responsible behavior, and respect for others.

2023-24 School Safety Plan

OMI staff has participated in the development of this comprehensive school safety plan relevant to the needs and resources of that particular academy, as outlined in California Education Code §32281. The plan takes into account the academy's staffing, available resources and buildings design, as well as other factors unique to the site.

The Comprehensive School Safety Plan will be reviewed and updated by March of each year, in compliance with California Education Code §32286(a).

The Board shall review the comprehensive school safety plan(s) in order to ensure compliance with state law, Board policy and administrative regulation. Approval of the plan shall occur at a regularly scheduled meeting.

A copy of the comprehensive school safety plan shall be available for review at the Oakland Military Institute website and at the administration office. In order to provide a safe and secure teaching and learning environment, there must be a plan for the management of emergency events that cannot be predicted or prevented. The Oakland Military Institute Emergency Response Plan (ERP) is designed to respond to emergencies and/or traumatic events in an organized and timely manner so that students and staff can continue to function effectively without additional trauma or the development of additional emergencies.

The Incident Command System (ICS) has been adopted as the management system to be used for emergencies. All personnel assigned responsibilities within the ICS structure have completed the FEMA Independent study courses IS 100, 200, and 700. Situation and assumptions in the size and location of our facility and use of each building, number of students/employees normally on hand, scheduled daily differences in populations and a hazard analysis of the school grounds, buildings and surrounding community. Direction and control includes the chain of command with assigned alternates, designated primary and alternate on/off site command post locations, persons identified by title and agency who will be notified during the emergency, descriptions of warning signals or commands to alert for emergency responses, designated primary and alternate evacuation routes and assembly areas, primary/alternated on/off site relocation sites as well as how students/staff would be moved/transported. Descriptions of disabled and/or non-English speaking students are provided for, student/parent reunification procedures, and a resource inventory of available emergency items are included in the ERP. A complete OMI ERP binder and emergency backpack is assigned to each faculty/staff member, room and/or office. An NOAA capable radio (w/battery backup) is centrally located and monitored for emergency messages during the academic day. In addition OMI has recently purchased and installed a new Visiplex Intercom System. Provisions for off-campus emergencies (e.g. field trips, bus accidents) are addressed in the ERP.

Community and outside agencies are invited to assist in plan development, training, exercises and revision. Drills are conducted monthly to test the effectiveness of the ERP. Debriefings are conducted to provide feedback and identified weaknesses addressed to strengthen the plan. Faculty and staff training is conducted quarterly and the assigned ICS team participates in multi-hazard crisis training annually. The current revision of the ERP has been uploaded on the school website. Detailed appendices and attachments include the ICS structure and responsibilities, student roster, master schedule, faculty/staff roster, community emergency numbers, map of evacuation routes(s), assembly areas, student release gate, command post(s), facility site plan showing location of utility shut-off points, generators, first aid facilities, generators, exits, etc. as well as statements/documents in use for notifying faculty, students, parents/guardians, and media as well as student accountability forms.

Components of the Comprehensive School Safety Plan

The Safety Plan Committee shall consult with local law enforcement, fire department, and other first responders, when practical (Education code 32281, 32282). In addition, OMI may delegate the responsibility for writing and developing a school safety plan to the school safety planning committee. This committee shall be composed of at least the following members, in compliance with California Education code §32281:

- 1.) The Cadet Service's coordinator or designee
- 2.) One staff person
- 3.) One parent/guardian whose child attends the school
- 4.) Other members, if desired.

OMI Safety Planning Team Members and Contributors

- CMSgt (CA) Thomas James, Commandant
- CPT Shawna Lipsey, CACC, Cadet Services and Special Programs
- 2LT Nicolas Paoletti, Operations Officer

2023-24 School Safety Plan

SFC Michael Traver, Operations Officer

- Ismael Robles, Facilities Manager
- Ryan Ton, Commander of Cadets

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The OMI Comprehensive School Safety Plan encompasses all buildings which consist of one main building, eleven portables, "C" building and "B" building

D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
6	22	2	20	

2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
6	24	1	12	

2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students

2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	23	15	14	3
Mathematics	23	9	13	1
Science	26	4	12	1
Social Science	25	8	11	4

2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	19	26	11	
Mathematics	21	12	9	
Science	21	11	10	
Social Science	20	11	9	

2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts				
Mathematics				
Science				
Social Science				

2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	2.0

2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	2
Library Media Teacher (Librarian)	0
Library Media Services Staff (Paraprofessional)	1.5
Psychologist	0
Social Worker	1
Nurse	0
Speech/Language/Hearing Specialist	0
Resource Specialist (non-teaching)	2
Other	0

Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$21,091.59	\$7,946.99	\$13,144.59	\$76,605.00
District	N/A	N/A	\$10,320	
Percent Difference - School Site and District	N/A	N/A	24.1	9.9
State	N/A	N/A		
Percent Difference - School Site and State	N/A	N/A	66.4	-20.5

Fiscal Year 2022-23 Types of Services Funded

We are a comprehensive high school and feeder middle school that provides college preparatory academic programming to fulfill the breadth of UC A-G course offerings necessary to achieve UC/CSU and private school eligibility. The course offerings include a full military science career technical education pathway, lab sciences, social sciences, literature and composition, art, music, world language, broadcasting, journalism and an array of college level courses that include communications, sociology, business, psychology, music theory and Spanish. Additionally, we support a limited number of high school sports teams for both male and female athletes, mental health and wellness services, college and career planning, dual and concurrent college enrollment opportunities, restorative justice and community service and leadership programs for all students.

Our school-wide focus is for every graduate will be college and career ready through the mastery of common core standards and exposure to college level courses through our dual enrollment program in partnership with the Peralta Community College System.

Our instructional model is anchored in direct interactive instruction a research based delivery method that meets students where they are and ensures achievement across the curriculum. We have a literacy program to develop our students' reading levels to meet the 1300 lexile and beyond goal for them prior to graduation.

OMI develops LEADERSHIP and promotes a sense of pride and community, as it requires cadets to wear a proper complete uniform each school day. All cadets participate as members of the California Cadet Corps, and are assigned to units within a military chain of command (squads, platoons, companies, and battalions within the Corps of OMI Cadets). Cadets assume increased responsibility through various positions of leadership during their tenure at OMI. Each academic classroom uses military protocols and cadet leadership structures to promote good order and discipline. Cadets also learn and practice military customs and courtesies, and achieve promotions and awards for their accomplishments. The military dimension of the school promotes patriotic spirit and respect for the democratic ideals of our society.

Cadets learn what is expected of them at the Summer Entrance Camp prior to their enrollment at OMI, a camp which thoroughly introduces new cadets to the CITIZENSHIP expectations of the school. The disciplinary system, patterned after the military model, is fair and predictable. All cadets share a common set of duties they are expected to fulfill, as well as a code of honor requiring absolute integrity. Cadets who do not meet our expectations for conduct, integrity, and/or who do not fulfill their duties forfeit their opportunity to remain enrolled as a cadet at OMI.

Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$61,515.00	
Mid-Range Teacher Salary	\$85,571.00	
Highest Teacher Salary	\$80,611.00	
Average Principal Salary (Elementary)		
Average Principal Salary (Middle)		
Average Principal Salary (High)		
Superintendent Salary	\$225,000.00	
Percent of Budget for Teacher Salaries	22%	
Percent of Budget for Administrative Salaries	3%	

2022-23 Advanced Placement (AP) Courses

This table displays the percent of student in AP courses at this school.

Percent of Students in AP Courses	10%
--	-----

This table displays the number of AP courses offered at this school where there are student course enrollments of at least one student.

Subject	Number of AP Courses Offered
Computer Science	n/a
English	2
Fine and Performing Arts	n/a
Foreign Language	n/a
Mathematics	2
Science	n/a
Social Science	n/a
Total AP Courses Offered Where there are student course enrollments of at least one student.	4

Professional Development

Teachers are engaged in Professional Development twice per month for 1.5 hours per session, plus additional Department based trainings 1-2 times per month along with 6 full professional development days throughout the year and 4 minimum days reserved for inservice topics. Middle School staff also have a common 7th period prep to collaborate on lessons and receive instructional coaching feedback and support. OMI provides a range of professional development sessions which coincide with our LCAP goals and school's mission. In addition, OMI provides personal 1-1 coaching opportunities for our teachers in a teacher induction program, all teachers new to OMI and any teacher that requests assistance. OMI provides training for teachers on newly adopted curriculum and this year's focus was on ELA and Math. Therefore, we hired an additional math and ELA coach to support the deep implementation of the curriculum, the development of instructional calendars and to model the latest high leverage teaching methodologies. All OMI staff received intensive training on the JSWP writing program, Core vocabulary strategies and our ELA and Math teachers received training on SAVVAS materials, SuccessMaker and Read 180. OMI is also committed to teacher collaboration and grade level team coordination aimed at identifying students in need of additional supports. To this end, OMI has adopted the BARR program and interdisciplinary staff meet weekly in grade level Academic Support Groups {ASG's} to monitor student achievement data in areas such as grades, attendance, discipline events, assessments, mental health diagnostics, parent conferences and student positive behavior intervention systems {PBIS}.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	15	15	15

Coversheet

First Reading/Action: Attendance Supervision Board Policy

Section: VIII. Action Items
Item: E. First Reading/Action: Attendance Supervision Board Policy
Purpose:
Submitted by: Mary Streshly
Related Material: Classroom Based Attendance Policy .docx.pdf

BACKGROUND:

On advise of legal and the superintendent, we are bringing forth a fully compliant Board policy on Cadet Attendance that has been thoroughly reviewed by legal counsel.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board conduct a first reading of this attendance policy and if satisfied approve on first reading so our policy can be posted publicly and fully implemented by staff.

Board Policy #: []
 Adopted/Ratified: []
 Revision Date: []



OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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



CLASSROOM-BASED ATTENDANCE POLICY

It is the intent of the Governing Board (“Board”) of Oakland Military Institute College Preparatory Academy (“OMI” or the “Charter School”) to ensure that cadets attend school every day on time. Consistent school attendance is critical to school success. Being present for classroom instructional time is essential for cadets to reach their goals and achieve their dreams. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school and behavior problems.

Definitions

- *“Tardy”*: OMI starts at 8:25am for middle school and 8:30am for high school. Cadets shall be classified as tardy if the cadet arrives after that time. Additionally, a cadet is tardy if they are not in the regimental formation at the prescribed time and/or in line or seated ready to work in class when the tardy bell rings.
- *“Unexcused Absence”*: A cadet shall have an unexcused absence if the cadet is absent or is tardy for more than thirty (30) minutes without a valid excuse.
- *“Truant”*: A cadet shall be classified as a truant if the cadet is absent from school without a valid excuse three (3) full days in one school year, or if the cadet is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any cadet who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such cadets shall be reported to the Superintendent or designee.
- *“Habitual Truant”*: A cadet shall be classified as a habitual truant if the cadet is reported for truancy three (3) or more times within the same school year. This generally occurs when the cadet is absent from school without a valid excuse for five (5) full days in one school year or if the cadet is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.

Board Policy #: []
 Adopted/Ratified: []
 Revision Date: []

- *“Chronic Truant”*: A cadet shall be classified as a chronic truant if the cadet is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.
- *“School Attendance Review Team (“SART”)*”: The SART panel will be composed of SFC Michael Traver, SFC Alexander Yin, Shawna Lipsey, and Shann Chu. The SART panel will discuss the absence problem with the cadet’s parent/guardian to work on solutions, develop strategies, discuss appropriate support services for the cadet and cadet’s family, and establish a plan to resolve the attendance issue.
 1. The SART panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
 2. The parent/guardian shall be required to sign a contract formalizing the agreement by the parent/guardian to improve the child’s attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SART panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
 - a. Parent/guardian to attend school with the child for one day
 - b. Student retention
 - c. After school detention program
 - d. Required school counseling
 - e. Loss of field trip privileges
 - f. Loss of school store privileges
 - g. Loss of school event privileges
 - h. Mandatory Saturday school
 - i. Required remediation plan as set by the SART
 - j. Notification to the County District Attorney
 3. The SART panel may discuss other school placement options.
 4. Notice of action recommended by the SART will be provided in writing to the parent/guardian.

Excused Absences for Classroom Based Attendance

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or permitted under this Attendance Policy.

A cadet’s absence shall be excused for the following reasons:

1. Personal illness, including an absence for the benefit of the pupil’s mental or behavioral health
2. Quarantine under the direction of a county or city health officer.

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3. Medical, dental, optometric, or chiropractic appointments:
 - a. Cadets in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the cadet's parent or guardian.
4. Attendance at funeral services for a member of the cadet's immediate family:
 - a. Excused absence in this instance shall be limited to one (1) day if the service is conducted in California or three (3) days if the service is conducted out of state.
 - b. "Immediate family" shall be defined as parent or guardian, grandparent, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any other relative living in the cadet's household.
5. Participation in religious instruction or exercises as follows:
 - a. The cadet shall be excused for this purpose on no more than four (4) school days per month.
6. For the purposes of jury duty in the manner provided for by law.
7. Due to the illness or medical appointment during school hours of a child of whom the cadet is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal).
8. To permit the cadet to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.
9. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.
10. Attendance at the cadet's naturalization ceremony to become a United States citizen.
11. Authorized parental leave for a pregnant or parenting cadet for up to eight (8) weeks, which may be extended if deemed medically necessary by the cadet's physician.
12. Authorized at the discretion of the Superintendent or designee, based on the facts of the cadet's circumstances, are deemed to constitute a valid excuse.
13. A cadet who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period

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that the cadet is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.

14. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the cadet's parent or guardian provides a written note to the school authorities explaining the reason for the cadet's absence.
15. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.
16. For the purpose of a middle or high school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.
 - a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one schoolday-long absence per school year.
 - b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.
17. For the following justifiable personal reasons for a maximum of five (5) school days per school year, upon advance written request by the cadet's parent or guardian and approval by the Superintendent or designee pursuant to uniform standards:
 - a. Appearance in court.
 - b. Observance of a holiday or ceremony of the pupil's religion.
 - c. Attendance at religious retreats.
 - d. Attendance at an employment conference.
 - e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A cadet who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a cadet is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the cadet missed during the excused absence.

Method of Verification

When a cadet who has been absent returns to school, the cadet must present a satisfactory explanation verifying the reason for the absence. The following methods may be used to verify cadet absences:

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1. Signed, written note from the cadet's parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the cadet's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student;
 - b. Name of parent/guardian or parent representative;
 - c. Name of verifying employee;
 - d. Date or dates of absence; and
 - e. Reason for absence.
3. Visit to the cadet's home by the verifying employee, or any other reasonable method, which establishes the fact that the cadet was absent for the reasons stated. A written recording shall be made, including the information outlined above.
4. Healthcare provider verification:
 - a. When excusing cadets for confidential medical services or verifying such appointments, Charter School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
 - b. A healthcare provider's note of illness will be accepted for any reported absence. When a cadet has had ten (10) absences in the school year for illness verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

Insofar as class participation is an integral part of cadets' learning experiences, parents/guardians and cadets shall be encouraged to schedule medical appointments during non-school hours.

Cadets should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency.

Unexcused Absences/Truancy for Classroom Based Attendance

The Superintendent, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A cadet's progress and learning may be affected by excessive unexcused absences. In addition, the Charter School is fiscally dependent on cadet attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the cadet's attendance problem are unsuccessful, the Charter School will implement the processes described below.

Process for Addressing Truancy

1. The first unexcused absence or unexcused tardy over 30 minutes will result in a call home to the parent/guardian by the Superintendent or designee and detention. The cadet's classroom teacher may also call home.

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The second through fifth tardies, will result in a letter home or a parent/guardian meeting, and detention.

2. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over thirty (30) minutes will result in a call home to the parent/guardian by the Superintendent or designee, a meeting, and detention. In addition, the cadet's classroom teacher may also call home and/or the Charter School may send the parent an e-mail notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive "**Truancy Letter #1 – Truancy Classification Notice**" from the Charter School notifying the parent/guardian of the cadet's "Truant" status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4th) unexcused absence.
3. Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive "**Truancy Letter #2 – Habitual Truant Classification Notice and Conference Request,**" notifying the parent/guardian of the cadet's "Habitual Truant" status and a parent/guardian conference will be scheduled to review the cadet's records and develop an intervention plan/contract. In addition, the Charter School will consult with a school counselor regarding the appropriateness of a home visitation and/or case management.
4. Upon reaching sixth (6th) unexcused tardies, the cadet will receive after-school detention and a SART contract.
5. Upon reaching six (6) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive a "**Truancy Letter #3 – Referral to SART Meeting**" and the cadet will be referred to a Student Success Team (SST) and the SART.
6. Upon reaching the tenth (10th) unexcused tardy, the cadet will be referred to the Honor Board for Attendance Violations/stipulated 30-day contract.
7. Upon reaching the twentieth (20th) unexcused tardy, the cadet will be referred to the Honor Board for Attendance Violations and to the SART.
8. Upon reaching the thirtieth (30th) unexcused tardy, the cadet will be referred to the SART.
 9. If the conditions of the SART contract are not met, the cadet may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below. If the cadet is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the cadet's last known school district of residence.

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10. For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.
11. If a cadet is absent ten (10) or more consecutive school days without valid excuse and the cadet's parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the cadet will be in violation of the SART contract, and the SART panel will recommend that the cadet be disenrolled in compliance with the Involuntary Removal Process described below. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of the cadet's enrollment and attendance at another public or private school (i.e., a CALPADS report).

Process for Students Who Are Not in Attendance at the Beginning of the School Year

When a cadet is not in attendance on the first five (5) days of the school year, the Charter School will attempt to reach the cadet's parent/guardian on a daily basis for each of the first five (5) days to determine whether the cadet has an excused absence, consistent with the process outlined in this policy. If the cadet has a basis for an excused absence, the cadet's parent/guardian must notify the Charter School of the absence and provide documentation consistent with this policy. However, consistent with process below, cadets who are not in attendance by the tenth (10th) day of the school year due to an unexcused absence will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the cadet has chosen another school option.

1. Cadets who are not in attendance on the first (1st) day of the school year will be contacted by phone to ensure their intent to enroll in the Charter School.
2. Cadets who have indicated their intent to enroll but have not attended by the third (3rd) day of the school year and do not have an excused absence will receive a letter indicating the cadet's risk of disenrollment.
3. Cadets who have indicated their intent to enroll but have not attended by the fifth (5th) day of the school year and do not have an excused absence will receive a phone call reiterating the content of the letter.
4. Cadets who are not in attendance by the tenth (10th) day of the school year and do not have an excused absence will receive an Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form. The Charter School will follow the Involuntary Removal Process described below, which includes an additional five (5) school days for the parent/guardian to respond to the Charter School and request a hearing before disenrollment.

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5. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of the cadet's enrollment and attendance at another public or private school (i.e., a CALPADS report).
6. The Charter School will use the contact information provided by the parent/guardian in the registration packet.
7. Within thirty (30) calendar days of disenrollment, the Charter School will send the cadet's last known school district of residence a letter notifying it of the cadet's failure to attend the Charter School.

Involuntary Removal Process

No cadet shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the cadet has been provided written notice of the Charter School's intent to remove the cadet ("Involuntary Removal Notice"). The Involuntary Removal Notice must be provided to the parent or guardian no less than five (5) schooldays before the effective date of the proposed disenrollment date.

The written notice shall be in the native language of the cadet or the cadet's parent or guardian or, if the cadet is a foster child or youth or a homeless child or youth, the cadet's educational rights holder. The Involuntary Removal Notice shall include:

1. The charges against the cadet
2. An explanation of the cadet's basic rights including the right to request a hearing before the effective date of the action
3. The CDE Enrollment Complaint Notice and Form

The hearing shall be consistent with the Charter School's expulsion procedures. If the cadet's parent, guardian, or educational rights holder requests a hearing, the cadet shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon a parent's or guardian's request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the cadet has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the cadet has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the cadet or the cadet's parent or guardian or, if the cadet is a foster child or youth or a homeless child or youth, the cadet's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the cadet will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If

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parent/guardian requests a hearing and does not attend on the date scheduled for the hearing, the cadet will be disenrolled effective the date of the hearing.

If as a result of the hearing the cadet is disenrolled, notice will be sent to the cadet's last known school district of residence within thirty (30) calendar days.

A hearing decision not to disenroll the cadet does not prevent the Charter School from making a similar recommendation in the future should cadet truancy continue or re-occur.

Referral to Appropriate Agencies or County District Attorney

It is the Charter School's intent to identify and remove all barriers to the cadet's success, and the Charter School will explore every possible option to address cadet attendance issues with the family. For any unexcused absence, the Charter School may refer the family to appropriate school-based and/or social service agencies.

If a cadet's attendance does not improve after a SART contract has been developed according to the procedures above, or if the parents/guardians fail to attend a required SART meeting, the Charter School shall notify the County District Attorney's office, which then may refer the matter for prosecution through the court system. Cadets twelve (12) years of age and older may be referred to the juvenile court for adjudication.

Tardies and Consequences

A cadet is tardy if they are not in the regimental formation at the prescribed time and/or in line or seated ready to work in class when the tardy bell rings. After thirty (30) minutes, a cadet will be marked with an unexcused absence. When a cadet has a legitimate excuse for being tardy (such as being with an adult staff member), the cadet has the responsibility for having that adult write a tardy excuse in the cadet's planner on the date corresponding to the tardy. This ensures that the cadet has a permanent record of excused tardies and will prevent a cadet from having to serve detention for unexcused tardies.

First Tardy /30 Minutes Unexcused Absence – Call home by the Superintendent or designee, Detention. Class teacher may also call home.

2-5 Tardies: Letter Home or Parent/Guardian Meeting, Detention

6+ Tardies: After-School Detention, Cadet Contract

10 Tardies: Cadet Honor Board/Stipulated 30-Day Contract

20 Tardies: Cadet Honor Board for Attendance Violations /SART

30 Tardies: Referral to the SART

Non-Discrimination

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These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

Reports

The Superintendent, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as cadets who are truant, and the steps taken to remedy the problem.

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