



# Oakland Military Institute, College Preparatory Academy

## Regular Board Meeting

Published on June 10, 2024 at 2:01 PM PDT

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### Date and Time

Thursday June 13, 2024 at 2:00 PM PDT

### Location

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

### Room: B104

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

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

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### Agenda

	Purpose	Presenter	Time
<b>I. Open Session</b>			
<b>II. Opening Items</b>			<b>2:00 PM</b>
<b>A. Roll Call</b>			1 m

	Purpose	Presenter	Time
<b>B.</b>	Call the Meeting to Order		1 m
	CALL TO ORDER: The Chairman of the Governing Board of Directors will call the Oakland Military Institute College Preparatory Academy meeting to order at 3:45 PM, or as soon thereafter as possible.		
<b>C.</b>	Public Comment		6 m
	INVITATION TO ADDRESS THE BOARD: Non-Agenda, Agenda, and Closed Session items.		
	Summary: The Board encourages public comment concerning any item of importance and will recognize requests to speak before the item is discussed or voted upon. To assure your rights to address any action item, please notify the Executive Director's Office of your desire to speak by noon the day prior to the Board Meeting; however, we will also make comment cards available at the podium. Those requesting to address the Board will have a total of two (2) minutes.		
	The Board encourages public comment concerning any item of importance and will recognize requests to speak on items not appearing on the Agenda. Speakers should be aware that the Board members are not permitted to comment on the issues they raise, but may request those items to be properly agendized for inclusion in the discussion at a future meeting.		
	If anyone has any questions or concerns, please contact the Executive Assistant to the Superintendent Mr. Carlos Rodriguez at <a href="mailto:crodriguez@omiacademy.org">crodriguez@omiacademy.org</a> .		
<b>D.</b>	Ordering of the Agenda		2 m
<b>III.</b>	<b>Action Items</b>		<b>2:10 PM</b>
<b>A.</b>	Approve 2024-2025 School Budget	Jacque Eischens	5 m
<b>B.</b>	Approve 2024-2025 Local Control Accountability Plan (LCAP)	Mary Streshly	10 m
<b>C.</b>	Approve Williams Act Curriculum Materials Review	Mary Streshly	
<b>D.</b>	Child Abuse Prevention and Reporting Policy Addendum to the Comprehensive Safety Plan	Thomas James	3 m

	Purpose	Presenter	Time
<b>E.</b> Implementation of OMI's Workplace Violence Prevention Plan  Initial launch July 1, 2024, in support of SB 553.		Thomas James	5 m
<b>IV. Approval of Consent Items</b>			<b>2:33 PM</b>
<b>A.</b> Minutes of June 4, 2024 Regular Meeting	Approve Minutes	Carlos Rodriguez	2 m
<b>B.</b> Personnel Report		Kathryn Wong	5 m
<b>C.</b> New Contracts		Mary Streshly	10 m
<b>D.</b> OMI Bank Account Activity (May 1, 2024- May 31, 2024)		Jacque Eischens	10 m
<b>E.</b> Job Description: Director of Information Technology and Grant Development + Salary Schedule		Kathryn Wong	10 m
<b>V. Superintendent's Update</b>			
Dr. Streshly will provide the OMI Board an update on the following items:			
<ul style="list-style-type: none"> <li>• Leadership Retreat Highlights</li> <li>• Welcome New Leadership Team Member: LTC Jonathan Pike</li> <li>• Grant Awards Summary</li> </ul>			
<b>VI. Information/Discussion Items</b>			<b>3:10 PM</b>
<b>A.</b> Restricted Fund Plans/Prop 28 Annual Report		Jacque Eischens	10 m
<b>B.</b> Capital Repair - Required Backflow Prevention Repair Project		Thomas James	5 m
<b>C.</b> Course Catalog		Shawna Lipsey	10 m
<b>D.</b> ELOP Program Planning Guide			5 m
<b>E.</b> Cadet Handbook		Shawna Lipsey	10 m

	Purpose	Presenter	Time
<b>F.</b>	2024 Annual Vendor Contract List	Joseph Delgadillo	5 m
<b>VII.</b>	<b>Board Member Comments</b>		
<b>VIII.</b>	<b>Closing Items</b>		<b>3:55 PM</b>
<b>A.</b>	Adjourn Meeting		1 m

# Coversheet

## Approve 2024-2025 School Budget

**Section:** III. Action Items  
**Item:** A. Approve 2024-2025 School Budget  
**Purpose:**  
**Submitted by:** Mary Streshly/Jacque Eischens  
**Related Material:** OMI - 2024-25 Original Budget Narrative rev1.pdf  
2024-25 Original Budget Board Presentation 2024.06.04.pdf  
OMI Fiscal Year 2024-25 Original Budget Packet.pdf

### BACKGROUND:

Jacque Eischens, our Schoolability Fiscal Services Advising CFO, will present our 2024-2025 budget, including budget attributes, budget assumptions and multi-year projections.

### RECOMMENDATION:

It is the recommendation of Staff that the Board hear the budget presentation and any public comments during Public Hearing and seek any necessary clarifications on the budget as it is presented, then provide the Superintendent and Staff any necessary feedback or direction during this first reading/public hearing in order that staff may bring a budget on June 13, 2024 suitable for Board approval/adoption.

# FISCAL YEAR 2024-25 ORIGINAL BUDGET



**Meeting of the Governing Board  
June 04, 2024**

Prepared by:  
Jacque Eischens/ schoolAbility, LLC

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# BUDGET ANALYSIS

## Budget Highlights

OMI collaborated with administration, the business office, military personnel, and CBO contractors to develop a budget that is aligned with the school's goals.

Governor Gavin Newsom's May Revision of the 2024-25 State Budget assumes small growth in the state's economy in the upcoming fiscal year with slightly higher growth thereafter.

Unlike prior year May Revisions, this release contained minimal information. Below is a summary of the governor's proposals.

- The budget proposal includes a total of \$109.1 billion for all TK-12 programs.
- The governor uses the entire \$8.4 billion in the Public School System Stabilization Account (PSAA, "Prop 98 Rainy Day Fund") in 2024-25
- The statutory cost-of-living adjustment (COLA) of 1.07% is fully funded using one-time dollars. The revision proposes applying COLA to school nutrition, special education, mandated costs, and other programs outside the Local Control Funding Formula (LCFF.)
- Proposition 98 for Arts and Music in School receives \$907 million in funding.
- Changes proposed for the Learning Recovery Emergency Block Grant (LREBG) include requiring LEAs to develop a needs assessment for expending remaining funds.
- Current use of the school nutrition programs continues to outpace estimates. \$189.9 million is proposed to fully fund the universal meals program in 2024-25.
- The Charter School Facilities Grant Program faces cuts that could result in shortfall in rent/lease component of the program and zero reimbursement for "other" costs.

The Governor recognizes considerable downside risks in this budget proposal.

- The May Revision assumes no recession; however, persistent inflation, soft commercial real estate market, international conflicts, etc. all could trigger a recession.
- 2024-25 revenues could easily swing +/- \$15 billion.
- The budget relies on one-time funds and spending the entire Prop 98 reserve to pay for LCFF.
- The state's budget shows a structural deficit.

The original budget for 2023-24 is based on Governor Newsom's May revision. The budget development team will review guidance from various sources including School Services of California (SSC), Fiscal Crisis and Management Assistance Team (FCMAT), Business and Administration Services Committee (BASC), and Charter School Development Center (CSDC) when adjusting the budget at 1<sup>st</sup> and 2<sup>nd</sup> interim reporting.



## Planning Factors

Key planning factors for 2024-25 Original Budget and multi-year projections.

<b>Planning Factor</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
<b>Cost of Living Adjustment (COLA)</b>				
LCFF COLA*	1.07%	2.93%	3.08%	3.30%
<b>Employer Benefit Rates</b>				
CalSTRS	19.10%	19.10%	19.10%	19.10%
CalPERS-Schools	27.05%	27.60%	28.00%	29.20%
<b>Lottery</b>				
Unrestricted per ADA	\$177	\$177	\$177	\$177
Proposition 20 per ADA	\$72	\$72	\$72	\$72
<b>Mandated Block Grant</b>				
<b>Charters</b>				
K-8 per ADA	\$20.06	\$20.65	\$21.28	\$21.99
9-12 per ADA	\$55.76	\$57.39	\$59.16	\$61.11

## 2024-25 Original Budget and Cash Summaries

Oakland Military Institute’s projected expense budget for 2024-25 is \$10,957,295. The school will use its reserves to cover a \$1,088,251 budget deficiency in revenues over expenses. Overall revenue for the upcoming fiscal year is reduced from the prior year for the decrease in one-time funds.

It is important to note that budget projections are not the same as cash projections. Budgeted revenue and expenses are everything related to that fiscal year. Actual income and expenses cross fiscal years. When student enrollment is increasing, the school is still paid on the previous year enrollment and average daily attendance for most of the school year. Adjustments are made to cash payments after the first attendance report of the year is certified. A final calculation of revenue owed is made when the second attendance report has been certified. Final payments for most of the remaining revenue are received in July.

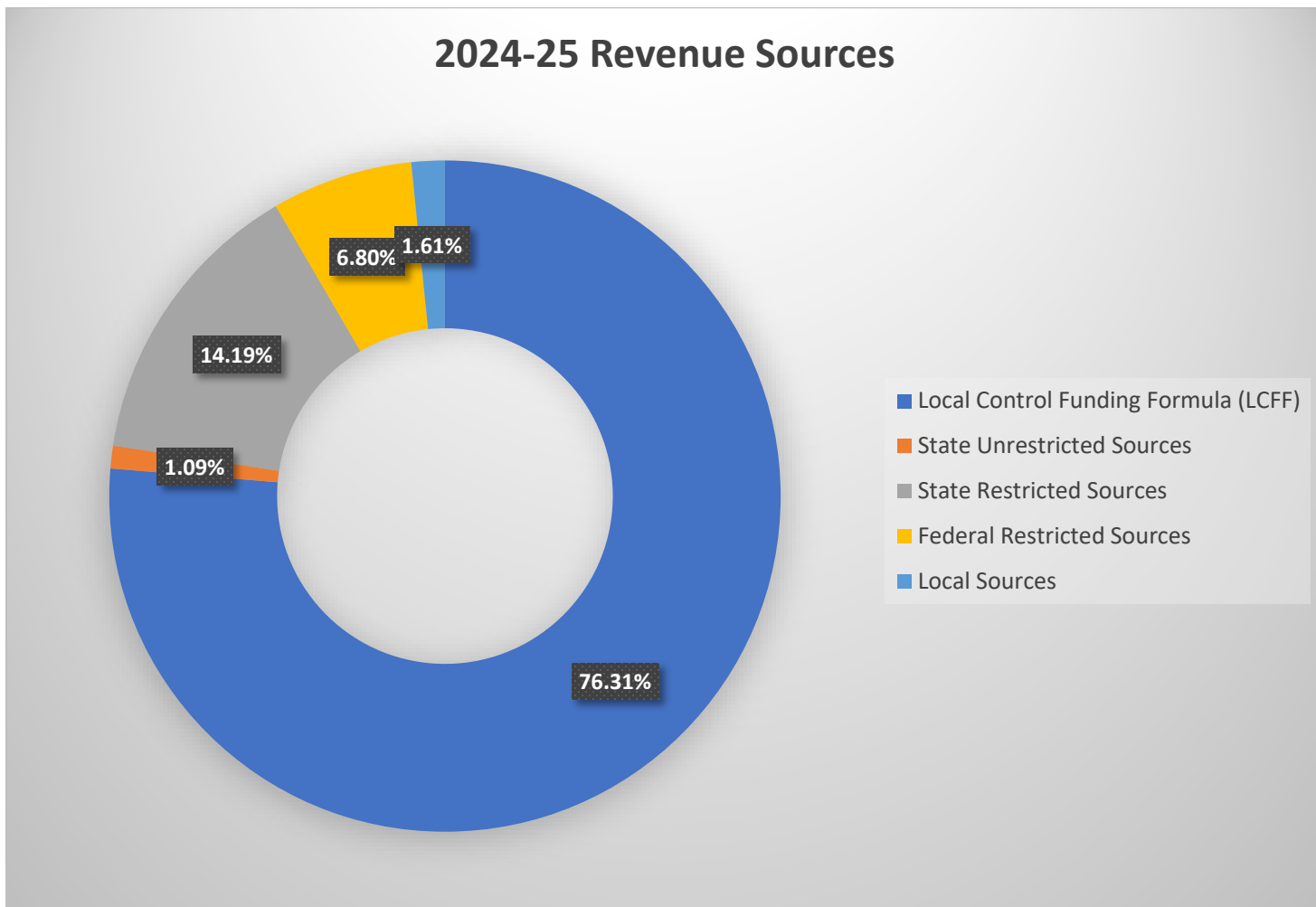
OMI will spend \$1,317,592 in cash reserves to cover its projected deficiency of revenue over expenses between July 1, 2024 and June 30, 2025.

	2024-25
<b>Enrollment</b>	<b>540</b>
<b>Average Daily Attendance</b>	<b>484</b>
<b>Beginning Fund Balance</b>	
	<b>12,077,861</b>
Revenue	9,869,044
Expenditure	10,957,295
<b>Ending Fund Balance</b>	<b>10,961,974</b>
<i>Excess (Deficiency) of revenues over expenses</i>	<i>(1,088,251)</i>
<b>Components of Ending Fund Balance</b>	
Other Assignments	8,415,357
<b>Balance</b>	<b>2,754,253</b>

	2024-25
<b>Beginning Cash</b>	<b>3,391,178</b>
Revenue	9,411,974
Expense	10,729,566
<b>Ending Cash</b>	<b>2,073,586</b>
<i>Excess(deficit) of revenue over expense</i>	<i>-1,317,592</i>

## Revenue Summary

The school's overall projected revenue for the 2024-25 Fiscal Year is \$9,799,044. The Local Control Funding Formula (LCFF) makes up 76% of this revenue.



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\*; 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), and the National School Lunch Program.

Other Local Funds include the new donor-sponsored Superintendent Commandant Fund, Measure G1, and the Community Engagement Initiative Grant.

*\*One-time funding source*

Local Control Funding Formula Revenue per Average Daily Attendance (ADA)			
	2024-25	2025-26	2026-27
Grade 6	13,645	14,087	14,503
Grade 7-8	14,049	14,504	14,931
Grade 9-12	16,706	17,247	17,756

**1% Increase in Average  
Daily Attendance**  
\$69,000

## Revenue Comparison to Prior Year

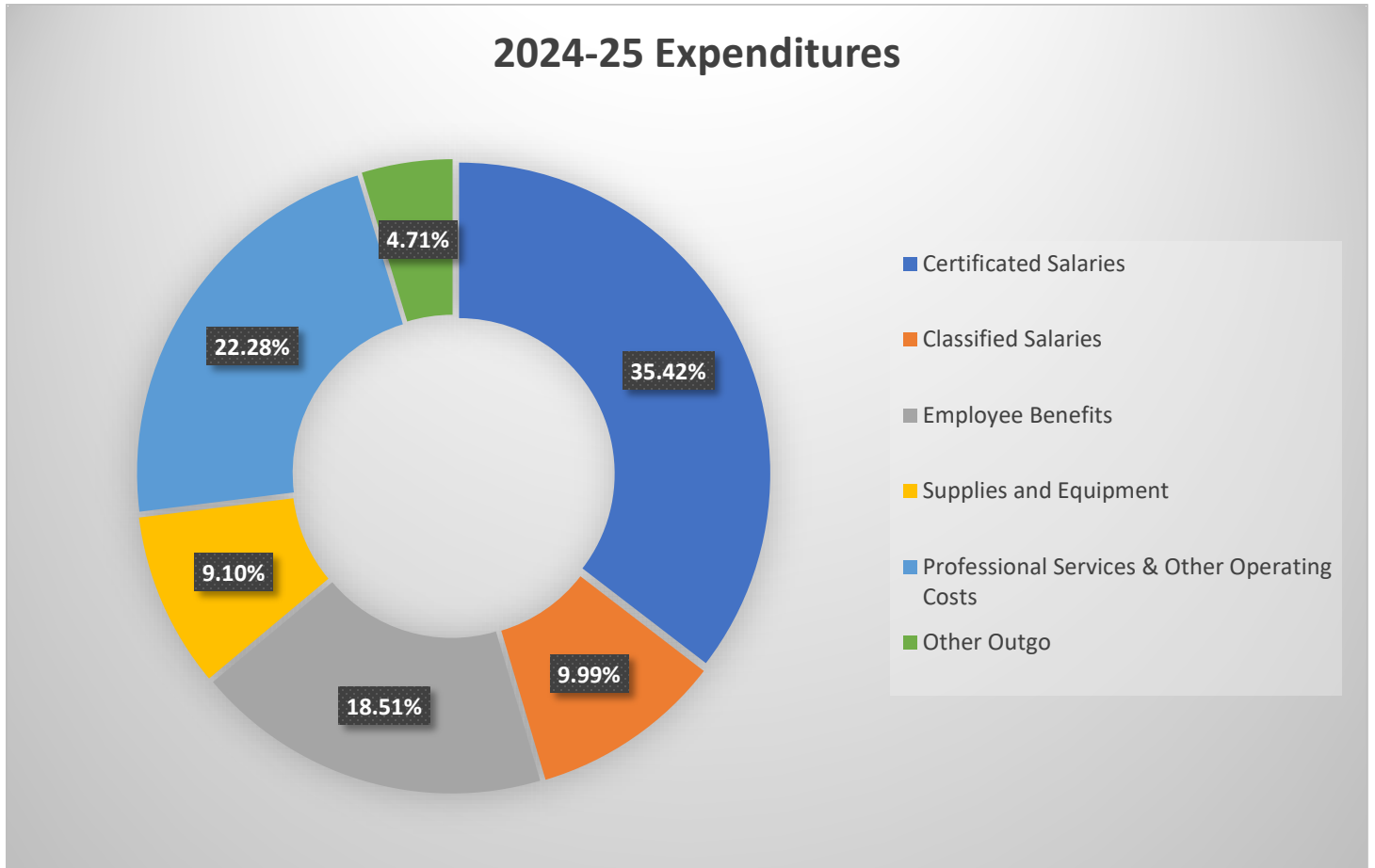
Oakland Military Academy's estimated revenue will decrease 9.35% from 2023-24. One-time funds from ESSER III, Kitchen & Infrastructure I, and A-G grants are fully spent in 2023-24. A small amount of Arts, Music & Instructional Block Grant, Learning Recovery Emergency Block Grant, and Educator Effectiveness Grants remain and will be spent in 2024-25. National Guard funding stopped flowing directly to the school in 2023-24 and is now handled outside of the school. The two-year Community Engagement Initiative Grant has been added.

OMI is projecting an enrollment of 540 students in 2024-25. Projected end-of-year enrollment is 480 with a graduating class of 64 students. The school will need to enroll a minimum of 124 new students to meet its enrollment goal.

	2023-24 Estimated Actuals (X)	2024-25 Original Budget (Y)	Change (Y-X)
<b>CBEDS Enrollment</b>	<b>518</b>	<b>540</b>	<b>22</b>
<b>Average Daily Attendance (ADA)</b>	<b>467</b>	<b>484</b>	<b>17</b>
<b>LCFF Revenue Sources</b>			
State Aid	3,609,078	3,898,744	289,666
Education Protection Act	1,751,766	1,835,489	83,723
Transfers of Charter Schools in Lieu of Property Taxes	1,743,707	1,743,707	0
<b>Total LCFF Sources</b>	<b>7,104,551</b>	<b>7,477,940</b>	<b>373,389</b>
<b>Federal Revenue Sources</b>			
Every Student Succeeds Act	199,524	234,769	35,245
Special Education - Federal	59,280	67,340	8,060
Child Nutrition	347,173	364,122	16,949
Other Federal Revenues	358,475	0	(358,475)
<b>Total Federal Sources</b>	<b>964,452</b>	<b>666,231</b>	<b>(298,221)</b>
<b>Other State Revenue Sources</b>			
Special Education - State	414,752	419,054	4,302
All Other State Revenues	2,031,520	1,078,475	(953,045)
<b>Total State Revenues</b>	<b>2,446,272</b>	<b>1,497,529</b>	<b>(948,743)</b>
<b>Other Local Revenue Sources</b>			
Superintendent/Commandant Fund	50,000	50,000	0
Prior Year Property Tax Refunds	51,959	0	(51,959.00)
Measure G1	99,628	64,924	(34,704.00)
National Guard Deferred Revenue	95,689	0	(95,689.00)
Community Engagement Initiative	-	70,000	70,000.00
Other Local	74,696	42,420	(32,276.00)
<b>Total Other Local Revenue Sources</b>	<b>371,972</b>	<b>227,344</b>	<b>(144,628)</b>
<b>Total Estimated Revenue</b>	<b>10,887,247</b>	<b>9,869,044</b>	<b>(1,018,203)</b>

## Expenditure Summary

Oakland Military Institute's expenditures total \$10,788,514. Salaries and associated employee benefits account for 64% of the 2024-25 budget. Cadre and consulting services provide support that allows the school to hire fewer administrative and business office staff.



## Personnel Costs

Salary and benefit costs increase 2.64% in 2024-25. Reductions in staff salaries are offset by step and column increases and a 3% cost-of-living-adjustment. Employee benefit costs reflect salary increases, an 8% health and welfare increase, and a 0.55% PERS increase.

	2023-24 Estimated Actuals (X)	2024-25 Original Budget (Y)	Change (Y-X)
CBEDS Enrollment	518	540	22
Average Daily Attendance (ADA)	467	484	17
<b>Certificated Salaries</b>			
Teachers	2,951,450	3,035,509	84,059
Certificated Support	267,974	289,317	21,343
Certificated Admin	611,706	556,345	(55,361)
<b>Total Certificated Salaries</b>	<b>3,831,130</b>	<b>3,881,171</b>	<b>50,041</b>
<b>Classified Salaries</b>			
Instructional Aides	158,357	138,801	(19,556)
Classified Support	386,386	437,854	51,468
Classified Admin	175,508	190,355	14,847
Clerical	237,208	313,720	76,512
Other Classified	13,500	13,500	0
<b>Total Classified Salaries</b>	<b>970,959</b>	<b>1,094,230</b>	<b>123,271</b>
<b>Employee Benefits</b>			
State Teachers Retirement System (STRS)	637,615	683,512	45,897
Public Employee Retirement System (PERS)	311,518	351,137	39,619
OASDI/Medicare	153,738	160,537	6,799
Health and Welfare	628,578	733,309	104,731
State Unemployment Insurance (SUI)	33,460	44,033	10,573
Workers' Compensation	53,153	55,405	2,252
<b>Total Employee Benefits</b>	<b>1,818,062</b>	<b>2,027,933</b>	<b>209,871</b>
<b>Total Salaries and Benefits</b>			
	<b>6,620,151</b>	<b>7,003,334</b>	<b>383,183</b>

## Non-Personnel Costs

Non-personnel costs equal \$3,953,961 in 2024-25. This is a 7.93% reduction in expenses from 2023-24. Several education consultant contracts paid for with one-time funds end in 2023-24. The school also purchased curriculum and other student instructional materials that will not need to be purchased again for three to five years. The reduction in one-time expenses is offset by increased projections for the possible placement of a student in a non-public school setting, legal fees, and nutrition services meals.

	2023-24 Estimated Actuals (X)	2024-25 Original Budget (Y)	Change (Y-X)
<b>Supplies and Materials</b>			
Approved Textbooks and Core Curricula	71,697	39,714	(31,983)
Books and Other Reference Materials	5,000	0	(5,000)
Supplies and Materials	322,722	400,243	77,521
Equipment	30,884	26,000	(4,884)
Food	508,400	531,275	22,875
<b>Total Supplies &amp; Materials</b>	<b>938,703</b>	<b>997,232</b>	<b>58,529</b>
<b>Services &amp; Other Operating Expenses</b>			
Subagreement for Services	111,000	290,000	179,000
Travel and Conference	30,232	63,363	33,131
Dues & Memberships	9,200	13,930	4,730
Insurance	108,281	126,379	18,098
Operations & Housekeeping	416,850	426,803	9,953
Rentals, Leases and Repairs	398,543	405,000	6,457
Professional Services & Other Operating Communications	1,709,899	1,007,219	(702,680)
	96,800	108,053	11,253
<b>Total Services &amp; Other Oper. Expenses</b>	<b>2,880,805</b>	<b>2,440,747</b>	<b>(440,058)</b>
<b>Other Outgo</b>			
Depreciation	451,010	492,898	41,888
Debt Service - Interest	24,214	23,084	(1,130)
<b>Total Other Outgo</b>	<b>475,224</b>	<b>515,982</b>	<b>40,758</b>
<b>Total Estimated Expenditures</b>	<b>4,294,732</b>	<b>3,953,961</b>	<b>(340,771)</b>

### Capital Asset Expenditures

In 2024-25, Oakland Military Institute plans to spend \$350,000 on capital assets. This includes Chromebook and staff computer replacement, a van for student transport, and kitchen upgrades. Capital asset purchases are reflected in cash balances while the depreciation of assets is reflected in the budget.

## Multi-Year Projections

The Original Budget multiyear projections include enrollment increases in 2024-25, 2025-26 and 2026-27 with a 90% average daily attendance to enrollment ratio. The school continues making large investments in recruiting efforts and has a comfortable degree of certainty that enrollment will continue to increase.

Despite the projected increase in enrollment and ADA, the multiyear projections indicate expenses will exceed revenues year-over-year. Oakland Military Institute continues to seek grants to increase revenue and has established a budget committee to review ongoing revenue and expenses.

I have included the multiyear budget projection as well as the cashflow projection.

### BUDGET MYP

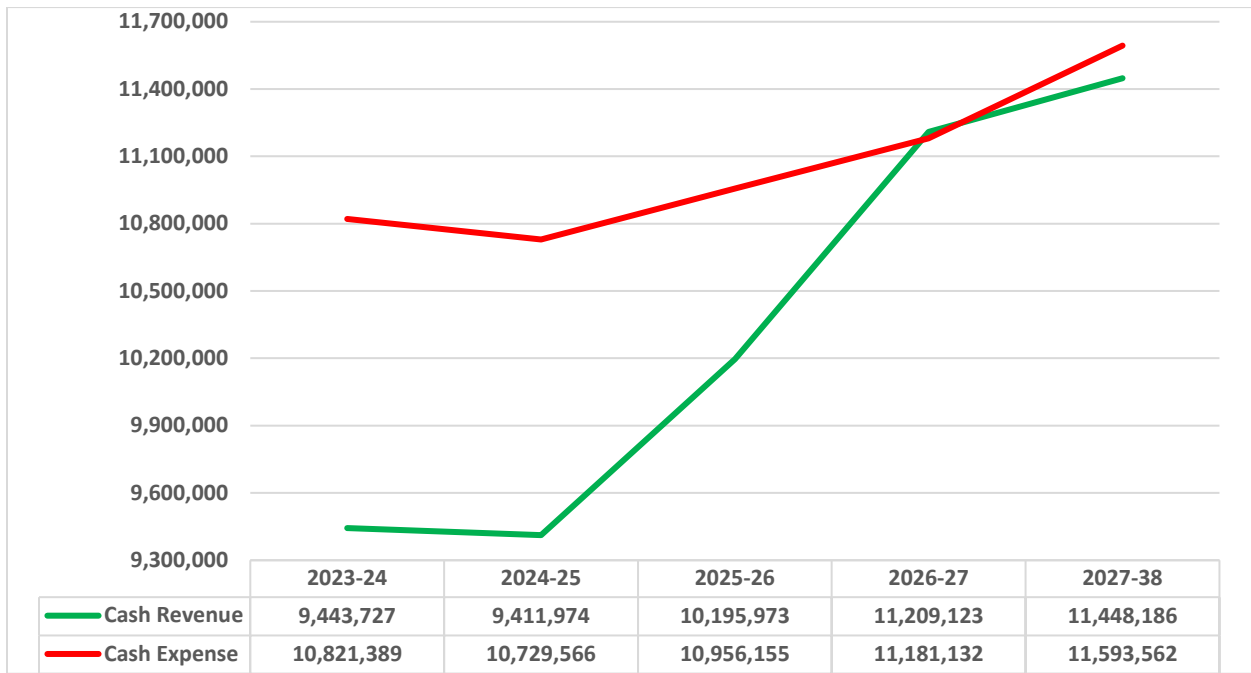
	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Enrollment</b>	<b>520</b>	<b>540</b>	<b>570</b>	<b>600</b>	<b>600</b>
<b>Average Daily Attendance</b>	<b>471</b>	<b>484</b>	<b>513</b>	<b>542</b>	<b>542</b>
<b>COLA</b>	<b>8.22%</b>	<b>1.07%</b>	<b>2.93%</b>	<b>3.08%</b>	<b>3.30%</b>
<b>Beginning Balance</b>	<b>12,077,861</b>	<b>12,050,226</b>	<b>10,961,974</b>	<b>10,181,687</b>	<b>9,829,936</b>
Revenue	10,887,247	9,869,044	10,432,722	11,163,831	11,509,692
Expense	10,914,883	10,957,295	11,213,010	11,515,583	11,932,321
<b>Ending Balance</b>	<b>12,050,226</b>	<b>10,961,974</b>	<b>10,181,687</b>	<b>9,829,936</b>	<b>9,407,307</b>
<i>Excess(Deficiency) revenue over expenses</i>	<i>(27,635)</i>	<i>(1,088,251)</i>	<i>(780,288)</i>	<i>(351,751)</i>	<i>(422,629)</i>
<b>Components of Ending Fund Balance</b>					
Other Assignments	8,415,357	8,427,001	8,279,443	8,070,226	7,868,851
<b>Balance (Reserves)</b>	<b>3,634,869</b>	<b>2,534,973</b>	<b>1,902,244</b>	<b>1,759,710</b>	<b>1,538,456</b>

### CASH MYP

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Enrollment</b>	<b>520</b>	<b>540</b>	<b>570</b>	<b>600</b>	<b>600</b>
<b>Beginning Cash</b>	<b>4,768,840</b>	<b>3,391,178</b>	<b>2,073,586</b>	<b>1,313,404</b>	<b>1,341,395</b>
	9,443,727	9,411,974	10,195,973	11,209,123	11,448,186
	10,821,389	10,729,566	10,956,155	11,181,132	11,593,562
<b>Ending Cash</b>	<b>3,391,178</b>	<b>2,073,586</b>	<b>1,313,404</b>	<b>1,341,395</b>	<b>1,196,019</b>
<i>Excess(Deficiency) revenue over expenses</i>	<i>(1,377,662)</i>	<i>(1,317,592)</i>	<i>(760,182)</i>	<i>27,991</i>	<i>(145,376)</i>



### Cash Multiyear Projection – Revenue to Expense Comparison



### Multi-Year Revenue Projections

The Local Control Funding Formula revenue is projected to increase as a percentage of overall revenue for the school. All Federal one-time funds are spent in this fiscal year. Remaining State one-time funds are spent fully in 2024-25. Measure G-1 local funds are projected through 2027-28 at which time the parcel tax expires. Community Engagement Initiative is included for 2024-25 and 2025-26.

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>COLA</b>	<b>8.22%</b>	<b>1.07%</b>	<b>2.93%</b>	<b>3.08%</b>	<b>3.30%</b>
<b>LCFF</b>	7,104,551	7,477,940	8,158,037	8,856,069	9,148,206
<b>Other State</b>	2,446,272	1,497,529	1,422,559	1,501,596	1,545,200
<b>Federal</b>	964,452	666,231	698,515	722,554	732,674
<b>Local</b>	371,972	157,344	153,612	83,612	83,612
<b>Total</b>	<b>10,887,247</b>	<b>9,799,044</b>	<b>10,432,723</b>	<b>11,163,831</b>	<b>11,509,692</b>

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>LCFF</b>	65.26%	76.31%	78.20%	79.33%	79.48%
<b>Other State</b>	22.47%	15.28%	13.64%	13.45%	13.43%
<b>Federal</b>	8.86%	6.80%	6.70%	6.47%	6.37%
<b>Local</b>	3.42%	1.61%	1.47%	0.75%	0.73%

## Multi-Year Expenditure Projections

Oakland Military Institute increases overall expenses by \$42,412 in the new fiscal year.

	2023-24	2024-25	2025-26	2026-27	2027-28
Certificated Salaries	3,831,130	3,881,171	4,075,230	4,278,991	4,492,941
Classified Salaries	970,959	1,094,230	1,148,267	1,205,005	1,264,580
Employee Benefits	1,818,062	2,027,933	2,136,663	2,258,066	2,402,858
Books and Supplies	938,703	997,232	1,024,170	1,044,490	1,044,834
Services & Other Operating Expenditures	2,880,805	2,440,747	2,321,520	2,240,234	2,246,179
Depreciation	451,010	492,898	485,231	468,043	461,377
Other Outgo*	24,214	23,084	21,930	20,754	19,552
<b>Total Expenditures</b>	<b>10,914,883</b>	<b>10,957,295</b>	<b>11,213,011</b>	<b>11,515,583</b>	<b>11,932,321</b>

### Salaries and Benefits

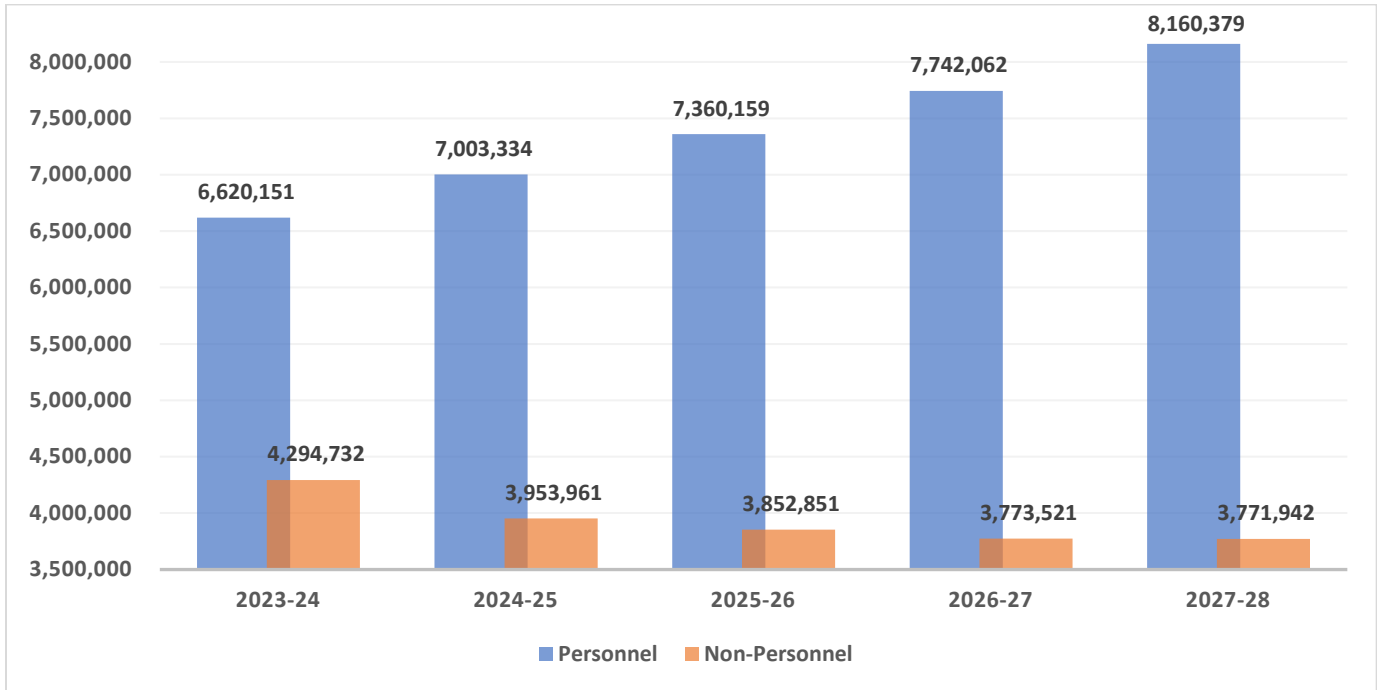
2024-25 staff full-time-equivalency (FTE) is reduced by 7.41 FTE. The cost saving of the reduction in substitutes and academic support staff is offset by the projected 3% cost-of-living adjustment, step-and-column movement and hiring teachers for the vacancies that the staff was helping to cover. New teachers will cost more than full-time substitutes. COLA and step-and-column increases are included in each year's projections.

### Staffing

	2023-24	2024-25	2025-26	2026-27	2027-28
Certificated Teacher	30	28.6	28.6	28.6	28.6
Administration/Management	6	6	6	6	6
Certificated Student Support	3	3	3	3	3
Classified Student Support	5.96	4.45	4.45	4.45	4.45
Maintenance, Operations, Security	6	5	5	5	5
Clerical/Office	3	4	4	4	4
Substitutes/Academic Support	5	1.5	1.5	1.5	1.5
<b>Total</b>	<b>58.96</b>	<b>52.55</b>	<b>52.55</b>	<b>52.55</b>	<b>52.55</b>

### Non-Personnel Expenditures

Non-Personnel Expenditures decrease in 2024-25 primarily from removing expenses paid with one-time funding. This includes professional development consultants, education consultants, and software purchases. As time progresses, there are bumps and dips based on the expenses that are not paid on a yearly basis.



## Considerations

Governor Gavin Newsom's May Revision brings better-than-expected proposals for K-12 education. These proposals rely on state revenue growth, lack of a recession, depletion of the rainy-day fund, and use of one-time funds to fully fund the Local Control Funding Formula. A change to any one of these factors would drastically change the funding outlook for schools. Cash deferrals have not been proposed but we know based on prior experience that it is one more maneuver the state may employ. The business department monitors cashflow monthly and updates projections as new information becomes available.

Oakland Military Institute, College Preparatory Academy's projections were created using information available as of May 22, 2024. The school will meet its 10% cash reserve requirement through fiscal year 2027-28. OMI projections indicate a structural deficit as costs outpace revenue year after year. The school's budget committee continues working to balance the budget through a combination of new revenue sources, increasing enrollment and/or attendance, and reducing expenses. The committee will look at what-if scenarios that include out-year COLA forecasts of 0% and postponing large expenditures.

# Appendix

[2024-25 Second Interim Budget Charter Alt Form](#)

[Original Budget LCFF Calculator](#)

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

**CHARTER SCHOOL CERTIFICATION**

**Charter School Name:** Oakland Military Institute,  
 (name continued) College Preparatory Academy  
**CDS #:** 01-61259-0130617  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 0349  
**Fiscal Year:** 2024-25

(  ) To the entity that approved the charter school:  
 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved by the governing board of the charter school, it includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP), and is hereby filed by the charter school pursuant to Education Code Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Charter School Official  
 (Original signature required)  
 Print Name: Dr. Mary E. Streshly Title: Superintendent

(  ) To the County Superintendent of Schools:  
 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

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

For additional information on the BUDGET, please contact:

For Approving Entity:  
Minh Co  
 Name  
Accounting Manager  
 Title  
510-879-1977  
 Telephone  
minh.co@ousd.org  
 E-mail address

For Charter School:  
Jacque Eischens  
 Name  
Consulting CFO  
 Title  
808-462-8422  
 Telephone  
jeischens@omiacademy.org  
 E-mail address

(  ) 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 ACOE District Advisor

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

**Charter School Name:** Oakland Military Institute,  
 (name continued) College Preparatory Academy  
**CDS #:** 01-61259-0130617  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 0349  
**Budgeting Period:** 2024-25

This charter school uses the following basis of accounting:

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

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>A. REVENUES</b>					
<b>1. LCFF Sources</b>					
State Aid - Current Year	8011	3,609,078.00	3,898,744.00	0.00	3,898,744.00
Education Protection Account State Aid - Current Year	8012	1,751,766.00	1,835,489.00	0.00	1,835,489.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00
Transfer of Charter Schools in Lieu of Property Taxes	8096	1,743,707.00	1,743,707.00		1,743,707.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00
Total, LCFF Sources		7,104,551.00	7,477,940.00	0.00	7,477,940.00
<b>2. Federal Revenues</b>					
Every Student Succeeds Act (Titles I - V)	8290	199,524.00		234,769.00	234,769.00
Special Education - Federal	8181, 8182	59,280.00		67,340.00	67,340.00
Child Nutrition - Federal	8220	347,173.00		364,122.00	364,122.00
Donated Food Commodities	8221	0.00		0.00	0.00
Other Federal Revenues	8110, 8260-8299	358,475.00		0.00	0.00
Total, Federal Revenues		964,452.00	0.00	666,231.00	666,231.00
<b>3. Other State Revenues</b>					
Special Education - State	StateRevSE	414,752.00		419,054.00	419,054.00
All Other State Revenues	StateRevAO	2,031,520.00	106,836.00	971,639.00	1,078,475.00
Total, Other State Revenues		2,446,272.00	106,836.00	1,390,693.00	1,497,529.00
<b>4. Other Local Revenues</b>					
All Other Local Revenues	LocalRevAO	371,972.00	102,606.00	124,738.00	227,344.00
Total, Local Revenues		371,972.00	102,606.00	124,738.00	227,344.00
<b>5. TOTAL REVENUES</b>					
		10,887,247.00	7,687,382.00	2,181,662.00	9,869,044.00
<b>B. EXPENDITURES</b>					
<b>1. Certificated Salaries</b>					
Certificated Teachers' Salaries	1100	2,909,416.00	2,329,441.00	706,068.00	3,035,509.00
Certificated Pupil Support Salaries	1200	267,974.00	141,823.00	147,494.00	289,317.00
Certificated Supervisors' and Administrators' Salaries	1300	611,706.00	486,663.00	69,682.00	556,345.00
Other Certificated Salaries	1900	42,034.00	0.00	0.00	0.00
Total, Certificated Salaries		3,831,130.00	2,957,927.00	923,244.00	3,881,171.00
<b>2. Non-certificated Salaries</b>					
Non-certificated Instructional Aides' Salaries	2100	158,357.00	19,440.00	119,361.00	138,801.00
Non-certificated Support Salaries	2200	386,386.00	388,495.00	49,359.00	437,854.00
Non-certificated Supervisors' and Administrators' Sal.	2300	175,508.00	116,405.00	73,950.00	190,355.00
Clerical and Office Salaries	2400	237,208.00	313,720.00	0.00	313,720.00
Other Non-certificated Salaries	2900	15,000.00	13,500.00	0.00	13,500.00
Total, Non-certificated Salaries		972,459.00	851,560.00	242,670.00	1,094,230.00



**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute,  
(name continued) College Preparatory Academy

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>3. Employee Benefits</b>					
STRS	3101-3102	637,615.00	532,984.00	150,528.00	683,512.00
PERS	3201-3202	311,518.00	264,710.00	86,427.00	351,137.00
OASDI / Medicare / Alternative	3301-3302	153,738.00	120,169.00	40,368.00	160,537.00
Health and Welfare Benefits	3401-3402	628,578.00	556,509.00	176,800.00	733,309.00
Unemployment Insurance	3501-3502	33,460.00	26,409.00	17,624.00	44,033.00
Workers' Compensation Insurance	3601-3602	53,153.00	42,342.00	13,063.00	55,405.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00	0.00
Total, Employee Benefits		1,818,062.00	1,543,123.00	484,810.00	2,027,933.00
<b>4. Books and Supplies</b>					
Approved Textbooks and Core Curricula Materials	4100	71,697.00	9,944.00	29,770.00	39,714.00
Books and Other Reference Materials	4200	5,000.00	0.00	0.00	0.00
Materials and Supplies	4300	322,722.00	293,750.00	106,493.00	400,243.00
Noncapitalized Equipment	4400	30,884.00	26,000.00	0.00	26,000.00
Food	4700	508,400.00	0.00	531,275.00	531,275.00
Total, Books and Supplies		938,703.00	329,694.00	667,538.00	997,232.00
<b>5. Services and Other Operating Expenditures</b>					
Subagreements for Services	5100	111,000.00	15,000.00	275,000.00	290,000.00
Travel and Conferences	5200	30,232.00	53,000.00	10,363.00	63,363.00
Dues and Memberships	5300	9,200.00	13,930.00	0.00	13,930.00
Insurance	5400	108,281.00	126,379.00	0.00	126,379.00
Operations and Housekeeping Services	5500	416,850.00	426,803.00	0.00	426,803.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	398,543.00	245,000.00	160,000.00	405,000.00
Transfers of Direct Costs	5700-5799	0.00	67,705.00	(67,705.00)	0.00
Professional/Consulting Services & Operating Expend.	5800	1,709,899.00	835,046.00	172,173.00	1,007,219.00
Communications	5900	96,800.00	108,053.00	0.00	108,053.00
Total, Services and Other Operating Expenditures		2,880,805.00	1,890,916.00	549,831.00	2,440,747.00
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)</b>					
Land and Improvements of Land	6100-6170	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major					
Expansion of School Libraries	6300	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00
<i>Depreciation Expense (for full accrual basis only)</i>	6900	451,010.00	492,898.00	0.00	492,898.00
Total, Capital Outlay		451,010.00	492,898.00	0.00	492,898.00
<b>7. Other Outgo</b>					
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00	0.00
Transfer of Indirect Costs	7300-7399	0.00	(36,188.00)	36,188.00	0.00
Debt Service:					
Interest	7438	24,214.00	23,084.00	0.00	23,084.00
Principal	7439	0.00	0.00	0.00	0.00
Total, Other Outgo		24,214.00	(13,104.00)	36,188.00	23,084.00
<b>8. TOTAL EXPENDITURES</b>		10,916,383.00	8,053,014.00	2,904,281.00	10,957,295.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(29,136.00)	(365,632.00)	(722,619.00)	(1,088,251.00)

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute,  
(name continued) College Preparatory Academy

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>D. OTHER FINANCING SOURCES / USES</b>					
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	(722,619.00)	722,619.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	(722,619.00)	722,619.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>					
		(29,136.00)	(1,088,251.00)	0.00	(1,088,251.00)
<b>F. FUND BALANCE, RESERVES</b>					
1. Beginning Fund Balance					
a. As of July 1	9791	12,092,976.40	12,048,725.00	0.00	12,048,725.00
b. Adjustments/Restatements to Beginning Balance	9793, 9795	(15,115.40)	0.00	0.00	0.00
c. Adjusted Beginning Balance		12,077,861.00	12,048,725.00	0.00	12,048,725.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		12,048,725.00	10,960,474.00	0.00	10,960,474.00
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711	0.00	0.00		0.00
Stores	9712	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00
b. Restricted	9740	0.00		0.00	0.00
c. Committed					
Stabilization Arrangements	9750	0.00	0.00		0.00
Other Commitments	9760	0.00	0.00		0.00
d. Assigned					
Other Assignments	9780	8,415,357.00	8,427,001.00		8,427,001.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789	1,091,638.00	1,095,729.00	0.00	1,095,729.00
Unassigned / Unappropriated Amount	9790	2,541,730.00	1,437,744.00	0.00	1,437,744.00

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

**Charter School Name:** Oakland Military Institute,  
 (name continued) College Preparatory Academy  
**CDS #:** 01-61259-0130617  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 0349  
**Fiscal Year:** 2024-25

This charter school uses the following basis of accounting:

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

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
<b>A. REVENUES</b>						
1. LCFF Sources						
State Aid - Current Year	8011	3,898,744.00	0.00	3,898,744.00	4,411,861.00	4,931,530.00
Education Protection Account State Aid - Current Year	8012	1,835,489.00	0.00	1,835,489.00	2,002,469.00	2,180,832.00
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	1,743,707.00	0.00	1,743,707.00	1,743,707.00	1,743,707.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, LCFF Sources		7,477,940.00	0.00	7,477,940.00	8,158,037.00	8,856,069.00
2. Federal Revenues						
Every Student Succeeds Act (Titles I - V)	8290	0.00	234,769.00	234,769.00	230,033.00	239,392.00
Special Education - Federal	8181, 8182	0.00	67,340.00	67,340.00	70,200.00	74,880.00
Child Nutrition - Federal	8220	0.00	364,122.00	364,122.00	398,282.00	408,282.00
Donated Food Commodities	8221	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00	0.00	0.00
Total, Federal Revenues		0.00	666,231.00	666,231.00	698,515.00	722,554.00
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	419,054.00	419,054.00	438,127.00	512,965.00
All Other State Revenues	StateRevAO	106,836.00	971,639.00	1,078,475.00	984,432.00	988,631.00
Total, Other State Revenues		106,836.00	1,390,693.00	1,497,529.00	1,422,559.00	1,501,596.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	102,606.00	124,738.00	227,344.00	153,612.00	83,612.00
Total, Local Revenues		102,606.00	124,738.00	227,344.00	153,612.00	83,612.00
5. TOTAL REVENUES						
		7,687,382.00	2,181,662.00	9,869,044.00	10,432,723.00	11,163,831.00
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,329,441.00	706,068.00	3,035,509.00	3,187,284.00	3,346,649.00
Certificated Pupil Support Salaries	1200	141,823.00	147,494.00	289,317.00	303,783.00	318,972.00
Certificated Supervisors' and Administrators' Salaries	1300	486,663.00	69,682.00	556,345.00	584,162.00	613,370.00
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00	0.00
Total, Certificated Salaries		2,957,927.00	923,244.00	3,881,171.00	4,075,229.00	4,278,991.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	19,440.00	119,361.00	138,801.00	145,741.00	153,028.00
Non-certificated Support Salaries	2200	388,495.00	49,359.00	437,854.00	459,747.00	482,734.00
Non-certificated Supervisors' and Administrators' Sal.	2300	116,405.00	73,950.00	190,355.00	199,873.00	209,866.00
Clerical and Office Salaries	2400	313,720.00	0.00	313,720.00	329,406.00	345,876.00
Other Non-certificated Salaries	2900	13,500.00	0.00	13,500.00	13,500.00	13,500.00
Total, Non-certificated Salaries		851,560.00	242,670.00	1,094,230.00	1,148,267.00	1,205,004.00

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute,  
(name continued) College Preparatory Academy

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	532,984.00	150,528.00	683,512.00	717,688.00	757,160.00
PERS	3201-3202	264,710.00	86,427.00	351,137.00	368,694.00	388,972.00
OASDI / Medicare / Alternative	3301-3302	120,169.00	40,368.00	160,537.00	168,564.00	177,835.00
Health and Welfare Benefits	3401-3402	556,509.00	176,800.00	733,309.00	777,308.00	823,946.00
Unemployment Insurance	3501-3502	26,409.00	17,624.00	44,033.00	46,235.00	48,778.00
Workers' Compensation Insurance	3601-3602	42,342.00	13,063.00	55,405.00	58,175.00	61,375.00
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		1,543,123.00	484,810.00	2,027,933.00	2,136,664.00	2,258,066.00
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	9,944.00	29,770.00	39,714.00	40,506.00	40,805.00
Books and Other Reference Materials	4200	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	4300	293,750.00	106,493.00	400,243.00	422,864.00	427,897.00
Noncapitalized Equipment	4400	26,000.00	0.00	26,000.00	15,000.00	15,000.00
Food	4700	0.00	531,275.00	531,275.00	545,800.00	560,788.00
Total, Books and Supplies		329,694.00	667,538.00	997,232.00	1,024,170.00	1,044,490.00
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	15,000.00	275,000.00	290,000.00	275,000.00	275,000.00
Travel and Conferences	5200	53,000.00	10,363.00	63,363.00	25,000.00	25,000.00
Dues and Memberships	5300	13,930.00	0.00	13,930.00	14,148.00	14,455.00
Insurance	5400	126,379.00	0.00	126,379.00	130,200.00	136,000.00
Operations and Housekeeping Services	5500	426,803.00	0.00	426,803.00	470,487.00	480,252.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	245,000.00	160,000.00	405,000.00	388,936.00	388,936.00
Transfers of Direct Costs	5700-5799	67,705.00	(67,705.00)	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	835,046.00	172,173.00	1,007,219.00	910,066.00	810,000.00
Communications	5900	108,053.00	0.00	108,053.00	107,683.00	110,591.00
Total, Services and Other Operating Expenditures		1,890,916.00	549,831.00	2,440,747.00	2,321,520.00	2,240,234.00
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)</b>						
Land and Improvements of Land	6100-6170	0.00	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00
Depreciation Expense (for full accrual only)	6900	492,898.00	0.00	492,898.00	485,231.00	468,043.00
Total, Capital Outlay		492,898.00	0.00	492,898.00	485,231.00	468,043.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	(36,188.00)	36,188.00	0.00	0.00	0.00
Debt Service:						
Interest	7438	23,084.00	0.00	23,084.00	21,930.00	20,754.00
Principal	7439	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		(13,104.00)	36,188.00	23,084.00	21,930.00	20,754.00
<b>8. TOTAL EXPENDITURES</b>		8,053,014.00	2,904,281.00	10,957,295.00	11,213,011.00	11,515,582.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(365,632.00)	(722,619.00)	(1,088,251.00)	(780,288.00)	(351,751.00)

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute,  
(name continued) College Preparatory Academy

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
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	(722,619.00)	722,619.00	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(722,619.00)	722,619.00	0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		(1,088,251.00)	0.00	(1,088,251.00)	(780,288.00)	(351,751.00)
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	12,048,725.00	0.00	12,048,725.00	10,960,474.00	10,180,186.00
b. Adjustments to Beginning Balance	9793, 9795	0.00	0.00	0.00		
c. Adjusted Beginning Balance		12,048,725.00	0.00	12,048,725.00	10,960,474.00	10,180,186.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		10,960,474.00	0.00	10,960,474.00	10,180,186.00	9,828,435.00
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0.00		0.00	0.00	0.00
Stores	9712	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00	0.00
b. Restricted	9740		0.00	0.00	0.00	0.00
c. Committed						
Stabilization Arrangements	9750	0.00		0.00	0.00	0.00
Other Commitments	9760	0.00		0.00	0.00	0.00
d. Assigned						
Other Assignments	9780	8,427,001.00		8,427,001.00	8,279,443.00	8,070,226.00
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	1,095,729.00	0.00	1,095,729.00	1,090,079.00	1,151,558.00
Undesignated / Unappropriated Amount	9790	1,437,744.00	0.00	1,437,744.00	810,664.00	606,651.00

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Oakland Military Institute, College Preparatory Academy (130617)					
	2023-24	2024-25	2025-26	2026-27	2027-28
<b>General Assumptions</b>					
COLA & Augmentation	8.22%	1.07%	2.93%	3.08%	3.30%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%
Student Assumptions:					
Enrollment Count	518	540	570	600	600
Unduplicated Pupil Count (UPC)	480	486	513	540	540
Unduplicated Pupil Percentage (UPP)	84.72%	88.84%	90.85%	90.00%	90.00%
Current Year LCFF Average Daily Attendance (ADA)	466.87	484.00	513.00	542.00	542.00
Funded LCFF ADA	466.87	484.00	513.00	542.00	542.00
LCFF ADA Funding Method	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
<b>LCFF Entitlement Summary</b>					
Base Grant	\$5,250,060	\$5,492,997	\$5,977,050	\$6,498,351	\$6,712,728
Grade Span Adjustment	81,585	84,372	89,375	95,475	98,610
<i>Adjusted Base Grant</i>	\$5,331,645	\$5,577,369	\$6,066,425	\$6,593,826	\$6,811,338
Supplemental Grant	903,395	990,986	1,102,269	1,186,889	1,226,041
Concentration Grant	869,511	909,585	989,343	1,075,354	1,110,827
<b>Total Base, Supplemental and Concentration Grant</b>	<b>\$7,104,551</b>	<b>\$7,477,940</b>	<b>\$8,158,037</b>	<b>\$8,856,069</b>	<b>\$9,148,206</b>
<b>LCFF Sources Summary</b>					
<b>Funding Source Summary</b>					
Local Revenue ( <i>net of In-Lieu of Property Taxes</i> )	\$ -	\$ -	\$ -	\$ -	\$ -
Education Protection Account Entitlement ( <i>includes \$200/minimum per ADA</i> )	\$ 1,751,766	\$ 1,835,489	\$ 2,002,469	\$ 2,180,832	\$ 2,252,800
Net State Aid ( <i>excludes Additional State Aid</i> )	\$ 5,352,785	\$ 5,642,451	\$ 6,155,568	\$ 6,675,237	\$ 6,895,406
Additional State Aid	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 7,104,551</b>	<b>\$ 7,477,940</b>	<b>\$ 8,158,037</b>	<b>\$ 8,856,069</b>	<b>\$ 9,148,206</b>
<b>Funding Source by Resource-Object</b>					
State Aid (Resource Code 0000, Object Code 8011)	\$ 3,609,078	\$ 3,898,744	\$ 4,411,861	\$ 4,931,530	\$ 5,151,699
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	\$ 1,751,766	\$ 1,835,489	\$ 2,002,469	\$ 2,180,832	\$ 2,252,800
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	\$ 2,996	\$ -	\$ -	\$ -	\$ -
Property Taxes (Object 8021 to 8089)	\$ -	\$ -	\$ -	\$ -	\$ -
In-Lieu of Property Taxes (Object Code 8096)	1,743,707	1,743,707	1,743,707	1,743,707	1,743,707
<b>LCAP Percentage to Increase or Improve Services Calculation</b>					
Base Grant ( <i>Excludes add-ons for TIIG &amp; Transportation</i> )	\$ 5,331,645	\$ 5,577,369	\$ 6,066,425	\$ 6,593,826	\$ 6,811,338
Supplemental and Concentration Grant funding in the LCAP year	\$ 1,772,906	\$ 1,900,571	\$ 2,091,612	\$ 2,262,243	\$ 2,336,868
Projected Additional 15% Concentration Grant funding in the LCAP year	\$ 200,656	\$ 209,904	\$ 228,310	\$ 248,159	\$ 256,345
Percentage to Increase or Improve Services	33.25%	34.08%	34.48%	34.31%	34.31%

Oakland Military Institute, College Preparatory Academy (130617)						
	2023-24	2024-25	2025-26	2026-27	2027-28	
<b>PER-ADA FUNDING LEVELS</b>						
<b>Base, Supplemental and Concentration Rate per ADA</b>						
Grades TK-3	\$ 14,592.48	\$ 14,839.59	\$ 15,319.79	\$ 15,771.85	\$ 16,292.96	
Grades 4-6	\$ 13,417.19	\$ 13,644.97	\$ 14,086.62	\$ 14,502.63	\$ 14,980.77	
Grades 7-8	\$ 13,814.29	\$ 14,048.54	\$ 14,503.51	\$ 14,931.08	\$ 15,423.99	
Grades 9-12	\$ 16,426.04	\$ 16,705.93	\$ 17,246.87	\$ 17,755.58	\$ 18,341.17	
<b>Base Grants</b>						
Grades TK-3	\$ 9,919	\$ 10,025	\$ 10,319	\$ 10,637	\$ 10,988	
Grades 4-6	\$ 10,069	\$ 10,177	\$ 10,475	\$ 10,798	\$ 11,154	
Grades 7-8	\$ 10,367	\$ 10,478	\$ 10,785	\$ 11,117	\$ 11,484	
Grades 9-12	\$ 12,015	\$ 12,144	\$ 12,500	\$ 12,885	\$ 13,310	
<b>Grade Span Adjustment</b>						
Grades TK-3	\$ 1,032	\$ 1,043	\$ 1,073	\$ 1,106	\$ 1,143	
Grades 9-12	\$ 312	\$ 316	\$ 325	\$ 335	\$ 346	
<b>Supplemental Grant</b>						
	20%	20%	20%	20%	20%	
<b>Maximum - 1.00 ADA, 100% UPP</b>						
Grades TK-3	\$ 2,190	\$ 2,214	\$ 2,278	\$ 2,349	\$ 2,426	
Grades 4-6	\$ 2,014	\$ 2,035	\$ 2,095	\$ 2,160	\$ 2,231	
Grades 7-8	\$ 2,073	\$ 2,096	\$ 2,157	\$ 2,223	\$ 2,297	
Grades 9-12	\$ 2,465	\$ 2,492	\$ 2,565	\$ 2,644	\$ 2,731	
<b>Actual - 1.00 ADA, Local UPP as follows:</b>						
	84.72%	88.84%	90.85%	90.00%	90.00%	
Grades TK-3	\$ 1,856	\$ 1,967	\$ 2,070	\$ 2,114	\$ 2,184	
Grades 4-6	\$ 1,706	\$ 1,808	\$ 1,903	\$ 1,944	\$ 2,008	
Grades 7-8	\$ 1,757	\$ 1,862	\$ 1,960	\$ 2,001	\$ 2,067	
Grades 9-12	\$ 2,089	\$ 2,214	\$ 2,330	\$ 2,380	\$ 2,458	
<b>Concentration Grant (&gt;55% population)</b>						
	65%	65%	65%	65%	65%	
<b>Maximum - 1.00 ADA, 100% UPP</b>						
Grades TK-3	\$ 7,118	\$ 7,194	\$ 7,405	\$ 7,633	\$ 7,885	
Grades 4-6	\$ 6,545	\$ 6,615	\$ 6,809	\$ 7,019	\$ 7,250	
Grades 7-8	\$ 6,739	\$ 6,811	\$ 7,010	\$ 7,226	\$ 7,465	
Grades 9-12	\$ 8,013	\$ 8,099	\$ 8,336	\$ 8,593	\$ 8,876	
<b>Actual - 1.00 ADA, Local UPP &gt;55% as follows:</b>						
	25.0900%	25.0900%	25.0900%	25.0900%	25.0900%	
Grades TK-3	\$ 1,786	\$ 1,805	\$ 1,858	\$ 1,915	\$ 1,978	
Grades 4-6	\$ 1,642	\$ 1,660	\$ 1,708	\$ 1,761	\$ 1,819	
Grades 7-8	\$ 1,691	\$ 1,709	\$ 1,759	\$ 1,813	\$ 1,873	
Grades 9-12	\$ 2,010	\$ 2,032	\$ 2,092	\$ 2,156	\$ 2,227	

# Oakland Military Institute College Preparatory Academy Meeting of the Governing Board 2024-2025 Original Budget June 4, 2024

Presented by Jacque Eischens  
schoolAbility CBO Support Services



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# TODAY'S TOPICS

**Governor's May Revision**



**Original Budget**



**Multiyear Projection**



# Governor's May Revision

# May Revision Highlights

**Minimal information released**

**Assumes small growth in 2024-25; slightly higher growth thereafter**

**8.4 billion of “Prop 98 Rainy Day Fund” used**

**1.07% Cost-of-living adjustment (COLA) fully funded with one-time dollars**

**\$189.9 million proposed to fully fund universal meals program**

**Cuts to Charter School Facilities Grant Program**

# May Revision Downside Risks

Many factors at play that could trigger recession

2024-25 revenues could easily swing +/- \$15 billion

Relies on one-time funds and entire Prop 98 reserve

State budget shows structural deficit

# Original Budget

# Original Budget Summary

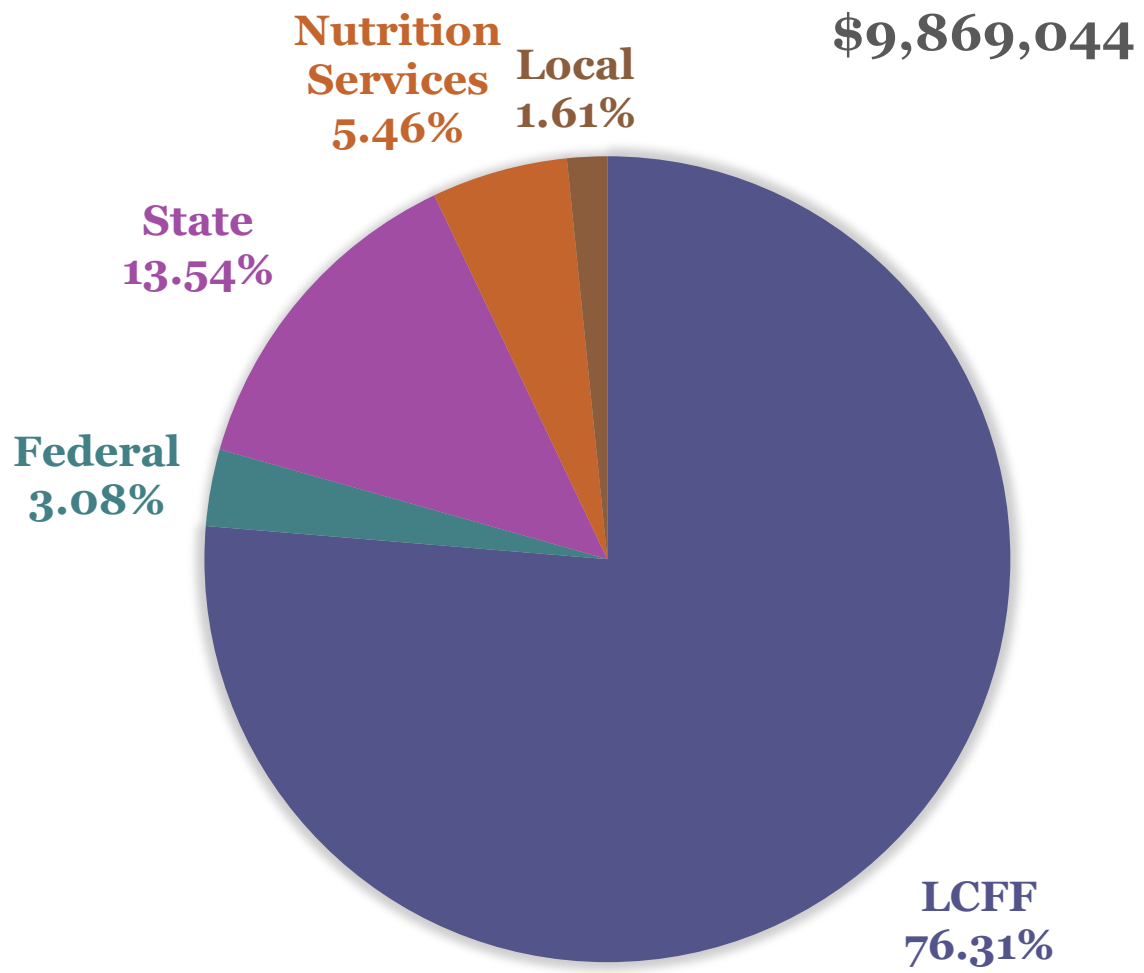
	2024-25
<b>Enrollment</b>	<b>540</b>
<b>Average Daily Attendance</b>	<b>484</b>
<b>Beginning Fund Balance</b>	
<b>Beginning Fund Balance</b>	<b>12,050,226</b>
Revenue	9,869,044
Expenditure	10,957,295
<b>Ending Fund Balance</b>	<b>10,961,975</b>
<i>Excess (Deficiency) of revenues over expenses</i>	<i>(1,088,251)</i>
<b>Components of Ending Fund Balance</b>	
Other Assignments	8,710,532
<b>Balance</b>	<b>2,251,443</b>

CASH PROJECTION	2024-25
<b>Beginning Cash</b>	<b>3,391,178</b>
Revenue	9,411,974
Expense	10,729,566
<b>Ending Cash</b>	<b>2,073,586</b>

# Original Budget Comparison to Prior Year

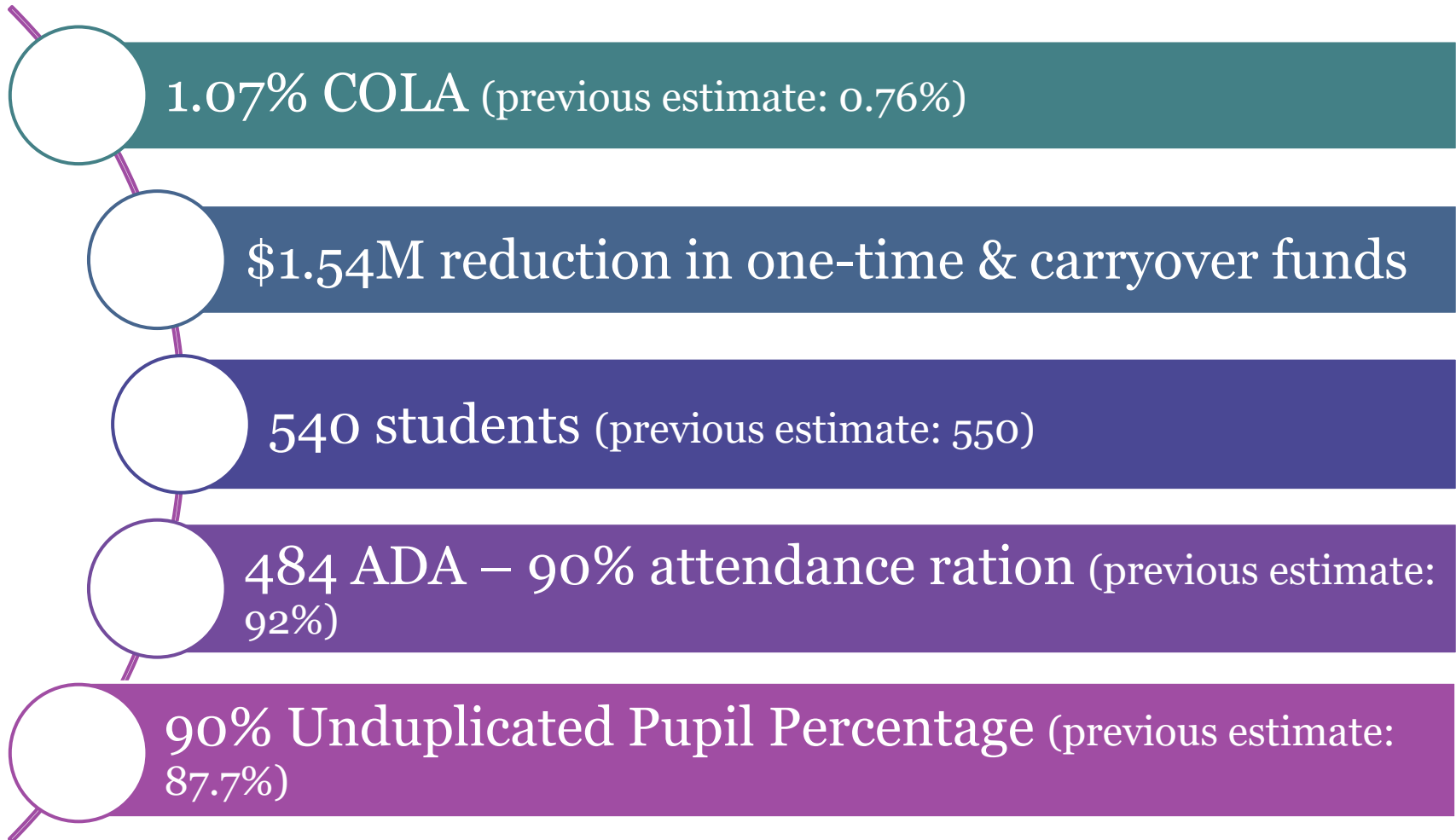
	2023-24 Est. Actuals	2024-25 Original Budget	\$ Difference	% Difference
<b>Enrollment</b>	<b>520</b>	<b>540</b>		
<b>Average Daily Attendance</b>	<b>485</b>	<b>484</b>		
<b>Beginning Fund Balance</b>	<b>12,077,861</b>	<b>12,050,226</b>	<b>(27,635)</b>	<b>-0.23%</b>
Revenue	10,887,247	9,869,044	<b>(1,018,203)</b>	<b>-9.35%</b>
Expenditure	10,914,883	10,957,295	<b>42,412</b>	<b>0.39%</b>
<b>Ending Fund Balance</b>	<b>12,050,225</b>	<b>10,961,975</b>	<b>(1,088,250)</b>	<b>-9.03%</b>
<i>Excess (Deficiency) of revenues over expenses</i>	<i>(27,636)</i>	<i>(1,088,251)</i>	<i>(1,060,615)</i>	
<b>Components of Ending Fund Balance</b>				
Other Assignments	8,415,357	8,427,001	11,644	0.14%
<b>Balance (Reserves)</b>	<b>3,634,868</b>	<b>2,534,974</b>	<b>(1,099,894)</b>	

# Original Budget Revenue

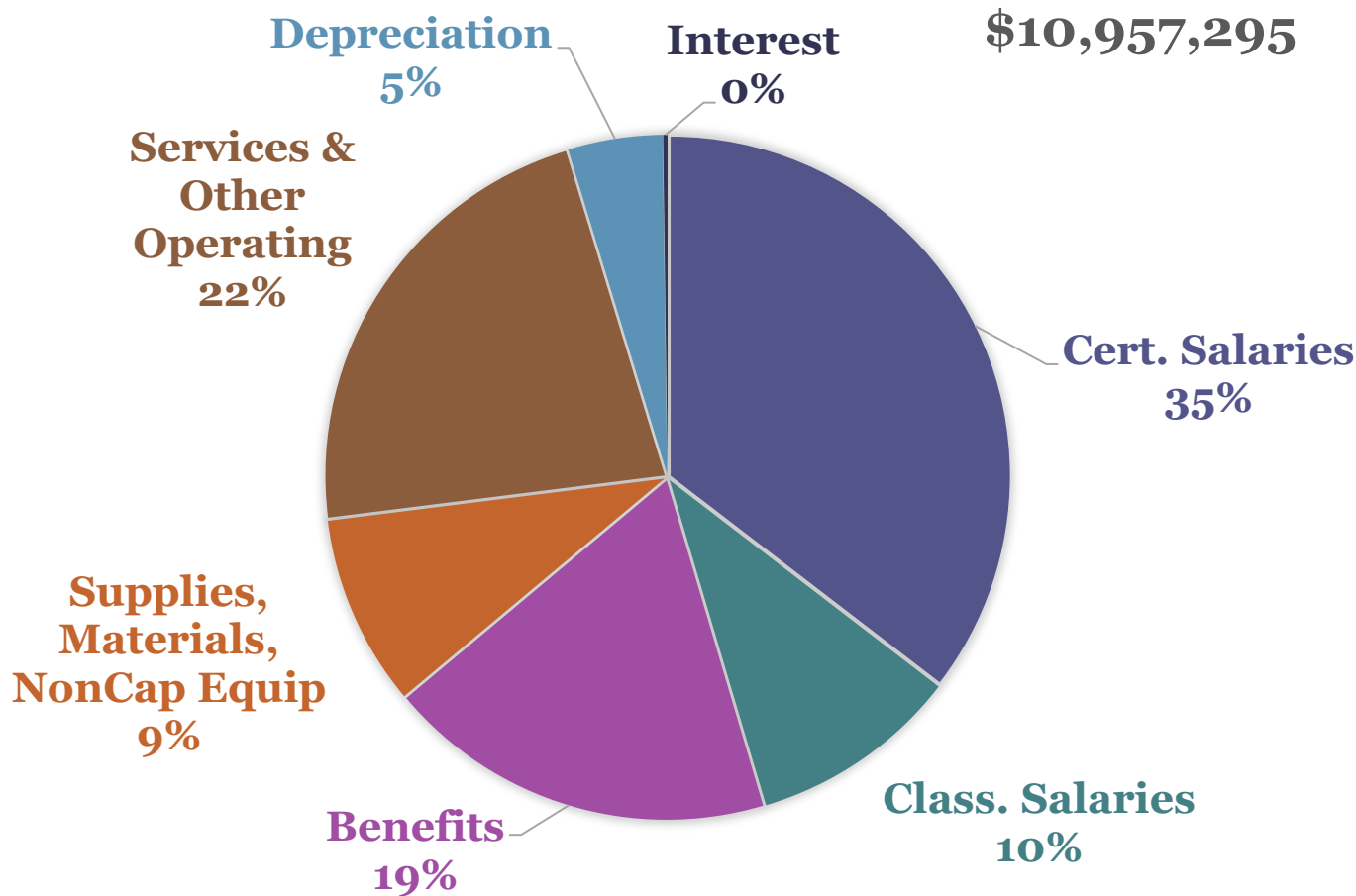




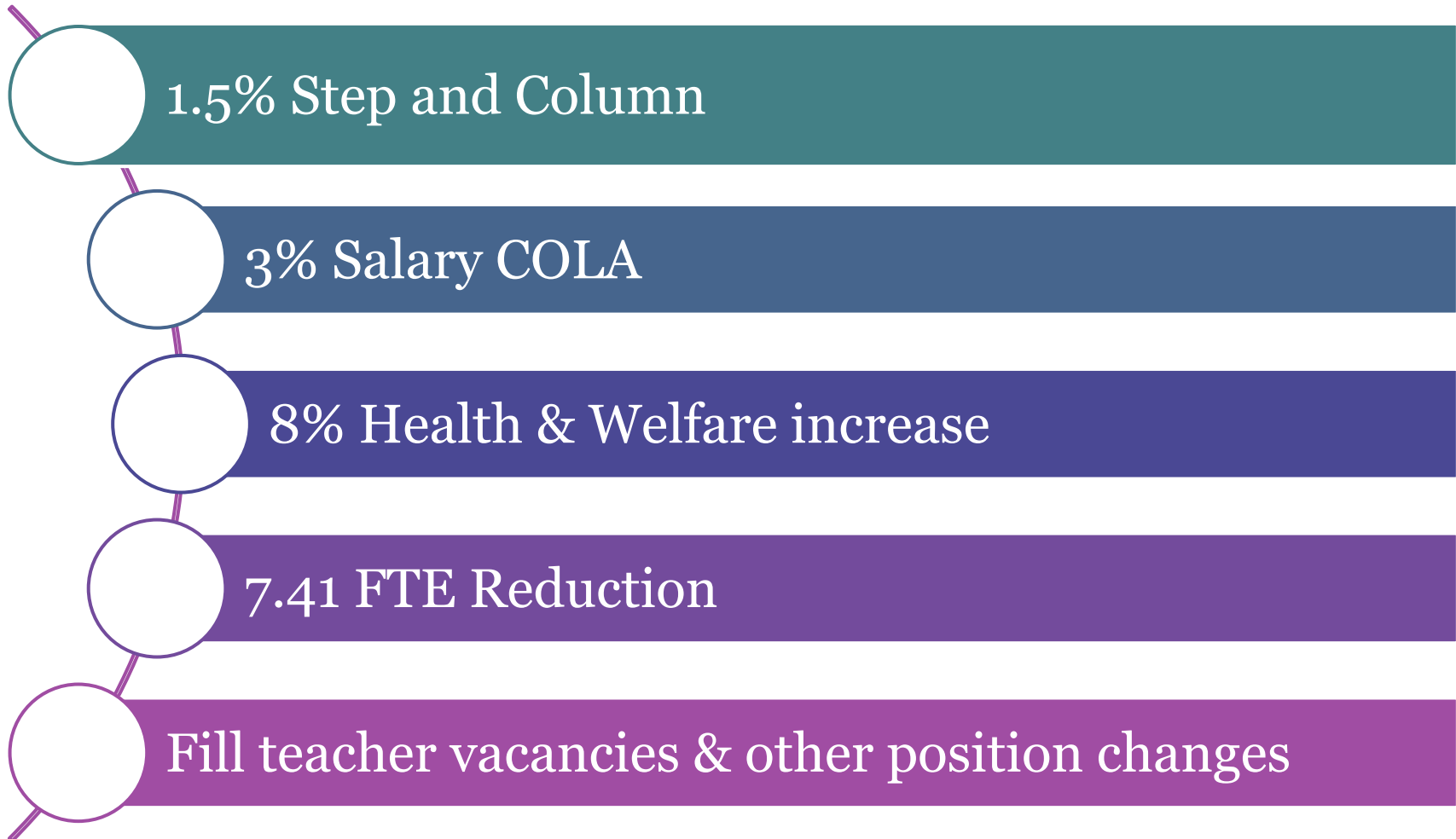
# Budget Assumptions - Revenue



# Second Interim Expenditures



# Budget Assumptions Personnel Expenses



# Budget Assumptions Non-Personnel Expenses

- \$151,300 decrease in professional development consultants
- \$160,700 decrease in curriculum and educational software
- \$98,000 decrease in military supplies & services
- \$175,000 increase in services for Students with Special Needs
- \$58,529 increase for student meals & other supplies and materials

# MULTIYEAR PROJECTION

# Multiyear Planning Factors

	2023-24	2024-25	2025-26	2025-26	2026-27
COLA	8.22%	1.07%	2.73%	3.11%	3.17%
Lottery per ADA	\$249	\$249	\$249	\$249	\$249
Mandated Block Grant					
K-8 per ADA	\$19.85	\$20.06	\$20.65	\$21.28	\$21.99
9-12 per ADA	\$55.17	\$55.76	\$57.39	\$59.16	\$61.11
CalSTRS	19.10%	19.10%	19.10%	19.10%	19.10%
CalPERS	26.68%	27.05%	27.60%	28.00%	29.20%

# Budget Multiyear Projection

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Enrollment</b>	520	540	570	600	600
<b>Average Daily Attendance</b>	471	484	513	542	542
<b>COLA</b>	8.22%	1.07%	2.93%	3.08%	3.30%
<b>Beginning Balance</b>	12,077,861	12,050,226	10,961,974	10,181,687	9,829,936
Revenue	10,887,247	9,869,044	10,432,722	11,163,831	11,509,692
Expense	10,914,883	10,957,295	11,213,010	11,515,583	11,932,321
<b>Ending Balance</b>	12,050,226	10,961,974	10,181,687	9,829,936	9,407,307
<i>Excess(Deficiency) revenue over expenses</i>	(27,635)	(1,088,251)	(780,288)	(351,751)	(422,629)
<b>Components of Ending Fund Balance</b>					
Other Assignments	8,415,357	8,427,001	8,279,443	8,070,226	7,868,851
<b>Balance (Reserves)</b>	3,634,869	2,534,973	1,902,244	1,759,710	1,538,456

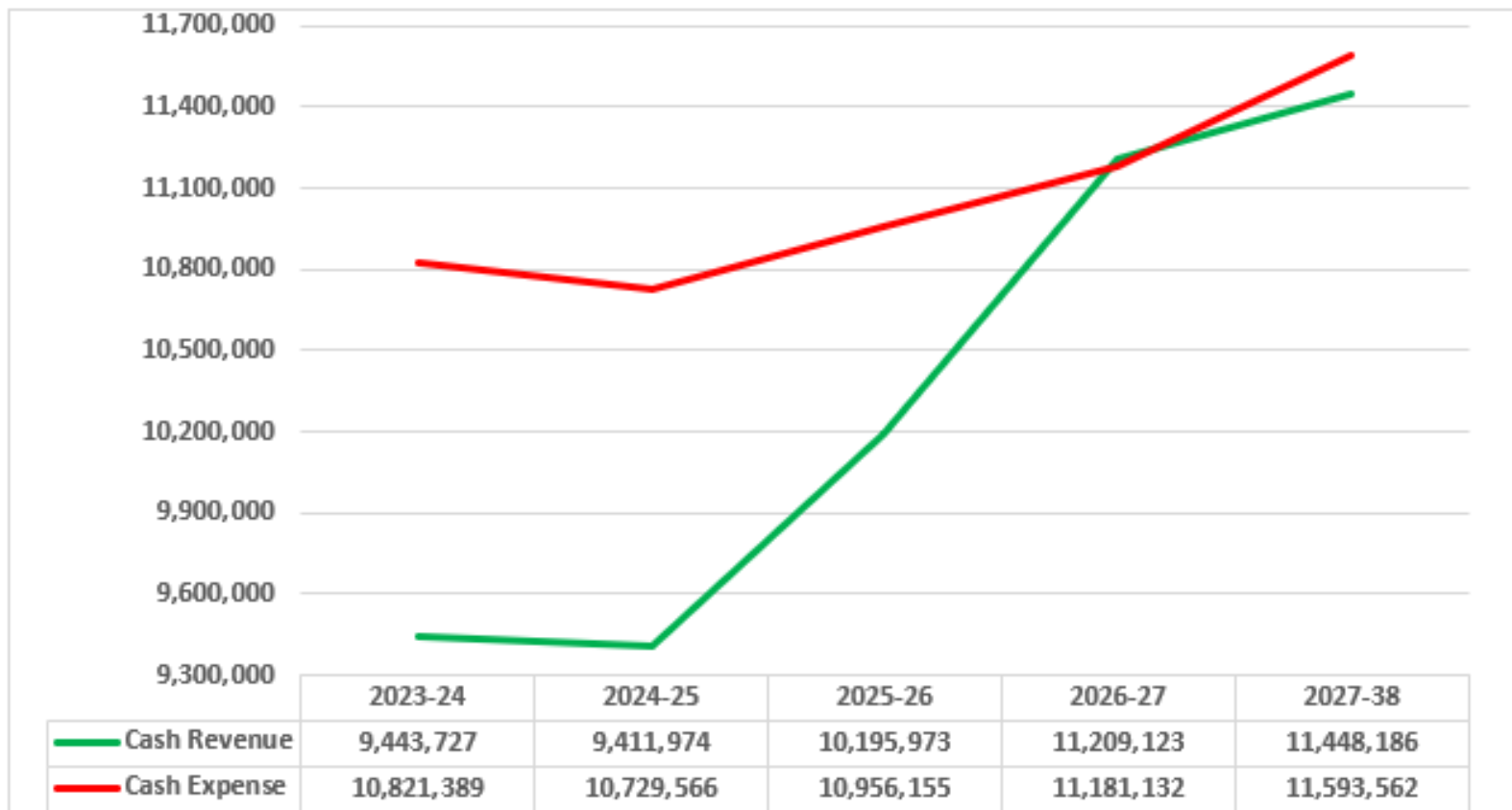
# Cash Multiyear Projection

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Enrollment</b>	<b>520</b>	<b>540</b>	<b>570</b>	<b>600</b>	<b>600</b>
<b>Beginning Cash</b>	<b>4,768,840</b>	<b>3,391,178</b>	<b>2,073,586</b>	<b>1,313,404</b>	<b>1,341,395</b>
	9,443,727	9,411,974	10,195,973	11,209,123	11,448,186
	10,821,389	10,729,566	10,956,155	11,181,132	11,593,562
<b>Ending Cash</b>	<b>3,391,178</b>	<b>2,073,586</b>	<b>1,313,404</b>	<b>1,341,395</b>	<b>1,196,019</b>
<i>Excess(Deficiency) revenue over expenses</i>	<i>(1,377,662)</i>	<i>(1,317,592)</i>	<i>(760,182)</i>	<i>27,991</i>	<i>(145,376)</i>



# Cash Multiyear Projection

**Cash Multiyear Projection – Revenue to Expense Comparison**



# MULTIYEAR REVENUE PROJECTIONS

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>COLA</b>	<b>8.22%</b>	<b>1.07%</b>	<b>2.93%</b>	<b>3.08%</b>	<b>3.30%</b>
<b>LCFF</b>	7,104,551	7,477,940	8,158,037	8,856,069	9,148,206
<b>Other State</b>	2,446,272	1,497,529	1,422,559	1,501,596	1,545,200
<b>Federal</b>	964,452	666,231	698,515	722,554	732,674
<b>Local</b>	371,972	157,344	153,612	83,612	83,612
<b>Total</b>	<b>10,887,247</b>	<b>9,799,044</b>	<b>10,432,723</b>	<b>11,163,831</b>	<b>11,509,692</b>

# Attendance & Enrollment Data

Enrollment Change from Census Day to P-2			
	2021-22	2022-23	2023-24
Grade 6	-9	-3	-7
Grade 7	-8	-4	-4
Grade 8	-6	-5	-10
Grade 9	-11	-1	-4
Grade 10	-5	-6	-13
Grade 11	-12	1	-2
Grade 12	-2	0	-1
<b>Total Change</b>	<b>-53</b>	<b>-18</b>	<b>-41</b>

Attendance Ratio			
<i>*Grade level attendance not available for 2021-22</i>			
	2021-22*	2022-23	2023-24
Grade 6	92%	91%	91%
Grade 7		90%	91%
Grade 8	95%	89%	88%
Grade 9		95%	93%
Grade 10		91%	84%
Grade 11		94%	92%
Grade 12	94%	94%	90%
<b>School Ratio</b>	<b>90%</b>	<b>92%</b>	<b>90%</b>

# MULTIYEAR EXPENDITURE PROJECTIONS

	2023-24	2024-25	2025-26	2026-27	2027-28
Certificated Salaries	3,831,130	3,881,171	4,075,230	4,278,991	4,492,941
Classified Salaries	970,959	1,094,230	1,148,267	1,205,005	1,264,580
Employee Benefits	1,818,062	2,027,933	2,136,663	2,258,066	2,402,858
Books and Supplies	938,703	997,232	1,024,170	1,044,490	1,044,834
Services & Other Operating Expenditures	2,880,805	2,440,747	2,321,520	2,240,234	2,246,179
Depreciation	451,010	492,898	485,231	468,043	461,377
Other Outgo*	24,214	23,084	21,930	20,754	19,552
<b>Total Expenditures</b>	<b>10,914,883</b>	<b>10,957,295</b>	<b>11,213,011</b>	<b>11,515,583</b>	<b>11,932,321</b>

# MULTIYEAR EXPENDITURE PROJECTIONS

## All Projection Years

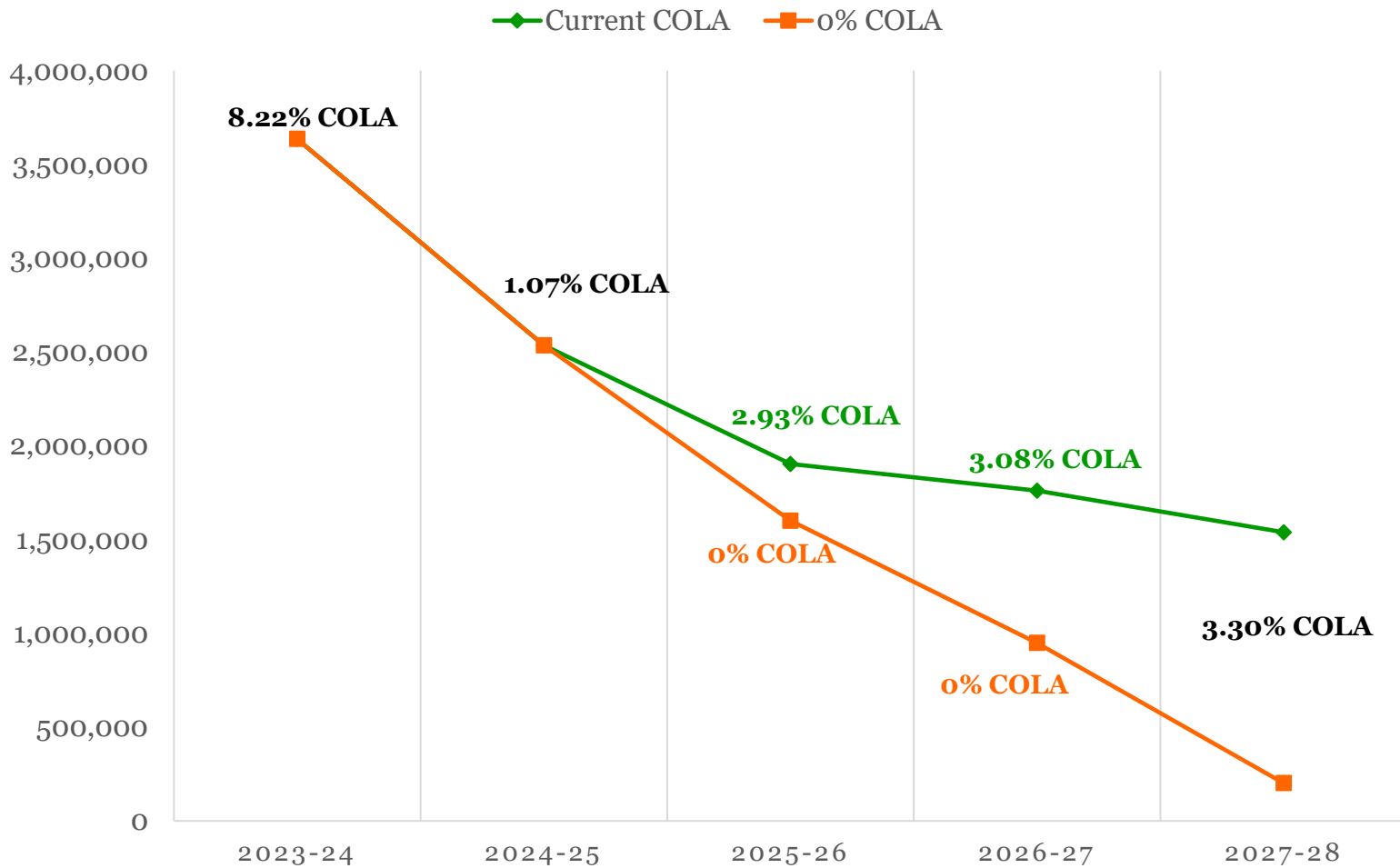
- 2% Step and Column & 3% Salary COLA increases
- 200 Chromebooks
- 20 Staff Computers
- 5.00% to 8.00% increase in health and welfare benefits
- Maintain 2024-25 staff FTE

# Budget Multiyear Projection

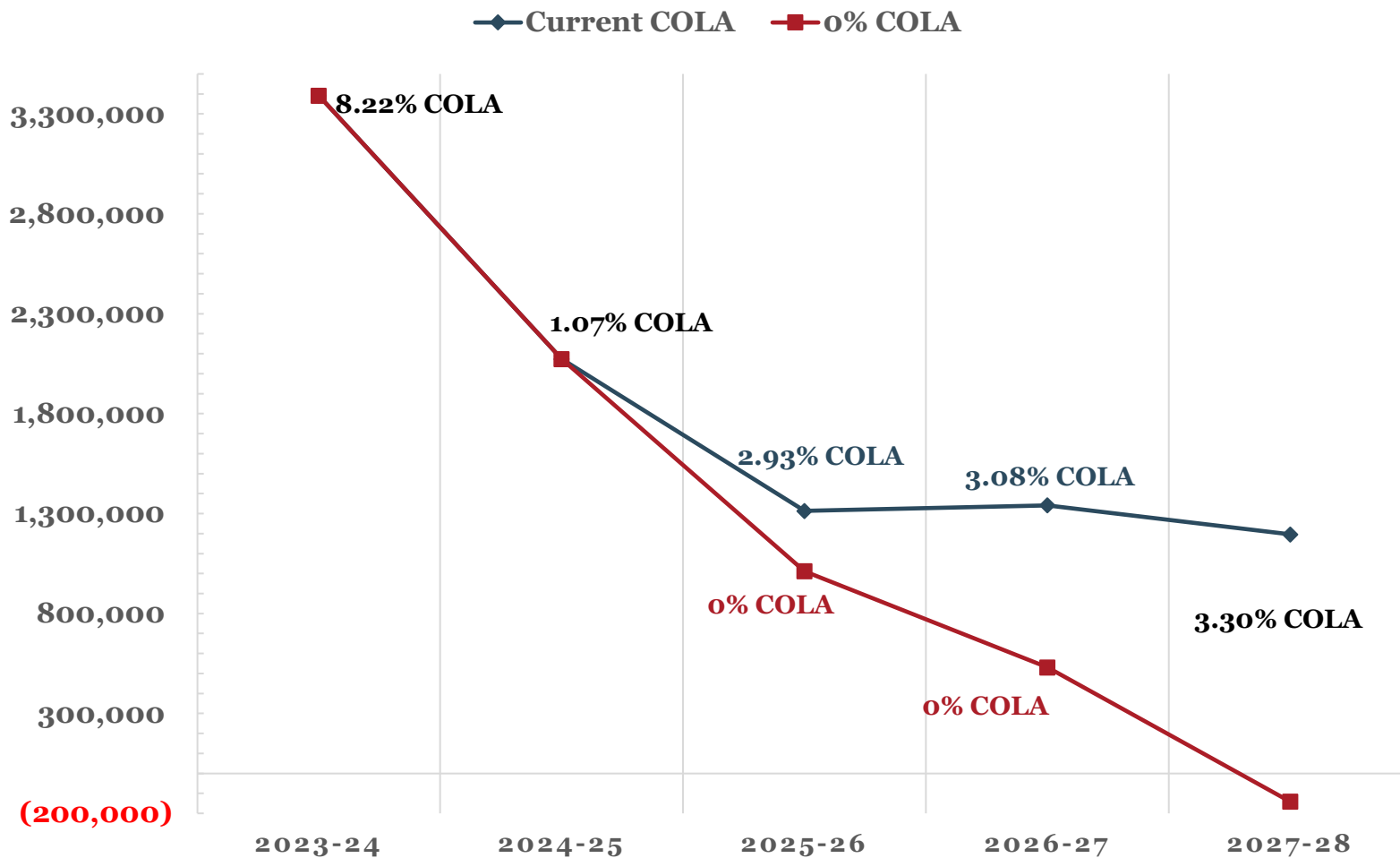
## 0% COLA in Two Out-Years

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Enrollment</b>	<b>520</b>	<b>540</b>	<b>570</b>	<b>600</b>	<b>600</b>
<b>Average Daily Attendance</b>	<b>471</b>	<b>484</b>	<b>513</b>	<b>542</b>	<b>542</b>
<b>COLA</b>	<b>8.22%</b>	<b>1.07%</b>	<b>0%</b>	<b>0%</b>	<b>3.30%</b>
<b>Beginning Balance</b>	<b>12,077,861</b>	<b>12,050,226</b>	<b>10,961,974</b>	<b>9,879,512</b>	<b>9,018,627</b>
Revenue	10,887,247	9,869,044	10,130,547	10,654,697	10,983,871
Expense	10,914,883	10,957,295	11,213,010	11,515,583	11,932,321
<b>Ending Balance</b>	<b>12,050,226</b>	<b>10,961,974</b>	<b>9,879,512</b>	<b>9,018,627</b>	<b>8,070,177</b>
<i>Excess(Deficiency) revenue over expenses</i>	<i>(27,635)</i>	<i>(1,088,251)</i>	<i>(1,082,463)</i>	<i>(860,885)</i>	<i>(948,450)</i>
<b>Components of Ending Fund Balance</b>					
Other Assignments	8,415,357	8,427,001	8,279,443	8,070,226	7,868,851
<b>Balance (Reserves)</b>	<b>3,634,869</b>	<b>2,534,973</b>	<b>1,600,069</b>	<b>948,401</b>	<b>201,236</b>

# BUDGET Multiyear Projection Reserve Comparison



# CASH Multiyear Projection Reserve Comparison





# Multiyear Projection Summary

OMI expenses exceed revenue in current and future fiscal years in both cash and budget.

Based on current information and projection assumptions, OMI can meet its financial obligations and maintain a 10% cash reserve through 2027-28.

The Governor's May Revision is built on assumptions with downside risks. A negative change in any of these assumptions or the addition of cash deferrals would lead to consequences such as requiring cash loans or fiscal insolvency. It is important to keep this in mind when developing and updating multiyear projections.

Oakland Military Institute, College Preparatory Academy is working to identify expenditure reductions, increase enrollment and attendance, and obtain additional revenue sources. These steps are vital to maintaining the cash reserve and balancing the budget.

# FISCAL YEAR 2024-25 ORIGINAL BUDGET



**Meeting of the Governing Board  
June 4, 2024**

Prepared by:  
Jacque Eischens/ schoolAbility, LLC

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# BUDGET ANALYSIS

## Budget Highlights

OMI collaborated with administration, the business office, military personnel, and CBO contractors to develop a budget that is aligned with the school's goals.

Governor Gavin Newsom's May Revision of the 2024-25 State Budget assumes small growth in the state's economy in the upcoming fiscal year with slightly higher growth thereafter.

Unlike prior year May Revisions, this release contained minimal information. Below is a summary of the governor's proposals.

- The budget proposal includes a total of \$109.1 billion for all TK-12 programs.
- The governor uses the entire \$8.4 billion in the Public School System Stabilization Account (PSAA, "Prop 98 Rainy Day Fund") in 2024-25
- The statutory cost-of-living adjustment (COLA) of 1.07% is fully funded using one-time dollars. The revision proposes applying COLA to school nutrition, special education, mandated costs, and other programs outside the Local Control Funding Formula (LCFF.)
- Proposition 98 for Arts and Music in School receives \$907 million in funding.
- Changes proposed for the Learning Recovery Emergency Block Grant (LREBG) include requiring LEAs to develop a needs assessment for expending remaining funds.
- Current use of the school nutrition programs continues to outpace estimates. \$189.9 million is proposed to fully fund the universal meals program in 2024-25.
- The Charter School Facilities Grant Program faces cuts that could result in shortfall in rent/lease component of the program and zero reimbursement for "other" costs.

The Governor recognizes considerable downside risks in this budget proposal.

- The May Revision assumes no recession; however, persistent inflation, soft commercial real estate market, international conflicts, etc. all could trigger a recession.
- 2024-25 revenues could easily swing +/- \$15 billion.
- The budget relies on one-time funds and spending the entire Prop 98 reserve to pay for LCFF.
- The state's budget shows a structural deficit.

The original budget for 2023-24 is based on Governor Newsom's May revision. The budget development team will review guidance from various sources including School Services of California (SSC), Fiscal Crisis and Management Assistance Team (FCMAT), Business and Administration Services Committee (BASC), and Charter School Development Center (CSDC) when adjusting the budget at 1<sup>st</sup> and 2<sup>nd</sup> interim reporting.

## Planning Factors

Key planning factors for 2024-25 Original Budget and multi-year projections.

<b>Planning Factor</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>
<b>Cost of Living Adjustment (COLA)</b>				
LCFF COLA*	1.07%	2.93%	3.08%	3.30%
<b>Employer Benefit Rates</b>				
CalSTRS	19.10%	19.10%	19.10%	19.10%
CalPERS-Schools	27.05%	27.60%	28.00%	29.20%
<b>Lottery</b>				
Unrestricted per ADA	\$177	\$177	\$177	\$177
Proposition 20 per ADA	\$72	\$72	\$72	\$72
<b>Mandated Block Grant</b>				
<b>Charters</b>				
K-8 per ADA	\$19.85	\$20.06	\$20.65	\$21.28
9-12 per ADA	\$55.17	\$55.76	\$57.39	\$59.16

## 2024-25 Original Budget and Cash Summaries

Oakland Military Institute’s projected expense budget for 2024-25 is \$10,957,295. The school will use its reserves to cover a \$1,088,251 budget deficiency in revenues over expenses. Overall revenue for the upcoming fiscal year is reduced from the prior year for the decrease in one-time funds.

It is important to note that budget projections are not the same as cash projections. Budgeted revenue and expenses are everything related to that fiscal year. Actual income and expenses cross fiscal years. When student enrollment is increasing, the school is still paid on the previous year enrollment and average daily attendance for most of the school year. Adjustments are made to cash payments after the first attendance report of the year is certified. A final calculation of revenue owed is made when the second attendance report has been certified. Final payments for most of the remaining revenue are received in July.

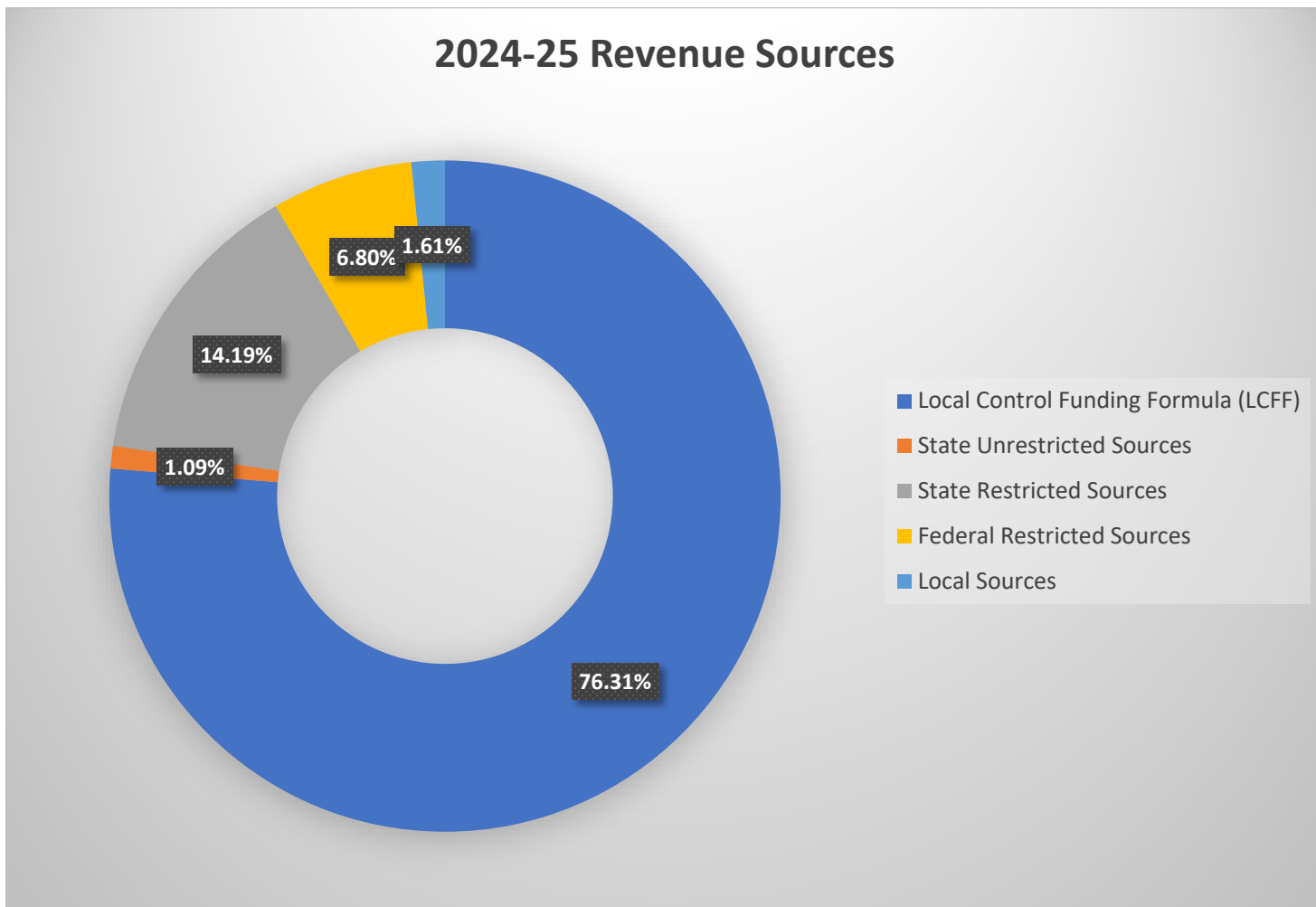
OMI will spend \$1,317,592 in cash reserves to cover its projected deficiency of revenue over expenses between July 1, 2024 and June 30, 2025.

	<b>2024-25</b>
<b>Enrollment</b>	<b>540</b>
<b>Average Daily Attendance</b>	<b>484</b>
<b>Beginning Fund Balance</b>	
	<b>12,077,861</b>
Revenue	9,869,044
Expenditure	10,957,295
<b>Ending Fund Balance</b>	<b>10,961,974</b>
<i>Excess (Deficiency) of revenues over expenses</i>	<i>(1,088,251)</i>
<b>Components of Ending Fund Balance</b>	
Other Assignments	8,415,357
<b>Balance</b>	<b>2,754,253</b>

	<b>2024-25</b>
<b>Beginning Cash</b>	<b>3,391,178</b>
Revenue	9,411,974
Expense	10,729,566
<b>Ending Cash</b>	<b>2,073,586</b>
<i>Excess(deficit) of revenue over expense</i>	<i>-1,317,592</i>

## Revenue Summary

The school's overall projected revenue for the 2024-25 Fiscal Year is \$9,799,044. The Local Control Funding Formula (LCFF) makes up 76% of this revenue.



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\*; 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), and the National School Lunch Program.

Other Local Funds include the new donor-sponsored Superintendent Commandant Fund, Measure G1, and the Community Engagement Initiative Grant.

*\*One-time funding source*

Local Control Funding Formula Revenue per Average Daily Attendance (ADA)			
	2024-25	2025-26	2026-27
Grade 6	13,645	14,087	14,503
Grade 7-8	14,049	14,504	14,931
Grade 9-12	16,706	17,247	17,756

**1% Increase in Average  
Daily Attendance**  
\$69,000

## Revenue Comparison to Prior Year

Oakland Military Academy's estimated revenue will decrease 9.35% from 2023-24. One-time funds from ESSER III, Kitchen & Infrastructure I, and A-G grants are fully spent in 2023-24. A small amount of Arts, Music & Instructional Block Grant, Learning Recovery Emergency Block Grant, and Educator Effectiveness Grants remain and will be spent in 2024-25. National Guard funding stopped flowing directly to the school in 2023-24 and is now handled outside of the school. The two-year Community Engagement Initiative Grant has been added.

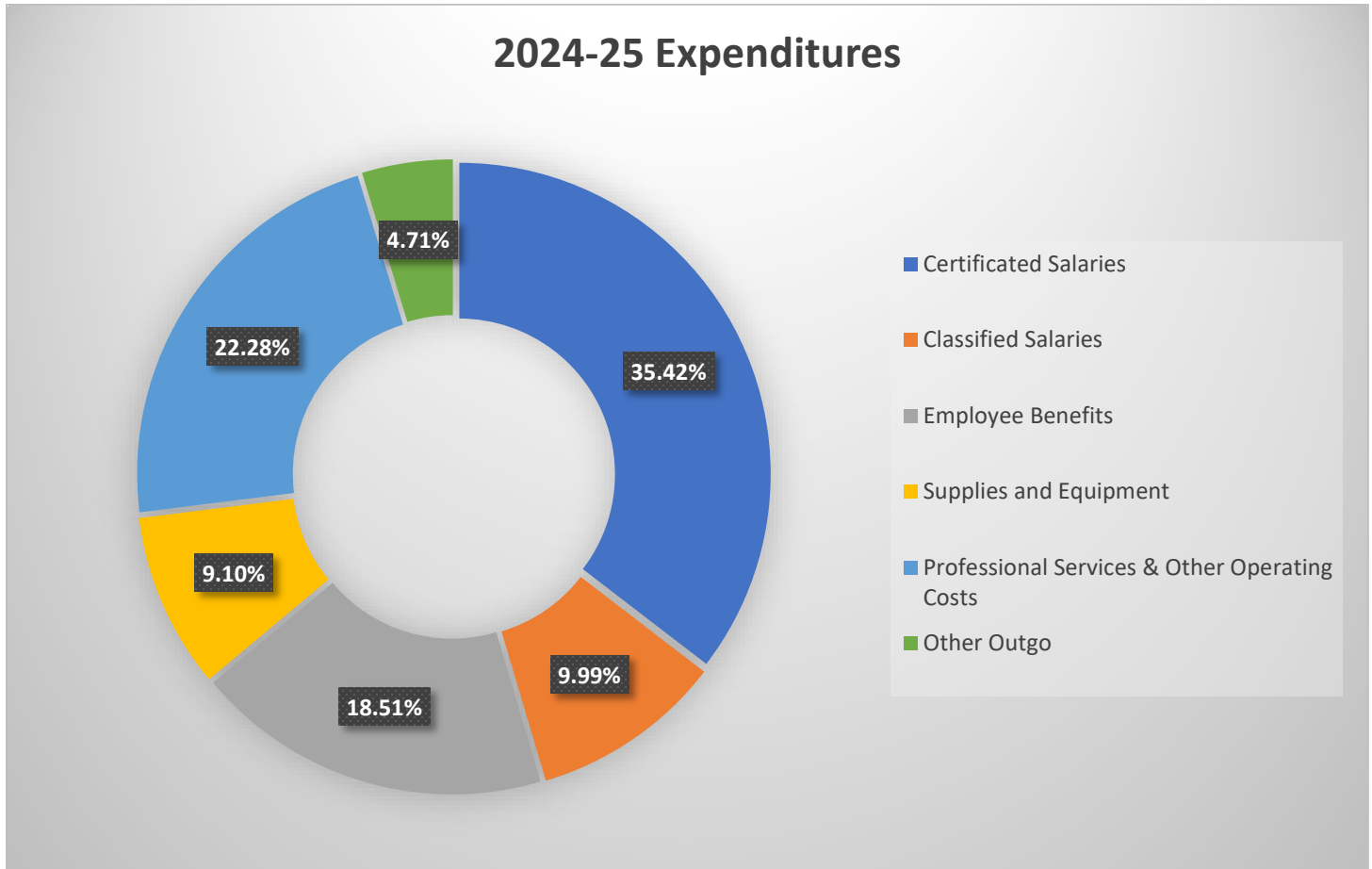
OMI is projecting an enrollment of 540 students in 2024-25. Projected end-of-year enrollment is 480 with a graduating class of 64 students. The school will need to enroll a minimum of 124 new students to meet its enrollment goal.

	2023-24 Estimated Actuals (X)	2024-25 Original Budget (Y)	Change (Y-X)
CBEDS Enrollment	518	540	22
Average Daily Attendance (ADA)	467	484	17
<b>LCFF Revenue Sources</b>			
State Aid	3,609,078	3,898,744	289,666
Education Protection Act	1,751,766	1,835,489	83,723
Transfers of Charter Schools in Lieu of Property Taxes	1,743,707	1,743,707	0
Total LCFF Sources	<b>7,104,551</b>	<b>7,477,940</b>	<b>373,389</b>
<b>Federal Revenue Sources</b>			
Every Student Succeeds Act	199,524	234,769	35,245
Special Education - Federal	59,280	67,340	8,060
Child Nutrition	347,173	364,122	16,949
Other Federal Revenues	358,475	0	(358,475)
Total Federal Sources	<b>964,452</b>	<b>666,231</b>	<b>(298,221)</b>
<b>Other State Revenue Sources</b>			
Special Education - State	414,752	419,054	4,302
All Other State Revenues	2,031,520	1,078,475	(953,045)
Total State Revenues	<b>2,446,272</b>	<b>1,497,529</b>	<b>(948,743)</b>
<b>Other Local Revenue Sources</b>			
Superintendent/Commandant Fund	50,000	50,000	0
Prior Year Property Tax Refunds	51,959	0	(51,959.00)
Measure G1	99,628	64,924	(34,704.00)
National Guard Deferred Revenue	95,689	0	(95,689.00)
Community Engagement Initiative	-	70,000	70,000.00
Other Local	74,696	42,420	(32,276.00)
Total Other Local Revenue Sources	<b>371,972</b>	<b>227,344</b>	<b>(144,628)</b>
<b>Total Estimated Revenue</b>	<b>10,887,247</b>	<b>9,869,044</b>	<b>(1,018,203)</b>



## Expenditure Summary

Oakland Military Institute's expenditures total \$10,788,514. Salaries and associated employee benefits account for 64% of the 2024-25 budget. Cadre and consulting services provide support that allows the school to hire fewer administrative and business office staff.



## Personnel Costs

Salary and benefit costs increase 2.64% in 2024-25. Reductions in staff salaries are offset by step and column increases and a 3% cost-of-living-adjustment. Employee benefit costs reflect salary increases, an 8% health and welfare increase, and a 0.55% PERS increase.

	2023-24 Estimated Actuals (X)	2024-25 Original Budget (Y)	Change (Y-X)
CBEDS Enrollment	518	540	22
Average Daily Attendance (ADA)	467	484	17
<b>Certificated Salaries</b>			
Teachers	2,951,450	3,035,509	84,059
Certificated Support	267,974	289,317	21,343
Certificated Admin	611,706	556,345	(55,361)
<b>Total Certificated Salaries</b>	<b>3,831,130</b>	<b>3,881,171</b>	<b>50,041</b>
<b>Classified Salaries</b>			
Instructional Aides	158,357	138,801	(19,556)
Classified Support	386,386	437,854	51,468
Classified Admin	175,508	190,355	14,847
Clerical	237,208	313,720	76,512
Other Classified	13,500	13,500	0
<b>Total Classified Salaries</b>	<b>970,959</b>	<b>1,094,230</b>	<b>123,271</b>
<b>Employee Benefits</b>			
State Teachers Retirement System (STRS)	637,615	683,512	45,897
Public Employee Retirement System (PERS)	311,518	351,137	39,619
OASDI/Medicare	153,738	160,537	6,799
Health and Welfare	628,578	733,309	104,731
State Unemployment Insurance (SUI)	33,460	44,033	10,573
Workers' Compensation	53,153	55,405	2,252
<b>Total Employee Benefits</b>	<b>1,818,062</b>	<b>2,027,933</b>	<b>209,871</b>
<b>Total Salaries and Benefits</b>	<b>6,620,151</b>	<b>7,003,334</b>	<b>383,183</b>

## Non-Personnel Costs

Non-personnel costs equal \$3,953,961 in 2024-25. This is a 7.93% reduction in expenses from 2023-24. Several education consultant contracts paid for with one-time funds end in 2023-24. The school also purchased curriculum and other student instructional materials that will not need to be purchased again for three to five years. The reduction in one-time expenses is offset by increased projections for the possible placement of a student in a non-public school setting, legal fees, and nutrition services meals.

	2023-24 Estimated Actuals (X)	2024-25 Original Budget (Y)	Change (Y-X)
<b>Supplies and Materials</b>			
Approved Textbooks and Core Curricula	71,697	39,714	(31,983)
Books and Other Reference Materials	5,000	0	(5,000)
Supplies and Materials	322,722	400,243	77,521
Equipment	30,884	26,000	(4,884)
Food	508,400	531,275	22,875
<b>Total Supplies &amp; Materials</b>	<b>938,703</b>	<b>997,232</b>	<b>58,529</b>
<b>Services &amp; Other Operating Expenses</b>			
Subagreement for Services	111,000	290,000	179,000
Travel and Conference	30,232	63,363	33,131
Dues & Memberships	9,200	13,930	4,730
Insurance	108,281	126,379	18,098
Operations & Housekeeping	416,850	426,803	9,953
Rentals, Leases and Repairs	398,543	405,000	6,457
Professional Services & Other Operating Communications	1,709,899	1,007,219	(702,680)
	96,800	108,053	11,253
<b>Total Services &amp; Other Oper. Expenses</b>	<b>2,880,805</b>	<b>2,440,747</b>	<b>(440,058)</b>
<b>Other Outgo</b>			
Depreciation	451,010	492,898	41,888
Debt Service - Interest	24,214	23,084	(1,130)
<b>Total Other Outgo</b>	<b>475,224</b>	<b>515,982</b>	<b>40,758</b>
<b>Total Estimated Expenditures</b>	<b>4,294,732</b>	<b>3,953,961</b>	<b>(340,771)</b>

### Capital Asset Expenditures

In 2024-25, Oakland Military Institute plans to spend \$350,000 on capital assets. This includes Chromebook and staff computer replacement, a van for student transport, and kitchen upgrades. Capital asset purchases are reflected in cash balances while the depreciation of assets is reflected in the budget.

## Multi-Year Projections

The Original Budget multiyear projections include enrollment increases in 2024-25, 2025-26 and 2026-27 with a 90% average daily attendance to enrollment ratio. The school continues making large investments in recruiting efforts and has a comfortable degree of certainty that enrollment will continue to increase.

Despite the projected increase in enrollment and ADA, the multiyear projections indicate expenses will exceed revenues year-over-year. Oakland Military Institute continues to seek grants to increase revenue and has established a budget committee to review ongoing revenue and expenses.

I have included the multiyear budget projection as well as the cashflow projection.

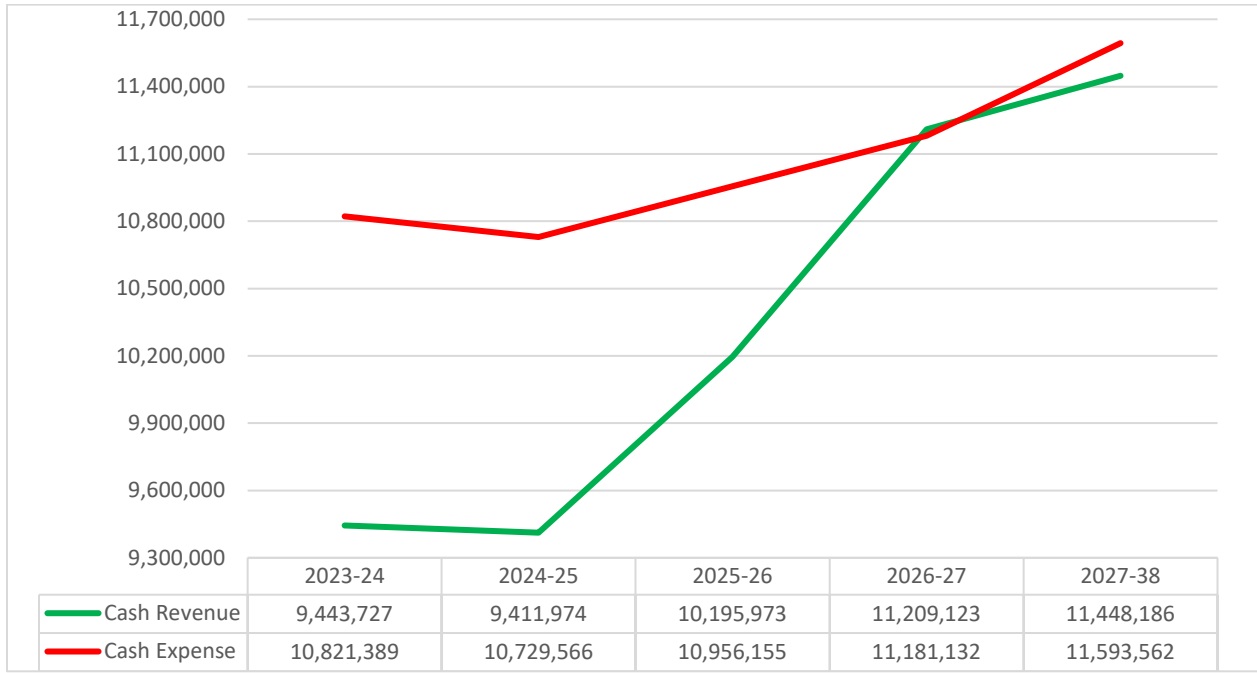
### BUDGET MYP

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Enrollment</b>	<b>520</b>	<b>540</b>	<b>570</b>	<b>600</b>	<b>600</b>
<b>Average Daily Attendance</b>	<b>471</b>	<b>484</b>	<b>513</b>	<b>542</b>	<b>542</b>
<b>COLA</b>	<b>8.22%</b>	<b>1.07%</b>	<b>2.93%</b>	<b>3.08%</b>	<b>3.30%</b>
<b>Beginning Balance</b>	<b>12,077,861</b>	<b>12,050,226</b>	<b>10,961,974</b>	<b>10,181,687</b>	<b>9,829,936</b>
Revenue	10,887,247	9,869,044	10,432,722	11,163,831	11,509,692
Expense	10,914,883	10,957,295	11,213,010	11,515,583	11,932,321
<i>Excess(Deficiency) revenue over expenses</i>	<i>(27,635)</i>	<i>(1,088,251)</i>	<i>(780,288)</i>	<i>(351,751)</i>	<i>(422,629)</i>
<b>Ending Balance</b>	<b>12,050,226</b>	<b>10,961,974</b>	<b>10,181,687</b>	<b>9,829,936</b>	<b>9,407,307</b>

### CASH MYP

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>Enrollment</b>	<b>520</b>	<b>540</b>	<b>570</b>	<b>600</b>	<b>600</b>
<b>Beginning Cash</b>	<b>4,768,840</b>	<b>3,391,178</b>	<b>2,073,586</b>	<b>1,313,404</b>	<b>1,341,395</b>
	9,443,727	9,411,974	10,195,973	11,209,123	11,448,186
	10,821,389	10,729,566	10,956,155	11,181,132	11,593,562
<b>Ending Cash</b>	<b>3,391,178</b>	<b>2,073,586</b>	<b>1,313,404</b>	<b>1,341,395</b>	<b>1,196,019</b>
<i>Deficit</i>	<i>(1,377,662)</i>	<i>(1,317,592)</i>	<i>(760,182)</i>	<i>27,991</i>	<i>(145,376)</i>

### Cash Multiyear Projection – Revenue to Expense Comparison



### Multi-Year Revenue Projections

The Local Control Funding Formula revenue is projected to increase as a percentage of overall revenue for the school. All Federal one-time funds are spent in this fiscal year. Remaining State one-time funds are spent fully in 2024-25. Measure G-1 local funds are projected through 2027-28 at which time the parcel tax expires. Community Engagement Initiative is included for 2024-25 and 2025-26.

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>COLA</b>	<b>8.22%</b>	<b>1.07%</b>	<b>2.93%</b>	<b>3.08%</b>	<b>3.30%</b>
<b>LCFF</b>	7,104,551	7,477,940	8,158,037	8,856,069	9,148,206
<b>Other State</b>	2,446,272	1,497,529	1,422,559	1,501,596	1,545,200
<b>Federal</b>	964,452	666,231	698,515	722,554	732,674
<b>Local</b>	371,972	157,344	153,612	83,612	83,612
<b>Total</b>	<b>10,887,247</b>	<b>9,799,044</b>	<b>10,432,723</b>	<b>11,163,831</b>	<b>11,509,692</b>

	2023-24	2024-25	2025-26	2026-27	2027-28
<b>LCFF</b>	65.26%	76.31%	78.20%	79.33%	79.48%
<b>Other State</b>	22.47%	15.28%	13.64%	13.45%	13.43%
<b>Federal</b>	8.86%	6.80%	6.70%	6.47%	6.37%
<b>Local</b>	3.42%	1.61%	1.47%	0.75%	0.73%

### Multi-Year Expenditure Projections

Oakland Military Institute increases overall expenses by \$42,412 in the new fiscal year.

	2023-24	2024-25	2025-26	2026-27	2027-28
Certificated Salaries	3,831,130	3,881,171	4,075,230	4,278,991	4,492,941
Classified Salaries	970,959	1,094,230	1,148,267	1,205,005	1,264,580
Employee Benefits	1,818,062	2,027,933	2,136,663	2,258,066	2,402,858
Books and Supplies	938,703	997,232	1,024,170	1,044,490	1,044,834
Services & Other Operating Expenditures	2,880,805	2,440,747	2,321,520	2,240,234	2,246,179
Depreciation	451,010	492,898	485,231	468,043	461,377
Other Outgo*	24,214	23,084	21,930	20,754	19,552
<b>Total Expenditures</b>	<b>10,914,883</b>	<b>10,957,295</b>	<b>11,213,011</b>	<b>11,515,583</b>	<b>11,932,321</b>

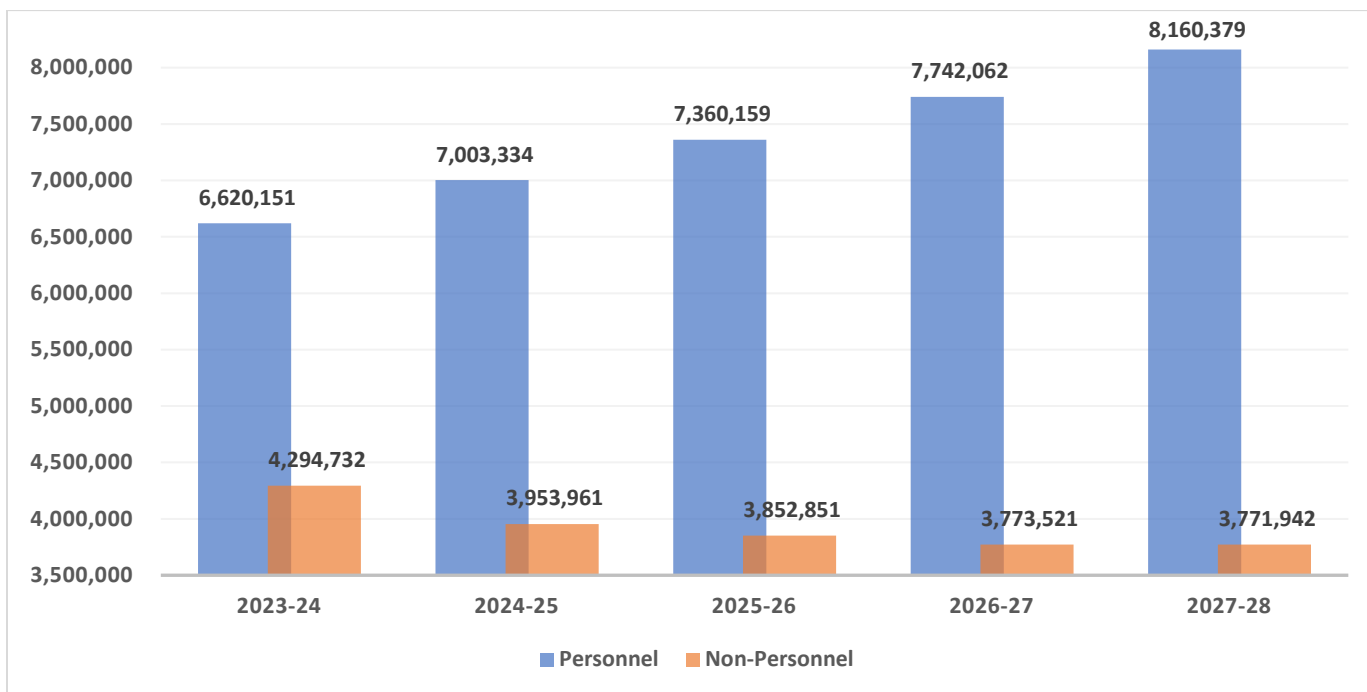
### Salaries and Benefits

2024-25 staff full-time-equivalency (FTE) is reduced by 7.41 FTE. The cost saving of the reduction in substitutes and academic support staff is offset by the projected 3% cost-of-living adjustment, step-and-column movement and hiring teachers for the vacancies that the staff was helping to cover. New teachers will cost more than full-time substitutes. COLA and step-and-column increases are included in each year's projections.

### Staffing

#### Non-Personnel Expenditures

Non-Personnel Expenditures decrease in 2024-25 primarily from removing expenses paid with one-time funding. This includes professional development consultants, education consultants, and software purchases. As time progresses, there are bumps and dips based on the expenses that are not paid on a yearly basis.



## Considerations

Governor Gavin Newsom's May Revision brings better-than-expected proposals for K-12 education. These proposals rely on state revenue growth, lack of a recession, depletion of the rainy-day fund, and use of one-time funds to fully fund the Local Control Funding Formula. A change to any one of these factors would drastically change the funding outlook for schools. Cash deferrals have not been proposed but we know based on prior experience that it is one more maneuver the state may employ.

The OMI management team and budget committee continues working to balance the budget through a combination of new revenue sources, increasing enrollment and/or attendance, and reducing expenses. The business department monitors cashflow monthly and updates projections as new information becomes available.



# Appendix

2024-25 Second Interim Budget Charter Alt Form

Original Budget LCFF Calculator

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

**CHARTER SCHOOL CERTIFICATION**

**Charter School Name:** Oakland Military Institute,  
 (name continued) College Preparatory Academy  
**CDS #:** 01-61259-0130617  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 0349  
**Fiscal Year:** 2024-25

(  ) To the entity that approved the charter school:  
 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved by the governing board of the charter school, it includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP), and is hereby filed by the charter school pursuant to Education Code Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Charter School Official  
 (Original signature required)  
 Print Name: Dr. Mary E. Streshly Title: Superintendent

(  ) To the County Superintendent of Schools:  
 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

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

For additional information on the BUDGET, please contact:

For Approving Entity:  
Minh Co  
 Name  
Accounting Manager  
 Title  
510-879-1977  
 Telephone  
minh.co@ousd.org  
 E-mail address

For Charter School:  
Jacque Eischens  
 Name  
Consulting CFO  
 Title  
808-462-8422  
 Telephone  
jeischens@omiacademy.org  
 E-mail address

(  ) 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 ACOE District Advisor

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

**Charter School Name:** Oakland Military Institute,  
 (name continued) College Preparatory Academy  
**CDS #:** 01-61259-0130617  
**Charter Approving Entity:** Oakland Unified School District  
**County:** Alameda  
**Charter #:** 0349  
**Budgeting Period:** 2024-25

This charter school uses the following basis of accounting:

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

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>A. REVENUES</b>					
<b>1. LCFF Sources</b>					
State Aid - Current Year	8011	3,609,078.00	3,898,744.00	0.00	3,898,744.00
Education Protection Account State Aid - Current Year	8012	1,751,766.00	1,835,489.00	0.00	1,835,489.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00
Transfer of Charter Schools in Lieu of Property Taxes	8096	1,743,707.00	1,743,707.00		1,743,707.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00
Total, LCFF Sources		7,104,551.00	7,477,940.00	0.00	7,477,940.00
<b>2. Federal Revenues</b>					
Every Student Succeeds Act (Titles I - V)	8290	199,524.00		234,769.00	234,769.00
Special Education - Federal	8181, 8182	59,280.00		67,340.00	67,340.00
Child Nutrition - Federal	8220	347,173.00		364,122.00	364,122.00
Donated Food Commodities	8221	0.00		0.00	0.00
Other Federal Revenues	8110, 8260-8299	358,475.00		0.00	0.00
Total, Federal Revenues		964,452.00	0.00	666,231.00	666,231.00
<b>3. Other State Revenues</b>					
Special Education - State	StateRevSE	414,752.00		419,054.00	419,054.00
All Other State Revenues	StateRevAO	2,031,520.00	106,836.00	971,639.00	1,078,475.00
Total, Other State Revenues		2,446,272.00	106,836.00	1,390,693.00	1,497,529.00
<b>4. Other Local Revenues</b>					
All Other Local Revenues	LocalRevAO	371,972.00	102,606.00	124,738.00	227,344.00
Total, Local Revenues		371,972.00	102,606.00	124,738.00	227,344.00
<b>5. TOTAL REVENUES</b>					
		10,887,247.00	7,687,382.00	2,181,662.00	9,869,044.00
<b>B. EXPENDITURES</b>					
<b>1. Certificated Salaries</b>					
Certificated Teachers' Salaries	1100	2,909,416.00	2,329,441.00	706,068.00	3,035,509.00
Certificated Pupil Support Salaries	1200	267,974.00	141,823.00	147,494.00	289,317.00
Certificated Supervisors' and Administrators' Salaries	1300	611,706.00	486,663.00	69,682.00	556,345.00
Other Certificated Salaries	1900	42,034.00	0.00	0.00	0.00
Total, Certificated Salaries		3,831,130.00	2,957,927.00	923,244.00	3,881,171.00
<b>2. Non-certificated Salaries</b>					
Non-certificated Instructional Aides' Salaries	2100	158,357.00	19,440.00	119,361.00	138,801.00
Non-certificated Support Salaries	2200	386,386.00	388,495.00	49,359.00	437,854.00
Non-certificated Supervisors' and Administrators' Sal.	2300	175,508.00	116,405.00	73,950.00	190,355.00
Clerical and Office Salaries	2400	237,208.00	313,720.00	0.00	313,720.00
Other Non-certificated Salaries	2900	15,000.00	13,500.00	0.00	13,500.00
Total, Non-certificated Salaries		972,459.00	851,560.00	242,670.00	1,094,230.00

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute,  
(name continued) College Preparatory Academy

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>3. Employee Benefits</b>					
STRS	3101-3102	637,615.00	532,984.00	150,528.00	683,512.00
PERS	3201-3202	311,518.00	264,710.00	86,427.00	351,137.00
OASDI / Medicare / Alternative	3301-3302	153,738.00	120,169.00	40,368.00	160,537.00
Health and Welfare Benefits	3401-3402	628,578.00	556,509.00	176,800.00	733,309.00
Unemployment Insurance	3501-3502	33,460.00	26,409.00	17,624.00	44,033.00
Workers' Compensation Insurance	3601-3602	53,153.00	42,342.00	13,063.00	55,405.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	0.00	0.00	0.00	0.00
Total, Employee Benefits		1,818,062.00	1,543,123.00	484,810.00	2,027,933.00
<b>4. Books and Supplies</b>					
Approved Textbooks and Core Curricula Materials	4100	71,697.00	9,944.00	29,770.00	39,714.00
Books and Other Reference Materials	4200	5,000.00	0.00	0.00	0.00
Materials and Supplies	4300	322,722.00	293,750.00	106,493.00	400,243.00
Noncapitalized Equipment	4400	30,884.00	26,000.00	0.00	26,000.00
Food	4700	508,400.00	0.00	531,275.00	531,275.00
Total, Books and Supplies		938,703.00	329,694.00	667,538.00	997,232.00
<b>5. Services and Other Operating Expenditures</b>					
Subagreements for Services	5100	111,000.00	15,000.00	275,000.00	290,000.00
Travel and Conferences	5200	30,232.00	53,000.00	10,363.00	63,363.00
Dues and Memberships	5300	9,200.00	13,930.00	0.00	13,930.00
Insurance	5400	108,281.00	126,379.00	0.00	126,379.00
Operations and Housekeeping Services	5500	416,850.00	426,803.00	0.00	426,803.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	398,543.00	245,000.00	160,000.00	405,000.00
Transfers of Direct Costs	5700-5799	0.00	67,705.00	(67,705.00)	0.00
Professional/Consulting Services & Operating Expend.	5800	1,709,899.00	835,046.00	172,173.00	1,007,219.00
Communications	5900	96,800.00	108,053.00	0.00	108,053.00
Total, Services and Other Operating Expenditures		2,880,805.00	1,890,916.00	549,831.00	2,440,747.00
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)</b>					
Land and Improvements of Land	6100-6170	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major					
Expansion of School Libraries	6300	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00
Depreciation Expense (for full accrual basis only)	6900	451,010.00	492,898.00	0.00	492,898.00
Total, Capital Outlay		451,010.00	492,898.00	0.00	492,898.00
<b>7. Other Outgo</b>					
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00	0.00
Transfer of Indirect Costs	7300-7399	0.00	(36,188.00)	36,188.00	0.00
Debt Service:					
Interest	7438	24,214.00	23,084.00	0.00	23,084.00
Principal	7439	0.00	0.00	0.00	0.00
Total, Other Outgo		24,214.00	(13,104.00)	36,188.00	23,084.00
<b>8. TOTAL EXPENDITURES</b>		10,916,383.00	8,053,014.00	2,904,281.00	10,957,295.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(29,136.00)	(365,632.00)	(722,619.00)	(1,088,251.00)

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute,  
(name continued) College Preparatory Academy

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>D. OTHER FINANCING SOURCES / USES</b>					
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	(722,619.00)	722,619.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	(722,619.00)	722,619.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>					
		(29,136.00)	(1,088,251.00)	0.00	(1,088,251.00)
<b>F. FUND BALANCE, RESERVES</b>					
1. Beginning Fund Balance					
a. As of July 1	9791	12,092,976.40	12,048,725.00	0.00	12,048,725.00
b. Adjustments/Restatements to Beginning Balance	9793, 9795	(15,115.40)	0.00	0.00	0.00
c. Adjusted Beginning Balance		12,077,861.00	12,048,725.00	0.00	12,048,725.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		12,048,725.00	10,960,474.00	0.00	10,960,474.00
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711	0.00	0.00		0.00
Stores	9712	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00
b. Restricted	9740	0.00		0.00	0.00
c. Committed					
Stabilization Arrangements	9750	0.00	0.00		0.00
Other Commitments	9760	0.00	0.00		0.00
d. Assigned					
Other Assignments	9780	8,415,357.00	8,427,001.00		8,427,001.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789	1,091,638.00	1,095,729.00	0.00	1,095,729.00
Unassigned / Unappropriated Amount	9790	2,541,730.00	1,437,744.00	0.00	1,437,744.00

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

<b>Charter School Name:</b>	Oakland Military Institute,
<b>(name continued)</b>	College Preparatory Academy
<b>CDS #:</b>	01-61259-0130617
<b>Charter Approving Entity:</b>	Oakland Unified School District
<b>County:</b>	Alameda
<b>Charter #:</b>	0349
<b>Fiscal Year:</b>	2024-25

This charter school uses the following basis of accounting:

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

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
<b>A. REVENUES</b>						
1. LCFF Sources						
State Aid - Current Year	8011	3,898,744.00	0.00	3,898,744.00	4,411,861.00	4,931,530.00
Education Protection Account State Aid - Current Year	8012	1,835,489.00	0.00	1,835,489.00	2,002,469.00	2,180,832.00
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	1,743,707.00	0.00	1,743,707.00	1,743,707.00	1,743,707.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00	0.00
Total, LCFF Sources		7,477,940.00	0.00	7,477,940.00	8,158,037.00	8,856,069.00
2. Federal Revenues						
Every Student Succeeds Act (Titles I - V)	8290	0.00	234,769.00	234,769.00	230,033.00	239,392.00
Special Education - Federal	8181, 8182	0.00	67,340.00	67,340.00	70,200.00	74,880.00
Child Nutrition - Federal	8220	0.00	364,122.00	364,122.00	398,282.00	408,282.00
Donated Food Commodities	8221	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00	0.00	0.00
Total, Federal Revenues		0.00	666,231.00	666,231.00	698,515.00	722,554.00
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	419,054.00	419,054.00	438,127.00	512,965.00
All Other State Revenues	StateRevAO	106,836.00	971,639.00	1,078,475.00	984,432.00	988,631.00
Total, Other State Revenues		106,836.00	1,390,693.00	1,497,529.00	1,422,559.00	1,501,596.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	102,606.00	124,738.00	227,344.00	153,612.00	83,612.00
Total, Local Revenues		102,606.00	124,738.00	227,344.00	153,612.00	83,612.00
5. TOTAL REVENUES						
		7,687,382.00	2,181,662.00	9,869,044.00	10,432,723.00	11,163,831.00
<b>B. EXPENDITURES</b>						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,329,441.00	706,068.00	3,035,509.00	3,187,284.00	3,346,649.00
Certificated Pupil Support Salaries	1200	141,823.00	147,494.00	289,317.00	303,783.00	318,972.00
Certificated Supervisors' and Administrators' Salaries	1300	486,663.00	69,682.00	556,345.00	584,162.00	613,370.00
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00	0.00
Total, Certificated Salaries		2,957,927.00	923,244.00	3,881,171.00	4,075,229.00	4,278,991.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	19,440.00	119,361.00	138,801.00	145,741.00	153,028.00
Non-certificated Support Salaries	2200	388,495.00	49,359.00	437,854.00	459,747.00	482,734.00
Non-certificated Supervisors' and Administrators' Sal.	2300	116,405.00	73,950.00	190,355.00	199,873.00	209,866.00
Clerical and Office Salaries	2400	313,720.00	0.00	313,720.00	329,406.00	345,876.00
Other Non-certificated Salaries	2900	13,500.00	0.00	13,500.00	13,500.00	13,500.00
Total, Non-certificated Salaries		851,560.00	242,670.00	1,094,230.00	1,148,267.00	1,205,004.00

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute,  
(name continued) College Preparatory Academy

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	532,984.00	150,528.00	683,512.00	717,688.00	757,160.00
PERS	3201-3202	264,710.00	86,427.00	351,137.00	368,694.00	388,972.00
OASDI / Medicare / Alternative	3301-3302	120,169.00	40,368.00	160,537.00	168,564.00	177,835.00
Health and Welfare Benefits	3401-3402	556,509.00	176,800.00	733,309.00	777,308.00	823,946.00
Unemployment Insurance	3501-3502	26,409.00	17,624.00	44,033.00	46,235.00	48,778.00
Workers' Compensation Insurance	3601-3602	42,342.00	13,063.00	55,405.00	58,175.00	61,375.00
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		1,543,123.00	484,810.00	2,027,933.00	2,136,664.00	2,258,066.00
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	9,944.00	29,770.00	39,714.00	40,506.00	40,805.00
Books and Other Reference Materials	4200	0.00	0.00	0.00	0.00	0.00
Materials and Supplies	4300	293,750.00	106,493.00	400,243.00	422,864.00	427,897.00
Noncapitalized Equipment	4400	26,000.00	0.00	26,000.00	15,000.00	15,000.00
Food	4700	0.00	531,275.00	531,275.00	545,800.00	560,788.00
Total, Books and Supplies		329,694.00	667,538.00	997,232.00	1,024,170.00	1,044,490.00
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	15,000.00	275,000.00	290,000.00	275,000.00	275,000.00
Travel and Conferences	5200	53,000.00	10,363.00	63,363.00	25,000.00	25,000.00
Dues and Memberships	5300	13,930.00	0.00	13,930.00	14,148.00	14,455.00
Insurance	5400	126,379.00	0.00	126,379.00	130,200.00	136,000.00
Operations and Housekeeping Services	5500	426,803.00	0.00	426,803.00	470,487.00	480,252.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	245,000.00	160,000.00	405,000.00	388,936.00	388,936.00
Transfers of Direct Costs	5700-5799	67,705.00	(67,705.00)	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	835,046.00	172,173.00	1,007,219.00	910,066.00	810,000.00
Communications	5900	108,053.00	0.00	108,053.00	107,683.00	110,591.00
Total, Services and Other Operating Expenditures		1,890,916.00	549,831.00	2,440,747.00	2,321,520.00	2,240,234.00
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)</b>						
Land and Improvements of Land	6100-6170	0.00	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00
Depreciation Expense (for full accrual only)	6900	492,898.00	0.00	492,898.00	485,231.00	468,043.00
Total, Capital Outlay		492,898.00	0.00	492,898.00	485,231.00	468,043.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	(36,188.00)	36,188.00	0.00	0.00	0.00
Debt Service:						
Interest	7438	23,084.00	0.00	23,084.00	21,930.00	20,754.00
Principal	7439	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		(13,104.00)	36,188.00	23,084.00	21,930.00	20,754.00
<b>8. TOTAL EXPENDITURES</b>		8,053,014.00	2,904,281.00	10,957,295.00	11,213,011.00	11,515,582.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(365,632.00)	(722,619.00)	(1,088,251.00)	(780,288.00)	(351,751.00)

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Oakland Military Institute,  
(name continued) College Preparatory Academy

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
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	(722,619.00)	722,619.00	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		(722,619.00)	722,619.00	0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		(1,088,251.00)	0.00	(1,088,251.00)	(780,288.00)	(351,751.00)
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	12,048,725.00	0.00	12,048,725.00	10,960,474.00	10,180,186.00
b. Adjustments to Beginning Balance	9793, 9795	0.00	0.00	0.00		
c. Adjusted Beginning Balance		12,048,725.00	0.00	12,048,725.00	10,960,474.00	10,180,186.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		10,960,474.00	0.00	10,960,474.00	10,180,186.00	9,828,435.00
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0.00		0.00	0.00	0.00
Stores	9712	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00	0.00
b. Restricted	9740		0.00	0.00	0.00	0.00
c. Committed						
Stabilization Arrangements	9750	0.00		0.00	0.00	0.00
Other Commitments	9760	0.00		0.00	0.00	0.00
d. Assigned						
Other Assignments	9780	8,427,001.00		8,427,001.00	8,279,443.00	8,070,226.00
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	1,095,729.00	0.00	1,095,729.00	1,090,079.00	1,151,558.00
Undesignated / Unappropriated Amount	9790	1,437,744.00	0.00	1,437,744.00	810,664.00	606,651.00



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Oakland Military Institute, College Preparatory Academy (130617)					
	2023-24	2024-25	2025-26	2026-27	2027-28
<b>General Assumptions</b>					
COLA & Augmentation	8.22%	1.07%	2.93%	3.08%	3.30%
Base Grant Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%
Student Assumptions:					
Enrollment Count	518	540	570	600	600
Unduplicated Pupil Count (UPC)	480	486	513	540	540
Unduplicated Pupil Percentage (UPP)	84.72%	88.84%	90.85%	90.00%	90.00%
Current Year LCFF Average Daily Attendance (ADA)	466.87	484.00	513.00	542.00	542.00
Funded LCFF ADA	466.87	484.00	513.00	542.00	542.00
LCFF ADA Funding Method	Current Yr	Current Yr	Current Yr	Current Yr	Current Yr
<b>LCFF Entitlement Summary</b>					
Base Grant	\$5,250,060	\$5,492,997	\$5,977,050	\$6,498,351	\$6,712,728
Grade Span Adjustment	81,585	84,372	89,375	95,475	98,610
<i>Adjusted Base Grant</i>	\$5,331,645	\$5,577,369	\$6,066,425	\$6,593,826	\$6,811,338
Supplemental Grant	903,395	990,986	1,102,269	1,186,889	1,226,041
Concentration Grant	869,511	909,585	989,343	1,075,354	1,110,827
<b>Total Base, Supplemental and Concentration Grant</b>	<b>\$7,104,551</b>	<b>\$7,477,940</b>	<b>\$8,158,037</b>	<b>\$8,856,069</b>	<b>\$9,148,206</b>
<b>LCFF Sources Summary</b>					
<b>Funding Source Summary</b>					
Local Revenue ( <i>net of In-Lieu of Property Taxes</i> )	\$ -	\$ -	\$ -	\$ -	\$ -
Education Protection Account Entitlement ( <i>includes \$200/minimum per ADA</i> )	\$ 1,751,766	\$ 1,835,489	\$ 2,002,469	\$ 2,180,832	\$ 2,252,800
Net State Aid ( <i>excludes Additional State Aid</i> )	\$ 5,352,785	\$ 5,642,451	\$ 6,155,568	\$ 6,675,237	\$ 6,895,406
Additional State Aid	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Funding Sources</b>	<b>\$ 7,104,551</b>	<b>\$ 7,477,940</b>	<b>\$ 8,158,037</b>	<b>\$ 8,856,069</b>	<b>\$ 9,148,206</b>
<b>Funding Source by Resource-Object</b>					
State Aid (Resource Code 0000, Object Code 8011)	\$ 3,609,078	\$ 3,898,744	\$ 4,411,861	\$ 4,931,530	\$ 5,151,699
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	\$ 1,751,766	\$ 1,835,489	\$ 2,002,469	\$ 2,180,832	\$ 2,252,800
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	\$ 2,996	\$ -	\$ -	\$ -	\$ -
Property Taxes (Object 8021 to 8089)	\$ -	\$ -	\$ -	\$ -	\$ -
In-Lieu of Property Taxes (Object Code 8096)	1,743,707	1,743,707	1,743,707	1,743,707	1,743,707
<b>LCAP Percentage to Increase or Improve Services Calculation</b>					
Base Grant ( <i>Excludes add-ons for TIIG &amp; Transportation</i> )	\$ 5,331,645	\$ 5,577,369	\$ 6,066,425	\$ 6,593,826	\$ 6,811,338
Supplemental and Concentration Grant funding in the LCAP year	\$ 1,772,906	\$ 1,900,571	\$ 2,091,612	\$ 2,262,243	\$ 2,336,868
Projected Additional 15% Concentration Grant funding in the LCAP year	\$ 200,656	\$ 209,904	\$ 228,310	\$ 248,159	\$ 256,345
Percentage to Increase or Improve Services	33.25%	34.08%	34.48%	34.31%	34.31%

Oakland Military Institute, College Preparatory Academy (130617)						
	2023-24	2024-25	2025-26	2026-27	2027-28	
<b>PER-ADA FUNDING LEVELS</b>						
<b>Base, Supplemental and Concentration Rate per ADA</b>						
Grades TK-3	\$ 14,592.48	\$ 14,839.59	\$ 15,319.79	\$ 15,771.85	\$ 16,292.96	
Grades 4-6	\$ 13,417.19	\$ 13,644.97	\$ 14,086.62	\$ 14,502.63	\$ 14,980.77	
Grades 7-8	\$ 13,814.29	\$ 14,048.54	\$ 14,503.51	\$ 14,931.08	\$ 15,423.99	
Grades 9-12	\$ 16,426.04	\$ 16,705.93	\$ 17,246.87	\$ 17,755.58	\$ 18,341.17	
<b>Base Grants</b>						
Grades TK-3	\$ 9,919	\$ 10,025	\$ 10,319	\$ 10,637	\$ 10,988	
Grades 4-6	\$ 10,069	\$ 10,177	\$ 10,475	\$ 10,798	\$ 11,154	
Grades 7-8	\$ 10,367	\$ 10,478	\$ 10,785	\$ 11,117	\$ 11,484	
Grades 9-12	\$ 12,015	\$ 12,144	\$ 12,500	\$ 12,885	\$ 13,310	
<b>Grade Span Adjustment</b>						
Grades TK-3	\$ 1,032	\$ 1,043	\$ 1,073	\$ 1,106	\$ 1,143	
Grades 9-12	\$ 312	\$ 316	\$ 325	\$ 335	\$ 346	
<b>Supplemental Grant</b>						
	20%	20%	20%	20%	20%	
<b>Maximum - 1.00 ADA, 100% UPP</b>						
Grades TK-3	\$ 2,190	\$ 2,214	\$ 2,278	\$ 2,349	\$ 2,426	
Grades 4-6	\$ 2,014	\$ 2,035	\$ 2,095	\$ 2,160	\$ 2,231	
Grades 7-8	\$ 2,073	\$ 2,096	\$ 2,157	\$ 2,223	\$ 2,297	
Grades 9-12	\$ 2,465	\$ 2,492	\$ 2,565	\$ 2,644	\$ 2,731	
<b>Actual - 1.00 ADA, Local UPP as follows:</b>						
	84.72%	88.84%	90.85%	90.00%	90.00%	
Grades TK-3	\$ 1,856	\$ 1,967	\$ 2,070	\$ 2,114	\$ 2,184	
Grades 4-6	\$ 1,706	\$ 1,808	\$ 1,903	\$ 1,944	\$ 2,008	
Grades 7-8	\$ 1,757	\$ 1,862	\$ 1,960	\$ 2,001	\$ 2,067	
Grades 9-12	\$ 2,089	\$ 2,214	\$ 2,330	\$ 2,380	\$ 2,458	
<b>Concentration Grant (&gt;55% population)</b>						
	65%	65%	65%	65%	65%	
<b>Maximum - 1.00 ADA, 100% UPP</b>						
Grades TK-3	\$ 7,118	\$ 7,194	\$ 7,405	\$ 7,633	\$ 7,885	
Grades 4-6	\$ 6,545	\$ 6,615	\$ 6,809	\$ 7,019	\$ 7,250	
Grades 7-8	\$ 6,739	\$ 6,811	\$ 7,010	\$ 7,226	\$ 7,465	
Grades 9-12	\$ 8,013	\$ 8,099	\$ 8,336	\$ 8,593	\$ 8,876	
<b>Actual - 1.00 ADA, Local UPP &gt;55% as follows:</b>						
	25.0900%	25.0900%	25.0900%	25.0900%	25.0900%	
Grades TK-3	\$ 1,786	\$ 1,805	\$ 1,858	\$ 1,915	\$ 1,978	
Grades 4-6	\$ 1,642	\$ 1,660	\$ 1,708	\$ 1,761	\$ 1,819	
Grades 7-8	\$ 1,691	\$ 1,709	\$ 1,759	\$ 1,813	\$ 1,873	
Grades 9-12	\$ 2,010	\$ 2,032	\$ 2,092	\$ 2,156	\$ 2,227	

# Coversheet

## Approve 2024-2025 Local Control Accountability Plan (LCAP)

**Section:** III. Action Items  
**Item:** B. Approve 2024-2025 Local Control Accountability Plan (LCAP)  
**Purpose:**  
**Submitted by:** Mary Streshly  
**Related Material:**  
2024\_LCFF\_Budget\_Overview\_for\_Parents\_Oakland\_Military\_Institute\_20240524 (1).pdf  
2024\_LCAP\_Annual\_Update\_for\_the\_2023-24\_Oakland\_Military\_Institute\_20240531.pdf  
2024\_Local\_Control\_and\_Accountability\_Plan\_Oakland\_Military\_Institute\_20240531.pdf

### BACKGROUND:

The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The components of the LCAP for the 2024-2025 LCAP year must be posted as one document.

The Local Control and Accountability Plan provides information to all stakeholders on how the Oakland Military Institute College Preparatory Academy Plans to use its state funding to help all students but especially those vulnerable groups of students such as English Learners, low income students, foster youth and homeless students.

California funds schools on a per-student basis. Every student who fits into at least one of these targeted groups generates additional funding for their schools. Under state law, LEA's use their LCAP to make the case that spending plans actually serve the best interests of their most vulnerable students.

The LCAP serves the following purposes:

- Forces LEA's to justify their use of state funding.
- Compel LEA's to ask the community what it wants out of its schools.
- Help LEA's to set goals for students' academic performance
- Help LEA's to outline its strategy to improve

After a public hearing, the OMI Local Control and Accountability Plan must subsequently be approved by the OMI Board as a separate public meeting prior to June 30th.

### RECOMMENDATION:

It is the recommendation of Staff that the Board hear the budget presentation and any public comments during Public Hearing and seek any necessary clarifications on the Local Control Accountability Plan [LCAP] and budget narrative as it is presented, then provide the Superintendent and Staff any necessary feedback or direction during this first reading/public hearing in order that staff may bring our Local Control Accountability Plan on June 13, 2024 suitable for Board approval/adoption.



## LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Oakland Military Institute College Preparatory Academy

CDS Code: 01612590130617

School Year: 2024-25

LEA contact information:

Dr. Mary E. Streshly

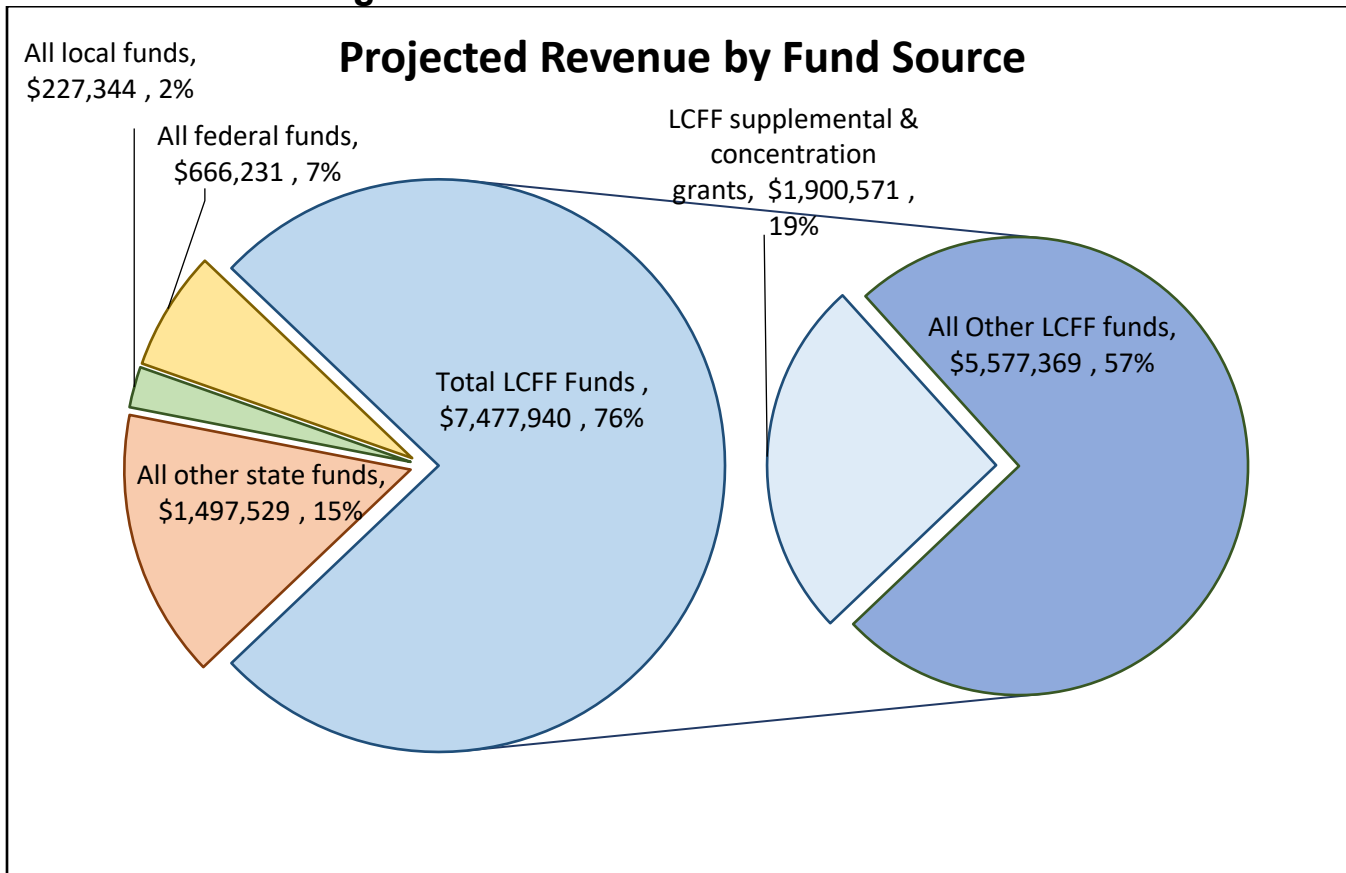
Superintendent

[mstreshly@omiacademy.org](mailto:mstreshly@omiacademy.org)

(510) 594-3992

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2024-25 School Year

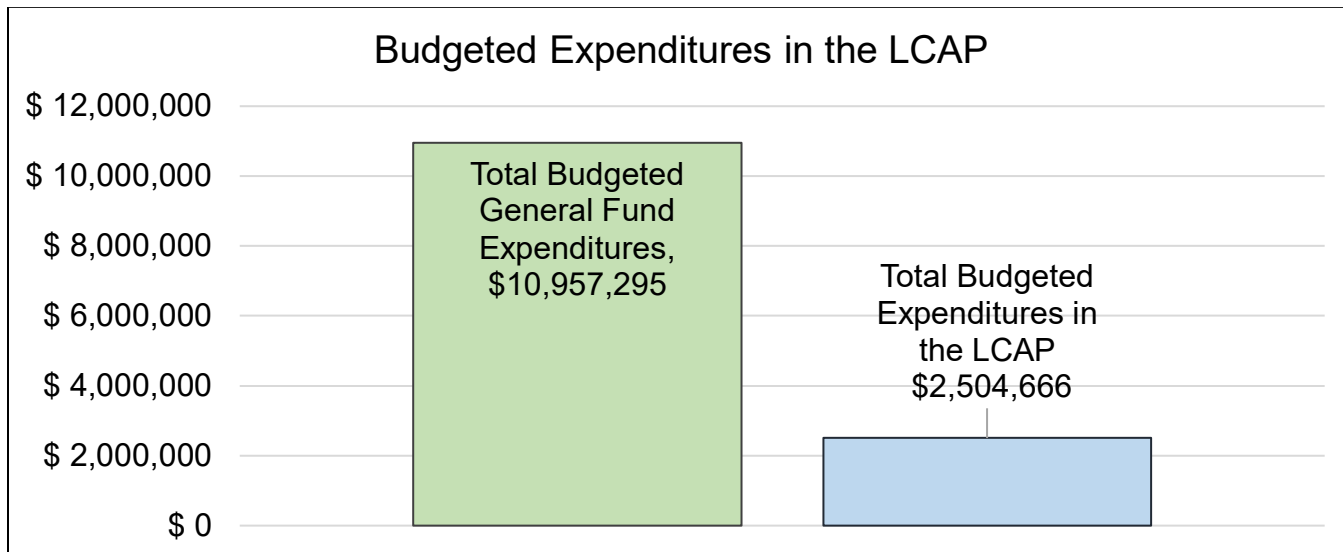


This chart shows the total general purpose revenue Oakland Military Institute College Preparatory Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Oakland Military Institute College Preparatory Academy is \$9,869,044, of which \$7,477,940 is Local Control Funding Formula (LCFF), \$1,497,529 is other state funds, \$227,344 is local funds, and \$666,231 is federal funds. Of the \$7,477,940 in LCFF Funds, \$1,900,571 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

## LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Oakland Military Institute College Preparatory Academy plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Oakland Military Institute College Preparatory Academy plans to spend \$10,957,295 for the 2024-25 school year. Of that amount, \$2,504,666 is tied to actions/services in the LCAP and \$8,452,629 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Remaining expenses include maintenance and operation costs, transportation, Superintendent and business office staff, teachers, additional campus security, instructional supplies, curriculum, educational software, substitutes, school office staff, back office financial and payroll services, teachers, and other necessary supplies and services for running a school.

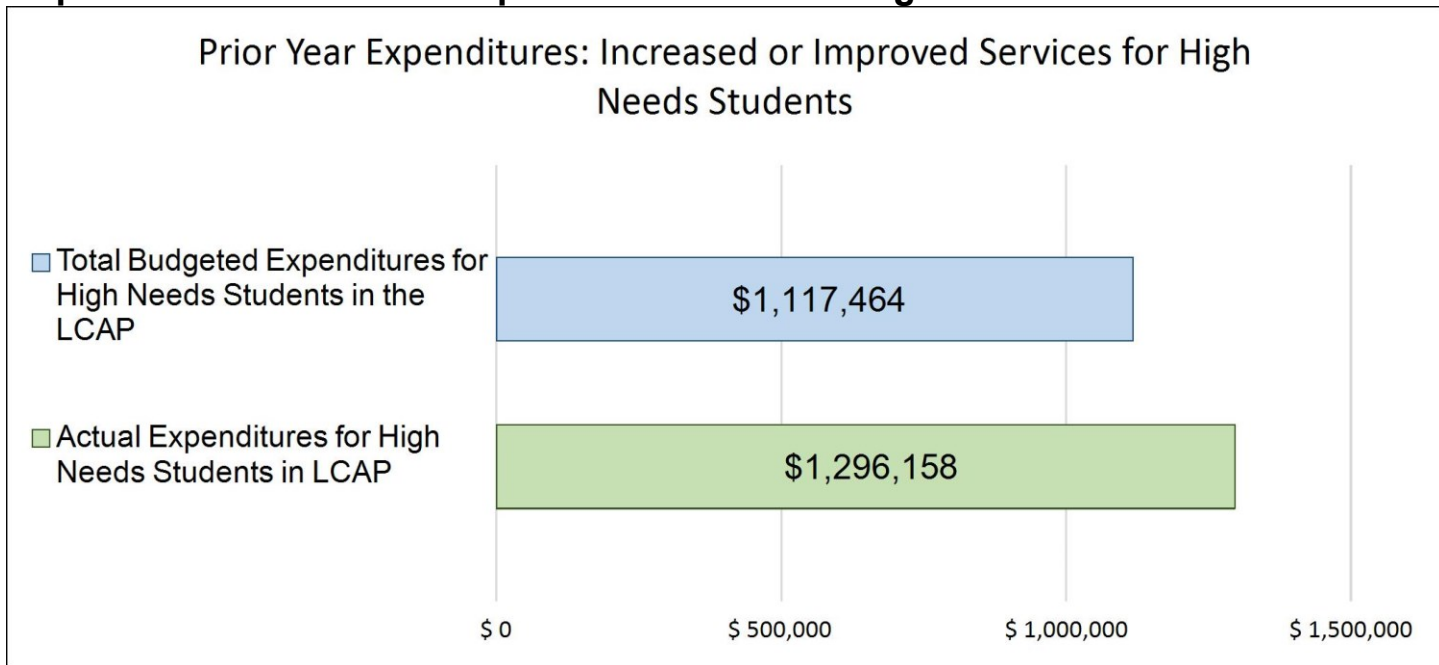
### Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Oakland Military Institute College Preparatory Academy is projecting it will receive \$1,900,571 based on the enrollment of foster youth, English learner, and low-income students. Oakland Military Institute College Preparatory Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Oakland Military Institute College Preparatory Academy plans to spend \$1,197,414 towards meeting this requirement, as described in the LCAP.

OMI volunteers will provide 16.89% in contributing services. These services include translation, afterschool, truancy and attendance support, grade level support and student activities.

## LCFF Budget Overview for Parents

### Update on Increased or Improved Services for High Needs Students in 2023-24



This chart compares what Oakland Military Institute College Preparatory Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Oakland Military Institute College Preparatory Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-24, Oakland Military Institute College Preparatory Academy's LCAP budgeted \$1,117,464 for planned actions to increase or improve services for high needs students. Oakland Military Institute College Preparatory Academy actually spent \$1,296,158 for actions to increase or improve services for high needs students in 2023-24.





## 2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oakland Military Institute College Preparatory Academy	Dr. Mary E. Streshly Superintendent	mstreshly@omiacademy.org (510) 594-3900

## Goals and Actions

### Goal

Goal #	Description
1	Provide high-quality classroom instruction

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Annual CAASPP Scores	CAASPP (2019): English Language Arts (ELA): 26.7% met or exceeded the standard Math (MA): 9.95% met or exceeded the standard	CAASPP (2022): meets/exceeds Overall: 33% ELA; 17% Math 11th grade: ELA 50%; 14% Math 8th grade: ELA 29%; 14% Math 7th grade: ELA 31%; 26% Math 6th grade: ELA 16%; 14% Math	CAASPP (2023): 9% increase in ELA; 1% decrease in Math Overall: 42% ELA; 16% Math 11th grade: 71% ELA; 14% Math 8th grade: 31% ELA; 22% Math 7th grade: 42%. ELA; 13% Math 6th grade: 18%. ELA; 14% Math	See 2024 LCAP for unofficial results Dashboard rate posted Fall 2024 ICA benchmark (2024): meets/exceeds Overall: 26% ELA; 11.5% Math 11th grade: ELA 57%; 14% Math 10th grade: ELA 26%; 15% Math 9th grade: ELA 34%; 20% Math 8th grade: ELA 27%; 6% Math 7th grade: ELA 11%; 14% Math 6th grade: ELA 3%; 2% Math	CAASPP meets/exceeds standard ELA 11th - 65%; Math 11th - 35% ELA 8th - 50%; Math 8th - 45% ELA 7th - 40%; Math 7th - 35% ELA 6th - 50% Math 6th - 50%
Renaissance Star Reading and Math Assessment Results	RenSTAR (2020): English Language Arts (ELA): 34.8% met	RenSTAR (January 2022):	RenSTAR (spring 2023) 2 highest bands	Renstar (2024-1): meets/exceeds	RenSTAR (spring 2024)

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>or exceeded the standard Math (MA): 26.4% met or exceeded the standard</p> <p>RenSTAR (May 2021): English Language Arts (ELA): 30.1% met or exceeded the standard Math (MA): 26.2% met or exceeded the standard</p>	<p>English Language Arts (ELA): 28.8% met or exceeded the standard Math (MA): 16.9% met or exceeded the standard</p>	<p>ELA 6th - 49%; Math 6th - ELA 7th - 53%; Math 7th - ELA 8th - 48%; Math 8th - ELA 9th - 61%; Math 9th - ELA 10th - 56%; Math 10th - ELA 11th - 68%; Math 11th -</p>	<p>12th grade: ELA 40%; 56% Math 11th grade: ELA 34%; 50% Math 10th grade: ELA 19%; 40% Math 9th grade: ELA 28%; 43% Math 8th grade: ELA 19%; 27% Math 7th grade: ELA 16%; 26% Math 6th grade: ELA 16%; 12% Math</p>	<p>ELA 6th - 60%; Math 6th - 25% ELA 7th - 65%; Math 7th - 35% ELA 8th - 60%; Math 8th - 40% ELA 9th - 70%; Math 9th - 55% ELA 10th - 70%; Math 10th - 55% ELA 11th - 78%; Math 11th - 60%</p>
Core Growth Measure (Middle School)	<p>Core Growth Measure (2018-2019) ELA Growth: 35th percentile Math Growth: 19th percentile</p>	No Growth Data Until Fall 2023.	No Core Growth assessment administered in 22-23	TBD Fall 2024	N/A
8th Grade Promotion Rate	<p>92% 8th Grade Promotion</p> <p>65% 8th Grade Promoted w/o Summer School (2021) 100% Promoted after Summer School</p>	<p>62% 8th Graders Promoted w/o Summer School (2022) - 38% need to take Summer School</p>	<p>Spring 2023 79% promoted w/o summer REQ 21% not promoted/conditional summer REQ</p>	<p>88% on time; 93% w summer; 4 not promoted</p>	<p>100% 8th Grade Promotion</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
High School Graduation Rate	High school graduation (2020): 85.6% High school graduation (2021) 80.8%	High school graduation (2022) 98% of class of 2022 90% of 4-year cohort	High School graduation (2023) 99% of class of 2023 4-year cohort rate 94%	unofficial rate: 91% on time; 98.5% w summer Dashboard rate posted Fall 2024	High school graduation: 100% of current class 95% of 4-year cohort
College/Career Indicator (CCI)	CCI (2019): 57.1% Students Prepared	Fall 2022 Dashboard shows unreported CCI A-G Rate: 54% CTE Rate: 0% % taking college courses: 71% Milsci course: 88% [coding problem]	Fall 2023 Dashboard CCI: 65% "prepared for college" college/career indicator	Dashboard rate posted Fall 2024	CCI: 80% Students Prepared
College Acceptance Rate	65.71% Attending 2 or 4 year Colleges	93.44% Attending 2 or 4 year Colleges (2022)	Class of 2023 87% attending 2-4 year [53% 4 year] 1% military	4-year university - 52 out of 64 [81%] 2-year community college - 100% 100% accepted to 2 or 4 year colleges Trade School/Technical Programs - 7 ROTC Scholarship awardees - 3 Military Enlistment Contracts - 2 97% of grads entering postsecondary education	95% acceptance to 2 or 4 year Colleges

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

All of the 6 major actions targeting this goal were taken to a substantive level. These include adding a Dir of Teaching and Learning, increasing presence in the classrooms, contracting with Core Instructional Coaches in Literacy and Math, pursuing deep implementation of the JSWP writing program grades 6-12, mapping and implementing common units from our newly adopted CC standards aligned curriculum in ELA, Math and Science, launching 1-1 chromebook program and increasing our coaching capacity for teacher induction. Substantive differences were all additive and not subtractive. They include:

1. adding common CAASPP interim assessments [IABs] and calibrated scoring sessions for the ELA and Math subject areas.
2. Adding an onsite Mathematics coach for the spring semester
3. Increasing Core coaching contract days by 10 for Literacy in the spring semester in order to address staffing turnover.
4. Director of Student Services and Special Programs position was added to provide extra resource support to Special Education and English Learners

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 1.1:

- a) the expenditure for the Director of Teaching and Learning position [from \$162,862 to \$198,574] was due to not taking into account the COLA and benefits package.
- b) The Student Services Coordinator position was closed and the Director of Student Services and Special Programs position was opened. This was a recognition of the increased responsibilities and oversight for critical programs. This added approx \$20,000 to the budget expenditures for this goal.

Action 1.2:

- a) Literacy coaching days increased from 20 to 30 days due to training needs for new staff mid year
- b) Math coaching from Core decreased to 10 days due to loss of coach from the vendor agency and the decision to transition to an onsite math coach at the semester. Contract was reduced from \$145,000 to \$98,000 due to terminating math portion of Core contract. Remaining \$47,000 allocation was applied to onsite math coach for the spring semester.

Action 1.3

- a) Writing program costs increased slightly due to adding more staff from content areas, such as Military Science, to the PD sessions.

Action 1.4:

- a) Additional licenses for TCI [middle school social studies curriculum] and Read 180 licenses increased our anticipated costs from \$70,000 to \$84,000

Action 1.5:

- a) Tech equipment charged to technology budget, which lowered amount attributed to LCAP funds. This balance includes Pivot digital laboratory platform, Achieve 3000 reading platform, math dept tablets and additional training for Read 180 for new staff.

Action 1.6:

a) Increase in number of staff needing Induction Program to clear credentialing requirements.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Action 1.1: the addition of Director of Teaching and Learning was effective in providing a) more instructional support for new teachers most specifically targeting the middle school staff. b) cadet supervision that reduced challenging behaviors that disrupt the learning environment

Action 1.2: teacher feedback and classroom observations provided evidence that the Core coaches were effective in improving teacher practice in the following areas - classroom management, pacing and lesson design and curricular mapping

Action 1.3: teacher feedback, classroom observations, assessment and benchmark results provided evidence that this has been a very effective instructional initiative that has helped OMI improve writing skills exponentially. With the addition of new staff, trainings will need to be repeated annually and content area staff including milstaff need additional training to successfully integrate critical thinking and writing skills into their coursework.

Action 1.4: ELA subject area trainings have had success, but it is less clear if the math coaching will make enough of an impact on student performance this year. More intensive math training is needed. Training for Social Studies [TCI] and Science curriculum is needed for next year.

Action 1.5: Teacher peer trainings were effective in ensuring all staff were exposed to a variety of digital platforms that increased cadet engagement as well as a comfort level to use the programs appropriately.

Action 1.6: Induction teacher survey is pending, but triad meetings with coach and mentees along with classroom observations and teacher evaluation reflections revealed growth from the induction coaching experiences.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

We are not achieving our desired improvement levels in math at both the high school and middle school level and with Literacy at the middle school level. While math and literacy curriculum adoption and math coaching produced nominal improvement, the very low % of math and middle school ELA proficiency remains our biggest concern and reasons of the ineffectiveness include 1) staff turnover in math department [coaching investment goes with them] 2) inexperienced and under qualified staff [teachers without and single subject math credential] 3) curriculum implementation [unit/lesson mapping] achieved only partial implementation 4) Saturday and after school intervention only addressed approx 25% 5) significant increase in the number of cadets with disabilities requiring more intensive intervention and increased number of cadets entering OMI with 3 or more grade levels behind per our Renstar diagnostics. These issues combined call for more dramatic, targeted intervention for both the cadets and the instructional approaches

Action 1.1: add additional ELA and Math teacher release to encourage department based leadership and peer leadership and mentoring; add back Coordinator for Special Education and English Learners due to increases in special populations

Action 1.2: move away from Core coaches to internal peer coaching & mentoring on a more regular, frequent "day to day" basis in ELA and Math

Action 1.3: continue deeper implementation of school wide writing program for enculturation of college level synthesis, analysis and argumentation within the writing process and build a stronger foundation of writing teaching skills in all the content areas, including military science and electives

Action 1.4: decision was made mid year to add a targeted literacy program for 11th graders [Achieve 300], any changes would be pending our CAASPP and Renstar results.

Action 1.5: 1-1 chromebook launch of overall very successful; changes include adding insurance options to help maintain our assets and refresh budget; refresh of classroom digital displays changes from updating projectors to the implementation of large flat screen mobile monitors to enhance visual accessibility

Action 1.6: Recruitment enhancements, such as signing bonuses and extra duty pay for highly qualified, fully credentialed teachers in mathematics who have a strong conceptual knowledge. Over the last two years, new teaching candidates have struggled and retention has been poor compared to experienced hires.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Goals and Actions

### Goal

Goal #	Description
2	Provide English Learners with the required skills to reach grade level standards/proficiency

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELPAC Growth	English Learners ELPAC annual growth data (2019): 47.1%  English Learners ELPAC annual growth data (2021): 25.8%	English Learners ELPAC annual growth data (2022): 54% making progress toward English Language proficiency CA Dashboard: medium	English Learners ELPAC annual growth Data (2023): 70% making progress toward English Language proficiency	English Learners ELPAC annual growth Data (2023): 70% making progress toward English Language proficiency	English Learners ELPAC annual growth data: 65%
Reclassification Rate	EL Reclassification Rate (2019-2020): 9%  EL Reclassification Rate (2020-2021): 5.5%	EL Reclassification Rate (2021-2022): 8% Fall 2022	EL Reclassification Rate (2022-2023) 8%	EL Reclassification Rate (2022-2023) 8%	EL Reclassification Rate: 15%
EL Proficiency Level RenSTAR	RenSTAR (2020): English Language Arts (ELA): 9% Math (MA): 7% of EL students meet or exceeds the standard	RenSTAR (January 2022): English Language Arts (ELA): 3.8% Math (MA): 2.6% of EL students meet or exceeds the standard	RenSTAR (January 2023) EL 9-12 Grade level equivalency literacy - 5.2 EL 9-12 Math Grade level equivalency - 6.7	RenSTAR (January 2023) EL 9-12 Grade level equivalency literacy - 5.2 EL 9-12 Math Grade level equivalency - 6.7	RenSTAR (2020): English Language Arts (ELA): 45% Math (MA): 40% of EL students meet or exceeds the standard



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	RenSTAR (May 2021): English Language Arts (ELA): 5.1% Math (MA): 6.5% of EL students meet or exceeds the standard				
EL Meeting or exceeding standard on CAASPP	CAASPP (2019): English Language Arts (ELA): 8% Math (MA): 3%	CAASPP EL's (2022) met/exceed EL's in Math: 5.8% EL's in ELA: 5.8%	CAASPP EL's (2023) met/exceed EL's in Math: 10% EL's in ELA: 11%	CAASPP EL's (2023) met/exceed EL's in Math: 10% EL's in ELA: 11%	CAASPP (2024): English Language Arts (ELA): 35% Math (MA): 35%
RFEP students meeting annual goals on standards mastery and grade requirements	57% of RFEP students met annual goals on standards mastery and grade requirements	72% of RFEP students met annual goals on standards mastery and grade requirements	RFEP Annual Goals (2023): 90%	RFEP Annual Goals (2023): 90%	100% of RFEP students meet annual goals on standards mastery and grade requirements
CLAD/BCLAD certification from Commission on Teacher Credentialing	(2020-2021) 66% of teachers have CLAD/BCLAD Certification	(2021-2022) 81.3% of teachers have CLAD/BCLAD/ELA Certification	(2022-2023) 83% of teachers have CLAD/BCLAD/ELA certification	(2022-2023) 83% of teachers have CLAD/BCLAD/ELA certification	(2024) 100% of teachers have CLAD/BCLAD Certification

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Action 2.1: All designated English Learners were placed in ELD support classes at the middle and high school level
- Action 2.2: English Learner supports were embedded in our structured writing program and explicit vocabulary instruction by Core coach were both provided to all staff. Instructional coaches targeted speaking and listening and interactive/cooperative instructional strategies to support English Learners.
- Action 2.3: Credentialed Teachers who needed CLAD were supported in getting this certification
- Action 2.4: Bilingual aides and long term subs were hired to support the classrooms with English Learners

Action 2.5: Extensive coaching/training was provided for teachers and aides using Read 180 Literacy program and System 44 for English Learners; licenses were purchased as needed

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 2.1: Difference of close to \$100,00 less in actual expense was due to ELD teacher leaving mid year due to illness and was replaced by a substitute and several EL students were reclassified mid year causing 3 sections to be collapsed at the semester.

Action 2.2: English Learner supports were embedded in our structured writing program and explicit vocabulary instruction by Core coach were both provided to all staff. A \$55,000 difference in expense was due to the fact that the expense was covered in the training contracts listed in goal 1.

Action 2.3: no material difference

Action 2.4: We were only able to hire 2 of the 4 projected hires due to staffing shortages

Action 2.5: The \$130,000 differential was due to lower student projected counts and not needing 100 extra licenses

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Action 2.1: Ensuring all English Learners were placed in ELD supports with a strong literacy program and extensive training has produced significant improvements in reading and reclassification rates

Action 2.2: English Learner supports were embedded in our structured writing program and explicit vocabulary instruction by Core coach were both provided to all staff - data from our writing benchmarks and the CAASPP IABs showed improvements in writing and fluency for ELs

Action 2.3: Credentialed Teachers who needed CLAD were supported in getting this certification

Action 2.4: Bilingual aides and after school tutors are attributed to success rates by providing mentoring, communications and classroom supports.

Action 2.5: Changing the ELD curriculum from National Geographic to Read 180, System 44 and JSWP gave us more progress targets and kept teachers and students moving towards individualized goals

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

More school wide English Learner teacher PD has been asked for by teachers and the focused PD will be added to the 24-25 LCAP

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Goals and Actions

### Goal

Goal #	Description
3	Create a safe, welcoming and inclusive campus environment for all cadets, their families and OMI personnel. Cadet promotion creates cadet leaders and the ability to handle enhanced leadership roles throughout the campus.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Annual Parent Survey Results	(Baseline Winter 2021) 74.3% Parents are Satisfied or Very Satisfied with the school overall	(Baseline winter 2022) 74.3% Parents are Satisfied or Very Satisfied with the school overall	(Spring 2023) Parent Survey Satisfied w/ instruction: 81% Satisfied w/ safety: 86% Satisfied w/ communication: 91% Satisfied w/ conditions: 87%	No data	85% Parents are Satisfied or Very Satisfied with the school overall
Annual Student Survey Results	66.5% Students are Satisfied or Very Satisfied with the school overall (Baseline Winter 2021)	66.5% Students are Satisfied or Very Satisfied with the school overall (Baseline)	(winter 2022) CA Healthy Kids Survey safety sadness	(2022-23) CA Healthy Kids Survey School connectedness 12th: 45% 11th: 47% 10th: NA% 9th: 48% 8th: 51% 7th: 48% 6th: 71% School perceived as very safe or safe	90% Students are Satisfied or Very Satisfied with the school overall

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
				12th: 66% 11th: 63% 10th: NA% 9th: 57% 8th: 53% 7th: 54% 6th: 89%	
Parent Engagement (committees, school events, parent meetings) Annually	20% Parents engaged in committees, school events, volunteers or parent meetings	10% Parents engaged in committees, school events, volunteers or parent meetings	Back to School Night 150+ 33% 4 events w/ 40+ parents. 10% Ave Grizzly Night attendance 25 5% *need better monitoring system for accountability	Back to School Night 150+ 33% Fall Fest 110+ 22%	50% Parents engaged in committees, school events, volunteers or parent meetings
Annual Student Attrition	8% Student Attrition	(2021-2022) 17% Student Attrition	(2022-2023) Student Attrition Rate: 6.15%	(2023-2024 Mid-Term) Student Attrition Rate: TBD	3% Student Attrition
Suspension/Expulsion Rate	Suspension Rate (2019) 13.2%	Suspension Rate (2022) 8.3% suspended at least 1 day	(2022-2023) Suspension Rate: 3.5%	(2023-2024 Mid-Term) Suspension Rate: 3.5%	2% Suspension Rate
Average Daily Attendance Rate	95.04% ADA	90.3% ADA (2021-2022) 25% chronically truant	(2022-2023) 92% ADA	(2023-2024 Mid-Term) 92%	98% ADA
Annual School Application/Enrollment Target	91% of Available Seats Filled	82% Available Seats Filled	77% Available Seats Filled	TBD lottery March; 100% applications submitted	100% Available Seats Filled

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Cadet Leadership/ CACC Promotions	CACC AGI Standard: C/SGT or higher: 50%	(2021-2022) C/SGT Sophomores: 22% C/SGT Juniors/Seniors 37%	(2022-2023) % of Cadets that are C/SGT or higher 10th: 27.3% 11th/12th: 54.5%	10th grade: 20 Cadets or 23%; 11th grade: 54 Cadets or 78%; 12th grade 56 Cadets or 89%	(2023-2024) C/SGT or Higher Sophomores : 50% C/SGT or Higher Juniors/Seniors 90%

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Action 3.1: Systemized positive behavior interventions were not implemented schoolwide, but rather inconsistently within grade level teams [ASGs] and often more consistently with individual teachers. The BARR supports were implemented schoolwide and training and facilitation supports provided, but there were inconsistencies between the cohesion and effective team facilitation based on group chemistry and experience level in the make up the teams. 6th grade team, 11th/12th grade teams were identified as most productive.

Action 3.2: Parent outreach improved, but we still fall short of our desired participation rates. The student lead newsletter steadily became more and more inconsistent throughout the year. On the improvement side, our Grizzly Night Parent meetings have steadily increased in participation, parent portal access data has greatly improved due to targeted support during orientation and Back to School Night. BTSN was also a participation success, but complaints about crowding has us rethinking the design and separating MS and HS dates or locations.

Action 3.3: Our front office clerical staff is a 100% bilingual and our leadership staff is 60-70% bilingual. We did not fill a separate bilingual liaison position, but rather paid stipends for bilingual staff to support parent outreach and community events.

Action 3.4: No substantive difference between implementation and goal. CA Healthy Kids Survey was Administered.

Action 3.5: Cadet recruitment process was expanded greatly due to donor funds allowing us to hire marketing agency. Additional cadre staff and cadet leadership were also assigned to extra recruitment activities, such as fairs, parades, tours and shadowing

Action 3.6: No substantive differences between implementation and goal. Much investment was made by leadership to design separate middle and high school discipline and safety teams, which worked to improve consistency and proactivity in student supervision and progressive discipline processes. More adjustments are planned for 24-25 as we continued to gather data and refine systems of communication and progressive restorative practices in addition to chain of command in decision-making.

Action 3.7: This was not fully achieved. We made progress as we hosted advanced leadership courses during the second semester, but with natural attrition and graduating Cadets with high ranks, we made progress in backfilling them.

Action 3.8: No substantive differences between implementation and goal. Middle School focused counselor was created and a middle school wellness center was opened.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 3.1: Due to inconsistent practices across ASG grade level teams, only 1/2 of the budget was spent on PBIS and the last year of the BARR contract was cancelled due to perceived lack of impact or effectiveness of the vendor. [-\$30,000]

Action 3.2: No significant expenditure differences

Action 3.3: Bilingual aides were increased by 1.0 fte [+\$76,000] due to additional classroom support needs

Action 3.4: No substantive difference between implementation and expenditure.

Action 3.5: Substantive difference [-\$38,000] was due to more expenses shifting to donor direct to vendor funding.

Action 3.6: Our goal to integrate and expand cadre roles across multiple school functions, including discipline, safety, PBIS, cadet activities and operations increased cadre cost projection by +\$217,000

Action 3.7: No substantive differences in implementation and expenditures

Action 3.8: No substantive differences between implementation and expenditures attributed to LCFF.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Action 3.1: Systemized positive behavior interventions were not implemented schoolwide, but rather inconsistently within grade level teams [ASGs] and often more consistently with individual teachers. The BARR supports were implemented schoolwide and training and facilitation supports provided, but there were inconsistencies between the cohesion and effective team facilitation based on group chemistry and experience level in the make up the teams. 6th grade team, 11th/12th grade teams were identified as most productive.

Action 3.2: Parent outreach improved, but we still fall short of our desired participation rates. The student lead newsletter steadily became more and more inconsistent throughout the year. On the improvement side, our Grizzly Night Parent meetings have steadily increased in participation, parent portal access data has greatly improved due to targeted support during orientation and Back to School Night. BTSN was also a participation success, but complaints about crowding has us rethinking the design and separating MS and HS dates or locations.

Action 3.3: Our front office clerical staff is a 100% bilingual and our leadership staff is 60-70% bilingual. We did not fill a separate bilingual liaison position, but rather paid stipends for bilingual staff to support parent outreach and community events. More training for front office staff is necessary to improve customer service and professionalism.

Action 3.4: CA Healthy Kids Survey was Administered, but higher participation rates are necessary as well as additional targeted questions, as the results do not provide us with actionable information.

Action 3.5: Cadet recruitment process was expanded greatly due to donor funds allowing us to hire marketing agency. Additional cadre staff and cadet leadership were also assigned to extra recruitment activities, such as fairs, parades, tours and shadowing

Action 3.6: Much investment was made by leadership to design separate middle and high school discipline and safety teams, which worked to improve consistency and proactivity in student supervision and progressive discipline processes. More adjustments are planned for 24-25 as we continued to gather data and refine systems of communication and progressive restorative practices in addition to chain of command in decision-making. Some communication gaps and inconsistent practices were reported.

Action 3.7: This was not fully achieved. We made progress as we hosted advanced leadership courses during the second semester, but with natural attrition and graduating Cadets with high ranks, we made progress in backfilling them.

Action 3.8: Middle school wellness took longer than anticipated to get services that reach all students up and running. Increased mental health crisis and special education counseling interferes with academic counseling and interventions.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Action 3.1: BARR will be canceled due to lack of anticipated results. More structured and facilitated agendas for ASGs needed along with regrouping of some teacher teams for improved cohesion and student impacts.

Action 3.2: We continue to brainstorm ways to increase parent participation. We have joined the CA Community Engagement Initiative which will give us statewide thought partners and we have identified a parent liaison position for 24-25. Finally, we are aiming to combine parent meetings with cadet recognition awards ceremonies, parent education and banquets to improve attendance.

Action 3.3: More training for front office staff is necessary to improve customer service and professionalism. Cadre will be integrated into front office operations.

Action 3.4: Additional targeted questions pertaining to our LCAP goals will be added as well as a HKS student and HKS staff survey to compliment our HKS student survey.

Action 3.5: Significant investment will need to be continued into 24-25 in order to reach a very competitive charter market in the bay area. This number one asset is word of mouth from our families and our academic rankings, so other than marketing, our biggest focus will remain on instruction and cadet experience.

Action 3.6: Much investment was made by leadership to design separate middle and high school discipline and safety teams, which worked to improve consistency and proactivity in student supervision and progressive discipline processes. More adjustments are planned for 24-25 as we continued to gather data and refine systems of communication and progressive restorative practices in addition to chain of command in decision-making. Some communication gaps and inconsistent practices were reported.

Action 3.7: Next year we will need to offer additional weekend courses both semesters to allow cadets to achieve the right rank for the right position they are serving. One barrier we faced was the competitive space of MilSci. We pushed in Drug Demand Reduction, Sexual Education, Counseling, writing assignments, etc. Having this competitive space made it hard to cover the advanced leadership curriculum when we designed MS to have "Beginner, Intermediate, and Advanced" classes. Again, we will find time on the weekends or non-school days to address this. Reorganization of Cadet Headquarters and Cadet Mentoring in Operations to expand impact across the student body.

Action 3.8: Add mental health counseling interns and leadership supports to build a more cohesive and organized counseling department.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**



## Goals and Actions

### Goal

Goal #	Description
4	Bolster leadership capacity at the school for substantial and sustainable academic improvement over time

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Overall Staff satisfaction with leadership				Incomplete Data - TBD Staff Leadership Survey LCAP survey results: [n=22] safe/very safe = 94.5% kept informed = 89% feel supported = 94% responsive leadership = 94.5% satisfied w supt leadership = 89%	
Overall Parent/Student satisfaction with school and leadership				See Healthy Kids Survey results LCAP survey results: [n=20] satisfied: instruction = 85% safety = 85.6% kept informed = 78.6% school management = 78.6%	

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
				military program = 78.6%	
Governing Board Superintendent Evaluation				No Data	
Overall tenure of management team				full team ave 6 years; exec team ave 3 years	
Staff Retention average				As of 5/24/2024 all staff who have been offered a 24-25 agreement have committed to returning. 3 staff. 8% voluntary departure mid year. 6% involuntary	

## Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Action 4.1: Leadership organization chart was developed and reviewed at a leadership retreat. Integrating civilian leadership who are new to the school with cadre leadership that are ever shifting, training or deploying is an ongoing process that takes vision, determination and patience.

Action 4.2: Hired Director with experience, but leadership trainings were minimal due to time constraints and scheduling conflicts. Most trainings came from superintendent mentoring and YMC and El Dorado Selpa webinars [legal trainings] and well as our required annual statutory trainings for mandated reporters, sexual harassment, blood borne pathogens, pesticides/hazardous chemicals and food service trainings. Two business office staff were sent to CBO academy training.

Action 4.3: Staff leadership and LCAP survey was sent out and results are pending.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Action 4.1: No material difference

Action 4.2: Leadership trainings were minimal due to time constraints and scheduling conflicts, ie CSDC conference was canceled. Most trainings came from superintendent mentoring and YMC and El Dorado Selpa webinars [legal trainings] and well as our required annual statutory trainings for mandated reporters, sexual harrassment, blood borne pathogens, pesticides/hazardous chemicals and food service trainings. Two business office staff were sent to CBO academy training, Dual Enrollment Coordinator attended DE conference, grant coordinator attended grant seminars and superintendent attended LCAP and School Services and OUSD charter office meetings.

Action 4.3: Staff leadership and LCAP survey was sent out and results are pending.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Action 4.1: As explained above, the vision of integrating Cadre functions with school leadership functions is ongoing and trail and error is a necessary part of the process as we work to determine functional fits with personnel skills and integrated chain of command and oversight structures. We may great strides this year, but staff promotions, reassignments and vacancies will lead us to update the organization chart and division of duties and functions. Communication and consistency of administrative processes are areas for improvement.

Action 4.2:

Action 4.3: Staff leadership and LCAP survey was sent out and results are pending.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Goals and Actions

### Goal

Goal #	Description
5	

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24

### Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

## Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

## Goals and Actions

### Goal(s)

#### Description:

Copy and paste verbatim from the 2023–24 LCAP.

#### Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

#### Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

#### Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

## Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
  - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

California Department of Education  
November 2023



## Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oakland Military Institute College Preparatory Academy	Dr. Mary E. Streshly Superintendent	mstreshly@omiacademy.org (510) 594-3900

## Plan Summary [2024-25]

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

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. Located in the heart of Oakland's transit center near the MacArthur BART station, OMI's leadership focused and military themed prep academy is comprised of a middle school and a high school serving grades 6-12. 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's four (4) pillars are **ACADEMICS, LEADERSHIP, CITIZENSHIP, and COLLEGE READINESS**. The goal of OMI is to graduate cadets who are capable of meeting the admissions requirements for any college in the nation and who are prepared for their roles as future leaders.

OMI was renewed by its authorizer, the Oakland Unified School District (OUSD), in 2019 and the term has been extended through June 30, 2028). OMI is accredited by the Western Association of Schools and Colleges [WASC] and our accreditation term was renewed in 2023 for a full 6 year term through 2029.

## Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Over the 3 years of the current LCAP, OMI has seen drastic changes in academic indicators of the dashboard. Year one post pandemic saw all time lows in performance. However, over the last two years OMI has seen significant increases in all but 1 of the CA Dashboard performance indicators.

Our graduation rate has increased from 89% to 94% [Yellow to Green]

Our college and Career Readiness Indicator has increased from 54% to 64% [medium to high]

Our CAASPP ELA Literacy rate has increased from 33% proficient to 42% [our high school making the strongest jump to 71% proficient] [Orange to Yellow]

Our CAASPP Math rate dropped 1% from 17% to 16% proficiency rate [ 8th and 11th grade increased the number of students achieving "not met" level 1 by 5%] [Orange to Orange]

Our Chronic absenteeism has decreased from 25% to 20% [Red to Yellow]

Our suspension rate has decreased from 8.5% to 3% [Orange to Green]

Our English Learner Progress rate increased by 17% to 71% [Green to Blue]

These success rates are attributed to intensive instructional coaching, adoption and implementation of CA Common Core instructional materials, initiation of intensive literacy intervention programs in reading and writing, adding designated ELD for all EL students, audits and process improvements to our student information system data collection, our induction program, change in leadership w increase in instructional leadership experience and expectations [w intensive middle school focus], middle school counseling focus and efforts to expand and capitalize on cadre leadership, expertise and integration in key areas of the campus.

Our local indicators also improved 100%. Two years ago, all local indicators showed "not met" and in 2023 all local indicators showed "met."

Local Indicators include:

Teachers, Instructional Materials and Facilities

Parent and Family Engagement

Local Climate Survey

This was aided by a positive Williams Act Audit, a successful WASC accreditation visit and self-study and concerted initiatives to engage our cadets and families in Grizzly Nights, YCP, ASP, sports and extra curricular activities and with our teachers and staff through ASG outreach activities

## Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

N/A

## Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### ***Schools Identified***

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

### ***Support for Identified Schools***

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

### ***Monitoring and Evaluating Effectiveness***

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

# Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
------------------------	------------------------

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Data from the LCAP annual mid term report and the CA Healthy Kids Survey Results was analyzed by our management team and Instructional Leadership Team and presented to our governing board in February. In March - May of 2024, OMI used several avenues to gather input on the development of the 24-25 3-year LCAP. The activities and influence on the LCAP are described below:

In March, the LCAP Annual Update was completed with assistance from teachers, principal, administrators and other school personnel providing us with estimated actuals for budget development and the opportunity to reflect on the progress and efficacy of our program initiatives toward meeting our goals. This was an LCAP team comprised of the CFP, the superintendent, the Director of Teaching and Learning, the assessment coordinator and select department chairs.

In April, the team developed an annual LCAP engagement survey for parents, cadets and staff and distributed it in a weekly staff newsletter, in Parent Square and provided time in a faculty meeting, cabinet meeting and Parent Grizzly Night. The input data from the survey input was used to develop draft goals, action items and smart goal data targets.

In May, the draft goals, key actions and measurable improvement targets were presented to the Site Council, Delac/Elac, The Instructional Leadership Team, the Management Team and student leadership [HQ]

Input provided influenced the following:

- 1) English Learner instruction: ELPAC interim assessments, training, more speaking, designated and integrated supports
- 2) Add instructional planning time and teacher leader release in the master schedule to increase leadership opportunities, continue writing program, academic support in ASP and peer tutors
- 3) middle school conferences cadet led, calendar by grade of college experiences, integrated master calendar with cadre/ycp, more mental health
- 4) consistent bi-monthly parent newsletter, add tech/stem elective wheel, sports and music to middle school
- 5) math: curricular mapping, benchmarking, intensive 1-1 instructional coaching, hire experienced math teachers and tutors, add intervention classes and develop intervention curriculum

- 6) revamp grade level team [ASG] leadership and facilitation for more productive and proactive intervention and family engagement
- 7) create student services center adjacent to wellness center to more effective collaboration in positive behavior intervention supports

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
1	Provide high-quality classroom instruction.	Broad Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

High quality instruction is the core of our mission and the key to a successful college preparatory education that meets the needs of all cadets. We are continuing this goal into our new 3-year LCAP cycle not only because of our core belief in the quality of instruction, but because the after effects of the pandemic continue to linger in the overall experience level and qualifications of our teaching staff. Significant staff turnover and shortages since 2020 have impacted the readiness of the majority of teachers. While we have made significant strides in recruiting highly qualified staff, stabilizing our core faculty and training up in key classroom management and student engagement strategies, we believe the focus of our resources should remain in this area of coaching and unit/lesson design.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Annual CAASPP Scores	CAASPP (2023) English Language Arts (ELA): Middle School = 30% met or exceeded standard High School = 71% met or exceeded standard Math Middle School = 16% met or exceeded standard High School = 14% met or exceeded standard			CAASP (2026) English Language Arts (ELA): Middle School = 70% met or exceeded standard High School = 81% met or exceeded standard Math Middle School = 60% met or exceeded standard	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					High School = 60% met or exceeded standard	
1.2	Renaissance Star Reading and Math Assessment [RenStar]	Renstar (2024-1): meets/exceeds 12th grade: ELA 40%; 56% Math 11th grade: ELA 34%; 50% Math 10th grade: ELA 19%; 40% Math 9th grade: ELA 28%; 43% Math 8th grade: ELA 19%; 27% Math 7th grade: ELA 16%; 26% Math 6th grade: ELA 16%; 12% Math			Renstar (2026): meets/exceeds 12th grade: ELA 75%; 75% Math 11th grade: ELA 80%; 80% Math 10th grade: ELA 70%; 70% Math 9th grade: ELA 60%; 60% Math 8th grade: ELA 60%; 60% Math 7th grade: ELA 60%; 60% Math 6th grade: ELA 50%; 50% Math	
1.3	High School Graduation Rate	Graduation Rate (2023) 94%			Graduation Rate (2026) 98%	
1.4	College/Career Indicator	College Career Indicator Rate (2023): 65%			College Career Indicator Rate (2026): 85%	
1.5	8th Grade Promotion Rate	Promotion Rate (2023):			8th grade Promotion Rate (2026): 100%	
1.6	College and Career Readiness Indicator	Class of 2023: 64%			Class of 2026: 80%	

# Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	School Wide College Prep Writing Program 6th -12th [JSWP]	Year 3 of deep implementation of highly structured approach to SBAC writing types. The approach provides scaffolding for our English Learners, Special Needs and accelerated learners to access Argumentative, Literary Analysis, Explanatory/Synthesis and Narrative writing.	\$25,000.00	Yes
1.2	Instructional Coaching, Internship and Induction program	Highly qualified staff will be given a prep release and stipends for additional coaching time over caseload to coach induction candidates and staff identified as needing improvement in specific areas.	\$152,007.00	Yes
1.3	Structured Reading Intervention Program	Licenses and training for Read 180/System 44 reading intervention for struggling readers and Special Education and below grade level readers; Achieve 3000 Reading Intervention for Juniors and Newslea Reading program for 9th and 10th graders.	\$131,739.00	Yes

Action #	Title	Description	Total Funds	Contributing
<b>1.4</b>	Cadet Success Center After School Tutoring Program	After School Program tutoring, Homework Club for the middle school and Credit Recovery and tutoring for high school.	\$90,972.00	Yes
<b>1.5</b>	Math Power Up	Math teachers will team up over the summer to develop an integrated Advanced Algebra course for 11th graders to align with CAASPP, curricular maps and units for middle school and develop corresponding common benchmark assessments. Team will additionally explore curriculum augmentation programs, such as Khan Academy, Insider Mathematics and Silicon Valley Math Initiative resources to augment instruction.	\$6,550.00	Yes
<b>1.6</b>	Common Core Standards and Instructional Alignment Initiative for ELA	Unlike math, ELA has made great strides in raising literacy achievement. However, in order to sustain our progress and continue our accelerated growth patterns, the ELA department will continue to codify our expectations in curricular maps, instructional calendars and common benchmark assessments. This summer, a team of ELA teachers will	\$139,507.00	Yes
<b>1.7</b>	5 extra days of instruction and 4 extra days of professional development		\$156,307.00	Yes
<b>1.8</b>	1-1 student laptop program w/ safety oversight program	1-1 laptop distribution allows for equal access to digital curriculum and digital learning. Digital platforms offer more personalized and interactive content as well as modes for teachers, students and parents to engage as they do with Google classroom and Aeries parent portal. Without the 1-1 cadet laptop program, equity issues would persist as technology access differs dramatically when cadets leave campus. Safety programs, such as Go Guardian and our technology use policies have also proven critical because access to unsafe content accompanies access to the internet.	\$102,000.00	Yes





# Goals and Actions

## Goal

Goal #	Description	Type of Goal
2	Provide Special Populations [English Learners & Special Education] with the required skills to met grade level standards/proficiency and/or IEP goals and with the required supports to meet compliance requirements	Maintenance of Progress Goal

### State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

### An explanation of why the LEA has developed this goal.

40% of OMI cadets are identified as English Learners in 2023 and approximately 25% are reclassified English Learners. This places the vast majority of OMI cadets as having a second language at home and likely needing language and literacy supports to achieve their full potential as college eligible and college ready cadets. In order to provide these supports, teachers require training in English Language Development and other language scaffolding strategies for all content areas.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	ELPAC Growth	70% making progress toward English Language proficiency (2023)			85% making progress toward English Language proficiency (2026)	
2.2	Reclassification Rate	EL Reclassification Rate (2022-2023) 8%			EL Reclassification Rate (2026) 20%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.3	EL Proficiency Level - RenStar	RenSTAR (January 2023) EL 9-12 Grade level equivalency literacy - 5.2 EL 9-12 Math Grade level equivalency - 6.7			RenSTAR (January 2026) EL 9-12 Grade level equivalency literacy - 7.0 EL 9-12 Math Grade level equivalency - 8.0	
2.4	EL Meeting or exceeding standard on CAASPP	CAASPP EL's (2023) met/exceed EL's in Math: 10% EL's in ELA: 11%			CAASPP EL's (2026) met/exceed EL's in Math: 35% EL's in ELA: 35%	
2.5	RFEP students meeting annual goals on standards mastery and grade requirements	RFEP Annual Goals (2023): 90%			RFEP Annual Goals (2026): 100%	
2.6	CLAD/BCLAD certification from Commission on Teacher Credentialing	(2022-2023) 83% of teachers have CLAD/BCLAD/ELA certification			(2026) 95% of teachers have CLAD/BCLAD/ELA certification	
2.7	Special Education RenStar					
2.8	Special Education CAASPP					
2.9	Special Education Failure rates					

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Ensure all EL's have access to designated ELD courses	Create academic success courses with English Language Development as the foundational curriculum for all English Learners at grades 6-12. Supplement Read 180 and System 44 program with structures writing program [JSWP], explicit vocabulary instruction and speaking and listening curriculum in the middle school and and supplement the ELD curriculum in grades 9-12 w/ National Geographic, Newslea, Achieve 3000 with structured writing program, explicit vocabulary instruction and speaking and listening curriculum.	\$151,866.00	Yes
2.2	English Learner Instructional Methodologies for all staff	Hire onsite staff expert trained in EL Achieve methods to develop EL training series for teachers in all content areas and purchase the EL Achieve instructional materials.	\$10,000.00	Yes
2.3	Support Teachers to credentialing requirements that include CLAD or BCLAD or ELA certification.	Continue to audit credentialing status of teachers and offer program supports to complete all required certifications to achieve preliminary and clear credentialing that includes working with special populations.	\$18,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
<b>2.4</b>	Hire additional bilingual paraprofessionals to support core and extended learning		\$74,405.00	Yes
<b>2.5</b>	Special Education Team. Para and Faculty Training, increased recruitment and hiring incentives and co-teaching model in identified classrooms	Due to Special education staff turn over rates coupled with a continued rise in cadets who qualify for special education, this special needs area continues to requires increased supports, trainings and staffing incentives.	\$22,000.00	Yes
<b>2.6</b>	English Learner program oversight coordinator support		\$48,106.00	

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
3	Create a safe, welcoming and inclusive campus environment for all cadets, their families and OMI personnel.	Broad Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

As a school of choice, the vigor and vitality of our program resides in cadets and families choosing OMI because it is an environment that they want to be in everyday because it is safe, welcoming and provides the best conditions for learning. The learning conditions in a diverse, urban school must include cultural competency and inclusiveness as social and emotional well being is foundational to academic success.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Annual Parent Survey	Spring 2024 Satisfied w/ instruction - 85.7% Safety of cadets - 85.6% Keeps parents well informed - 78.6% Satisfied w/ management of the school - 78.6 Satisfied w/ military program - 78.6%			Parent satisfaction: Instruction: 95% Safety: 95% Communication: 90% Management: 90% Military program: 90%	
3.2	CA Healthy Kids Survey	Fall 2023:			Fall 2026:	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Middle School Climate: Academic motivation: 64% Good attendance: 71% Meaningful Participation: 24% Safety: 54% Social Emotional Distress: 16% High School Climate: Academic motivation: 63% Good attendance: 82% Meaningful Participation: 29% Safety: 60% Social Emotional Distress: 16			Middle School Climate: Academic motivation: 80% Good attendance: 90% Meaningful Participation: 65% Safety: 75% Social Emotional Distress: 5% High School Climate: Academic motivation: 80% Good attendance: 90% Meaningful Participation: 65% Safety: 80% Social Emotional Distress: 5%	
3.3	Annual Staff Survey	Spring 2024 satisfactory instruction: 80% Campus is safe: 90% Staff kept informed: 80% Feel Supported: 90% Leadership is responsive: 90% satisfied w/ superintendent: 80%			Spring 2026 satisfactory instruction: 95% Campus is safe: 100% Staff kept informed: 95% Feel Supported: 95% Leadership is responsive: 95%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					satisfied w/ superintendent: 95%	
3.4	Parent and Cadet Engagement (committees, school events, parent meetings)	% of OMI parents/guardians attending at least one committee mtg, OMI event or parent conference: Grizzly Nights: 59 + awards night 43% percent cadet and parent involvement including Welcome to School, Spring Fest, Fall Fest and Introduction  114% cadets participated in extracurricular activities; 341 cadets semester one, 373 semester two			(2026-2027) 75% of OMI parents/guardians attending at least one committee mtg, OMI event or parent conference:  % cadets participated in extracurricular activities; 425 cadets semester one, 450 semester two	
3.5	Annual Attrition Rate	Annual Attrition Rate 2023-2024: 49 withdrawals; 9.4% attrition rate			(2026-2027) Annual Attrition Rate: 4%	
3.6	Suspension/Expulsion/Dismissal Rate	(2023-2024) Suspensions: TBD Expulsion: 0 Dismissal Rate: TBD			(2026-2027) Suspensions: Expulsion: Dismissal Rate:	



Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.7	Cadet Leadership/CACC Promotion Rate	Cadet Leadership/CACC Promotion Rate: 93% of cadets improved by one rank or more.			Cadet Leadership/CACC Promotion Rate: 97% of cadets improved by one rank or more.	
3.8	Attendance Rate and Chronic Truancy Rate	Average Daily Attendance Rate (2023-2024): 92% Chronic Truancy Rate (2023-2024) TBD:			Average Daily Attendance Rate (2023-2024): 92% Chronic Truancy Rate (2023-2024) TBD:	
3.9	D/F rates by semester					
3.10	Governor's Baccalaureate Diploma Data	# units by graduating class % of cadets receiving a C or better # of cadets receiving GBD				

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	MTSS Continuous Improvement: Academic Support Group [ASG]Reboot	As part of the continuous improvement process, Academic Support Groups [ASGs] will undergo an improvement review to implement upgrades for the 24-25 school year. The ASGs are foundational to our Multi-tier systems of support [MTSS] at OMI. ASGs are grade level teams composed of an interdisciplinary team of teachers and military TACs [Teach, advise, counsel] cadre members that meet bi-monthly to review cadet academic success data in order to proactively intervene and provide supports. Improvement areas for the coming year will include facilitation, outcome based agendas, leadership training, clarifying roles/responsibilities and mission and core deliverables.		Yes
3.2	Governor's Baccalaureate Diploma Pathway	The Governor's Baccalaureate Diploma Pathway [Grizzly GBD] is an initiative launch in 2024 to engage parents and cadets in an opportunity to step beyond a rigorous college preparatory pathway and into an elite "college now" pathway to college acceleration. Though expanded partnerships with Peralta Community College District, OMI cadets can surpass simply using a high school gpa, A-g completion and AP classes to compete for college seats to accumulating transferable college units through our dual enrollment program offered on the OMI campus in order to enter college as a 2nd year student both saving money and showing college admissions that our cadets can successfully complete college level rigor.	\$220,125.00	No Yes
3.3	Community Engagement Initiative	OMI has joined the California Community Engagement Initiative to provide us with a statewide network of collaborators to bolster our parent outreach and engagement efforts	\$70,000.00	No Yes

Action #	Title	Description	Total Funds	Contributing
<b>3.4</b>	Continued expansion and improvement of co-curricular & extra curricular activities	OMI is committed to continuing to enrich the cadet educational experience through the addition of an expansive variety of co-curricular activities at include: - After School Program, athletics, clubs, and field trips	\$288,184.00	Yes
<b>3.5</b>	Cadet and Staff Recognition and Positive Behavior Incentive Programs		\$55,500.00	No Yes
<b>3.6</b>	Expanded Learning & learning recovery Opportunities	OMI will invest in an expanded summer session, after school cadet success center, credit recovery sections, Saturday advancement and small group intensive learning environments	\$157,564.00	Yes
<b>3.7</b>	Increase capacity to provide mental health and socio-emotional learning supports	Expand mental health supports with the use of counseling interns, group counseling, SEL push in curriculum in military science, social studies and ASP classrooms and partnership with Peer Health Exchange.	\$12,000.00	Yes
<b>3.8</b>	School safety and wellness	Campus security services will assist in maintaining an ideal learning environment that provides an emotionally safe place for learning.	\$181,500.00	Yes
<b>3.9</b>	student services supports and chronic truancy initiative		\$67,349.00	Yes
<b>3.10</b>	Cadre community liaison	cadre community liaison/attendance for parent engagement and outreach		Yes
<b>3.11</b>	Youth and Community Programs Partnership	Cadre support of Youth and Community Programs [YCP] activities, leadership programs, scholarship programs and promotion related activities.	\$865,656.00	Yes

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
4	Bolster leadership capacity at the school for substantial and sustainable academic improvement over time	

### State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

### An explanation of why the LEA has developed this goal.

Frequent leadership turnover coupled with inexperience at many levels has caused instability and unsustainability of instructional initiatives and long term school improvement goals leading to low academic achievement in recent years, but with the recent efforts to focus on building a strong leadership team through training, mentoring and recruitment across both civilian and military contingents has begun to show positive impacts on student academic performance outcomes.

Effective Leadership accountability has proven to have a direct correlation to improved student achievement, our highest priority goal. A recent Wallace Report [2021] and the Learning Policy Institute affirms that effective school leaders have a pronounced, positive effect on the schools they lead. They contribute to important outcomes like student achievement, reduced absenteeism, and teacher retention. Mastery of organizational, people, and instructional skills underpins strong principal performance. They all come into play when principals carry out four key behaviors that the research points to:

- Focusing their work with teachers on instruction. This covers a range of activities, from coaching and evaluation to smart use of data to inform improvements. Some activities often considered important in principal work with teachers may, in fact, not be helpful. These include classroom walkthroughs, depending on how a principal uses them.
- Building a productive school climate
- Forging collaboration and professional learning among teachers and others
- Managing personnel and resources well.

These four key areas comprise the focus of this goal.

# Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	Annual Staff LCAP Survey	Average Survey Score: Area high: Area low:				
4.2	Annual Parent/Guardian LCAP Survey	Average Survey Score: Area high: Area low:				
4.3	Tenure of management Team	Average Tenure of management				
4.4	Staff Retention average	Average Tenure of staff				

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Civilian and Military Leadership Integration	Continue work to effectively integrate cadre and civilian leadership to overlap key operational roles by function. Integration efforts include overlapping responsibilities, cooperative staffing, long term initiative visioning focused on charter renewal, regular integrated cabinet meeting, regular integrated command check ins, regular integrated facilities and business operations meetings, regular integrated Instructional Leadership Team meetings and regular integrated ASG leadership. Key areas of shared leadership include business operations, cadet safety and supervision, grade level team [academic support groups] coordination, chronic truancy, cadet leadership and co-curricular activities.		No Yes
4.2	Leadership Training Opportunities	Training will be provided in the following areas and experiences: 1) CBO academy for business office 2) Back office transition training w/ EdTec and Paylocity. 3) AERIES and CALPADS training w/ EdTec and AERIES Con 4) Facilitated Team Building Leadership Retreat 5) Charter School Development Center Leadership Conference 6) SELPA training for Special Education team 7) YMC Legal Webinars in investigations, IEP compliance and other required trainings: Title IX, mandated reporting, sexual harassment, bloodborne pathogens, pesticide use	\$49,229.00	No
4.3	Shared and Distributed Leadership	Continue to build and support shared decision-making and advisory stakeholder groups including classified and certificated staff, cadets and parents/guardians and community partners. These distributed leadership opportunities will include the following: 1) Executive and Extended Cabinet 2) Instructional Leadership Team [proposed release time to expand administrative duties and where qualify combine teaching & administrative positions] 3) Superintendent's Cadet Leadership Advisory 4) Facility and Safety Committee 5) Early College Pathways Committee 6) ASG leadership Team [proposed] 7) District English Learner Advisory Committee 8) School Site Council	\$15,000.00	No

Action #	Title	Description	Total Funds	Contributing
		9) Athletic Booster Committee or Extra-curricular programs integrate ops team [proposed]		

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
5		

State Priorities addressed by this goal.

An explanation of why the LEA has developed this goal.

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.



A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

## Actions

Action #	Title	Description	Total Funds	Contributing
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# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$1,900,571	\$209,904

## Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
34.076%	4.882%	\$260,283.21	38.958%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

## Required Descriptions

### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.1	<p><b>Action:</b> School Wide College Prep Writing Program 6th -12th [JSWP]</p> <p><b>Need:</b> Low proficiency levels in Literacy in ELs, Low Income and Special Ed across all grade levels</p> <p><b>Scope:</b></p>	The approach incorporates specially designed academic instruction to meet the needs of English Learners and provide entry points to rigorous college preparatory standards for struggling learners.	CAASPP, Renstar and ICA benchmark exams

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	LEA-wide		
1.2	<p><b>Action:</b> Instructional Coaching, Internship and Induction program</p> <p><b>Need:</b> We have new teachers requiring induction services to clear their credentials as well as both new and experienced teachers who require coaching in classroom management and strategies to support and engage special needs cadets and English Learners.</p> <p><b>Scope:</b> LEA-wide</p>	Through teacher feedback, observation and research, teachers gain the most growth through peer mentorship as opposed to simply attending trainings.	Teacher induction surveys, Teacher annual surveys, evaluation observations
1.3	<p><b>Action:</b> Structured Reading Intervention Program</p> <p><b>Need:</b> Our English Learners have low reading proficiency levels and learning gaps persist into the middle school and high school level stemming from pandemic learning loss.</p> <p><b>Scope:</b> LEA-wide</p>	Read 180/System 44 are research based literacy programs that are data show positive results in improving learning levels.	Read 180 growth reports, CAASPP and Renstar
1.4	<p><b>Action:</b> Cadet Success Center After School Tutoring Program</p> <p><b>Need:</b></p>	Cadets with low literary and low math skills need individual tutoring and support to achieve passing grades and A-G completion and college eligibility at graduation.	program attendance, grades, graduation and promotion rate

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Cadets with low literary and low math skills need individual tutoring and support to achieve passing grades and A-G completion and college eligibility at graduation.</p> <p><b>Scope:</b> LEA-wide</p>		
1.5	<p><b>Action:</b> Math Power Up</p> <p><b>Need:</b> Less than 15% of our unduplicated pupils meet or exceed standards in math</p> <p><b>Scope:</b> LEA-wide</p>	<p>Analysis of test results and researching skill gap programs will further progress towards making measureable headways in tackling our overwhelmingly poor achievement in math.</p>	<p>math diagnostics and regular benchmark assessments</p>
1.6	<p><b>Action:</b> Common Core Standards and Instructional Alignment Initiative for ELA</p> <p><b>Need:</b> Past leaders have led ELA and Math through curriculum mapping exercises in the past, but due to staffing turn over, the work has never been completed causing new staff to create their lessons without a foundational established standards sequence and aligned benchmark exams.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Lack of an established curricular map and assessments that drive instruction causes misalignment and skill gaps from year to year that then causes lower test scores.</p>	<p>Renstar, CAASPP, common assessments, publishing of the curricular documents</p>

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1.7	<p><b>Action:</b> 5 extra days of instruction and 4 extra days of professional development</p> <p><b>Need:</b> Our unduplicated students show learning loss that persists.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Although charters are technically able to offer 175 days of instruction, the needs of our cadets are those that require as much continuity of instruction as possible. This effort is combined with extended day learning, extended summer learning and Saturday extended studies. Additionally, professional learning is fundamental to meeting our instructional goals. 4 days is the absolute minimum to sustain staff growth and cohesion.</p>	<p>professional development surveys, RenStar, CAST and CAASPP</p>
1.8	<p><b>Action:</b> 1-1 student laptop program w/ safety oversight program</p> <p><b>Need:</b> Our unduplicated students need equity of access to digital platforms, digital curriculum and internet access.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The vast majority of publishing companies have shifted to investing mainly in digital platforms for their textbooks and instructional ancillary materials. Furthermore, digital platforms offer more personalized and interactive content as well as modes for teachers, students and parents to engage as they do with Google classroom and Aeries parent portal. Without the 1-1 cadet laptop program, equity issues would persist as technology access differs dramatically when cadets leave campus. Safety programs, such as Go Guardian and our technology use policies have also proven critical because access to unsafe content accompanies access to the internet.</p>	<p>Go Guardian use reports, tech inventory and Williams report</p>
2.3	<p><b>Action:</b> Support Teachers to credentialing requirements that include CLAD or BCLAD or ELA certification.</p> <p><b>Need:</b> Due to staffing shortages, available teaching candidates and current teachers are less likely to have completed all credentialing</p>	<p>Funding the CLAD course, induction program and ACOE internship program provides OMI with competitive hiring incentives that helps ensure that OMI cadets are experiencing classrooms with educators dedicated to being highly qualified in their chosen field.</p>	<p>credential audit showing progress levels in completing stages of credentialing and certifications for special populations</p>

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	<p>requirements. Close to a 3rd of our faculty fall into this category and need district support.</p> <p><b>Scope:</b> LEA-wide</p>		
2.5	<p><b>Action:</b> Special Education Team. Para and Faculty Training, increased recruitment and hiring incentives and co-teaching model in identified classrooms</p> <p><b>Need:</b> A high percentage of our special education population is dual identified low income, EL or Foster Youth which duplicates and compounds the variety of supports necessary to ensure both success and compliance.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Training new faculty on how to implement appropriate accommodations in the classroom as well as training Ed Specialists on best practices to work with general education teachers will ensure appropriate IEP supports.</p>	<p>Failure Rates; Staff training surveys; classroom observations</p>
3.1	<p><b>Action:</b> MTSS Continuous Improvement: Academic Support Group [ASG]Reboot</p> <p><b>Need:</b> Unduplicated pupils at OMI need supports in areas that range from mental health, tutoring, attendance, executive functioning and healthy peer and adult interactions in order to achieve successful academic outcomes.</p> <p><b>Scope:</b></p>	<p>ASGs are designed to collect data and meet regularly to identify key indicators or "red flags" that identify a cadet as needing proactive interventions. The military TAC role [teach, advise and counsel] will provide leadership to this group</p>	<p>ASG annual staff survey; failure rates; attendance rates; parent/cadet surveys</p>

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	LEA-wide		
3.2	<p><b>Action:</b> Governor's Baccalaureate Diploma Pathway</p> <p><b>Need:</b> Research tells us that urban, low income students of color are vastly less likely to earn a college degree. Research has also shown that students that complete college classes while still in high school are both more likely to matriculate to college, but also successfully transfer to a 4 year and/or attain a degree.</p> <p><b>Scope:</b> LEA-wide</p>	Dual Enrollment offers our cadets the ability to experience college classes with the following advantages: no cost, support for OMI teacher co-teaching/supporting achievement in the DE course, no need to travel or find time outside their regular academic day.	Dual Enrollment Pass Rates; Average # of units by graduating class; # of GBD's
3.3	<p><b>Action:</b> Community Engagement Initiative</p> <p><b>Need:</b> OMI has low parent/guardian participation rates for many of our leadership committees, interest surveys, parent nights, parent conferences and school events.</p> <p><b>Scope:</b> LEA-wide</p>	Families of unduplicated students are often unfamiliar with navigating school systems, technology or simply do not have the hours in the day to attend school based events in order to adequately participate in and advocate for their child's educational needs. OMI has tried many of the traditional ways to improve outreach, but have not found consistent success. By having a large network of school leaders dedicated to developing creative ways to bring the community into the schools, we will certainly see positive gains in this area.	Parent/guardian participation rates; survey participation rates; attendance & chronic truancy rates
3.4	<p><b>Action:</b> Continued expansion and improvement of co-curricular &amp; extra curricular activities</p> <p><b>Need:</b></p>	high interest engaging extra curricular activities leverage participation to improve academic success. It's important to expand options and interest area to build capacity to involve all unduplicated pupils in school related activities.	participation rates; CA Healthy Kids Survey

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Our attendance and academic indicators are negatively impacted by cadets feeling a lack of connectedness to school or interest in school.</p> <p><b>Scope:</b> LEA-wide</p>		
<p><b>3.5</b></p>	<p><b>Action:</b> Cadet and Staff Recognition and Positive Behavior Incentive Programs</p> <p><b>Need:</b> English Learners, Foster Youth and Low Income students with severe learning gaps lack significant incentives to maintain motivation and interest in academic achievement.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Systematizing recognition ceremonies outside the classrooms and systematizing PBIS strategies inside the classroom provides 360 support to elevate a positive, encouraging culture of high expectations for our populations that are traditionally under recognized and lack strong levels self determination and discipline.</p>	<p>Recognition and incentive data: Maintain database of cadets who receive recognition, awards or incentives. chronic truancy data, semester failure rates</p>
<p><b>3.6</b></p>	<p><b>Action:</b> Expanded Learning &amp; learning recovery Opportunities</p> <p><b>Need:</b> The number one request in the LCAP engagement survey, the Grizzly Nights, CST meetings and IEPs is for cadets with high needs to receive extra support - co-teaching in classrooms, tutoring after school, credit recovery or small group pull out.</p> <p><b>Scope:</b></p>	<p>Our unduplicated pupil population disproportionately possess the largest learning loss for the pandemic. Providing more options for students to catch up and gain confidence in their academic skills will spur dividends in academic performance growth.</p>	<p>summer school, ASP, CSC attendance; semester failure rates; CAASPP scores, graduation rates; A-G rates</p>



Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide		
3.7	<p><b>Action:</b> Increase capacity to provide mental health and socio-emotional learning supports</p> <p><b>Need:</b> Our unduplicated pupils experience a disproportionate amount of crisis due to language, culture and unstable home situations causing barriers and obstructions to their learning experiences.</p> <p><b>Scope:</b> LEA-wide</p>	Interns can help offset case load management of our counseling staff, group counseling allows counselors to reach larger numbers of cadets and SEL curriculum in the general classrooms offers preventative exercises to give all cadets coping skills to handle life stressors. Finally, Peer Health Exchange reaches multiple grade levels on topics of mental and sexual health for healthy lifestyles.	counseling logs by general topic, SEL curriculum and Peer Health Exchange schedule; CA Healthy Kids Survey
3.8	<p><b>Action:</b> School safety and wellness</p> <p><b>Need:</b> Student health and safety</p> <p><b>Scope:</b> LEA-wide</p>	Bolstering our campus safety with 4 security personnel ensures cadet safety inside campus, around our perimeter and on off site excursions. The feeling of physical and emotional safety is foundation in an optimal learning environment. Our wellness center supports the additional burdens our young cadets bring to campus from family and community violence.	CA Healthy Kids Survey; LCAP engagement survey; suspension/expulsion rates; counseling log tallies
3.9	<p><b>Action:</b> student services supports and chronic truancy initiative</p> <p><b>Need:</b> Although our truancy rates are much lower than OUSD 18% compared to 60%, our unduplicated cadets have a disproportionately high truancy rates compared to their peers at</p>	Our Truancy officer will lead our and attendance team and Academic Support Groups [ASGs - grade level teams] through improved cadet interventions that include augmented attendance monitoring and parent engagement. Efforts will also include "operation doorstep" and transportation supports for cadets that commute.	ADA monthly reports

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	<p>OMI. Additionally, our ADA dropped this year from 925 to 90% on average.</p> <p><b>Scope:</b> LEA-wide</p>		
<p><b>3.10</b></p>	<p><b>Action:</b> Cadre community liaison</p> <p><b>Need:</b> Although our truancy rates are much lower than OUSD, our unduplicated cadets have a disproportionately high truancy rates compared to their peers at OMI.</p> <p><b>Scope:</b> LEA-wide</p>	<p>The cadre community liaison will provide outreach, parent education to support our attendance initiative.</p>	<p>ADA monthly reports</p>
<p><b>3.11</b></p>	<p><b>Action:</b> Youth and Community Programs Partnership</p> <p><b>Need:</b> Unduplicated pupils have been identified as underserved in critical extra curricular and co-curricular activities that enrich the educational experience. for extrinsic and intrinsic motivation, socialization, socio-emotional wellness and real world experiences that all contribute to bolstering academic success</p> <p><b>Scope:</b> LEA-wide</p>	<p>Providing access and opportunities for unduplicated students to participate in the array of Youth and Community Programs expands extrinsic and intrinsic motivation, socialization, socio-emotional wellness and real world, career enriching experiences that all contribute to bolstering academic success.</p>	<p>YCP participation rate</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
4.1	<p><b>Action:</b> Civilian and Military Leadership Integration</p> <p><b>Need:</b> Data shows that our unduplicated pupils have higher rates of chronic truancy, suspension rates and lower rates of co-curricular participation.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Close collaboration and leadership by grade level TACs with ASGs and operations supports MTSS efforts that include parent outreach, operation doorstep welfare checks, mentoring/counseling supports and additional extra curricular opportunities to engage our English Learners, Foster Youth and Low Income cadets.</p>	<p>Truancy rates by subgroup; CST and home visit logs; co-curricular participation rates</p>

**Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
2.1	<p><b>Action:</b> Ensure all EL's have access to designated ELD courses</p> <p><b>Need:</b> State standards and the EL Roadmap require both designated and integrated ELD for all English Learners. To achieve this we need designated ELD time and corresponding curriculum to address these language and literacy needs. Our EL's also underperform our English Only students and therefore the supports are needed to boost ELA skills across the curriculum.</p>	<p>The researches based programs provide enhanced reading comprehension, decoding and fluency opportunities that are proven to boost lexicon and lexile levels of English Learners.</p>	<p>Read 180 diagnostic and summary growth reports; RenStar scores and CAASPP scores.</p>

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	<p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>		
<p><b>2.2</b></p>	<p><b>Action:</b> English Learner Instructional Methodologies for all staff</p> <p><b>Need:</b> Via classroom observation, induction survey and staff LCAP surveys, it has been identified that teachers desire and require more training in the use of specially designed academic instruction for English Learners in order to ensure they reach the same academic outcomes as their English Only peers.</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>	<p>The ongoing series to be hosted monthly for staff over a 6 month period of time will provide teachers with the theoretical foundation for how to embed language development into lessons and thus provide access points for limited English proficient students to access the curriculum.</p>	<p>EL grades and CAASPP proficiency rates and quantified coaching walk through notes.</p>
<p><b>2.4</b></p>	<p><b>Action:</b> Hire additional bilingual paraprofessionals to support core and extended learning</p> <p><b>Need:</b> Newcomers and limited English cadets disproportionately achieve failing grades in core academic classes</p> <p><b>Scope:</b> Limited to Unduplicated Student Group(s)</p>	<p>Newcomers and limited English cadets require individual and small group supports to bolster progress toward academic goals. Without supports provided by bilingual aides and tutors, our EL's disproportionately lose confidence and fall behind in their studies.</p>	<p>course grades, A-G completion rates</p>

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

**Additional Concentration Grant Funding**

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Concentration funding will be used to expand instructional support for reading intervention, math intervention courses and after school tutoring. This will take the form of additional staff to low teacher to cadet ratios in the classrooms and staff after school success center with certificated and classified tutoring and homework supports.

<b>Staff-to-student ratios by type of school and concentration of unduplicated students</b>	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		22-1
Staff-to-student ratio of certificated staff providing direct services to students		10-1

# 2024-25 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	5,577,369	1,900,571	34.076%	4.882%	38.958%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$1,509,321.00	\$1,330,301.00	\$130,500.00	\$140,444.00	\$3,110,566.00	\$2,368,112.00	\$742,454.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	School Wide College Prep Writing Program 6th -12th [JSWP]	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	August 2024 - March 2025	\$0.00	\$25,000.00	\$25,000.00				\$25,000.00
1	1.2	Instructional Coaching, Internship and Induction program	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	August 2024 - May 2025	\$128,877.00	\$23,130.00	\$128,877.00	\$8,000.00		\$15,130.00	\$152,007.00
1	1.3	Structured Reading Intervention Program	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	August 2024-May 2025	\$113,739.00	\$18,000.00	\$18,000.00	\$113,739.00			\$131,739.00
1	1.4	Cadet Success Center After School Tutoring Program	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	August 2024-May 2025	\$85,972.00	\$5,000.00	\$85,972.00	\$5,000.00			\$90,972.00
1	1.5	Math Power Up	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Sept 2024-March 2025	\$6,550.00	\$0.00	\$6,550.00				\$6,550.00
1	1.6	Common Core Standards and Instructional Alignment Initiative for ELA	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	July 2024-May 2025	\$139,507.00	\$0.00	\$139,507.00				\$139,507.00
1	1.7	5 extra days of instruction and 4 extra days of professional development	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$156,307.00	\$0.00	\$156,307.00				\$156,307.00
1	1.8	1-1 student laptop program w/ safety oversight program	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$0.00	\$102,000.00	\$102,000.00				\$102,000.00

Goal #	Action #	Action Title	Student Group(s)		Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2.1	Ensure all EL's have access to designated ELD courses	English Low	Learners Income	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools	August 2024-May 2025	\$151,866.00	\$0.00	\$53,552.00			\$98,314.00	\$151,866.00
2	2.2	English Learner Instructional Methodologies for all staff	English Low	Learners Income	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools	September 2024-March 2025	\$5,000.00	\$5,000.00	\$10,000.00				\$10,000.00
2	2.3	Support Teachers to credentialing requirements that include CLAD or BCLAD or ELA certification.	English Low	Learners Income	Yes	LEA-wide	English Learners Low Income	All Schools	August 2024-May 2025	\$0.00	\$18,000.00	\$18,000.00				\$18,000.00
2	2.4	Hire additional bilingual paraprofessionals to support core and extended learning	English Low	Learners Income	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools	August 2024-June 2025	\$74,405.00	\$0.00	\$27,970.00	\$19,435.00		\$27,000.00	\$74,405.00
2	2.5	Special Education Team. Para and Faculty Training, increased recruitment and hiring incentives and co-teaching model in identified classrooms	English Low	Learners Income	Yes	LEA-wide	English Learners Low Income	All Schools	August 2024-May 2025	\$12,000.00	\$10,000.00	\$22,000.00				\$22,000.00
2	2.6	English Learner program oversight coordinator support	English	Learners			English Learners	All Schools		\$48,106.00	\$0.00	\$48,106.00				\$48,106.00
3	3.1	MTSS Continuous Improvement: Academic Support Group [ASG]Reboot	English Foster Low	Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	August 2024-May 2025							
3	3.2	Governor's Baccalaureate Diploma Pathway	All English Foster Low	Learners Youth Income	No Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	September 2024-May 2024	\$220,125.00	\$0.00	\$150,125.00	\$70,000.00			\$220,125.00
3	3.3	Community Engagement Initiative	All		No Yes	LEA-wide		All Schools	August 2024-June 2025	\$41,000.00	\$29,000.00	\$0.00		\$70,000.00		\$70,000.00
3	3.4	Continued expansion and improvement of co-	English Foster	Learners Youth	Yes	LEA-wide	English Learners Foster Youth	All Schools		\$214,493.00	\$73,691.00	\$127,208.00	\$160,976.00			\$288,184.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		curricular & extra curricular activities	Low Income			Low Income									
3	3.5	Cadet and Staff Recognition and Positive Behavior Incentive Programs	All	No Yes	LEA-wide		All Schools	August 2024-May 2025	\$0.00	\$55,500.00			\$55,500.00		\$55,500.00
3	3.6	Expanded Learning & learning recovery Opportunities	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	August 2024 June 2025	\$143,564.00	\$14,000.00	\$70,069.00	\$87,495.00			\$157,564.00
3	3.7	Increase capacity to provide mental health and socio-emotional learning supports	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$10,000.00	\$2,000.00	\$12,000.00				\$12,000.00
3	3.8	School safety and wellness	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$181,500.00	\$0.00	\$181,500.00				\$181,500.00
3	3.9	student services supports and chronic truancy initiative	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$67,349.00	\$0.00	\$67,349.00				\$67,349.00
3	3.10	Cadre community liaison	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	August 2024 to May 2025							
3	3.11	Youth and Community Programs Partnership	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		\$565,656.00	\$300,000.00		\$865,656.00			\$865,656.00
4	4.1	Civilian and Military Leadership Integration	All	No Yes	LEA-wide		All Schools	August 2024-June 2025							
4	4.2	Leadership Training Opportunities	All	No					\$2,096.00	\$47,133.00	\$44,229.00		\$5,000.00		\$49,229.00
4	4.3	Shared and Distributed Leadership	All	No				August 2024-June 2025	\$0.00	\$15,000.00	\$15,000.00				\$15,000.00



# 2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
5,577,369	1,900,571	34.076%	4.882%	38.958%	\$1,401,986.00	17.790%	42.927 %	<b>Total:</b>	\$1,401,986.00
								<b>LEA-wide Total:</b>	\$1,310,464.00
								<b>Limited Total:</b>	\$91,522.00
								<b>Schoolwide Total:</b>	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	School Wide College Prep Writing Program 6th -12th [JSWP]	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$25,000.00	
1	1.2	Instructional Coaching, Internship and Induction program	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$128,877.00	
1	1.3	Structured Reading Intervention Program	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$18,000.00	
1	1.4	Cadet Success Center After School Tutoring Program	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$85,972.00	
1	1.5	Math Power Up	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$6,550.00	
1	1.6	Common Core Standards and Instructional Alignment Initiative for ELA	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$139,507.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.7	5 extra days of instruction and 4 extra days of professional development	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$156,307.00	
1	1.8	1-1 student laptop program w/ safety oversight program	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$102,000.00	
2	2.1	Ensure all EL's have access to designated ELD courses	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools	\$53,552.00	
2	2.2	English Learner Instructional Methodologies for all staff	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools	\$10,000.00	
2	2.3	Support Teachers to credentialing requirements that include CLAD or BCLAD or ELA certification.	Yes	LEA-wide	English Learners Low Income	All Schools	\$18,000.00	
2	2.4	Hire additional bilingual paraprofessionals to support core and extended learning	Yes	Limited to Unduplicated Student Group(s)	English Learners Low Income	All Schools	\$27,970.00	
2	2.5	Special Education Team. Para and Faculty Training, increased recruitment and hiring incentives and co-teaching model in identified classrooms	Yes	LEA-wide	English Learners Low Income	All Schools	\$22,000.00	
2	2.6	English Learner program oversight coordinator support			English Learners	All Schools	\$48,106.00	
3	3.1	MTSS Continuous Improvement: Academic Support Group [ASG]Reboot	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		5.07
3	3.2	Governor's Baccalaureate Diploma Pathway	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$150,125.00	
3	3.3	Community Engagement Initiative	Yes	LEA-wide		All Schools	\$0.00	
3	3.4	Continued expansion and improvement of co-	Yes	LEA-wide	English Learners Foster Youth	All Schools	\$127,208.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
		curricular & extra curricular activities			Low Income			
3	3.5	Cadet and Staff Recognition and Positive Behavior Incentive Programs	Yes	LEA-wide		All Schools		
3	3.6	Expanded Learning & learning recovery Opportunities	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$70,069.00	
3	3.7	Increase capacity to provide mental health and socio-emotional learning supports	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$12,000.00	
3	3.8	School safety and wellness	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$181,500.00	
3	3.9	student services supports and chronic truancy initiative	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$67,349.00	
3	3.10	Cadre community liaison	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		0.62
3	3.11	Youth and Community Programs Partnership	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		12.10
4	4.1	Civilian and Military Leadership Integration	Yes	LEA-wide		All Schools		

# 2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
<b>Totals</b>	\$1,963,339.00	\$1,692,415.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Add Director of Teaching and Learning position to replace consultants and Conduct daily formal and informal classroom observations	Yes	\$162,862.00	198,574
1	1.2	Contract with Core Instructional Coaches to continue intensive coaching focus on ELA and Math and middle school teachers.	No	\$145,000.00	102000
1	1.3	Continue heavily scaffolded school wide writing program implementation [JSWP]	No	\$34,000.00	39,618
1	1.4	Teachers will be supported to continue to implement Common Core Standards Based Curriculum in core subject areas. This support includes purchasing new curriculum, training on instructional materials, coaching and classroom equipment necessary for deep implementation.	No	\$70,000.00	84,856
1	1.5	Ensure high quality instructional technology equipment, training, and learning platforms to support instruction	Yes	\$82,000.00	65,078
1	1.6	Continue supporting the Induction Program and coaching required for our newly credentialed civilian and military teaching staff.	No	\$46,000.00	67,031
2	2.1	Ensure all EL students have access to Designated ELD time/courses	Yes	\$241,245.00	148,852

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.2	Increase ELD training for all instructional staff to support English Learners	Yes	\$55,009.00	0
2	2.3	Ensure all teachers have CLAD or BCLAD certification according to credentialing information	Yes	\$6,000.00	6,000
2	2.4	Hire additional staff to support core and extended learning for EL students	Yes	\$255,076.00	61,703
2	2.5	Integrate Read 180/System 44 & JSWP into all designated ELD classes - add 100 more licenses to accommodate all ELD students and expand learning & tutoring opportunities in summer	No	\$192,500.00	69,133
2	2.6	ELD Support staff provided by cadre; Existing staff take on additional ELD duties	Yes		
3	3.1	Implement School-wide Positive Behavioral Interventions and Supports through the BARR Initiative and grade level team coordination [ASGs - Academic Support Groups]	No	\$65,000.00	32,444
3	3.2	Increase opportunities for parents to visit the OMI campus	Yes	\$64,221.00	70,000
3	3.3	Increase bilingual office staff ; reorganize office staffing chart to best support community relations & Identify and utilize parent liaison to increase direct communication with families	Yes	\$10,000.00	40,228
3	3.4	Administer cadet and parent school culture surveys - CA Healthy Kids Survey	Yes	\$2,000.00	970
3	3.5	Ensure an effective cadet recruitment process	No	\$40,000.00	0
3	3.6	Create comprehensive and sustainable systems within the school to ensure the safety, welfare	Yes	\$467,426.00	699,928

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
		and academic success of all students			
3	3.7	Create Leadership/ CACC promotions within the cadet ranks to ensure sufficient number of cadets are qualified to fill cadet leadership positions throughout the campus	No		0
3	3.8	Reorganize counseling department services to add Middle School focused academic and mental health counselor and middle school wellness center with interns that double as paras and bilingual aides	No	\$5,000.00	0
4	4.1	Organization chart identifying areas of leadership responsibility	No		0
4	4.2	Leadership Training and expertise	No	\$20,000.00	6000
4	4.3	Staff Leadership Survey	No		

# 2023-24 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
1772906	\$1,117,464.00	\$1,296,158.00	(\$178,694.00)	0.000%	4.060%	4.060%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Add Director of Teaching and Learning position to replace consultants and Conduct daily formal and informal classroom observations	Yes	\$162,862.00	198,574		
1	1.5	Ensure high quality instructional technology equipment, training, and learning platforms to support instruction	Yes	\$82,000.00	63,913		
2	2.1	Ensure all EL students have access to Designated ELD time/courses	Yes	\$163,937.00	154,842		
2	2.2	Increase ELD training for all instructional staff to support English Learners	Yes	\$24,687.00	0		
2	2.3	Ensure all teachers have CLAD or BCLAD certification according to credentialing information	Yes	\$6,000.00	6000		
2	2.4	Hire additional staff to support core and extended learning for EL students	Yes	\$134,331.00	61,703		
2	2.6	ELD Support staff provided by cadre; Existing staff take on additional ELD duties	Yes	0	0	0	4.06

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.2	Increase opportunities for parents to visit the OMI campus	Yes	\$64,221.00	70,000		
3	3.3	Increase bilingual office staff ; reorganize office staffing chart to best support community relations & Identify and utilize parent liaison to increase direct communication with families	Yes	\$10,000.00	40,228		
3	3.4	Administer cadet and parent school culture surveys - CA Healthy Kids Survey	Yes	\$2,000.00	970		
3	3.6	Create comprehensive and sustainable systems within the school to ensure the safety, welfare and academic success of all students	Yes	\$467,426.00	699,928		

**To Add a Row: Click "Add Row."**

**To Delete a Row: Remove all content from each cell, checkbox and dropdown of a row (including spaces), press "Save Data" and refresh the page.**



# 2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
5,331,645	1772906	0	33.253%	\$1,296,158.00	4.060%	28.371%	\$260,283.21	4.882%

# Local Control and Accountability Plan Instructions

## [Plan Summary](#)

## [Engaging Educational Partners](#)

## [Goals and Actions](#)

## [Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
    - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

## Requirements and Instructions

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

### Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

### Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

### **Comprehensive Support and Improvement**

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

#### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

#### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

#### Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## **Engaging Educational Partners**

### **Purpose**

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

### **Requirements**

**School districts and COEs:** *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);
  - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).

- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

## Instructions

### Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

### Complete the table as follows:

#### Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

#### Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that



is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
  - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

### Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

#### Focus Goal(s)

##### Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

##### Type of Goal

Identify the type of goal being implemented as a Focus Goal.

##### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

##### An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

### Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

#### Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
  - (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
  - An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

#### Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

#### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

#### An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
  - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

## Broad Goal

### Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

### Type of Goal

Identify the type of goal being implemented as a Broad Goal.

### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

### **Maintenance of Progress Goal**

#### Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

#### Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

#### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
  - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
  - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #
<ul style="list-style-type: none"> <li>• Enter the metric number.</li> </ul>
Metric
<ul style="list-style-type: none"> <li>• Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.</li> </ul>
Baseline
<ul style="list-style-type: none"> <li>• Enter the baseline when completing the LCAP for 2024–25.                             <ul style="list-style-type: none"> <li>○ Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).</li> <li>○ Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.</li> <li>○ Indicate the school year to which the baseline data applies.</li> <li>○ The baseline data must remain unchanged throughout the three-year LCAP.                                     <ul style="list-style-type: none"> <li>▪ This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain</li> </ul> </li> </ul> </li> </ul>

accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.

- If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

## Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

## Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

## Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

## Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the **“Measuring and Reporting Results”** part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2026–27</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> and <b>2026–27</b> . Leave blank until then.

**Goal Analysis:**

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
  - Include a discussion of relevant challenges and successes experienced with the implementation process.
  - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

## A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
  - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
  - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

## A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

### Actions:

Complete the table as follows. Add additional rows as necessary.

#### Action #

- Enter the action number.

#### Title

- Provide a short title for the action. This title will also appear in the action tables.

#### Description

- Provide a brief description of the action.



- For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
- As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
- These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

## Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

## Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
  - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

## Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
  - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
  - Professional development for teachers.
  - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
  - These required actions will be effective for the three-year LCAP cycle.

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

### Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

### Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

## LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

### For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

## Requirements and Instructions

Complete the tables as follows:

### Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

### Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

### Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

### LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

### LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

### Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

## Required Descriptions:

### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

### Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

**Note for COEs and Charter Schools:** In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

### **Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

### **Identified Need(s)**

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### **How the Action(s) are Designed to Address Need(s)**

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

### **Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

### **Additional Concentration Grant Funding**

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

- The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
  - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
  - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

## Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

## Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8).

Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.



- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
  - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as

a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.

- As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

## Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

## Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

## Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

### Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
  - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**

- This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

### **Contributing Actions Annual Update Table**

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
  - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

### **LCFF Carryover Table**

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

- This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education  
November 2023

# Coversheet

## Approve Williams Act Curriculum Materials Review

**Section:** III. Action Items  
**Item:** C. Approve Williams Act Curriculum Materials Review  
**Purpose:**  
**Submitted by:** Mary Streshly  
**Related Material:** OMI Williams Textbook Inventory for BM5-30-2024.pdf

### BACKGROUND:

The Williams Settlement aims to rectify fundamental educational inequities by ensuring that all students, regardless of their socioeconomic status or the performance level of their school, have access to the basic resources necessary for a quality education. The following submission of materials data delineates the classes offered in 2024-25 connected to the standards based materials adopted by OMI. This data will be submitted to Williams reviewers to inform them of OMI's materials compliance.

### RECOMMENDATION:

The OMI Staff recommends that the Board of Directors approve curriculum materials that will be submitted to Williams Act reviewers.

Class Name	Teacher	Room	Period	Designation	Combo Class	Grade	Enrollment	Book
Academic Success	McIntyre	P25	1			7-8		Read 180
Academic Success	McIntyre	P25	2			7-8		Read 180
Academic Success	McIntyre	P25	3			7-8		Read 180
Academic Success	McIntyre	P25	4			7-8		Read 180
Academic Success	Griffin	15	4			6		Read 180
Academic Success	Kang	16	5			6		Read 180
Academic Success	Quintero	P20	2			6		Read 180
Academic Success	Quintero	P20	4			6		Read 180
Academic Success	Quintero	P20	5			6		Read 180
Academic Success	Quintero	P20	6			6		Read 180
ELD	Kang	16	2			6		Read 180 System 44
ELD	Kang	16	2			6		Read 180 System 44
ELD	Kang	16	5			6		Read 180 System 44
ELD	Aguiar	P26	1					Read 180 System 44
ELD	Aguiar	P26	2					Read 180 System 44
ELD	Aguiar	P26	2					Read 180 System 44
English 6	Kang	16	1			6		myPerspectives ELA National
English 6	Kang	16	3			6		myPerspectives ELA National
English 6	Kang	16	6			6		myPerspectives ELA National
English 7	Priela	P28	1			7		myPerspectives ELA National
English 7	Priela	P28	3			7		myPerspectives ELA National
English 7	Priela	P28	5			7		myPerspectives ELA National
English 7	Priela	P28	6			7		myPerspectives ELA National
English 7	Aguiar	P26	3			8		myPerspectives ELA National
English 8	Priela	P28	4			8		myPerspectives ELA National
English 8	Aguiar	P26	5			8		myPerspectives ELA National
English 8	Aguiar	P26	6			8		myPerspectives ELA National
Math 6	Szasz	17	2			6		Savvas - Envmath24 G06
Math 6	Szasz	17	3			6		Savvas - Envmath24 G06
Math 6 Adv	Szasz	17	1			6		Savvas - Envmath24 G06
Math 7	Hilker	P23	2			7		Savvas - Envmath24 G07
Math 7	Hilker	P23	3			7		Savvas - Envmath24 G07
Math 7	Hilker	P23	4			7		Savvas - Envmath24 G07
Math 7	Hilker	P23	6			7		Savvas - Envmath24 G07
Math 7 Adv	Leung	P27	1			7		Savvas - Envmath24 G07
Math 8	Leung	P27	2			8		Savvas - Envmath24 G08
Math 8	Leung	P27	4			8		Savvas - Envmath24 G08
Math 8	Leung	P27	6			8		Savvas - Envmath24 G08
MS Algebra I	Leung	P27	3			8		Savvas - Envaga24 ALG1
Science 6	Griffin	15	1			6		Discovery Science 6
Science 6	Griffin	15	2			6		Discovery Science 6
Science 6	Griffin	15	3			6		Discovery Science 6
Science 7	Hilker	P23	1			7		Discovery Science 7
Science 7	Barker	P22	3			7		Discovery Science 7
Science 7	Barker	P22	4			7		Discovery Science 7
Science 8	Barker	P22	1			8		Discovery Science 8
Science 8	Barker	P22	2			8		Discovery Science 8
Science 8	Barker	P22	5			8		Discovery Science 8
Soc Studies 6	Szasz	17	4			6		TCI: Middle School (6-8) Social Studies
Soc Studies 6	Griffin	15	5			6		TCI: Middle School (6-8) Social Studies
Soc Studies 6	Szasz	17	6			6		TCI: Middle School (6-8) Social Studies
Soc Studies 7	Luk	P30	4			7		TCI: Middle School (6-8) Social Studies
Soc Studies 7	Luk	P30	5			7		TCI: Middle School (6-8) Social Studies
Soc Studies 7	Luk	P30	6			7		TCI: Middle School (6-8) Social Studies
Soc Studies 8	Luk	P30	1			8		TCI: Middle School (6-8) Social Studies
Soc Studies 8	Luk	P30	3			8		TCI: Middle School (6-8) Social Studies
Soc Studies 8	Cesar	r13	6			8		TCI: Middle School (6-8) Social Studies
NEW CLASSES (2024-25)								
Academic Success Math								Savvas - Successmaker
Technology Wheel								Edgenuity - Middle School Computer Science A
								Keyboarding and Applications
								Online Learning and Digital Citizenship

Class Name	Teacher	Room	Period	Book	
Physics	Musongong	b202		6 Discovery Physics	
Pre-Calculus	Tran	b203		1 Pre Calculus Common Core	
Spanish Her I	Amaya	4		5 Entre Mundos	
Spanish Her I	Amaya	4		6 Entre Mundos	
Spanish Her II	Amaya	4		2 Entre Mundos	
Spanish I	Arens	13		2 Spanish 1 Realidades Leveled Vocabulary and Grammar Core Practice Workbook	
Spanish I	Arens	13		2 Spanish 1 Realidades Leveled Vocabulary and Grammar Core Practice Workbook	
Spanish I	Arens	13		5 Spanish 1 Realidades Leveled Vocabulary and Grammar Core Practice Workbook	
Spanish I	Arens	13		5 Spanish 1 Realidades Leveled Vocabulary and Grammar Core Practice Workbook	
Spanish II	Arens	13		1 Spanish 2 Realidades Leveled Vocabulary and Grammar Core Practice workbook	
Spanish II	Arens	13		3 Spanish 2 Realidades Leveled Vocabulary and Grammar Core Practice workbook	
US History	Murphy	r3		1 National Geographic Inside the USA	<b>TCI - History Alive! Pursuing American Ideals</b>
US History	Murphy	r3		3 National Geographic Inside the USA	<b>TCI - History Alive! Pursuing American Ideals</b>
US History	Murphy	r3		4 National Geographic Inside the USA	<b>TCI - History Alive! Pursuing American Ideals</b>
World History	Nevels	b206		2 World History - Modern World History: Patterns of Interaction	<b>TCI - History Alive! World Connections</b>
World History	Nevels	b206		3 World History - Modern World History: Patterns of Interaction	<b>TCI - History Alive! World Connections</b>
World History	Nevels	b206		6 World History - Modern World History: Patterns of Interaction	<b>TCI - History Alive! World Connections</b>
Algebra I	Martinez	r11		2 Savvas - Envaga24 ALG1	
Algebra I	Martinez	r11		3 Savvas - Envaga24 ALG1	
Algebra I	Martinez	r11		4 Savvas - Envaga24 ALG1	
Algebra II	Prevot	r7		1 Savvas - Envaga24 ALG2	
Algebra II	Tran	b203		3 Savvas - Envaga24 ALG2	
Algebra II	Tran	b203		4 Savvas - Envaga24 ALG2	
Algebra II	Tran	b203		6 Savvas - Envaga24 ALG2	
Biology	Rojas	b201		1 Discovery Biology	
Biology	Rojas	b201		2 Discovery Biology	
Biology	Rojas	b201		3 Discovery Biology	
Biology	Rojas	b201		5 Discovery Biology	
Broadcast Journ	Mahlke	r5		6	
Calculus	Tran	b203		2 x	
Chemistry	Musongong	b202		1 Discovery Chemistry & Chemistry	
Chemistry	Musongong	b202		2 Discovery Chemistry & Chemistry	
Chemistry	Musongong	b202		3 Discovery Chemistry & Chemistry	
Chemistry	Musongong	b202		4 Discovery Chemistry & Chemistry	
DE Spanish 1A	Amaya	r4		7 Spanish 1 Realidades Leveled Vocabulary and Grammar Core Practice Workbook	
DE Spanish 1B	Amaya	r4		7 Spanish 1 Realidades Leveled Vocabulary and Grammar Core Practice Workbook	
Economics	Nevels	b206		1 Economics: Concepts and Choices	<b>TCI - Econ Alive! The Power to Choose</b>
Economics	Nevels	b206		4 Economics: Concepts and Choices	<b>TCI - Econ Alive! The Power to Choose</b>
ELD A		r1		2 Read 180 System 44	
ELD A		r1		5 Read 180 System 44	
ELD B		r1		2 Read 180 System 44	
ELD B		r1		3 Read 180 System 44	
ELD B		r1		6 Read 180 System 44	
ELD B: ELA Lit		r1		7 Read 180 System 44	
ELD Fundamental		r1		5 Read 180 System 44	
English 10	Miller	b204		1 myPerspectives ELA National	
English 10	Miller	b204		4 myPerspectives ELA National	
English 10	Kusactay	r12		6 myPerspectives ELA National	
English 10 H	Kusactay	r12		5 myPerspectives ELA National	
English 11	Mahlke	r5		2 myPerspectives ELA National	
English 11	Mahlke	r5		3 myPerspectives ELA National	
English 11	Mahlke	r5		5 myPerspectives ELA National	
English 11 H	Mahlke	r5		4 myPerspectives ELA National	
English 12	Miller	b204		2 myPerspectives ELA National	
English 12	Miller	b204		5 myPerspectives ELA National	
English 12 H	Miller	b204		3 myPerspectives ELA National	
English 9	Cesar	r13		1 myPerspectives ELA National	
English 9	Cesar	r13		2 myPerspectives ELA National	
English 9	Cesar	r13		5 myPerspectives ELA National	
English 9 Honor	Cesar	r13		3 myPerspectives ELA National	
Geometry	Martinez	r11		1 Savvas - Envaga24 GEOM	
Geometry	Prevot	r7		2 Savvas - Envaga24 GEOM	
Geometry	Prevot	r7		3 Savvas - Envaga24 GEOM	
Geometry	Prevot	r7		4 Savvas - Envaga24 GEOM	
Geometry	Martinez	r11		5 Savvas - Envaga24 GEOM	
Government	Nevels	b206		1 United States Government: Principles in Practices	<b>TCI - Government Alive! Power, Politics, and You</b>
Government	Nevels	b206		4 United States Government: Principles in Practices	<b>TCI - Government Alive! Power, Politics, and You</b>
Mil Sci 9:Health	Mullins	r14		4 CACC Health	
Mil Sci 9:Health	Mullins	r14		6 CACC Health	
Mil Sci 9:Health	Mullins	r14		7 CACC Health	
Advisory	Tran	b203		4	
Band I	Rathje	b101		4	
Basic Visual Ar	Siebert	b102		4	
Basic Visual Ar	Siebert	b102		6	
Basic Visual Ar	Siebert	b102		7	
Earth & Space	Perez	b201		6 DE-Living Earth DE-Earth/Space Science	
Guitar	Rathje	b101		6	
HS Study Skills	Dummett	b205		7	
Mil Sci 10	Alroaini	r8		4	
Mil Sci 10	Alroaini	r8		5	
Mil Sci 10	Alroaini	r8		7	



Mil Sci 11	Ahmed	r2	4	
Mil Sci 11	Ahmed	r2	6	
Mil Sci 11	Ahmed	r2	7	
Mil Sci 12	Yin	b103	5	
Mil Sci 12	Yin	b103	6	
Mil Sci 12	Yin	b103	7	
Statistics	Tran	b203	5	Stats: Meddling the World Ap Edition 2007
Student Leaders	Lee	c102	6	
Yearbook	Siebert	b102	3	
NEW CLASSES (2024-25)				
Academic Success				NewsELA
Academic Success Math				Savvas Successmaker
Physics (H)				Discovery Physics
Span III (H)				
Ethnic Studies I				
Ethnic Studies II				
Academic ELD				Read 180 System 44

# Coversheet

## Child Abuse Prevention and Reporting Policy

**Section:** III. Action Items  
**Item:** D. Child Abuse Prevention and Reporting Policy  
**Purpose:**  
**Submitted by:** Thomas James  
**Related Material:** Child Abuse Prevention and Reporting Board Policy 5141.4.pdf

### BACKGROUND:

Addendum to the OMI Comprehensive Safety Plan

This supports policy efforts to improve abuse identification and follow through.

### RECOMMENDATION:

OMI staff recommends that the Board approve and monitor.



## OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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Board Policy No. 5141.4 Child Abuse Prevention and Reporting

Adoption Date:

Revision Date:

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/pr may refer the student to resources available within the community as needed.

(cf. 1020 - Youth Services)

(cf. 5141.6 - School Health Services)

(cf. 6164.2 Guidance/ Counseling Services)

### **Child Abuse Prevention**

The district's instructional program may include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum may explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Course of Study)

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a students' parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee shall to the extent feasible, seek to incorporate community resources into the district's child abuse prevention program and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

### **Child Abuse Reporting**

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the reporting duties of mandated reporters.

# Coversheet

## Implementation of OMI's Workplace Violence Prevention Plan

**Section:** III. Action Items  
**Item:** E. Implementation of OMI's Workplace Violence Prevention Plan  
**Purpose:**  
**Submitted by:** Thomas James  
**Related Material:** WVPP\_CalOSHA\_OMIWPVplan (1).pdf

### BACKGROUND:

OMI's workplace violence prevention plan for review,  
implementation July 1, 2024

Subject to SB 553

### RECOMMENDATION:

OMI staff recommends that the Board approve and monitor.



## OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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# OMI WORKPLACE VIOLENCE PREVENTION PLAN

## Overview and directions for using the model plan

### Who is this model plan for?

As a result of [California Senate Bill 553 \(SB 553\)](#), all employers that fall within the scope of [California Labor Code \(LC\) 6401.7 and LC 6401.9](#), are required to establish, implement, and maintain an effective, written Workplace Violence Prevention Plan (WVPP) no later than July 1, 2024.

Employers with workplaces covered by California Code of Regulations (CCR), Title 8, [section 3342](#) Violence Prevention in Health Care should not use this model program, but instead implement the requirements of section 3342.

### What does the model plan include?

Employers are not required to use this model WVPP. They may create their own, use another WVPP template, or incorporate workplace violence prevention into their existing [Injury and Illness Prevention Program \(IIPP\)](#) as a separate section. Cal/OSHA requires employers to engage with employees in developing and implementing their WVPP. This model plan is intended to help employers develop a separate, stand-alone Workplace Violence Prevention Plan (WVPP). It was written for a broad spectrum of employers, and it may not match your establishment's exact needs. However, it provides the essential framework to identify, evaluate, and control workplace violence hazards.

Use of this model program does not ensure compliance with LC section 6401.9. Employers are liable for any violations of LC section 6401.9 regardless of use of this model program.

### How to put the model program to use?

Proper use of this model program requires the employer to identify and ensure that the person or person(s) responsible for implementing the plan:

- Review the full requirements of LC sections 6401.7 and 6401.9.
- Review the requirements for each of the WVPP elements found in this model plan, ensure workplace violence concerns are incorporated, fill in the appropriate blank spaces/instructions in red font enclosed in brackets, and check those items that are applicable to their workplace
- Read <https://www.dir.ca.gov/dosh/Workplace-Violence.html> for additional guidance.
- Obtain the active involvement of employees and their authorized employee representatives in developing and implementing the plan.
- Make the plan available and easily accessible to affected employees, authorized employee representatives, and representatives of Cal/OSHA at all times.



## Cal/OSHA Publications Unit

February 2024

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## WORKPLACE VIOLENCE PREVENTION PROGRAM for OMI

Our establishment's Workplace Violence Prevention Plan (WVPP) addresses the hazards known to be associated with the four types of workplace violence as defined by Labor Code (LC) section 6401.9.

**Date of Last Review:** June 10, 2024

**Date of Last Revision(s):** June 10, 2024

### DEFINITIONS

**Emergency** - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

**Engineering controls** - An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

**Log** - The violent incident log required by LC section 6401.9.

**Plan** - The workplace violence prevention plan required by LC section 6401.9.

**Serious injury or illness** - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

**Threat of violence** - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

**Workplace violence** - Any act of violence or threat of violence that occurs in a place of employment.

**Workplace violence** includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.
- The following four workplace violence types:

**Type 1 violence** - Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

**Type 2 violence** - Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

**Type 3 violence** - Workplace violence against an employee by a present or former employee, supervisor, or manager.

**Type 4 violence** - Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

**Workplace violence** does not include lawful acts of self-defense or defense of others.

**Work practice controls** - Procedures and rules which are used to effectively reduce workplace violence hazards  
RESPONSIBILITY

The WVPP administrator, CMSgt (CA) Thomas L. James, Commandant has the authority and responsibility for implementing the provisions of this plan for OMI. If there are multiple persons responsible for the plan, their roles will be clearly described.

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Dr. Streshly	Superintendent	<b>[Overall responsibility for the plan; approves the final plan and any major changes.</b>	(510) 594-3992	mstreshly@omiacademy.org
CMSgt (CA) James	Commandant	<b>Organizes safety meetings, set emergency response, hazard identification, and coordination standards; Coordinates safety inspections, communicates emergency response procedures, and communicates with other stakeholders, staff and parents.</b>	(510) 775-5732	tjames@omiacademy.org
Ms. Wong	HR Manager	[Responsible for employee involvement and training, updates training materials, and handles any reports of workplace violence.]	(510) 594-3975	kwong@omiacademy.org
TBD	Director of Operations	<b>Implements emergency response, hazard identification, and coordination with staff; conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.</b>	(510) 594-xxxx	TBD

All managers and supervisors are responsible for implementing and maintaining the WVPP in their work areas and for answering employee questions about the WVPP.

## EMPLOYEE ACTIVE INVOLVEMENT

OMI ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
  - Identifying, evaluating, and determining corrective measures to prevent workplace violence:



management will have monthly safety meetings with employees and their representatives to discuss identification of workplace violence related concerns/hazards, evaluate those hazards and/or concerns, and how to correct them. These meetings could involve brainstorming sessions, discussions of recent incidents, and reviews of safety procedures).

- Designing and implementing training: employees are encouraged to participate in designing and implementing training programs, and their suggestions are incorporated into the training materials. For example, an employee might suggest a new training scenario based on a recent incident.
- Reporting and investigating workplace violence incidents. Will use existing OMI standards of practice to investigate hazards identification and incidents.
- Management will ensure that all workplace violence policies and procedures within this written plan are clearly communicated and understood by all employees. Managers and supervisors will enforce the rules fairly and uniformly.
- All employees will follow all workplace violence prevention plan directives, policies, and procedures, and assist in maintaining a safe work environment to include: (1) strategies to avoid physical harm, (2) violent incident log: Obtaining copies of records pertaining hazard identification, evaluation, correction, training records and logs (3) opportunities for interactive questions/answers with a person knowledgeable about the plan (4) definitions and requirements of the plan.
- The plan shall be in effect at all times and in all work areas and be specific to the hazards and corrective measures for each work area and operation.

## **EMPLOYEE COMPLIANCE**

Our system to ensure that employees comply with the rules and work practices that are designed to make the workplace more secure, and do not engage in threats or physical actions which create a security hazard for others in the workplace, include at a minimum:

- Training employees, supervisors, and managers in the provisions of OMI Workplace Violence Prevention Plan (WVPP)
- Effective procedures to ensure that supervisory and nonsupervisory employees comply with the WVPP. OMI will identify, evaluate, and correct hazards during monthly staff meetings. OI will design and implement training to encourage staff participation and safety. Any incidents involving workplace violence will be thoroughly investigated and promptly reported in accordance with federal, state and local laws, OMI policies, the Adjutant General's (TAG) Commander's Critical Information Requirements (CCIR), and YCPTF Commander's Critical Information Requirements (CCIR) and Incident Reporting.
- Provide retraining to employees whose safety performance is deficient with the WVPP.
- Recognizing employees who demonstrate safe work practices that promote the WVPP in the workplace by OMI memos/emails or certificate of recognition from executive staff.
- Discipline employees for failure to comply with the WVPP. (You can either refer to Human Resources, Ms. Wong existing discipline process or outline specific steps for the WVPP).

## **COMMUNICATION WITH EMPLOYEES**

We recognize that open, two-way communication between our management team, staff, and other employees, about workplace violence issues is essential to a safe and productive workplace. The following communication system is designed to facilitate a continuous flow of workplace violence prevention information between management and staff in a form that is readily understandable by all employees, and consists of one or more of the following:

- New employee orientation includes workplace violence prevention policies and procedures.
- Workplace violence prevention training programs.
- Regularly scheduled meetings that address security issues and potential workplace violence hazards
- Effective communication between employees and supervisors about workplace violence prevention and violence concerns. OMI supervisors and employees can communicate effectively and in the employees' first language.
- Posted or distributed workplace violence prevention information.
- How employees can report a violent incident, threat, or other workplace violence concern to employer or law enforcement without fear of reprisal or adverse action.
  - Employees can anonymously report a violent incident, threat, of other violence concerns.
  - Call by phone or Relay radio for Security if an incident is occurring. If risk to life or safety appears imminent, Call 911 immediately.
- Employees will not be prevented from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety. Employees' concerns will be investigated in a timely manner and they will be informed of the results of the investigation and any corrective actions to be taken.
- Updates on the status of investigations and corrective actions are provided to employees through email and at safety meetings. These updates could include information about the progress of investigations, the results of investigations, and any corrective actions taken.
- Updates during daily/weekly/monthly/quarterly meetings with other employers in the building (at or near and around the same worksite) to discuss the plan and any updates. These meetings could involve sharing updates to the plan, discussing recent incidents, and coordinating training sessions.
- Sharing training materials and incident reports with other employers to ensure a coordinated response to any incidents. This could involve sending copies of training materials and incident reports to other employers.

## **COORDINATION WITH OTHER EMPLOYERS**

OMI will implement the following effective procedures to coordinate implementation of its plan with other employers to ensure that those employers and employees understand their respective roles, as provided in the plan.

- All employees will be trained on workplace violence prevention.
- Workplace violence incidents involving any employee are reported, investigated, and recorded.
- At a multiemployer worksite, [name of employer] will ensure that if its employees experience workplace violence incident that OMI will record the information in a violent incident log and shall also provide a copy of that log to controlling employer.

## **WORKPLACE VIOLENCE INCIDENT REPORTING PROCEDURE**

OMI will implement the following effective procedures to ensure that:

- All threats or acts of workplace violence are reported to an employee's supervisor or manager, who will inform the WVPP administrator. This will be accomplished by the Commandant. If that's not possible, employees will report incidents directly to HR, Ms. Wong.
- Staff can report incidents to their supervisor, HR, or through OMI's WVPP online form.

- **IN DRAFT// Workplace Violence Reporting form: [Insert Workplace Violence Reporting Form weblink or QR code]**

A strict non-retaliation policy is in place, and any instances of retaliation are dealt with swiftly and decisively. (1) Identify who the report is given to (2) Instances of retaliation are dealt with swiftly and decisively, (3) staff who retaliates could be disciplined or terminated.

## EMERGENCY RESPONSE PROCEDURES

OMI has in place the following specific measures to handle actual or potential workplace violence emergencies. Effective means to alert employees of the presence, location, and nature of workplace violence emergencies by the following:

Alarm systems and PA announcements will be used to alert employees of emergencies (The alarms could be audible alarms, visual alarms, or both.)

- OMI will have evacuation or sheltering plans. The plans include maps of evacuation routes, locations of emergency exit, and instructions for sheltering in place.
- How to obtain help from staff, security personnel, or law enforcement.

In the event of an emergency, including a Workplace Violence Emergency, contact the following:

Responsible Persons	Job Title/Position	WVPP Responsibility(ies)	Phone #	Email
Operations Staff	Operations	<b>[Responsible for emergency response, hazard identification, and coordination with other employers; Semore conducts safety inspections, coordinates emergency response procedures, and communicates with other employers about the plan.]</b>	(510) 594-XXXX	Operations@omiacademy.org

- Contact 911 if Operations Staff does not respond accordingly to the threat.\

## WORKPLACE VIOLENCE HAZARD IDENTIFICATION AND EVALUATION

The following policies and procedures are established and required to be conducted by [Name of employer] to ensure that workplace violence hazards are identified and evaluated:

- Inspections shall be conducted when the plan is first established, after each workplace violence incident, and whenever the employer is made aware of a new or previously unrecognized hazard.

Review all submitted/reported concerns of potential hazards:

- Daily or weekly review of all submitted and reported concerns.
- Workplace Violence Hazards suggestion box
- Online form for reporting workplace violence hazards

- Voicemail/email/text messages

### Periodic Inspections

Periodic inspections of workplace violence hazards will identify unsafe conditions and work practices. This may require assessment for more than one type of workplace violence. Periodic Inspections shall be conducted three business days prior to monthly Comprehensive Safety Council Meetings.

Periodic inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

Specific Person Name/Job Title	Area/Department/Specific location
Facilities and Security Equipment	Mr. Robles, Facilities Manager
Evacuations, Active Shooter/Stabber	Director of Operations

Inspections for workplace violence hazards include assessing:

[Describe factors specific to workplace that may result in risk of workplace violence.

Examples:

- The exterior and interior of the workplace for its attractiveness to robbers.
- The need for violence surveillance measures, such as mirrors and cameras.
- Procedures for employee response during a robbery or other criminal act, including our policy prohibiting employees, who are not security guards, from confronting violent persons or persons committing a criminal act.
- Procedures for reporting suspicious persons or activities.
- Effective location and functioning of emergency buttons and alarms.
- Posting of emergency telephone numbers for law enforcement, fire, and medical services.
- Whether employees have access to a telephone with an outside line.
- Whether employees have effective escape routes from the workplace.
- Whether employees have a designated safe area where they can go to in an emergency.
- Adequacy of workplace security systems, such as door locks, entry codes or badge readers, security windows, physical barriers, and restraint systems.
- Frequency and severity of threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
- Employees' skill in safely handling threatening or hostile service recipients (example: security guards).

- Effectiveness of systems and procedures that warn others of actual or potential workplace violence danger or that summon assistance, e.g., alarms or panic buttons.
- The use of work practices such as the "buddy" system for specified emergency events.
- The availability of employee escape routes.
- How well our establishment's management and employees communicate with each other.
- Access to and freedom of movement within the workplace by non-employees, including recently discharged employees or persons with whom one of our employees is having a dispute.
- Frequency and severity of employees' reports of threats of physical or verbal abuse by managers, supervisors, or other employees.
- Any prior violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace.

## WORKPLACE VIOLENCE HAZARD CORRECTION

Workplace violence hazards will be evaluated and corrected in a timely manner. OMI will implement the following effective procedures to correct workplace violence hazards that are identified:

- If an imminent workplace violence hazard exists that cannot be immediately abated without endangering employee(s) , all exposed employee(s) will be removed from the situation except those necessary to correct the existing condition. Employees necessary to correct the hazardous condition will be provided with the necessary protection.
- All corrective actions taken will be documented and dated on the appropriate forms. **Add form link or QR**
- Corrective measures for workplace violence hazards will be specific to a given work area.
  - Make the workplace unattractive to robbers by:
    - Improve lighting around and at the workplace.
    - Post of signs notifying the public that limited cash is kept on the premises and that cameras are monitoring the facility.
    - Utilize surveillance measures, such as cameras and mirrors, to provide information as to what is going on outside and inside the workplace and to dissuade criminal activity.
    - Hire security guards and have them patrol the workplace interior and perimeter.
    - Install security surveillance cameras in and around the workplace.
  - Provide workplace violence systems, such as door locks, violence windows, physical barriers, emergency alarms and restraint systems by:
    - Ensure the adequacy of workplace violence systems
    - Post emergency telephone numbers for law enforcement, fire, and medical services
    - Control, access to, and freedom of movement within, the workplace by non-employees, include recently discharged employees or persons with whom one of our employees is having a dispute.
    - Install effective systems to warn others of a violence danger or to summon assistance, e.g., alarms or panic buttons.

- Ensure employees have access to a telephone with an outside line. Provide employee training/re-training(refreshers) on the WVPP, which could include but not limited to the following:
  - Recognizing and handling threatening or hostile situations that may lead to violent acts by persons who are service recipients of our establishment.
  - Ensure that all reports of violent acts, threats of physical violence, verbal abuse, property damage or other signs of strain or pressure in the workplace are handled effectively by management and that the person making the report is not subject to retaliation by the person making the threat.
  - Improve how well our establishment's management and employees communicate with each other.
  - Procedures for reporting suspicious persons, activities, and packages.
  - Provide/review employee, supervisor, and management training on emergency action procedures.
- Ensure adequate employee escape routes.
- Increase awareness by employees, supervisors, and managers of the warning signs of potential workplace violence. [Provide procedures on how to will be accomplished]
- Ensure that employee disciplinary and discharge procedures address the potential for workplace violence. [Provide procedures on how to will be accomplished]
- Establish a policy for prohibited practices [describe what those are, such as a no-weapons policy.
- Limit the amount of cash on hand and use time access safes for large bills.
- Provide procedures for a "buddy" system for specified emergency events.

## **PROCEDURES FOR POST INCIDENT RESPONSE AND INVESTIGATION**

After a workplace incident, the WVPP administrator or their designee will implement the following post-incident procedures:

- Visit the scene of an incident as soon as safe and practicable.
- Interview involved parties, such as employees, witnesses, law enforcement, and/or security personnel.
- Review security footage of existing security cameras if applicable.
- Examen the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator.
- Determine the cause of the incident.
- Take corrective action to prevent similar incidents from occurring.
- Record the findings and ensuring corrective actions are taken.
- Obtain any reports completed by law enforcement.
- The violent incident log will be used for every workplace violence incident and will include information,

such as:

- The date, time, and location of the incident.
- The workplace violence type or types involved in the incident.
- A detailed description of the incident.
- A classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.
- A classification of circumstances at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.
- A classification of where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.
- The type of incident, including, but not limited to, whether it involved any of the following:
  - Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
  - Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
  - Threat of physical force or threat of the use of a weapon or other object.
  - Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
  - Animal attack.
  - Other.
- Consequences of the incident, including, but not limited to:
  - Whether security or law enforcement was contacted and their response.
  - Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.
  - Information about the person completing the log, including their name, job title, and the date completed.
- Reviewing all previous incidents.
- Other post-incident procedures
  - Support and resources, such as counseling services, are provided to affected employees.

Ensure that no personal identifying information is recorded or documented in the written investigation report. This includes information which would reveal identification of any person involved in a violent incident, such as the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

## TRAINING AND INSTRUCTION

All employees, including managers and supervisors, will have training and instruction on general and job-specific workplace violence practices. These sessions could involve presentations, discussions, and practical exercises. Training and instruction will be provided as follows:

- When the WVPP is first established.
- Annually to ensure all employees understand and comply with the plan.
- Whenever a new or previously unrecognized workplace violence hazard has been identified and when changes are made to the plan. The additional training may be limited to addressing the new workplace violence hazard or changes to the plan.

OMI will provide its employees with training and instruction on the definitions found on page 1 of this plan and the requirements listed below:

- The employer's WVPP, how to obtain a copy of the employer's plan at no cost, and how to participate in development and implementation of the employer's plan.
- How to report workplace violence incidents or concerns to the employer or law enforcement without fear of reprisal.
- Workplace violence hazards specific to the employees' jobs, the corrective measures [name of employer] has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm.
- The violent incident log and how to obtain copies of records pertaining to hazard identification, evaluation and correction, training records, and violent incident logs.
- Opportunities OMI has for interactive questions and answers with a person knowledgeable about the OMI plan.
- Strategies to avoid/prevent workplace violence and physical harm, such as:
  - How to recognize workplace violence hazards including the risk factors associated with the four types of workplace violence.
  - Ways to defuse hostile or threatening situations.
- How to recognize alerts, alarms, or other warnings about emergency conditions and how to use identified escape routes or locations for sheltering.
- Employee routes of escape.
- Emergency medical care provided in the event of any violent act upon an employee
- Post-event trauma counseling for employees desiring such assistance.

**Note:** *Employers must use training material appropriate in content and vocabulary to the educational level, literacy, and language of employees.*

## EMPLOYEE ACCESS TO THE WRITTEN WVPP

OMI ensures that the WVPP plan shall be in writing and shall be available and easily accessible to employees, authorized employee representatives, and representatives of Cal/OSHA at all times. This will be accomplished by:



- Whenever an employee or designated representative requests a copy of the written WVPP, we will provide the requester with a printed copy of the WVPP, unless the employee or designated representative agrees to receive an electronic copy.
- We will provide unobstructed access through a company server or website, which allows an employee to review, print, and email the current version of the written WVPP. Unobstructed access means that the employee, as part of their regular work duties, predictably and routinely uses the electronic means to communicate with management or co-employees.]

## RECORDKEEPING

OMI will:

- Create and maintain records of workplace violence hazard identification, evaluation, and correction, for a minimum of five (5) years.
- Create and maintain training records for a minimum of one (1) year and include the following:
  - Training dates.
  - Contents or a summary of the training sessions.
  - Names and qualifications of persons conducting the training.
  - Names and job titles of all persons attending the training sessions.
- Maintain violent incident logs for minimum of five (5) years.
- Maintain records of workplace violence incident investigations for a minimum of five (5) years.
  - The records shall not contain medical information per subdivision (j) of section 56.05 of the Civil Code.
- All records of workplace violence hazard identification, evaluation, and correction; training, incident logs and workplace violence incident investigations required by [LC section 6401.9\(f\)](#), shall be made available to Cal/OSHA upon request for examination and copying.

## EMPLOYEE ACCESS TO RECORDS

The following records shall be made available to employees and their representatives, upon request and without cost, for examination and copying within **15 calendar days of a request**:

- Records of workplace violence hazard identification, evaluation, and correction.
- Training records.
- Violent incident logs.

## REVIEW AND REVISION OF THE WVPP

The OMI WVPP will be reviewed for effectiveness:

- At least annually.
- When a deficiency is observed or becomes apparent.
- After a workplace violence incident.
- As needed.

Review and revision of the WVPP will include the procedures listed in the EMPLOYEE ACTIVE INVOLVEMENT section of this WVPP, as well as the following procedures to obtain the active involvement of employees and authorized employee representatives in reviewing the plan's effectiveness:

- Review of OMI's WVPP should include, but is not limited to:
  - Review of incident investigations and the violent incident log.

- Assessment of the effectiveness of security systems, including alarms, emergency response, and security personnel availability (if applicable).
- Review that violence risks are being properly identified, evaluated, and corrected. Any necessary revisions are made promptly and communicated to all employees. [These revisions could involve changes to procedures, updates to contact information, and additions to training materials.]

## EMPLOYER REPORTING RESPONSIBILITIES

As required by [California Code of Regulations \(CCR\), Title 8, Section 342\(a\). Reporting Work-Connected Fatalities and Serious Injuries](#), OMI will immediately report to Cal/OSHA any serious injury or illness (as defined by [CCR, Title 8, Section 330\(h\)](#)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

“I, Dr, Mary Streshly, Superintendent of OMI, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I believe that these policies and procedures will bring positive changes to the workflow, business operations, and overall health and safety as it relates to workplace violence prevention.”

Signature \_\_\_\_\_

Date \_\_\_\_\_

“I, CMSgt (CA) Thomas James, Commandant of OMI, hereby authorize and ensure, the establishment, implementation, and maintenance of this written workplace violence prevention plan and the documents/forms within this written plan. I am committed to ensuring the safety and well-being of our employees and believe that these policies and procedures will help us achieve that goal.”

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Violent Incident Log (Example)

This log must be used for every workplace violence incident that occurs in our workplace. At a minimum, it will include the information required by LC section 6401.9(d).

The information that is recorded will be based on:

- Information provided by the employees who experienced the incident of violence.
- Witness statements.
- All other investigation findings.

All information that personally identifies the individual(s) involved will be omitted from this log, such as:

- Names
- Addresses – physical and electronic
- Telephone numbers
- Social security number

[Enter the date the incident occurred (Day, Month, Year)]

[Enter the time (or approximate time) that the incident occurred] a.m./p.m.

Location(s) of Incident	Workplace Violence Type (Indicate which type(s) (Type 1, 2,3,4))
[Enter location(s) where the incident occurred]	[Enter the workplace violence type(s)]

Check which of the following describes the type(s) of incident, and explain in detail:

**Note:** It's important to understand that "Workplace Violence Type" and "Type of Incident" have separate requirements. **For this part of the log, "Type of Incident" specifically refers to the nature or characteristics of the incident being logged. It does not refer to the type of workplace violence.**

- Physical attack without a weapon, including, but not limited to, biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, or spitting.
- Attack with a weapon or object, including, but not limited to, a firearm, knife, or other object.
- Threat of physical force or threat of the use of a weapon or other object.
- Sexual assault or threat, including, but not limited to, rape, attempted rape, physical display, or unwanted verbal or physical sexual contact.
- Animal attack.
- Other.

Explain: [Provide a detailed description of the incident and any additional information on the violence incident type and what it included. Continue on separate sheet of paper if necessary.]

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Workplace violence committed by: [For confidentiality, only include the classification of who committed the violence, including whether the perpetrator was a client or customer, family or friend of a client or customer, stranger with criminal intent, coworker, supervisor or manager, partner or spouse, parent or relative, or other perpetrator.]

Circumstances at the time of the incident: [write/type what was happening at the time of the incident, including, but not limited to, whether the employee was completing usual job duties, working in poorly lit areas, rushed, working during a low staffing level, isolated or alone, unable to get help or assistance, working in a community setting, or working in an unfamiliar or new location.]

Where the incident occurred: [Where the incident occurred, such as in the workplace, parking lot or other area outside the workplace, or other area.]

Consequences of the incident, including, but not limited to:

- Whether security or law enforcement was contacted and their response.
- Actions taken to protect employees from a continuing threat or from any other hazards identified as a result of the incident.

[Include information on what the consequences of the incident were.]

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- Were there any injuries? Yes or No. Please explain:

[Indicate here if there were any injuries, if so, provide description of the injuries

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- Were emergency medical responders other than law enforcement contacted, such as a Fire Department, Paramedics, On-site First-aid certified personnel? Yes or No. If yes, explain below:

[ \_\_\_\_\_ ]  
\_\_\_\_\_  
\_\_\_\_\_ ]

Did the severity of the injuries require reporting to Cal/OSHA? If yes, document the date and time this was done, along with the name of the Cal/OSHA representative contacted.

\_\_\_\_\_  
\_\_\_\_\_

A copy of this violent incident log needs to be provided to the employer. Indicate when it was provided and to whom.

\_\_\_\_\_  
\_\_\_\_\_

This violent incident log was completed by:

[Name of person completing this log], [Job Title of person completing this log], [Date this log was completed]

[Signature of person completing this log]

[Date of completion]

# Coversheet

## Minutes of June 4, 2024 Regular Meeting

**Section:** IV. Approval of Consent Items  
**Item:** A. Minutes of June 4, 2024 Regular Meeting  
**Purpose:** Approve Minutes  
**Submitted by:** Carlos Rodriguez  
**Related Material:** Minutes for Regular Board Meeting on June 4, 2024

### BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on June 4, 2024

### RECOMMENDATION:

The OMI Board of Directors approve the attached minutes for the Regular Board Meeting held on June 4, 2024.



# Oakland Military Institute, College Preparatory Academy

## Minutes

### Regular Board Meeting

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#### Date and Time

Tuesday June 4, 2024 at 4:45 PM

#### Location

Room: B104

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

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

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

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#### Directors Present

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

#### Directors Absent

J. Wire, M. Baldwin

#### Guests Present

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

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## I. Opening Items

### A. Roll Call

### B. Call the Meeting to Order

J. Brown called a meeting of the board of directors of Oakland Military Institute, College Preparatory Academy to order on Tuesday Jun 4, 2024 at 5:00 PM.

### C. Public Comment

There were no public comments.

### D. Ordering of the Agenda

A. Campbell Washington made a motion to maintain the order of the agenda.

M. Mares seconded the motion.

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

## II. Public Hearing

### A. 2024-2025 Proposed Budget

A. Campbell Washington made a motion to close the public hearing of the 2024-2025 proposed budget.

M. Mares seconded the motion.

This was the public hearing for the 2024-2025 proposed budget. Jacque Eischens explained that she would take the feedback that the Board of Directors made and modify the presentation/proposed budget for the next meeting in June.

There was minimal information that was released with the May revision and was not as detailed. Cost of living adjustment would be 1.07% and other programs would be affected if funds are used more than expect or cuts happen.

To build this budget, Jacque and OMI staff reduced the amount of enrollment projections from previous 550 students to 540 and average data attendance to 90%. This is based on prior reports and CBEDS reporting. These projected figures would be used for the future reporting barring plus/minus growth in certain categories.

The revenue over expenditures would result in a deficiency of over \$1 million. OMI would end the 2024-2025 school year with about \$2.1 million in ending cash.



In the next year, because OMI has almost used all of the one time funds, the LCFF funding would be a higher percentage of the revenue. The budget assumptions changed in a couple of categories including the COLA, one time funds, enrollment projections and the unduplicated pupil percentage.

A number of decreases and increases in budget assumptions for non-personnel expenses. Decreases in professional development consultants, curriculum and educational software and military supplies and services. Increases in services for student with special needs and for meals and supplies/materials.

The 3% COLA increase affects every year in the multiyear projection and it contributes to the deficit year over year.

The grants that OMI has been given would help alleviate the deficit issue.  
The board **VOTED** to approve the motion.

#### **B. 2024-2025 Local Control Accountability Plan (LCAP)**

A. Campbell Washington made a motion to close the public hearing for the 2024-2025 Local Control Accountability Plan.

M. Mares seconded the motion.

Major changes were not made to the goals and the action plans.

Community engagement is a big part of the LCAP process and because it is a difficult aspect of the LCAP, OMI applied for a grant that would help in this initiative and get ongoing parent and cadet engagement.

**Goal #1:** Provide high quality classroom instruction. (maintaining instructional coaching and writing programs/math intervention so that the new employees get on the same page as the current employee pool)

**Goal #2:** Provide Special Populations with the required grade level standards/proficiency and /or IEP goals and with the required supports to meet compliance requirements.

**Goal #3:** Create a safe, welcoming and inclusive campus environment for all cadets, their families and OMI personnel. (This is a school climate goal that would help with recruitment and academic excellence. Includes LCAP survey results, CA healthy kids survey results)

**Goal #4:** Bolster leadership capacity at the school for substantial and sustainable academic improvement over time.

Marc Mares asked if the OMI staff can provide summary pages for the LCAP so that the Board of Directors could have a simpler report. Marc Mares also explained that this document could be shown to parents, cadets and the rest of the community.

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

### **III. Approval of Consent Items**

#### **A.**

### **Minutes of May 16, 2024 Regular Meeting**

A. Campbell Washington made a motion to approve the minutes from Regular Board Meeting on 05-16-24.

M. Mares seconded the motion.

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

### **B. New Contracts**

A. Campbell Washington made a motion to approve the new contracts.

M. Mares seconded the motion.

Marc Mares asked the OMI staff if the new kitchen project would be postponed or canceled if the food service contract is approved. CMSgt Thomas James explained that the project would be in fact postponed for future year to improve it. Some modifications still need to be fixed.

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

## **IV. Action Items**

### **A. Approve 2024-2025 Board Meeting Dates**

M. Mares made a motion to approve the 2024-2025 board meeting dates including the time in which the meetings will start, unless otherwise noted.

A. Campbell Washington seconded the motion.

These dates were chosen in order to be able to get board approval for reports that need to be submitted to the OUSD.

The time was selected so that the board members could comfortably come on time to the meeting. Times are subject to change.

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

### **B. Approve Form 990 + California Tax Return**

M. Mares made a motion to approve the Form 990 + California Tax Return.

A. Campbell Washington seconded the motion.

This is an annual filing that the OMI auditors submit.

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

### **C. Local Indicators LCFF**

M. Mares made a motion to approve the local indicators.

A. Campbell Washington seconded the motion.

This is a reflection piece in which OMI gives itself scores on how OMI is doing with the eight state priorities. The biggest piece of this is that OMI continues to make sure that it has fully credentialed teachers.

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

### **D.**

### **Consideration and Vote- Appointment of New Board Member- Simon Bryce**

M. Mares made a motion to vote Simon Bryce to the roster of Board of Directors as a new board member.

A. Campbell Washington seconded the motion.

Simon Bryce gave a little introduction about himself. Simon Bryce was a former member of the OMI board. He also helped attain the original charter for OMI when he helped start the school.

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

### **E. Approve SB 740 Facility Grant Application**

M. Mares made a motion to approve the SB 740 Facility Grant Application.

A. Campbell Washington seconded the motion.

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

## **V. Superintendent's Update**

### **A. Superintendent's Update**

Dr. Streshly explained that she has been holding off sending information for the LCAP survey because she wanted to get more contribution from staff and parents. One deterrent for people to offer constructive criticism is that maybe people think that the survey is not anonymous, but it in fact is. CMSgt James explained that maybe the best time to go to get the constructive feedback would be in March, like how the cadre are evaluated.

OMI was rewarded three grants that OMI Staff applied for. Combined, OMI would be receiving over \$900,000. This would help OMI not dig too deep into the reserves while reclaiming academic excellence

The end of the year report: the school year ended positively and strongly. The beginning of the school year was a bit rough because of the disciplinary issues in certain grades but got better throughout the year.

Board Meeting Quorums: Dr. Streshly suggested that the board meeting should always have a standing item that allows for the discussion of the quorum for the upcoming meeting. The Board members agreed.

Candidate Recruitment Update: 148 completed introductions that are camp ready and 17 more scheduled introductions increasing the floor of expectations to be 551 enrolled.

## **VI. Information/Discussion Items**

### **A. Summer School Update**

81 cadets were enrolled in the high school summer school and 9 have been dismissed for incurring 3 or more unexcused absences. 40 middle school cadets were enrolled and 3 were dismissed for unexcused absences. For the cadets that were missing military science credits and did not show up to summer school, they will be required to go to entrance camp to retain their seat at OMI.

Cadets focus on one core class until they finish that class. Then they move on to another area in which they are credit deficient.

#### **B. Class of 2024 Highlights**

62 out of the 64 cadets currently had completed the 220 credit requirement to graduate and other cadets are in summer school. 37 cadets committed to 4 year universities, 18 at community colleges, 3 armed forces, 1 trade school and 4 in the workforce.

Some issues happened like some cadets with parents without social security had a tough time submitting their FAFSA applications. 65% of the graduating class submitted an application for the Oakland Promise Scholarship and over half of them received the scholarship. 26 cadets have a full tuition covered.

#### **C. Williams Act Materials Review**

OMI needs a board approved curriculum list. This list shows the curriculum that OMI has in each grade level. This will be brought back for the board members to approve the list of board adopted textbooks.

### **VII. Board Member Comments**

#### **A. Board Member Comments**

Marc Mares praised OMI for the level of safety at the graduations and how great the graduation was. He mentioned that there was a shooting at Skyline High school. He mentioned that this fact is a good talking point during the recruitment window to allow parents and future cadets know that OMI has safety as one of its main priorities.

### **VIII. Closing Items**

#### **A. Adjourn to Closed Session**

6:47pm Start of Closed Session.

The Chairman of the Board reported out that no action was taken in closed session.

#### **B. Reconvene to Open Session**

7:06pm, Board of Directors reconvened the meeting to open session.

#### **C.**

### **Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:09 PM.

Respectfully Submitted,

J. Brown

M. Mares made a motion to adjourn the board meeting.

D. Clisham seconded the motion.

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

# Coversheet

## Personnel Report

**Section:** IV. Approval of Consent Items  
**Item:** B. Personnel Report  
**Purpose:**  
**Submitted by:** Kathryn Wong/SGT Melanie Ruiz  
**Related Material:** Staff Changes - June 13, 2024.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 from the Superintendent. Please find attached all personnel changes since our last board meeting on May 16, 2024.

### RECOMMENDATION:

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

<b>Oakland Military Institute (OMI) College Preparatory Academy School Staff as of May 2,- June 13, 2024</b>				
<b>New Hire:</b>				
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>	<b>FTE</b>	<b>Start Date / Separation Date:</b>
Pike	Jonathan	Director of Teaching and Learning	1	7/1/2024
Basnage	Mark	Director of Information Technology (IT) and Grant Development	1	7/1/2024
<b>Transfers:</b>				
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>		
<b>Promotion:</b>				
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>		
<b>Separations:</b>				
<b>Last Name</b>	<b>First Name</b>	<b>Job Title Description</b>		
Arens	Dawn	Spanish Teacher	1	5/24/2024
Contreras Sanchez	Patricia	SPED Aide	0.5	5/24/2024
DeMarcky	Thomas	Middle School English Teacher	1	5/24/2024
Hooker	Sarah	SPED Aide	0.5	5/24/2024
Hum	Steven	Aide	0.5	5/24/2024
Kearney	Michelle	Substitute teacher	1	5/24/2024
Martinez	Robert	Math Teacher	1	5/24/2024
McIntyre	Dustin	Substitute teacher	0.5	5/24/2024
Ramirez	Jessica	Substitute teacher	1	5/24/2024
Rosas	Jorge	Substitute teacher	1	5/24/2024
Sanchez	Johnny	Attendance and Registrar	1	5/15/2024
Wiley	Sinead	Substitute teacher	1	5/24/2024
<b>Teacher/Staff Vacancies:</b>				
ELD Teacher			1	
After School Aide			0.5	
Math Teacher			1	
Middle School English Teacher			1	
SPED Teacher			2	

# Coversheet

## New Contracts

**Section:** IV. Approval of Consent Items  
**Item:** C. New Contracts  
**Purpose:**  
**Submitted by:** Thomas James/Shawna Lipsey/Mary Streshly  
**Related Material:** El Paseo Service Agreement.pdf  
Oakland\_- \_El\_Dorado\_SELPA\_- \_Elevations\_-2024-2025 2.pdf  
Master RTC contract 2023-2024.pdf

### BACKGROUND:

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

Attached you will find:

Contract #1: Master Contract RTC

Contract #2: SchoolAbility Extension (closing books)

Contract #3: El Paseo Service Agreement

Contract #4:

Contract #5:

<https://drive.google.com/file/d/1fcE4CseNddOfdgOLFfQCYSmJJv0lthy/view?usp=sharing> (Cost Analysis RTC Contract)

### 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.



# Professional Services Agreement

This Professional Services Agreement, hereinafter referred to as the "AGREEMENT" is made and entered into as of the 1st day of August, 2024 by and between Oakland Military Institute Preparatory Academy with a physical location of 3877 Lusk St, Oakland, CA 94608, hereinafter referred to as "CLIENT" and El Paseo Children's Center, Inc., a corporation formed under the laws of the State of California, whose physical address is 74-075 El Paseo Drive, Suite A2B, Palm Desert, CA 92260, hereinafter referred to as "AGENCY". AGENCY or CLIENT may sometimes be referred to hereinafter individually as "Party" or be collectively referred to as "Parties".

## RECITALS

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

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

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

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

- 1.) **Services.** AGENCY will, upon request by CLIENT, provide licensed PERSONNEL to provide the special educational and related services listed in "Exhibit A Services Provided", hereinafter referred to as "SERVICES", subject to availability of qualified Personnel.
- 2.) **Term.** The term of this AGREEMENT will begin on 5<sup>th</sup> day of August, 2024, and shall continue until the 31st day of May, 2025. This AGREEMENT shall not automatically renew.
- 3.) **Compensation.** AGENCY will provide SERVICES under this AGREEMENT at the rates based on the rate sheet. AGENCY will invoice when testing is completed.

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

US Mail: Accounting  
Oakland Military Institute  
3877 Lusk St

**Email:**

[accounting@omiacademy.org](mailto:accounting@omiacademy.org)

[slipsey@omiacademy.org](mailto:slipsey@omiacademy.org)

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

CLIENT will send all payments to the following address:

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

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

#### **4.) AGENCY Responsibilities.**

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

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

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

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

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

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

#### **5.) CLIENT Responsibilities.**

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

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

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

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

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

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

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

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

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

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

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

**12.1.2** Adhere to all requirements of any regulation promulgated thereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**30.2.1** Material violation of this AGREEMENT by either Party; or

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

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

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

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

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

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

**34.) Signature and Acceptance.**

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

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

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

**Oakland Military Institute Preparatory Academy**

(CLIENT)

Dr. Mary Streshly

(Authorized CLIENT Representative's Name)

\_\_\_\_\_  
(CLIENT's Representative's Signature)

Superintendent

(Title)

(5 1 0 ) 594-3900

Phone Number

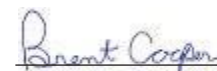
\_\_\_\_\_  
(Date Signed)

**El Paseo Children's Center Inc.**

(AGENCY)

Brent Cooper

(Name of Authorized Representative for AGENCY)



\_\_\_\_\_  
(AGENCY's Representative's Signature)

CEO

(Title)

( 760 ) 342-4900

Phone Number

May 28, 2024

(Date Signed)



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*2024-2025*

# Master Contract

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

Contract Year 2024-2025

X Nonpublic School

           Nonpublic Agency

**Type of Contract:**

           Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

X Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

           Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                           

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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**2024-2025**

**CONTRACT NUMBER: 77-76422-6131130-2**

**LOCAL EDUCATION AGENCY:** Oakland Military Institute College Preparatory Academy

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** \_\_\_\_\_

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2024, between Oakland Military Institute College Preparatory Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and Elevations Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of

this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the



parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers,

dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

## 14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
 \$ 500,000 fire damage  
 \$ 5,000 medical expenses  
 \$1,000,000 personal & adv. injury  
 \$3,000,000 general aggregate  
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## 16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

## 17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the



cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

## 22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

## **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

## 32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

## 33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the

educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

#### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

#### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

#### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business



days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR

of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

**41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal

regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

CONTRACTOR shall provide all meals in compliance with California Education Code to pupils as part of Room, Board, and Supervision.

#### **43. MONITORING**

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## PERSONNEL

### 44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency.

Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

#### 45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

**46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each

profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written

statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

## **52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

## **53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

## **54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

## **55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## **FINANCIAL**

## **56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.



CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the

CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

#### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

#### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily

service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.


The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.


**CONTRACTOR**

**LEA**

Elevations Academy  
Nonpublic School/Agency

Oakland Military Institute College Preparatory Academy  
LEA Name

By:  6/10/2024  
By: Signer ID: R3PBOURMR9...  
Signature Date

By:  11 JUN 2024  
Signature Date

**Name and Title of Authorized Representative**

**Name and Title of Authorized Representative**

<b>Notices to CONTRACTOR shall be addressed to:</b>	<b>Notices to LEA shall be addressed to:</b>
<b>Name and Title</b> Jana Randall, Accounts Receivable	<b>Name and Title</b> Mrs. Shawna Lipsey Director of Student Services & Special Programs
<b>Nonpublic School/Agency/Related Service Provider</b> Elevations Academy	<b>LEA</b> Oakland Military Institute College Preparatory Academy
<b>Address</b> 2650 W 2700 S	<b>Address</b> 3877 Lusk Street
<b>City</b> Syracuse <b>State</b> UT <b>Zip</b> 84075	<b>City</b> Oakland <b>State</b> CA <b>Zip</b> 94608
<b>Phone</b> 801-773-0200 <b>Fax</b>	<b>Phone</b> 510.594.3968 <b>Fax</b>
<b>Email</b> jrandall@elevationsrtc.com	<b>Email</b> slipsey@omiacademy.org
	<b>Additional LEA Notification (Required if completed)</b>
	<b>Name and Title</b> Dr. Mary Streshly, Superintendent
	<b>Address</b> 3877 Lusk Street
	<b>City</b> Oakland <b>State</b> CA <b>Zip</b> 94608
	<b>Phone</b> 510.594.3900 <b>Fax</b>
	<b>Email</b> mstreshly@omiacademy.org

**EXHIBIT A: 2024-2025 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Elevations Academy

The CONTRACTOR CDS NUMBER: 77-76422-6131130-2

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: ~~1:5~~ 1:12

Maximum Contract Amount: \$ 30,083.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$230 per diem
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \$180/diem
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>N/A</u>	<u>N/A</u>
<u>Language and Speech (415)</u>	<u>N/A</u>	<u>N/A</u>
<u>Adapted Physical Education (425)</u>	<u>N/A</u>	<u>N/A</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>TBD</u>	<u>TBD</u>
<u>Health and Nursing: Other Services (436)</u>	<u>TBD</u>	<u>TBD</u>
<u>Assistive Technology Services (445)</u>	<u>N/A</u>	<u>N/A</u>
<u>Occupational Therapy (450)</u>	<u>N/A</u>	<u>N/A</u>
<u>Physical Therapy (460)</u>	<u>N/A</u>	<u>N/A</u>
<u>Individual Counseling (510)</u>	<u>\$180/day</u>	<u>1 hr/week</u>
<u>Counseling and Guidance (515)</u>	<u>\$180/day</u>	<u>4 x week</u>
<u>Parent Counseling (520)</u>	<u>\$180</u>	<u>3 x week</u>
<u>Social Work Services (525)</u>	<u>N/A</u>	<u>N/A</u>
<u>Psychological Services (530)</u>	<u>\$3400</u>	<u>Per Assessment</u>
<u>Behavior Intervention Services (535)</u>	<u>N/A</u>	<u>N/A</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>N/A</u>	<u>N/A</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>N/A</u>	<u>N/A</u>
<u>Interpreter Services (715)</u>	<u>N/A</u>	<u>N/A</u>



<u>Audiological Services (720)</u>	<u>N/A</u>	<u>N/A</u>
<u>Specialized Vision Services (725)</u>	<u>N/A</u>	<u>N/A</u>
<u>Orientation and Mobility (730)</u>	<u>N/A</u>	<u>N/A</u>
<u>Specialized Orthopedic Services (740)</u>	<u>N/A</u>	<u>N/A</u>
<u>Reader Services (745)</u>	<u>N/A</u>	<u>N/A</u>
<u>Transcription Services (755)</u>	<u>N/A</u>	<u>N/A</u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>N/A</u>	<u>N/A</u>
<u>College Awareness (820)</u>	<u>\$230/diem</u>	<u>30 min/month</u>
<u>Work Experience Education (850)</u>	<u>N/A</u>	<u>N/A</u>
<u>Job Coaching (855)</u>	<u>N/A</u>	<u>N/A</u>
<u>Mentoring (860)</u>	<u>N/A</u>	<u>N/A</u>
<u>Travel Training (870)</u>	<u>N/A</u>	<u>N/A</u>
<u>Other Transition Services (890)</u>	<u>\$230/diem</u>	<u>30 min/month</u>
<u>Other (900)</u>	<u>N/A</u>	<u>N/A</u>
<u>Other (900)Residential Treatment Services (545)</u>	<u>\$410 per day</u>	<u>34 days</u>

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

***2023-2024***

**MASTER CONTRACT**  
**GENERAL AGREEMENT FOR NONSECTARIAN,**  
**NONPUBLIC SCHOOL AND AGENCY SERVICES**  
**LEA** OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

Contract Year 2023-2024

  X   Nonpublic School  
       Nonpublic Agency

**Type of Contract:**

       Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

  X   Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                     

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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**2023-2024**

**CONTRACT NUMBER: 77-76422-6131130**

**LOCAL EDUCATION AGENCY:**

Oakland Military Institute College Preparatory Academy

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**I. AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or "Contract") is entered into on July 1, 2023, between Oakland Military Institute College Preparatory Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Elevations Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## 5. **INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## 6. **INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.



Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. "Parent" means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## II. ADMINISTRATION OF CONTRACT

### 1. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### 2. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting

documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**3. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**4. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**5. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**6. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**7. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of

this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 8. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## 9. **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## 10. **INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## 11. **SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## 12. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

### 13. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## III. EDUCATIONAL PROGRAM

### 1. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### 2. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational,



assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### 3. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

#### 4. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

#### 5. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends

school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **6. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **7. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **8. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## 9. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## 10. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review

the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that

behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

## **11. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

## **12. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **13. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **14. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **15. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

**16. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**17. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**18. STUDENT CHANGE OF RESIDENCE**



Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

**19. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

**20. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

**21. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

## **22. STATE MEAL MANDATE**

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

CONTRACTOR shall provide all meals in compliance with California Education Code to pupils as part of Room, Board, and Supervision.

## **23. MONITORING**

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **IV. PERSONNEL**

### **1. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **2. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold

in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

### 3. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis

Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **4. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **5. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make

decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **V. HEALTH AND SAFETY MANDATES**

### **1. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **2. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

### **4. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**5. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**6. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**7. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**1. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 2. **RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.



Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

### **3. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA

students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

#### 4. **PAYMENT FOR ABSENCES**

##### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

##### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

##### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

##### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

#### 5. **LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## 6. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## 7. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## 8. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

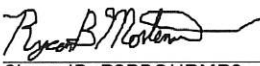
- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. As part of a 60-day diagnostic placement, this contract is effective on the 4th day of June, 2023 and terminates at 11:59 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

Elevations Academy

Nonpublic School/Agency

By:  6/4/2024  
Signer ID: R3PBQURMR9...  
 Signature Date

**LEA**

Oakland Military Institute College Preparatory Academy

LEA Name

By:  6/4/2024  
 Signature Date

Mrs. Shawna Lipsey  
 Director of Student Services & Special Programs

Ryan Mortensen, Associate Executive Director

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
<b>Name and Title</b> Jana Randall, Financial Accounts Receivable			<b>Name and Title</b> Mrs. Shawna Lipsey Director of Student Services & Special Programs		
<b>Nonpublic School/Agency/Related Service Provider</b> Elevations Academy			<b>LEA</b> Oakland Military Institute College Preparatory Academy		
<b>Address</b> 2650 W 2700 S			<b>Address</b> 3877 Lusk Street		
<b>City</b> Syracuse	<b>State</b> UT	<b>Zip</b> 84075	<b>City</b> Oakland	<b>State</b> CA	<b>Zip</b> 94608
<b>Phone</b> 801-773-0200		<b>Fax</b>	<b>Phone</b> 510.594.3968		<b>Fax</b>
<b>Email</b> jrandall@elevationsrtc.com			<b>Email</b> slipsey@omiacademy.org		
<b>Additional LEA Notification (Required if completed)</b>					
			<b>Name and Title</b> Dr. Mary Streshly, Superintendent		
			<b>Address</b> 3877 Lusk Street		
			<b>City</b> Oakland	<b>State</b> CA	<b>Zip</b> 94608
			<b>Phone</b> 510.594.3900		<b>Fax</b>
			<b>Email</b> mstreshly@omiacademy.org		

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Elevations Academy

The CONTRACTOR CDS NUMBER: 77-76422-6131130

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: ~~4:5~~ 1:12

Maximum Contract Amount: \$26,150.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$230.00 per diem
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \$180.00 per day

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>N/A</u>	<u>N/A</u>
<u>Language and Speech (415)</u>	<u>N/A</u>	<u>N/A</u>
<u>Adapted Physical Education (425)</u>	<u>N/A</u>	<u>N/A</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>TBD</u>	<u>TBD</u>
<u>Health and Nursing: Other Services (436)</u>	<u>TBD</u>	<u>TBD</u>
<u>Assistive Technology Services (445)</u>	<u>N/A</u>	<u>N/A</u>
<u>Occupational Therapy (450)</u>	<u>N/A</u>	<u>N/A</u>
<u>Physical Therapy (460)</u>	<u>N/A</u>	<u>N/A</u>
<u>Individual Counseling (510)</u>	<u>\$180 per day</u>	<u>1 hour per week</u>
<u>Counseling and Guidance (515)</u>	<u>\$180 per day</u>	<u>4 times per week</u>
<u>Parent Counseling (520)</u>	<u>\$180 per day</u>	<u>3 times per week</u>
<u>Social Work Services (525)</u>	<u>N/A</u>	<u>N/A</u>
<u>Psychological Services (530)</u>	<u>\$3400</u>	<u>per assessment</u>
<u>Behavior Intervention Services (535)</u>	<u>N/A</u>	<u>N/A</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>N/A</u>	<u>N/A</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>N/A</u>	<u>N/A</u>
<u>Interpreter Services (715)</u>	<u>N/A</u>	<u>N/A</u>
<u>Audiological Services (720)</u>	<u>N/A</u>	<u>N/A</u>

# Coversheet

## OMI Bank Account Activity (May 1, 2024- May 31, 2024)

**Section:** IV. Approval of Consent Items  
**Item:** D. OMI Bank Account Activity (May 1, 2024- May 31, 2024)  
**Purpose:**  
**Submitted by:** Jacque Eischens  
**Related Material:** May Bridge Bank Checking Account Bank Reconciliation.pdf  
Financial Statement through May 31, 2024.pdf  
2024.06.13 Board Report of Checks.pdf

### BACKGROUND:

Staff recommends ratification of payroll and vendor warrants paid between May 1, 2024 – May 31, 2024. Detailed information and supporting documentation are available for review in the Finance Department if needed.

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

### RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the payroll and vendor warrants paid during the time period of May 1, 2024 – May 31, 2024.

**BankRecon01**

**Bank Reconciliation**

**Statement Date 05/31/2024**

**Cash Object 9120**

**Status Posted**

Journal Entry #

Bank Statement Ending Balance	2,383,821.64	Service Charge	0.00
Less: Uncleared Payments	75,969.66	Interest Earned	0.00
Add: Uncleared Deposits	0.00		
Add: Uncleared Other	0.00	Cleared Payments	790,019.15
Adjusted Bank Balance	2,307,851.98	Cleared Deposits	1,065,822.76
System Cash Balance	2,307,851.98	Cleared Other	95,936.87-
Add: Unposted Charges and Interest	0.00		
Revised System Cash Balance	2,307,851.98	Submitted By	A_JACQUE, 06/03/2024
Difference	0.00	Posted By	A_JACQUE, 06/03/2024

**Uncleared Payments**

Issued	Check #	Check Amount	Pay To Name	Vendor ID	Emp ID	Bank Acct
04/28/23	0002690	160.62	ROXANA ROJAS		000364	550MAIN
10/31/23	0003211	5.89	CECILIA FISHER		000060	550MAIN
10/31/23	0003216	5.82	AYODELE MIMS		000012	550MAIN
01/04/24	0003365	1,285.54	EBMUD Payment Center	000065		550MAIN
01/12/24	0003401	400.00	Spectrum Canine LLC	000624		550MAIN
01/12/24	0003402	400.00	Spectrum Canine LLC	000624		550MAIN
02/15/24	0003469	100.00	Alvaro Joab Esquivel	000359		550MAIN
04/15/24	0003605	59.54	Michael Cain		000378	550MAIN
04/18/24	0003644	26.45	Lisa M. Szasz	000423		550MAIN
04/19/24	0003653	1,000.45	Shann Chu	000580		550MAIN
04/26/24	0003665	1,121.00	Angel Island-Tiburon Ferry Inc	000689		550MAIN
04/26/24	0003672	255.00	State-CA- Dept-Parks and Rec	000683		550MAIN
05/03/24	0003693	12,000.00	Oakland Enrolls	000126		550MAIN
05/10/24	0003704	1,885.00	Dominic Cacioppo	000063		550MAIN
05/22/24	0003737	831.78	Timothy Murray	000361		550MAIN
05/28/24	0003739	3,150.00	Mark A Basnage	000535		550MAIN
05/28/24	0003740	6,767.15	PG&E	000134		550MAIN
05/29/24	0003745	176.16	Amazon Capital Services	000207		550MAIN
05/29/24	0003746	250.00	Angel Nguyen	000698		550MAIN
05/29/24	0003747	100.00	Anna Evangelista Garcia	000700		550MAIN
05/29/24	0003748	1,505.61	Blaisdells	000024		550MAIN
05/29/24	0003749	189.44	ECOLAB	000066		550MAIN
05/29/24	0003750	36,967.00	Florence Velasco Cruz Eriksson	000456		550MAIN
05/29/24	0003751	250.00	Gael Lopez	000697		550MAIN
05/29/24	0003752	751.44	Grainger	000085		550MAIN
05/29/24	0003753	250.00	Jian Li	000703		550MAIN

Selection Grouped by Org, Cash Object, Statement Date - Sorted by Item date, Item #, (Org = 550, Cash Object IN ('9120'), Bank Statement Date = 5/31/2024, Uncleared Only? = Yes)





**BankRecon01**

**Bank Reconciliation**

**Statement Date 05/31/2024**

**Cash Object 9120**

Status Posted

Journal Entry #

**Uncleared Payments (continued)**

Issued	Check #	Check Amount	Pay To Name	Vendor ID	Emp ID	Bank Acct
05/29/24	0003754	250.00	Krista Nguyen	000699		550MAIN
05/29/24	0003755	2,000.00	Nikolas Becerra	000705		550MAIN
05/29/24	0003756	100.00	Peter Le	000701		550MAIN
05/29/24	0003757	250.00	Ryan Ton	000702		550MAIN
05/29/24	0003758	2,000.00	Sarah Perez Salcido	000706		550MAIN
05/29/24	0003759	250.00	Florence Velasco Cruz Eriksson	000456		550MAIN
05/31/24	0003741	230.50	ANTHONY MILLER OR California St:	000276		550MAIN
05/31/24	0003742	459.75	GABRIELLE HARMON OR Franchise	000079		550MAIN
05/31/24	0003743	75.00	Alicia Magallanes OR Franchise Tax B:	000079		550MAIN
05/31/24	0003744	460.52	The Advantage Group	000166		550MAIN
		<b>75,969.66</b>				

Selection Grouped by Org, Cash Object, Statement Date - Sorted by Item date, Item #, (Org = 550, Cash Object IN ('9120'), Bank Statement Date = 5/31/2024, Uncleared Only? = Yes)





**BridgeBank**

Bridge Bank, a division of Western Alliance Bank.

Member FDIC.

PO Box 26237 • Las Vegas, NV 89126-0237

Return Service Requested

OAKLAND MILITARY INSTITUTE  
COLLEGE PREPARATORY ACADEMY  
3877 LUSK ST  
OAKLAND CA 94608-3822

Last statement: April 30, 2024  
This statement: May 31, 2024  
Total days in statement period: 31

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XXXXXX7531  
( 0)

Direct inquiries to:  
866-540-0467

Bridge Bank  
1951 Webster Street  
Oakland CA 94612

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**IN MAY BANK WILL ACCEPT REAL TIME PAYMENTS (RTP). RTP CANNOT BE APPLIED TO BANK S LOAN PRODUCTS. RTP IS ONLY AVAILABLE BETWEEN ACCOUNTS IN U.S. TRANSFERS THROUGH RTP WILL GENERALLY BE AVAILABLE IMMEDIATELY UPON RECEIPT OF THE FUNDS 24X7. FUNDS RECEIVED ON/AFTER 8PM PST WILL BE POSTED FOR NEXT BUSINESS DAY. REFER TO SCHEDULE OF FEES FOR PRICING. TO OPT OUT OR FOR MORE INFORMATION CONTACT CLIENT CARE AT (888) 995-2265.**

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## Comm Alliance Analyzed

Account number	XXXXXX7531	Beginning balance	\$2,201,081.87
Low balance	\$2,051,237.08	Total additions	1,065,822.76
Average balance	\$2,301,708.37	Total subtractions	883,082.99
Avg collected balance	\$2,282,872	Ending balance	\$2,383,821.64

### CHECKS

Number	Date	Amount	Number	Date	Amount
3477	05-08	4,200.00	3667 *	05-06	254.00
3569 *	05-13	350.00	3668	05-07	2,100.00
3590 *	05-09	127.00	3669	05-01	8,089.77
3607 *	05-01	459.19	3670	05-01	5,785.54
3608	05-01	75.00	3671	05-20	1,462.50
3628 *	05-14	536.13	3673 *	05-03	1,269.53
3631 *	05-10	1,100.00	3674	05-08	230.50
3634 *	05-01	3,279.23	3675	05-22	459.19
3635	05-07	90.24	3676	05-22	75.00
3643 *	05-28	400.00	3677	05-06	460.52
3645 *	05-15	32,500.00	3678	05-07	2,092.33
3648 *	05-07	250.00	3679	05-07	4,200.00
3662 *	05-02	189.44	3680	05-07	56,936.51

OAKLAND MILITARY INSTITUTE  
May 31, 2024

Number	Date	Amount	Number	Date	Amount
3681	05-08	20,000.00	3712	05-20	224.90
3682	05-09	624.18	3713	05-22	27.61
3683	05-09	2,856.14	3714	05-29	861.04
3684	05-21	340.00	3715	05-28	5,007.44
3685	05-15	1,750.00	3716	05-29	147.27
3686	05-07	38.57	3717	05-22	10,313.10
3687	05-07	38.57	3718	05-23	1,097.36
3688	05-07	38.57	3719	05-29	8,100.00
3689	05-06	55,000.00	3720	05-28	327.71
3690	05-07	321.00	3721	05-22	163.50
3691	05-29	120.00	3722	05-20	1,996.11
3692	05-06	200.43	3723	05-20	397.28
3694 *	05-15	1,000.50	3724	05-30	22.96
3695	05-20	1,751.61	3725	05-21	1,637.21
3696	05-09	536.13	3726	05-29	3,600.00
3697	05-10	3,675.00	3727	05-21	1,631.25
3698	05-20	2,153.60	3728	05-22	266.57
3699	05-20	2,256.72	3729	05-29	200.12
3700	05-15	155.25	3730	05-28	44,324.50
3701	05-13	10,170.00	3731	05-29	6,315.35
3702	05-29	421.36	3732	05-28	753.22
3703	05-15	52.90	3733	05-28	1,098.37
3705 *	05-13	3,450.00	3734	05-28	3,675.00
3706	05-15	400.00	3735	05-29	572.39
3707	05-21	230.50	3736	05-28	501.02
3708	05-30	417.87	3738 *	05-29	12,340.00
3709	05-30	75.00	3760 *	05-31	1,309.59
3710	05-22	460.52	40000222 *	05-01	283.00
3711	05-23	320.38			

\* Skip in check sequence

DEBITS

Date	Description	Subtractions
05-01	' ACH Debit HARLAND CLARKE CHK ORDER 240501	166.16
05-07	' ACH Debit U.S. BANK AUTOPAY 240506	7,106.14
05-10	' ACH Debit TSYS/TRANSFIRST MERCH FEES 240510 39300982758673	229.96
05-13	' ACH Debit WEX INC FLEET DEBI 240513 9100006813306	2,873.03
05-13	' ACH Debit OMIA PAYROLL 240513	168,281.26

OAKLAND MILITARY INSTITUTE  
May 31, 2024

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<b>Date</b>	<b>Description</b>	<b>Subtractions</b>
05-15	' ACH Debit EMPLOYMENT DEVEL EDD EFTPMT 240515 750479712	12,937.47
05-15	' ACH Debit IRS USATAXPYMT 240515 270453681797779	39,152.67
05-16	' ACH Debit CALPERS 3100 100000017474957	35,932.90
05-16	' ACH Debit OMIA FINANCE 240516	93,950.67
05-17	' ACH Debit IRS USATAXPYMT 240517 270453851533121	127.41
05-20	' ACH Debit EMPLOYMENT DEVEL EDD EFTPMT 240520 773517664	34.27
05-28	' ACH Debit OMIA PAYROLL 240528	179,270.76

#### CREDITS

<b>Date</b>	<b>Description</b>	<b>Additions</b>
05-01	Deposit	100.00
05-01	Deposit	100.00
05-01	Deposit	100.00
05-01	Deposit	175.00
05-08	' ACH Credit Charter School APP-04914A 240508 128-C0349 -0050	40,558.00
05-09	' ACH Credit Charter School APP-05032A 240509 129-C0349 -0050	399,315.00
05-13	Deposit	40.00
05-13	Deposit	50.00
05-13	Deposit	90.00
05-13	Deposit	100.00
05-13	Deposit	100.00
05-13	Deposit	100.00
05-17	' ACH Credit Charter School APP-05428D 240517 137-C0349 -0050	932.00
05-17	' ACH Credit Charter School APP-05428C 240517 137-C0349 -0050	3,071.00
05-17	' ACH Credit Charter School APP-05428A 240517 137-C0349 -0050	5,363.00

OAKLAND MILITARY INSTITUTE  
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Date	Description	Additions
05-22	Deposit	10.00
05-22	Deposit	40.00
05-22	Deposit	100.00
05-22	Deposit	205.00
05-22	Deposit	250.00
05-22	Deposit	261.00
05-22	Deposit	300.00
05-22	Deposit	500.00
05-22	Deposit	750.00
05-22	Deposit	2,205.00
05-22	Deposit	4,000.00
05-22	Deposit	17,634.01
05-22	Deposit	37,905.75
05-22	Deposit	154,214.00
05-22	Deposit	368,949.00
05-24	' ACH Credit Charter School APP-05428L 240524 143-C0349 -0050	2,353.00
05-31	Deposit	10.00
05-31	Deposit	12.00
05-31	Deposit	12.00
05-31	Deposit	50.00
05-31	Deposit	100.00
05-31	Deposit	100.00
05-31	Deposit	275.00
05-31	' ACH Credit EL DORADO COUNTY AP PAYMENT 240531	1.00
05-31	' ACH Credit EL DORADO COUNTY AP PAYMENT 240531	25,392.00

**DAILY BALANCES**

Date	Amount	Date	Amount	Date	Amount
04-30	2,201,081.87	05-10	2,459,127.22	05-22	2,626,795.35
05-01	2,183,418.98	05-13	2,274,482.93	05-23	2,625,377.61
05-02	2,183,229.54	05-14	2,273,946.80	05-24	2,627,730.61
05-03	2,181,960.01	05-15	2,185,998.01	05-28	2,392,372.59
05-06	2,126,045.06	05-16	2,056,114.44	05-29	2,359,695.06
05-07	2,052,833.13	05-17	2,065,353.03	05-30	2,359,179.23
05-08	2,068,960.63	05-20	2,055,076.04	05-31	2,383,821.64
05-09	2,464,132.18	05-21	2,051,237.08		

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**OVERDRAFT/RETURN ITEM FEES**

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

***Thank you for banking with Bridge Bank***

**To Reconcile Your Checking Account:**

1. Subtract from your checkbook balance any service charge, fees, preauthorized automatic payments or transfers, withdrawals (including ATM) which have been deducted on this statement.
2. Compare and check off paid checks against your checkbook record. Note: An \* on your statement indicates a break in check sequence.
3. List checks not accounted for in the section marked "Checks Outstanding" and complete the statement of reconciliation.

CHECKS OUTSTANDING						STATEMENT OF RECONCILIATION		
Number	Amount	Number	Amount	Number	Amount	Ending balance from this statement	\$	
						ADD deposits made but not shown on this statement		
						SUB TOTAL		
						SUBTRACT TOTAL CHECKS OUTSTANDING		
TOTAL CHECKS OUTSTANDING						\$	TOTAL Should agree with your checkbook balance	\$

If the total does not agree with your checkbook balance, the difference may be located by (1) checking the addition and subtraction in your checkbook record, (2) making sure each check and deposit was entered correctly in your record, (3) reviewing each step in the balancing procedure.

**IMPORTANT INFORMATION ABOUT REVIEWING YOUR STATEMENT**

You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your Account unless you notify us in writing within certain time limits after the statement and checks are made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement is made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within thirty (30) calendar days after the statement is made available. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within thirty (30) calendar days. If we truncate your checks or provide you with an image of your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Write us at 55 Almaden Blvd, Suite 100, San Jose, CA 95113, telephone us at (408) 423-8500 or E-mail us at [sanjose@bridgebank.com](mailto:sanjose@bridgebank.com) as soon as you think your statement or receipt is wrong or if you need more information about a transfer on this statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. In your letter:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (or 20 business days for a new account), we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

**METHOD USED TO DETERMINE THE BALANCE ON WHICH THE INTEREST CHARGE WILL BE COMPUTED**

**Revolving Lines of Credit-** We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances and fees and subtract any unpaid interest charges and any payments or credits. This gives us the daily balance.

**The Annual Percentage Rate and Daily Periodic Rate may vary.**

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT**

If you think there is an error on your statement, write to us at: Bridge Bank, 55 Almaden Blvd, Suite 100, San Jose, CA 95113

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.

**NOTICE OF FURNISHING NEGATIVE INFORMATION-**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**DIRECT DEPOSITS-**If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (866) 540-0467 to find out if the deposit has been made.



**Fiscal13a**

**Financial Statement**

<b>Fund 62 - Charter Fund</b>		<b>Fiscal Year 2023/24 Through May 2024</b>		
<b>Object</b>	<b>Description</b>	<b>Beginning Balance</b>	<b>Year to Date Activity</b>	<b>Ending Balance</b>
<b>Fund Reconciliation</b>				
<b>Assets</b>				
9120	CASH IN BANK - BRIDGE BANK	4,459,418.20	2,151,566.22-	2,307,851.98
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	CASH IN BANK - CD		1,012,106.04	1,012,106.04
9200	ACCOUNTS RECEIVABLE	1,004,722.19	1,005,940.19-	1,218.00-
9290	DUE FROM GRANTOR GOVERNMENTS	261,801.89	207,980.60-	53,821.29
9330	PREPAID EXPENSES	47,215.52	25,803.93-	21,411.59
9420	LAND IMPROVEMENTS	13,540,883.09		13,540,883.09
9425	ACC DEPREC - LAND IMPROVEMENTS	4,509,832.12-	255,081.83-	4,764,913.95-
9430	BUILDINGS	583,097.94		583,097.94
9435	ACC DEPREC - BUILDINGS	32,278.81-	32,278.81-	64,557.62-
9440	EQUIPMENT	1,552,282.60	307,070.45	1,859,353.05
9445	ACC DEPREC - EQUIPMENT	1,440,336.18-	141,074.61-	1,581,410.79-
	<b>Total Assets</b>	<b>15,473,013.73</b>	<b>2,501,683.25-</b>	<b>12,971,330.48</b>
<b>Liabilities</b>				
9500	ACCOUNTS PAYABLE (CURRENT)	227,829.49	6,431.17-	221,398.32
9590	DUE TO GRANTOR GOVERNMENTS	276,261.32	276,178.83-	82.49
9650	UNEARNED REVENUE	1,665,253.04	1,665,253.04-	
9660	LONG-TERM LIABILITIES	1,210,693.48	56,542.00-	1,154,151.48
	<b>Total Liabilities</b>	<b>3,380,037.33</b>	<b>2,004,405.04-</b>	<b>1,375,632.29</b>
	<b>Calculated Fund Balance</b>	<b>12,092,976.40</b>	<b>497,278.21-</b>	<b>11,595,698.19</b>
<b>Beginning Fund Balance</b>				
9791	BEGINNING FUND BALANCE	12,092,976.40		12,092,976.40
9793	AUDIT ADJUSTMENTS		15,115.40-	15,115.40-
	<b>Total Beginning Fund Balance</b>	<b>12,092,976.40</b>	<b>15,115.40-</b>	<b>12,077,861.00</b>
	<b>Beginning Fund Balance Proof</b>	<b>.00</b>	<b>482,162.81-</b>	<b>482,162.81-</b>
<b>Change in Fund Balance - Excess Revenues ( Expenditures )</b>			<b>(482,162.81)</b>	

**Memo Only - Ending Fund Balance Accounts**

	Adopted	Revised
<b>Reserves</b>		
9720 RESERVE FOR ENCUMBRANCES		592,566.29
<b>Other Designations</b>		
9790 UNRESTRICTED NET POSITION	12,393,592.00	3,338,132.00

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 11, Stmt Option? = B, Zero Amounts? = N, SACS? = Y, Restricted? = Y, Fd = 62)





**Fiscal13a**

**Financial Statement**

<b>Fund 62 - Charter Fund</b>		<b>Fiscal Year 2023/24 Through May 2024</b>				
<b>Description</b>	<b>Adopted Budget</b>	<b>Revised Budget</b>	<b>Encumbrance</b>	<b>Actual</b>	<b>Budget Balance</b>	<b>% of Budget</b>
<b>Memo Only - Ending Fund Balance Accounts (continued)</b>						
		Adopted		Revised		
<b>9796 - 9799</b>						
9796	NET INVESTMENT IN CAP ASSETS			8,710,532.00		

**Fiscal13a**

**Financial Statement**

<b>Fund 62 - Charter Fund</b>		<b>Fiscal Year 2023/24 Through May 2024</b>				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
<b>Revenues, Expenditures, and Changes in Fund Balance</b>						
A. Revenues	10,094,205.00	10,887,247.00		9,468,612.30	1,418,634.70	86.97
B. Expenditures	10,216,251.00	10,917,104.00	592,566.29	9,950,775.11	373,762.60	91.15
C. Subtotal (Revenue LESS Expense)	122,046.00-	29,857.00-		482,162.81-	1,044,872.10	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	122,046.00-	29,857.00-		482,162.81-	1,044,872.10	
F. Fund Balance:						
Beginning Balance (9791)	12,515,638.00	12,093,636.00		12,092,976.40		
Audit Adjustments (9793)		15,115.00-		15,115.40-		
Other Restatements (9795)						
Adjusted Beginning Balance	12,515,638.00	12,078,521.00		12,077,861.00		
G. Calculated Ending Balance	12,393,592.00	12,048,664.00		11,595,698.19		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	12,393,592.00	3,338,132.00				
Other		8,710,532.00		592,566.29		

# Oakland Military Institute, College Preparatory Academy

## Board Report of Checks Board Meeting Date 06/13/2024

### Checks Dated 05/01/2024 through 05/31/2024

Check #	Check Date	Pay to the Order of	Check Amt
VCH-00000070	05/16/2024	Alameda County Office of Education	93,950.67
0003680	05/01/2024	Kaiser Foundation Health Plan	56,936.51
0003689	05/03/2024	Hands-On Technology Education	55,000.00
0003730	05/22/2024	Florence Velasco Cruz Eriksson	44,324.50
0003750	05/29/2024	Florence Velasco Cruz Eriksson	36,967.00
0003681	05/01/2024	schoolAbility, LLC	20,000.00
0003738	05/22/2024	Young, Minney & Corr,LLP	12,340.00
0003693	05/03/2024	Oakland Enrolls	12,000.00
0003717	05/16/2024	CWDL CPAs	10,313.10
0003701	05/09/2024	Zoom Janitorial Service Inc	10,170.00
0003719	05/16/2024	El Paseo Children's Center	8,100.00
VCH-00000072	05/02/2024	U.S. Bank	7,106.14
0003740	05/28/2024	PG&E	6,767.15
0003731	05/22/2024	Goodness Gracious	6,315.35
0003715	05/16/2024	CDW-G	5,007.44
0003679	05/01/2024	Edlio LLC. Collections	4,200.00
0003697	05/03/2024	School Nursing Solutions	3,675.00
0003734	05/22/2024	School Nursing Solutions	3,675.00
0003726	05/17/2024	Hernandez Tree Service	3,600.00
0003705	05/10/2024	Mark A Basnage	3,450.00
0003739	05/28/2024	Mark A Basnage	3,150.00
VCH-00000071	05/13/2024	Wex Bank	2,873.03
0003683	05/01/2024	Waste Management of Alameda County	2,856.14
0003699	05/09/2024	Comcast Business Acct 980528458	2,256.72
0003698	05/09/2024	CDW-G	2,153.60
0003678	05/01/2024	Amazon Capital Services	2,092.33
0003755	05/29/2024	Nikolas Becerra	2,000.00
0003758	05/29/2024	Sarah Perez Salcido	2,000.00
0003722	05/17/2024	Allison H. Silvestri	1,996.11
0003704	05/10/2024	Dominic Cacioppo	1,885.00
0003695	05/03/2024	SafeTight Security LLC	1,751.61
0003685	05/03/2024	CASBO	1,750.00
0003725	05/17/2024	Guzman Building & Construction	1,637.21
0003727	05/17/2024	Marin IT	1,631.25
0003748	05/29/2024	Blaisdells	1,505.61
0003760	05/29/2024	Quadient Leasing USA, Inc	1,309.59
0003733	05/22/2024	Mobile Modular	1,098.37
0003718	05/16/2024	EBMUD Payment Center	1,097.36
0003694	05/03/2024	Rajashanea Everett	1,000.50
0003714	05/16/2024	AT&T	861.04
0003737	05/22/2024	Timothy Murray	831.78
0003732	05/22/2024	Jostens	753.22
0003752	05/29/2024	Grainger	751.44
0003682	05/01/2024	Verizon	624.18
0003735	05/22/2024	SHARP BUSINESS SYSTEMS	572.39
0003696	05/03/2024	San Francisco Elevator Service s	536.13
0003736	05/22/2024	SHARP BUSINESS SYSTEMS	501.02
0003702	05/10/2024	Christopher Lee c/o OMIA	421.36

# Oakland Military Institute, College Preparatory Academy

## Board Report of Checks Board Meeting Date 06/13/2024

### Checks Dated 05/01/2024 through 05/31/2024

Check #	Check Date	Pay to the Order of	Check Amt
0003706	05/10/2024	Michael Luk	400.00
0003723	05/17/2024	Carlos Rodriguez	397.28
0003684	05/03/2024	Bay Island Officials Assoc Attn- Frank Harbin	340.00
0003720	05/16/2024	Home Depot Credit Services	327.71
0003690	05/03/2024	Ismael Robles c/o OMIA	321.00
0003728	05/17/2024	Miyoung Kang	266.57
0003746	05/29/2024	Angel Nguyen	250.00
0003751	05/29/2024	Gael Lopez	250.00
0003753	05/29/2024	Jian Li	250.00
0003754	05/29/2024	Krista Nguyen	250.00
0003757	05/29/2024	Ryan Ton	250.00
0003759	05/29/2024	Florence Velasco Cruz Eriksson	250.00
0003712	05/16/2024	Allison H. Silvestri	224.90
0003692	05/03/2024	Miyoung Kang	200.43
0003729	05/22/2024	Amazon Capital Services	200.12
0003749	05/29/2024	ECOLAB	189.44
0003745	05/29/2024	Amazon Capital Services	176.16
0003721	05/16/2024	Molly Schmidt Consulting Group	163.50
0003700	05/09/2024	The Advantage Group	155.25
0003716	05/16/2024	Christopher Lee c/o OMIA	147.27
0003691	05/03/2024	Julia Kane	120.00
0003747	05/29/2024	Anna Evangelista Garcia	100.00
0003756	05/29/2024	Peter Le	100.00
0003703	05/10/2024	Colleen Linda Hilker	52.90
0003686	05/03/2024	City of Oakland Alarm Program	38.57
0003687	05/03/2024	City of Oakland Alarm Program	38.57
0003688	05/03/2024	City of Oakland Alarm Program	38.57
0003713	05/16/2024	Amazon Capital Services	27.61
0003724	05/17/2024	Colleen Linda Hilker	22.96
<b>TOTAL (77 Checks)</b>			<b>451,343.66</b>

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

### May 2024 Payroll

#### GROSS EARNINGS

Base Pay	\$ 388,058
Addon Pay	\$ 43,318
Substitutes	\$ 63,148
	<b>\$ 494,524</b>

#### CONTRIBUTIONS

State & Federal Taxes	\$ 21,413
PERS	\$ 30,724
STRS	\$ 64,627
Health & Welfare	\$ 62,730
Other	\$ 384
<b>CONTRIB. TOTAL</b>	<b>\$ 179,879</b>

#### SUMMARY

Gross Earnings	\$ 494,524
Contributions	\$ 179,879
<b>TOTAL</b>	<b>\$ 674,403</b>

## Oakland Military Institute, College Preparatory Academy

### U.S. Bank Credit Card

#### Statement Detail

Credit Card Statement Date: 04/27/2024		
Check Date	Pay To Name	Payment Amt
<b>Check #: VCH-0000072</b>		
5/2/2024	Blue Goose Graphics	199.00
5/2/2024	Calendly LLC	15.00
5/2/2024	Chick Fil A	315.04
5/2/2024	Chick Fil A	315.04
5/2/2024	Civicorps	1,009.80
5/2/2024	Costco Warehouse	328.41
5/2/2024	Costco Warehouse	23.36
5/2/2024	Costco Warehouse	53.61
5/2/2024	Federal Express	23.65
5/2/2024	First Choice Autorepair	327.00
5/2/2024	Indeed	202.00
5/2/2024	McDonald's	4.54
5/2/2024	San Francisco BART	245.60
5/2/2024	Subway	529.55
5/2/2024	Subway	119.84
5/2/2024	Sweetwater Sound, LLC	154.13
5/2/2024	Target	834.60
5/2/2024	Tire Sales & Service	750.00
5/2/2024	TP Apparel LLC	113.69
5/2/2024	US Foods Chef's Store	885.59
5/2/2024	Verizon	248.90
5/2/2024	VONS	34.95
5/2/2024	Webstaurant Store	222.84
5/2/2024	Young, Minney & Corr,LLP	75.00
5/2/2024	Young, Minney & Corr,LLP	75.00
<b>TOTAL U.S. BANK STATEMENT 04/27/2024</b>		<b>7,106.14</b>

# Coversheet

## Job Description: Director of Information Technology and Grant Development + Salary Schedule

**Section:** IV. Approval of Consent Items  
**Item:** E. Job Description: Director of Information Technology and Grant Development + Salary Schedule  
**Purpose:**  
**Submitted by:** Kathryn Wong  
**Related Material:** Director of Information Technology and Grant Development.pdf  
OMI Classified and Certificated Mgt. Salary Schedule 06-13-2024.pdf

### BACKGROUND:

This person would be responsible for Technology Management, Grant writing and management, and College and Career Pathway Coordinator.

### Technology management

- Lead technology staff team, providing training and upskilling opportunities for team members.
- Oversee annual and long-term technology budgeting, making recommendations to CFO, school leadership, and Board of Directors. Manage purchasing of budgeted items. Lead and finalize inventory system for technology devices and software contracts.
- With the technology staff team, make recommendations for the technology program at the school, including software, hardware, professional development and policies.
- Continue to oversee documentation, ensure that tech staff is maintaining current documentation.
- Train staff and faculty on the use and operation of devices and applications.
- Helping as needed find support staff, interns, for the school's technology team.
- Make recommendations for the wifi replacement project (expected in 2025-2026 school year).

### Grant Management:

- Pursue grant funding aligned with the mission and capacities of the school, including dual enrollment, career technical education, and technology grants. These may include Golden State Pathway Program funds, CTE Incentive Grants, K12 Strong Workforce Program funds, eRate funding, and others. Pursue in-kind grants and donations to support dual enrollment, CTE, technology programs, and other aligned school programs.
- Maintain record for all grants in the portfolio, and ensure the school is prepared for documentation requirements and reports.

### College and Career Pathway Coordinator

- Under the direction of the Superintendent, develop and maintain defined expectations regarding College and Career Pathways across OMI's grade 6-12 program.
- Foster strong relationships between internal and external stakeholders, including community college and higher education partners, and representatives from industry.
- Create a vision for a CTE/ career pathway program that is sustainable by OMI.
- Coordinate professional learning opportunities in this domain.

- Lead grant-funded pathway development in any awarded Golden State Pathway Program grants, including a potential computer science implementation grant and a data + climate planning grant.

RECOMMENDATION:

The staff recommends that OMI have a full-time director of information technology and grant development.





## **OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY**

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

### **Job Description: Director of Information Technology (IT) and Grant Development**

Classified: Exempt

Work Year - 260 Days

#### SUMMARY DEFINITION

Under the direction of the Superintendent and Chief Financial Officer, this position performs analytical, highly complex tasks in support of the Oakland Military Institute – College Preparatory Academy (OMI) technology functions; provides leadership and direction to users and maintenance to various OMI systems hardware and software applications; provides leadership and direction regarding instructional or business system applications; and assists in the creation of end-user computing policies, procedures, and standards.

#### ESSENTIAL DUTIES/ RESPONSIBILITIES

##### **Information Technology Management**

- Lead technology staff team, providing training and upskilling opportunities for team members.
- Oversee annual and long-term technology budgeting, making recommendations to CFO, school leadership, and Board of Directors. Manage purchasing of budgeted items. Lead and finalize inventory system for technology devices and software contracts.
- With the technology staff team, make recommendations for the technology program at the school, including software, hardware, professional development and policies.
- Continue to oversee documentation, ensure that tech staff is maintaining current documentation.
- Train staff and faculty on the use and operation of devices and applications.
- Helping as needed find support staff, interns, for the school's technology team.
- Make recommendations for the wifi replacement project (expected in 2025-2026 school year).
- Provide hardware engineering expertise to analyze complex hardware systems, hardware design, architecture, and other technical hardware issues to ensure that problems have been properly identified and solutions will satisfy the users' requirements.
- Proactively address technology issues in OMI departments.
- Assist in the creation of end-user computing policies, procedures and standards that ensure overall conformance with OMI's objectives.
- Attend professional development activities for school staff.
- Assist with creating, validating, testing, and managing student and staff device images and configurations.



## **OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY**

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- Provide hands-on technical support, installations, diagnostics, and troubleshooting of computing devices and related peripherals for all aspects of OMI end users' needs.
- Research and provide expertise on integration of third party software and tools for all OMI computing devices.
- Assist with setup and support for state testing sessions at school sites as needed.
- Maintain and update technical skills as provided by OMI and embrace self-directed learning to provide value to the organization and team.
- Operate in high stress/demand environments to provide real-time remote support to urgent requests from users across OMI.
- Actively participate in Technology Services meetings for information sharing and training.
- Attend professional development workshops, training sessions, and professional association meetings and conferences related to information technology to stay current with state-of-the-art methods and practices.
- Participate in central technology summer upgrades consistent with employment duties.
- Perform other related duties as assigned.

### **Grant Development**

- Pursue grant funding aligned with the mission and capacities of the school, including dual enrollment, career technical education, and technology grants. These may include Golden State Pathway Program funds, CTE Incentive Grants, K12 Strong Workforce Program funds, eRate funding, and others. Pursue in-kind grants and donations to support dual enrollment, CTE, technology programs, and other aligned school programs.
- Maintain record for all grants in the portfolio, and ensure the school is prepared for documentation requirements, tracking, and reports.
- Under the direction of the Superintendent, develop and maintain defined expectations regarding College and Career Pathways across OMI's grade 6-12 program.
- Foster strong relationships between internal and external stakeholders, including community college and higher education partners, and representatives from industry.
- Create a vision for a CTE/ career pathway program that is sustainable by OMI.
- Attend professional development workshops, training sessions, and professional association meetings and conferences related to information technology to stay current with state-of-the-art methods and practices.
- Coordinate professional learning opportunities in this domain.
- Lead grant-funded pathway development in any awarded Golden State Pathway Program grants, including computer science implementation grant and a data + climate planning grant.



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### QUALIFICATIONS

The Oakland Military Institute – College Preparatory Academy (OMI) determines whether a candidate is qualified based on fulfillment of prerequisites, relevant work experience, ability to perform the essential functions, reference checks, effective interpersonal and communication skills demonstrated by interview performance and/or writing samples, and achievement on performance-based assessments (if applicable) that demonstrate the candidate possesses the requisite knowledge, skills and abilities. Meeting the prerequisites only satisfies the initial screening process and does not indicate the candidate is qualified to perform the essential functions of the position.

#### **Knowledge of:**

- Troubleshooting devices such as computers, printers, tablets, networks, and smartphones; skilled at determining troubleshooting strategies and resources.
- Configuring and setting up PC, Mac, iOS, and Chromebook devices.
- Working and troubleshooting in Windows, MacOS, iOS, and Chromebook environments.
- Microsoft OS deployment technologies in a wide area network.
- Apple deployment technologies such as Apple School Manager, device enrollment program, and volume purchasing program.
- Understanding of current Microsoft, Apple, and Chrome operating systems and user-impacting changes among versions.
- Various application suites for the Windows and Macintosh environments including web access and use applications.
- Networking: TCP/IP, network printing, wireless and industry terminology to accurately capture information.
- Capabilities and limitations of computing hardware, operating systems and applications.
- Operating and security requirements of technology equipment for computers, tablets, smartphones, and other technological equipment.
- Record-keeping and diagnostic techniques.
- Inventory methods and practices.

#### **Ability to:**

- Work in Google Drive and Gmail.
- Use and troubleshoot MS Office, Adobe, Chrome, virus protection, educational, and various other software applications used at OMI.
- Use and troubleshoot hardware and software to support devices in a corporate environment.
- Be highly detail-oriented.



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- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Understand the change process and effective approaches to facilitating change.
- Accurately maintain records and prepare reports related to assigned activities.
- Provide input to creative solutions to technology despite minimal resources.
- Establish and maintain effective working relationships among diverse groups of OMI staff and the community across race, ethnicity, religion, gender, class, and sexuality.
- Understand and follow oral and written directions.
- Organize resources, establish priorities, and meet timelines.
- Work in high stress/demand environments and handle urgent requests.
- Work confidentially and with discretion.
- Correspond professionally and promptly with OMI co-workers and management verbally and in writing.
- Actively participate in meetings.

### EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and skill is qualifying. A typical way to obtain the required knowledge and skill would be:

Experience: Any combination of education, training and/or experience equivalent to an associate's degree in computer sciences, information systems or technical training/equivalent work experience or other professional technical qualifications and four years of experience troubleshooting hardware and software in a multiuser, multi-OS environment.

Education: Master's degree in computer sciences, information systems or technical training.

A minimum of two of the following professional certifications or equivalent required: A+, N+, CWNA, ACMT, BICSI ITS Technician, HP Technical Certification experience (including certificated experience) may be substituted for certification at the discretion of the Superintendent.

### OTHER REQUIREMENTS

Physical Requirements: Consistent mental alertness; sitting or standing for extended periods of time; lifting, carrying, pushing, and pulling objects up to 30 pounds, occasionally 30+ pounds; bending and twisting at the waist; reaching overhead, above the shoulders and horizontally; dexterity of both hands and fingers while performing duties; seeing to read, write and use the computer; hearing and speaking to exchange information in person or on the telephone and to make presentations.



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Personal Qualities: Appearance, grooming and personality that establish a desirable example for students.

*Oakland Military Institute – College Preparatory Academy is an Equal Opportunity Employer. We do not discriminate on the basis of race, color, gender, handicap, age, religion, sexual orientation, or national or ethnic origin. We actively strive to build a diverse and experienced team of educators. Reasonable accommodations are made under the Americans with Disabilities Act as required by law.*

**24-25 OMI Classified Mgt Salary Schedule**

<b>CLASSIFIED</b>	<b>Contracted Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>NON-EXEMPT</b>						
Tutors	185	\$ 19.95	\$ 21.00	\$ 22.05	\$ 23.10	\$ 24.15
		\$ 29,526.00	\$ 31,080.00	\$ 32,634.00	\$ 34,188.00	\$ 35,742.00
Custodial Technician	260	\$ 22.82	\$ 23.53	\$ 24.26	\$ 24.98	\$ 25.73
		\$ 47,468.78	\$ 48,936.89	\$ 50,450.40	\$ 51,963.91	\$ 53,522.83
Special Education Aide /Bilingual EL Aide/After-School Aides	185	\$ 22.82	\$ 23.53	\$ 24.26	\$ 24.98	\$ 25.73
		\$ 33,775.86	\$ 34,820.48	\$ 35,897.40	\$ 36,974.32	\$ 38,083.55
Administrative Assistant/Attendance	185/220	\$ 27.67	\$ 28.53	\$ 29.41	\$ 30.29	\$ 31.20
	220	\$ 48,702.90	\$ 50,209.17	\$ 51,762.04	\$ 53,314.90	\$ 54,914.34
	185	\$ 40,954.71	\$ 42,221.35	\$ 43,527.17	\$ 44,832.98	\$ 46,177.97
Cafeteria Aide	185/220	\$ 27.67	\$ 28.53	\$ 29.41	\$ 30.29	\$ 31.20
	220	\$ 48,702.90	\$ 50,209.17	\$ 51,762.04	\$ 53,314.90	\$ 54,914.34
	185	\$ 40,954.71	\$ 42,221.35	\$ 43,527.17	\$ 44,832.98	\$ 46,177.97
Office Manager/Registrar	220/260	\$ 31.17	\$ 32.13	\$ 33.13	\$ 34.13	\$ 35.14
	260	\$ 64,833.60	\$ 66,830.40	\$ 68,910.40	\$ 70,990.40	\$ 73,091.20
	220	\$ 54,859.20	\$ 56,548.80	\$ 58,308.80	\$ 60,068.80	\$ 61,846.40
Campus Monitor	185/220	\$ 28.04	\$ 28.91	\$ 29.80	\$ 30.69	\$ 31.62
	220	\$ 49,341.60	\$ 50,875.44	\$ 52,446.24	\$ 54,017.04	\$ 55,643.28
	185	\$ 41,491.80	\$ 42,781.62	\$ 44,102.52	\$ 45,423.42	\$ 46,790.94
Facilities Technician	260	\$ 31.17	\$ 32.13	\$ 33.13	\$ 34.13	\$ 35.14
		\$ 64,842.96	\$ 66,830.40	\$ 68,905.20	\$ 70,980.00	\$ 73,098.48
Executive Assistant to the Superintendent	260	\$ 33.15	\$ 34.18	\$ 35.21	\$ 36.26	\$ 37.40
		\$ 68,948.88	\$ 71,089.20	\$ 73,229.52	\$ 75,413.52	\$ 77,794.08
Business Technician	260	\$ 33.15	\$ 34.18	\$ 35.21	\$ 36.26	\$ 37.40
		\$ 68,948.88	\$ 71,089.20	\$ 73,229.52	\$ 75,413.52	\$ 77,794.08
Information Technology (IT) Technician/ Data Technician	220/260	\$ 33.15	\$ 34.18	\$ 35.21	\$ 36.26	\$ 37.40
	260	\$ 68,948.88	\$ 71,089.20	\$ 73,229.52	\$ 75,413.52	\$ 77,794.08
	220	\$ 58,341.36	\$ 60,152.40	\$ 61,963.44	\$ 63,811.44	\$ 65,825.76
<b>EXEMPT</b>						
After-School and Community Engagement Manager	260	\$ 77,801	\$ 80,207	\$ 82,688	\$ 85,168	\$ 87,723
Facilities Manager	260	\$ 77,801	\$ 80,207	\$ 82,688	\$ 85,168	\$ 87,723
Human Resources Manager	260	\$ 77,801	\$ 80,207	\$ 82,688	\$ 85,168	\$ 87,723
Information Technology (IT) Manager	260	\$ 84,025	\$ 86,623	\$ 89,303	\$ 91,982	\$ 94,741
Student Data Manager/Registrar	260	\$ 77,801	\$ 80,207	\$ 82,688	\$ 85,168	\$ 87,723
Social/Emotional Therapist	185	\$ 85,062	\$ 87,693	\$ 90,405	\$ 93,117	\$ 95,911
Director of Information Technology (IT) and Grant Development	260	\$ 141,525	\$ 145,902	\$ 150,415	\$ 155,067	\$ 159,863
<b>CERTIFICATED</b>						
	<b>Contracted Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Director of Teaching & Learning	220	\$ 131,765	\$ 135,840	\$ 140,041	\$ 144,372	\$ 148,838
Director of Student Services and Special Programs	220	\$ 131,765	\$ 135,840	\$ 140,041	\$ 144,372	\$ 148,838
Student Services Coordinator	220	\$ 103,499	\$ 106,700	\$ 110,000	\$ 113,300	\$ 116,699
Instructional Coach	220	\$ 101,660	\$ 104,804	\$ 108,045	\$ 111,286	\$ 114,625
Psychologist/Speech & Language Therapist	205	\$ 91,541	\$ 96,359	\$ 101,430	\$ 106,502	\$ 111,827
Counselor/Special Education Counselor	220	\$ 85,062	\$ 87,693	\$ 90,405	\$ 93,117	\$ 95,911

One stipend authorized annually	Masters Degree	\$ 500
	Doctorate Degree	\$ 1,000

Additional Stipend annually	CACC Member	1000
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Longevity Annual Stipend-based on consecutive years of service with OMI	
5 YOS	\$500
10 YOS	\$1,000
15 YOS	\$2,000
20 YOS	\$3,000
25 YOS	\$4,000
30 YOS	\$5,000

**Board Approved**

# Coversheet

## Restricted Fund Plans/Prop 28 Annual Report

**Section:** VI. Information/Discussion Items  
**Item:** A. Restricted Fund Plans/Prop 28 Annual Report  
**Purpose:**  
**Submitted by:** Jacque Eischens  
**Related Material:** Prop 28 AnnualReport.pdf

### BACKGROUND:

Prop 28 is annually required to be approved. This is how OMI is spending art and music funding. See attachment for funding breakdown.

# Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-24

Name: Oakland Military Institute, College Preparatory Academy

CDS Code: 01-61259-0130617

Charter School Number: 349

Allocation Year: 2023-24

**1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).**

With the Prop 28 funds, we were able to expand our Art and music offerings. We added an art elective for high needs 6th graders who benefitted from a creative outlet in a therapeutic setting. We also used Prop 28 funds to expand access to music at the middle school level by adding two more elective music sections for 7th and 8th grade students. The focus on middle school is designed to help grow our high school arts and music programs.

**2. Number of full-time equivalent teachers (certificated).** 0.6

**3. Number of full-time equivalent personnel (classified).** 0.0

**4. Number of full-time equivalent teaching aides.** 0.0

**5. Number of students served.** 68

**6. Number of school sites providing arts education.** 1

**Date of Approval by Governing Board/Body** 6/13/2024 12:00:00 AM

**Annual Report Data URL**

<https://www.oakmil.org/apps/pages/accountability>

**Submission Date** 6/3/2024 7:45:46 AM



# Coversheet

## Capital Repair - Required Backflow Prevention Repair Project

**Section:** VI. Information/Discussion Items  
**Item:** B. Capital Repair - Required Backflow Prevention Repair Project  
**Purpose:**  
**Submitted by:**  
**Related Material:** Estimate for Back flow valve and permits.pdf

### BACKGROUND:

Cost of permitting and repairs increased in scope upon initial inspection. This project is not a repair, it is an initial installation. This is required by EBMUD (East Bay Municipal Utility District)



**From:**

CHRONOS AUTOMATIC  
FIRE PROTECTION INC

Tel: (619) 633-8480

Email:

manuel.v51@yahoo.com

Address: P.O. Box 5052

95650, Oakland, CA,

94621

CA Contractor's Lic#:

1098036

Oakland Academy Institute

# REPLACE EXISTING 2" STEEL PIPE & ADD NEW 2" BACKFLOW PREVENTER

#0000578

**Amount:**

\$24,280.32

**Date of Issue:**

5/30/2024

**Expiration Date:**

6/22/2024

Item	Rate (excl. tax)	Quantity	Tax	Total
<p>2LF 009QT BACKFLOW W/FS WATTS                      Replace approx. 30ft.of steel pipe &amp; install a new backflow preventer to existing water services main line.                      *NEW 2LF 009QT RED PRESS W/FS WATTS" above Ground.</p> <p>****INCLUDED ****                      *Installation *As-builds *Inspections (1)HYDRO (1)ROUGH (1)FLUSH (FINAL).                      Material (soil-sand-base rock) .RENTAL EQUIPMENT</p> <p>***NOTE***                      ENCROACHMENT PERMITS REQUIREMENT BEFORE STARTING ANY TYPE OF WORK * (WATER-CITY-FIRE-PERMITS FEES) NOT INCLUDED *NO LANDSCAPING WORK/ Re-work, NOT INCLUDED</p>				
	\$6,000.00	1	Oakland Sale Tax (10.25%)	\$6,000.00
PACE SUPPLY PARTS Quote #2002926	\$6,038.27	1		\$6,038.27

Item	Rate (excl. tax)	Quantity	Tax	Total
<b>SIDEWALK</b> Demo and Repair sidewalk (Approx. 4.0 Ft. X 12.0 Ft. X 0.4" Inches Concrete)	<b>\$1,350.00</b>	1	Oakland Sale Tax (10.25%)	\$1,350.00
<b>PLUMBING PERMIT</b> Building Plumbing Permit	<b>\$2,000.00</b>	1	Oakland Sale Tax (10.25%)	\$2,000.00
<b>NEW MINOR ENCROACHMENT</b> Permit Fee	<b>\$2,130.91</b>	1		\$2,130.91
<b>NEW MAJOR ENCROACHMENT</b> Permit Fee	<b>\$5,801.76</b>	1		\$5,801.76
<b>LAST 3 ITEMS UP TO CITY INSPECTOR DISCRETION</b> Credit will be reimbursed to customer if fees are less than expected.	<b>\$1.00</b>	1		\$1.00

Subtotal	<b>\$23,321.94</b>
Oakland Sale Tax (10.25%)	<b>\$958.38</b>
<b>Total</b>	<b>\$24,280.32</b>

**Notes:**

\*CANCELTION 48HRS NOTICE.\*STARTING ANY FACE OF THIS PROJCT. 10% WILL BE RETAINED UP TO EQUAL PORCENTAGE IN TO YOUR PROJECT PROGRESS. Administrative and professional fees WILL BE PAY %100. Upon ACCEPTANCE AND ACKNOWLEDGE OF THIS AGREEMENT (Contract)20% DEPOSIT DUE.After materials arrived at the job site and started installation 50% more. After completing the installation PASS ROUGH INSPECTIONS 90%. After FINAL INSPECTIONS the remaining balance of 10% must be remitted within 5 days.

\*MECHANICAL LIEN WILL BE PERFORMED WITH THE COUNTY RECORDED RECORDS, ESTABLISHING THE AMOUNT OF WORK AND SERVICES PROVIDE BY CHRONOS AUTOMATIC FIRE PROTECTION INC. TO THIS PROPERTY (PROJECT).IF PAYMENT NOT RECEIVED IN FULL BY THIS AGREEMENT.

\*PLANS,ENGINEERING,DESIGN, CITY-WATER-FIRE DEPARTMENT PERMITS OR FEES NOT INCLUDED.

\*REPAIRS WILL BE PAY 100% ,SOON WORK IS COMPLETE.

\*CHRONOS AUTOMATIC FIRE PROTECTION INC. IS NOT RESPONSIBLE FOR INTEGRITY OF THIS SYSTEMS IF FAIL DURING TESTING. PARTS,MATERIALS, OR EQUIPMENT IF NEEDED WILL BE CHANGED TO CUSTOMERS AS WELL OUR LABOR \*UNION (483)FOREMAN RATE\*TO ANY EMPLOYEE (SPRINKLER FITTER)AT THIS PROJCT.

\*EXCLUSIONS PAINTING, PACHING, DRYWALL-SHEETROCK, PIPE INSULATION, ELECTRICAL WORK, ANY CITY-FIRE-WATER DEPARTMENT FEES, UNDERGROUND LINES, BACKFLOW PREVENTER, WATER METER.

**Terms & Conditions:**

This estimate is not guaranteed. The price named above is an approximation based on the project requirements defined in conjunction with [client/customer]. The actual cost may change after all elements of the project are negotiated and finalized. Customer will be notified of any such changes in cost in advance. This estimate remains valid for 30 days

**Accepted on:** \_\_\_\_\_

**Accepted by:** \_\_\_\_\_

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

# Coversheet

## Course Catalog

**Section:** VI. Information/Discussion Items  
**Item:** C. Course Catalog  
**Purpose:**  
**Submitted by:** Shawna Lipsey  
**Related Material:** OMI Course Catalog 2024-2025 Draft (1).pdf

### BACKGROUND:

The OMI 2024-2025 Course Catalog reflects new courses to support both our struggling cadets in Math and English (Reading and Writing) and our excelling cadets on track to earn the coveted Governor's Baccalaureate Diploma or OMI Advantage Pathway.

## OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY COURSE CATALOG 2024-2025

Dear OMI Cadets and Families,

The faculty and staff at Oakland Military Institute College Preparatory Academy (OMI) believe in the success of each and every cadet. We will do everything we can to support the academic success and personal growth of all our cadets. Our goal is for cadets to graduate “College and Career” ready. You hold the keys that will open the doors to the fulfillment of your individual academic achievements and educational growth.

The introductory pages of the course catalog outline OMI graduation requirements and site enrollment requirements. Also included is information about college entrance requirements. Course offerings are listed by department. It is intended that families review this catalog together making informed decisions about an educational program that will interest and challenge a cadet’s intellect. Cadets should be encouraged to select an academically rigorous program in order to develop their full potential. We hope that cadets will find time in their schedule to become involved in athletics and/or other co-curricular programs, which can be a very enriching part of a well-rounded educational experience.

### GRADUATION REQUIREMENTS

Cadets shall receive diplomas of graduation from high school only after completing the prescribed course of study and meeting the standards of proficiency established by the OMI board of directors. The prescribed course of study for cadets shall include (Ed Code 51225.3):

Subject Area		Credits Needed
History / Social Science	World History	10
	US History	10
	American Government	5
	Economics	5
English	English	40
Mathematics	Mathematics	30
Laboratory Science	Biology	10
	Physical Science	10
	3rd Year of Science*	10
Language other than English	World Language	20
Visual and Performing Art	Visual and Performing Art	10
College Preparatory Electives	Military Science / PE Student Leaders / PE	40
	Electives*	20
Total Credits Required:		220

\* Third year (10 credits) of science required for the class of 2026 and beyond (reduction of Elective credits)

Additional Requirements:

- Earn 220 units. For each class passed with a grade of “C” or better the cadet will receive 5 units of credits. To meet the minimum college entrance requirements, cadets must pass all classes with a “C” or better.

### UC/CSU College Entrance Requirements “a-g”

“a”	History/Social Science	3 yrs. required
“b”	English	4 yrs. required
“c”	Mathematics	3 yrs. required, 4 recommended
“d”	Laboratory Science	2 yrs. required (in biology, chemistry and/or physics), 3 recommended
“e”	Language other than English	2 yrs. required, 3 years recommended
“f”	Visual and Performing Arts	1 full year of the same class
“g”	College Preparatory Electives	1 year required

**Honors Courses:** Oakland Military Institute College Preparatory Academy assigns extra grade points as follows for up to four units of certified honors level work: A = 5 points, B = 4 points, C = 3 points, D = 1. Cadets can see their counselor for details.

**D and F Grades:** D and F grades in CSU/UC “a-g” courses are required to be repeated as **full “a-g” completion is a graduation requirement at OMI.** Cadets must consult with their counselor to determine remediation options.

### EARLY COLLEGE PATHWAYS The OMI Advantage Pathway\*\*

The Headstart Pathway introduces cadets to college-level courses, which places them a semester ahead of their peers as college freshmen, earning them high school institutional recognition and increased scholarship opportunities.

Coursework to be completed in the following areas:

Area One: Natural Science

Area Two: Social and Behavioral Science

Area Three: Humanities

Area Four: English and/or Math

Area Five: Ethnic Studies

### Governor’s Baccalaureate Diploma Pathway\*\*

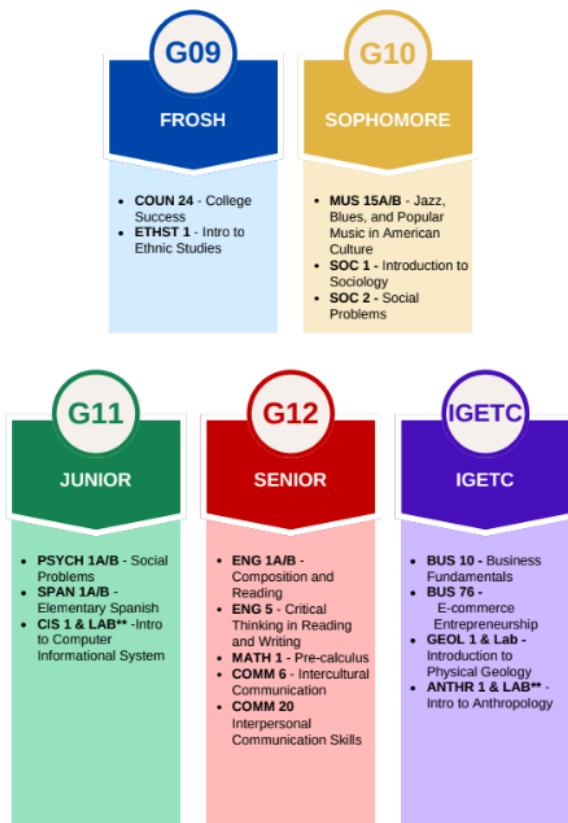
The elite Governor’s Baccalaureate Diploma Pathway is offered through OMI’s partnership with Peralta Community College. Cadets who participate in this program can earn high school and college-level credits at the same time!

Governor’s Baccalaureate Diploma graduates will:

- ★ Earn a more competitive GPA for college admissions
- ★ Graduate high school with two years worth of college credits
- ★ Save thousands of dollars on higher education

See recommended pathway below.

## Course Recommendations by Requirement Area



\*\*Coursework can be completed via dual or concurrent enrollment unless otherwise noted with Pathway Coordinator approval.

## CADET SERVICES

### COUNSELORS

Our counseling team is dedicated to cadet success. Our counselors provide comprehensive academic and mental health support, while recognizing the individual needs of cadets within a diverse population. Counselors work with cadets in assessing, planning, and achieving their immediate and long-term goals as well as assisting cadets in developing self knowledge, self-esteem, and self-confidence to enhance cadet learning and success. Cadets are encouraged to visit their school’s Cadet Services/Counseling web page for college and career planning.

### ENGLISH LEARNER SERVICES

The English Learner Program provides services for cadets who do not speak English as their primary language and whose scores on a language test qualify them for the program. We offer three (3) levels of English Language Development (ELD) and additional instructional support in core academic areas.

### REPORT CARDS/ GRADING SYSTEM

Report cards are available to the cadet six times a year at the close of each six-week grading period. Progress reports are given to cadets twice mid-way through the Fall and Spring semesters.

A	=	Superior achievement
B	=	Above average achievement
C	=	Average
D	=	Below average achievement
F	=	Failure to achieve minimum requirement
I	=	Incomplete*
W	=	Withdrawal from course.

\* “I” grades will be converted to “F” if the Teacher Initiated Grade Change Form is not completed and submitted to the Registrar within 6 weeks from the end of the grading period.

### ADD, DROP, AND WITHDRAWAL POLICY

OMI Course add and/or drop requests must be received by the counseling office no later than the third day of the semester.

Peralta College course drops or withdrawals are not an automatic process. It is the responsibility of the cadet to work with their Counselor to drop the class(es) that they are not attending. Failure to drop may result in the student owing tuition and fees, receiving substandard grades, and losing eligibility for financial aid.

### MID-YEAR GRADUATION REQUIREMENTS

Students who wish to graduate before the completion of eight semesters must request permission for mid-year graduation from their Academic Counselor, the Director of Student Services, and their parents. In addition, they must complete the mid-year graduation process. To be considered for mid-year graduation, a cadet must be within thirty-five (30) credits of the required two hundred twenty (220) credits at the beginning of his/her last semester. Other requirements apply - Please see your counselor for assistance with this process.

### CADET HEALTH

Cadet health helps to protect and improve the health of cadets, thus aiding their growth and development and enabling them to benefit fully from school experiences. Record of immunizations as required by California law must be presented at the time of cadet enrollment. In the event of illness, parents/guardians are notified before a cadet is sent home. If an accident or emergency exists and a parent/guardian cannot be reached, local municipal emergency services are contacted. A doctor's permission slip may be requested for a cadet to be readmitted to school. The goal is to develop in each cadet a sense of responsibility for his or her own health and an understanding of the principles upon which good health is based.

### ATHLETIC PROGRAM AND ELIGIBILITY

The athletic program provides cadets with opportunities in high school athletics and for participation in

competitive sports. It also encourages good scholastic standing and the completion of high school. To be eligible to participate in the program, a cadet must receive an unweighted 2.0 grade point average on the previous grading period and complete 20 credits. By rule of California Interscholastic Federation (C.I.F.), a player is limited to eight semesters of eligibility and shall not participate in interscholastic activities after he/she has reached his/her 19th birthday prior to June 15. At the present time, many graduates enjoy the benefits of athletic scholarships earned on the basis of their participation in the high school athletic program. In order to participate in the college athletics program, cadets must clear through the NCAA Eligibility center.

The following sports are highly organized, competitive activities for the participant who has a degree of athletic ability. In addition to developing athletic skills, fitness, and health, this program teaches cadet-athletes to value fair play and cooperation, and fosters a positive self-image and sense of self-worth.

Fall Season: Cross Country (co-ed), Boys Soccer, Girls Volleyball.

Winter Season: Boys Basketball, Girls Basketball.

Spring Season: Girls Soccer, Track & Field (co-ed), Boys Volleyball



# Courses

["a" History/Social Science](#)

["b" English](#)

["c" Mathematics](#)

["d" Laboratory Science](#)

["e" Language Other Than English \(LOTE\)](#)

["f" Visual and Performing Arts \(VPA\)](#)

["g" College Preparatory Electives](#)

[Dual Enrollment](#)

**"a" History/Social Science  
(3 years required)**

**Social Studies 6  
MSD11Y**

Grades: 6  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

This year-long course is a study of ancient world history and geography. Cadets study the development of world civilizations in the Eastern Hemisphere, beginning with Early Humankind and the Neolithic Revolution through the development of the first major civilizations.

**Social Studies 7  
MSD12Y**

Grades: 7  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

This year-long course is a study of the social, cultural, technological changes that occurred in Europe, Africa, and Asia in the years A.D. 500-1789. After reviewing the ancient world and the ways in which archaeologists and historians uncover the past, cadets study the history and geography of great civilizations that were developing concurrently throughout the world during medieval and early modern times. They examine the growing economic interaction among civilizations as well as the exchange of ideas, beliefs, technologies, and commodities. They learn about the resulting growth of Enlightenment philosophy and the new examination of the concepts of reason and authority, the natural rights of human beings and the divine right of kings, experimentalism in science, and the dogma of belief. Finally, cadets assess the political forces let loose by the Enlightenment, particularly the rise of democratic ideas, and they learn about the continuing influence of these ideas in the world today.

**Social Studies 8  
MSD13Y**

Grades: 8  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

This year-long course is a study of the ideas, issues, and events from the framing of the Constitution up to World War I, with an emphasis on America's role in the war. After reviewing the development of America's democratic institutions founded on the Judeo-Christian heritage and English parliamentary traditions, particularly the shaping of the Constitution, cadets trace the development of American politics, society, culture, and economy and relate them to the emergence of major regional differences. They learn about the challenges facing the new nation, with an emphasis on the causes, course, and consequences of the Civil War. Cadets make connections between the rise of industrialization and contemporary social and economic conditions.

## Social Science Sequence--Area A

9th	10th	11th	12th
	World History HSS Electives: "Psych 1A" Introduction to General Psychology	U.S. History HSS Electives: Psych 1A* Introduction to General Psychology	Government/Economics HSS Electives: "Psych 1A" Introduction to General Psychology

## World History

JA03YP

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Grades: 10  
 Duration: Year  
 Grad Credit: World History  
 A-G Credit: "a" History  
 Prerequisite: None

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Among the topics covered are political thought, democracy, industrialization, imperialism, World War I, totalitarianism, World War II, and the Cold War. Students will develop an understanding of and make considered judgments regarding the historical roots of contemporary world issues, especially as they relate to international relations. Major turning points that shaped the modern world, from the late eighteenth century through the present, are the focus of this year-long course. The course is designed with an emphasis on content, literacy, inquiry, and citizenship.

## United States History

KA02YP

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Grades: 11  
 Duration: Year  
 Grad Credit: US History  
 A-G Credit: "a" History  
 Prerequisite: None

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In this course cadets examine major developments and turning points in American history from the late nineteenth century to the present. During the year the following themes are emphasized: the expanding role of the federal government; the emergence of a modern corporate economy and the role of organized labor; the role of the federal government and Federal Reserve System in regulating the economy; the impact of technology on American society and culture; changes in racial, ethnic, and gender dynamics in American society; the movements toward equal rights for racial, ethnic, religious, and sexual minorities and women; and the rise of the United States as a major world power. The course is designed with an emphasis on content, literacy, inquiry, and citizenship.

## American Government

LA01SP

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Grades: 12  
 Duration: Semester  
 Grad Credit: Economics  
 A-G Credit: "a" History  
 Prerequisite: None

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The successful completion of American Government is required for graduation. This course studies American political institutions, political processes and key political documents. It examines the values underlying our governmental system. Included is a study of the conflicts and problems facing the American political system in the modern world. The structure and function of our federal government is of primary concern in this course; however, state and local government is also studied. This course helps the cadet to understand the ways in which human beings govern themselves and helps cultivate habits of democratic citizenship.

## Economics

MG03SP

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Grades: 12  
 Duration: Semester  
 Grad Credit: Economics  
 A-G Credit: "g" Elective  
 Prerequisite: None

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This one semester course will deepen cadets' understanding of the economic issues and institutions of the nation and world in which we live. Students will first understand common economic terms and concepts and then compare and contrast economic systems with a focus on the market system. Students will then take an in-depth look at microeconomics and macroeconomics. Students will complete the semester concentrating on issues of international trade and will consider what factors, conditions, and policies help developing nations sustain economic growth.

**“b” ENGLISH LANGUAGE ARTS  
(4 years required)**

**English 6  
MSA11Y**

Grades: 6  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

This course sharpens reading comprehension skills, engages readers in literary analysis, and offers a variety of literature. Through a varied selection of stories, plays, and poems, many of which highlight exemplary virtues, cadets develop skills of close reading and literary analysis.

**English 7  
MSA12Y**

Grades: 7  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

This course targets cadets’ growth in the areas of reading, writing, listening, speaking, discussion, reflection, and viewing. Reading strategies, critical thinking skills, and vocabulary building comprise the main elements of reading instructions. Through fiction, nonfiction, and poetry reading, cadets will practice reading strategies and comprehension skills. The focus of writing will be on narrative, informational, argumentative, and research writing. The overall goal of the class is to increase the literacy and writing ability of cadets.

**English 8  
MSA13Y**

Grades: 8  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

This course targets cadets’ growth in the areas of reading, writing, listening, speaking, discussion, reflection, and viewing. Reading strategies, critical thinking skills, and vocabulary building comprise the main elements of reading instructions. Through fiction, nonfiction, and poetry reading, cadets will practice reading strategies and

comprehension skills. The focus of writing will be on narrative, informational, argumentative, and research writing. The overall goal of the class is to increase the literacy and writing ability of cadets.

**MS Academic Success  
MS03YS**

Grades: 6-8  
Duration: Year  
Grad Credit: Elective  
A-G Credit: None  
Prerequisite: Reading level at least two levels below current grade level; teacher recommendation

This course is a non-college preparatory English class required for all cadets at the intensive intervention level (see Prerequisites) and taken concurrently with a grade level English course. This course uses the READ 180 instructional model, a state-approved comprehensive reading intervention program designed to meet the needs of cadets whose reading achievement is below the proficient level. These struggling readers have deficits in their understanding of the reading process and gaps in their foundational skills. READ 180 addresses these gaps by directly addressing individual needs through instructional software, high-interest literature, and direct instruction in reading skills.

**English Sequence--Area B**

9th	10th	11th	12th
English 9 or English 9H <b>English Electives:</b> Student Reporting Lab	English 10 or English 10H <b>English Electives:</b> Student Reporting Lab	English 11 or English 11H <b>English Electives:</b> Student Reporting Lab *College English 1A (Fall) *College English 5 (Spring) *College Communications 20 (Fall) *College Communications 6 (Spring)	English 12 or English 12 <b>English Electives:</b> Student Reporting Lab *College English 1A (Fall) *College English 5 (Spring) *College Communications 20 (Fall) *College Communications 6 (Spring)

## English 9

### AB04YP/C2101A/C2101B

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Grades: 9  
 Duration: Year  
 Grad Credit: English  
 A-G Credit: "b" English  
 Prerequisite: None

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This course initiates the cadet into the Freshman/Sophomore English program. It requires regular work in reading a balance of literature and nonfiction texts. This class develops the critical thinking skills necessary to complete that work successfully. Writing instruction concentrates on a variety of writing tasks (both brief and full writes) focusing on the three main writing types (narrative, explanatory/information, and argumentative). Language and vocabulary are taught in the context of the reading and writing tasks. Speaking and listening activities are designed to sharpen the cadets' facility with language and content knowledge in group activities, classroom discussion, oral readings, and formal presentations.

## Honors English 9

### AB05YH

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Grades: 9  
 Duration: Year  
 Grad Credit: English  
 A-G Credit: "b" English  
 Prerequisite: Recommendation of 8th grade teacher

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This class begins a two-year sequence of Honors classes that prepares cadets for Advanced Placement English in the junior and senior year. It emphasizes the development of analytical reading and writing skills, particularly argumentative and informative writing and close analysis of literature and informational texts. Students read extensively from a wide range of literature and informational texts in all the major genres, from Homer to Kingsolver. They write in a variety of modes and learn strategies for becoming independent, reflective writers, with special emphasis on argumentative, information, and narrative writing. Thoughtful class discussions are an essential feature of the class, which also provides numerous opportunities for cadet oral presentations. The class also includes an intensive study of vocabulary and a review of grammar.

## English 10

### AB06YP/C2102A/C2102B

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Grades: 10  
 Duration: Year

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Grad Credit: English  
 A-G Credit: "b" English  
 Prerequisite: English 9

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This course builds on the content introduced in the Freshman English program. It requires regular work in reading a balance of literature and nonfiction texts. This class develops the critical thinking skills necessary to complete that work successfully. Writing instruction concentrates on a variety of writing tasks (both brief and full writes) focusing on the three main writing types (narrative, explanatory/information, and argumentative). Language and vocabulary are taught in the context of the reading and writing tasks. Speaking and listening activities are designed to sharpen the cadets' facility with language and content knowledge in group activities, classroom discussion, oral readings, and formal presentations.

## Honors English 10

### AB07YH

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Grades: 10  
 Duration: Year  
 Grad Credit: English  
 A-G Credit: "b" English  
 Prerequisite: Recommendation of 9th grade teacher

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This is an accelerated Honors class that focuses on reading major works of European and American literature analytically, and developing advanced interpretive writing skills. It continues the intensive program of analytical reading and writing begun in Honors English 9, and is intended to prepare cadets for eventual success in Advanced Placement English. Students read extensively from works by major writers. The course includes a vigorous writing program that requires cadets to write clearly and thoughtfully in a variety of modes, with special emphasis on interpretive and writing. Class discussions of literature and numerous oral presentations by cadets are key features of the class, which also incorporates an intensive study of vocabulary and a review of grammar.

## English 11

### AB08YP/C2103A/C2103B

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Grades: 11  
 Duration: Year  
 Grad Credit: English  
 A-G Credit: None  
 Prerequisite: English 10

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A year-long, ten credits, non-college preparatory, general course open 11th graders explores the works and themes of texts through novels, short stories and plays. In grade 11 cadets are increasingly sophisticated in their thinking and performances displaying a critical and thoughtful stance toward their coursework and the problems of the day. Their reasoning and debating skills are never better, they welcome the opportunity to engage in meaningful discussions and debates. Expectations are for the volume, pace, and depth of reading and writing to increase to new levels.

## Honors English Language and Composition

### AB09YH

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Grades: 11  
 Duration: Year  
 Grad Credit: English  
 A-G Credit: "b" English  
 Prerequisite: P/ H English 10

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An AP level course in English Language and Composition engages cadets in becoming skilled readers of prose written in a variety of periods, disciplines, and rhetorical contexts, and in becoming skilled writers who compose for a variety of purposes. Both their writing and their reading should make cadets aware of the interactions among a writer's purposes, audience expectations, and subjects as well as the way conventions and the resources of language contribute to effectiveness in writing. AP courses must comply with the specific curricular requirements of the College Board advanced placement program.

## English 12

### AB10YP/C2104A/C2104B

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Grades: 12  
 Duration: Year  
 Grad Credit: English  
 A-G Credit: "b" English  
 Prerequisite: P Composition/ American Literature

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This course provides an intensive study of the dynamics and structure of the English language, including the essential skills of composition development, writing style, critical reading, writing and analysis, academic vocabulary, grammatical structure and rules, and academic verbal discussion as outlined and in accordance with the California Common Core Standards. Cadets will critically read and evaluate various forms and types of texts including novels, poetry, informational texts and visual texts.

## Honors English Literature and Composition

### AB11YH

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Grades: 12  
 Duration: Year  
 Grad Credit: English  
 A-G Credit: "b" English, "g" Elective  
 Prerequisite: P English 11

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This honors course is designed to prepare cadets for the English Literature and Composition Advanced Placement Examination or the English Equivalency Examination of the California State University System. By reading and discussing a wide range of world literature, cadets will become familiar with the modes by which writers explore the important questions posed by humans regarding our existence and will understand the relationship between literary form and content.

## HS Academic Success

### ZX33YS

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Grades: 9-10  
 Duration: Year  
 Grad Credit: Elective  
 A-G Credit: None  
 Prerequisite: Reading level at least two levels below current grade level; teacher recommendation

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This course is a non-college preparatory English class required for all cadets at the intensive intervention level (see Prerequisites) and taken concurrently with a grade level English course. This course uses the READ 180, a state-approved comprehensive reading intervention program designed to meet the needs of cadets whose reading achievement is below the proficient level. These struggling readers have deficits in their understanding of the reading process and gaps in their foundational skills. READ 180 addresses these gaps by directly addressing individual needs through instructional software, high-interest literature, and direct instruction in reading skills

## ENGLISH LANGUAGE DEVELOPMENT

### MS ELD Fundamentals

MSA17Y/9104MF

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Grades:	6-8
Duration:	Year
Grad Credit:	None
A-G Credit:	None
Prerequisite:	Proficiency in English is at Beginning and very Early Intermediate level (score of 1 on ELPAC)

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The intent of the course is to provide instruction in ELD at just above the cadet's English proficiency level with the aim of having cadet's progress through the ELD levels while acquiring the English language skills in reading, writing, listening, and speaking necessary to function proficiently at their grade level on the CA CCSS for ELA/Literacy standards. The ELD standards follow a research-based progression of second language acquisition from emerging to bridging levels of English. Teachers will use the strategies, skill development, and cognitive rigor of the ELA standards as a tool in teaching the ELD standards at the cadet's level of English proficiency.

### MS ELD A

MSA18Y/9104MA

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Grades:	6-8
Duration:	Year
Grad Credit:	None
A-G Credit:	None
Prerequisite:	Completion of ELD Fundamentals with a grade of C or better OR demonstration of proficiency in English at the Early Intermediate level (score of 2 on ELPAC)

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The intent of the course is to provide instruction in ELD at just above the cadet's English proficiency level with the aim of having cadet's progress through the ELD levels while acquiring the English language skills in reading, writing, listening, and speaking necessary to function proficiently at their grade level on the CA CCSS for ELA/Literacy standards. The ELD standards follow a research-based progression of second language acquisition from emerging to bridging levels of English. Teachers will use the strategies, skill development, and cognitive rigor of the ELA standards as a tool in teaching the ELD standards at the cadet's level of English

### MS ELD B

MSA19Y/9104MB

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Grades:	6-8
Duration:	Year
Grad Credit:	None
A-G Credit:	None
Prerequisite:	Completion of ELD A with a grade of C or better OR demonstration of proficiency in English at the Intermediate level (score of 3 on ELPAC)

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The intent of the course is to provide instruction in ELD at just above the cadet's English proficiency level with the aim of having cadet's progress through the ELD levels while acquiring the English language skills in reading, writing, listening, and speaking necessary to function proficiently at their grade level on the CA CCSS for ELA/Literacy standards. The ELD standards follow a research-based progression of second language acquisition from emerging to bridging levels of English. Teachers will use the strategies, skill development, and cognitive rigor of the ELA standards as a tool in teaching the ELD standards at the cadet's level of English proficiency.

### HS ELD Fundamentals

AB03YP

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Grades:	9-12
Duration:	Year
Grad Credit:	Elective
A-G Credit:	None
Prerequisite:	Proficiency in English is at Beginning and very Early Intermediate level (score of 1 on ELPAC)

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The intent of the course is to provide instruction in ELD at just above the cadet's English proficiency level with the aim of having cadet's progress through the ELD levels while acquiring the English language skills in reading, writing, listening, and speaking necessary to function proficiently at their grade level on the CA CCSS for ELA/Literacy standards. The ELD standards follow a research-based progression of second language acquisition from emerging to bridging levels of English. Teachers will use the strategies, skill development, and cognitive rigor of the ELA standards as a tool in teaching the ELD standards at the cadet's level of English proficiency.

## ELD A AB01YP

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Grades: 9-12  
 Duration: Year  
 Grad Credit: English (1 year only)  
 A-G Credit: "b" English (1 year of A or B only)  
 Prerequisite: Completion of ELD Fundamentals with a grade of C or better OR demonstration of proficiency in English at the Early Intermediate level (score of 2 on ELPAC)

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The intent of the course is to provide instruction in ELD at just above the cadet's English proficiency level with the aim of having cadet's progress through the ELD levels while acquiring the English language skills in reading, writing, listening, and speaking necessary to function proficiently at their grade level on the CA CCSS for ELA/Literacy standards. The ELD standards follow a research-based progression of second language acquisition from emerging to bridging levels of English. Teachers will use the strategies, skill development, and cognitive rigor of the ELA standards as a tool in teaching the ELD standards at the cadet's level of English proficiency.

## HS ELD B AB02YP

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Grades: 9-12  
 Duration: Year  
 Grad Credit: English (1 year only)  
 A-G Credit: "b" English (1 year of A or B only)  
 Prerequisite: Completion of ELD A with a grade of C or better OR demonstration of proficiency in English at the Intermediate level (score of 3 on ELPAC)

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The intent of the course is to provide instruction in ELD at just above the cadet's English proficiency level with the aim of having cadet's progress through the ELD levels while acquiring the English language skills in reading, writing, listening, and speaking necessary to function proficiently at their grade level on the CA CCSS for ELA/Literacy standards. The ELD standards follow a research-based progression of second language acquisition from emerging to bridging levels of English. Teachers will use the strategies, skill development, and cognitive rigor of the ELA standards as a tool in teaching the ELD standards at the cadet's level of English proficiency.

## HS ELD B/ELA Literacy AB12YP

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Grades: 9-12  
 Duration: Year  
 Grad Credit: Elective  
 A-G Credit: None  
 Prerequisite: Reading level at least two levels below current grade level; teacher recommendation

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This course is a non-college preparatory English class required for all cadets at the intensive intervention level (see Prerequisites) and taken concurrently with a grade level English course. This course uses the READ 180 instructional model, a state-approved comprehensive reading intervention program designed to meet the needs of cadets whose reading achievement is below the proficient level. These struggling readers have deficits in their understanding of the reading process and gaps in their foundational skills. READ 180 addresses these gaps by directly addressing individual needs through instructional software, high-interest literature, and direct instruction in reading skills.

**“c” MATHEMATICS**  
**(3 years required, 4 years recommended)**

**Mathematics 6**  
MSB11Y/1008

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Grades: 6  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

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Mathematics 6 focuses on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

**Mathematics 6 Advanced**  
MSB12Y

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Grades: 6  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: Teacher recommendation

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Mathematics 6 focuses on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

**Mathematics 7**  
MSB13Y  
7-2424

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Grades: 7  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: Completion of Math 6

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Mathematics 7 focuses on four critical areas: (1) developing understanding of and applying proportional

relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

**Mathematics 7 Advanced**  
MSB14Y/24247H

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Grades: 7  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: C or better in Math 6/Advanced Math 6 and teacher recommendation

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Advanced Mathematics 7 is a year-long course that combines Math 7 and Math 8 content in preparation for Algebra I the following year. This course does not partially or fully fulfill any high school graduation requirement for Mathematics.

**Mathematics 8**  
MSB15Y/8-2403

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Grades: 8  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: Completion of Math 7

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Mathematics 8 focuses on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying Pythagorean Theorem.



## MS Algebra I BC11YP/MSB16Y/24038H

Grades: 7-8  
 Duration: Year  
 Grad Credit: None  
 A-G Credit: None  
 Prerequisite: C or better in Math 7/Advanced Math 7 and teacher recommendation or B or better in Advanced Math 6

Advanced Mathematics 8/Algebra I cadets will learn skills, application and theory in order to reason symbolically. The key content involves translating and solving real-life applications and writing, solving, and graphing linear and quadratic equations, including systems of two linear equations in two unknowns. Quadratic equations are solved by factoring, completing the square, graphically, or by application of the quadratic formula. The course also includes study of translations, monomial and polynomial expressions, inequalities, exponents, functions, rational expressions, absolute value, inductive and deductive reasoning, ratio and proportion, and a wide variety of problem solving situations.

### Math Sequence--Area C

9th	10th	11th	12th
Algebra 1 Math Enrichment	Geometry Math Enrichment	Algebra 2	Trig/Pre-Calculus Statistics *College Business Math
Geometry	Algebra 2	Trig/Pre-Calc Statistics *College Trig-Pre-Calc	Calculus Statistics *College Business Math

## Algebra I BC01YP/C2403A/C2403B

Grades: 9-12  
 Duration: Year  
 Grad Credit: Mathematics  
 A-G Credit: "c" Mathematics  
 Prerequisite: Completion of Math 8

Algebra I involves translating and solving real-life applications and writing, solving, and graphing linear and quadratic equations, including systems of two linear equations in two unknowns. Quadratic equations are solved by factoring, completing the square, graphically, or by application of the quadratic formula. The course also includes study of translations, monomial and polynomial expressions, inequalities, exponents, functions, rational expressions, absolute value, inductive and deductive

reasoning, ratio and proportion, and a wide variety of problem solving situations.

## Geometry BC02YP/C2408A/C2408B

Grades: 9-12  
 Duration: Year  
 Grad Credit: Mathematics  
 A-G Credit: "c" Mathematics  
 Prerequisite: C or better in Algebra I

Geometry emphasizes the development of the concepts of symmetry, congruence and similarity; emphasizes the integration of algebra and geometry; provides experiences in synthetic and analytical methods of proof including the structure of an axiomatic system, stresses the areas of plane figures, and introduces the concept of space geometry.

## Algebra II BC03YP/C2407A/C2407B

Grades: 9-12  
 Duration: Year  
 Grad Credit: Mathematics  
 A-G Credit: "c" Mathematics  
 Prerequisite: C or better in Algebra I

Algebra II course model aligns to the Common Core Math Standards outlined in the CA Math Framework. Cadets begin the course with a study of sequences, which is also an opportunity to revisit linear and exponential functions. Cadets also study polynomial identities and use some key identities to establish the formula for the sum of the first  $n$  terms of a geometric sequence. Cadets extend exponent rules to include rational exponents to solve equations involving square and cube roots before developing the idea of complex numbers, in order to solve quadratic equations with non-real solutions. Building on rational exponents, cadets use logarithms to solve for unknown exponents, and are introduced to the number  $e$  and its use in modeling continuous growth through logarithmic functions. Cadets also learn to transform these functions graphically and algebraically. Furthermore, cadets work with the unit circle to make sense of trigonometric functions and use those functions to model periodic relationships. Finally, statistical inference focuses on analyzing data from experiments using normal distributions. Cadets learn to account for variability in data and estimate population mean, margin of error, and proportions using sampling and simulations.

**Honors Algebra II**-course not offered 2024-2025**Course # Here**


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Grades: 9-12  
 Duration: Year  
 Grad Credit: Mathematics  
 A-G Credit: "c" Mathematics  
 Prerequisite: C or better in Algebra I or Geometry

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Honors Algebra II course is based on the standards set by the State of California. The following topics are included: functions; variation and graphs; linear functions; matrices; systems; quadratic functions; powers; inverses and radicals; exponential and logarithmic functions; trigonometry; polynomials; quadratic relations, arithmetic and geometric sequences and series, binomial theorem.

**Statistics****BC04YP/4602/4602A/4602B/4602D**


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Grades: 10-12  
 Duration: Year  
 Grad Credit: Mathematics  
 A-G Credit: "c" Mathematics  
 Prerequisite: B or better in Algebra II

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Statistics is a year-long course designed to expose cadets to the basics of statistical testing. Cadets will learn how to collect, organize, display and analyze data, and subsequently draw conclusions from it. The elements of probability will also be explored. This course will expose cadets to the four broad themes of introductory statistics: 1. Exploring and organizing data: cadets will observe patterns and departures from patterns. 2. Sampling and experimentation: cadets will conduct studies to produce data by determining what to measure and how the measurements should be made. 3. Anticipating patterns: cadets will use probability to anticipate patterns and simulate random events. 4. Statistical inference: cadets will make estimates about populations and form and test hypotheses. Upon successful completion of this course cadets will know the appropriate method to use in order to collect, organize and analyze data in an unbiased manner in a variety of situations.

**Pre-Calculus**-course not offered 2024-2025**BC05YP/2410A/2410B**


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Grades: 10-12  
 Duration: Year  
 Grad Credit: Mathematics  
 A-G Credit: "c" Mathematics  
 Prerequisite: C or better in Algebra II

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This year-long course combines the trigonometric, geometric, and algebraic concepts needed to prepare cadets for the study of Calculus. The main topics in the course are (1) complex numbers, (2) rational functions, (3) trigonometric functions and (4) their inverses, (5) inverse function, (6) vectors and (7) matrices and (8) parametric and (9) polar curves. *A graphing calculator is recommended.*

**Honors Pre-Calculus****BC15YH/2410/2410D**


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Grades: 10-12  
 Duration: Year  
 Grad Credit: Mathematics  
 A-G Credit: "c" Mathematics  
 Prerequisite: B or better in Algebra II plus teacher recommendation

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This course is intended only for those cadets who have completed Mathematics II and III at a high level of accomplishment. This year-long course will be a study of Trigonometry, Algebra and Analytic Geometry, including applications and modeling. It will focus on the theoretical basis for processes and procedures, including proofs, strengthen conceptual understanding, and begin providing the intuitive foundations for calculus. Only grades of "C" or better will be weighted. *A graphing calculator is recommended.*

**H Statistics**- NOT available in 2024-2025**Course # Here**


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Grades: 10-12  
 Duration: Year  
 Grad Credit: Mathematics  
 A-G Credit: "c" Mathematics  
 Prerequisite: B or better in Algebra II

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Honors Statistics is a one-year, college-level, non-calculus-based introduction to statistics. Its purpose is to introduce cadets to the major concepts and tools of data collection, analysis and the drawing of conclusions. The emphasis is on thinking and experience with data sets and statistical concepts. It is intended as an optional fourth year of mathematics for cadets who have completed the Math 1, 2, and 3 pathways

**Calculus- NOT available in 2024-2025**

9258/BC06YH

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Grades:	9-12
Duration:	Year
Grad Credit:	Mathematics
A-G Credit:	"c" Mathematics
Prerequisite:	C or better in Pre-Calculus

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Calculus is a one-year course designed for cadets to have the chance to sample college mathematics with the intention of bridging high school and college mathematics. Students who have completed Pre-Calculus should view Calculus as the next logical step in their mathematical development. This course provides cadets an opportunity to learn college-level material in a high school environment over the course of a full school year. The purpose of this course is to cover differential and elementary integral calculus at an introductory level. After acquiring this fundamental understanding of calculus, our cadets will be well prepared for the rigor of college level mathematics.

**H Calculus A/B**

BC16YH/2480

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Grades:	10-12
Duration:	Year
Grad Credit:	Mathematics
A-G Credit:	"c" Mathematics
Prerequisite:	C or better in each semester of H Pre-Calculus or B or better in each semester of Pre-Calculus

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Honors Calculus is a one-year course designed for cadets that have completed the normal course of mathematics study offered at a four-year high school. The class gives the cadets a chance to learn college-level material in a high school environment. The class offers both the chance to sample college mathematics and the chance to receive college credit by passing the AP exam.

**H Calculus B/C- NOT available in 2024-2025**

2480B

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Grades:	10-12
Duration:	Year
Grad Credit:	Mathematics
A-G Credit:	"c" Mathematics
Prerequisite:	C or better in AP Calculus AB

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Honors Calculus is a one-year course designed for cadets that have completed the normal course of mathematics study offered at a four-year high school. The class gives the cadets a chance to learn college-level material in a

high school environment. The class offers both the chance to sample college mathematics and the chance to receive one year of math college credit by passing the AP Calculus B/C exam.

**Algebra I Plus**

ZX34YS

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Grades:	9-10
Duration:	Year
Grad Credit:	Elective
A-G Credit:	None
Prerequisite:	Math level at least two levels below current grade level; teacher recommendation

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This course supports Algebra I skill acquisition and is taken concurrently with Algebra I.

**Geometry Plus**

ZX35YS

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Grades:	10-11
Duration:	Year
Grad Credit:	Elective
A-G Credit:	None
Prerequisite:	Math level at least two levels below current grade level; teacher recommendation

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This course supports Geometry skill acquisition and is taken concurrently with Geometry.

**Algebra II Plus**

ZX36YS

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Grades:	11-12
Duration:	Year
Grad Credit:	Elective
A-G Credit:	None
Prerequisite:	Math level at least two levels below current grade level; teacher recommendation

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This course supports Algebra II skill acquisition and is taken concurrently with Algebra II.

**“d” LABORATORY SCIENCE**  
**(2 years required, 3 recommended)**

**Science 6**  
**MSC11Y/1010**

Grades: 6  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

A one-year course utilizes a blended method of learning. Cadets will learn life science theories in an online and hands-on learning environment. Topics include: Natural systems, climate and weather, climate and life and human impacts on our environment.

**Science 7**  
**MSC12Y/2621**

Grades: 7  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

A one-year course utilizes a blended method of learning. Cadets will learn life science theories in an online and hands-on learning environment. Topics will be centered around: Changing matter, matter and energy, influencing ecosystems.

**Science 8**  
**MSC13Y/2610**

Grades: 8  
Duration: Year  
Grad Credit: None  
A-G Credit: None  
Prerequisite: None

A one-year course utilizes a blended method of learning. Cadets will learn physical science theories in an online and hands-on learning environment. Physical science topics will be centered around: Interacting objects, universal forces, evolution in action, and investigating Earth’s biodiversity.

## Science Sequence--Area D

9th	10th	11th	12th
Biology	Chemistry Earth Science	Physics Physics H	*College Physical Geography *College Physical Anthropology

**Biology**  
**GD01YP/C2603A/C2603B**

Grades: 9-12  
Duration: Year  
Grad Credit: Life Science  
A-G Credit: “d” Laboratory Science  
Prerequisite: None

A one-year course, which fulfills college entrance laboratory science requirements for the University of California. This course emphasizes the development of scientific thinking through investigation of the natural world. The course is designed around the High School Next Generation Science Standards (NGSS) and Performance Expectations for Life Science, and Earth and Space Science. Students engage in science and engineering practices to build, deepen, and apply their knowledge of core ideas and crosscutting concepts. Crosscutting concepts help cadets explore connections across the four domains of science, including physical science, life science, Earth and space science, and engineering design.

**Chemistry**  
**HD02YP/HD07YP/2615/2615-A/2615-B**

Grades: 10-12  
Duration: Year  
Grad Credit: Physical Science  
A-G Credit: “d” Laboratory Science  
Prerequisite: C or better in Algebra I

A one-year course, which fulfills college entrance laboratory science requirements for the University of California. This course emphasizes the development of scientific thinking through investigation of the natural world. The course is designed around the High School Next Generation Science Standards (NGSS) and Performance Expectations for Physical Science, and Earth and Space Science. Students engage in science and engineering practices to build, deepen, and apply their knowledge of core ideas and crosscutting concepts. Crosscutting concepts help cadets explore connections across the four domains of science, including physical science, life science, Earth and space science, and engineering design.

**Earth & Space Science**

HD06YP

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Grades: 9-12  
 Duration: Year  
 Grad Credit: Physical Science  
 A-G Credit: "d" Laboratory Science  
 Prerequisite: None

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Course description needed.

**Environmental Science**-course not offered

2024-2025

C9323A/C9323B/9323EA/9323EB/9323-E

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Grades: 9-12  
 Duration: Year  
 Grad Credit: Physical Science  
 A-G Credit: "g" elective  
 Prerequisite: None

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This two-semester asynchronous online course focuses on Earth's environment, including the Earth's atmosphere, biogeochemical cycles, lifeforms, biomes, genetic makeup, interconnections of the oceans, climate zones, weather patterns, and human modifications to landscape. Of particular interest is the effect humans have had on the planet and its atmosphere, particularly post-Industrial Revolution. Cadets will use scientific texts and articles, graphs, tables, and critical thinking to examine patterns of climate change. Providing rich media in multiple formats for ease of use and to address diverse cadet needs, this course reflects a bias-free and multi-culturally sensitive environment.

**Physics**-course not offered 2024-2025

HD03YP/2613Y/2613

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Grades: 9-12  
 Duration: Year  
 Grad Credit: Physical Science  
 A-G Credit: "d" Laboratory Science  
 Prerequisite: Biology with a C or better

---

A one-year course, which fulfills college entrance laboratory science requirements for the University of California. This course emphasizes the development of scientific thinking through investigation of the natural world. The course is designed around the High School Next Generation Science Standards (NGSS) and Performance Expectations for Physical Science, and Earth and Space Science. Students engage in science and engineering practices to build, deepen, and apply their

knowledge of core ideas and crosscutting concepts. Crosscutting concepts help cadets explore connections across the four domains of science, including physical science, life science, Earth and space science, and engineering design.

**H Physics**

HD13YP

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Grades: 9-12  
 Duration: Year  
 Grad Credit: Physical Science  
 A-G Credit: "d" Laboratory Science  
 Prerequisite: Biology with a B or better

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A one-year honors level course, which fulfills college entrance laboratory science requirements for the University of California. This course emphasizes the development of advanced scientific thinking through investigation of the natural world. The course is designed around the High School Next Generation Science Standards (NGSS) and Performance Expectations for Physical Science, and Earth and Space Science. Students engage in advanced science and engineering practices to build, deepen, and apply their knowledge of core ideas and crosscutting concepts. Crosscutting concepts help cadets explore connections across the four domains of science, including physical science, life science, Earth and space science, and engineering design.

**“e” LANGUAGES OTHER THAN ENGLISH  
(2 years required, 3 years recommended)**

## LOTE Sequence--Area E

Spanish 1	Spanish 2	Spanish 3H	*College Spanish 1A/1B
Spanish for Spanish Speakers 1	Spanish for Spanish Speakers 2	*College Spanish 1A/1B	*College Spanish Elective

### Spanish 1, 2, 3

NE01YP/2206SC/2206 Level 1

NE02YP Level 2

NE03YP Level 3

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Grades: 9-12  
 Duration: Year  
 Grad Credit: World Language  
 A-G Credit: “e” Language other than English  
 “g” Elective (except for Spanish 1)  
 Prerequisite: Students must receive a grade of “C”  
 or higher to move to next level

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Students will develop their communicative skills by using Spanish daily, with integrated practice in listening, speaking, reading and writing in Spanish. They will use the language to explore Hispanic countries and cultures, and will make comparisons and connections with their own. This course is taught primarily in Spanish, and requires daily preparation and practice.

### H Spanish 3

NE08YH

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Grades: 9-12  
 Duration: Year  
 Grad Credit: World Language  
 A-G Credit: “e” Language other than English  
 “g” Elective  
 Prerequisite: Students must receive a grade of “B”  
 or higher to move to next level

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This is an accelerated version of the college prep course. It offers additional enrichment activities, which focus on acquiring language with a cultural context.

### Spanish for Heritage Speakers 1, 2, 3

NE04YP/2220 Level 1

NE05YP/2230 Level 2

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Grades: 9-12  
 Duration: Year  
 Grad Credit: World Language

A-G Credit: “e” Language other than English

“g” Elective

Prerequisite: Oral proficiency in Spanish and cadets must receive a grade of “C” or higher to move to next level

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This college prep course is designed for cadets who are proficient in spoken Spanish. It is also an immersion class for cadets who have completed three years of Spanish. The course is designed to enrich reading and writing skills with integrated instruction in history, geography, culture, and literature.

**“f” VISUAL AND PERFORMING ARTS  
(1 year required)**

**MS Band**

MSE11Y/2300M/2307/2308M

Grades: 7-8  
 Duration: Year  
 Grad Credit: None  
 A-G Credit: None  
 Prerequisite: None

This band class is the entry-level band for all incoming band students. It is a yearlong course intended for the intermediate instrumental music cadet. The course content involves a remedial review of instrumental music fundamentals with the emphasis on the elements of musical performance: concepts or pitch, rhythm, tone production, harmony, form, texture, dynamics, tempo and timbre. The development of aesthetic perception, creative expression, historical and cultural context, aesthetic valuing and connecting and applying learned performance toward careers in the performing arts are fundamental components of all instruction in the performing arts.

Duration: Year  
 Grad Credit: Visual and Performing Art  
 A-G Credit: “f” Visual and Performing Arts  
 Prerequisite: None

This band class is the entry-level band for all incoming band students. It is a yearlong course intended for the intermediate instrumental music cadet. The course content involves a remedial review of instrumental music fundamentals with the emphasis on the elements of musical performance: concepts or pitch, rhythm, tone production, harmony, form, texture, dynamics, tempo and timbre. The development of aesthetic perception, creative expression, historical and cultural context, aesthetic valuing and connecting and applying learned performance toward careers in the performing arts are fundamental components of all instruction in the performing arts.

**Band II -course not offered 2024-2025  
QF03YP**

Grades: 9-12  
 Duration: Year  
 Grad Credit: Visual and Performing Art  
 A-G Credit: “f” Visual and Performing Arts  
 Prerequisite: Band I

The primary focus of this course is on ensemble and solo instrumental performance. Cadets will hone their technical and musical skills on their instruments ultimately increasing their confidence and ability to express themselves through music. Cadets will take part in performance opportunities and share their artistic development with the community. Cadets will be able to apply their music theory skills to analyze their current repertoire to better understand performance practices and artistic sensitivity of musical genres.

**VPA Pathways--Area F**

Basic Visual Art	Studio Design (H)		
Band 1 Guitar 1	Band 2 Guitar 1	*College Music Theory	

**Basic Visual Art**

QF01YP/C2810A/C2810B/2810SC/2810

Grades: 9-12  
 Duration: Year  
 Grad Credit: Visual and Performing Art  
 A-G Credit: “f” Visual and Performing Arts  
 Prerequisite: None

This introductory course seeks to guide cadets through the exploration of the foundations of visual arts knowledge and skills, while connecting to other subjects, their lives, and the larger world. Cadets will examine concepts through research, collaboration, and presentation. The course serves as a prerequisite for all advanced visual arts courses in high school.

**Band I**

QF02YP/2300

Grades: 9-12

**Guitar**

QF04YP

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Grades: 10-12  
 Duration: Year  
 Grad Credit: Visual and Performing Art  
 A-G Credit: "f" Visual and Performing Arts  
 Prerequisite: None

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This course cadets will develop and refine skills which will enhance personal expression through guitar performance. The skills we will focus on include general technique, musicianship, ear training, sight reading, music theory, music history and individual and ensemble performance. While the primary focus is on guitar performance, each cadet who completes this course will develop musical skills that will transfer to other instruments and musical goals. Although this serves as an introductory level course, those with more advanced skills will nonetheless benefit from review of basics and additionally have the opportunity to customize their technical and music repertoire. This course will also offer opportunities for cadets to collaborate with other instrumentalists to form ensembles featuring instruments like: vocals, drums, and bass. There will also be opportunities for cadets to study and perform traditional folk music and world music.

**Yearbook** -course not offered 2024-2025

QF05YP

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Grades: 9-12  
 Duration: Year  
 Grad Credit: Visual and Performing Art  
 A-G Credit: "f" Visual and Performing Arts  
 Prerequisite: None

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Cadets work in an office-like atmosphere and are responsible for planning, designing, marketing, and distributing the book, all while meeting publisher's deadlines. Students will use the latest technology while learning about reporting, writing, editing, marketing, photography, design and business. Seniors who have been on staff for two or more consecutive years will be eligible to become the editor-in-chief. Summer get-togethers are held for new and experienced staff members, and meetings are mandatory for those who wish to participate in selecting the design of the book.

**"g" COLLEGE PREPARATORY  
 ELECTIVES/MILITARY SCIENCE/PE  
 (20 + 40 = 60)**

**MS Advisory**

MSE13Y

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Grades: 6-8  
 Duration: Year  
 Grad Credit: None  
 A-G Credit: None  
 Prerequisite: None

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This one-year course is designed to support cadet academic progress monitoring, organizational skill-building, and social-emotional skill-building.

**MS Speech & Debate** -course not offered 2024-2025  
2112-M

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Grades: 7-8  
 Duration: Year  
 Grad Credit: None  
 A-G Credit: None  
 Prerequisite: None

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This course will develop and improve public speaking, argumentative, and critical thinking skills in communication settings. Cadets will prepare and deliver speeches and participate in several in-class debates and forums on current topics. Techniques will be taught to control speech anxiety, and structure and organize information to present to a variety of audiences. As such, the fundamentals of physical and vocal delivery skills, use of language and gesturing, as well as listening skills will be learned.



**MS Study Skills (IEP Required)**

MSE10Y/7-400/8-400

meet minimum GPA expectation of  
2.0 or higher

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Grades: 7-8  
 Duration: Year  
 Grad Credit: None  
 A-G Credit: None  
 Prerequisite: Active IEP/504 Plan

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This one year course is designed to assist the special education or 504 Plan cadets to progress in his/her general education classes and to prepare for advancing to the next grade level. AVID strategies will be used in this course and cadets will be required to keep a organizer/planner, participate in Socratic Seminar, tutorials, and Cornell note taking. This course is required for all 7th and 8th grade cadets as outlined in their IEP.

**MS Technology Wheel**

MSE14Y

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Grades: 6-6  
 Duration: Year  
 Grad Credit: None  
 A-G Credit: None  
 Prerequisite: None

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This one year course is designed to expose 6th grade cadets to various technological modalities.

**MS Technology Elective**

MSE16Y

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Grades: 7-8  
 Duration: Year  
 Grad Credit: None  
 A-G Credit: None  
 Prerequisite: None

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This one year course is designed to expose 7th & 8th grade cadets to various technological modalities.

**Cadet Assistant** -course not offered 2024-2025

ZX12SS/2009TA

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Grades: 11-12  
 Duration: Year  
 Grad Credit: Elective  
 A-G Credit: "g" Elective  
 Prerequisite: On-track for graduation, have good attendance and discipline records.  
 Tutor should be English-proficient and

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Academic Tutor is an elective yearlong course that trains and equips cadets to tutor and support peers in their academic classes. Cadet tutors will develop essential collaborative and interpersonal communication skills. Cadet tutors will assist teachers in providing academic and organizational skills to cadets, which includes, but is not limited to: English, Languages Other Than English, Mathematics, Sciences, Social Sciences, Visual or Performing Arts. Cadet tutors will receive instruction, strategies, and training using the inquiry method that encourages higher level thinking by students. By the end of the course, cadet tutors will be able to build relationships with fellow cadets, support peers in their mastery of curriculum using a variety of strategies, describe how learning occurs and how some people struggle with learning, participate in community of learners and monitor progress towards ideal tutoring, and market their skills as a tutor for further job opportunities.

**Cadet Assistant**

ZX33SS

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Grades: 11-12  
 Duration: Year  
 Grad Credit: Elective  
 A-G Credit: None  
 Prerequisite: On-track for graduation, have good attendance and discipline records.

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Cadet Assistant assigned to the Main Office, the Technology Department, or a Classroom.

## Broadcast Journalism: Student Reporting Lab ZG04YP

Grades: 10-12  
 Duration: Year  
 Grad Credit: Visual and Performing Art  
 A-G Credit: "g" Elective  
 "f" Visual and Performing Arts  
 Prerequisite: None

This course is designed to give cadets hand-on experience with producing short news broadcasts. Cadets will choose the topics, and as a team, plan the broadcast, interview subjects, choose locations, and sound, video, and make final production edits. This course is offered with the cooperation and affiliation of PBS NewsHour Student Reporting Labs. PBS NewsHour Student Reporting Labs is a project-based learning program that supports teachers and young people to report on important issues in their community, creating impactful video reports for local media outlets and the national PBSNewsHour. The PBS NewsHour Student Reporting Labs program has been shown to significantly increase students' digital media literacy and critical thinking skills.

## Physical Education -course not offered 2024-2025 PX01YN

Grades: 9-12  
 Duration: Year  
 Grad Credit: PE  
 A-G Credit: None  
 Prerequisite: None

This year-long course serves to have cadets develop and design physical fitness plans that will enhance their individual fitness goals. The course will emphasize the physiological, psychological, and social benefits of a healthy, active lifestyle. Cadets will engage in activities that promote lifelong values of a healthy, active lifestyle during and after the school years. Class activities will include court sports, field sports, movement fundamentals, physical fitness activities, and various games. The curriculum is designed to allow cadets to examine the benefits gained from regular exercise and to stimulate the desire to participate in lifetime physical activity. Cadets will progress toward developing characteristics of a physically educated person as defined by the National Association of Sport and Physical Education included in the California Physical Education Framework.

## Interscholastic Athletics -course not offered 2024-2025 PX02YN

Grades: 10-12  
 Duration: Year  
 Grad Credit: PE  
 A-G Credit: None  
 Prerequisite: None

Course description needed.

## HS Study Skills (IEP Required) ZG05YP

Grades: 9-12  
 Duration: Year  
 Grad Credit: Elective  
 A-G Credit: None  
 Prerequisite: Active IEP/504 Plan

This one year course is designed to assist the special education or 504 Plan cadets to progress in his/her general education classes and to prepare for the exit exam. The cadets who need assistance with all or part of the exit exam will be given materials specifically designed for this purpose. AVID strategies will be used in this course and cadets will be required to keep a organizer/planner, participate in Socratic Seminar, tutorials, and Cornell note taking. This course is required for all 9th grade cadets and will be required for 10th grade cadets who do not meet the exit criteria in the 9th grade.

## MILITARY SCIENCE

### Military Science 6/PE MSF23Y/MSF12Y/6-2505

Grades: 6-6  
 Duration: Year  
 Grad Credit: Military Science/PE  
 A-G Credit: None  
 Prerequisite: None

This is the first course in the middle school series that incorporates the fundamentals and principles of the California Cadet Corps (CACC) and is organized as a quasi-military system. The CACC provides the framework for applied leadership. Cadets will learn military subjects, broaden understanding of citizenship, build leadership capacity, and develop a wellness practice. This learning will occur through daily lessons, physical fitness programs, wellness activities, and service projects.

### **Military Science 7/PE** MSF24Y/MSF13Y/7-2505

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Grades: 7-7  
Duration: Year  
Grad Credit: Military Science/PE  
A-G Credit: None  
Prerequisite: None

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This is the second course in the middle school series that incorporates the fundamentals and principles of the California Cadet Corps (CACC) and is organized as a quasi-military system. The CACC provides the framework for applied leadership. Cadets will learn military subjects, broaden understanding of citizenship, build leadership capacity, and develop a wellness practice. This learning will occur through daily lessons, physical fitness programs, wellness activities, and service projects.

### **Military Science 8/PE** MSF25Y/MSF14Y/8-2505

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Grades: 8-8  
Duration: Year  
Grad Credit: Military Science/PE  
A-G Credit: None  
Prerequisite: None

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This is the third course in the middle school series that incorporates the fundamentals and principles of the California Cadet Corps (CACC) and is organized as a quasi-military system. The CACC provides the framework for applied leadership. Cadets will learn military subjects, broaden understanding of citizenship, build leadership capacity, and develop a wellness practice. This learning will occur through daily lessons, physical fitness programs, wellness activities, and service projects.

### **MS Student Leaders/PE** MS11Y

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Grades: 7-8  
Duration: Year  
Grad Credit: Military Science/PE  
A-G Credit: None  
Prerequisite: None

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This course is designed to teach leadership skills and governmental structure which ultimately enhances school pride, spirit and culture as well as the cadet's individual knowledge of a working government. The class will focus on standards designed by the California Association of Directors of Activities and Common Core State Standards, including public speaking, written communication, service learning, presentation skills, community service,

government hierarchy, procedures and elections, personal and social development, goal setting, group dynamics, business marketing, finance accounting, advertising, while positively impacting the entire student body.

### **Military Science 9/PE** OG12YP/OG02YP

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Grades: 9-12  
Duration: Year  
Grad Credit: Military Science/PE  
A-G Credit: PE  
Prerequisite: None

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This course incorporates the fundamentals and principles of the California Cadet Corps (CACC) and is organized as a quasi-military system. The CACC provides the framework for applied leadership. Cadets will learn military subjects, broaden understanding of citizenship, build leadership capacity, and develop a wellness practice. This learning will occur through daily lessons, physical fitness programs, wellness activities, and service projects.

### **Military Science 10/PE** OG13YP/OG03YP

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Grades: 10-12  
Duration: Year  
Grad Credit: Military Science/PE  
A-G Credit: "g" Elective  
Prerequisite: None

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This is the second course in a series that incorporates the fundamentals and principles of the California Cadet Corps (CACC) and is organized as a quasi-military system. The CACC provides the framework for applied leadership. Cadets will learn military subjects, broaden understanding of citizenship, build leadership capacity, and develop a wellness practice. This learning will occur through daily lessons, physical fitness programs, wellness activities, and service projects.

**Military Science 11/PE**

OG14YP/OG04YP

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Grades: 11-12  
 Duration: Year  
 Grad Credit: Military Science/PE  
 A-G Credit: "g" Elective  
 Prerequisite: None

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government hierarchy, procedures and elections, personal and social development, goal setting, group dynamics, business marketing, finance accounting, advertising, while positively impacting the entire student body.

This is the third course in a series that incorporates the fundamentals and principles of the California Cadet Corps (CACC) and is organized as a quasi-military system. The CACC provides the framework for applied leadership. Cadets will learn military subjects, broaden understanding of citizenship, build leadership capacity, and develop a wellness practice. This learning will occur through daily lessons, physical fitness programs, wellness activities, and service projects.

**Military Science 12/PE**

OG15YP/OG05YP

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Grades: 12  
 Duration: Year  
 Grad Credit: Military Science  
 A-G Credit: "g" Elective  
 Prerequisite: None

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This is the fourth course in a series that incorporates the fundamentals and principles of the California Cadet Corps (CACC) and is organized as a quasi-military system. The CACC provides the framework for applied leadership. Cadets will learn military subjects, broaden understanding of citizenship, build leadership capacity, and develop a wellness practice. This learning will occur through daily lessons, physical fitness programs, wellness activities, and service projects.

**Student Leaders/PE**

OG11YP/OG01YP

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Grades: 9-12  
 Duration: Year  
 Grad Credit: Military Science  
 A-G Credit: "g" (Elective)  
 Prerequisite: None

---

This course is designed to teach leadership skills and governmental structure which ultimately enhances school pride, spirit and culture as well as the cadet's individual knowledge of a working government. The class will focus on standards designed by the California Association of Directors of Activities and Common Core State Standards, including public speaking, written communication, service learning, presentation skills, community service,

## DUAL ENROLLMENT

### Dual Enrollment - Anthr 1: Introduction to Physical Anthropology ZX17SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU "B2" transferable
Prerequisite:	2.5+ GPA and C or better in Biology

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This in-person synchronous course offered through Laney College analyzes the study of human beings and their ancestors: Emphasis on relationships to other mammals, physical record of evolution, and processes responsible for evolution.

### Dual Enrollment- Business 10: Introduction to Business ZX13SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU "G" transferable
Prerequisite:	2.5+ GPA

---

This in-person synchronous course offered through Laney College surveys various phases of business, organization, finance, personnel, production, marketing, managerial controls, and government-based relations.

### Dual Enrollment- Business 76: E-Commerce Entrepreneurship ZX23SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU "G" transferable
Prerequisite:	2.5+ GPA

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This in-person synchronous course offered through Merritt College provides an introduction to principles of international e-commerce and entrepreneurship: Emphasis on developing a business plan for conducting online commerce; market analysis; product access; payment

methods; promotion; and back-end technology requirements for creating an e-commerce site.

### Dual Enrollment - CIS 1 & Lab: Introduction to Computer Information Systems & Lab ZX19SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 4 college credits)
A-G Credit:	None, UC/CSU "A3" transferable
Prerequisite:	2.5+ GPA

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This in-person synchronous course offered through Merritt College analyzes the general nature of computer hardware, software and systems: Hands-on applications include introduction to word processing, spreadsheet, database management and presentation software, and a brief introduction to web browsing and e-mail.

### Dual Enrollment - Communications 20: Interpersonal Communications ZX06SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU "A1" transferable
Prerequisite/Corequisite:	2.5+ GPA and Student Reporting Lab

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This in-person asynchronous course offered through Merritt College analyzes communication needs and improvement of skills: listening, perception, nonverbal communication, semantics, and conflict management.

### Dual Enrollment - Communications 6: Intercultural Communications ZX07SS

Grades: 10-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 3 college credits)  
A-G Credit: None, UC/CSU "D" transferable  
Prerequisite/Corequisite: 2.5+ GPA and Student Reporting Lab

This in-person asynchronous course offered through Merritt College analyzes the dynamics of intercultural communication as it applies to the diversity of American cultures: Cultural concepts, language style, content, ethnic perspectives perceptions and stereotypes, symbols, and roles as they facilitate or hinder effective verbal and nonverbal communication theories..

### Dual Enrollment - COUN 24: College Success ZX29SS

Grades: 9-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 3 college credits)  
A-G Credit: None, UC/CSU  
Prerequisite: 2.5+ GPA

This in-person synchronous course offered through Merritt College analyzes the identification and development of resources that facilitate college success: High-performance learning utilizing information organization and management, critical-thinking and problem-solving skills, effective time management, learning styles and strategies and memory theory, goal setting and educational planning, and campus/community resources.

### Dual Enrollment - English 1A: Composition and Reading -Not offered 2024-2025 ZX15SS/9120X

Grades: 10-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 4 college credits)  
A-G Credit: None, UC/CSU "A2" transferable  
Prerequisite: 2.5+ GPA and C or better in H English 11  
Corequisite: English 12

This in-person synchronous course offered through Merritt College analyzes reading and writing prose: Critical thinking, identifying logical fallacies and reasoning inductively and deductively.

### Dual Enrollment - English 5: Critical Thinking in Reading and Writing -Not offered 2024-2025 9120CT

Grades: 10-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 3 college credits)  
A-G Credit: None, UC/CSU "A3" transferable  
Prerequisite: 2.5+ GPA and English 1A

This in-person synchronous course offered through Merritt College analyzes the development of the ability to analyze, criticize, and advocate ideas: Relationship of language to logic, induction, and deduction, facts, inferences, judgments, and formal and informal fallacies of language and thought. Instruction in writing about issues of critical thinking to develop both thinking and writing skills.

### Dual Enrollment - ETHN 1: Ethnic Studies 1 ZX28SS

Grades: 9-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 3 college credits)  
A-G Credit: None, UC/CSU  
Prerequisite: 2.5+ GPA

Course description needed.

### Dual Enrollment - GEOG 1: Physical Geography ZX16SS

Grades: 10-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 3 college credits)  
A-G Credit: None, UC/CSU "B1" transferable  
Prerequisite: 2.5+ GPA and C or better in Biology

This in-person synchronous course offered through Merritt College analyzes the basic elements of the earth's physical systems and processes: Earth-sun relations, weather, climate, water, plate tectonics, landforms, soils, and ecosystems and their interrelationships and global distribution patterns.

**Dual Enrollment - Math 1: Pre-Calculus** -Not offered 2024-2025  
ZX14SS/2410D

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Grades: 10-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 4 college credits)  
A-G Credit: None, UC/CSU "B4" transferable  
Prerequisite: 2.5+ GPA and C or better in Algebra II

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This in-person asynchronous course offered through Merritt College is preparation for the calculus sequence or other courses requiring a sound algebraic background: Inequalities, theory of equations, sequences and series, matrices, functions and relations, and logarithmic and exponential functions: function concept used as a unifying notion.

**Dual Enrollment - Math 15: Mathematics for Liberal Arts Students**  
ZX27SS

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Grades: 10-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 3 college credits)  
A-G Credit: None, UC/CSU "B4" transferable  
Prerequisite: 2.5+ GPA

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This in-person asynchronous course offered through Laney College analyzes the fundamental ideas underlying modern mathematics: Elements from logic, sets and number systems: concepts of elementary algebra, geometry, topology, and combinations.

**Dual Enrollment - Math 50: Trigonometry** -Not offered 2024-2025  
ZX22SS

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Grades: 10-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 3 college credits)  
A-G Credit: None, UC/CSU "B4" transferable  
Prerequisite: 2.5+ GPA

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This in-person asynchronous course offered through Merritt College is an introduction to functional trigonometry: Basic definitions, identities, graphs, inverse functions, trigonometric equations and applications, solution of triangles and applications, polar coordinates, complex numbers, and DeMoivre's Theorem.

**Dual Enrollment - Math 3A: Calculus 1** -course not offered 2024-2025  
Course # Here

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Grades: 11-12  
Duration: Semester  
Grad Credit: Elective (10 high school credits, 5 college credits)  
A-G Credit: None, UC/CSU "B1" transferable  
Prerequisite: 2.5+ GPA and Math 1 and Math 50

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Course description needed.

**Dual Enrollment - Statistics** - NOT offered in 2024-2025  
4602D

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Grades: 12  
Duration: Semester  
Grad Credit: Electives (10 high school credits, 3 college credits)  
A-G Credit: None, UC/CSU "B1" transferable  
Prerequisite: 2.5+ GPA and C or better in Algebra II, C or better in Honors Algebra II, C or better in Honors or Prep Pre Calculus

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The Merritt College Statistics course offers an alternative fourth course to Pre-calculus. The use of probability techniques, hypothesis testing, and deductive techniques to facilitate decision-making. Topics include descriptive statistics, probability and sampling distributions, statistical inference, correlation and linear regression, analysis of variance, chi-square and t-test, and application of technology for statistical analysis including interpretation of the relevance of the statistical findings. Applications using data from disciplines such as business, social sciences, psychology, life sciences, health science and education.

### Dual Enrollment - Music 15A: Jazz, Blues, and Popular Music in the American Culture ZX04SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU "G" transferable
Prerequisite:	2.5+ GPA

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This in-person asynchronous course offered through Merritt College analyzes historical and critical components of American music. Focus on environments from which its many forms have emerged and its role in social history; development of blues, folk, jazz, rock, and other popular music forms in the twentieth century.

### Dual Enrollment - Music 15B: Jazz, Blues, and Popular Music in the American Culture ZX05SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU "G" transferable
Prerequisite:	2.5+ GPA

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This in-person asynchronous course offered through Merritt College analyzes the study of the contemporary music scene with in-depth investigation of trends in artistic expression music as a revolutionary force, the role of the music industry, analysis of performances and interviews.

### Dual Enrollment - Journalism 21: News Writing ZX20SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU transferable
Prerequisite:	2.5+ GPA and Student Reporting Lab
Corequisite:	Student Reporting Lab

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This in-person synchronous course offered through Merritt College provides an introduction to evaluating, gathering and writing news in accepted journalistic style: Feature and opinion writing emphasizing expository writing, logic, critical thinking, and points of view: role of the reporter, and legal and ethical issues related to newspaper writing.

### Dual Enrollment - Psych 1A: Introduction to General Psychology ZX18SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU "D" transferable
Prerequisite:	2.5+ GPA

---

This in-person synchronous course offered through Merritt College analyzes the scientific principles of psychology: Application of scientific research in understanding learning, human development, biological processes, personality, behavior disorders, social psychology, and adjustment of the human organism.

### Dual Enrollment - Psych 6: Social Psychology ZX32SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU "D" transferable
Prerequisite:	2.5+ GPA

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This in-person synchronous course offered through Merritt College analyzes the psychological aspects of human social life involved in the relationship between identity and social structure: Human behavior in the context of the individual as an acting and interacting member of various groups in society.

### Dual Enrollment - Sociology 1: Introduction to Sociology ZX08SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU transferable
Prerequisite:	2.5+ GPA

---

This in-person synchronous course offered through Merritt College analyzes scientific principles of psychology: Application of scientific research in understanding learning, human development, biological processes, personality, behavior disorders, social psychology, and adjustment of the human organism.



## Dual Enrollment - Sociology 2: Social Problems

### ZX09SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 3 college credits)
A-G Credit:	None, UC/CSU transferable
Prerequisite:	2.5+ GPA

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This in-person synchronous course offered through Merritt College analyzes the study of society through application of sociological principles and critical thinking skills to the identification and analysis of selected social problems: Poverty, racism, crime, and population control.

concepts and vocabulary building; reading in Spanish and Spanish-American life and culture.

**All courses are open to all cadets regardless of race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (BP 5145.3)**

## Dual Enrollment - Spanish 1A: Elementary Spanish

### ZX10SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 5 college credits)
A-G Credit:	None, UC/CSU "C2" transferable
Prerequisite:	2.5+ GPA and Spanish I or Spanish for Spanish Speakers I
Corequisite:	Spanish for Spanish Speakers I

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This in-person synchronous course offered through Merritt College is the first course that analyzes the study and practice in understanding, speaking, reading, and writing Spanish: Emphasis on understanding basic grammatical concepts and vocabulary building; reading in Spanish and Spanish-American life and culture.

## Dual Enrollment - Spanish 1B: Elementary Spanish

### ZX11SS

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Grades:	10-12
Duration:	Semester
Grad Credit:	Elective (10 high school credits, 5 college credits)
A-G Credit:	None, UC/CSU "C2" transferable
Prerequisite:	2.5+ GPA and Spanish II or Spanish for Spanish Speakers II
Corequisite:	Spanish for Spanish Speakers II

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This in-person synchronous course offered through Merritt College is the second course that analyzes the study and practice in understanding, speaking, reading, and writing Spanish: Emphasis on understanding basic grammatical

# Coversheet

## ELOP Program Planning Guide

**Section:** VI. Information/Discussion Items  
**Item:** D. ELOP Program Planning Guide  
**Purpose:**  
**Submitted by:**  
**Related Material:**  
Revised AFTER SCHOOL EDUCATION AND SAFETY Plan 5-16-2024Temp.pdf

# **AFTER SCHOOL EDUCATION AND SAFETY PROGRAM PLAN**

Prepared by:

Oakland Military Institute, College Preparatory Academy

Oakland Military Institute

3877 Lusk Street

Oakland, CA 94608

510-594-3900

Revised May 2024

## After School Program Plan Oakland Military Institute

### Overview:

- Grant Identification Number: 01-23939-C349-EZ
- County District School (CDS) Code: 01612590130617
- Authorized Signatory:

CMSgt (CA) Thomas James  
Chief Business Officer  
3877 Lusk Street  
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- Superintendent:

Mary Streshly  
Superintendent  
3877 Lusk Street  
Oakland, CA, 94608  
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### Name(s) of After School Program Site(s)

The following table lists the site name and the projected daily attendance for the expanded learning program.

Site Name	Projected Daily Attendance
1. Oakland Military Institute	100

The following table indicates the target population for each program. (For example: Homeless, Foster Care, English Language Learner, etc.)

<b>Target Population</b>	<b>Percentage of School Population</b>
Ø Black or African American	12%
Ø American Indian or Alaska Native	0.1 %
Ø Asian	13%
Ø Filipino	1 %
Ø Hispanic or Latino	62%
Ø Native Hawaiian or Pacific Islander	0.3 %
Ø White	1%
Ø Two or More Races	5.0%
Ø Other	6 %
Ø Socioeconomically Disadvantaged	84%
Ø English Learners	46%
Ø Students with Disabilities	16%
Ø Foster Youth	0.3 %

## Introduction

The Oakland Military Institute College Preparatory Academy (OMI) develops leaders of character by providing a rigorous seven-year college preparatory program to promote excellence in the four pillars of academics, leadership, citizenship, and athletics. OMI, in partnership with the California National Guard, provides a comprehensive college-preparatory program for students in grades 6 through 12 in West Oakland. OMI is committed to preparing each of our enthusiastic and capable students to succeed in college and the workplace,

wherever their passions lead them. Our educational programs are built around our “Four Pillars for Success”—academics, leadership, citizenship, and athletics.

OMI began a partnership with Hands on Technology Education [HOTE] to provide after school programming in the Spring of 2022. Beginning in the 24-25 school year, OMI plans to host the after school program in house without a co-partnership. We will continue an aligned mission that provides learning goals, opportunities, and activities that are tailored specifically for the middle-school age students to receive and obtain skills in a wide variety of interest areas from arts, crafts and music to sports and homework clubs. Learning goals are broken up into segments that are optimal for the attention span and needs of our students. Equally, their curriculum is customized based on each student's age and experience/knowledge levels of the subject.

While OMI will lean into the arts side of STEAM based on cadet feedback and participation levels, we will also continue to provide after school intramural sports and academic recovery as part of our OMI ASP. With the support of the After School Education and Safety Grant, OMI and our California Cadet Corp personnel will have been able to support 6<sup>th</sup>-9<sup>th</sup> grade student achievement in the Four Pillars for Success with a free, comprehensive after school program aligned with the Quality Standards for Expanded Learning Programs in California.

## 1—Safe and Supportive Environment

*Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.*

Between 2:40 and 6:00pm, unsupervised teens are three times more likely to experiment with drugs, alcohol and other unsafe activities than their supervised peers. To address the needs of these youth, OMI provides arts focused after-school programming alongside academic tutoring and with a “sports infusion” starting fall of 2024.

The after school program at OMI will be located on campus everyday that school is in session. Should field trips be scheduled, OMI follows a comprehensive field trip procedure that includes written consent for the field trip from the school Principal, the OMI Program Coordinator, and each parent or guardian of participating students; staff to student ratio of 1:10; and safety and transportation plans.

OMI adheres to a 20:1 ratio with at least six staff always onsite during the program. Should there be more than 20 students in a class, the OMI program adds additional staff members and properly screened volunteers to maintain prescribed ratios and coordinates with OMI's After School Program Coordinator if additional coverage is necessary. OMI also staffs after school

security, check in and tutorial staff to support the OMI ASP. As an organization, we have adopted an official “Never Alone Policy”, ensuring that a single adult staff member is never alone with a single participant at any point in the program day. Other written policies address:

- Adult-Student Interactions
- Risk Management, Safety & Emergency Response
- Employee Safety Initiatives
- Helping Students Be Safe
- Visitor Sign-In
- Incident & Accident Reporting
- What to do if someone is injured
- First Aid and CPR (At least one employee at each program site is to be certified in First aid and CPR)
- Illness and Medication
- Emergency and Disaster Response (each site has written emergency procedures that minimally address: Accident and Injury Response; Fires; Violence and Shootings; Severe weather; and Disaster Preparedness). It is required for school sites to draft an Emergency Drills calendar, listing activity from the beginning of the school year, on a monthly basis, through the month of April.
- Child Abuse Prevention, Training, and Reporting

In addition to referencing and reviewing guidelines, OMI military and security staff have adopted a wide range of program operations requirements that provide a safe and healthy climate and culture for staff and students alike.

OMI works to provide a space for students that is both physically and emotional safe. For example, we try to engender a growth mindset in our students through providing a diverse set of meaningful opportunities along with trusting adult relationships. A growth mindset is the belief that the ability and competence to grow comes through perseverance and consistent effort over time. Research shows that young people who can achieve this mindset view life’s failures not as a reflection of their abilities, but as challenges that can be overcome (Dweck, 2015). A growth mindset creates the motivation and productivity that allow students to build success in school and life. OMI works to instill a growth mindset in our students in two ways: 1) by providing them with a diverse selection of activities allowing them to incrementally build skills and confidence and 2) by connecting kids to caring adults, creating consistent relationships that the kids can rely on.

Mentoring, at its core, gives young people the guarantee that there is someone who cares about them, assures them they are not alone in dealing with day-to-day challenges, and makes them feel like they matter. Research confirms that quality mentoring relationships have powerful positive effects in a variety of personal, academic, and professional situations. Yet, one in three young people will grow up without this critical asset (National Mentoring Partnership, 2016). OMI ASP works to connect kids with successful college students and working professionals from similar backgrounds. Social connectivity is critical to academic success; a positive connection

with a youth development worker is associated with a 67% reduction in high school dropout rates (America's Promise Alliance, 2014).

## 2—Active and Engaged Learning

*Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.*

Each day, the OMI ASP program consists of academic support, hands-on arts/crafts/musical activities, and enrichment activities. Academic support generally begins immediately following the end of the school day. All students are brought to the classrooms immediately following the final school bell. Enrichment classes generally follow the academic support portion of the program.

OMI ASP will incorporate credentialed teachers who provide hands-on support to participants. ASP support staff members also work with the school's credentialed teachers to ensure that program activities support regular school day learning goals and objectives. The academic support portion of the program at OMI is facilitated in collaboration with school day teachers to improve the likelihood of homework completion, provide individualized instruction, and better align after school practices with the school day. Additional academic support/tutoring is offered during the enrichment portion of the program as needed according to the program schedule.

We combine immediate homework help and tutoring with long-term positive habit formation, like time management, to help our students develop learning skills needed to thrive throughout their schooling. This support helps improve students' homework completion, increase their understanding of the homework content, and enhance school-day learning through academic enrichment activities that support standards-aligned English, math, and science learning. As a school-based program, OMI ASP communicates regularly with school-day teachers and administrators in order to target and guide our development of after-school training, curricula, and projects. Through these strategies, we help youth develop skills that improve their readiness for lifelong learning.

Enrichment activities are in the form of our Activity Stations. It is in this section that students are given an opportunity to explore different fields of interest. Daily, students will choose amongst our indoor and outdoor sports activities, and art activities.

Some of the program activities planned for OMI include:

- Academic Readiness:
  - Homework Assistance



- Academic Enrichment / Project-Based Learning
- Credit recovery [for 9th grade students]
  
- Sports and Intramurals:
  - Ultimate Frisbee
  - Volleyball
  - Dodgeball
  - Indoor Soccer
  - Badminton
  - Flag Football
  - Soccer
  - Basketball
  
- STEAM Programming:
  - Entrepreneurship (Shark Tank Challenge)
  - Media Arts: Photography, Video, and Social Media
  
- Visual and Performing Arts:
  - Acrylic Painting
  - Calligraphy
  - Basic Comic Book Illustrating
  - Basic Sculpture
  
- Career Exploration Experiences:
  - Technology, Entrepreneurship, Sports, and Visual and Performing Arts Career Talks

All ASP enrichment programs are designed to support positive youth development, skill building, youth voice and leadership, healthy choices and behaviors, social emotional learning, and college and career exploration. In this model, students are provided with opportunities to connect new information to what the students already know. The process also allows students to construct their own explanations using their own schemas or patterns of thought.

Our instructors are grounded in Positive Youth Development practices. A simple formula to remember key elements is:

Positive Environments + Positive Relationships + Positive Experiences  
= Positive Youth Development

**Engage:** In this phase, the teacher generates interest in the topic, draws out students' prior knowledge, and frames the idea/concepts at hand. The teacher does so by raising questions and encourages responses from the students. During this phase, students are then expected to actively listen, ask questions, and respond to discussions demonstrating their understanding.

**Explore:** In the Explore phase, students experience key concepts; discover new skills; probe, inquire. And question experiences; examine their thinking; and establish relationships and understanding in the context of a hands-on activity. The teacher's role during this phase is to facilitate, observe, listen as the students interact, ask good inquiry-oriented questions, provide students time to think and reflect, and encourage cooperative learning. Students who are immersed in this phase actively participate by predicting, forming hypotheses, listening to their peers, sharing ideas while suspending judgment, recording observations, and openly discussing tentative alternatives.

**Explain:** In this phase, students connect prior knowledge and background to new discoveries. They are given opportunities to extend and explain concepts being explored and communicate new understanding using formal language. Teachers encourage students to explain their observations and findings using their own words and at the same time provide definitions and explanations from which the students can continue to build their own understanding. This is a crucial period in which both teachers and students explain and listen to each other in a positive and supportive manner in order to present reasonable responses to raised inquiries.

**Elaborate:** In the Elaborate phase, students apply new learning to a new or similar situation. To further extend their understanding students make connections with previous knowledge to newly formed concepts with the help of their teachers who provide opportunities for students to do so in relevant and practical ways.

**Evaluate:** In this phase, the students' understanding is assessed through self, peer, and teacher led evaluation activities. It is in these activities that students are able to demonstrate their understanding of new concepts as applied in problem situations and open-ended response activities.

Over 6-12 sessions, students will gather their learning and continue to put it into action with a showcase. This project-based learning experience will give students the opportunities to focus on 21st Century Skills of collaboration, self-directed learning, and effective communication.

Near the completion of each day, participants either return to a central location or remain in their last class/activity. Students must wait for their parents/guardian to sign them out of the program. It is expected that during down times, youth participants are engaged in the completion of homework or other types of enrichment and team building activities as they wait to be picked up from the program.

### **3—Skill Building**

*Describe how the program will provide opportunities for students to experience skill building.*

OMI ASP is striving to level the playing field through our programs. Habits developed in middle school, like positive decision-making, community involvement, and how they approach challenges, are practices youth carry with them throughout their lives. Our programs go beyond offering quality activities and equip our youth with the core competencies required for success in the 21st Century. Every part of our holistic programs, from soccer to creative outlets, include elements designed to provide students with the keys they need to unlock a brighter future. Our students will build these competencies:

- **Making Positive Choices:** We teach youth how to make the best decisions for their future, whether in academics, health, or their personal life. For most middle school students, college and careers seem like the distant future. We help them understand how the decisions they make today will affect their long-term trajectory.
- **Building Meaningful Relationships:** Mentoring is at the core of the CA Cadet Corp and Youth and Community Services which gives youth the guarantee that there is someone who cares about them, assures them they are not alone, and helps them feel like they matter.
- **Fostering a Growth Mindset:** This mindset increases students' academic tenacity and helps them view failures not as a reflection of their abilities, but as challenges that can be overcome. By helping students understand that persistent effort leads to success, we help them build the confidence and motivation to aim high in school and life, and overcome any obstacles they might come across.
- **Developing Social Emotional Workplace Skills:** We support our students' development of critical workplace "soft skills" such as teamwork, iterative thinking, self-efficacy, and growth mindset, or learning from failure. OMI ASP complements social emotional skill development with program components in our arts, career exploration, and academic programs that help our students also build the "hard skills" necessary to be successful in their college and career endeavors.

- **Becoming Community Leaders:** To enhance student achievement, help students develop as leaders, and inspire them to be active and responsible members of the community, OMI ASP helps students design and lead their own service learning projects throughout the school year. By giving our students the opportunity to give back to their communities, they become empowered as leaders and agents of change.

By strategically designing our programs to create growth within our students, OMI ASP helps students transform the way they see themselves and their ability to impact the world. We give youth access to valuable after-school programming that puts them on equal footing with their peers and sets them up for long-term success.

Our program is also built to achieve two key youth development outcomes:

- Youth attaining critical life skills through a core competency development focus
- Activities intentionally helping youth grow skills and worked toward mastery of those skills

OMI ASP uses a comprehensive approach to meet these outcomes. We provide daily learning in the following categories: Sports and Intramurals; Academic Readiness; project-based Programming; Career Exploration Experiences; and the Visual and Performing Arts. At OMI these offerings will supplement school electives by making similar subjects available to middle school students as their high school counterparts or offering activities students do not have during the school day such as coding and a makerspace. We will also embrace the military theme of the school by providing opportunities for students to stay after school to practice drills, which saves instructional time and allows students to advance ranks more quickly. Lastly, OMI ASP will provide infrastructure for students to have competitive middle school sports teams (football, soccer, and basketball). These sports are key offerings of the high school (9<sup>th</sup>-12<sup>th</sup> grade) but might not otherwise be offered at the middle school level (6<sup>th</sup>-8<sup>th</sup> grade) due to budget constraints.

OMI ASP weaves Social-Emotional Learning (SEL) into all our programming, helping youth develop skills and behaviors around leadership, resilience, empathy, and more. We also work to engender a growth mindset in all our students: the belief that the ability and competence to grow comes through perseverance and consistent effort over time. Achieving this view helps youth view life's failures not as a reflection of their abilities, but as challenges to be overcome. This multi-faceted method allows youth to acquire the knowledge, skills, work habits, and character traits needed to succeed not just academically, but in their future careers and life outside of school and work.

These five focus areas are described below:

1. **Sports and Intramurals:** In order to equip our students with the motivation and confidence necessary to alter their existing habits and make healthier choices, OMI

ASP provides children with regular access to structured physical activity and nutrition education. We give youth the opportunity to participate in high-quality activities that are often inaccessible to low-income families. After-school programs like ours are often kids' only physical activity in a day. Additionally, the programming is rooted in sports-based youth development philosophies, helping kids develop SEL skills through athletics. Our staff mentors deliberately teach soft skills like leadership, teamwork, resilience, determination, confidence, accountability, respect, and work ethic through all our sports activities. Activities include competitive sports, recreational sports, nutrition, and gardening.

2. **Academic Readiness:** We combine immediate homework help and tutoring with long-term positive habit formation, like time management, to help our students develop learning skills needed to thrive throughout their schooling. This support helps improve students' homework completion, credit recovery [for 9th grade], increase their understanding of the homework content, and enhance school-day learning through academic enrichment activities that support standards-aligned English, math, and science learning. As a school-based program, OMI ASP can communicate regularly with school-day teachers and administrators in order to target and guide our development of after-school training, curricula, and projects. Through these strategies, we help youth develop skills that improve their readiness for lifelong learning.

3. **Career Exploration Experiences:** This component solidifies connections between students' academic work, their passions, and possible career paths through field trips to colleges and work sites, job-shadowing, informational interviews, resume workshops, and mentors that help students define and develop their career goals. Many professionals in the community provide career mentoring for our youth, and typically have similar upbringings to HOTE students, which allows them to serve as excellent role models to help our students see themselves in these future careers. Through workplace visits, role-playing, interviews with guest speakers, and educational workshops, students learn appropriate workplace behavior. Additionally, students practice drafting a resume and interviewing for jobs, conducting meetings, making presentations, basic phone and written communication, and many more skills not taught at school or at home. Our career exploration curriculum also supports our student's development of critical workplace soft skills such as teamwork, problem-solving, communication, and how to keep a growth mindset. We help students understand that these skills are just as important as the more tangible hard skills and academic knowledge that bolsters a resume; soft skills are what will allow them to not just obtain a job, but to retain that job and turn it into a career.

5. **Visual & Performing Arts:** This component plays a vital role in helping our youth self-express, gain confidence, build empathy, and explore social justice, race, and equity. Art serves as an outlet for emotion, helping students process both positive and

negative events in their lives. HOTE also teaches students how to use art to use creative expression to present their thoughts and feelings to others. Students can develop skills in areas they are passionate about in a safe, supportive environment. Students have the opportunity to participate in classes around design, fashion, music, drama/theater, graphic arts, photography, and mural art.

We give youth access to valuable after-school programming that puts them on equal footing with their peers and sets them up for long-term success.

## **4—Youth Voice and Leadership**

*Describe how the program will provide opportunities for students to engage in youth voice and leadership.*

Middle school age kids are big enough to walk home, so they vote with their feet—if a program is not relevant, effective, or engaging, they will not participate. With this in mind, we do two key things to get them involved: 1) Ask our students what programming they want and need, and then design our programs around their input and requests. 2) Actively market our programs to students.

OMI ASP staff administers surveys in the first and last two weeks of the program year and sends the results to the Program Development team. The Program Development team compiles, cleans, and analyzes the data. They then provide actionable, data-informed feedback to chapters and sites, which chapters use to inform and improve programs going forward. Each summer, pre- and post-survey data is analyzed to examine both group and individual-level changes, as well as provide an end-of-year snapshot of student strengths and areas of growth.

OMI's core pillar is leadership. Cadets earn ranks and are provided opportunities to lead peer programs to develop their leadership skills. OMI ASP participants to serve as student leaders and mentors to new students of the program. These student leaders provide new students with insights on how to navigate through the activities and they also share their previous experience of the program to help new students overcome hurdles.

Student choice is a crucial component of our program as this allows students to manage their time and explore different fields of interest. This is reflected in the Activity Station model in which students are given the opportunity to choose amongst diverse indoor and outdoor sports and art activities and our most recent shift away from the dominate STEM programming, which cadets increasingly expressed less interest in.

## **5—Healthy Choices and Behaviors**

*Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.*

Oakland Military Institute (OMI) College Preparatory Academy is committed to providing a school environment that promotes and protects children's health, well-being, and ability to learn by supporting healthy eating and physical activity. In order to equip our students with the motivation and confidence necessary to alter their existing habits and make healthier choices, OMIO ASP provides children with regular access to structured physical activity and nutrition education. Activities include competitive sports, recreational sports, nutrition, and gardening.

In keeping with the school wellness plan, there shall be no foods or beverages sold individually outside the reimbursable school meal programs (including those sold through a la carte [snack] lines, vending machines, and student stores, or fundraising activities) during the school day, or through programs for students after the school day. In the event that these items may be added in the future, they shall meet the applicable Smart Snacks in School nutrition and the CDE competitive food and beverage standards.

OMI aims to not use foods or beverages, especially those that do not meet the nutrition standards for foods and beverages sold individually (above), as rewards for academic performance or good behavior, and will not withhold food or beverages (including food served through school meals) as a punishment.

OMI aims to limit celebrations that involve food during the after school program to no more than one party per class per month. Each party should include no more than one food or beverage that does not meet nutrition standards for foods and beverages sold individually (above). Foods and beverages offered or sold at school-sponsored events outside the school day (at least 30-minutes after school dismissal) may not be subject to these restrictions.

Participating students will receive 30-60 minutes of daily activity. Toward that end, opportunities for physical activity will be incorporated into other subject lessons; classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate; and physical activity will not be used as a reward or punishment but will be encouraged by staff and the school environment.

In order to equip our students with the motivation and confidence necessary to alter their existing habits and make healthier choices, OMI ASP provides children with regular access to structured physical activity and relevant nutrition education through our health and wellness programming. This programming gives youth the opportunity to participate in high-quality activities that are often inaccessible to low-income families. Programs are offered throughout the school year, and are supplemented with events such as inter-school sports tournaments, field trips, family engagement activities, and end-of-semester showcases.

Our health and wellness programming also integrates academic and social-emotional development aspects into our athletics, creating an exciting environment for learning and growing. In addition to weaving academic elements into our sports programming, the academic element is supported by the holistic nature of our overall programming. Enrichment and fitness activities often serve as an incentive for kids that are struggling academically: because OMI ASP does not offer drop-in programs, kids who want to play sports and participate in our enrichment activities must also attend the academic component of each day's programming. Furthermore, students must attend the school day in order to attend ASP, so our programs even boost school-day attendance.

To help our students get on track to live healthy, active lives, OMI offers the following components in our Sports and Intramurals Programming:

- Organized, Active Play: Every day, OMI ASP offers a diverse range of physical activity, including basketball, dance, soccer, flag football, volleyball, and more. Our wide variety of physical activities are designed to help all our students become active and engaged, regardless of physical ability or competitive drive. Some of these activities are organized into highly competitive intramural leagues for team sports that culminate in tournaments, whereas others are more focused on merely introducing youth to new forms of active play.
- Nutritional Education: We offer nutrition classes that show students how to give their diets 'makeovers' by helping them understand how to eliminate poor food choices or substitute them with healthier options. HOTE provides opportunities for students to share what they learn with their families through take-home recipes or family engagement nights, extending healthy eating practices to the wider communities we serve.
- Social-Emotional Learning (SEL): Our Sports and Intramurals programming is rooted in sports-based youth development, helping kids develop SEL skills through sport. We deliberately teach soft skills like leadership, teamwork, resilience, determination, confidence, respect, and work ethic through all of our sports activities. Our athletic programming also works to engender a growth mindset in all our students; a growth mindset is the belief that the ability and competence to grow comes through perseverance and consistent effort over time. Achieving this view helps youth view life's failures not as a reflection of their abilities, but as challenges to be overcome.

The daily snack at OMI contains full servings of any three of the following four food components:

- Fluid milk;
- Protein;
- Fruit, vegetable, or 100% juice; and
- Grain or bread product.



## 6—Diversity, Access, and Equity

*Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.*

Our work and purpose at OMI ASP is to elevate the achievement of and increase opportunities for all students. OMI is a Title 1 school receiving universal services. We are situated in a high-poverty, under-resourced community and are attended almost exclusively by youth of color, many of whom are recent immigrants or children of immigrants.

We can only help our students responsibly and effectively if we are doing our own internal work as an organization. This work entails fully understanding the systemic challenges that our students face; reflecting on how our identities and experiences shape our ideas, perspectives and beliefs; and building an organization in which an OMI student can one day be the CEO.

To that end, we have launched the first phase of an organization-wide Diversity, Equity and Inclusion initiative. We are looking internally at our structures, systems, policies and practices to understand the current state of the organization and define our desired future state. Ultimately, we believe this effort will lead to better outcomes in the communities we serve.

For us, Diversity means we are committed to establishing and maintaining a safe, positive and nurturing environment that reflects the perspectives, values, experiences and identities of the youth we serve at all levels of the organization

For us, Equity means that we understand and talk about the root causes of outcome disparities within our society and commit ourselves to actively eliminating barriers to opportunity and providing fairness, particularly of historically underserved and underrepresented groups.

For us, Inclusion means that we are committed to raising our awareness around unconscious or implicit bias within society and within our organization so that any individual can feel welcome, respected, supported and valued to fully participate.

For us, Access means that we understand and prioritize enrollment for underserved or at-risk populations. First priority for enrollment of students in the after school program shall be given to homeless youth and students identified by the program as being in foster care and second priority shall be given to middle school and junior high students who attend the program daily.

We have taken a number of important steps to create a more diverse, equitable and inclusive educational space in order to directly impact the positive, equitable experience of the youth at OMI:

- Because we believe students should see themselves and their cultures reflected by the mentors inspiring them everyday, our OMI after school program staff represents an approximate match to the demographic makeup of OMI. As an African American founded and led organization, it is fundamental to our mission.

- In partnership with OMI, our academic intervention staff includes multiple bilingual personnel [paid and volunteer], often students from nearby UC Berkeley, to work with our English Learners. The bilingual aides receive language development training from OMI's EL Program Coordinator.
- Our program coordinator works closely with the OMI ASP [After School Program] coordinator, Academic Student Group (ASGs) leads [grade level team leaders who collect data on focus students and oversee academic contracts and after school progress], academic counselors and student case managers to ensure students receive the support and accommodations necessary to fulfill Individual Education Plan goals\*. ASG grade level teams meet weekly on Wednesdays and review student progress, including attendance, behavior and progress data as provided by the ASP coordinator to the ASG leads.
- OMI's program coordinator is provided access to AERIES and Google classroom in order to monitor student progress, gather daily assignments and communicate directly with teachers and case managers.
- OMI uses its "project-based" approach to help students access their individual interests and creative genius through activities that ask them to engineer solutions to problems at home and in their community and also express artistically how they see themselves and their cultures in their communities and the world around them.
- OMI offers a variety of intramural activity opportunities in response to student interests and accessibility needs from soccer, basketball and volleyball to badminton, kickball, modified indoor sports, e-sports and board games.

While it goes without saying, in accordance with Federal civil rights law, regulations and policies, Oakland Military Institute offices, and employees do not discriminate based on race, color, national origin, sex, disability, or age.

## **7—Quality Staff**

*Describe how the program will provide opportunities for students to engage with quality staff.*

OMI seeks to educate staff on health and safety practices that will reduce the number of injuries and illnesses to themselves and to others. OMI endeavors to:

- Train staff in effective safety and health practices.
- Encourage safety and health rules and require employees to comply with these rules as a condition of employment.
- Provide safety and health hazards training.
- Investigate and report every accident promptly and thoroughly, and subsequently correct the problem to prevent future accidents.

The program has established minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise students meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district.

The OMI ASP Coordinator will work closely with the OMI Human Resources, Programs, and Evaluations team to develop strategies to improve hiring. We will establish university partnerships that can serve as talent pipelines and develop hiring strategies that attract the highest quality staff in these difficult-to-fill part-time jobs. OMI has increasingly been using a “grow your own” strategy of recruitment and hiring more alumni, family members and military partners to develop their pathway in education. Examples of retention strategies include developing more intentional promotional bands and career pathways and increasing access to training.

Staff are required to work cooperatively and collaboratively with school district staff, program staff, parents, and community leaders. OMI strongly prefers staff to have previous familiarity with quality criteria for after school programs, youth development principles, and middle school aged youth. All OMI staff must review and fill out the following documents: Emergency Contact Form, Whistleblower Policy, Social Media Policy, Child Abuse Reporting Policy, Conduct Policy for Adult/Student Interactions, Computer Tech Policy, Employee Privacy and Confidentiality Agreement, Family Educational Rights and Privacy Act, State Background check, and the OMI Employee Handbook.

Next, all program staff employed by OMI participate in a one-day orientation and ongoing professional development to build shared skills, language, and understanding of OMI policies. When a new staff member is assigned to the school site, they initially observe a more senior staff member performing similar duties. Once they take charge of their own class or activity, staff receive regular coaching in real time from their supervisor. This coaching consists of four parts: Modeling, Side-by-Side Coaching, Formal Observation, and Action Planning. This process is cyclical and repeats every month for every employee. Throughout the year, program staff participate in formal training sessions outside of program time. Staff development days, school breaks, or program closures can be leveraged for such training. Usually one all-day session occurs in the fall and winter.

Training topics may vary, but often include:

- Working with Children and Youth
- Behavior Guidance
- Job Readiness
- Serving Older Youth
- Social-Emotional Learning and Character Development
- Delivering Quality Programs
- Supporting Academic Programming

- English Language Development
- Equity and Inclusion

#### OMI ASP Positions:

- **Program Manager:** The Program Manager reports to and works closely with the Principal, The Student Success Center Coordinator, lead intervention teacher, security, Cadre ASP lead, food services and program aides. General responsibilities include overall program management and leadership, and the strategic development, growth, and monitoring of all school sites for a given city/chapter. The Program Manager also works with the Student Success Center Coordinators to build and implement best-in-class systems, processes, procedures, and tools to support site level operations, hiring of staff, development of overall program quality, and management of program partners and stakeholders.
- **Cadet Success Center Coordinator:** The Site Program Coordinator oversees the Cadet Success Center and all academic supports, tutors and lead teachers. He/she supervises and supports a combination of paraprofessional, college-aged staff and certified school day teachers, works in conjunction with school day administration to offer responsive programming based on student interest and core day needs and initiatives, ensures alignment with core day academic goals, and preserves the organizational mission in programming aspects. The Site Program Coordinator also oversees program staff management (i.e., coaching, professional development, and training).
- **Lead Teacher:** The Lead Teacher and Program Aides are part time positions (5-15 hours per day). Reporting to the Site Coordinator, Lead Teacher and Program Aides are responsible for developing lesson plans, managing classrooms, ensuring the safety of students, and facilitating daily implementation of each program. Programs may include, but are not limited to: Sports, STEM, Coding, Cooking & Nutrition, Outdoor Education, DJ/Music Production, Dance, Photography, and Creative Arts

Lastly, Independent Consultants and employees of partner organizations may be utilized for instruction if doing so is in the best interest of program quality for students. For any such individuals who will have access to or interaction with children, a background check is required.

Background checks may include, but are not limited to:

- Multi-State criminal background checks
- Federal Bureau of Investigation (FBI) history checks
- Sex offender registry checks
- Social security validation
- Prior employment verification
- Personal and Professional References
- Educational Verification
- The following additional searches will be required if applicable to the service provided: Motor Vehicle, Credit History

Any individuals who have criminal convictions that suggest that they could pose a threat to the health and safety of children may not be assigned to a school site if such assignment would involve access to or interaction with children.

All Contractors are required to complete a set of Safe Schools training courses at <http://afterschoolallstars.ca.safeschools.com/login>. Contractors must sign off on the Program Partner Safe and Healthy Acknowledgement form. Contractors are required to complete the training before interacting with students.

## **8—Clear Vision, Mission, and Purpose**

*Describe the program’s clear vision, mission, and purpose.*

When you think of your educational journey, your experience in an institutionalized setting will likely immediately come to mind. From early learning to middle school, then high school, and — for many — college or post-graduate training, we are primarily familiar with education through the classroom. However, when that portion of the school day ends, a new one begins — the pursuit of lifelong learning. While we garner much from a classroom, that is only one piece of the learning pie. The remainder of the pie combines what we do outside of the classroom. That, in many ways, is where curiosity and a thirst for knowledge come into play, but unfortunately for the vast majority of urban youth, they are not provided the ready access to explore a variety of topics and interest areas outside of the CA Standards. This is where we are positioning our OMI ASP - the time to develop the well rounded Renaissance Cadets with interests in the arts, sports, technology, community services and social action.

Being a Renaissance person means that your interests and talents are varied. Renaissance people, also known as “polymaths,” spend lots of time making sure they stay well rounded. As the curriculum is increasingly digital and our STEM pathways grow within our academic day [powered by the Golden State Pathways Grant], it’s critical to ensure our cadets tap their creative, curious selves after school. In order to be a true Renaissance person, cadets are exposed to academic, pop culture, and political topics, stay fit and active, and embrace their creative sides.

Program Goals:

Keyboarding and computer applications:

- Home Row Keys
- Top Row Keys
- Bottom Row Keys
- "Problem" Keys
- Words and Paragraphs

- Timed Typing Games and Assessments
- Google suite

#### Arts and Crafts

- Sculpture
- Found art and found poetry
- Sketch and drawing
- Multi-media: Pastels, pen & ink, charcoal, watercolors, acrylics
- Digital design
- Cultural expression and artifacts; costumes

#### Cultural wheel

- Principles of cooking and cultural foods
- Music appreciation
- Music composition
- Intro to world languages
- Ethnography; videography
- Film appreciation

#### Health, fitness and sports

- Yoga, stretching, mindfulness
- Cardio fitness
- Sports wheel - basketball, volleyball, flag football, soccer, hockey, dodge ball

The after-school hours provide a uniquely creative and entrepreneurial time in the field of public education. OMI gives its students a safe-haven during the “danger zone” hours of 2:30-5:30 when youth violence, drug use and other delinquent behaviors are most likely to occur. It is a time when staff can deeply connect with students, incorporate innovative curricula and equip them with skills, relationships and experiences needed to succeed in school, college, the workforce, and life.

OMI ASP serves low-income schools to serve the students most in need, which matches OMI's demographics and the Northwest Oakland community it serves. Oakland schools are disproportionately under-resourced, offering limited opportunities for the diverse enrichment and experiential learning opportunities that power creative thinking and build social-emotional skills. Emerging from the pandemic, OMI struggles to offer students consistent access to necessary supports, including academic interventions, counseling, and family educational resources. OMI ASP fills these gaps during after school hours.

Of the students we serve at OMI, 97% are youth of color, and 84% qualify for the Federal Free and Reduced Meal Program, an indicator of household poverty. OMI serves communities like this because we believe that all children deserve equal opportunities to explore their interests and develop their strengths. The programs provided by OMI ASP would otherwise be out of reach for the families we serve, as a single extracurricular activity can cost up to \$600 per year.

Yet these experiences are critical to youth development, as studies have shown that the skills, habits, connections and knowledge kids develop through extracurricular activities help them gain self-esteem and resilience and decrease the likelihood they will engage in risky behavior (Wong, 2015). Extended studies programs ensure that all students are given equal chances to grow and thrive.

OMI ASP goals for our students are the same that we have for our own children; for them to grow up safe and healthy, graduate high school and go on to college, find careers they love, and give back to their communities. We track our progress toward these goals by examining the following objectives and outcomes:

- Objective 1: Students will be academically engaged with high self-efficacy
  - Outcome: 70% of participants will agree that they can do well in school even if it's challenging
- Objective 2: Students engage in daily moderate to vigorous physical activity
  - Outcome: 70% of participants will engage in 1 hour of moderate to vigorous physical activity an average of 3 times per week
- Objective 3: Students will develop career aspirations thru speakers from different career fields
  - Outcome: 70% of participants will demonstrate confidence in their ability to understand and navigate career pathways
- Objective 4: Students will view themselves as leaders and agents of change thru business related challenges
  - Outcome: 70% of participants will agree they can make a positive difference in their community

We measure success against these outcomes using three primary data sources: pre- and post-student surveys.

- Pre- and Post- Student Surveys provide actionable, data-informed feedback to school sites to inform and improve programs going forward. Each summer, pre- and post-survey data is analyzed to examine both group and individual-level changes, as well as provide an end-of-year snapshot of student strengths and areas of growth. We similarly engage other stakeholders through post-surveys of school administrators, staff, families, and partners.

## 9—Collaborative Partnerships

*Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.*

Finding the right instructors for every in-demand area of content can be a challenge. It can also be unrealistic to think that a school or community-based organization can achieve high quality instruction across every discipline. To be comprehensive contrasts with specialization. While we believe we offer high-quality expanded learning programs, we partner with other agencies and independent contractors to achieve our goals. We do not simply contract out our work however. Doing so can result in poor quality programming because even though instructors have subject specific knowledge, they do not have established relationships in the school community. Instead we pair instructors from partner agencies with OMI staff who can provide a consistent relationship with students and a strong understanding of site level policies and procedures. Some of the agencies we currently partner with include:

- Finance Fridays: Finance Friday is an educational platform dedicated to teaching the masses about entrepreneurship, business and finances from a Black perspective. This perspective necessitates a communal approach to growing wealth as opposed to the mainstream understanding that focuses on the individual.
- Tribe Dance Crew: Tribe Crew was founded by Stuck Sanders and co-founded by Alee Martinez in late 2015, with the goal of simply creating a safe space for their community to dig deeper into the movement and different styles behind Hip Hop street dance and choreography. They began to explore the World of Dance competitions, battles, and performances to gain not only experience but a sense of teamwork and togetherness.
- Oakland A's: The Oakland Athletics are an American professional baseball team based in Oakland, California. The Athletics compete in Major League Baseball as a member club of the American League West division. The team plays its home games at the Oakland Coliseum. HOTE has partnered with the Oakland A's to provide opportunities for the ASP students to watch and participate in baseball games at the Oakland Coliseum.
- National Society of Black Engineers (NSBE): NSBE is an International Organization with collegiate and professional chapters across the country, as well as in Africa. We collaborate with local Bay Area NSBE chapters to provide mentors, guest speakers, and corporate support from internal company NSBE Chapters. The organization's goal is to help over 10,000 Black Engineers graduate by 2035.



In the future, OMI hopes to partner more extensively with more innovative organizations. We have two primary targets for partnership:

- Peer Health Exchange: Peer Health Exchange partners with high schools that share our belief that health education is fundamental to a young person's success. As an organization committed to advancing health equity, Peer Health Exchange works with under-resourced high schools where the majority of students are living in poverty. These schools partner with Peer Health Exchange to supplement or provide their health education program. PHE Mission: *Every young person deserves a healthy, happy life—We believe in a world where every young person has full access and every opportunity to a healthy, happy life. To make this a reality, we commit to a pro-liberation approach while working alongside the young people we serve to dismantle unequal power structures that hurt us all, but especially those with marginalized identities.*
- Cal Guard Counter Drug Task Force - CDTF civil operations specialists work with the state High Intensity Drug Trafficking Areas (HIDTA) and community coalitions to support drug prevention efforts that reduce the damaging effects of substance misuse in California neighborhoods. Civil operations efforts include support to the D.A.R.E program, Red Ribbon Week, and the Drug-Free Communities program.

## 10—Continuous Quality Improvement

*Describe the program's Continuous Quality Improvement plan.*

HOTE has undergone a strategic review of our impact and arrived at a plan for the next three years that focuses on deepening our organization's efficacy via increased investments in our ability to design, deliver, and evaluate quality programs for youth. In particular, we are targeting the following issues: High frontline staff turnover; inconsistent curriculum quality; and too heavy of a focus on activities that students are completing, rather than a focus on the impact that those activities are having on our students. This initiative, focuses on three key goals:

- Decrease line staff turnover via staff recruitment and retention strategies
- Improve content delivery via additional high-quality curricula and increased instructional support for line staff
- Deepen focus on youth competency (internal attribute development) and mastery (knowledge/skill gain) through programs and assessment

Corresponding strategies for these three key goals are described below:

- Recruitment and retention: Previously described in section 7: Quality Staff
  
- Improve Content Delivery: As a part of our strategy, we will work with the core HOTE Curriculum Development Team to enhance and expand our curriculum. The HOTE Curriculum Development Team will draw data and best practices from the HOTE network to help the HOTE Bay Area team assess and improve our existing curriculum. This effort will go hand-in-hand with increased instructional coaching at the implementation staff level. We will also improve content delivery through the continuation of our (Continuous Training Program)CTP efforts.
  
- Deepening Focus on Youth Competency and Mastery: Alongside the roll-out of the above-mentioned additional program curricula, HOTE will begin piloting the use of enhanced program assessment measures to reflect a shift toward competency (internal attribute development) and mastery (knowledge/skill gain) in our programming. Historically, HOTE has focused on measuring student self-perception of growth and development at two points in time, the beginning and end of the school year, via our pre- and post- program surveys. As part of the initiative, HOTE intends to modify the frequency of our program assessments, as well as what we assess. We will pilot the use of class-level assessments, in addition to our annual pre- and post-surveys, to measure the impact of individual HOTE courses within our comprehensive after school program model. Via the pilot, each HOTE class will be tied to assessments and programmatic objectives. We will assess the knowledge and skills gained by students, as well as measure which content, training, and instructional practices are most effective. By tying competency and mastery skill development to individual teachers and curricula, we can determine what works, and in which contexts, and adjust in close-to-real-time throughout the school year to ensure we are constantly improving our programming and best serving our students.

WHAT IS CTP?

**Continuous Training Program [CTP]** is a crucial aspect of being part of the Hands On Technology (HOTE) team. This program cultivates the HOTE culture of excellence in teaching. This is HOTE's way of supporting teacher readiness and continuous teaching improvement.

When does CTP happen?

- The technical training of CTP happens bi-monthly.
- Schedule of technical training for CTP will be announced prior to implementation. We will have paid synchronous and asynchronous technical training.
- The pedagogy aspect of CTP will happen continuously as the program rolls out. The program coordinator will regularly conduct observation days in which she will sit in and observe classes. A performance evaluation guide will be used during these observations. At the end of the month, the program coordinator will sit with the teacher observed to process observation notes and set goals.

What is the content of the CTP?

- Technical Content
  - CTP Training Checklist - Each member of the HOTE team will accomplish training modules as the year progresses. Deadlines for this will be personalized to ensure efficiency and ownership of professional development goals.
  
- Pedagogy
  - Part of CTP is supporting all our teachers in being better teachers in and out of the classroom. This is the part of CTP that covers topics such as classroom management, reflective teaching, behavior management, teaching the adolescent age, and the like.
  
  - Performance Evaluation Guide - Details of this document comes from the Program Coordinator's observation of teachers' performance during HOTE programs (ASP, Summer Camps, etc)
  
  - Performance Goals - Based on discussed observation notes, the Program Coordinator and the teacher will set specific performance goals that will be discussed thoroughly as the program rolls out.

What materials will be used for the CTP?

- Reading materials, STEAM supplies, and videos will be given to all participants of CTP.

What is expected of participants of the CTP?

- Deliverables will be expected from all participants of the CTP. This may be in the form of a performance task to be accomplished and documented.

## **11—Program Management**

*Describe the plan for program management.*

The Oakland Military Institute College Preparatory Academy (OMI) and Hands-On Technology Education (HOTE) share a mission to provide OMI students with a free, comprehensive after-school program that keeps them safe and helps them succeed in school and life; including academics, leadership, citizenship, and athletics. As such, we are committed to ensuring program funds are used to further that mission. OMI and HOTE are committed to meeting all California Education Code Certified Assurances for the After School Education and Safety Program.

The after school program at OMI will run from the moment the school bell rings until 6:00 pm every school day. There is a minimum of one Teaching Staff for every twenty students (1:20 ratio) with at least four (4) staff members always onsite during any HOTE program. Included are credentialed teachers from the regular school day responsible for providing academic support. Additional staff is hired from local colleges, universities, and youth centers. A site coordinator oversees programming at each HOTE site, serving as the daily point of contact for program quality, curriculum, lesson plans, class selections, observations and assessments, and

relationship maintenance with teachers, parents/guardians, school day leadership, and administration.

Hands-On Technology Education utilizes paid staff who are properly screened using FBI and Department of Justice background checks and other required clearances as mandated by local school districts. The program structure includes up to one hour of academic support followed by enrichment activities that are featured under our comprehensive program model including:

- Health, Fitness, and SEL Programming
- Career Exploration Programs and Experiences
- STEM-based Programs and Activities
- The Visual and Performing Arts
- Academic Readiness Programs and Initiatives

Specific offerings, based primarily on local student interests, vary in response to the uniqueness of each student population. Our comprehensive program structure also provides youth with a nutritious snack provided by the U.S. Department of Agriculture's Free and Reduced-Price Meal Programs.

HOTE maintains General Liability Insurance, Excess Liability Insurance including Owned and Non-Owned Auto, Excess Medical Insurance, D&O Insurance, Property and Inland Marine Insurance.

In addition to local program staff (Program Leaders, Site Coordinators, Program Managers, and the Program or Executive Director), HOTE Bay Area benefits from support from a wide range of national positions:

- **President/National Network:** The President of the National network works in conjunction with the VP of Programs to ensure program quality, collaboration, growth and sustainability amongst all HOTE chapters. This position is also responsible for national advocacy work on behalf of HOTE and the overall after-school education movement.
- **Vice President of Programs:** The VP of Programs supports the HOTE staff and chapters in the areas of program development, curriculum, training, and partnership building. Specific responsibilities include providing professional development, technical assistance, and program oversight across the HOTE network, and to create programming. The VP of Programs also replicates and provides high quality curricula materials and related training opportunities to ensure program quality and consistency across the network.
- **National Director of Curriculum and Training:** The National Director of Curriculum and Training (NDCT) is a key member of the National Programs Team with responsibilities in

training, coaching, content creation and adoption, and resource development. Reporting to the VP of Programs, the NDCT also works closely with the Research and Evaluation Division to continue the adoption and implementation of the Youth Program Quality Intervention.

- **Talent and Recruitment Manager:** The Manager of Talent and Recruiting (MTR) is a key member of the National Programs Team with responsibilities in recruiting, human resources, and partnerships. Reporting to the VP of Programs, the MTR works closely with the national HR team and chapter and regional leadership in developing strategy and providing training and resources in recruitment, onboarding, and retention of high quality part-time program staff. The MTR also ensures the proper implementation of HR and risk management policies across the HOTE network.
- **Lead Content Developer:** The Lead Content Developer (LCD) provides expertise, leadership, and training support in writing, testing, and adapting curriculum and lesson planning frameworks for the HOTE network. The LCD leverages the HOTE community of practitioners, site leads, instructional coaches, and other chapter level staff to provide feedback to continuously improve teaching and learning resources developed by the program division.
- **Manager of Training and Talent Development:** The Manager of Training and Talent Development (MTTD) works closely with the Director of Curriculum and Training and the Sr. Director of Talent Development to develop a training program and library that is aligned across all staff levels and integrates both Program and Human Resources objectives. The position also develops and delivers training across the organization on a broad array of topics including but not limited to program pilots and objectives, organizational culture, leadership development, and performance management.
- **National Program Division Assistant:** The National Program Assistant provides administrative, logistical, and communication support for the National Program Division and ensures efficient and smooth day-to-day operation of the National Program Division.

This Program Plan has been developed through a partnership between HOTE Bay Area and OMI through many planning discussions with the school administrators and our own continuous quality improvement efforts. The plan will be reviewed no less than annually. HOTE will invoice OMI for reimbursable expenses monthly and provide attendance data and quarterly. OMI will maintain responsibility for other reporting requirements as appropriate.

Local match funding is a mix of direct investment from the school's general fund, federal reimbursement, and state supplemental funding. The school provides the facility and the reimbursable snack daily. Based on historical data, OMI should be able to match of no less than

\$50,000 annually to support the operational costs of HOTE's after school program. In the 2022 fiscal year OMI contributed the following to match the HOTE grant:

Source	Category	In-Kind Amount
Oakland Military Institute [OMI]	Facilities	\$16,000
Oakland Military Institute [OMI]	Classified Salaries [security/tutors]	\$19,200
Oakland Military Institute [OMI]	Certificated Salaries [teachers]	\$15,000
Federal Reimbursement	Snack Expense	\$6,400
Oakland Military Institute [OMI]	Administrative Costs [accounting, personnel]	\$3,000
		<b>Total \$59,600</b>

Attendance Tracking is another essential element of Program Management HOTE excels at. We use Sawyer Tools as our student information system. It creates an automatic rosters that allow instructors and staff to quickly see their students at-a-glance, charge for add-ons, and track attendance. Plus, take advantage of flexible tools like email messaging, automatic class reminders, contactless check-in, and printable class rosters. Individual student records are maintained in physical files and on Sawyer. Daily attendance, organized by group, is maintained in physical files and on Sawyer. We are confident we can meet any attendance target moving

forward. Our sign in and sign out procedures are effective at tracking attendance, while maintaining a closed campus, and ensuring student safety. In collaboration with OMI, a scan-in and scan-out system is also in place to ensure that all students are accounted for throughout the After-School Program.

HOTE maintains a consistent and compliant Early Release Policy at OMI.

## **12—Sustainability**

*Describe the possible partnerships and funding sources, a schedule for revisiting the sustainability plan, and who is responsible for resource development.*

HOTE operations are particularly sustainable due to our structure: we are a local chapter of a central network. We operate under the central organization, while retaining local staff, operating budget, leadership, and board. The core HOTE team offers a wealth of expertise in program implementation, evaluation, fundraising, and office operations. Under this structure, HOTE can concentrate on running effective programs and building strong community partnerships. Our operations are also sustained by collaborations with schools. We operate directly from school sites, enabling our programs to leverage resources like supplies, meeting space, and school-day staff. Through these partnerships, HOTE can operate efficiently with low overhead. HOTE ensures the long-term sustainability and financial viability of our operations through: 1) Continually cultivating a pool of strategically aligned donors (corporate, foundation, individual, and event revenue streams); 2) Building a group of core, sustaining partners, with a focus on multi-year commitments and long-term funding relationships; 3) Engaging new corporate and foundation funders to expand our revenue base.

This sustainability plan is revisited every year and measured every quarter. In 2023, OMI and HOTE will pursue funding from OFCY, mentioned in Section 9: Collaborative Partnerships. An OFCY matching grant would ensure that program funding is supported by at least one sustainable local government grant in addition to ASES. We would continue to pursue a portfolio of small restricted and unrestricted grants and contributions as well.

# Coversheet

## Cadet Handbook

**Section:** VI. Information/Discussion Items  
**Item:** E. Cadet Handbook  
**Purpose:**  
**Submitted by:**  
**Related Material:** Cadet Guide.pdf

**BACKGROUND:**

A condensed policy guide for cadets intended to better communicate rules of OMI.





# **CADET GUIDE**

## **School Year 2024-2025**

Revised June 2024

**Purpose:** The purpose of this guide is to provide direction and a framework for Cadets regarding school matters while attending the Oakland Military Institute. It is an expectation that all Cadets read, understand and follow all rules and guidelines written in this guide.

**Chapter 1 – Introduction**

**Chapter 2 – Academics & Attendance**

**Chapter 3 – Military Science/ Cadet Expectations**

**Chapter 4- Athletics**

**Chapter 5 – Annual Notice of General School Programs and Policies COMMUNITY**

## **Chapter 1 – Introduction**

### **OMI ACADEMY ADMINISTRATION**

Dr. Mary Streshly .....Superintendent  
CMSgt (CA) Thomas James.....Commandant

### **OMI MISSION STATEMENT**

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

### **OMI CADET CODE OF HONOR**

“A CADET WILL NOT LIE, CHEAT, OR STEAL, OR TOLERATE THOSE WHO DO”

At OMI, Cadets learn and behave by a code of conduct that will serve them well during their time at the school and long after they have graduated. It is simple, and should govern everything Cadets do both on and off campus. Violating the Cadet code will lead to disciplinary action and possible dismissal from the Oakland Military Institute, under education code 47605.

**TO BE RESPECTFUL** is to honor the fundamental infinite dignity and worth of each individual. It means to treat oneself, others, and the property of others the way we would like to be treated. Respect is at the heart of the golden rule, “Do unto others as you would have done unto you.” Cadets do not engage in physical, verbal, or emotional abuse of others. This includes peers, school staff, and members of the community. They do not bully, harass, or intimidate others. They keep their environment clean and free from vandalism.

**TO LIE** is to make an untrue statement, intending to deceive or produce a false impression. The statement can be oral, written or implied by action. Making a statement that is only half-true, or attempting to give a false impression by leaving out pertinent information is lying.

**TO CHEAT** is to attempt or to aid in an attempt to gain unfair advantage over others. For instance, using the work of another person as your own is cheating. Likewise, allowing someone else to claim your work as theirs is another form of cheating.

**TO STEAL** is to knowingly take a property or service, temporarily or permanently, without consent. Taking or borrowing without permission is stealing.

**TO TOLERATE** is to ignore the dishonorable actions of other Cadets. A Cadet who knows that another cadet violated the Honor Code has an obligation to report it. A Cadet who sees another Cadet be disrespectful, lie, cheat or steal and does not report the incident has violated the honor code.

### **NONDISCRIMINATION STATEMENT**

OMI does not discriminate against any student or employee on the basis of actual or perceived disability, pregnancy, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation.

OMI adheres to all provisions of federal law related to Cadets with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”).

OMI is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX (sex), Title VI (race, color, or national origin), and Section 504 and Title II of the ADA. The School prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The School does not condone or tolerate harassment of any type, including bullying, discrimination or intimidation, by any employee, independent contractor or other person with which the charter school does business, or any other individual, student, or volunteer. This applies to all employees, Cadets, or volunteers and relationships, regardless of position or gender. The School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in the above section should be directed to the OMI Uniform Complaint Procedures (“UCP”) Compliance Officer:

**Commandant CMSgt (CA) Thomas L. James**  
**Oakland Military Institute**  
**3877 Lusk St, Oakland, CA 94608**  
**(510) 594-3942**

## **Chapter 2 – Academics & Attendance**

### **THE ACADEMIC PROGRAM AND POLICIES**

#### **Academic Courses**

See Cadet/Parent handbook for detailed information.

#### **Grades and Report Cards**

See Cadet/Parent handbook for detailed information.

#### **Academic Progress Reporting**

**Report cards** are issued 2 times a year, once at the end of each school semester as designated on the school calendar.

**Progress reports** are issued 4 times a year, approximately every six weeks. All Cadets will be issued a progress report that needs to be reviewed by the parent/guardian. The intention of progress reports is to ensure that all parents/guardians are aware of the Cadet progress. It is as important to know when a Cadet is doing well, as well as areas where improvement is needed. Please note that progress reports are mailed home. Consult the school calendar so that you know when to expect your Cadet’s progress report. If by any chance you do not receive progress reports please contact your Cadets teachers or TAC Team.

#### **Honor Roll**

Cadets are eligible for Honor Roll if they complete a semester earning a TOTAL GPA as indicated below:

Commandant’s List: GPA of 3.0-3.4

Superintendent’s List: GPA of 3.5 - 4.0 or better

**Academic Probation**

Full commitment to academics is mandatory. Cadets must try their best, pursue a standard of excellence, and ask for teacher help when needed. Any Cadet who receives an "F" at any grading period and/or has a GPA less than 2.0 may be placed on academic probation and assigned to tutoring, and will lose eligibility for extracurricular activities until grades improve.

Consequences of academic probation may include any of the following:

- Conference with the Commandant or Superintendent as requested
- Required parent – teacher conferences
- Special mentoring
- After school enrichment
- Ineligibility for participation in extracurricular activities, athletics, non-academic field trips and other activities
- Ineligibility for Cadet promotions

**Late Work Policy**

Cadets must complete homework assignments regularly. Cadets will hand in late work and miss classes for a number of reasons, some of which are legitimate. At OMI Cadets are able to submit late assignments after the original due date. After the two week window no assignments will be accepted.

**Grades 6-8: Promotion to the Next Grade Level**

See Cadet/Parent handbook for detailed information.

**Grades 9-12: Earning Credit Toward High School Graduation**

There are minimum credit requirements that Cadets must complete in order to graduate from OMI. Cadets must pass a course in order to receive credit for the course. These requirements also reflect the minimum A-G requirements that are the coursework necessary for admission into the University of California and California State University systems. The OMI high school graduation requirements are listed below.

(Passing each course with a grade of C or higher)

Required Subjects	Credits
English (10 each in Grs 9-12)	40
Math (Alg I, Alg II & Geometry w/Trig)	30
Lab Science (Physical Science and Life Science)	20
World History	10
US History	10
Government/ Economics	10
Language other than English (2 years of the same language)	20
Visual/ Performing Arts	10
Electives (e.g., Military Science, etc.)	50
Health	5
Physical Education	20
TOTAL.....	Minimum 225

**Advancement to the Next Grade Level**

See Cadet/Parent handbook for detailed information.

**High School Graduation and Senior Activities**

In order to graduate, Cadets must meet all graduation requirements previously listed within five credits of the last day of school and all required community and school service hours. In order to receive a diploma, Cadets must complete all credits by the conclusion of summer school session. Cadets must be in good academic and citizenship standing

to participate in senior activities and participate in graduation ceremonies. Cadets must successfully complete a senior thesis project, and adhere to all citizenship standards. Cadets whose academic or citizenship status indicates they are not eligible for graduation lose the privilege of participating in special senior activities such as prom, senior retreat, senior fun days, junior/senior breakfast, and participation in the graduation ceremony.

### **Dual Enrollment Course Enrollment**

See Cadet/Parent handbook for detailed information.

### **ATTENDANCE PROCEDURES AND POLICIES**

Parents are encouraged to clear only legitimate absences. A fundamental premise is that Cadets must attend class constructively and consistently to benefit from the instructional program. Accordingly, the following expectations and policies have been instituted at the Oakland Military Institute. Please read them thoroughly and review them with your son or daughter.

### **Excused Absences for Classroom Based Attendance**

See Cadet/Parent handbook for detailed information.

### **Reporting Absences and Method of Verification**

See Cadet/Parent handbook for detailed information.

### **ALL ABSENCES MUST BE CLEARED WITHIN 48 HOURS**

### **Truancies and Ditching**

Since attendance is essential to achieving success, the staff at OMI expects Cadets to attend all classes. A Cadet is considered to be “ditching” if he/she is on campus in a place other than their assigned classroom without permission during class time. A Cadet is “ditching” if he/she is off campus during class time without valid permission. Off-campus includes sidewalks adjacent to the campus, neighboring businesses, and neighboring houses.

Any time a Cadet leaves the main campus during school time, he/she must be accompanied by an adult staff member unless the cadet is in possession of written permission to leave campus.

Cadets shall be classified as truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Such Cadets shall be reported to the Superintendent or designee.

OMI will make every attempt to get Cadets to school, to include home visits with Operation Doorstep. All visits will be logged into Aeries under visitation.

State law authorizes the county district attorney to prosecute parents who do not send their school age children to school after a School Attendance Review Board (“SARB”) meeting. OMI maintains a SARB that reviews referrals regarding severe attendance problems. Cadets who are truant are NOT entitled to makeup work from the truancy.

### **Tardy Policies**

A Cadet is tardy if he or she is not in the Brigade formation at the prescribed time and/or in line or seated ready to work in class when the tardy bell rings. After thirty minutes, a cadet will be marked with an unexcused absence. When a Cadet has a legitimate excuse for being tardy (such as being with an adult staff member), the Cadet has the responsibility for having that adult write a tardy excuse on an authorized pass (not a post-it note) 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.

1-2 Tardies – Call home

3-5 Tardies: Letter Home or Parent Meeting, Lunch Detention

6+ Tardies: After-School Detention, Cadet Contract

10 Tardies: Stipulated 30-Day Contract

20 Tardies: Cadet Honor Board for Attendance Violations

30 Tardies: Student Attendance Review Board

### **Permission to Leave Campus**

See Cadet/Parent handbook for detailed information.

### **Eighteen Year-Old Cadets**

See Cadet/Parent handbook for detailed information..

### **Electronic Device Policy**

OMI is dedicated to maximizing a Cadet's academic achievement. In creating the conditions for success, OMI is an electronic device-free campus (cell phones, headphones, tablets etc.) for all Cadets. Failure to comply with OMI's electronic device/cell phone policy will result in disciplinary action, and depending on the number of offenses, it will include a mandatory parent/guardian meeting. If you need to get in contact with your child, you can call the main office at (510) 594-3900.

Electronic devices must be turned off not only during class periods, but also during passing periods, nutrition break, lunch and after school tutoring, intramural sports, assemblies, ceremonies, field trips and clubs. This includes all electronic devices and accessories (gaming devices, headphones, earbuds, etc.)

Cell phone use will be limited to before or after school to arrange transportation or scheduling.

**1st violation:** temporary confiscation of the device, to be returned at the end of the school day from a staff member in Cadet Service Center (C102).

**2nd violation:** temporary confiscation of the device, to be returned at the end of the week to the parent/guardian by OMI confiscating staff member/administrator, after a successful parent/guardian meeting with a Cadet Service Center representative.

**3rd violation:** confiscation of the device, to be returned to parent/guardian after a parent/guardian teacher conference with an administrator. Next steps to be defined during that meeting which may include not being allowed to possess electronic devices.

**Additional violations:** will lead to sanctions, including Cadets being placed on a contract which may lead to suspension or probation. Excessive violation of this policy may result in extended confiscation of cell phones for the remainder of the school year, returned by the administrator on the last day of school up to and including a possible Cadet Honor Board.

**Confiscation of Cell Phones Chain of Custody:** OMI confiscating staff member places item in provided bag/with the correct form for Cadet identification. A security or military member will take the device to the Cadet Service Center for holding.

### **Confiscation Policy**

Parents/Guardians and Cadets will be provided the policy during orientation. Parents/Guardians will be expected to acknowledge, sign and adhere to the confiscation policy.

Cadets who are not in full uniform (wearing unauthorized earrings and non-OMI clothing, hoodies, or other gear) or misuse their technology (cell phones, headphones, earbuds, charging accessories, etc.) will have those items confiscated. Phones will be placed in an envelope/bag with an identification form and secured by the confiscating OMI staff member.

Non-approved items (jewelry, and non-OMI clothing, or gear) will be confiscated at the gate before entering campus or by any member of the OMI staff at any time during the school day. ONLY one discrete religious medallion on a chain may be worn under t-shirts such that neither the chain nor medallion are visible. Non-approved items will be placed in an envelope/bag with an identification form and secured by the confiscating staff until its delivery to the student or parent/guardian depending on the violation number.

### **School Wireless Device/Chromebook Program and Acceptable Use Policy**

There are extensive details regarding the use of OMI issued Chromebooks. Please see the Cadet/Parent handbook for detailed information regarding the following:

- **Privacy and Safety**
- **Legal Propriety**
- **E-mail**
- **Chromebook Policies and Procedures**
- **Receiving Your Chromebook**
- **Taking Care of Your Chromebook**
- **General Precautions**
- **Carrying Chromebooks**
- **Screen Care**
- **Chromebook Identification**
- **Storing Your Chromebook**
- **Chromebooks Left in Unsupervised Areas**
- **Using Your Chromebook at School**

**NOTE: Chromebooks must be brought to school each day fully charged.**

#### **Chromebooks Left at Home**

If Cadets leave their Chromebook at home, they must immediately phone guardians to bring it to school. Repeat violations of this policy will result in disciplinary action.

#### **Chromebook Undergoing Repair**

Loaner Chromebooks may be issued to Cadets when they leave their Chromebooks for repair at the Technology Help Desk located in room 9A.

#### **Charging Your Chromebook**

Chromebooks must be brought to school each day in a fully charged condition. Cadets need to charge their Chromebooks each evening. Repeat violations of this policy will result in disciplinary action.

#### **Forging Notes / Calls**

Forging telephone calls, falsifying, altering or illegal possession of school forms, or the use of forged notes or excuses will be cause for immediate disciplinary action, up to and including expulsion from OMI.



## Chapter 3 – Military Science

### THE MILITARY SCIENCE PROGRAM AND POLICIES

#### **California Cadet Corps**

The California Cadet Corps was founded on April 5, 1911 by Brigadier General Edwin Alexander Forbes. It is the oldest youth leadership development program of its kind in the United States. Currently, more than 60 schools across California and 6,000 Cadets participate in this program, including OMI. OMI uses the California Cadet Corps curriculum and follows California Cadet Corps regulations. All Cadets at OMI are Cadets in the California Cadet Corps and participate in the training and activities the Corps sponsors, including a variety of outdoor education programs and training in such subjects as First Aid/CPR, map reading, drill and ceremonies, health and fitness education, character development, patriotic activities, and instruction that supports academic achievement. The California Cadet Corps headquarters conducts Annual General Inspections, and Cadets are required to participate actively in the inspection process. In addition, all Cadets are encouraged to participate in Cadet activities such as drill competitions, bivouacs (camping trips), leadership schools, Individual Major Awards (IMAs) and marksmanship competitions. OMI has a proud tradition of excellence in California Cadet Corps competitions as evidenced by the growing number of trophies, plaques, and awards in the school's main hallway trophy cases.

#### **New Recruit Orientation**

The purpose of the new recruit orientation is to provide a means by which new Recruits at OMI can better assimilate into the culture of the school. Through this orientation, new recruits develop pride in their school.

During the summer before a new recruit matriculates at OMI, he/she must successfully complete the designated summer school/camp/training process as a recruit. This process may be different for different age Cadets. The summer experience prepares new recruits in military protocols, procedures, and may include academic preparation. When a Recruit successfully completes summer camp, s/he becomes a "Cadet."

When a recruit passes their recruit to Cadet promotion test/board, they will be officially inducted into the company and receive all the uniforms of an OMI Cadet. If a recruit does not pass the test/board, they will be invited back to a future test. Such "makeup" tests are offered up to 8 weeks or 60 days after the beginning of the school year. Until recruits pass all required testing they are not permitted to attend OMI events, participate in OMI clubs/sports or engage in other extracurricular activities with Cadets. Recruits who fail to pass their test and board after three attempts or within 60 days of the beginning of the academic school year immediately preceding summer camp may be subject to dismissal from OMI.

Only after these "Recruits" have successfully joined their companies by passing the Cadet Test are they considered full-fledged members of their assigned company and authorized to wear the Cadet uniforms described below.

#### **Regimental and Battalion Organization**

OMI is the 17th Regiment of the California Cadet Corps. The Regiment has two battalions (the 49th and 50th). A, B, C, D Companies in the 49th Battalion; A, B, and C Companies in the 50th Battalion). Subordinate echelons inside the companies are and class. Each of these levels of organization has corresponding Cadet leadership positions with increasing responsibility and authority as Cadets rise in rank and experience.

Cadets are assigned to one of four companies (A, B, C, or D) when they join the Regiment. Each company has a dedicated "TAC Team", composed of two non-commissioned officers, who teach Cadet knowledge, coach, and mentor the Cadets in their company. Military cadres build relationships with their Cadets' guardians, advocate for the Cadets in their company, enforce uniform wear, lead Cadet Support Team (CST) meetings, Academic Support Groups and provide a steady presence for each Cadet.

Cadets assigned to Regimental Headquarters and to the Regimental Band are assigned to a "Headquarters and Headquarters Company". Membership in the Regimental Band is granted to Cadets who meet proficiency and

selection criteria set by the senior Band Teacher. Headquarters Cadets plan and lead Cadet military events under the supervision of the military cadre, to include bivouacs, parades and other events as assigned.

### **S-7 (Special Project/CAB)**

Founded in 2004, the Cadet Activities Board (CAB) is instrumental in all Cadet activities. In 2020 CAB was reorganized as the S-7 Special Projects Team. Cadet representatives from all grades are eligible to apply for a position in the S-7, and will lead all culture and climate events, sponsor various spirit occasions, social activities, and fundraisers for the entire student body. Middle school Cadets will have an opportunity to join the S-7 team as an extracurricular activity. The S-7 plans school dances, prom, spirit/morale activities, and performs other functions as needed to support the mission of OMI.

### **Dances and Social Events**

Cadets must be in good academic and citizenship standing in order to participate in activities. Permission to participate will be determined by the Superintendent, Commandant, or the Cadet Activities Advisor. The following rules apply to Cadet participation in dances:

1. Cadets must arrive not later than 30 minutes after the scheduled start of a dance. Cadets will not be admitted after that time unless cleared by the Cadet Activities Advisor.
2. Cadets may not leave the dance earlier than 30 minutes prior to the scheduled end of the dance.
3. Cadets must have school identification to be admitted to the dance. Guests must have a school or government issued identification card.
4. When non-OMI guests are permitted at a dance, Cadets must obtain a guest pass prior to the dance and have an administrator at the Cadet's school approve that guest's participation in the OMI dance.
5. No Cadet guests over age 18 are permitted at OMI social events without prior permission from the Commandant or Superintendent.
6. Dancing at social events must not be inappropriate in nature. OMI staff members supervising the event will be the final determinant as to whether dancing is lewd or sexually explicit.
7. OMI dances off campus require a Cadet permission slip.
8. Alcohol, tobacco, and other items generally prohibited on campus are expressly forbidden at dances, even if a guest is over age 18.
9. Cadets may not go "in and out" of the dance. Once they have entered, they may not exit the facility until 30 minutes prior to the scheduled end of the dance.
10. Specific rules for prom may be published under separate cover.
11. Only music with "clean lyrics" shall be played.
12. Cadet attire at dances must not be provocative or inappropriate. The following guidelines will apply: If a Cadet chooses to wear a uniform to the dance, the complete uniform must be worn as designed and described in the Standards for Uniforms and Appearance in the OMI Student Handbook. Cadets are not allowed to wear the following:

- No gang-affiliated clothing is to be worn

- No clothing with offensive language or design is to be worn
  - No sexually provocative or revealing clothing is to be worn
  - No undergarments will be worn as outerwear and/or will be visible
  - No clothing deemed inappropriate by school administrators and or their designee will be authorized.
- Any Cadet who violates these parameters or is deemed to be dressed inappropriately will be sent home immediately.

### **Sales/Fundraisers**

All fundraising activities must be coordinated through S-7 and/or the Cadet Activities Advisor. Cadets may not solicit or sell any items on school property without proper approval. All proceeds must be counted and deposited with the S-7 within 24 hours of the close of the fundraising activity. Cadets may submit expense reports with receipts for reimbursements after the event.

### **Senior Class Privileges**

The senior class is authorized to request privileges from the school administration: Superintendent and the Commandant. The requesters for senior privileges include the collaborative effort from the Senior TAC team, College and Career Counselor, Dual Enrollment Counselor, and assigned Senior Leaders. The Director of Cadet Services will help with academic accommodations for seniors privileges after it has been approved. Requests for privileges will be no later than 90 days before the actual event. Approved privileges will be based on the emphasis on college, career, post OMI activities, and identified senior privileges deemed by the administration. Senior privileges will include the following: college campus tours, senior sunrise, senior sunset, rush week, financial tuition and college seminars, senior off-campus celebrations, the school provided fee waivers (subject to change), study hall periods, senior fundraiser on and off-campus, Senior College Day, Senior College Selection Day, and Senior designated company location at the B Wing (College and Career) building. Any additional requests for privileges are welcomed based on the review and approval from the administration.

### **Service Awards**

In addition to school-sponsored service activities, Cadets who participate in self-selected community service projects are eligible to be nominated and considered for an award.

### **Military Courtesy**

Proper display of military courtesy is an expectation for all Cadets/recruits. Courtesy is respect for, and consideration of others. In the military, the various forms of courtesy are customary and traditional. It is important to render these courtesies correctly. Failure to show military courtesy will affect a Cadet's grade in their Military Science class. Cadets failing to display proper military courtesy are subject to consequences including demotion and denial of the opportunity for promotion.

### **Entering or Leaving an Office**

A Cadet called to report to the Superintendent, Dean, Commandant, or Cadre Supervisor office, will remove his or her hat, knock three times on the door, enter when directed, move to within two steps and center on the desk or person, hold his or her hat with the left hand (lower left arm is extended horizontally forward at the waist level, with the hat resting on upturned palm of the left hand), salute, and report. When a member of the staff, faculty or visiting adult addresses a seated Cadet, the Cadet will rise to the position of attention or parade rest while responding to the adult.

### **Community Service**

To promote service on various levels, Middle School Cadets will be required to complete a total of 20 Service Hours (10 school and 10 community) while High School Cadets will be required to complete 40 Service Hours (20 school and 20 community) for the duration of the school year. Once a Cadet has performed any type of service, they will immediately bring the documented proof to their TAC Team who will then upload it into the Community Service Tracking System. Cadets are able to complete

the required amount of service at their own pace, however half of the required amount of hours of each component must be completed by the end of each semester's grading period. The service component of a Cadet's grade, will directly impact their Military Science Grade. The Cadet Activities Board will provide various community and school service opportunities in conjunction with the Regimental Headquarters.

**School Service Defined:** School Service is defined as "service one performs to further, benefit, or enhance one's school community." With the approval and supervision of an OMI Adult Staff Member, OMI Cadets are able to earn school service (to include but not limited to) the following ways:

- Set up and/or take down of any school event
- An assigned role at any school event (running a concession stand etc.)
- Cleaning the OMI Campus on one's own time with the approval and supervision of an OMI Staff member
- Assisting in any administrative capacity (Front office, Business Office, etc.) OUTSIDE of class time
- Planning any OMI School Event with either the Cadet Activities Board or Regimental Staff (approval via the Commandant and the Student Activities Officer)
- An active and productive member of either the Regiment Leadership (to include Battalion and Company Level Staff) or the Cadet Activities Board Cadet (to include the Class Committees)
- Attending and providing a dish for the school BBQ

For tracking purposes, Cadets will fill out the Community Service Tracker and have the individual in charge of the event sign the form verifying participation. Once completed, Cadets will turn the completed sheet into their TAC Team. The TAC Team in turn, will input the information in the Cadet's grade.

**Community Service Defined:** Community Service is defined as "service one performs to further, benefit, or enhance one's community." OMI provides multiple ways for Cadets to meet their community service requirement to include parades, community events, and flag laying ceremonies. Cadets are able to earn community service (to include but not limited to) the following ways:

- Attending a parade
- Volunteering at a local animal shelter
- Volunteering to tutor fellow Cadets
- Volunteering at a local senior citizen home
- Volunteering at one's local food pantry
- Picking up trash in one's community
- Planting trees in one's community
- Serving as an active member of the Jefferson Awards

For tracking purposes, Cadets will fill out the Community Service Tracker and have the individual in charge of the event sign the form verifying participation. Once completed, Cadets will turn the completed sheet into their TAC Team. The TAC Team in turn, will input the information in the Cadet's grade.

### **Snacks**

Snacks may be eaten in designated areas during break and lunch. No food is allowed in school classrooms without the approval of an OMI Staff Member. We encourage parents to provide Cadets with healthy snacks. Gum, candy, and soda are not permitted on the OMI Campus.

### **Food Deliveries**

At any time Cadets are not authorized to have food delivered onto the school campus by any food delivery service. Parents are asked to be sensitive to this policy when delivering lunches to their Cadet(s) on an emergency basis. Cadets are only allowed to eat lunch during scheduled lunch breaks. Outside drinks such as Starbucks are not allowed on campus.

### **Field Trips and Excursions**

A field trip or excursion is defined as an authorized event in which Cadets belonging to a specific grade, Cadet staff team, club, or team leave the OMI Campus. Extending participation to other Cadets not affiliated by grade or activity is not authorized. Field trips supplement classroom learning and encourage new interests among Cadets, makes them more aware of community resources and help Cadets relate their educational experience to the outside world. Moreover, field trips are a privilege to leave campus and require Cadets to be in good standing in regards to citizenship and academics.

### **Parent Engagement**

OMI provides many ways parents can be involved in providing input and guidance on decisions made at our school. Parents are important stakeholders in our school culture. There are three active parent groups at our school; The School Site Council (SSC) and the Parent Cadet Alliance (PCA), and the English Learner Advisory Committee (ELAC). Each of these groups has several meetings throughout the school year. OMI also provides Parent Trainings based on parents interests and needs. These trainings are led by either outside contractors, military staff, Cadets, and parents. We communicate with parents about school information in a variety of ways. The primary platform we use is ParentSquare. Parents/Guardians are responsible to check their ParentSquare account on a weekly basis to find updates, upcoming events, and important messages. Parents can sign up to have alerts sent out to them personally via email, text and/or phone call.

### **Formations**

All formations take place on Leaders' Field except as otherwise directed. The following procedures will be followed:

Formations are held at the beginning of the Middle School day , and the beginning of the High School Lunch Break. Cadets should automatically begin to assemble in the formation area.

- All Cadet staff should report to the formation area immediately after FIRST CALL. This includes all squad leaders, platoon sergeants, platoon leaders, company leadership, battalion leadership, and regimental leadership.
- A Cadet arriving after the FIRST SERGEANT'S CALL has sounded will report to a tardy gathering area or, in the case of reporting after the academic periods have begun, will report to the Office to sign in and receive a stamp from the front office for a tardy stamp. All Cadets who are not present at formation and not accounted for will be reported with an unexcused absence by their Cadet leader.
- The fact that a visitor is present will not excuse any Cadet from formation, unless he/she has received written permission from the Cadre Supervisor or the Commandant. Cadets do not have the authority to excuse other Cadets from formation for any reason.
- Honors to the nation will be accomplished by Cadets assigned to raise the colors on Leaders' Field during the beginning of Middle School first period, and at the end of High School last period.

Regardless of a bugle call, when the Colors are being raised or lowered, all Cadets will stand at the position of attention, face the flag pole and salute (if indoors, Cadets will stand at the position of attention facing the flags' direction).

### **Parades or Cadet corps events Participation**

All OMI Cadets participate in at least two community parades or Cadet Corps events each year as a mandatory requirement of enrollment at OMI – ONE EACH SEMESTER. Failure to participate in at least one of these events each semester may be cause for getting an Incomplete grade for a Military Science course that semester. Cadets are expected to wear their complete dress uniform (Class B) for these events.

### **Pass in Review Participation**

OMI conducts two Pass in Review ceremonies each school year. Participation in these ceremonies is an essential part of the OMI culture. Cadets receive academic grades for their full and active participation. Part of full and active participation in the ceremony is being in the proper and complete uniform and participating in the company Esprit de Corps "shout outs," participating in the drill commands, and marching with pride (in step to the music/cadence). Cadets failing to participate actively and fully in a Pass in Review ceremony will not receive academic credit for the Pass in Review participation for the semester. In addition, Cadets are expected to remain at school once the Pass in Review is completed. It is unacceptable for Cadets to leave campus after Pass in Review, even with parent permission, unless those arrangements have been made in advance with an administrator.

### **Standards for Uniforms and Appearance Part One: Philosophy**

The OMI uniform standards are intended to further the mission of the School, to minimize disruption and promote the health, safety and welfare of all Cadets. Parents are expected to support this philosophy and are encouraged to discuss it with their TAC Team. Standards of personal appearance are integral to the success of a disciplined organization. A Cadet's refusal to comply with established grooming and uniform regulations is regarded as an act of defiance.

**1st Uniform Infraction** - documentation on Aeries parent contact, corrective action notice. (Lunch detention is issued)

**2nd Uniform Infraction** - parent contact, corrective action notice, after (Lunch detention is issued)

**3rd Uniform Infraction** - parent contact, corrective action notice, (lunch detention is issued, and parent conference is requested)

***CADET will continue to have lunch detention until the uniform infraction is corrected. Levels of discipline will be determined by the engagement with parents, and the cadets' adherence to the uniform of the day.***

OMI expects Cadets to wear the complete and proper uniform from the time they leave their homes in the morning, until the time they return to their homes after school hours, except in cases where a Cadet changes for school-sponsored athletic practices or games. As a matter of pride and integrity, Cadets are held accountable for their appearance and conduct both on and off campus when in uniform.

### **Part Two: Basic Descriptions**

The OMI Corps of Cadets has seven basic uniforms. Special Event/Spirit Uniforms will be announced and worn as determined by the OMI Cadre Supervisor and approved by OMI Commandant. If an item of clothing or accouterment is not listed in the following uniform standards, it is not authorized for wear unless approved by the Cadre Supervisor. Items not authorized for wear are subjected to confiscation by a member of the OMI Staff in accordance with the confiscation policy.

#### **Class A Uniform**

The Class A Uniform is worn by select Cadets for all formal occasions during the school year, including Pass in Reviews, Senior Ceremony/Change of Command and other times as directed. The Class A Uniform includes the Four-Button Coat, dress pants, white short or long-sleeved shirt, black four-in-hand tie or neck tab, black dress shoes, black dress belt with brass buckle and black garrison cap or acceptable headgear. Accessories worn include a plain white crew neck T-shirt, black dress socks, and appropriate undergarments. Cadets may wear an optional black skirt. Cold weather accessories (with the exception of the beanie and ear caps) are allowed as explained in this handbook.

#### **Class B Uniform**

This uniform is an item of initial issue. The Class B Uniform as issued, includes the black pants, khaki short-sleeved shirt, black dress shoes or black boots, black dress belt with brass buckle and CACC cap or acceptable headgear. Accessories worn include a plain white crew neck T-shirt, black dress socks, and appropriate undergarments. Cold weather accessories are allowed as explained in this handbook. Class B Uniform is authorized for Pass in Review depending on the weather. All Cadets will wear this uniform every Tuesday.

### **Grizzly Dress**

This uniform is an item of initial issue. Grizzly Dress is a modified dress uniform, including their black dress pants, black dress shoes or black boots, and an OMI issued polo. Other dress pants (brown, tan, gray, navy or black) are authorized as long as there are no rips or tears in the pants. Accessories worn include a plain white crew neck T-shirt, black dress socks, and appropriate undergarments. Cold weather accessories are allowed as explained in this handbook. All Cadets will wear this uniform every Wednesday and Thursday.

### **Utility Uniform**

A utility uniform (known as the Class C uniform) is occasionally issued for field activities. This uniform includes a coyote for HS or gray for MS BDU style shirt and trousers and black Cadet corps, OMI logo baseball cap, or acceptable headgear. Accessories include black colored boots with optional wear of Coyote Brown colored boots for High School Cadets only, crew length athletic socks, a black (SH) or white (MS) crew neck t-shirt, and appropriate undergarments. Class C uniform is worn by all Cadets each Monday and Friday.

### **Physical Training (PT) Uniform**

This uniform is an item of initial issue. The Physical Training (PT) Uniform is worn by Cadets going to participate in CACC events. The PT uniform includes a sweatshirt with OMI or Cadet Corps logo, and a black colored crew neck t-shirt with the CACC or OMI logo. Accessories worn include a pair of black shorts with the CACC or OMI logo, athletic running shoes, crew length all white or all black athletic socks, and appropriate undergarments. Cold weather accessories are allowed as explained in this handbook.

### **Candidate Uniform**

This uniform is an item of initial issue. The Candidate Uniform is worn by prospective Cadets who have completed all phases of the application process. It is worn during the OMI Summer Entrance Camp. Cold weather outerwear and accessories are authorized for purchase and wear by Candidates as explained in this handbook. The Candidate Uniform is composed of the following:

- OMI Summer Camp Cap (with corresponding company color)
- White t-shirt (no logos), tucked in
- Black shorts (no logos)
- Black sweatshirt (no logos)
- Black sweatpants (no logos)
- All-white or black crew-length athletic socks
- Athletic running shoes

### **Part Three: Manner of Wear**

**Class A Uniform:** Cadet Regulation 1-8 governs the proper wear of Cadet Class A Uniforms.

Class A uniforms are worn by senior Cadet leadership. For more information on the wear and appearance, please refer CR 1-8.

**Class B Uniform:** Cadet Regulation 1-8 governs the proper wear of Cadet Class B Uniforms. The following information summarizes standards for wear outlined in that regulation. Cadets and parents may obtain a copy of the complete regulation at:

- **Baseball Cap**– the baseball cap is issued with an OMI or Cadet Corp logo and worn as a designated centered square on the head covering the forehead parallel to the ground. It fits snugly and comfortably without distortion or gaps. The patrol cap will have no writing or other attachments.
- The khaki short sleeve shirt is worn clean and pressed and tucked in at all times. All buttons except the top button are closed and there are seven sharp vertical military creases (three evenly horizontally spaced on the back, two centered on the front pockets, and one on each sleeve without going through the patches).

- Creases must be made by IRONING and may not be sewn or glued in. Appropriate rank insignia is worn on the epaulets. When the shirt becomes frayed or torn, it must be replaced.
- Cadets MUST wear rank insignia, name plate, and school ID on their uniform. Ribbons and medals are optional except for parades, PIR, and other events specified by the chain of command.
- A dress jacket is worn zipped at least  $\frac{3}{4}$  of the way up with the class B shirt collar on the outside of the jacket. Jackets may not be zipped more than  $\frac{3}{4}$  of the way up except in extreme weather (extreme wind or rain). The jacket is required for all formations and is optional at other times on campus. When the jacket becomes frayed or torn, it must be replaced.
- A clean white crew neck short sleeve t-shirt without design or logo or pocket is worn at all times under the white short-sleeve uniform shirt. No other undershirt may be worn. Long sleeve shirts, thermal shirts, and colored t-shirts are expressly prohibited. Cadets wearing these items will be asked to remove them prior to admission to campus.
- The Cadet identification badge is worn at all times and is clipped to the center of the right collar of the shirt. The ID badge is always worn visibly on the right lapel of the outermost garment or on the chest of the outermost garment.
- A black web belt with brass tip and a highly shined brass buckle are worn in accordance with Cadet Regulation 1-8. Excess length (not more than 4 inches) of web belt will be worn tucked behind the buckle.
- Black poly/rayon blend pants will be worn clean and pressed and are worn on the waist or above so as not to present a sagging or drooping appearance. The pants must be hemmed on a diagonal line to reach a point one inch above the top of the shoe heel. Trousers will have a slight break of the crease in the front of the pants. Trousers will be worn with a military crease (front and back) from the waist to the hem. When the pants become frayed or torn, they must be replaced.
- Black dress shoes (issued) and black crew length dress socks without design or logo (completely covering the ankle and lower calf) and appropriate undergarments are worn. Shoes must be kept polished and serviceable.
- Cadets may wear the OMI Black Cold-Weather coat which may be worn over the dress jacket. The Cold-Weather coat shall be worn buttoned and zipped at least  $\frac{3}{4}$  of the way up. Jackets may not be zipped more than  $\frac{3}{4}$  of the way up except in extreme weather (wind or rain). Cadets may also purchase OMI logoed gloves, scarves, beanies, and ear caps from the school store only and wear these items during cold weather days. An optional black army-style pullover sweater is available for purchase and is worn with the collar outside the sweater. Cadets are authorized to wear any OMI approved sweatshirts (Black Grizzly Crewneck, Grizzly/CAB/HQ) in lieu of the army style pullover or cold weather jacket.
- At the expense of the Cadet, Cadets are authorized to wear either a black or dark gray jacket. With the exception of small brand/manufacturers logos/labels, the jacket may not contain insignias, logos, labels, graphics, embroidery, words or pictures short ("monograms" are not permitted).

### **Grizzly Dress Uniform:**

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Examples of unauthorized pants:





Examples of unauthorized shoes:



**Class C Uniform:** Cadet Regulation 1-8 governs the proper wear of Cadet Class C (Utility) Uniforms. The following information is designed to summarize standards for wear outlined in that regulation. Cadets and parents may obtain a copy of the complete regulation by visiting:

- **Baseball Cap**– the baseball cap is issued with an OMI or Cadet Corp logo and worn as a designated centered square on the head covering the forehead parallel to the ground. It fits snugly and comfortably without distortion or gaps. The patrol cap will have no writing or other attachments.
- The blouse is worn clean and pressed with the shirt untucked. In the Coyote color uniform, it will be zipped all the way up. Appropriate rank insignia is worn on the chest.
- The pants are worn with the pant legs bloused or tucked into the boots as directed.
- A clean black (HS) or white (MS) crew NECK short sleeve t-shirt without designs, logos or pockets is worn at all times under the blouse. No other undershirt may be worn. Long sleeve or thermals are authorized as long as they are the corresponding color of the crew neck shirt.
- The Cadet identification badge is worn at all times and is clipped to the center of the right collar of the shirt. The ID badge is always worn visibly on the outermost garment.
- A black web belt with brass tip and a highly shined brass buckle are worn in accordance with Cadet Regulation 1-8. Excess length (not more than 4 inches) of web belt will be worn tucked behind the buckle.
- Black boots and crew length athletic socks (completely covering the ankle and lower calf) and appropriate undergarments are worn.

- For warmth and protection from the elements, Cadets may wear the issued PT sweatshirt under the BDU shirt. During inclement weather; ONLY all black coats or jackets may be worn under the BDU shirt. No hoodies of any kind are authorized with this uniform.

**PT Uniform:** The PT uniform is issued at the beginning of the year to new Cadets and it consists of the following.

- The pants are worn on the waist or above so as not to present a sagging or drooping appearance. The pants shall be clean at all times. Cadets may not wear other garments under their PT pants with the exception of the black shorts described below.
- A clean black issued crew neck short sleeve t-shirt with OMI logo is worn under the sweat at all times. No other undershirt may be worn. Long sleeve shirts, thermal shirts, and colored t-shirts are expressly prohibited. Cadets wearing these items will be asked to remove them prior to admission to campus. Cadets may only wear ONE t-shirt at a time.
- The ID badge is always worn visibly on the outermost garment's right lapel or on the chest of the outermost garment.
- All black physical training shorts are required on Mondays and Fridays for physical education classes. With the exception of small brand/manufacturers logos/labels, the shorts may not contain insignias, logos, labels, graphics, embroidery, words or pictures ("monograms" are not permitted). Cadets may be required to remove their PT sweatpants for physical fitness activities when the weather permits. Shorts will be worn at waist level or above and will not present a sagging or drooping.
- Running or cross training shoes with at least one inch of outer sole/support. Flat support, no sole, court, or skating shoes are not authorized. There are no color restrictions for running shoe/cross training shoe when worn with the PT uniform.
- Cadets are issued a black color sweatshirt with an OMI Logo, additional sweatshirt may be purchased at the front office. An all black Cold-Weather coat or Jacket without a hoodie may be worn and zipped at least  $\frac{3}{4}$  of the way up. Jackets may not be zipped more than  $\frac{3}{4}$  of the way up except in inclement weather.

Examples of Authorized PT shoes:



Examples of PT Unauthorized shoes:





### **Special Rules for Cold Weather:**

- The black Army Style pullover sweater may be worn with the Class B uniform only. It may not be worn with any other uniform.
- The OMI black cold weather jacket may be worn with the Class B, C, PT, and grizzly dress uniforms during cold or rainy weather.

**Modified Dress Uniform:** Selected Cadets are authorized to wear a Modified Dress Uniform on a quarterly basis. The specifications of the modified dress will be given by the S7 prior to the event.

**Recruit Uniform:** The Recruit uniform is worn every day of summer camp and the school year until the Recruit becomes a Cadet. The Recruit Uniform consists of the following:

- OMI summer camp cap (with OMI logo) The cap shall be worn squarely on the head, covering the forehead and parallel to the ground. At the time of purchase, the cap will have the Recruit's name written in special marker inside the crown. The cap may not have any other writing or adornments (i.e., in the crown, under the visor, etc.)
- White t-shirt (short sleeve). The t-shirt shall be worn as designed (i.e., right side out) and tucked into the OMI black shorts. Undershirts may be worn as long as they are not visible at the collar or sleeves (i.e., presents the appearance of wearing only the OMI white t-shirt).
- No other shirts may be worn (i.e., long sleeve shirts, thermal shirts, other colored shirts, etc.).
- Black shorts. The shorts shall be worn at waist level or above. The length of the shorts must come to within 2 inches of the center of the recruit's knees. All recruits will be expected to be physically active as a part of the training program. Recruits may be required to remove their sweatpants for physical fitness activities when the weather permits. Shorts may not present a "sagging" or "drooping" appearance. Shorts must be worn at all times.
- Black sweatpants . The sweatpants shall be worn at waist level or above. Sweatpants are required to be worn everyday during summer camp. Sweatpants may not present a "sagging" or "drooping" appearance.
- Except for the OMI black shorts (and underwear), no other garments may be worn under the sweatpants.
- Black crewneck sweatshirt. The sweatshirt shall be worn as designed (for example: right side out and sleeves fully down). The sweatshirt is required to be worn everyday during summer No other outerwear may be worn over the sweatshirt (i.e., pullovers, multiple sweatshirts, jackets, scarves, gloves, beanies, or any other cold-weather gear authorized for regular OMI uniform wear).
- White crew-length athletic socks. The socks shall be all-white in color, without any designs or logos. The correct length socks should reach up on to the mid-calf when worn properly. DO NOT wear "short" socks, labeled as any of the following: NO-SHOW, LOW CUT, ANKLE, QUARTER TOP, or SHORT CREW. DO NOT wear "tall" socks, labeled as any of the following: KNEE HIGH or TUBE.

- Black lace-up athletic shoes. The shoes shall be all- black in color, without any designs or logos, with all black shoe laces.
- Appropriate undergarments.

**Special exceptions for Cold Weather:** Cold weather is defined as weather that drops to and maintains at 50 degrees Fahrenheit or lower. In the event the temperature climbs above 50 degrees Fahrenheit, the Commandant, at their discretion, may require Cadets to change out of their cold weather gear.

***All supplies, materials, and equipment needed to participate in educational activities shall be provided to Cadets free of charge. OMI does not use a “fee waiver” policy to make Cadet fees permissible. The only time Cadets purchase items are when they lose the items that have been issued. Items may be purchased through the website or in the front desk upon arrival to OMI.***

#### **Part Four: General Wear and Appearance Policies/Standards**

**UNSERVICEABLE Defined:** When an item becomes “unserviceable” it means that it is no longer fit to be worn. What may be “OK” to wear somewhere else may not be acceptable to wear as a uniform. Examples of “unserviceable” items are: frayed, torn, stained, ripped, scuffed, broken, etc. OMI is built on a military structure, we have HIGH EXPECTATIONS as to how our Cadets should look and present themselves. OMI Issued items may be replaced and exchanged through the OMI supply system.

When entering campus wearing or carrying an unauthorized uniform item, ALL CADETS will be asked to remove the item and turn it in and pick it up at the end of the school day.

The OMI Commandant is the final authority in determining whether a Cadet’s appearance is within the spirit of the OMI policies and standards.

#### **Eyewear:**

- Conservative civilian prescription eyeglasses are authorized for wear with all uniforms.
- Conservative prescription and nonprescription sunglasses are authorized for wear when in a garrison environment, except while indoors. Individuals who are required by medical authority to wear sunglasses for medical reasons, other than refractive error, may wear them, except when health or safety considerations apply. Commandants may authorize sunglasses in formations or field environments, as appropriate.
- Eyeglasses or sunglasses that are trendy or have lenses or frames with conspicuous initials, designs, or other adornments are not authorized for wear. Cadets may not wear lenses with extreme or trendy colors, which include, but are not limited to, red, yellow, blue, purple, bright green, or orange. Lens colors must be traditional gray, brown, or dark green shades. Personnel will not wear lenses or frames that are so large or so small that they detract from the appearance of the uniform. Personnel will not attach chains or ribbons to eyeglasses. Eyeglass restraints (to include bands) are authorized when required for safety purposes. Personnel will not hang eyeglasses or eyeglass cases on the uniform and may not let glasses hang from eyeglass restraints down the front of the uniform. Glasses may not be worn on top of the head at any time.
- Cadets are authorized to wear ballistic spectacle eye protection issued by the California Cadet Corps and OMI, including lens colors or logos that do not comply with paragraphs in garrison or field environments unless otherwise directed by their chain of command.

- Restrictions on contact lenses. Tinted or colored contact lenses are not authorized for wear with the uniform. The only exception is for opaque lenses that are prescribed medically for eye injuries. Clear lenses that have designs on them that change the contour of the iris are not authorized for wear with the uniform. Contact lenses may be restricted by the Commandant for safety or mission requirements.

### **Jewelry:**

- Cadets are not allowed to wear any jewelry in their nose, face, eyebrow, neck, or other visible area while in any OMI uniform. (i.e., nose/lip rings, tongue rings, eyebrow rings, etc.). Rings, necklaces, rosary beads, or bracelets of any type are not authorized. ONLY one discrete religious medallion on a chain may be worn under t-shirts such that neither the chain nor medallion are visible. An inexpensive watch that is black or neutral in color may be worn with all uniforms. Any Cadet with ear or nose piercing may wear clear bioplast or plastic piercing retainers while in uniform.
- Cadets have the option to wear earrings in uniform. Stud earrings may be screw-on clip-on, or post-type earring in gold, silver, or diamond. Pearls are not authorized to wear in the uniform, but are authorized in formal attire (Class A, and Class B uniform). The earring will not exceed 6mm or ¼ Inch in diameter, and they must be adorned (plain) or spherical (round). When worn, the earrings will fit snugly against the ear. Hoop two-sided, or drop earrings are not authorized. Cadets may wear earrings only as a matched pair, with only one earring per standard ear lobe. Earrings are not authorized to be worn in the cartilage, industrial, transverse lobe, tragus, or conch part of the ear. Earrings will not be worn during bivouac or field environments. For the piercings that are not authorized, plastic transparent “spacers” no larger than 1/8 inch in diameter may be worn during school hours. No bandages, Band-Aids, or other “disguises” may be worn to hide piercings or jewelry that is not authorized. An official or authorized OMI class ring may be worn by juniors or seniors.

### **Hair and fingernail standards and grooming policies**

#### **a. Hair.**

(1) General. The requirement for hair grooming standards is necessary to maintain uniformity within an OMI Cadet population. Many hairstyles are acceptable, as long as they are neat and conservative. It is the responsibility of TAC NCOs and student leaders at all levels to exercise good judgment when enforcing the OMI policy. All Cadets will comply with hair, fingernail, and grooming policies while in any OMI uniform, or in civilian clothes on campus, or during school events.

(a) Leaders will judge the appropriateness of a particular hairstyle by the guidance in this chapter and by the ability to wear all types of headgear (such as beret, baseball cap, or garrison hat). Hairstyles (including bulk and length of hair) that do not allow Cadets to wear any headgear properly mentioned above, are prohibited. Headgear will fit snugly and comfortably, without bulging or distortion from the intended shape of the headgear and without excessive gaps between the headgear and the head.

(b) Extreme, eccentric, or faddish haircuts or hairstyles are not authorized. If Cadets use dyes, tints, or bleaches, they must choose a natural hair color. Colors that detract from a professional OMI Cadet appearance are prohibited. Therefore, Cadets must avoid using colors that result in an extreme appearance. Applied hair colors that are prohibited include, but are not limited to, purple, blue, pink, green, orange, bright (fire-engine) red, and fluorescent or neon colors. It is the responsibility of leaders to use good judgment in determining if applied colors are acceptable, based upon the overall effect on a Cadet's appearance.

(c) Cadets who have a texture of hair that does not part naturally may cut a part into the hair or style the hair with one part. The part will be one straight line, not slanted or curved, and will fall in the area where the Cadet would normally part the hair. Cadets will not shape or cut designs into their hair or scalp.

(2) Male haircuts. The hair on top of the head must be neatly groomed. The length and bulk of the hair may not be excessive and must present a neat and conservative appearance. The hair must present a tapered appearance. A tapered appearance is one where the outline of the Cadet's hair conforms to the shape of the head, curving inward to the natural termination point at the base of the neck. When the hair is combed, it will not fall over the ears or eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The block cut fullness in the back is permitted to a moderate degree, as long as the tapered look is maintained. Males are not authorized to wear braids, cornrows, twists, dreadlocks, or locks while in uniform or in civilian clothes on campus, or during school events. Haircuts with a single, untapered patch of hair on the top of the head (not consistent with natural hair loss) are considered eccentric and are not authorized. Examples include, but are not limited to, when the head is shaved around a strip of hair down the center of the head (mohawk), around a u-shaped hair area (horseshoe), or around a patch of hair on the front top of the head (tear drop). Hair that is completely shaved or trimmed closely to the scalp is authorized.

(a) Sideburns. Sideburns are hair grown in front of the ear and below the point where the top portion of the ear attaches to the head. Sideburns will not extend below the bottom of the opening of the ear. Sideburns will not be styled to taper, flair, or come to a point. The length of the individual hairs of the sideburn will not exceed 1/8 inch when fully extended.

(b) Facial hair. Males will keep their face clean-shaven when in uniform, or in civilian clothes on campus, or during school events. Mustaches are permitted. If worn, males will keep mustaches neatly trimmed, tapered, and tidy. Mustaches will not present a chopped off or bushy appearance, and no portion of the mustache will cover the upper lip line, extend sideways beyond a vertical line drawn upward from the corners of the mouth, or extend above a parallel line at the lowest portion of the nose. Handlebar mustaches, goatees, and beards are not authorized. If appropriate medical authority allows beard growth, the maximum length authorized for medical treatment must be specific. For example, "The length of the beard cannot exceed 1/4 inch". Cadets will keep the growth trimmed to the level specified by the appropriate medical authority, but are not authorized to shape the hair growth (examples include, but are not limited to, goatees, "Fu Manchu," or handlebar mustaches).

(c) Wigs and hairpieces. Males are prohibited from wearing wigs or hairpieces while in uniform, or in civilian clothes on campus, or during school events, except to cover natural baldness or physical disfigurement caused by accident or medical procedure. When worn, wigs or hairpieces will conform to the standard haircut criteria, as stated within this regulation.

(3) Haircuts and hairstyles . The illustrations provided in the figure 3–4 are intended only to clarify language regarding authorized hair lengths and bulks. The requirements for hair regulations are to maintain uniformity within a military population for female Cadets while in uniform, or in civilian clothes on campus, or during school events, unless otherwise specified. Female hairstyles may not be eccentric or faddish and will present a conservative, professional appearance. For the purpose of these regulations, female hairstyles are organized into three basic categories: short length, medium length, and long length hair (see fig 3–3).

(a) Short length. Short hair is defined as hair length that extends no more than 1 inch from the scalp (excluding bangs). Hair may be no shorter than 1/4 inch from the scalp (unless due to medical condition or injury), but may be evenly tapered to the scalp within 2 inches of the hairline edges. Bangs, if worn, may not fall below the eyebrows, may not interfere with the wear of all headgear, must lie neatly against the head, and not be visible underneath the front of the headgear. Ears must be exposed. The width of the bangs may extend to the hairline at the temple.

(b) Medium length. Medium hair is defined as hair length that does not extend beyond the lower edge of the collar (in all uniforms), and extends more than 1 inch from the scalp. Medium hair may fall

naturally in uniform, and is not required to be secured, but ears must be exposed. When worn loose, graduated hairstyles are acceptable, but the length, as measured from the end of the total hair length to the base of the collar, may not exceed 1-inch difference in length, from the front to the back. Layered hairstyles are also authorized, so long as each hair's length, as measured from the scalp to the hair's end, is generally the same length giving a tapered appearance. The regulations for the wear of bangs detailed in paragraph 3-2a(3)(a), apply. The forehead may be partially covered but hair won't go past the bottom of the eyebrow.

(c) Long length. Long hair is defined as hair length that extends beyond the lower edge of the collar. Long hair will be neatly and inconspicuously fastened or pinned above the lower edge of the collar (except when worn in accordance with para 3-2a(j)), except that bangs may be worn. Ears must be exposed. The regulations for the wear of bangs detailed in paragraph 3-2a(3)(a) apply. No portion of the bulk of the hair, as measured from the scalp as styled, will exceed 2 inches (except a bun or ponytail, which is worn on the back of the head and may extend a maximum of 3 1/2 inches from the scalp and be no wider than the width of the head). When Cadets choose a double braid hairstyle the hair may extend to within two inches of the top of the hand while in the position of Parade Rest. This is to insure the hair does not interfere during drill and ceremony stationary positions including Attention, At Ease, and Rest. The hair braids must follow the center of the wearer's back and cannot cover any portion of the ear.

(d) Additional hairstyle guidelines. Faddish and exaggerated styles, to include shaved portions of the scalp other than the neckline, designs cut in the hair, and unbalanced or lopsided hairstyles are prohibited. Hair will be styled so as not to interfere with the proper wear of all uniform headgear. Ears must be exposed. All headgear will fit snugly and comfortably around the largest part of the head without bulging or distortion from the intended shape of the headgear and without excessive gaps. When headgear is worn, hair should not protrude at distinct angles from under the edges. Hairstyles that do not allow the headgear to be worn in this manner are prohibited. Examples of hairstyles considered to be faddish or exaggerated and thus not authorized for wear while in uniform or in civilian clothes on campus, or during school events include, but are not limited to hair sculpting (eccentric texture or directional flow of any hairstyle to include spiking); buns with loose hair extending at the end; hairstyles with severe angles or designs; and loose unsecured hair (not to include bangs) when medium and long hair are worn up.

(e) Devices. Hair holding devices are authorized only for the purpose of securing the hair. Cadets will not place hair holding devices in the hair for decorative purposes. All hair holding devices must be plain and of a color as close to the Cadet's hair as is possible or clear. Authorized devices include, but are not limited to, small plain scrunchies (elastic hair bands covered with material), barrettes, combs, pins, clips, rubber bands, and hair or head bands. Such devices should conform to the natural shape of the head. Devices that are conspicuous, excessive, or decorative are prohibited. Some examples of prohibited devices include, but are not limited to: large, lacy scrunchies; beads, bows, or claw or alligator clips; clips, pins, or barrettes with butterflies, flowers, sparkles, gems, or scalloped edges; and bows made from hairpieces. Foreign material (for example, beads and decorative items) will not be used in the hair. Cadets may not wear hairnets unless they are required for health or safety reasons, or in the performance of duties (such as those in a dining facility). No other type of hair covering is authorized in lieu of the hairnet.

(f) Braids, cornrows, twists, and locks. Medium and long hair may be styled with braids, cornrows, twists, or locks (see glossary for definitions). Each braid, cornrow, twist, or lock will be of uniform dimension, have a diameter no greater than a 1/2 inch, and present a neat, professional, and well-groomed appearance. Each must have the same approximate size of spacing between the

braids, cornrows, twists, or locks. Each hairstyle may be worn against the scalp or loose (free-hanging). When worn loose, such hairstyles must be worn per medium hair length guidelines or secured to the head in the same manner as described for medium or long length hair styles. Ends must be secured inconspicuously. When multiple loose braids, twists, or locks are worn, they must encompass the whole head. When braids, cornrows, twists, or locks are not worn loosely and instead worn close to the scalp, they must stop at one consistent location of the head and must follow the natural direction of the hair when worn back, which is either in general straight lines following the shape of the head or flowing with the natural direction of the hair when worn back with one primary part in the hair (see para 3–2a(1)(c)). Hairstyles may not be styled with designs, sharply curved lines, or zigzag lines. Only one distinctive style (braided, rolled, twisted, or locked) may be worn at one time. Braids, cornrows, twists, or locks that distinctly protrude (up or out) from the head are not authorized. Ears must be exposed. The bulk of the hair may not prohibit the ability to wear the different OMI types of headgear (such as beret, baseball cap, or garrison hat) Short hair braids are authorized. Short hair braids must be in parallel lines going downwards on the top of the head. Hair design cannot be in zigzag lines or sharpen curved lines. Sides must be buzzed resembling undercut. Braids may not drape loose or hang down longer than the ears.

Authorized short hair Afrocentric braids should be worn against the scalp and should have a consistent spacing between them. The ends of braids should also be secured inconspicuously, avoiding the use of any braid end clips. Braids must not pass the top of the Cadet's ears or eyes.

(g) Hair extensions. Hair extensions are authorized. Extensions must have the same general appearance as the individual's natural hair and otherwise conform to this regulation.

(h) Wigs. Wigs, if worn in uniform or in civilian clothes on campus, or during school events, must look natural and conform to this regulation. Wigs are not authorized to cover up unauthorized hairstyles.

## b. Cosmetics.

(1) Standards regarding cosmetics are necessary to maintain uniformity and to avoid an extreme or unprofessional appearance. Males are prohibited from wearing cosmetics, except when medically prescribed. Females are authorized to wear cosmetics with all uniforms, provided they are applied modestly and conservatively, and that they complement both the Cadet's complexion and the uniform. Leaders at all levels must exercise good judgment when interpreting and enforcing this policy.

(2) Eccentric, exaggerated, or faddish cosmetic styles and colors, to include makeup designed to cover tattoos, are inappropriate with the uniform and are prohibited. Permanent makeup, such as eyebrow or eyeliner, is authorized as long as the makeup conforms to the standards outlined above. EYELASH EXTENSIONS are NOT authorized unless medically prescribed.

(3) Female Cadets are authorized to wear solid color shades of lipstick that are not extreme. Extreme colors include but are not limited to; purple, bright pink, bright red, gold, blue, black, hot pink, green, yellow, ombre, and fluorescent/neon colors. Natural colors to include tinted glosses are authorized. The optional wear of lip liner, colors must match the shade of lipstick being worn.

(4) Females will comply with the cosmetics policy while in any OMI uniform or while in civilian clothes on campus, or during school events.



c. Fingernails. All Cadets will keep fingernails clean and neatly trimmed. Males will keep nails trimmed so as not to extend beyond the fingertip unless medically required and are not authorized to wear nail polish. Females will not exceed a nail length of 1/4 inch as measured from the tip of the finger.

Females will trim nails shorter if the Commandant determines that the longer length detracts from a professional appearance, presents a safety concern, or interferes with the performance of duties.

Female Cadets are authorized to wear solid color shades of nail polish that are not extreme. Extreme colors include, but not limited to, purple, bright pink, red, gold, blue, black, hot pink, green, yellow, white, gray, ombre, and fluorescent/neon colors, to include French manicure. Colors that are authorized to wear include but are not limited to nude/natural shades, American manicure and light pink. Nail shapes that are extreme and not authorized are ballerina, stiletto, arrow, and coffin. Square and rounded nails are authorized. Female Cadets are to conform to the OMI standard when in uniform or while in civilian attire on campus, or during school events.

Cadets will maintain good personal hygiene and grooming on a daily basis and wear the uniform so as not to detract from their overall OMI Cadet military appearance. Cadets will wear appropriate undergarments with all uniforms.

**Religious Head Coverings:**

(1) An accommodated Cadet may wear a hijab (head scarf) made of a subdued material in a color that closely resembles the assigned uniform (generally black, brown, green, tan, or navy blue as appropriate).

(2) The hijab will be worn in a neat and conservative manner that presents a professional and well-groomed appearance. The hijab must be closely fitted to the contours of the head and neck and may not cover the eyebrows, eyes, cheeks, nose, mouth, or chin. The bottom edges of the hijab will be tucked under the Cadet's uniform top and all required headgear will still be worn.

(3) Hair underneath the hijab must be worn in a hairstyle authorized for the Cadet in paragraph 3 – 2. The bulk of the Cadet's hair and hijab may not impair the ability to wear required OMI headgear, or impede the ability to perform the Cadet's military duties (see fig 3 – 4).



**Tattoos/Writing on Body Parts:** Cadets may not have permanent tattoos or writing in marker/ink on any visible body parts when in any OMI uniform.

**Pockets:** Articles carried in pockets will not protrude from the pocket or present a bulky appearance. Keys or key chains will not be attached to the uniform, belt, belt loops, or waistband. Cadets will also not generally keep their hands in their pants pockets except as needed to retrieve an item.

**Electronic Devices and Items on the Belt:** Cadets may not wear electronics or other items clipped to their belts, nor may they have a chain with a wallet attached to the uniform, belt, belt loops, or waistband. Cell phone “earbuds” or headphones (to include bluetooth devices) are not authorized in uniform.

**Lanyards:** Cadets may not wear lanyards with any uniform.

**Vulgar Language:** At all times, Cadets are expected to comport themselves in a professional and appropriate manner. Use of vulgar language is prohibited at all times.

**Red Beret:** Cadets who earned the red beret for successfully completing a survival training program, are authorized to wear the beret with the Class A, B, or C uniforms.

**Gang Attire:** All clothing that constitutes gang-related apparel is prohibited. Such apparel may include, but is not limited to the following:

- Hats or headgear during the academy day other than the issued military headgear (Cadets participating in sports requiring a hat may wear the school’s athletic hat as part of their sport activity).
- Chains
- Monikers or other gang markings.
- Clothing or jewelry w/ gang or drug symbols.
- Any combination of clothing law enforcement agencies currently considers gang related.

**Backpacks:** Parents will provide a black single color backpack (hand carried or rolling and without design or logo) for school textbooks and supplies. Cadets who require more storage may carry a second backpack or tote bag that is a single color black bag without design or logo. OMI sanctioned buttons may be worn on the backpack. Writing, drawing, and marking on backpacks, other than a simple, plain notation of the Cadet’s name is not allowed.

**Umbrellas and Ponchos:** Cadets may not use umbrellas or ponchos on campus. Instead, Cadets will be issued a clear poncho by supply in order to keep the student dry from the rainy weather. If Cadets bring an umbrella on campus, they must store it in their company classrooms until the end of the school day.

**Writing of Names in/on Uniform/other Items:** Each company has permanent fabric markers in gold that should be used to write Cadet names inside hats, jackets, sweaters, etc. There should be no writing other than a Cadet’s name on such items (this includes drawings, symbols, nicknames, etc). Company TAC Teams can assist Cadets with writing names in these uniform items. In addition, these markers can be used to mark names on backpacks and other personal belongings. Items with other than authorized writing or markings are subject to confiscation.

**Special Cadet Leadership Uniforms:** Cadets in identified leadership positions may be authorized special uniform items such as polo shirts etc.

### **Company Achievement Awards**

See Cadet/Parent handbook for further information

## **Chapter 4- Athletics**

### **Athletic and Activities Eligibility**

1. In keeping with the OMI, Bay Area Conference, North Coast Section, and California Interscholastic Federation (CIF) Philosophies on Student Eligibility for Interscholastic Athletic Competition (CIF Bylaw 200) the following principles are adopted:

1.1. OMI affirms that participation in athletics and other extracurricular activities is an important part of the high school experience and that participation in extracurricular activities is a privilege. The privilege of participation is available to Cadets who meet the democratically established standards of qualification as set forth by the governing Board of OMI in keeping with the principles of the CIF Council.

1.2. CIF Bylaws governing student eligibility are a necessary prerequisite to participation in interscholastic athletics because they:

- Keep the focus on athletic participation as a privilege, not a right.
- Reinforce the principle that Cadets attend school to receive an education first; athletic participation is secondary.
- Protect the opportunities to participate for Cadets who meet the established standards.
- Provide a fundamentally fair and equitable framework in which interscholastic athletic competition can take place.
- Provide uniform standards for all schools to follow in maintaining athletic competition.
- Serve as a deterrent to Cadets who transfer schools for athletic reasons and to individuals who recruit student athletes.
- Serve as a deterrent to Cadets who transfer schools to avoid disciplinary action.
- Maintain an ethical relationship between high school athletic programs and others who demonstrate an interest in high school athletes.
- Support the principles of “Pursuing Victory with Honor”

### **OMI Standards Of Eligibility (CIF Bylaw 201)**

OMI adopts all CIF standards, including the following for eligibility to participate in interscholastic athletics and extracurricular activities. These policies apply to extra-curricular activities that require a Cadet to be absent from any portion of the school day (0745-1630 Monday through Friday and Saturdays of Saturday School) and/or represent OMI in any public forum of competition/contest, meeting, or demonstration.

2. **Full Eligibility:** To be eligible to fully participate in OMI interscholastic athletics or extracurricular activities, OMI Cadets must be enrolled full-time at OMI (minimum of 20 units) and a official members of their assigned company and:

2.1.1. Maintain a cumulative unweighted 2.0 grade point average on a 4.0 scale, and have received no “F” grades at the conclusion of the previous grading period: Quarter 1 Eligibility is determined by the 2nd semester grades of the previous school year; Quarter 2 Eligibility is determined by the 1st quarter grades; Quarter 3 Eligibility is determined by the 1st semester grades; Quarter 4 Eligibility is determined by the 3rd quarter grades

2.1.2. Demonstrate acceptable citizenship as follows: To be eligible for participation, Cadets must be in good citizenship standing. The Administration or Dean may elect to place a Cadet-athlete who fails to meet these standards on a temporary probation.

2.1.3. In the case of Middle School Cadets, be achieving minimum progress toward meeting OMI's prescribed middle school graduation requirements. Minimum progress is defined as having completed 32.5 credits as a second semester sixth grader, 65 credits as a first semester seventh grader, 97.5 credits as a second semester seventh grader, and 130 credits as a first semester eighth grader.

2.1.4. In the case of High School Cadets, achieving minimum progress toward meeting OMI's prescribed high school graduation requirements. Minimum progress is defined as having completed 32.5 credits as a second semester freshman, 65 credits as a first semester sophomore, 97.5 credits as a second semester sophomore, 130 credits as a first semester junior, 162.5 credits as a second semester junior, 195 credits as a first semester senior and 227.5 as a second semester senior.

**1.3. Limited Eligibility:** Limited participation in practices, can't play in interscholastic or extracurricular contests

2.2.1. Cadets with less than a unweighted 2.0 total GPA on their most recent grade report as outlined in 2.1.2

2.2.2. Cadets with Limited Eligibility may practice and may be on Probationary Eligibility for no more than one semester in length per Cadet's OMI Middle School three-year experience and for no more than one semester in length per Cadet's H.S. four-year experience.

2.2.3. Cadets must submit daily or weekly progress reports to be used by coaches/teacher leaders as a tool to monitor and motivate Cadet progress.

### **1.4. Probationary Eligibility**

2.3.1. The OMI governing board adopts, as part of its policy, the following provisions that allow a student who does not achieve the eligibility requirements to remain eligible to participate in OMI interscholastic athletics/extracurricular activities during a probationary period.

2.3.2. A Cadet may request Probationary Eligibility by appealing to the OMI Athletic Eligibility Board. The OMI Athletic Eligibility Board is composed of OMI's Superintendent, Commandant, Principal, and Athletic Director.

2.3.3. A Cadet granted Probationary Eligibility by the OMI Eligibility Board may practice and play in interscholastic and/or extracurricular contests after fulfilling all Probationary Eligibility Contract requirements as determined by the Eligibility Board, which may include after school academic support class attendance and compliance with the provisions of disciplinary or strict disciplinary probation.

2.3.4. The OMI Eligibility Board determines the beginning and end of a Cadet's Probationary Eligibility, but a Cadet

2.3.5. Cadets must submit OMI Weekly Progress reports to the OMI Athletic Director to maintain Probationary Participation eligibility. Based upon the nature of the Cadet's OMI Weekly Progress report, the Cadet may be granted full Eligible Participation, remain on Probationary Eligibility, or be placed on Limited Participation Eligibility by the Eligibility Board at any time.

**1.5. Not Eligible:** Cadet may not participate in practices or interscholastic contests or team/extracurricular activities in any way

2.3.1. Cadets with one or more F grades or less than a 2.0 overall or cumulative GPA on their most recent grade report as outlined in 2.1.2, OR as determined by the OMI Athletic Eligibility Board may be ruled not eligible.

## NCAA Division I Initial-Eligibility Requirements

### Core Courses: (16)

Initial full-time collegiate enrollment before August 1, 2016:

- Sixteen (16) core courses are required (see chart below for subject-area requirements).

Initial full-time collegiate enrollment on or after August 1, 2016:

- Sixteen (16) core courses are required (see chart below for subject-area requirements).
- Ten (10) core courses completed before the seventh semester; seven (7) of the 10 must be in English, math or natural/physical science.
- These courses/grades are “locked in” at the start of the seventh semester (cannot be repeated for grade-point average [GPA] improvement to meet initial-eligibility requirements for competition). attend extra-curricular meetings only after fulfilling all OMI citizenship and academic support requirements.
- Cadets who do not meet core-course progression requirements may still be eligible to receive athletics aid and practice in the initial year of enrollment by meeting academic redshirt requirements (see below).

### Test Scores: (ACT/SAT)

Cadets must present a corresponding test score and core-course GPA on the sliding scale (see Page No. 2).

- SAT: critical reading and math sections. Best subscore from each section is used to determine the SAT combined score for initial eligibility.
- ACT: English, math, reading and science sections. Best subscore from each section is used to determine the ACT sum score for initial eligibility.
- All ACT and SAT attempts before initial full-time collegiate enrollment may be used for initial eligibility.
- Enter 9999 during ACT or SAT registration to ensure the testing agency reports your score directly to the NCAA Eligibility Center. Test scores on transcripts will not be used.

### Core Grade-Point Average:

Only core courses that appear on the high school’s List of NCAA Courses on the NCAA Eligibility Center’s website ([www.eligibilitycenter.org](http://www.eligibilitycenter.org)) will be used to calculate your core-course GPA. Use this list as a guide.

Initial full-time collegiate enrollment before August 1, 2016: • Cadets must present a corresponding test score (ACT sum score or SAT combined score) and core-course GPA (minimum 2.000) on Sliding Scale A (see Page No. 2).

- Core-course GPA is calculated using the best 16 core courses that meet subject-area requirements.

Initial full-time collegiate enrollment on or after August 1, 2016:

- Cadets must present a corresponding test score (ACT sum score or SAT combined score) and core-course GPA (minimum 2.300) on Sliding Scale B (see Page No. 2).
- Core-course GPA is calculated using the best 16 core courses that meet both progression (10 before seventh semester; seven in English, math or science; “locked in” and subject-area requirements).

<b>DIVISION I Core-Course Requirement (16)</b>
<ul style="list-style-type: none"> <li>• 4 years of English</li> <li>• 3years of math (Algebra I or higher)</li> <li>• 2 years of natural/physical science (1 year of lab if offered)</li> <li>• 1 year of additional English, math or natural/physical science</li> <li>• 2years of social science</li> <li>• 4 years of additional courses (any area above, foreign language or comparative religion/philosophy)</li> </ul>

<b>DIVISION I – 2016 Qualifier Requirements</b>
<ul style="list-style-type: none"> <li>• 16 core courses</li> <li>• Ten (10) core courses completed before the start of seventh semester. Seven (7) of the 10 must be in English, math or natural/physical science.</li> <li>• Locked in” for core-course GPA calculation.</li> <li>• Corresponding test score (ACT sum score or SAT combined score) and core-course GPA (minimum 2.300) on Sliding Scale B (see Page No. 2).</li> <li>• Graduate from high school.</li> </ul>

<b>DIVISION I – 2016 Academic Redshirt Requirements <i>*Athletics aid and practice (no competition)</i></b>
<ul style="list-style-type: none"> <li>• 16 core courses</li> <li>• No grades/credits “locked in” (repeated courses after the seventh semester begins may be used for initial eligibility).</li> <li>• Corresponding test score (ACT sum score or SAT combined score) and core-course GPA (minimum 2.000) on Sliding Scale B (see Page No. 2).</li> <li>• Graduate from high school.</li> </ul>

## Division II Initial-Eligibility Requirements

### Core Courses

- **Division II currently requires 16 core courses.** See the chart below.

- **Beginning August 1, 2018**, to become a full or partial qualifier for Division II, all college-bound student-athletes must complete the 16 core-course requirements.

#### Test Scores

- **Division II** currently requires a minimum SAT score of 820 or an ACT sum score of 68. **Beginning August 1, 2018**, Division II will use a sliding scale to match test scores and core-course grade-point averages (GPA). The sliding scale for those requirements is shown on Page No. 2 of this sheet. ● The SAT score used for NCAA purposes includes only the critical reading and math sections. The writing section of the SAT is not used.

- The ACT score used for NCAA purposes is a sum of the following four sections: English, mathematics, reading and science.

- **When you register for the SAT or ACT, use the NCAA Eligibility Center code of 9999 to ensure all SAT and ACT scores are reported directly to the NCAA Eligibility Center from the testing agency. Test scores that appear on transcripts will not be used.**

#### Grade-Point Average

- Be sure to look at your high school's List of NCAA Courses on the NCAA Eligibility Center's website ([www.eligibilitycenter.org](http://www.eligibilitycenter.org)). Only courses that appear on your school's approved List of NCAA Courses will be used in the calculation of the core GPA. Use the list as a guide.

- The current Division II core GPA requirement is a minimum of 2.000. Division II core GPA required to be eligible for competition on or after August 1, 2018, is 2.200 (corresponding test- score requirements are listed on the Sliding Scale on Page No. 2 of this sheet).

- The minimum Division II core GPA required to receive athletics aid and practice as a partial qualifier on or after August 1, 2018, is 2.000 (corresponding test-score requirements are listed on the Sliding Scale on Page No. 2 of this sheet).

- Remember, the NCAA core GPA is calculated using NCAA core courses only.

## **Chapter 5 – Annual Notice of General School Programs and Policies**

### **COMMUNITY ELIGIBILITY PROVISION (CEP)**

See Cadet/Parent handbook for further information.

### **CONCUSSION/HEAD INJURY**

See Cadet/Parent handbook for further information.

### **SUDDEN CARDIAC ARREST PREVENTION**

See Cadet/Parent handbook for further information.

### **ORAL HEALTH EXAMINATIONS**

See Cadet/Parent handbook for further information.

### **DIABETES**

See Cadet/Parent handbook for further information.

### **IMMUNIZATIONS AND PHYSICAL EXAMINATIONS**

See Cadet/Parent handbook for further information.

### **SECTION 504**

See Cadet/Parent handbook for further information.

## **UNHOUSED CADETS**

See Cadet/Parent handbook for further information.

**School Liaison:** The Superintendent or designee designates the following staff person as the School Liaison for homeless Cadets ((42 U.S.C. 11432(g)(1)(J) & (e)(3)(C).):

### **Student Services Coordinator**

#### **Oakland Military Institute**

**3877 Lusk St, Emeryville, CA 94608**

**(510) 594-3968**

**The School Liaison shall ensure that** (42 U.S.C. 11432(g)): .

## **EDUCATIONAL RECORDS, INCLUDING CHALLENGES AND DIRECTORY INFORMATION**

See Cadet/Parent handbook for further information.

**Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

### **Superintendent**

#### **Oakland Military Institute**

**3877 Lusk Street, Oakland, CA 94608**

**510-594-3900**

## DEFINITIONS

Prohibited Unlawful Harassment:

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

### **Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 et. seq; 34 C.F.R. § 106.1 et. seq) and California state law prohibits harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by OMI.

OMI is committed to provide a workplace and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

**Sexual harassment** consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when:

(a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress

(b) submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual

(c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment

(d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against him/her or against another individual. Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body
  - Unwanted sexual advances, propositions or other sexual comments, such as:
    - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
    - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
    - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex
    - Sexual or discriminatory displays or publications anywhere in the workplace or educational environment, such as:
      - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view at work or the educational environment
      - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
      - Displaying signs or other materials purporting to segregate an individual by sex in an area of the workplace or educational environment (other than restrooms or similar rooms)
      - The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

**Prohibited Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a group of Cadets that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile



educational environment, directed toward one or more Cadets that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil\* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with his or her academic performance.
4. Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by OMI

\* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

**Cyberbullying** is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes:

1. Breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.
2. A message, text, sound, video, or image.
3. A post on a social network Internet web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above
  - b. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated
  - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
4. An act of "Cyber sexual bullying" including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

c. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

### **GRIEVANCE PROCEDURES**

See Cadet/Parent handbook for further information.

### **UNIFORM COMPLAINT PROCEDURES**

See Cadet/Parent handbook for further information.

### **LEVELS OF BEHAVIORS THAT WOULD LEAD TO PROGRESSIVE DISCIPLINE:**

#### **Level 1**

Uncooperative/ Noncompliant Behavior

#### **Level 2**

Disorderly Behavior

#### **Level 3**

Disruptive Behavior

#### **Level 4**

Aggressive or Injurious/Harmful Behavior

#### **Level 5**

Seriously Dangerous or Violent Behavior

### **SUSPENSION & EXPULSION PROCEDURES**

This Cadet Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all Cadets at the Oakland Military Institute (“OMI”), to include protecting the learning environment. When the policy is violated, it may be necessary to suspend or expel a Cadet from regular classroom instruction. This policy shall serve as OMI’s policy and procedures for Cadet suspension and expulsion, and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

Suspended or expelled Cadets shall be excluded from all school and school-related activities, including summer school, unless otherwise agreed during the period of suspension or expulsion.

A Cadet identified as an individual with disabilities or for whom OMI has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education Cadets except when federal and state law mandates additional or different procedures. OMI will follow all applicable federal and state laws when imposing any form of discipline on a Cadet identified as an individual with disabilities or for whom OMI has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in accordance with due process to such Cadets.

#### **Grounds for Suspension and Expulsion of Cadets**

A Cadet may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at anytime including but not limited to:

- a) while on school grounds;

- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus;
- d) during, going to, or coming from a school-sponsored activity.

### **Enumerated Offenses**

Cadets may be suspended and/or expelled for any of the following acts when it is determined the Cadet:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, including a laser pen or device, or an incendiary device such as matches or a lighter, unless, in the case of possession of any object of this type, the Cadets had obtained written permission to possess the item from a certificated school employee, with the Commandant or Designee's concurrence.
3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, any illegal substance, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, any illegal substance, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 or Salvia Divinorum as noted in section 379 of the California Penal Code. Salvia Divinorum is also known by the street names as "Serenity" or "K2."
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault as defined in Penal code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.

15. Harassed, threatened, or intimidated a Cadet who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that Cadet from being a witness and/or retaliating against that Cadet for being a witness.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in or attempted to engage in hazing of another. 18. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person.
19. Made terrorist threats against school officials and/or school property.
20. Committed sexual harassment.
21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
22. Intentionally harassed, threatened or intimidated a Cadet or group of Cadets to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading Cadet rights by creating an intimidating or hostile educational environment.
23. Engaged in an act of bullying, threat, harassment, or intimidation, including but not limited to bullying committed by means of an electronic act. For more information about what bullying consists of, please see the Cadet/Parent handbook.
24. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a).
25. Continued failure to comply with the military requirements of the Institute, including but not limited to repeated failure to wear the proper uniform, refusal to comply with established grooming standards, failure to display military courtesy, or failure to achieve the minimum requirements for promotion from "Recruit" to Cadet during the first semester of enrollment at OMI.
26. Violated the Cadet Code of Honor by an egregious act of disrespect, lying, cheating, or stealing.
27. Was found guilty of a misdemeanor or felony for an offense which occurred in conjunction with school operations or the Cadet coming to or going from school, and which, in the opinion of the school, would bring discredit on the Cadet or the school or would endanger the health and safety of members of the school community.

### **Suspension Procedures**

Suspensions shall be initiated according to the following procedures:

#### **1. Suspension Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Administrator, Commandant, or the Commandant's designee with the Cadet and his or her parents and, whenever practical, the teacher, supervisor or school employee who referred the Cadet to the Commandant.

The conference may be omitted if the Administrator, Commandant or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of Cadets or school personnel. If a Cadet is suspended without this conference, both the parent/guardian and Cadet shall be notified of the Cadet's right to return to school for the purpose of a conference.

At the conference, the Cadet shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense.

The conference shall be held within two school days, unless the Cadet waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a Cadet for failure of the Cadet's parent or guardian to attend a conference with school officials. Reinstatement of the suspended Cadet shall not be contingent upon attendance by the Cadet's parent or guardian at the conference.

## **2. Suspension Notice to Parents/Guardians**

At the time of suspension, the Administrator, Commandant or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a Cadet is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the Cadet. In addition, the notice may also state the date and time when the Cadet may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

## **3. Suspension Time Limits/Recommendation for Expulsion**

*Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. For each 2 days of suspension, a student can replace 1 day with 5 hours of community service. The community service hours must be approved by administration and be completed within 3 weeks of the incident.*

Upon a recommendation of expulsion by the Administrator, Commandant or Commandant's designee, the Cadet and the Cadet's guardian or representative will be invited to a conference to determine if the suspension for the Cadet should be extended pending an expulsion hearing. This determination will be made by the Administrator, Commandant or designee upon either of the following determinations:

- 1) The Cadet's presence will be disruptive to the education process
- 2) The Cadet poses a threat or danger to others. Upon either determination, the Cadet's suspension will be extended pending the results of an expulsion hearing.

A Cadet may be expelled by the OMI Superintendent upon the recommendation of the Discipline Board. The Discipline Board will consist of at least three members who are certificated and neither a teacher of the Cadet nor a member of the OMI's Governing Board. The Discipline Board may recommend expulsion of any Cadet found to have committed an expellable offense.

Cadets recommended for expulsion for an offense outlined in this section are entitled to a hearing to determine whether the Cadet should be expelled. Unless postponed for good cause, a Discipline Board Hearing shall be held within thirty (30) school days after the Commandant or designee determines that the Cadet has committed an expellable offense.

The Discipline Board will make a recommendation to the OMI Superintendent for a final decision whether to expel. The Discipline Board Hearing shall be held in closed session unless the Cadet makes a written request for a public hearing three (3) days prior to the hearing.

Written notice of the Discipline Board Hearing shall be forwarded to the Cadet, the Cadet's parent/guardian, and the Oakland Unified School District at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the Cadet. The notice shall include the date and place of the Discipline Board Hearing as well as the following:

- The date and place of the expulsion hearing;

- A statement of specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of OMI’s disciplinary rules which relate to the alleged violation;
- Notification of the Cadet’s or parent/guardian’s obligation to provide information about the Cadet’s status at the school to any other school district or school to which the Cadet seeks enrollment;
- The opportunity for the Cadet or the Cadet’s parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the Cadet’s behalf including witnesses.

Campus damage, hate crimes, gang activity, arson, fire alarm tampering, physical or cyber bullying, mayhem, obscene behavior to include presence of pornographic material weigh considerably when determining the appropriate consequence. Assertive Discipline Violations can include:

<b>Offenses</b>	<b>1st Violation</b>	<b>2nd Violation</b>	<b>3rd Violation</b>
Fighting or Assault	Suspension (1-5) Days	Cadet Honor Board(CHB), Suspension (1-5) Days	Possible Dismissal
Possession of Drugs	Suspension (1-5) Days	CHB, Suspension (1-5) Days	Possible Dismissal
Theft	Suspension (1-5) Days	CHB, Suspension (1-5) Days	Possible Dismissal
Sexual Harassment/Assault	Suspension (1-5) Days	CHB, Suspension (1-5) Days	Possible Dismissal
Possession of Weapon(s)	Suspension (1-5) Days	CHB, Suspension (1-5) Days	Possible Dismissal

**4. Special Considerations for Sexual Assault or Battery Cases:**

OMI may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the Discipline Board Hearing in the form of sworn declarations which shall be examined only by the OMI Discipline Board. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the Cadet.

The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying. OMI must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

The person conducting the Discipline Board Hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

The person conducting the Discipline Honor Board Hearing may also limit the time for taking the complaining witness's testimony to the hours he/she is normally in school if there is no good reason to take the testimony during other hours.

Prior to a complaining witness testifying, the support persons must be admonished that the Discipline Board Hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

If one or both of the support persons is also a witness, OMI must present evidence that the witness' presence is both desired by the witness and will be helpful to OMI. The person presiding over the Discipline Board Hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.

Especially for charges involving sexual assault or battery, if the Discipline Board Hearing is to be conducted in the public at the request of the Cadet being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.

Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

## **5. Record of Cadet Honor Board Hearing**

A record of the Cadet Honor Board Hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

## **6. Presentation of Evidence**

While technical rules of evidence do not apply to Discipline Board Hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Discipline Board to expel must be supported by substantial evidence that the Cadet committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the OMI Discipline Board determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the accused Cadet, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Discipline Board shall be in the form of written findings of fact and a written recommendation to the OMI Superintendent who will make a final determination regarding the expulsion.

If the Discipline Board decides not to recommend expulsion, the Cadet shall immediately be returned to his/her educational program and may be mandated to comply with the provisions of strict disciplinary probation.

The final decision by the OMI Superintendent shall be made within ten (10) school days following the conclusion of the hearing. The Superintendent or designee following a decision of the Discipline Board to expel shall send written notice of the decision to expel, including the Discipline Board's findings of fact, to the Cadet, the Cadets parent/guardian, and to the Oakland Unified School District. This notice shall also include the following:

- Notice of the specific offense committed by the Cadet
- Notice of the Cadet's or parent/guardian's obligation to inform any new district in which the Cadet seeks to enroll of the Cadet's status with OMI.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to the Cadet's district of residence. This notice shall include the following:

- The Cadet's name
- The specific expellable offense committed by the Cadet

## **7. Disciplinary Records**

OMI shall maintain records of all Cadet suspensions and expulsions at OMI. Such records shall be made available to the Oakland Unified School District upon request.

## **8. Appeal**

See Cadet/Parent handbook for further information.

## **9. Dismissed Cadets/Alternative Education**

Cadets who are dismissed shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.



## **10. Rehabilitation Plans**

Cadets who are expelled from OMI shall be given a rehabilitation plan upon expulsion as developed by the OMI Superintendent at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the Cadet may reapply to OMI for readmission.

## **11. Re-admission**

The decision to readmit a Cadet or to admit a previously expelled Cadet from another school district or charter school shall be in the sole discretion of the OMI Superintendent following a meeting with the Commandant or his designee and the Cadet and guardian or representative to determine whether the Cadet has successfully completed the rehabilitation plan and to determine whether the Cadet poses a threat to others or will be disruptive to the school environment. The Commandant shall make a recommendation to the OMI Superintendent following the meeting regarding his or her determination. The Cadet's readmission is also contingent upon OMI's capacity at the time the Cadet seeks readmission.

## **12. Suspension and Expulsion, Special Procedures for Cadets with Disabilities**

### **Notification of SELPA**

The charter school shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the charter school or the SELPA would be deemed to have knowledge that the student had a disability.

### **Services During Suspension**

Cadets suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### **Procedural Safeguards/Manifestation Determination**

See Cadet/Parent handbook for further information.

### **Due Process Appeals**

See Cadet/Parent handbook for further information.

### **Special Circumstances**

See Cadet/Parent handbook for further information.

### **Interim Alternative Educational Setting**

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

### **Procedures for Cadets Not Yet Eligible for Special Education Services**

See Cadet/Parent handbook for further information.

**OMI reserves the right to change policies and procedures outlined in this handbook. Notice of such changes will be provided in the weekly ParentSquare posts.**

# Coversheet

## 2024 Annual Vendor Contract List

**Section:** VI. Information/Discussion Items  
**Item:** F. 2024 Annual Vendor Contract List  
**Purpose:**  
**Submitted by:** Thomas James  
**Related Material:** OMI CONTRACTS -.pdf

### BACKGROUND:

Information regarding current vendor contracts to includes renewals and cancellations forecasted after July 2024

## 2023-2028

<b>Contract Name</b>	<b>Term / Month/YR</b>	<b>Renewal</b>
Florence Friendly Foods	8/6/2023-5/25/2024	yes
Hands on Technology	8/01/2023-5/30/2024	no
Rajashanea Everett	12/01/2023-5/30/2024	no
Raptor Technologies	5/01/2023-5/01/2025	
Board on Track	12/02/2023-12/02/2025	yes
Cyber High	7/01/2021-6/30/2024	no
Mark Basnage	7/01/2023-6/30/2024	no
E-Rate	9/01/2022-9/01/2023	pending
Sharp Business Systems	8/01/2023-8/01/2028	
Safetight Security	6/01/2023-6/01/2025	
Core Learning	6/01/2023-6/01/2024	pending
San Francisco Elevator	7/01/2021-6/30/2024	yes
First Alarm	10/01/2023-10/01/2028	
EdTec	7/01/2023-6/30/2027	
CWDL	6/01/2023-6/01/2024	yes
Relay PRO	6/05/2023-6/05/2024	yes
Oakland Enrolls	8/01/2024-8/01/2025	yes
School Nursing	4/01/24-4/30/2024	yes
Zoom Janitorial	7/01/2024-6/30/2025	
Aeries	8/01/2023-7/31/2024	yes
Marin IT	6/23/2023-6/23/26	
Master RTC Contract	June 4, 2024-June 30,2024	
Molly Schmidt	January 1, 2024- June 30, 2024	no
Lauren Greenberg	July 1, 2024-May 30, 2025	pending