



Oakland Military Institute, College Preparatory Academy

Regular Board Meeting

Published on November 27, 2023 at 3:26 PM PST

Date and Time

Thursday November 30, 2023 at 3:45 PM PST

Location

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

Room: B104

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

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

Agenda

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

	Purpose	Presenter	Time
B. Call the Meeting to Order			1 m
<p>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.</p>			
C. Public Comment			6 m
<p>INVITATION TO ADDRESS THE BOARD: Non-agenda, agenda, and Closed Session items.</p> <p>Summary: The Board encourages public comment concerning any item of importance and will recognize requests to speak before the item is discussed or voted upon. To assure your rights to address any action item, please notify the Executive Director's Office of your desire to speak by noon the day prior to the Board Meeting; 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.</p> <p>The Board encourages public comment concerning any item of importance and will recognize requests to speak on items not appearing on the Agenda. Speakers should be aware that the Board 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.</p> <p>If anyone has any questions or concerns, please contact the Executive Assistant to the Superintendent Mr. Carlos Rodriguez at crodriguez@omiacademy.org.</p>			
D. Ordering of the Agenda			2 m
III. Approval of Consent Items			3:55 PM
A. Minutes of September 14, 2023 Regular Meeting	Approve Minutes	Carlos Rodriguez	2 m
B. OMI Bank Account Activity (September 1, 2023 - October 31, 2023)	FYI	Jacque Eischens	10 m
C. Personnel Report	FYI	Kathryn Wong/ SGT Melanie Ruiz	5 m
D. New Contracts	Vote	Jacque Eischens	10 m

	Purpose	Presenter	Time	
IV. Superintendent's Update				
Dr. Streshly will provide the OMI Board an update on the following items:				
<ul style="list-style-type: none"> • Staff/Student Recognition • Instructional Initiatives Update 				
V. Information/Discussion Items			4:22 PM	
A.	Cashflow Update	FYI	Jacque Eischens	10 m
B.	Williams Act Report	FYI	Shann Chu	10 m
C.	Dual Enrollment Agreement: Merritt College x OMI CCAP Partnership	Discuss	Tim Murray/Christopher Lee	15 m
D.	Consideration of Employee Cost of Living Allowance for 2023-2024 (COLA)	Discuss	Jacque Eischens	10 m
VI. Action Items/Discussion			5:07 PM	
A.	First Reading: Title IX Harassment, Intimidation, Discrimination, and Bullying Policy	Discuss	Mary Streshly	10 m
VII. Closed Session			5:17 PM	
A.	Public Employee: Discipline/Dismissal/Release		Jerry Brown	30 m
VIII. Board Member Comments				
IX. Closing Items			5:47 PM	
A.	Adjourn Meeting			1 m

Coversheet

Minutes of September 14, 2023 Regular Meeting

Section: III. Approval of Consent Items
Item: A. Minutes of September 14, 2023 Regular Meeting
Purpose: Approve Minutes
Submitted by: Carlos Rodriguez
Related Material: Minutes for Regular Board Meeting on September 14, 2023

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on September 14, 2023.

RECOMMENDATION:

The OMI Board of Directors approve the attached minutes for the Regular Board Meeting held on September 14, 2023.



Oakland Military Institute, College Preparatory Academy

Minutes

Regular Board Meeting

Date and Time

Thursday September 14, 2023 at 3:45 PM

Location

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

Room: B104

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Directors Present

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

Directors Absent

D. Baldwin, D. Clisham, J. Breckenridge

Guests Present

5 other participants, C. Rodriguez, J. Eischens, Jennifer Tran, K. Wong, M. Streshly, S. Chu, S. Lipsey, T. James

I. Opening Items

A. Roll Call

B. Call the Meeting to Order

J. Brown called a meeting of the board of directors of Oakland Military Institute, College Preparatory Academy to order on Thursday Sep 14, 2023 at 4:03 PM.

C. Public Comment

Wing Wah Leung gave a public comment. He mentioned that he was at the previous board meeting and wanted the Board of Directors to consider having a conversation about hybrid/virtual meetings again. He explained that he believes that the staff at OMI are fortunate to have the ability to join the meetings but others do not. He wants others to be able to at the least join to listen in.

D. Ordering of the Agenda

A. Campbell Washington made a motion to approve the order of the agenda as it was presented.

M. Mares seconded the motion.

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

Roll Call

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

II. Approval of Consent Items

A. Minutes of August 10, 2023 Regular Meeting

A. Campbell Washington made a motion to approve the minutes from Regular Board Meeting on 08-10-23.

M. Mares seconded the motion.

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

Roll Call

J. Brown	Aye
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Roll Call

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

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

A. Campbell Washington made a motion to Approve the OMI Bank Account Activity (August 1, 2023-August 31, 2023).

M. Mares seconded the motion.

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

Roll Call

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

C. Personnel Report

A. Campbell Washington made a motion to approve the personnel report as presented.

M. Mares seconded the motion.

Marc Mares gave Kathryn Wong praise for putting all of the information that was provided in the personnel report. He specifically mentioned that he appreciated the the section with the new hires so that the Board can track that properly.

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

Roll Call

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

D. New Contracts

A. Campbell Washington made a motion to approve the new contracts presented.

M. Mares seconded the motion.

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

Roll Call

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

III. Student Board Member Report

A. Cadet Leadership Brief

Cadet First Lieutenant (C/1LT) Jennifer Tran gave a presentation about the current affairs of the OMI cadet body by targeting event recaps, school climate, student engagement and recruitment, and event outlooks.

Jennifer explained that the beginning our of the school had started wonderfully. She mentioned a few events from the beginning of the year that went well: Back to School Night, senior sunrise, picture day, and the first OMI community service of the year.

She explained that one of the ways that the cadet leadership team is keeping tabs on the school climate is by implementing monthly student surveys in which the students can let them know what they like and what can be improved by the school. Jennifer showed a pie chart for the middle and high schools to see how the students expressed their level of enjoyment of the school. She commented that high school students at OMI enjoyed the wider range of classes being offered for dual enrollment opportunities.

Some students noticed that the classroom environment had become a bit more disrupted and that was also on the radar of the cadet leadership team. Jennifer attributes the disruptiveness to the shortening of the entrance camps from 7 days to 5 days. The cadet leadership team believed that this was the reason for the students becoming more disruptive because the cadet leadership team did not have the opportunity to fully teach the incoming candidates about the nature of OMI.

Jennifer explained that OMI wants to change the perception of the school from a perceived reform school to a college preparatory school.

176 middle schoolers filled out the survey that the cadet leadership team sent out and 281 students did for high school.

OMI Cares was created for OMI students to volunteer in their communities. The cadet leadership team expressed that they want some sort incentive for the students to engage in OMI Cares and the other student activities in the future.

In her concluding statements, Jennifer gave a breakdown of the schedule for upcoming events like college tours, career panels, and SAT testing.

Dr. Streshly asked Jennifer to speak on the incentive field trips that just occurred. Students who performed better than their previous scores in the CAASPP/SBAC were selected to take a trip to Santa Cruz. The overall feeling was positive and the students felt higher morale. Those students pushed for better scores because they wanted to improve and get a chance to be on the field trip.

The cadet leadership group had the foresight to have at least one community service event for cadets per month to ensure that as many cadets as possible could participate.

Marc Mares asked Jennifer how the clubs are being ran and handled with finite material and space, being that the school is smaller. She explained that the clubs are classroom based and the sports usually take the field.

IV. Superintendent's Update

A. Staff/Student Recognition

Dr. Streshly expressed that she wants to make an effort to make it consistent to recognize students and staff during her Superintendent's Update. She also invited Cadet Commander Ryan Ton and Cadet 1st Lieutenant Jennifer Tran to chime in and recognize individual students when they need to acknowledge them.

Dr. Streshly began by recognizing the instructional leadership team. She mentioned that they were/are a very dedicated group to seeing the students succeed.

Dr. Streshly went on to say that she wanted to recognize the security team and Mr. Chu because they enforce the rules and are the first ones there when there is an issue.

Dr. Streshly wanted to recognize the athletics team. Tim Murray, Valmiria Amaya, and Alvaro Hernandez for their efforts in the sports teams that they lead.

B. Enrollment and Attendance Update

At the time of the board meeting, the current head count for students was 522. The goal/target was to be at 525 students. There are 229 students in the middle school and 294 students at the high school. The ADA for middle school was at 96% and the high school was at 94%. Dr. Streshly mentioned that OMI was starting to send out truancy letters and doing home visits to try to get more students here on time and present.

C. Considerations for Interest Bearing Account

Dr. Streshly reiterated that the Board wanted to have more information given to them for the interest bearing accounts.

Dr. Streshly suggested that OMI, Jacque Eischens, and some board members (Joseph Wire and Marc Mares) should create an Ad Hoc committee to look more deeply into it and create a board policy for that. She mentioned that operational money cannot be put in investment funds so it would have to be a special reserve used in those accounts.

The money used needs to be a special reserve and those types of accounts need to adhere to certain guidelines and codes so that the account is 100% secure.

Jerry Brown gave questions for the ad hoc committee to consider like how safe the account was. Marc Mares mentioned that he would like OMI to look into savings accounts as well with high interest bearing rates so that money can be taken out at any time.

D. Plan to Offer Employees Opportunity to Contribute to 403B/457 Plans

Kathryn Wong and Dr. Streshly began the process of allowing OMI employees to invest in 403B and 457 plans. Dr. Streshly mentioned that this is a common practice in other K-12 school districts so they wanted to bring this option to the staff here. You can make an agreement with a third party administrator at no charge to the board and they can make themselves available. The third party administrations are slated to come to the campus and speak with staff and educate them on this opportunity.

Marc Mares explained that OMI needs to be cautious and make sure that the teachers and staff are well informed about the 403B/457 plans so that there is no bad outcomes like he explained in his anecdote. Dr. Streshly mentioned that OMI will do its due diligence to make sure that the staff is well informed.

The OMI staff mentioned that there is an option with Cal STRS that allows for something similar if not the same thing as a 403B/457 plan investing. Shann Chu shared an anecdote that explained that he used the STRS option before and he saw that there were different options for low or high yielding investing. He mentioned too as well that the fees for Cal STRS was generally half of what the commercial lenders had their fees at.

E. Considerations for Early College Model Adoption

Dr. Streshly mentioned that OMI has weighted heavily in the direction of dual enrollment for the last few years. Roughly in 2018, the first set of dual enrollment classes were given at OMI. This year, OMI made a conscious effort expand the program and make more classes available and placed them in the departments. So, the Spanish teacher would be helping the dual enrollment Spanish class and the same for the other departments.

One way that the administrators of OMI want to transform the image of the school is by creating a pathway starting from 8th grade and culminating in senior year of what needs to be taken to receive full credit towards college eligibility.

In order to fulfill this goal, OMI would need to establish a strong Memorandum of Understanding with the Peralta Colleges to organize the Early College Model. Dr. Streshly mentioned that in order to go full early college, OMI would have to expand its policy to offer more than just electives for dual enrollment but some of the graduation requirements.

The Board and OMI Staff asked Jennifer Tran for her opinion on the subject of Early College Model adoption and she agreed that it sounds like a good idea. She explained that she thought having an Associate's degree while submitting applications for college acceptance would make OMI students more competitive. She gave the suggestion that not every student has to be in the dual enrollment classes because they will not prosper if they are not prepared.

Jerry Brown explained that he wanted to know what the teachers thought of the new proposed model. Cynthia Murphy was called up from the audience to give her perspective on the model and she said that she thought it was a good pathway and that more research was needed to see what classes were being offered at the universities. She also mentioned that this model was a good idea because the students having credits to their name will help financially. Rachel Mahlke was also called to speak on the matter and she explained that OMI should research the percentage of students that pass the dual enrollment classes and decide what is done based off that.

V. Information/Discussion Items

A. Cashflow Update

Jacque showed the cashflow from June 2023 to June 2024.

Our projected cash for June, July, and August was incorrect and projected less. OMI took what was on the software and not what was in the bank itself.

Jacque pointed out that March was going to be the lowest projected cashflow and explained that July and August are typically low projected months as well.

Some of the federal funds that were given to OMI will be taken back monthly as opposed to the entire funding all at the same time. That funding total will be about \$250,000 as opposed to the projected \$600,000 anticipated when building the OMI original budget.

She showed a bar graph that compared last years actuals with this year's projections. She explained that in some months, the projected number was higher in the 2023-2024 than last year.

OMI is projected to be in the deficit at the end of the year at about \$430,000, then the following year \$180,000, then the year after that \$325,000, so OMI has to be vigilant.

B. BARR/ASG Update

Shawna Lipsey gave the board a breakdown of what the BARR (Building Assets, Reducing Risks) program was about and it was to get our OMI cadets academically ready for college and be at grade level.

The goal of BARR is for students and staff to build relationships so students improve academically, socially, and emotionally.

BARR was brought in to help broaden the perspective of what it is to be a teacher. There are layers to the BARR structure. Shawna Lipsey and Christopher Lee have implemented the I-Times as part of the curriculum that structures student activities. Then there is a staff to staff meeting (OMI Academic Support Groups) that allows for the staff to work together to find the optimal outcomes for students.

The teachers take charge of the program while Shawna Lipsey and Christopher Lee coach them with the help of BARR representatives.

There is a process for how cadets are identified in weekly grade reports. Level 0-3 are how the students are categorized in ranging from no intervention needed to being addressed by the community connect team. Involving parents as much as possible is a goal of the program so that they know what is happening every step of the way.

Based on the graphs that were shown, Jerry Brown asked if the conclusion was that there was progress after starting the BARR program. It was confirmed by the graphs of grades 6-12 that there was progress.

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

This was brought to the board for consideration for the 2023-2024 school year. It is important to point out the cost and the cost to the ending fund balance. Since there will be no board meeting in October, Dr. Streshly suggested that there would be more information sent in the board letter so that there is appropriate action taken in November.

If approved, OMI Staff recommended that the Board consider a retroactive action to the cost of living allowance.

The COLA that the state got and will be getting in the coming years will decrease after this year. There will need to be restructuring but Dr. Streshly would like to avoid the restructuring to happen in the classroom. The OMI staff would like to see the classroom sizes stay small, as the sizes of the classes fluctuate from small to moderate.

Some of the restructuring will also go to the funds that are being used for coaching programs and technology infrastructure remodeling will be reduced because some of the expenses were already made this year.

Jerry Brown expressed that the teachers and staff were very important and that they needed to be taken care of so he is sympathetic to the idea of a pay raise.

VI. Action Items

A. Second Reading: Gifts, Grants, and Bequests Board Policy

A. Campbell Washington made a motion to approve the Gifts, Grants, and Bequests Board Policy as written after taking a second reading of the edits made.

M. Mares seconded the motion.

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

Roll Call

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

B. Approve Unaudited Actuals Report

M. Mares made a motion to approve the Unaudited Actuals Report.

A. Campbell Washington seconded the motion.

The total revenue was \$10.9 million with the majority of that coming from the LCFF but also a large percentage of the revenue came from federal and state funding. Reductions will be seen in the federal, state and local funds.

OMI had \$3.33 million in on time fund expenses. Jacque Eischens explained that this was an area that will be researched and evaluated to see how OMI will be funding those expenses after the one time funds are done.

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

Roll Call

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

C. Approve Consolidated Application

A. Campbell Washington made a motion to approve the Consolidated Application.

M. Mares seconded the motion.

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

Roll Call

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

D. Injury and Illness Prevention Program w/ COVID-19 Addendum

A. Campbell Washington made a motion to approve the Injury and Illness Prevention Program with COVID-19 addendum.

M. Mares seconded the motion.

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

Roll Call

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

VII. Closing Items

A. Adjourn Meeting

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

M. Mares seconded the motion.

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

Roll Call

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:21 PM.

Respectfully Submitted,
J. Brown

Coversheet

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

Section: III. Approval of Consent Items
Item: B. OMI Bank Account Activity (September 1, 2023 - October 31, 2023)
Purpose: FYI
Submitted by: Jacque Eischens
Related Material: 2023.09 and 2023.10 Salaries & Benefits.pdf
2023.10 Board Report of Checks.pdf
2023.09 Board Report of Checks.pdf

BACKGROUND:

Staff recommends ratification of payroll and vendor warrants paid between September 1, 2023 – October 31, 2023. Detailed information and supporting documentation are available for review in the Finance Department if needed.

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

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the payroll and vendor warrants paid during the time period of September 1, 2023 – October 31, 2023.

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

GROSS EARNINGS

Base Pay	377,041.18
Extra/Overtime Pay	10,721.21
Leave Payout	5,174.01
Substitutes	34,662.74
TOTAL	427,599.14

CONTRIBUTIONS

State & Federal Taxes	20256.62
PERS	25493.19
STRS	55989.6
Health & Welfare	59157.81
Other	367.26
TOTAL	161,264.48

SUMMARY

Gross Earnings	427,599.14
Contributions	161,264.48
TOTAL	588,863.62

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

GROSS EARNINGS

Base Pay	376,997.29
Extra/Overtime Pay	32,457.94
Leave Payout	-
Substitutes	37,719.08
TOTAL	447,174.31

DEDUCTIONS

State & Federal Taxes	20,580.03
PERS	25,937.26
STRS	56,472.33
Health & Welfare	62,598.93
Other	(7,308.08)
TOTAL	158,280.47

SUMMARY

Gross Earnings	447,174.31
Employer Contributions	158,280.47
TOTAL	605,454.78

ReqPay12b

Board Report

Checks Dated 10/01/2023 through 10/31/2023			
Check Number	Check Date	Pay to the Order of	Check Amount
0003150	10/03/2023	Amazon Capital Services	494.17
0003151	10/03/2023	Thomas L. James	319.14
0003152	10/03/2023	Dieu Ngoc Truong	1,689.58
0003153	10/03/2023	Dominic Cacioppo	3,607.50
0003154	10/03/2023	Lisa M. Szasz	37.50
0003155	10/03/2023	Melanie Rachelle Ruiz	766.28
0003156	10/03/2023	Rajashanea Everett	2,137.50
0003157	10/03/2023	Republic Indemnity CO of Ameri ca	3,141.47
0003158	10/03/2023	TeamLogic IT of Mountain View	1,100.00
0003159	10/03/2023	WrestlingMart.com, LLC	713.07
0003160	10/03/2023	Zoom Janitorial Service Inc	11,300.00
0003161	10/05/2023	MHE Receivables LLD	4,373.00
0003162	10/05/2023	Amazon Capital Services	1,485.57
0003163	10/05/2023	Durham School Services	1,546.50
0003164	10/05/2023	Fresno County Superintendent of Schools	9,500.00
0003165	10/05/2023	Grainger	751.25
0003166	10/05/2023	Jostens	37.02
0003167	10/05/2023	Miyoung Kang	75.05
0003168	10/05/2023	Molly Schmidt Consulting Group	1,237.50
0003169	10/05/2023	Nathan Mullins	100.00
0003170	10/05/2023	schoolAbility, LLC	20,000.00
0003171	10/05/2023	The Advantage Group	151.75
0003172	10/05/2023	Young, Minney & Corr,LLP	8,937.00
0003175	10/11/2023	Amazon Capital Services	216.52
0003176	10/11/2023	Cengage Learning	4,172.22
0003177	10/11/2023	Christopher Lee c/o OMIA	302.51
0003178	10/11/2023	Comcast Business Acct 980528458	604.59
0003179	10/11/2023	EBMUD Payment Center	663.74
0003180	10/11/2023	Mobile Modular	12,729.10
0003181	10/11/2023	Red Tomatoes Org	304.00
0003182	10/11/2023	Rough Riders Athletic Assoc	80.00
0003183	10/11/2023	Tariq Alroani	1,100.00
0003184	10/11/2023	Timothy Murray	180.00
0003185	10/12/2023	Amazon Capital Services	189.75
0003186	10/12/2023	CORE	18,500.00
0003187	10/12/2023	Houghton Mifflin Harcourt Pub	8,475.00
0003188	10/12/2023	Mark A Basnage	8,250.00
0003189	10/12/2023	MRC Smart Tech Solutions	1,626.43
0003190	10/12/2023	Running Warehouse	290.23
0003191	10/17/2023	3 J's Global Fire Protection	344.10
0003192	10/17/2023	AC Heating and Cooling Service Inc.	2,375.00
0003193	10/17/2023	Amazon Capital Services	48.50
0003194	10/17/2023	AT&T	845.27
0003195	10/17/2023	Christopher Lee c/o OMIA	864.08
0003196	10/17/2023	EBMUD Payment Center	2,398.04
0003197	10/17/2023	Grant Alexander Neal	111.81
0003198	10/17/2023	Miyoung Kang	33.74
0003199	10/17/2023	Moreau Catholic High School	180.00
0003200	10/17/2023	Sammy Enriquez c/o OMIA	4,284.00

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



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ReqPay12b

Board Report

Checks Dated 10/01/2023 through 10/31/2023

Check Number	Check Date	Pay to the Order of	Check Amount
0003201	10/17/2023	Verizon	1,527.51
0003203	10/18/2023	Marc Mares c/o OMIA	497.14
0003204	10/18/2023	schoolAbility, LLC	20,000.00
0003205	10/20/2023	Amazon Capital Services	165.57
0003206	10/20/2023	Durham School Services	1,263.88
0003207	10/20/2023	SHARP ELECTRONICS CORPORATION	1,318.07
0003208	10/20/2023	Valmiria Paulo Amaya	400.00
0003209	10/20/2023	Wex Bank	1,246.04
0003222	10/27/2023	Amazon Capital Services	191.34
0003223	10/27/2023	Mark A Basnage	8,550.00
0003224	10/27/2023	Mobile Modular	1,098.37
0003225	10/27/2023	Savvas Learning Co LLC	2,308.93
0003226	10/27/2023	Zoom Janitorial Service Inc	11,865.00
0003227	10/31/2023	Subway	93.51
0003228	10/31/2023	Amazon Capital Services	14.11
0003229	10/31/2023	Aqeel Jamil Ahmed	69.80
0003230	10/31/2023	Blaisdells	2,500.18
0003231	10/31/2023	Charter Schools Development Center	838.25
0003232	10/31/2023	Durham School Services	2,465.76
0003233	10/31/2023	ECOLAB	180.72
0003234	10/31/2023	Hazelden Betty Ford Foundation	32,443.69
0003235	10/31/2023	Kaiser Foundation Health Plan	56,496.47
0003236	10/31/2023	Noyolas Hauling	1,570.00
0003237	10/31/2023	Principal Life Insurance Co.	5,445.76
0003238	10/31/2023	Rajashanea Everett	1,987.50
0003239	10/31/2023	schoolAbility, LLC	20,000.00
0003240	10/31/2023	TeamLogic IT of Mountain View	1,100.00
0003241	10/31/2023	Waste Management of Alameda County	6,715.53
VCH-00000046	10/05/2023	Alameda County Office of Education	87,352.01
VCH-00000047	10/09/2023	U.S. Bank	1,110.02
VCH-00000048	10/09/2023	U.S. Bank	6,290.57
VCH-00000049	10/13/2023	Alameda County Office of Education	85,973.54
VCH-00000050	10/31/2023	U.S. Bank	2,524.29
Total Number of Checks			82
			508,273.04

Fund Recap

Fund	Description	Check Count	Expensed Amount
62	Charter Fund	82	508,273.04
	Total Number of Checks	82	508,273.04
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		508,273.04

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.



ReqPay12b

Board Report

Checks Dated 09/01/2023 through 09/30/2023

Check Number	Check Date	Pay to the Order of	Check Amount
0003028	09/01/2023	Amazon Capital Services	4,761.81
0003029	09/01/2023	K12 School Supplies	115.99
0003030	09/01/2023	Louis Educational Concepts LLC	10,149.00
0003031	09/01/2023	Marc Mares c/o OMIA	109.64
0003032	09/01/2023	Marin IT	40,288.02
0003033	09/01/2023	Quadient Leasing USA, Inc	1,031.64
0003034	09/01/2023	TeamLogic IT of Mountain View	2,200.00
0003035	09/01/2023	ULINE	2,323.43
0003036	09/01/2023	Waste Management of Alameda County	3,444.56
0003037	09/01/2023	Zoom Janitorial Service Inc	12,995.00
0003038	09/05/2023	Amazon Capital Services	430.28
0003039	09/05/2023	Durham School Services	1,527.75
0003040	09/05/2023	Evergreen Landscapes	160.00
0003041	09/05/2023	Kathryn Wong c/o OMIA	440.00
0003042	09/05/2023	San Francisco BART	296.75
0003043	09/05/2023	Santa Cruz Seaside Company	2,045.90
0003044	09/05/2023	Savvas Learning Co LLC	8,132.86
0003045	09/05/2023	Turnitin Holdings LLC	2,640.00
0003046	09/07/2023	Foundation for Education Admin	2,025.00
0003047	09/07/2023	Blaisdells	440.78
0003048	09/07/2023	Christopher Lee c/o OMIA	3,217.26
0003049	09/07/2023	Chronos Automatic Fire Prot	1,799.28
0003050	09/07/2023	Comcast Business Acct 980528458	2,420.50
0003051	09/07/2023	Dieu Ngoc Truong	1,219.00
0003052	09/07/2023	Durham School Services , L.P.	34.12
0003053	09/07/2023	Eduardo Martinez	199.50
0003054	09/07/2023	First Alarm	9,602.65
0003055	09/07/2023	Forsupplies Inc	10,452.32
0003056	09/07/2023	Fry Specialty Inc.	1,765.00
0003057	09/07/2023	Hands-On Technology Education	60,000.00
0003058	09/07/2023	Imagine Learning LLC	60,900.00
0003059	09/07/2023	Johnny Sheng Wu	2,208.00
0003060	09/07/2023	Ken Kusactay	22.10
0003061	09/07/2023	Louis Educational Concepts LLC	660.00
0003062	09/07/2023	Marin IT	4,555.09
0003063	09/07/2023	Mark A Basnage	8,850.00
0003064	09/07/2023	Mary Streshly	94.01
0003065	09/07/2023	May Cleaners	6,000.00
0003066	09/07/2023	Miyoung Kang	195.76
0003067	09/07/2023	North Coast Section, CIF	842.00
0003068	09/07/2023	PowerSchool Group LLC	3,318.86
0003069	09/07/2023	Rachel Mahlke	198.42
0003070	09/07/2023	Rajashanea Everett	2,025.00
0003071	09/07/2023	Relay, Inc	368.10
0003072	09/07/2023	San Francisco Elevator Service s	525.13
0003073	09/07/2023	The Hartford	38,188.50
0003074	09/07/2023	Therapy Notes, LLC	1,428.00
0003075	09/07/2023	Timothy Murray	152.00
0003076	09/12/2023	Multi-Health Systems, Inc	1,553.85

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



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ReqPay12b

Board Report

Checks Dated 09/01/2023 through 09/30/2023

Check Number	Check Date	Pay to the Order of	Check Amount
0003083	09/14/2023	AK Athletic Equipment Inc.	6,673.37
0003084	09/14/2023	Alliance Member Services	16,140.50
0003085	09/14/2023	Amazon Capital Services	625.32
0003086	09/14/2023	AT&T	887.15
0003087	09/14/2023	Blaisdells	4,542.21
0003088	09/14/2023	City of Oakland False Alarm Reduction Program	35.00
0003089	09/14/2023	CORE Districts	673.00
0003090	09/14/2023	Dieu Ngoc Truong	1,436.81
0003091	09/14/2023	EBMUD Payment Center	44.31
0003092	09/14/2023	Haskell New York Inc.	1,350.29
0003093	09/14/2023	Hayward Unified School Dist.	110.00
0003094	09/14/2023	Home Depot Credit Services	40.01
0003095	09/14/2023	Johnny Sheng Wu	2,415.00
0003096	09/14/2023	Kaiser Foundation Health Plan	29,854.26
0003097	09/14/2023	Kathryn Wong c/o OMIA	204.79
0003098	09/14/2023	Kathy Tran	288.82
0003099	09/14/2023	Lexli Avalos- Alvarez	20.27
0003100	09/14/2023	Louis Educational Concepts LLC	10,000.00
0003101	09/14/2023	Madera Uniform & Accesories	4,064.10
0003102	09/14/2023	Marin IT	253.75
0003103	09/14/2023	Mary Streshly	43.75
0003104	09/14/2023	Mobile Modular	12,729.10
0003105	09/14/2023	Oakland USD ATTN: Accounting M.Co/T.Truong	32,500.00
0003106	09/14/2023	Principal Life Insurance Co.	12,124.95
0003107	09/14/2023	Renaissance	347.20
0003108	09/14/2023	Sammy Enriquez c/o OMIA	4,035.00
0003109	09/14/2023	The Advantage Group	386.55
0003110	09/14/2023	Timothy Murray	50.67
0003111	09/14/2023	Verizon	403.39
0003112	09/14/2023	Accrediting Commission for Sch ools	1,190.00
0003113	09/14/2023	Wex Bank	541.44
0003114	09/22/2023	Amazon Capital Services	214.11
0003115	09/22/2023	CASBO	1,750.00
0003116	09/22/2023	Chronos Automatic Fire Prot	8,800.22
0003117	09/22/2023	Jostens	118.57
0003118	09/22/2023	Mark A Basnage	7,350.00
0003119	09/22/2023	Nathan Mullins	96.00
0003120	09/22/2023	Orbach Huff & Henderson LLP	1,657.50
0003121	09/22/2023	Red Tomatoes Org	228.00
0003122	09/22/2023	Relay, Inc	2,228.17
0003123	09/22/2023	Swing Education Inc.	210.00
0003124	09/22/2023	Zoom Video Communications, Inc .	26,384.83
0003125	09/25/2023	CORE	23,400.00
0003126	09/25/2023	Drams, Inc	6,000.00
0003127	09/25/2023	El Paseo Children's Center	3,061.35
0003128	09/25/2023	Young, Minney & Corr,LLP	3,929.50
0003131	09/28/2023	Brady Industries	3,265.93
0003132	09/28/2023	EMS LINQ INC	929.36
0003133	09/28/2023	Mobile Modular	1,098.37

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



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ReqPay12b

Board Report

Checks Dated 09/01/2023 through 09/30/2023

Check Number	Check Date	Pay to the Order of	Check Amount
0003134	09/28/2023	PG&E	9,390.95
0003135	09/28/2023	ULINE	2,908.96
0003136	09/28/2023	Amazon Capital Services	142.39
0003137	09/28/2023	Kaiser Foundation Health Plan	77,838.16
0003138	09/28/2023	MRC Smart Tech Solutions	165.00
0003139	09/28/2023	Principal Life Insurance Co.	7,595.03
0003140	09/28/2023	Quizlet Inc.	323.91
0003141	09/28/2023	San Francisco BART	198.50
0003142	09/28/2023	Swing Education Inc.	510.00
0003143	09/29/2023	Aeries Software	4,400.00
0003144	09/29/2023	Amazon Capital Services	175.78
0003145	09/29/2023	CA Interscholastic Federation	250.80
0003146	09/29/2023	ECOLAB	180.72
0003147	09/29/2023	Sammy Enriquez c/o OMIA	4,032.00
0003148	09/29/2023	ULINE	647.33
0003149	09/29/2023	Subway	428.93 *
Reissued on 09/29/2023			
VCH-00000042	09/15/2023	U.S. Bank	1,750.00 *
Cancelled on 09/18/2023			
VCH-00000044	09/29/2023	U.S. Bank	7,192.61 *
Reissued on 10/09/2023			
VCH-00000045	09/29/2023	U.S. Bank	428.93
Total Number of Checks			117
			671,645.78

	Count	Amount
Cancel	1	1,750.00
Reissue	2	7,621.54
Net Issue		662,274.24

Fund Recap

Fund	Description	Check Count	Expensed Amount
62	Charter Fund	114	662,274.24
Total Number of Checks		116	662,274.24
Less Unpaid Tax Liability			.00
Net (Check Amount)			662,274.24

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



Coversheet

Personnel Report

Section: III. Approval of Consent Items
Item: C. Personnel Report
Purpose: FYI
Submitted by: Kathryn Wong
Related Material: Staff Changes Cadre + Civilian BM 11-30-2023.pdf

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy charter requires that the Board of Directors approve all personnel transactions based on the recommendation of the Superintendent. Please find attached all personnel changes since our last board meeting on September 14, 2023.

RECOMMENDATION:

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

Oakland Military Institute (OMI) College Preparatory Academy School Military Staff as of September 1, 2023 - November 10, 2023				
New Hire:			FTE	Start Date / Separation Date:
Last Name	First Name	Job Title Description		
SSG Little	Dion	Logistics NCO		10/3/2023
SSG Wiley	Sinead	TAC NCO (Temporary BF)		10/1/2023
SPC Malangit	Kyla	Support Specialist		10/9/2023
SFC Yin	Alexander	TAC NCO (Return from Military Furlough)		11/1/2023
Military Furlough				
Last Name	First Name	Job Title Description		
SSgt Helfrich	Nichole	TAC NCO		Military Furlough 30 Aug - May 2024
SSgt Alexander	Yul	Support Specialist		Military Furlough 24 Oct - Feb 2024
Promotion:				
Last Name	First Name	Job Title Description		
Separations:				
Last Name	First Name	Job Title Description		
SGT Tran	Dong	Support Specialist		10/25/2023

Oakland Military Institute (OMI) College Preparatory Academy School Staff as of September 1, 2023-November 10, 2023				
New Hire:			FTE	Start Date / Separation Date:
Last Name	First Name	Job Title Description		
Au	Diane	Aide	1	10/5/2023
Castro	Miguel	Middle School English Teacher	1	11/1/2023
DeMarcky	Thomas	Substitute Teacher	1	10/23/2023
Lopez	German	Campus Monitor	1	10/11/2023
Magallanes	Alicia	Student Services Coordinator (Instructional Coach-Math Focus)	1	11/13/2023
Quintero	Maria	Long Term Sub/ Aide	1	9/22/2023
Rachal	Eugene	Biology Teacher	1	9/21/2023
Transfers:				
Last Name	First Name	Job Title Description		
Promotion:				
Last Name	First Name	Job Title Description		
Separations:				
Last Name	First Name	Job Title Description		
Alvarez	Edgar	Aide	0.49	9/27/2023
Ly	Jamie	Aide	0.49	9/25/2023
Martinez	Eduardo	Middle School English Teacher	1	11/3/2023
Michelotti	Allie	Art Teacher	1	9/15/2023
Perez	Ramon	Biology Teacher	1	9/11/2023
Quinn	April	SPED Teacher	1	10/20/2023
Teacher/Staff Vacancies:				
SPED Teacher			1	
Art Teacher			1	

Coversheet

New Contracts

Section: III. Approval of Consent Items
Item: D. New Contracts
Purpose: Vote
Submitted by: Jacque Eischens
Related Material: Stanford ACT Project Work Plan x OMI.pdf
Final_OMI-FY2023-26_CCAP_Partnership Agreement_10-26-2023.pdf
OMI_PPS_MOU.pdf

BACKGROUND:

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

Attached you will find:

Contract #1: Merritt College x OMI CCAP Partnership Agreement

Contract #2: Stanford ACT Project Work Plan

Contract #3: MOU- CSU East Bay x OMI_PPS

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.

Stanford ACT Project Work Plan

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY (“OMI”)

OBJECTIVE

Provide OMI leadership with a financial tool to help make better financial decisions by integrating the process with current accounting and state systems, and providing a forecasting tool.

WORKING HYPOTHESIS / ASSUMPTIONS

1. OMI does not have an efficient and effective way to assess how various scenarios affect its budget
2. OMI is aware of its key drivers for revenue and for expenses, but has limited ability to understand the impact of changing various factors.

PROJECT ELEMENTS

Data collection via information requests, staff interviews, data analysis followed by a mid-project “check in”, then finalizing the work based on client feedback.

CLIENT RESPONSIBILITIES

- Key staff member/s of client organization to serve as a team liaison/s
 - Dr. Mary Streshly/Superintendent
 - Commander Marc Mares/ Board liaison
 - Jacque Eischens/CFO Consultant
 - And others as appropriate
- Access to facility, accounting and HR staff, etc. as needed for information collection
- Input/collaboration along the way!
- Background information and/or staff assistance on:
 - Accounting and budgeting systems
 - Historical results: financial, enrollment, staffing levels
 - State funding process
 - Staff compensation model
 - Other sources of revenue/grants
- Feedback for the team throughout the project and in a written evaluation at project completion


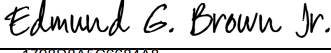

PROJECT DELIVERABLES

- Interactive 5-Year Excel/Google Sheet budgeting model that maps to the state budget and current accounting system
- In addition to a “Statement of Activities” type model above, a capital planning module that identifies major capital outlays and the resulting impact on OMI’s financial health

PRELIMINARY SCHEDULE

Phase	Required Activities (examples provided)	Est. Date
Sounding Board	Finalize work plan	9/25/23
Project Execution	Conduct initial research and analysis (charter school funding, expense structure, compensation system, current accounting systems/reporting, interviews), develop initial modeling	9/23-11/23
Mid-Term Check-in	Meet with key client contacts to review analysis and make initial recommendations; gather additional information as needed	NLT 10/31/23
Project Completion	Gather conclusions and make final recommendations to board of directors	11/30/23
Project Wrap-Up	Complete evaluations, provide written recommendations to ACT office, etc.	12/15/23

APPROVALS

<p>DocuSigned by:  <small>912ADA438400459...</small></p> <hr/> <p>Dr. Mary Streshly, Superintendent, OMI</p>	<p>10/2/2023</p> <hr/> <p>Date</p>
<p>DocuSigned by:  <small>1798D8A5C6684A8...</small></p> <hr/> <p>The Honorable Jerry Brown, Board Chair</p>	<p><i>Sept. 25, 2023</i></p> <hr/> <p>Date</p>
<p>DocuSigned by:  <small>5DF846F70024470...</small></p> <hr/> <p>Ron Bannerman, Stanford ACT Project Leader</p>	<p>10/2/2023</p> <hr/> <p>Date</p>

**COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
PARTNERSHIP AGREEMENT
BETWEEN
THE PERALTA COMMUNITY COLLEGE DISTRICT
AND THE
OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY**

This College and Career Access Pathways (“CCAP”) Partnership Agreement (“Agreement”) is between the Peralta Community College District on behalf of its community colleges (together, “PCCD”) and Oakland Military Institute College Preparatory Academy (“OMI”). This Agreement is dated as of November 1, 2023 (the “Effective Date”).

RECITALS

WHEREAS, PCCD is comprised of four (4) community colleges (College of Alameda, Berkeley City College, Laney College, and Merritt College, collectively, the “Peralta Colleges”) whose mission includes providing educational programs and services that are responsive to the needs of the students and communities in which it is located;

WHEREAS, OMI is a charter school located in one of the communities within PCCD’s service area, whose mission includes providing its students with skills to ensure they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success;

WHEREAS, California Assembly Bill 288, which was enacted on January 1, 2016, and added to the California Education Code section (“Cal. Educ. Code §”) 76004, allows community college districts, high/charter schools and school districts to collaborate “for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness”;

WHEREAS, given that recent research has shown that earning college credit while still in high school increases the chances that students will go on to college and earn a college degree, PCCD and OMI (collectively, the “Parties”) desire to collaborate and provide college credit courses pursuant to Cal. Educ. Code § 76004 (“Courses”) to high school students within Oakland Military Institute College Preparatory Academy’s geographic boundaries to provide pathways from high school to college that increase student persistence and completion rates at both institutions (the “CCAP Program”);

WHEREAS, the Parties desire to enter into this Agreement to comply with the requirements outlined under Cal. Educ. Code § 76004, memorialize their collaboration for this CCAP Program, set forth their mutual rights and responsibilities and the terms of their relationship and the Courses;

WHEREAS, Course instruction shall comply with this Agreement and such other student selection standards, curriculum guidelines, recommendations, policies, and procedures required by

applicable California law, to the extent they do not conflict with the specific provisions of Cal. Educ. Code § 76004;

WHEREAS, this Agreement contemplates that the Parties shall enter into a course agreement for each Course offered and taught pursuant to this Agreement (each a “Course Agreement”) in substantially the form attached hereto as Exhibit B, that each Course Agreement shall fully incorporate the terms of this Agreement by reference, and that each Course Agreement shall set out the necessary details specific to the particular Course;

WHEREAS, the Parties intend for PCCD to report full-time equivalent students (“FTES”) and obtain State of California (“State”) apportionment for the Courses in accordance with California Code of Regulations, Title 5 (“Title 5, CCR”), sections 58050, 58051, and 58051.5, along with any other applicable regulations; and

WHEREAS, nothing hereunder is meant to preclude the Parties from any benefits under other statutes, as long as those provisions do not conflict with this Agreement or the requirements of Cal. Educ. Code § 76004.

NOW, THEREFORE, the Parties mutually agree as follows:

TERMS

1. Outline of Cal. Educ. Code § 76004; Point of Contact; Recitals.

- A. Courses offered as part of this Agreement shall be community college Courses applicable towards a career in technical education at, or preparation for transfer to a community college to improve high school graduation rates, or to help high school students achieve college and career readiness. Exhibit A (“Operational Guidelines and Coordination of Responsibilities”) to this Agreement, which is hereby incorporated and made a part hereof, specifies additional detail regarding: the total number of high school students to be served and the total number of FTES projected to be claimed by PCCD for those students; the scope, nature, time, location, and listing of community college Courses to be offered; and the criteria in assessing the ability of students to benefit from those Courses.
- B. The Parties have identified their respective points of contact for this Agreement under Exhibit A, as described in more detail under Section 27 hereof.
- C. The above recitals are incorporated herein and made a part of this Agreement.

2. Board Approvals; Effective Date and Duration. As set forth on the signature page, each Party’s respective governing board has met and approved this Agreement in accordance with Cal. Educ. Code § 76004’s requirements as set forth in Section 31 hereof and this Agreement must be signed by an authorized representative of each Party. Prior to the commencement of the relationship contemplated by this Agreement, a copy of this signed, governing board-approved Agreement shall be filed with the California Community College Chancellor’s Office (“Chancellor’s Office”) and the California Department of Education. The Chancellor’s Office may void this Agreement if it determines that the Agreement does not comply with the requirements of Cal. Educ. Code §

76004. Provided that the Agreement is not voided by the Chancellor's Office, the Agreement shall become effective on the Effective Date and continue in effect for a three-year period, unless earlier terminated by the Parties in accordance with Section 4 of this Agreement.

3. **Student Eligibility.** Eligible students include those who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school students to achieve college and career readiness” and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificates.”

Concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students (other than those with a non-immigrant status) for tuition purposes are exempt from paying all or part of nonresident tuition. Students must be special admit part-time students who are attending high school in California.

4. **Early Termination.** This Agreement may be terminated for any reason by either Party. The Party desiring early termination without cause must provide written notice to the other Party so indicating. Termination shall be effective no sooner than the later of (i) forty-five (45) calendar days after actual receipt of the written notice or, (ii) the end of any Course then being taught, whichever is later. Once this Agreement is terminated, any Courses under this Agreement scheduled for the following semester(s) shall also be terminated.

5. **Course Agreements; Collaboration.**

- A. The Parties acknowledge that, pursuant to Cal. Educ. Code § 76004, a community college district participating in a CCAP partnership shall not (and PCCD will not) provide physical education course opportunities to high school students pursuant to Cal. Educ. Code § 76004 or any other course opportunities that do not assist in the attainment of at least one of the goals listed in Cal. Educ. Code § 76004(a).
- B. Any Course to be offered in accordance with this Agreement must be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit B. This Agreement must be referenced in each Course Agreement, and the terms of this Agreement are deemed to be a part of, and fully incorporated into, any and all Course Agreements pertaining to Cal. Educ. Code § 76004 Courses with high school students from Oakland Military Institute College Preparatory Academy. The Course Agreements indicate the time, date, location, number of educational hours, PCCD credits offered, number of students, Course description, and any other specifics related to each Course and as required under Cal. Educ. Code § 76004. Courses comparable to a course offered at the high school may not be offered and students may not enroll in a college course to alleviate a high school deficiency unless approved by Oakland Military Institute College Preparatory Academy. ***Except as provided in Section 17 herein, the terms of this Agreement may NOT be modified by a Course Agreement, and any inconsistency between the Agreement and the terms of a Course Agreement shall be resolved in favor of this Agreement.*** Any pre-existing dual enrollment agreements or other dual-

enrollment agreements hereinafter executed which are not intended to be Cal. Educ. Code § 76004 partnership agreements shall remain in full force and effect.

- C. While Courses shall be college Courses meeting PCCD's Course rigors and requirements, PCCD shall work collaboratively with Oakland Military Institute College Preparatory Academy's Superintendent or Dual Enrollment Administrator to identify possible Course offerings and related objectives and outcomes. The Vice President of Instruction at each Peralta College (or their designee) shall be responsible for developing, approving, and implementing CCAP Program Course Agreements and coordinating with Oakland Military Institute College Preparatory Academy's Dual Enrollment Administrator. OMI will ensure a process for the enrollment of high school students into the Courses and PCCD's colleges will support OMI in a timely manner with any enrollment issues that may arise, including but not limited to Add/Drops and waiving of student fees, as applicable.

6. Certifications for State Apportionment Purposes.

- A. Both Parties agree that OMI College Preparatory Academy shall not receive a State allowance or apportionment for an instructional activity (e.g., a Course) for which PCCD has been, or shall be, paid an allowance or apportionment.
- B. The Parties agree that the attendance of a high school student at a community college as a special part-time or full-time student pursuant to this Agreement is authorized attendance for which PCCD shall be credited or reimbursed pursuant to Cal. Educ. Code §§ 48802 or 76002, provided that OMI has not received reimbursement for the same instructional activity.
- C. OMI certifies, agrees, and acknowledges that PCCD will claim State allowance or apportionment for all students enrolled in the Courses under this Agreement.
- D. OMI certifies that the direct education costs of the Courses offered as part of this Agreement are not being fully funded through any public or private agency, individual, group, or other sources.
- E. PCCD certifies that it does not and shall not receive full compensation for the direct education costs of conducting the Courses from any public or private agency, individual, group, or other sources.
- F. OMI certifies and agrees that it shall not receive any reimbursement for the Courses and instructional activities provided under this Agreement.
- G. PCCD certifies that any PCCD Instructor teaching a Course on a high school campus has not been convicted of any sex offense as defined in Cal. Educ. Code § 87010, or any controlled substance offense as defined in Cal. Educ. Code §87011.
- H. OMI certifies that no PCCD Instructor teaching a Course at the high school has displaced or resulted in the termination of an existing high school teacher teaching the same Course on that high school campus.

- I. PCCD certifies that no OMI teacher teaching a Course offered for college credit at the high school has displaced or resulted in the termination of an existing PCCD faculty member teaching the same Course at a PCCD college campus.
- J. PCCD certifies that the Courses taught hereunder for college credit at OMI campus does not reduce access to the same Course offered at a PCCD college campus.
- K. PCCD certifies that participation in this Agreement is consistent with PCCD's core mission pursuant to Cal. Educ. Code § 66010.4 and that students participating in the Courses offered pursuant hereto shall not lead to enrollment displacement of otherwise eligible adults at PCCD's colleges, except in instances where the students participating in the Courses offered pursuant hereto are seeking to enroll in a community college Course that is required for the student's middle college high school program.
- L. The Parties certify that any remedial Course taught by PCCD faculty (which includes a qualified high school teacher teaching a college course as an "employee" of PCCD pursuant to Title 5, CCR § 58058(b)) at high school shall be offered only to high school students who do not meet their grade level standard in math, English, English as a Second or Other Language, or both, based on high school grades or an interim assessment in grade 10 or 11, as determined by Oakland Military Institute College Preparatory Academy, and that the delivery of these remedial Courses shall involve a collaborative effort between high school and community college faculty to deliver an innovative remedial course as an intervention in for a student grade 11 or 12 to ensure the student is prepared for college-level work upon high school graduation.
- M. Each Party certifies that it shall comply with local collective bargaining agreements and all State and Federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a Course hereunder offered for high school credit.
- N. For purposes of allowances and apportionments from Section B of the State School Fund, PCCD when conducting a closed Course on a high school campus pursuant to Cal Educ. Code § 76004(p)(1) shall be credited with those units of FTES attributable to the attendance of eligible high school students.

7. Program Requirements.

- A. The Courses shall comply with all applicable regulations, procedures, prerequisites, and standards applicable to PCCD, and local policies, practices, and requirements of Oakland Military Institute College Preparatory Academy. In the event of a conflict between the policies and requirements of PCCD and Oakland Military Institute College Preparatory Academy, the Parties shall make a good faith effort to resolve the conflict by identifying the interests of each Party and the procedure or policy at issue, provided however that to the extent that there is a conflict about the structure, composition, or instruction of a Course, PCCD's policies and requirements shall control. In the event the educational administrators are unable to resolve the conflict, the Parties shall escalate the issue to OMI and PCCD Representatives (as defined in Section 27 below). All matters shall be resolved in a manner such that this Agreement shall

continue to comply with the requirements of Cal. Educ. Code § 76004 and State apportionment requirements.

- B. Enrollment Period. Subject to change based on PCCD’s academic calendar, the tentative enrollment period for all Courses during the 2023-24, 2024-25, 2025-26 academic years shall be as follows, subject to adjustment to accommodate changes in PCCD and OMI schedules:

December	OMI shall submit all Course requests for the following academic year.
December	PCCD to confirm and notify OMI of CCAP Courses to be offered in Spring.
January	Last date for Spring Courses (negotiated the previous year) to be canceled with no financial repercussions for Oakland Military Institute College Preparatory Academy.
February - June (Fall) September - December (Spring)	The period during which Course Agreements are negotiated.
May	PCCD to confirm and notify OMI of CCAP Courses to be offered in Fall.
June (Fall) December (Spring)	Course Agreements are completed.
June	Last date for Summer Courses to be canceled with no financial repercussions for Oakland Military Institute College Preparatory Academy. All Summer Course Agreements are completed.
August 8	Last date for Fall Courses to be cancelled with no financial repercussions for Oakland Military Institute College Preparatory Academy.

Per PCCD’s enrollment management guidelines and collective bargaining agreement, the minimum enrollment per Course is 25 students (20 for Career Education Courses). Once a Course Agreement is fully executed, PCCD agrees to provide the Course covered by the Course Agreement.

- C. Number of Course Hours Sufficient to Meet the Stated Student Learning Outcomes. PCCD shall determine the student learning outcomes for each of the Courses and the number of

Course hours necessary to meet the learning outcomes, consistent with offerings of the same Course at a Peralta College campus. The student learning outcomes and corresponding Course hours shall be specified in the related Course Agreement. Under Cal. Educ. Code § 76004, students may receive dual credit at both the K-12 and the college level, as to be determined by the Parties.

- D. Supervision and Evaluation of Students. PCCD shall assign faculty to deliver and monitor the instruction of Courses in order to assure the quality and uniformity of instruction in accordance with the standards established by the California Department of Education, PCCD, and Oakland Military Institute College Preparatory Academy. The Parties shall take necessary measures to ensure that different sections of the same Course are taught in a manner consistent with the approved outline of record for the Course, as required by PCCD.

Instruction shall include best practices in teaching and learning and an integrated, outcome-based curriculum and instruction. PCCD and OMI shall coordinate to ensure students will receive academic-related support services, such as tutoring, in order to facilitate their success.

Supervision and evaluation of students shall be in accordance with PCCD guidelines, policies, pertinent statutes, and regulations, including Title 5, CCR §§ 58051, 580056. Student conduct will be governed by both PCCD's Code of Conduct (Administrative Procedure 5500, Board Policy 5500) and any other applicable PCCD policies and procedures and the high school site's Code of Conduct. During each Course, all students shall be under the immediate instructional supervision and control of the PCCD Instructor teaching the Course, who may be a PCCD part-time faculty member or PCCD contract faculty member. Instructors shall provide the supervision and control necessary for the protection of the health and safety of students and shall not have any other assigned duty during the instructional activity. Faculty shall be physically present in the classroom or lab or within the line-of-sight of the students.

- E. Drop Prior to Completion of the Course. A student's withdrawal prior to completion of the Course or late addition to the Course must be in accordance with PCCD guidelines, policies, pertinent statutes, and regulations. Students who withdraw from Courses offered as part of this CCAP Agreement will not receive college credit.
- F. Grades. Grades earned by students enrolled in Courses offered as part of this CCAP Agreement shall be posted on the official College transcript. Students may submit a request for Pass/No Pass, prior to PCCD's Add/Drop deadline, if the Course is designed as such in the College-approved Course outline of record.
- G. Right to Control and Direct Instructional Activities. Consistent with the standards established by the California Department of Education, PCCD is responsible for the Courses and has the sole right to control and direct the instructional activities of all Course instructors, who shall be PCCD faculty members regardless of whether or not the Course is offered on site at PCCD or Oakland Military Institute College Preparatory Academy. All instructional activity shall be under the immediate supervision and control of a PCCD Instructor who has met the minimum qualifications for instruction in the discipline of the Course at a California community college.

- H. Facilities.

- i. *Not Open to Public.* Pursuant to Cal. Educ. Code § 76004(o), enrollment in a Course is limited solely to eligible OMI students when the Course is offered at a high school campus of OMI during the regular school day and the Course is offered pursuant to this Agreement.
- ii. *Open to Public.* Except as stated in subsection (i) above, all Courses should be open to the general public, to anyone who meets properly established prerequisites or enrollment limitations, and must be held at facilities which are clearly identified as being open to the general public. As such, all such Courses held at OMI facility shall be at a time when the facility is open to the public, provided however, the Parties acknowledge and agree that OMI may require reasonable sign-in and sig-out requirements for any person attending a Course at an OMI facility. PCCD's policy on open enrollment, along with a description of the Course and information about whether the Course is offered for credit and is transferable, shall be published in the applicable Peralta College catalogue, schedule of classes, and any addenda to the schedule of classes.

If a Course is held at Oakland Military Institute College Preparatory Academy, OMI shall provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the Course and do so without charge to PCCD or any students. OMI agrees to clean, maintain, and safeguard Oakland Military Institute College Preparatory Academy's premises, including the space provided for Courses, including entries, hallways and restroom facilities. OMI warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes. In the event of an emergency during the teaching of a Course, PCCD instructors shall act in accordance with PCCD's policies, procedures and code of conduct and inform the principal of the applicable school ("School Principal") as soon as reasonably possible. If the Course is held on OMI property, OMI personnel shall be responsible for the safety of the students participating in the Courses.

- I. Equipment. PCCD understands and agrees that under State law, OMI K-12 students cannot be assessed fees for equipment, supplies, materials, and textbooks, as a condition to participation in educational experiences as a part of their public education. All equipment, textbooks, supplemental supplies, and materials required for Courses shall be provided free of charge to OMI students. OMI shall bear the cost of such equipment, materials, supplies, and textbooks, provided however that, as part of the preparation of each Course Agreement, the Parties shall meet and confer to confirm the requisite materials for said Course. The PCCD Instructor shall determine the type, make, and model of all equipment, books, and materials to be used during each Course and may use materials and equipment previously purchased for past Courses. Whenever possible, PCCD will use free and/or low-cost equipment, textbooks, supplemental supplies, and materials required for Courses and will help OMI with its efforts to identify appropriate funding sources therefore. PCCD's obligations herein are contingent on the reasonable availability of appropriate free or low-cost materials. An authorized representative OMI must sign a Course Agreement reflecting the Courses that will be provided at their facility each semester(s) in order to confirm the Courses and Oakland Military Institute College Preparatory Academy's obligation to provide for the equipment, books, supplies, and materials to be used by its students to provide classroom space for each such Course and to identify any special supports, etc. that may be needed.

- J. Enrollment.

- i. *Enrollment Requirements:* Subject to Section 7.I(i), enrollment shall be open to any person who has been admitted to PCCD and meets all applicable prerequisites. Applicable prerequisite Courses, training, or experience shall be determined by PCCD. All students must meet the standards and prerequisites of PCCD.

OMI shall ensure that each student for the Courses has met all of PCCD's admissions and enrollment requirements. A successful enrollment requires that each student has completed an online admission application and the Dual Enrollment Form, attached hereto as Exhibit D. The Dual Enrollment Forms must be accepted by PCCD's Admissions and Records Office. All fees are waived; however, the applicant may obtain an AC Transit pass and/or health care coverage by paying the applicable fees based on unit enrollment.

For high school students who meet all applicable enrollment requirements, PCCD's College's Admissions and Records Office shall enroll them into the Courses specified by Oakland Military Institute College Preparatory Academy.

PCCD *may allow* a special part-time student participating under this Agreement to enroll in up to a maximum of fifteen (15) units per semester if all of the following circumstances are satisfied:

1. The total units constitute no more than four (4) Courses per semester;
 2. The units are part of an academic program that is part of this Agreement; and
 3. The units are part of an academic program that is designed to award students both high school diploma and an associate degree or a certificate or credential.
- ii. *Priority Enrollment.* PCCD may assign priority Course registration to a student seeking to enroll in a Course that is required for the CCAP Program that is equivalent to the priority assigned to a student attending middle college high school as described in Cal. Educ. Code § 11300 and consistent with middle college high school provisions in Cal. Educ. Code § 76001.
- iii. *Enrollment and Related Fees.* Pursuant to Cal. Educ. Code § 76004, high school students enrolled in Courses offered through this Agreement shall not be assessed or charged a fee prohibited by Cal. Educ. Code § 49011, including a fee charged to a student or a student's parent or guardian, as a condition for Course registration or for textbooks, supplies, materials, and equipment needed to participate in the Course.
- iv. If a special part-time student meets all three of the requirements pursuant to Section 7(K)(i), PCCD must exempt such student from payment of the following community college fees pursuant to the Cal. Educ. Code § 76004(q):
- a. Student representation fee (Cal. Educ. Code § 76060.5);
 - b. Nonresident tuition fee and corresponding permissible "capital outlay" fee and/or "processing fee" (Cal. Educ. Code § 76140, 7614, 76142);
 - c. Transcript fees (Cal. Educ. Code § 76223);
 - d. Course enrollment fees (Cal. Educ. Code § 76300);
 - e. Apprenticeship Course fees (Cal. Educ. Code § 76350); and

- f. Child development center fees (Cal. Educ. Code § 79121).

Pursuant to PCCD Board Policy 5030 Student Fees and Cal. Educ. Code § 76300(f), the enrollment, campus use, and health service fees for students who are special part-time students enrolling under this Agreement (Cal. Educ. Code 76001) shall automatically be waived by PCCD. No AC Transit pass shall be provided by PCCD to such students. OMI shall notify PCCD of any holds on student accounts due to uncleared fees after the enrollment deadline and PCCD shall clear all such holds within forty-eight (48) hours of notification.

- K. Student Academic Records; Information Sharing. All student academic records, including permanent records of student attendance, grades and achievement shall be maintained by PCCD and Oakland Military Institute College Preparatory Academy.

Oakland Military Institute College Preparatory Academy's Dual Enrollment Administrator may request, and PCCD shall provide student information for the purposes of monitoring student enrollment, identifying student holds and facilitating Oakland Military Institute College Preparatory Academy's collaboration with the PCCD Admissions and Records Team. Release of student records is covered on Dual Enrollment Form (see Exhibit D).

Information sharing between the Parties is governed by the following, along with the Data Sharing Agreement attached hereto as Exhibit C:

- i. *Acknowledgement of Receipt of Notice of FERPA Regulations*. PCCD and OMI each understand and agree that education records of students enrolled in a CCAP Course and personally identifiable information contained in those education records are subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. pt. 99 ("FERPA"), including the disclosure provisions of FERPA and State law as set forth in Cal. Educ. Code §§ 49064, 49076. PCCD and OMI each agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to disclose such records except as authorized by applicable law or regulation or by prior written consent of the parent or guardian and student.
- ii. *Limitation on Use*. PCCD and OMI shall use each student education record that they may receive pursuant to this Agreement solely for the purpose(s) consistent with its authority and role hereunder and in accordance with Federal and State law, as may be applicable.
- iii. *Recordkeeping Requirements*. PCCD and OMI shall comply with the requirements governing maintenance of records for each request for access to and each disclosure of student education records set forth under FERPA and applicable State law.
- iv. PCCD shall provide Course data for relevant Courses (per their Course Agreements) twice per year, following the end of each semester or through Power BI or other data sharing system. PCCD shall provide high school transcript and grades data pursuant to a the Data Sharing Agreement that PCCD and OMI have executed, in the form attached hereto as Exhibit C, in bulk to Oakland Military Institute College Preparatory Academy. PCCD shall provide other requested relevant information and data to OMI on an as needed basis in a timely manner to ensure the goals of the CCAP Program are met.

- L. Support Services for Students. PCCD shall collaborate with OMI to facilitate student success by providing academic support in areas of Course-related tutoring and accommodations. Any office hours shall be provided in accordance with the Course Instructor’s contract. Upon identifying themselves to the instructor/PCCD and high school site, students with disabilities and/or learning differences shall receive reasonable accommodations for learning through the high school site/district and/or PCCD’s Student Accessibility Services (“SAS”) department. PCCD and OMI will work together to ensure the intake and access to SAS services and reasonable accommodations are accessible to students participating in CCAP Courses at OMI high schools.
 - M. Parental Consent. It is Oakland Military Institute College Preparatory Academy’s responsibility to obtain, and maintain on file, written parental consent from parents and/or guardians of students seeking to take Courses under this Agreement.
8. **Support Staff.** OMI shall provide personnel to perform clerical services. PCCD and OMI will work together to provide services associated with outreach activities and recruiting students, student supports, and other related services as may be necessary. PCCD, through the coordination of the Associate Vice Chancellor of Educational Services and Vice President of Student Services at each of the Peralta Colleges (or their designees), will provide access to student support services staff to support interested students in their effort to successfully matriculate to Peralta Colleges and enroll in Courses.
9. **Instructors.**
- A. PCCD to Select Instructors.
 - i. The selection of instructors will follow in accordance with Article 18 of PCCD’s applicable collective bargaining agreement. Course Instructors shall be faculty of PCCD who meet the minimum qualifications to provide instruction in a State community college (per Title 5, CCR §§ 53410, 58060). As such, these instructors shall be members of the Peralta Federation of Teachers bargaining unit (“PFT”) and shall have the full rights and privileges accorded to them thereby, as well as by the Peralta Academic Senate and California Education Code. The minimum qualifications shall be consistent with the requirements for other similar Courses offered by PCCD and shall be published or otherwise listed by PCCD.
 - ii. OMI teachers who have a master’s degree, meet the other PCCD requirements necessary for instructors at Peralta Colleges, and meet the minimum qualifications for the Course for which they are applying shall be eligible to apply to teach Courses under this Agreement. PCCD shall be the employer of record for purposes of assignment monitoring and reporting to the Alameda County Office of Education. OMI shall assume reporting responsibilities pursuant to applicable Federal teacher quality mandates. If selected, such instructors shall also become part-time PCCD faculty and members of the PFT, as described at the beginning of this Section. For purposes of this Agreement, eligible PCCD instructors and eligible OMI teachers who are teaching Courses shall be collectively referred to as “PCCD Instructors.”

B. Requirements and Evaluation.

- i. PCCD shall select and determine the number of PCCD Instructors, the ratio of Instructors to students, and the subject areas of instruction and work in collaboration with OMI to provide any requisite professional development activities.
- ii. Prior to teaching, OMI faculty shall receive discipline-specific training and orientation from PCCD regarding, but not limited to, Course curriculum, assessment criteria, pedagogy, Course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities. Said training shall be approved by and provided by PCCD.
- iii. PCCD faculty provided by OMI will participate in professional development activities sponsored by PCCD as required by the terms and condition of the contract referenced in Section 9(A) above and shall be encouraged to collaborate to address Course content, Course delivery, assessment, evaluation and/or research and development in the field.
- iv. All faculty performance shall be evaluated by PCCD using the adopted evaluation process and standards for PCCD faculty.

C. Conduct of Instructors.

- i. *Child Abuse and Neglect Reporting Act.* PCCD shall comply with the Child Abuse and Neglect Reporting Act, California Penal Code section (“Cal. Penal Code §”) 11164 *et seq.*, (“CANRA”) guidelines as “Mandated Reporters” to report suspicions of possible child abuse to the appropriate reporting agency as stated in Cal. Penal Code §§ 11164 – 11174.
- ii. *Staff Requirements.* PCCD shall adhere to the following staff requirements and shall provide OMI with:
 - *Tuberculosis Screening.* Current documentation of negative TB Test (PPD) on file for each PCCD Instructor working with students.
 - *Fingerprinting of Agents.* Current California Department of Justice (“CDOJ”) fingerprint clearance and Federal Bureau of Investigation (“FBI”) fingerprint clearance for each PCCD Instructor working with students. PCCD shall further certify that it has received and reviewed fingerprint results for each Instructor having contact with OMI students under this Agreement. No person who has been convicted of a violent or serious felony shall be eligible to teach any Courses offered as part of this Agreement or otherwise provide services on a OMI site.
 - *Drug-Free / Smoke-Free Policy.* PCCD understands that OMI does not permit drugs, alcohol, and/or smoking at any time in any buildings and/or grounds on OMI property. PCCD agrees to require PCCD Instructors to adhere to this policy.

10. Program Improvement. PCCD and OMI may annually conduct surveys of PCCD Instructors, School Principals, administration, student services support staff, and participating students, for the purpose of informing practice, making adjustments, and improving the quality of Courses offered as part of this Agreement.

11. A-G Course Articulation with University of California and California State University. To fulfill the CCAP objective of “improving high school graduation rates” and “increas[ing] student persistence and completion rates at both institutions,” PCCD will submit A-G Course-approved lists to the University of California and California State University by the published deadlines so that students at OMI may receive A-G credit for the Course(s) they complete.

12. Workers’ Compensation. OMI shall be the employer for all of its personnel who perform services in connection herewith. OMI shall be solely responsible for processing, investigating, defending, and paying all workers’ compensation claims by their respective OMI personnel, including Course Instructors, made in connection with performing services and receiving instruction under this Agreement or any related Course Agreement. PCCD shall be the employer for all of its personnel who perform services in connection herewith. PCCD shall be solely responsible for processing, investigating, defending, and paying all workers’ compensation claims by their respective PCCD personnel made in connection with performing services and receiving instruction under this Agreement or any related Course Agreement.

13. Indemnification.

A. OMI shall defend, hold harmless, and indemnify PCCD, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including, but not limited, to consequential damages, death, sickness, or injury to any person(s) or damage to any property (collectively, “Claims”), from any cause whatsoever arising from or connected with, in whole or in part, this Oakland Military Institute College Preparatory Academy’s performance of this Agreement and the Data Sharing Agreement or: (1) the condition of OMI premises or facilities and any injuries or damages resulting therefrom; (2) Oakland Military Institute College Preparatory Academy’s failure to process, investigate, defend, or pay any workers’ compensation claims by OMI personnel relating to, or in connection with, the provision of services under this Agreement, the Data Sharing Agreement, or any related Course Agreement; or (3) that arise out of or result from, negligent, wrongful, or willful acts or omissions of Oakland Military Institute College Preparatory Academy, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that OMI shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of PCCD or its faculty, personnel, independent contractors or representatives, in which case indemnification shall be administered on a comparative fault basis.

B. PCCD shall defend, hold harmless, and indemnify Oakland Military Institute College Preparatory Academy, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all Claims from any cause whatsoever arising from or connected with, in whole or in part, with PCCD’s performance of this Agreement and the Data Sharing Agreement or the negligent, wrongful, or willful acts or omissions of PCCD, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, *provided however* that PCCD shall not be responsible for any portion of a Claim that results from the gross negligence or intentional misconduct of OMI or its faculty, personnel, independent

contractors or representatives, in which case indemnification shall be administered on a comparative fault basis.

- C. These indemnity provisions shall survive termination of this Agreement, the Data Sharing Agreement, or any related Course Agreement and is in addition to any other rights or remedies that OMI or PCCD may have under law and/or otherwise.

14. Insurance Requirements.

- A. Each Party shall obtain, pay for, and maintain in effect or self-insure with respect to itself, during the life of this Agreement and Data Sharing Agreement, the following policies of insurance issued by an insurance company rated not less than “A-V” in Best Insurance Rating Guide and admitted to transact business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) commercial automobile liability for “any auto” with combined single limits of liability not less than \$1,000,000 per occurrence; (3) educators’ professional liability (including errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (4) sexual abuse and molestation, with a limit of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and (5) workers’ compensation insurance as required under State law.
- B. Each Party’s policy(ies) shall contain an endorsement naming the other Party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other Party at least thirty (30) days prior to cancellation or material change in the form of the policy or reduction in coverage. Each Party shall furnish the other with a certificate of insurance containing the endorsements required under this Section, and each Party shall have the right to inspect the other Party’s original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a Party’s coverage, that Party shall immediately file with the other Party a certified copy of the required new or renewal policy and certificates for such policy.
- C. Nothing in this Section concerning minimum insurance requirements shall reduce a Party’s liability or obligations under the indemnification provisions of this Agreement.
- D. The Parties acknowledge that both Parties are permissibly insured or self-insured under State law.

- 15. Discrimination and Harassment.** Each Party agrees it shall not unlawfully discriminate, harass, or allow harassment against any employee or other person because of gender, sexual orientation, race, color, ancestry, religious creed, national origin, mental or physical disability (including HIV and AIDS), marital status, or age, and shall comply with all applicable laws pertaining to employment. The Parties agree that all students participating in the Courses shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, military status, gender identity, medical condition (cancer related or genetic characteristic) as defined in California Government

Code section 12926, citizenship, or any other protected status, within the limits imposed by law or PCCD's applicable governing board policies.

- 16. Entire Agreement.** This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between the Parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement regarding the subject matter of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or promise made outside those expressly set forth in this Agreement and any related Course Agreement.
- 17. Modifications and Amendments.** The provisions of this Agreement, and its Exhibits attached hereto, may be modified only by mutual agreement of the Parties reflected in an executed amendment to this Agreement. No Course Agreement can modify the terms of this Agreement, unless expressly indicated in such Course Agreement that it is the intent of the Parties to deviate from this Agreement and such Course Agreement is signed by PCCD's Chancellor and Vice Chancellor of Academic Affairs, provided however that such modification shall apply only to the specific Course Agreement. Any modification or amendment to this Agreement shall be filed with the Chancellor's Office in accordance with the instructions contained in Cal. Educ. Code § 76004. No modification or amendment to this Agreement shall be agreed to or deemed effective to the extent it conflicts with Cal. Educ. Code § 76004, and no amendment shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought. Except as provided herein above, in the event of a conflict between a Course Agreement and this Agreement, this Agreement shall supersede and control.
- 18. Waiver.** Unless otherwise precluded by the terms of this Agreement, terms or conditions may be waived by the Party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving Party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
- 19. Assignment.** Neither Party may assign any rights or benefits or delegate any duty under this Agreement without written consent of the other Party. Any purported assignment without written consent shall be void.
- 20. Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right to subrogation or action against any Party to this Agreement.
- 21. Severability.** If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- 22. Notices.** Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the Parties

or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

- 23. Authority to Enter Into Agreement.** Each Party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.
- 24. Status of the Parties.** Neither Party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other Party. Each Party shall be solely responsible for paying all salaries, wages, benefits, and other compensation to which its respective employees or subcontractors may be entitled to receive in connection with performing services under this Agreement and any related Course Agreement.
- 25. Retention and Audit of Records.** Each Party shall maintain records pertaining to its performance of this Agreement and related Course Agreements as may be required by Federal and State law. Each Party may review and obtain a copy of the other Party's pertinent records subject to Federal and State privacy statutes.
- 26. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this Agreement shall be Alameda County, California.
- 27. Points of Contact; CCAP Oversight Committee.** OMI shall name, under Exhibit A, a senior OMI executive to serve as the point of contact to PCCD (“OMI Representative”) for any issues concerning this Agreement. PCCD shall name a senior PCCD executive under Exhibit A to serve as PCCD’s point of contact for any issues concerning this Agreement (“PCCD Representative”). These individuals, or their designees, shall be responsible for monitoring and facilitating the provisions of this Agreement.

The Parties shall maintain a CCAP Committee to provide feedback, evaluation, and recommendations for changes or improvements to this special admit program and for addressing conflicting policies and requirements in order to ensure student success and operational effectiveness. Oakland Military Institute College Preparatory Academy’s Dual Enrollment Administrator, PCCD’s education administrator (e.g., the Faculty Coordinator), OMI Representative, and PCCD Representative shall be members of the CCAP Committee. OMI Representative and PCCD Representative may each appoint up to three (3) additional members from their respective Parties to serve as members thereof. One of such members to be appointed by PCCD Representative shall be a PFT Representative.

The CCAP Committee shall meet regularly, at mutually agreed upon intervals, but no less than once a month (or more frequently as needed), to discuss student progress, data reporting requirements, the evaluation of student level data and system level data to determine the effectiveness of the CCAP Program, and other Program-appropriate issues or concerns, successes,

and recommendations, including whether to extend this Agreement and any changes that should be reflected in any such extension or renewal document.

28. Reporting Requirements. In accordance with Cal. Educ. Code § 76004, PCCD, in conjunction with Oakland Military Institute College Preparatory Academy, shall report annually to the Chancellor’s Office all of the following:

1. The total number of high school students by school site enrolled in each CCAP Course under Cal. Educ. Code § 76004, aggregated by gender and ethnicity, and reported in compliance with all applicable Federal and State privacy laws;
2. The total number of community college Courses by Course category and type and by school site enrolled in by students participating in this CCAP Program ;
3. The total number and percentage of successful Course completions, by Course category and type and by school site, of students participating in this CCAP Program; and
4. The total number of FTES generated by students participating in this CCAP Program.

OMI shall provide all necessary data and assistance requested by PCCD to meet the reporting requirements under this Section 28 and under Cal. Educ. Code § 76004.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

30. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. OMI verifies that PCCD does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>.

31. Approval of the Board. As a condition of, and before commencing, this Agreement, each of the governing board of PCCD and the governing board of OMI shall at an open public meeting allow and take comments from the public on, and approve or disapprove, this Agreement. This Agreement shall not be executed until such time as it is approved by the governing board of PCCD and the governing board of Oakland Military Institute College Preparatory Academy.

32. Notice. Any notices to be given pursuant to this Agreement shall be given in writing and delivered both by (1) e-mail and (2) delivered personally, or by first class United States mail, postage pre-paid, addressed to the parties at the addresses set forth below or at such other addresses as may be provided by written notice to the other Party. The Parties may change the address and contact information for notices by providing written notice in the aforesaid manner.

PERALTA COMMUNITY COLLEGE DISTRICT:	OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY:
<u>Name:</u> Dr. Tina Vasconcellos <u>Title:</u> Associate Vice Chancellor of Educational Services <u>Email:</u> tvasconcellos@peralta.edu <u>Mailing Address:</u> 333 East 8 th Street	<u>Name:</u> Dr. Mary E. Streshly <u>Title:</u> Superintendent <u>Email:</u> mstreshly@omiacademy.org <u>Mailing Address:</u> 3877 Lusk St. Oakland, CA 94608

<p>Oakland, CA 94606 <u>Telephone:</u></p> <p>With a copy to: <u>Title:</u> Contracts Coordinator <u>Email:</u> contracts@peralta.edu <u>Mailing Address:</u> 333 E. Eighth Street, Oakland, CA 94606</p>	<p><u>Telephone:</u> 510-594-3900</p> <p>With a copy to: Mr. Shann Chu <u>Title:</u> Director, Teaching and Learning <u>Email:</u> schu@omiacademy.org <u>Mailing Address:</u> 3877 Lusk St. Oakland, CA 94608</p>
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below, to be effective as of the Effective Date.

**OAKLAND MILITARY INSTITUTE
COLLEGE PREPARATORY ACADEMY**

PERALTA COMMUNITY COLLEGE DISTRICT

By: M.E. Streshly
M.E. Streshly (Nov 9, 2023 10:11 PST)
Name: Dr. Mary E. Streshly
Title Superintendent
Date: 11-09-2023

By: Jannett N. Jackson
Jannett Jackson (Nov 11, 2023 15:27 PST)
Name: Jannett N. Jackson, PhD
Title: Interim Chancellor (*Authorized Agent*)
Date: 11/11/2023

EXHIBIT A

Operational Guidelines and Responsibilities

WHEREAS, Peralta Community College District (“PCCD”) and OMI (“OMI”) agree to record certain specific components of the College and Career Access Pathways (“CCAP”) Partnership Agreement, dated as of November 1, 2023 (“Agreement”), the terms of which are incorporated herein by this reference, using this Exhibit A for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered (“Courses”); and criteria to assess the ability of students to benefit from those Courses;

WHEREAS, the terms of the Agreement are incorporated herein by this reference; and

WHEREAS, PCCD and OMI are important strategic partners because OMI is a significant feeder into PCCD’s colleges. It is in the best interest of PCCD and OMI to prioritize in the CCAP/Dual Enrollment collaboration and all the related activities that are critical for its success, so as to promote OMI students’ matriculation into Peralta Colleges, to encourage students’ persistence through Courses and the completion of a degree.

NOW THEREFORE, PCCD and OMI agree as follows:

1. Point of Contact

The PCCD Representative and OMI Representative for the purposes of the Agreement for the term of this Exhibit are as follows:

	Name and Title	Telephone	Address	Email
PCCD Representative	Dr. Tina Vasconcellos	510-333-4199	333 East 8 th Street Oakland, CA 94606	tvasconcellos@peralta.edu
OMI Representative	Dr. Mary E. Streshly	510-594-3900	3877 Lusk Street Oakland, CA 94608	mstreshly@omiacademy.org
OMI Dual Enrollment Administrator	Mr. Shann Chu	520-594-3900	3877 Lusk Street Oakland, CA 94608	schu@omiacademy.org

2. Coordination of Responsibilities.

A. Joint Responsibilities.

- i. PCCD and OMI both commit to appointing an educational administrator (Dual Enrollment Administrator in the case of Oakland Military Institute College Preparatory Academy) who shall facilitate coordination and cooperation between PCCD and OMI in conformity with PCCD and OMI policies and standards and manage the responsibilities indicated in the CCAP Program. The educational administrators' roles shall consist of, but not be limited to, the following:
 - a. Working with colleges to coordinate Course offerings offered under this Agreement.
 - b. Serving as a liaison between PCCD and OMI as it relates to: Course scheduling, curriculum, resources, and personnel to assure clear communications and enrollment functions for high school students, faculty, administrators, staff, and others.
 - c. Serving as liaison for the recruitment and/or hiring of PCCD Instructors in the CCAP Program, to ensure a robust pool of qualified faculty for the CCAP Program.
 - d. Providing a variety of outreach and support services; assisting program participants with obtaining and maintaining program enrollment; monitoring the attendance, goals, and progress of program participants.
 - e. Updating and providing program information, including website updates and in-person presentations, to students, parents, and the community.
- ii. PCCD and OMI have each identified a Title IX Coordinator to coordinate efforts with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement alleging harassment, discrimination, or any other violation of law, including but not limited to Title IX, the Title IX Coordinator from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The Title IX Coordinator from PCCD and OMI shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing, and resolving such complaint. Neither PCCD nor OMI may abandon or assign their obligations under the law, including Title IX, and each Party shall cooperate with the efforts of the other Party to comply with its Title IX obligations arising from this CCAP Agreement.

B. PCCD Responsibilities.

- i. PCCD's educational administrator shall provide OMI personnel with reasonable assistance, direction, and instruction in how to fulfill its responsibilities under this CCAP Agreement, including conducting appropriate student assessment, outreach/recruitment activities, and compliance with PCCD policies, procedures, and academic standards.

- ii. PCCD shall notify Oakland Military Institute College Preparatory Academy's Dual Enrollment Administrator as soon as reasonably possible upon learning of any accident or incident in connection with the CCAP Program at Oakland Military Institute College Preparatory Academy. PCCD shall require its instructors to inform PCCD of accidents or incidents.
 - C. OMI Responsibilities. OMI shall appoint a Dual Enrollment Administrator who shall facilitate coordination and cooperation between OMI and PCCD in conformity with OMI policies and standards.
 - D. Both PCCD and OMI agree to prioritize and sustain the CCAP Program, subject to State budget allocations and the economic/financial certainty of both Parties.
- 3. Enrollment Process:** The Parties agree to work together to help facilitate the success of students enrolling in Courses under the terms of this Agreement. OMI and PCCD's College Admissions and Records Office shall enroll students pursuant to procedures outlined in the Dual Enrollment Form, as may be updated from time to time by the Parties (see Exhibit D). The process is as follows:
- A. All new PCCD students participating in the CCAP Program must submit a PCCD online application and Dual Enrollment Form. The Dual Enrollment Form provides approval for the student to enroll in a PCCD Course during the time they are at a OMI high school.
 - B. For each Course, OMI will provide PCCD the list of students who should be enrolled into the Course.
 - C. PCCD's College Admissions & Records Office shall enroll students into the Course indicated on the online Course roster. Note: New students must provide a Dual Enrollment Form and continuing students need only to be listed on the online roster. Students who skip two consecutive primary semesters must submit another PCCD online application.
 - D. The PCCD's College Admissions and Records Office shall designate a staff person(s) to manage all dual enrollment processes and serve as a liaison to OMI on issues of enrollment. Two (2) weeks prior to the start of each semester, PCCD designated staff and OMI shall prioritize the enrollment of students taking a Course to ensure students are enrolled prior to the census deadline. Only in special circumstances that were outside of the control of students and after consultation with PCCD's education administrator and Course Instructor may a student be added after the census deadline.

4. Programs

PCCD is responsible for all education programs and Courses offered as part of the Agreement, regardless of whether the education program and Courses are offered at OMI or PCCD campuses.

PCCD and OMI have identified the Courses listed in Appendix I to this Exhibit A to be offered during the semester.

5. **Books and Materials.** The total costs of books and instructional materials for OMI students participating as part of the Agreement shall be OMI and its high schools. The books and materials needed for each Course are set forth in the Course Agreements.
6. **Changes.** Any changes that need to be made to the foregoing information shall require the advance written approval of PCCD and Oakland Military Institute College Preparatory Academy, except for change in the name or contact information of the Parties' representatives, in which case written notification shall be sufficient.
7. **Course Agreement.** All Courses to be offered in accordance with the Agreement must each be memorialized in a Course Agreement substantially in the form attached hereto in Exhibit B.

Appendix I to Exhibit A

<u>Course Department</u>	<u>Course Title</u>	<u>Course Number</u>	<u>Semester</u>	<u>Peralta College (Likely)</u>	<u>Days/times OPTIONS</u>	<u>Location</u>	<u>Number of Students to be Served</u>	<u>Projected Number of FTES</u>
<u>Apparel Design and Merchandising</u>	<u>Apparel Design and Sketching</u>	<u>ADAM 111</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>	
<u>Apparel Design and Merchandising</u>	<u>Apparel Design</u>	<u>ADAM 112</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>	
<u>Apparel Design and Merchandising</u>	<u>Apparel Construction I</u>	<u>ADAM 131</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>	
<u>Apparel Design and Merchandising</u>	<u>Apparel Construction II</u>	<u>ADAM 132</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>	
<u>Apparel Design and Merchandising</u>	<u>Pattern Drafting I</u>	<u>ADAM 221</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>	
<u>Apparel Design and Merchandising</u>	<u>Pattern Drafting II</u>	<u>ADAM 222</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>	
<u>Administration of Justice</u>	<u>Concepts of Criminal Law</u>	<u>ADJUS 22</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Administration of Justice</u>	<u>Principles and Procedures of the Justice System</u>	<u>ADJUS 23</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Administration of Justice</u>	<u>Community Relations</u>	<u>ADJUS 25</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Administration of Justice</u>	<u>Introduction to Forensic Investigation</u>	<u>ADJUS 26</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>Administration of Justice</u>	<u>Criminal Investigation</u>	<u>ADJUS 56</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>African American Studies</u>	<u>Intro to African American Studies</u>	<u>AFRAM 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>African American Studies</u>	<u>Black Economics</u>	<u>AFRAM 2</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>African American Studies</u>	<u>The Black Panther Party: Strategies on Organizing People</u>	<u>AFRAM 4</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>African American Studies</u>	<u>Psychology of African-Americans</u>	<u>AFRAM 12</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	
<u>African American Studies</u>	<u>Ethnic Perceptions in Media</u>	<u>AFRAM 13</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>	

<u>African American Studies</u>	<u>Social Psychology of African-American Male/ Female Relationships</u>	<u>AFRAM 14A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Social Psychology of African-American Male/ Female Relationships</u>	<u>AFRAM 14B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Prison Industrial Complex</u>	<u>AFRAM 16</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>African Diaspora in Latin America</u>	<u>AFRAM 18</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Racism in the United States</u>	<u>AFRAM 19</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Perceptions of African-American Women</u>	<u>AFRAM 23</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Classical African Civilizations</u>	<u>AFRAM 25</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Afro-Caribbean History, Politics and Culture</u>	<u>AFRAM 27</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>African-American Experience Through Films</u>	<u>AFRAM 29</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>African American History- Africa to 1865</u>	<u>AFRAM 30</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Afram history: 1865 -1945</u>	<u>AFRAM 31</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Roots of African-American Culture</u>	<u>AFRAM 33</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Women of Color</u>	<u>AFRAM 35</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Environmental Racism and Justice</u>	<u>AFRAM 38 (ENVMT 12)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>Black World Films</u>	<u>AFRAM 39</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>African-American Writers (Fiction)</u>	<u>AFRAM 41</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>African-American Writers (Non-Fiction)</u>	<u>AFRAM 42</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>African American Studies</u>	<u>African-American Writers (Poetry)</u>	<u>AFRAM 43</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>African American Studies</u>	<u>History of Africa from 1800 to the Present</u>	<u>AFRAM 50A, 50B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>American Sign Language</u>	<u>American Sign Language I, II, III, and IV</u>	<u>ASL 50, 51, 52, 53</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Anthropology</u>	<u>Introduction to Social and Cultural Anthropology</u>	<u>ANTHR 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Anthropology</u>	<u>American Mosaic: The Cultures of the United States</u>	<u>ANTHR 14</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Apparel Design and Merchandising</u>	<u>Portfolio Development I</u>	<u>ADAM 229</u>	<u>TBD</u>	<u>CoA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Apparel Design and Merchandising</u>	<u>Portfolio Development II</u>	<u>ADAM 230</u>	<u>TBD</u>	<u>CoA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Arabic</u>	<u>Elementary Modern Standard Arabic</u>	<u>ARAB 1A/B</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Architecture</u>	<u>Introduction to Design Professions and Architecture Administration</u>	<u>ARCH 10</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Architecture</u>	<u>Architectural Drafting and Design I</u>	<u>ARCH 13</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Architecture</u>	<u>Special Projects Laboratory</u>	<u>ARCH 200</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Introduction to Art History</u>	<u>ART 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Art</u>	<u>History of African American Art</u>	<u>ART 7</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Art</u>	<u>Beginning or Continuation Drawing and Composition</u>	<u>ART 20/21</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Beginning Painting</u>	<u>ART 50</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Intermediate Painting</u>	<u>ART 52</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Selected Topics in Art</u>	<u>ART 48GA-MZ</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Beginning Painting: Watercolor</u>	<u>ART 60</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Beginning Ceramics</u>	<u>ART 80</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>

<u>Art</u>	<u>Mural Design and Creation I</u>	<u>ART 133A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Eco Art Matters: Beginning</u>	<u>ART 141</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Art</u>	<u>Eco Art Matters: Continuing Food and Water</u>	<u>ART 144</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Art</u>	<u>Eco Art Matters: Community Outreach and Collaboration</u>	<u>ART 145</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Art</u>	<u>Special Projects: Eco Art Matters</u>	<u>ART 146</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Fundamentals of Drawing</u>	<u>ART 202</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Fundamentals of Painting</u>	<u>ART 205</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Art</u>	<u>Foundations of Ceramics</u>	<u>ART 208</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Asian American Studies</u>	<u>Women of Color</u>	<u>ASAME 35</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Automotive Mechanics</u>	<u>Introduction to Auto Mechanics</u>	<u>ATECH 22</u>	<u>TBD</u>	<u>CoA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Automotive Mechanics</u>	<u>Transportation Technology Principles</u>	<u>ATECH 21</u>	<u>TBD</u>	<u>CoA</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Biology</u>	<u>General Biology</u>	<u>BIOL 1A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Human Anatomy</u>	<u>BIOL 2</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Microbiology</u>	<u>BIOL 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Human Physiology</u>	<u>BIOL 4</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Introduction to Biology</u>	<u>BIOL 10</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Human Anatomy and Physiology</u>	<u>BIOL 20A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Human Anatomy and Physiology</u>	<u>BIOL 27</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Biology</u>	<u>Applied Immunology, Applied Molecular Genetics, Human Genetics</u>	<u>BIOL 33, 34, 36</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Intro to Biotech</u>	<u>BIOL 50A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Marine Biology</u>	<u>BIOL 9</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Biology</u>	<u>Natural History of the Bay Area</u>	<u>BIOL 60A-E</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Bioscience</u>	<u>Genomics Theory</u>	<u>BIOSC 30</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Bioscience</u>	<u>Theory and Practice of Microscopy</u>	<u>BIOSC 101</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Intro to Business</u>	<u>BUS 7</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Intro to Business</u>	<u>BUS 10</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Small Business Management</u>	<u>BUS 54</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Introduction to Marketing</u>	<u>BUS 70</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Introduction to Advertising</u>	<u>BUS 74</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Salesmanship</u>	<u>BUS 75</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>E-Commerce / Entrepreneurship</u>	<u>BUS 76</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Financial Literacy</u>	<u>BUS 80</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Business</u>	<u>Intro to Digital Marketing</u>	<u>BUS 83</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Carpentry</u>	<u>Special Projects</u>	<u>CARP 200</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-25</u>
<u>Carpentry</u>	<u>Digital Fabrication I & II</u>	<u>CARP 224A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Carpentry</u>	<u>Intro to the Skilled Trades I and II</u>	<u>CARP 251A/B</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-25</u>

<u>Chemistry</u>	<u>General Chemistry</u>	<u>CHEM 1A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Chemistry</u>	<u>Organic Chemistry</u>	<u>CHEM 12A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Chemistry</u>	<u>Introductory General Chemistry</u>	<u>CHEM 30A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Chemistry</u>	<u>Beginning Chemistry</u>	<u>CHEM 50</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Child Development</u>	<u>Child Growth and Development</u>	<u>CHDEV 51</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Child Development</u>	<u>The Child, the Family and the Community</u>	<u>CHDEV 53</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Child Development</u>	<u>Social and Emotional Foundations for Early Learning or Intro to Curriculum</u>	<u>CHDEV 54A-B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Child Development</u>	<u>Infant/Toddler Development and Care or Curriculum and Environments</u>	<u>CHDEV 56A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Child Development</u>	<u>Teaching in a Diverse Society</u>	<u>CHDEV 80</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Communications</u>	<u>Introduction to Speech</u>	<u>COMM 1A</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Communications</u>	<u>Introduction to Speech</u>	<u>COMM 1B</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Communications</u>	<u>Introduction to Human Communication</u>	<u>COMM 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Communications</u>	<u>Gender and Communication</u>	<u>COMM 10</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Communications</u>	<u>Survey of Mass Media</u>	<u>COMM 19</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Communications</u>	<u>Interpersonal Communication</u>	<u>COMM 20</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Communications</u>	<u>Public Speaking</u>	<u>COMM 45</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Computer Information Systems</u>	<u>Introduction to Computer Information Systems</u>	<u>CIS 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Computer Information Systems</u>	<u>Introduction to Computer Science</u>	<u>CIS 5</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>

<u>Computer Information Systems</u>	<u>Introduction to Computer Programming</u>	<u>CIS 6 (incl option for hybrid)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Computer Information Systems</u>	<u>JAVA PROGRAMMING LANGUAGE I, II</u>	<u>CIS 36A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Computer Information Systems</u>	<u>Computer Literacy</u>	<u>CIS 205</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Computer Information Systems</u>	<u>Cyber Safety, Online Identity, and Computer Literacy</u>	<u>CIS 221</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Computer Information Systems</u>	<u>Exploring Robotics (1st section)</u>	<u>CIS 232</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Computer Science</u>	<u>Python Application Programming</u>	<u>CS 20</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Community Social Services</u>	<u>Social Psych of Substance/Drug Abuse</u>	<u>COSER 22</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Cooperative Work Experience Education</u>	<u>General Work Experience</u>	<u>COPEd 450</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Cooperative Work Experience Education</u>	<u>Occupational Work Experience</u>	<u>COPEd 451</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Cooperative Work Experience Education</u>	<u>Occupational Work Experience in Medical Assisting</u>	<u>COPEd 470F</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Counseling</u>	<u>College Success</u>	<u>COUN 24</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Personal Growth</u>	<u>COUN 30</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Career and Life Planning</u>	<u>COUN 57</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Orientation to College</u>	<u>COUN 200A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Orientation to College: Students Success and Support Program</u>	<u>COUN 201</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Computer Literacy</u>	<u>COUN 205</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>Career Exploration</u>	<u>COUN 207C</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Counseling</u>	<u>Career Exploration</u>	<u>COUN 207A OR B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Counseling</u>	<u>College Preparedness</u>	<u>COUN 224</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Culinary Arts</u>	<u>Intro to Food and Culture</u>	<u>CULIN 88</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Intro to Baking Foundations</u>	<u>CULIN 203</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Intro to Culinary Arts</u>	<u>CULIN 212</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Hospitality Careers and Skills Development</u>	<u>CULIN 214</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Culinary Math Fundamentals</u>	<u>CULIN 215</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Formulas and Food Costs</u>	<u>CULIN 217</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Ingredients and Equipment</u>	<u>CULIN 218</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Culinary Boot Camp</u>	<u>CULIN 201A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Stocks, Soups and Sauces</u>	<u>CULIN 223</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Principals of Heat Cooking</u>	<u>CULIN 224</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Dynamic Heat Cooking</u>	<u>CULIN 227</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Managing Food Sanitation</u>	<u>CULIN 228</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Culinary Career Development</u>	<u>CULIN 236</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Culinary Arts</u>	<u>Culinary Boot Camp</u>	<u>201B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Dance</u>	<u>Dance Production</u>	<u>DANCE 6</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Dance</u>	<u>Dance Composition and Choreography</u>	<u>DANCE 8A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>

<u>Dance</u>	<u>Beginning Individual Choreography</u>	<u>DANCE 12A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Dance</u>	<u>Beginning Group Choreography</u>	<u>DANCE 12B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Dance</u>	<u>Jazz Dance I</u>	<u>DANCE 64</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Dance</u>	<u>Haitian Dance</u>	<u>DANCE 80</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Economics</u>	<u>Principles of Economics (Macro-Economics)</u>	<u>ECON 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Economics</u>	<u>Principles of Economics (Micro-Economics)</u>	<u>ECON 2</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Economics</u>	<u>Introduction to Economics</u>	<u>ECON 5</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Education</u>	<u>Introduction to the Field of Education</u>	<u>EDUC 1</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Emergency Medical Technician</u>	<u>Introduction to Emergency Medical Responder</u>	<u>EMT 211</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>20-40</u>
<u>Emergency Medical Technician</u>	<u>Intro to First Responders Training</u>	<u>EMT 230</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>20-40</u>
<u>Engineering</u>	<u>Intro to Engineering</u>	<u>ENGIN 10</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Engineering</u>	<u>Engineering Graphics</u>	<u>ENGIN 22</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Engineering</u>	<u>Earth Systems: Sustainability, Ecology and Environmental Justice for Technicians and Engineers</u>	<u>ENGIN 100</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Composition and Reading</u>	<u>ENG 1A/B + IAS</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Advanced Expository Writing</u>	<u>ENG 2</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Critical Thinking in Reading and Writing</u>	<u>ENG 5</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Creative Writing</u>	<u>ENG 10A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Creative Writing</u>	<u>ENG 210A/B</u>					

<u>English</u>	<u>Film: The Twentieth Century Medium</u>	<u>ENG 12</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Introduction to American Literature</u>	<u>ENG 30A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Survey of African-American Literature</u>	<u>ENG 31</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Contemporary Women Writers</u>	<u>ENG 32A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Introduction to the Study of Poetry</u>	<u>ENG 43</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Children's Literature</u>	<u>ENG 47</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Multicultural American Literature</u>	<u>ENG 50</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Introduction to LGBTQ Literature</u>	<u>ENG 79</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Preparation for Composition and Reading</u>	<u>ENG 201A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English</u>	<u>Writing Workshop</u>	<u>ENG 208A/B or 518 A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Environmental Management & Technology</u>	<u>Introduction to Sustainable Environmental Systems</u>	<u>ENVMT 2/L</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Environmental Management & Technology</u>	<u>Oakland Food Culture</u>	<u>ENVMT 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Environmental Management & Technology</u>	<u>Oakland Food Culture</u>	<u>ENVMT 5</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Environmental Management & Technology</u>	<u>Intro to Outdoor Education</u>	<u>ENVMT 8</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Environmental Management & Technology</u>	<u>Urban Ecology</u>	<u>ENVMT 10</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Environmental Management & Technology</u>	<u>Intro to Healthy Community Systems</u>	<u>ENVMT 16</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Environmental Management & Technology</u>	<u>Urban Agro Ecology</u>	<u>ENVMT 35/35L</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Environmental Management & Technology</u>	<u>Intro to Green Building and Ecological Design, Intro to Healthy Community Systems.</u>	<u>ENVMT 20, 16, 12</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

or Environmental Racism and
Justice

<u>Environmental Management & Technology</u>	<u>Park Operations Practices and Skills</u>	<u>ENVMT 57</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Advanced Listening and Speaking and Oral Communication</u>	<u>ESOL 50A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Advanced Reading and Writing</u>	<u>ESOL 52A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 1</u>	<u>ESOL 251A (incl hybrid option)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 1</u>	<u>ESOL 251B (incl hybrid option)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 2</u>	<u>ESOL 252A (incl hybrid option)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 2</u>	<u>ESOL 252B (incl hybrid option)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Reading and Writing 3</u>	<u>ESOL 253A/B (incl hybrid option)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Listening and Speaking 1</u>	<u>ESOL 261A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Listening and Speaking 2</u>	<u>ESOL 262A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Listening and Speaking 2=3</u>	<u>ESOL 263A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Grammar 1</u>	<u>ESOL 271A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Grammar 2</u>	<u>ESOL 272A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Grammar 3</u>	<u>ESOL 273A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>Basic English A</u>	<u>ESOL 541A/B/C</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>English for Job Search</u>	<u>ESOL 586</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>English for Speakers of Other Languages</u>	<u>College Ready Skills</u>	<u>ESOL 595A-D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Ethnic Studies</u>	<u>Introduction to Ethnic Studies</u>	<u>ETHST 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Ethnic Studies</u>	<u>Economics and Social Change: Racial Conflict and Class in America 3</u>	<u>ETHST 12</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Ethnic Studies</u>	<u>Introduction to Community Based Research in Urban America 3</u>	<u>ETHST 13</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Ethnic Studies</u>	<u>Community Organizing and Transformative Change</u>	<u>ETHST 14</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Ethnic Studies</u>	<u>Race, Gender, and Sports</u>	<u>ETHST 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Ethnic Studies</u>	<u>Introduction to Race, Gender and Health 3</u>	<u>ETHST 30</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Ethnic Studies</u>	<u>Introduction to Race, Class and Schools 3</u>	<u>ETHST 50</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>French</u>	<u>Introductory French</u>	<u>FRENCH 1A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Geography</u>	<u>Cultural Geography</u>	<u>GEO 2</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Geography</u>	<u>World Regional Geography</u>	<u>GEO 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Geography</u>	<u>Global Climate Change</u>	<u>GEOG 19</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Graphic Arts</u>	<u>Adobe Illustrator Basics</u>	<u>GRART 34</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Graphic Arts</u>	<u>ADOBE PHOTOSHOP BASICS</u>	<u>GRART 36</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Graphic Arts</u>	<u>Web Graphics</u>	<u>GRART 42</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Graphic Arts</u>	<u>Website Design</u>	<u>GRART 115</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Graphic Arts</u>	<u>Computer Basics for Graphics</u>	<u>GRART 230</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Graphic Arts</u>	<u>INTRODUCTION TO GRAPHIC DESIGN</u>	<u>GRART 231</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Health Education</u>	<u>Exploring Health Issues</u>	<u>HLTED 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Health Education</u>	<u>Stress and Healthy Adaptation</u>	<u>HLTED 6</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Education</u>	<u>First Aid and Safety</u>	<u>HLTED 9</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Education</u>	<u>Cardiopulmonary Resuscitation</u>	<u>HLTED 11</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Education</u>	<u>First Aid & CPR</u>	<u>HLTED 14</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Education</u>	<u>Health and Wellness: Personal Change</u>	<u>HLTED 20</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Health Professions and Occupations</u>	<u>Medical Terminology</u>	<u>HLTOC 101</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Health Professions and Occupations</u>	<u>Introduction to Health Care Careers</u>	<u>HLTOC 150</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Health Professions and Occupations</u>	<u>Medical Terminology I</u>	<u>HLTOC 201A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Health Professions and Occupations</u>	<u>Medical Terminology II</u>	<u>HLTOC 201B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Health Professions and Occupations</u>	<u>Survey of Healthcare Interpreting or Interpreting in Health Care I</u>	<u>HLTOC 210 or 211</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Health Professions and Occupations</u>	<u>Emotional Intelligence</u>	<u>HLTOC 260</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Health Professions and Occupations</u>	<u>Communication Skills for the Health Care Professional</u>	<u>HLTOC 263</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Health Professions and Occupations</u>	<u>Intro to Health Careers</u>	<u>HLTOC 550</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of European Civilization</u>	<u>HIST 2A/B</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>World History to 1500, Modern World History: 1500-Present.</u>	<u>HIST 3A/B</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of Mexico</u>	<u>HIST 5</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of United States to 1877</u>	<u>HIST 7A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of United States Since 1865</u>	<u>HIST 7B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>History</u>	<u>History of Latin-American Civilization</u>	<u>HIST 8A/B</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of Africa since 1750</u>	<u>HIST 10B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History and Culture of SE Asia: Vietnam</u>	<u>HIST 11</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History and Culture of Eastern Asia</u>	<u>HIST 12</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>20th Century American Protest Movement</u>	<u>HIST 18</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>Current World Problems</u>	<u>HIST 38</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of Soviet Russia: 1917 - Present</u>	<u>HIST 39</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History and Culture of the Caribbean/Central America</u>	<u>HIST 53A/B</u>	<u>TBD</u>	<u>CoA</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>U.S. Women: A Social History</u>	<u>HIST 21</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>History of California</u>	<u>HIST 19</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>History</u>	<u>Twentieth Century America</u>	<u>HIST 15</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Human Services</u>	<u>Intro to Behavioral Health Services</u>	<u>HUSV 117</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Human Services</u>	<u>Intro to Social Work and Human Services</u>	<u>HUSV 118</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Human Services</u>	<u>Intro to Social Work and Human Services</u>	<u>HUSV 121</u>					
<u>Humanities</u>	<u>Human Values</u>	<u>HUMAN 2</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Humanities</u>	<u>Popular Culture</u>	<u>HUMAN 15</u>					
<u>Humanities</u>	<u>Human Values/ Ethics, Human Values/Aesthetics</u>	<u>HUMAN 30A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Humanities</u>	<u>Religions of the World</u>	<u>HUMAN 40</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Journalism</u>	<u>News Writing</u>	<u>JOURN 21</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Journalism</u>	<u>Introduction to Journalism</u>	<u>JOURN 55</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Journalism</u>	<u>Mass Media and Society</u>	<u>JOURN 62</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Journalism</u>	<u>Social Media for Journalists</u>	<u>JOURN 65</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Journalism</u>	<u>Multimedia Reporting for Journalists</u>	<u>JOURN 69</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Kinesiology</u>	<u>Swimming I and II</u>	<u>KIN 1A-B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Kinesiology</u>	<u>Aerobic Circuits</u>	<u>KIN 36</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Kinesiology</u>	<u>Yoga I and II</u>	<u>KIN 51A-C</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Kinesiology</u>	<u>Cross Fitness I-IV</u>	<u>KIN 54A-D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Kinesiology</u>	<u>Strength Training I-IV</u>	<u>KIN 58A-D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Kinesiology</u>	<u>Sports Training I – Fundamentals</u>	<u>KIN 67A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Kinesiology</u>	<u>Care and Prevention of Athletic Related Injuries</u>	<u>KIN 134</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Kinesiology</u>	<u>Fitness for Personal Trainers</u>	<u>KIN 140</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Kinesiology</u>	<u>Personal Trainers Certification Preparation</u>	<u>KIN 141</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Kinesiology</u>	<u>Intro to Kinesiology</u>	<u>KIN 150</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Community and Labor Studies</u>	<u>American Labor Movement</u>	<u>LABST 10</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Landscape Horticulture</u>	<u>Introduction to Landscape Horticulture w/ Lab</u>	<u>LNHT 1/E</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Landscape Horticulture</u>	<u>Landscape Design</u>	<u>LNHT 18A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>

<u>Landscape Horticulture</u>	<u>Permaculture Design I - IV</u>	<u>LNHT 28A-D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Landscape Horticulture</u>	<u>Edible Landscapes</u>	<u>LANHT 76</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Landscape Horticulture</u>	<u>Permaculture Design I, II, III, IV</u>	<u>LANHT 28A/B/C/D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Legal Community Interpreting</u>	<u>Spanish Language Legal Interpretation - Intro, Consecutive, Simultaneous</u>	<u>LCI 201, 202, 203, 204</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Learning Resources</u>	<u>Professional Skills for Career Technical Students</u>	<u>LRNRE 235</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Learning Resources</u>	<u>Supervised Tutoring (Non-Credit)</u>	<u>LRNRE 261</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Learning Resources</u>	<u>English for Life and Career Success</u>	<u>LRNRE 501</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Mathematics</u>	<u>PreCalculus</u>	<u>MATH 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>PreCalculus with Analytic Geometry</u>	<u>MATH 2</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Calculus I, Calculus II, Calculus III, Linear Algebra, Differential Equations</u>	<u>MATH 3 A/B/C/D/E/F</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Discreet Mathematics</u>	<u>MATH 11</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Symbolic Logic</u>	<u>MATH 12</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Intro to Statistics</u>	<u>MATH 13</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Intro to Statistics</u>	<u>MATH 15</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Calculus for Business and Life/Social Sciences</u>	<u>MATH 16A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Trigonometry</u>	<u>MATH 50</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Elementary Algebra</u>	<u>MATH 201</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Geometry</u>	<u>MATH 202</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Mathematics</u>	<u>Intermediate Algebra</u>	<u>MATH 203</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Pre-Prob & Statistics</u>	<u>MATH 206</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Mathematics</u>	<u>Elementary Algebra (Lab)</u>	<u>MATH 210</u> <u>A-D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Support for Statistics</u>	<u>MATH 213</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Support for Pre-Calculus</u>	<u>MATH 215</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mathematics</u>	<u>Elementary and Intermediate Algebra for Business or STEM majors</u>	<u>MATH 230</u> <u>(hybrid)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Media</u>	<u>Virtual Production L</u>	<u>MEDIA</u> <u>44A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Media</u> <u>Communications</u>	<u>XR: Virtual Reality</u>	<u>MEDIA 70</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Media</u>	<u>Acting, Directing for the Camera</u>	<u>MEDIA</u> <u>101A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Media</u>	<u>Broadcast Journalism</u>	<u>MEDIA</u> <u>102A/B/C/D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Media</u>	<u>Beginning Digital Video Production</u>	<u>MEDIA</u> <u>104A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Media</u>	<u>Making Documentaries</u>	<u>MEDIA 120</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Media</u>	<u>Music Video Production</u>	<u>MEDIA 122</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Media</u>	<u>After Effects: Motion Graphics for Video, Broadcast and Digital Cinematography</u>	<u>MEDIA 140</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Media</u>	<u>Making Podcasts–The New Wave of Broadcasting</u>	<u>MEDIA 151</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Medical Assisting</u>	<u>Introduction to Medical Assisting</u>	<u>MEDAS 101A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Medical Assisting</u>	<u>Clinical Medical Assisting</u>	<u>MEDAS 102A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Medical Assisting</u>	<u>Introduction to Medical Assisting</u>	<u>MEDAS</u> <u>201A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>

<u>Medical Assisting</u>	<u>Medical Assisting: Clinical Application</u>	<u>MEDAS 201B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Medical Assisting</u>	<u>Medical Assisting: Office Administration</u>	<u>MEDAS 201D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Mexican / Latin American Studies</u>	<u>Latin-American Folklore</u>	<u>M/LAT 2A/B/C</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>Survey of Latin American/Chicano Authors</u>	<u>M/LAT 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>Racism in the United States</u>	<u>M/LAT 6 (also AFRAM 19, ASAME 19, or NATAM 19)</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>United States Relations with Mexico and Latin America</u>	<u>M/LAT 12</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>History and Culture of the Caribbean and Central America</u>	<u>M/LAT 18A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>History of the Mexican-American</u>	<u>M/LAT 19</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>Psychology of Latinas and Latinos</u>	<u>M/LAT 23</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>Survey of Third World through Films</u>	<u>M/LAT 28</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>Survey of Latin-American Films</u>	<u>M/LAT 30A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>Survey of Chicana/Latina Women</u>	<u>M/LAT 31</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>African Heritage of Latin America</u>	<u>M/LAT 32</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>Introduction to Chicana/o and Latina/o Studies 3</u>	<u>M/LAT 33</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>History of Latinos in the United States: 1800 to Present</u>	<u>M/LAT 34</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Mexican / Latin American Studies</u>	<u>Women of Color</u>	<u>MLAT 35</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Multimedia Arts</u>	<u>Introduction to Digital Art</u>	<u>MMART 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>

<u>Multimedia Arts</u>	<u>Scriptwriting and Storyboarding I, Digital Video Production I, Website Design – Online Games Interactivity</u>	<u>MMART 110, MMART 151A/LA, MMART 164/L, MMART 168/L</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts</u>	<u>Media & Communication, Survey of Digital Imaging & Lab, Video Production I</u>	<u>MMART 120, MMART 130/L, MMART 141A</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts</u>	<u>From Movies to Multimedia</u>	<u>MMART 122B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts</u>	<u>The Documentary Tradition</u>	<u>MMART 123</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts</u>	<u>Game Design</u>	<u>MMART 175B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts</u>	<u>Intro to Digital Art</u>	<u>MMART 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts</u>	<u>Intro to Web Design</u>	<u>MM/MW 1A/1LA</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts Animation and Game Design</u>	<u>Introduction to Game Design</u>	<u>MM/AN 40A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts Digital Imaging</u>	<u>Intro to Digital Illustration</u>	<u>MM/DI 1A/LA</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts Digital Imaging</u>	<u>Intro to Photoshop</u>	<u>MM/DI 4/L</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts Digital Imaging</u>	<u>Intro to or Immediate 3D Motion Graphics</u>	<u>MM/DI 15A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts Digital Imaging</u>	<u>Digital Photography</u>	<u>MM/DI 20A/B/LA</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Multimedia Arts Video</u>	<u>Social Media Storytelling</u>	<u>MM/VI 16</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Music</u>	<u>Music History: The Twentieth Century Through the Present</u>	<u>MUSIC 8D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Music</u>	<u>Introduction to World Music</u>	<u>MUSIC 9</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Music</u>	<u>Music Appreciation</u>	<u>MUSIC 10</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>

<u>Music</u>	<u>Jazz, Blues and Popular Music in the Amer. Culture</u>	<u>MUSIC 15A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Native American Studies</u>	<u>Native American Indians in Contemporary Society</u>	<u>NATAM 2</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Native American Studies</u>	<u>Women of Color</u>	<u>NATAM 35</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Nutrition or Biology</u>	<u>Nutrition or Biology</u>	<u>NUTR 10 or BIOL 31</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Photography</u>	<u>Photojournalism I</u>	<u>PHOTO 20</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Photography</u>	<u>Photographic Art & Design</u>	<u>PHOTO 30A/B</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Photography</u>	<u>Intro to Digital Photography</u>	<u>PHOTO 70</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Photography</u>	<u>Introduction to Digital Photography</u>	<u>PHOTO 71</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Physics</u>	<u>General Physics</u>	<u>PHYS 2A/B</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Physics</u>	<u>General Physics</u>	<u>PHYS 3A/B</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Physics</u>	<u>General Physics with Calculus</u>	<u>PHYS 4A/B/C</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Government and Politics in the United States</u>	<u>POSCI 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Comparative Government</u>	<u>POSCI 2</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>International Relations</u>	<u>POSCI 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Comparative Social Movements Since the 1960s</u>	<u>POSCI 11</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Current World Problems or Global Issues</u>	<u>POSCI 20</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Intro to Community Violence Prevention</u>	<u>POSCI 35</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Political Science</u>	<u>Applied Peacebuilding and Violence Prevention</u>	<u>POSCI 36</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Psychology</u>	<u>Intro to General Psychology</u>	<u>PSYCH 1A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Social Psychology</u>	<u>PSYCH 6</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Psychology of Childhood</u>	<u>PSYCH 7A</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Adolescent Psychology</u>	<u>PSYCH 7B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Psychology of Minority Groups</u>	<u>PSYCH 18</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Lifespan Human Development</u>	<u>PSYCH 21</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Abnormal Psychology</u>	<u>PSYCH 24</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Psychology</u>	<u>Human Sexuality</u>	<u>PSYCH 12</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Real Estate</u>	<u>Principles of Real Estate</u>	<u>RLEST 2A</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Real Estate</u>	<u>Real Estate Practice</u>	<u>RLEST 5</u>	<u>TBD</u>	<u>Merritt</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Real Estate</u>	<u>Real Estate Economics</u>	<u>RLEST 9</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Social Science</u>	<u>Intro to Social Justice Studies</u>	<u>SOCSC 10</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Social Science</u>	<u>Intro to Global Studies</u>	<u>SOCSC 19</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Intro to Sociology</u>	<u>SOC 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Social Problems</u>	<u>SOC 2</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Sociology of Women</u>	<u>SOC 3</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Minority Groups</u>	<u>SOC 5</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sociology</u>	<u>Crime and Deviance</u>	<u>SOC 8</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>

<u>Sociology</u>	<u>Sociology of the Family</u>	<u>SOC 13</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Spanish</u>	<u>Elementary Spanish</u>	<u>SPAN 1A/B</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Spanish</u>	<u>Intermediate Spanish</u>	<u>SPAN 2A/B</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Spanish</u>	<u>Spanish for Bilingual Speakers I and II</u>	<u>SPAN 22A/B</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Sports Fitness</u>	<u>Cross Fitness I-IV + Strength Training for Sports I-IV</u>	<u>SPFT54 A-D + SPFT59 A-D</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Theater</u>	<u>Principles and Theory of Improvisation</u>	<u>THART 11</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Theater</u>	<u>Acting I and II</u>	<u>THART 21-22</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Women's Studies</u>	<u>Introduction to Women's Studies</u>	<u>WS 1</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Women's Studies</u>	<u>Feminist Philosophy</u>	<u>WS 35</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Women's Studies</u>	<u>Women and Cinema</u>	<u>WS 52</u>	<u>TBD</u>	<u>BCC</u>	<u>TBD</u>	<u>TBD</u>	<u>25-35</u>
<u>Wood Technology</u>	<u>Wood Technology I</u>	<u>WDTEC 10/L</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Wood Technology</u>	<u>Furniture Cabinet Layout</u>	<u>WDTEC 11</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Wood Technology</u>	<u>Wood Technology II</u>	<u>WDTEC 20/L</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Wood Technology</u>	<u>Furniture Cabinet Layout II</u>	<u>WDTEC 21</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Wood Technology</u>	<u>CAD/CAM Techniques in the Cabinet-Making Industry</u>	<u>WDTEC 30</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Wood Technology</u>	<u>Special Projects</u>	<u>WDTEC 200</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>
<u>Wood Technology</u>	<u>Small Yard and Garden Structures</u>	<u>WDTEC 210D</u>	<u>TBD</u>	<u>Laney</u>	<u>TBD</u>	<u>TBD</u>	<u>20-30</u>

EXHIBIT B

COURSE AGREEMENT for CCAP Courses of the Peralta Community College District and the Oakland Military Institute College Preparatory Academy

This Course Agreement for CCAP Courses between the Peralta Community College District and the OMI in connection with the *College and Career Access Pathways (CCAP) Partnership Agreement, dated as of _____, 2023* is executed between Peralta Community College District and OMI ("Agreement"), the terms of which are incorporated herein by this reference. Unless otherwise expressly indicated herein, in the event of a conflict between this Course Agreement and the Agreement, the Agreement shall control.

Please read this Course Agreement document carefully as the Course Agreement Meeting will only allot enough time to cover some and not all items listed below.

The Dual Enrollment ("DE")/[CCAP](#) Program seeks to:

1. Offer college courses that are free, at the high school, and with **equitable access to all**.
2. Dual Enrollment is not only for those who express readiness for college, but "for students who may not already be college bound or who are underrepresented in higher education" and those "students who struggle academically or who are at risk of dropping out."
3. Provide Oakland youth the opportunity to "try college" in a way that feels **welcoming, supportive, and safe**.
4. Through taking Dual Enrollment, we hope our scholars experience inclusion, develop confidence, see college as a viable and accessible option, and can envision themselves to attend, persist, and graduate.

Thank you for supporting our scholars!

Date of this Course Agreement:	_____
Course Name and Number:	

Days/Times	
Number of educational hours of Course per week & number of weeks (<i>Note: Courses may end before the end of the high school semester</i>)	Hours per Week: Number of Weeks: 17.5 weeks
Days & Times of DE Course	Days/Times:
PCCD units offered for Course	Peralta Units (and lec/lab hours):

Calendar	
Dates Course will be offered (<i>start & end dates + holidays</i>)	Course First Day: Course Last Day:

<p>Link to OMI resources to use for the 2 weeks before Peralta course begins in August!</p>	<p>Peralta: (Calendar click here)</p> <ul style="list-style-type: none"> - First day: - Last day: - Final Exams Week: <hr/> <p>OMI: (Calendar click here)</p> <ul style="list-style-type: none"> - First day: - Last day: <p>Holidays: (red highlights = OMI/PCCD do not match)</p> <p>OMI Holidays:</p> <ul style="list-style-type: none"> - <p>PCCD Holidays:</p> <ul style="list-style-type: none"> - <p>ATTN HIGH SCHOOLS: Please give a heads up to your instructor of any changed bell schedule days, assemblies, events/field trips, drills, that impact class/attendance.</p> <p>Additional School-Based Days:</p> <ul style="list-style-type: none"> - _____ <p>Other PCCD Dates:</p> <ul style="list-style-type: none"> - Last day to Add/Drop: <ul style="list-style-type: none"> - Census Day : - Last day to Withdraw with a "W": - Last day to request Excused Withdraw via OMI process: - PCCD Final Grades Due by _____ at the latest by _____ <ul style="list-style-type: none"> - Please share a copy of your Final Grades with your school site <p><i>*All student enrollment including Adds, Drops, Withdraws, and EWs should be directed to your HS Dual Enrollment Coordinator and Leslie/Fatima. Please communicate any discrepancies in your Peralta Roster to your DEC immediately.</i></p>
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About the High School	
<p>About the School and its Dual Enrollment Program</p>	<p>Student demographics:</p> <ul style="list-style-type: none"> - <p>About the school's DE program:</p> <ul style="list-style-type: none"> - <p>Why this Dual Enrollment course?:</p> <ul style="list-style-type: none"> - <p>Who are the students taking this DE course?</p> <ul style="list-style-type: none"> - Grade Level? - New to DE? - Self-selected or assigned into? - IEP or additional modifications?
<p>Staffing Support for Dual Enrollment</p>	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">Dual Enrollment Coordinator for School Site</p> <p style="text-align: center;"><i>(student recruitment/enrollment, course issues, intro instructors to HS site, all DE coordination)</i></p> <p>Name: _____</p> </div>

	Email: Cell Phone:
	<u>Point Person for Instructor</u> <i>(access to classroom/technology, OMI attendance)</i>
	Name: Email: Cell Phone:
	<u>Student Support (and Canvas Access):</u>
	Name: Email: Cell Phone:

About the Instructor	
Name of Instructor and Contact Information	Name of Instructor: Email: Cell Phone:
Information about Instructor & Course	Instructor Background: - Instructor's Description of Course: -

About the Course & Student Supports					
<i>[Optional] If instructor taught DE at the high school before</i>	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Roses</th> <th style="width: 50%;">Thorns</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table> <p>Review pass rates:</p>	Roses	Thorns		
Roses	Thorns				
Peralta Instruction Fatima Ghatala is available to Peralta Instructors for 1:1 coaching or collaboration or consulting. For example, ideas on how to scaffold a project, pro-tips for teaching high schoolers, etc. Additional Resources: DE Instructor Toolkit (request)	Instructional Format & Details: <ul style="list-style-type: none"> - Canvas? - Other details: <i>[If Virtual course]</i> Instructor's Approach to Online Learning: <ul style="list-style-type: none"> - Synchronous or asynchronous? Blended? - Canvas or other? Instructor's Assignments and Grading: <ul style="list-style-type: none"> - Attendance or Participation Policy: - Missing or Late Work Policy: - Final Grade % Breakdown: 				

access)	<p>Instructors classroom management style:</p> <ul style="list-style-type: none"> - Off-task/redirecting - Phone use & headphones
<p>Student Supports</p> <p>[Additional resources below!]</p>	<p>[For School]</p> <ul style="list-style-type: none"> - What are strategies and interventions that work well to support struggling DE students? - Do “grade snapshots” help students navigate the DE course? <p>[For Instructor]</p> <ul style="list-style-type: none"> - What are strategies you use to support students? - Office Hours: <p>Is there a need for a Peralta-provided tutor? Virtual or in-person might be possible.</p>
<p>Required Course Materials, Equipment, Textbooks and Supplies (<i>Provide description of all such items</i>)</p>	<p>Course Syllabus</p> <ul style="list-style-type: none"> - (Link Here) <p>Required Course Textbook or Open Source Text:</p> <ul style="list-style-type: none"> - <p>Required Course Materials and/or Equipment:</p> <ul style="list-style-type: none"> - <p>[NOTE] For CTE courses, funding may be available</p>
<p>Books and Instructional Materials (the total cost of books and instructional materials for OMI students participating as part of this CCAP Agreement)</p>	Total Cost:
<p>Number of high school students to be served by Course</p>	<p>Minimum: 30 suggested, 25 required*</p> <p style="text-align: right;">*CTE exception: 20</p>
<p>Max class size</p>	Maximum 34 students (20 for CE)

Additional Student Supports	
<p>Resource Students (IEPs or 504/RSP/DSPS)</p>	<p><u>IEPs/RSP/DSPS:</u></p> <ul style="list-style-type: none"> ● High Schools: <ul style="list-style-type: none"> ○ We encourage you to provide your Peralta instructors with a copy of the IEP summary for students in DE courses <i>before or at the start of the course</i>. ○ Introduce your RSP teacher to your Peralta instructor as a point of resource for the identified students ● As a Peralta student, students have full access to Peralta’s SAS/DSPS services (CoA, Laney, Merritt, BCC)

Attendance and Grades

Attendance	PERALTA		OMI	
	Attendance: <ul style="list-style-type: none"> ● Peralta does not collect attendance; consider participation points? ● Submit your Census Roster + Attendance Roster by Peralta Due Dates (to Peralta only) 		Attendance: <ul style="list-style-type: none"> ● To be submitted on Aeries by the OMI Point Person only 	
Grades	PERALTA		OMI	
	Submitting Grades to Peralta <ul style="list-style-type: none"> ● Final Grades due online to Peralta: within 1 week after course ends ● We encourage you to email a copy of the final grade roster ASAP to your school site + 		Submitting Grades to OMI : <ul style="list-style-type: none"> ● PCCD Final Grades Due by Friday, Dec 16th or at the latest by Wed., January 4th ● SENIOR FINAL GRADES MAY BE NEEDED EARLIER DUE TO SENIORS GRADUATING (HS: please notify instructors of names of seniors ahead of time!) ● OMI may request grade check-ins throughout the semester: <ul style="list-style-type: none"> ○ [OMI 6 week Marking Periods: ____ and ____] ○ Data shows increased student engagement when students have an idea of their performance /grade. It also allows OMI to provide timely support, notify families, etc. Providing interim grades is at discretion of instructor. ● Peralta instructor does NOT enter grades into OMI systems 	
Impact on Student's Transcripts & Financial Aid Reminder:	High School must inform students about the impact of DE courses on student's official college transcript. Click here for Parent Letter and Financial Aid Breakdown .			

Resources	
<p>OMI resources accessible for high schools and Peralta instructors to use:</p> <p style="text-align: center;">OMI Dual Enrollment Website!</p>	<p><u>FOR THE FIRST 2 WEEKS OF SCHOOL BEFORE PERALTA STARTS</u></p> <ol style="list-style-type: none"> 1. Welcome to Course - Template; edit for your course 2. Google Form Survey - Template; Instructor can use to collect student data 3. "How to email for help" template for students 4. Canvas Tutorial Slidedeck <p><u>RECRUITMENT:</u></p> <ol style="list-style-type: none"> 1. DE Recruitment slidedeck--make a copy & edit 2. Editable Recruitment Flyers for your high school <p><u>ENROLLMENT:</u></p> <ol style="list-style-type: none"> 1. Steps for Student Enrollment <p><u>ORIENTATION:</u></p> <ol style="list-style-type: none"> 1. SLIDEDECK FOR DE STUDENT ORIENTATION Use in the 2 weeks before the instructor arrives and/or on "off days" when the instructor is not present. <p><u>CANVAS:</u></p> <ol style="list-style-type: none"> 1. Please support students with creating accounts: Canvas & Portal - Guide for STUDENTS, or Canvas Tutorial Slidedeck <p><u>PERALTA INSTRUCTOR - OMI TOOLKIT:</u></p> <ol style="list-style-type: none"> 1. Link to OMI's Dual Enrollment - Instructor Toolkit 2. Peralta Dual Enrollment Director: Albert Maniaol <amaniaol@peralta.edu>

	<ol style="list-style-type: none">3. Adolescent Brain Development--YouTube video of presentation by CLP for DualE instructors in the region)4. Does scaffolding = "watering down curriculum"? A very brief introductory article on scaffolding versus rigor. Additional article on "to scaffold or not to scaffold."5. Do you want to renew your OMI Email (@omiacademy.org) account in time for the next semester? Please fill out this OMI IT Email Renewal Form. For School Site, put "Dual Enrollment - Name of HS." For Title, put "Peralta Instructor." Hit submit then enter Fatima's email for OMI Manager: e-mail address
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COVID-19 Related Info	
Peralta COVID-19 Student Vaccination Policy	Click here
OMI COVID-19 related Info	Updates here

Additional Information	
If this Course is offered as part of a sequence, pathway-aligned program, name the pathway	<p>Peralta Guided Pathway: [Instructor--please link to PCCD pathway]</p> <p>OMI Pathway: [School site--please name or link the OMI pathway]</p>
If the Course has a prerequisite, what is it and who will assess whether the students have satisfied? By which date?	<p>Prerequisite for Course:</p> <p>Measurement:</p> <p>By Date:</p>
Student Learning Outcomes of the Course (<i>to be determined by PCCD</i>)	
Name of the Instructor’s supervisor who may be conducting on-site evaluations of the Instructor’s performance	<p>Rebecca Opsata Vice President of Instruction, Laney College ropsata@peralta.edu</p> <p>Lisa Cook Acting Vice President of Instruction, Merritt College lrcook@peralta.edu</p> <p>Maurice Jones Acting Vice President of Instruction, College of Alameda mjones@peralta.edu</p> <p>Kuni Hay Vice President of Instruction, Berkeley City College khay@peralta.edu</p>
Safety Protocols	<p><u>Mandated reporting:</u></p> <ul style="list-style-type: none"> ● Instructors: Please meet with your college dean to ensure you’re abreast of Peralta’s mandated reporting procedures. As mandated reporters, college instructors must know procedures for reporting suspected abuse, possible self-harm, and other situations where they suspect a student is in danger. We also suggest gaining familiarity with resources such as government agencies, food assistance, and mental health support that are provided by the college ● High Schools: Please share with your instructor procedures and resources on your campus such as COST/CARE, food assistance, mental health support, etc., as well as who to contact if they believe a dual enrollment student faces immediate harm.

EXHIBIT C

DATA SHARING AGREEMENT Between PERALTA COMMUNITY COLLEGE DISTRICT And OMI (OMI)

This Data Sharing Agreement (“Data Sharing Agreement”) is entered into by and between the Peralta Community College PCCD, a California community college district (“PCCD”) and Oakland Military Institute College Preparatory Academy, a California K-12 public education charter school (“OMI”) as of November 1, 2023 to set forth the roles and responsibilities of the Parties (defined below) related to the sharing by the Parties of certain student Education Records (as defined herein). The purpose of the exchange of Data is to enable each Party to perform audits or evaluations of federal- and state-supported education programs, to enforce or comply with federal legal requirements that relate to those programs, and to facilitate the enrollment of OMI students in the CCAP Program. The purpose of this Data Sharing Agreement is to document the terms and conditions under which the Parties agree to disclose Data to one another.

I. RECITALS

In order to appropriately serve students who are participating in the Parties’ College and Career Access Pathways (“CCAP”) partnership program (“CCAP Program”) pursuant to an agreement by and between OMI and PCCD (the “CCAP Agreement”), OMI and PCCD must provide each other certain student Data, as it is available, to facilitate the CCAP Program and ensure student success.

WHEREAS, the purpose of this Data Sharing Agreement is to set forth the roles and responsibilities of the Parties related to the sharing of student information between the Parties.

THEREFORE, the Parties desire and agree to enter into this Agreement in furtherance of the purposes stated below.

II. DEFINITIONS

The following capitalized terms when used in this Data Sharing Agreement shall have the meanings ascribed to them, in this Definitions section, unless such term is otherwise expressly defined in this Data Sharing Agreement.

“Business Day” shall mean a Monday, Tuesday, Wednesday, Thursday or Friday, but excluding (i) any day on which national banks having banking offices in either Sacramento or Los Angeles, California and are authorized by law to be closed and (ii) those days, not to exceed eleven (11) in any calendar year, which PCCD and/or OMI treats as a holidays but would otherwise be Business Days.

“Data” means any digital or hard copy Education Records or other information, whether confidential or publicly available.

“Education Record” shall have the meaning as set forth in 34 C.F.R. § 99.3 and applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a Party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 C.F.R. § 99.3 or applicable state laws.

“Misuse” shall have the meaning as set forth in Section IV.B.2. of this Data Sharing Agreement.

“Party” or “Parties” shall mean either OMI or PCCD, or both.

“Personally Identifiable Information” or “PII” shall have the meaning specified in FERPA regulations, 34 C.F.R. § 99.3.

“Security Breach” shall mean the acquisition, access, use or disclosure of PII in a manner not permitted under this Data Sharing Agreement, FERPA, the California Education Code, the California Information Practices Act, or any other applicable federal and state law which compromises the security or privacy of the subjects of the PII.

Any other capitalized terms used in this Data Sharing Agreement that are not defined in this Section or in any exhibit, schedule or other attachment that is expressly incorporated into this Data Sharing Agreement by reference, shall have the meaning given to them in this Data Sharing Agreement.

III. TERM AND TERMINATION

A. **Term**. The term of this Data Sharing Agreement shall coincide with the term of the CCAP Agreement, including any extension or early termination thereof.

B. **Termination**. The Parties shall have the right to terminate this Data Sharing Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section VIII of this Data Sharing Agreement at least forty-five (45) calendar days in advance. Each Party reserves its right to terminate this Agreement, and subsequently the CCAP Agreement, should the terminating Party, in its sole discretion, determine that student information has been released in a manner inconsistent with this Data Sharing Agreement, has not been maintained in a secure manner, or that substantially similar Data access has become generally available through any other mechanism.

IV. DATA SHARING

A. The Data to be shared under this Agreement **does** include personally identifiable information of students as defined under the Family Education Records Privacy Act of 1974 (“FERPA”) (see 20 U.S.C. § 1232g). Disclosure is permitted based on the following exemptions:

- i. As educational institutions, where the student seeks or intends to enroll, or where the student is already enrolled, and the disclosure is for purposes related to the student's enrollment or transfer. (34 C.F.R §§ 99.31(a)(2), 99.34). Prior to such disclosure, the disclosing Party shall either: (1) make a reasonable attempt to notify the parent or eligible student at the last known address, or (2) include a notice in its annual notification that the Party forwards Education Records to other agencies or institutions, that have requested the Education Records, in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.
 - ii. In connection with an audit or evaluation of federal or state supported education programs, or for the enforcement of or compliance with federal legal requirements that related to those programs. (34 C.F.R. §§ 99.31(3), 99.35)
- B. OMI will also seek written consent via as signed Peralta Community College PCCD High School Dual Enrollment Form from the student's parent/legal guardian (or the student if s/he is no longer a minor) and provide copies to the PCCD. The consent form will identify with specificity the information to be disclosed.

C. **Directory Information**

- i. The Data to be shared under this Agreement includes identifiable "directory information" as defined under 20 U.S. C. § 1232g (a)(5). Such information may include the student's:
 - name,
 - address,
 - telephone listing,
 - email address,
 - date of birth,
 - major field of study,
 - participation in officially recognized activities and sports,
 - weight and height of members of athletic teams,
 - dates of attendance,
 - degrees and awards received, and/or
 - the most recent previous educational agency or institution attended by the student.
- ii. The Parties understand that the following information is not "directory information" and cannot be disclosed as identifiable information unless an exemption applies under above:
 - place of birth
 - ethnicity or race
 - gender
 - nationality
 - social security number
 - religious affiliation
 - grades or grade point average ("GPA")

iii. **Public Notice.** Prior to disclosure of directory information, each Party shall give public notice on an annual basis which identifies the categories of such information and the recipient. Parents shall have a reasonable period of time after such notice has been given to inform the other Party that any or all of the information designated should not be released without the parent’s prior consent. 20 U.S.C. § 1232g(a)(5); see also Cal. Educ. Code §§ 49061, 49073.

D. **McKinney-Veto Homeless Assistance Act.** Each Party shall not receive identifiable information (directory or otherwise) regarding students who are regarded as “homeless children and youth” under the McKinney-Veto Homeless Assistance Act, 42 U.S.C. § 11434a, unless the Party obtains express written consent from the student’s parent/legal guardian (or the student if s/he is not a minor). Students covered under this requirement shall include:

- i. children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- ii. children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings within the meaning of 42 U.S.C. § 11302(a)(2)(C);
- iii. children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- iv. migratory children, as such term is defined in 20 U.S.C. § 6399, who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii) above.

E. **COPPA.** To the extent a Party shall be obtaining Data directly from students, each Party agrees to comply with all obligations (if applicable) of the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501–6506.

F. **Scope of Data Sharing**

A. Pursuant to the objectives agreed upon in the CCAP Agreement, the following Data will be shared between the Parties in order to carry out the Parties’ responsibilities pursuant to that CCAP Agreement in compliance with all state and federal laws. The Parties represent and warrant that only the information listed below shall be shared between the Parties.

- a. Student registration Data
- b. Course enrollment Data
- c. Grades earned Data
- d. Transcript Data
- e. Fees Data

G. **Data Use**

- i. **Use**. Each Party agrees to use the Data disclosed by the other Party pursuant to this Data Sharing Agreement only for the purposes expressly set forth herein, shall obtain access to those Education Records in which it has a legitimate education interest and for no other purposes and only as permitted by federal and state law and regulation.
- ii. **Misuse**. The Parties acknowledge and agree that the acts set forth below constitute, either singularly or collectively, “Misuse” under this Data Sharing Agreement. The Parties agree that the acts below shall not be construed to limit either Party with respect to a determination of any other acts which may constitute Misuse and which may not otherwise be included in this section. The Parties shall not engage in any of the following acts:
 - a. Access or use Data for reasons other than those set forth in this Data Sharing Agreement;
 - b. Access or use Data in violation of any applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or Data protection laws, rules, regulations or directives;
 - c. Access or use Data for any unauthorized, fraudulent or malicious purpose; and
 - d. Access or use of Data in a manner that could damage, disable, overburden or impair the Parties so as to diminish or destroy their ability to provide services to OMI students.

H. **Breach**

The Parties agree that in the event of a security breach, or what appears to that Party to be the likelihood of a security breach, they will act in conformance with the following:

- i. If PCCD believes that there has been a security breach of any Data that includes Data that as provided by OMI, PCCD will promptly, but in no event more than twenty-four (24) hours, report to OMI any incidents, in detail, of any Data received from OMI, whose confidentiality has been breached or believed to have been breached. PCCD will promptly take corrective action to cure a security breach, including conducting any investigation of any security breach and provide OMI with a written report of the investigation of the security breach within thirty (30) days of the discovery of the security breach. The report on the nature of the security breach shall conform to any established procedure of OMI relating to such an occurrence.
- ii. If OMI believes that there has been a security breach of any Data that includes Data that as provided by PCCD, OMI will promptly, but in no event more than twenty-four (24) hours, report to PCCD any incidents, in detail, of any Data received from PCCD, whose

confidentiality has been breached or believed to have been breached. OMI will promptly take corrective action to cure a security breach, including conducting any investigation of any security breach and provide PCCD with a written report of the investigation of the security breach within thirty (30) days of the discovery of the security breach. The report on the nature of the security breach shall conform to any established procedure of PCCD relating to such an occurrence.

- iii. The Parties agree that in the event of a security breach, the Party whose system was the subject of the security breach shall follow the requirements set forth in the State Administrative Manual and shall work with the other Party whose Data was breached to provide any notification that may be necessary pursuant to Cal. Civ. Code § 1798.29.

V. **RESPONSIBILITIES AND RIGHTS OF THE PARTIES**

- A. **Compliance**. Each of the Parties' employees, contractors, and agents of any kind shall comply with all applicable provisions of this Agreement, FERPA and any other state or federal laws with respect to the Data shared under this Agreement. The Parties agree to obtain an appropriate confidentiality commitment from each employee, contractor, or agent with access to Data pursuant to this Data Sharing Agreement. Nothing in this paragraph authorizes sharing Data provided under this Data Sharing Agreement with any other entity or for any purpose other than completing the Parties' work under this Data Sharing Agreement.
- B. **Prohibited Disclosure**. The Parties agree to block access to or to prevent re-disclosure of any Data received from the other Party pursuant to this Data Sharing Agreement. The Party receiving the Data shall not disclose any Data obtained under this Data Sharing Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. The recipient may publish results of general information (e.g., scope of participation), but specifically agrees to delete any Data items that include identifiable student information and to require all employees, contractors, and agents of any kind to also abide by this paragraph.
- C. **Subcontractors**. Each Party must obtain prior approval in writing of any third-party, including subcontractors, who may have access to students' Education Records in order to assist the Parties in the performance of their obligations under the CCAP Agreement. Such approval shall be requested in advance and provide the other Party with:
 - i. A copy of the proposed subcontract, which subcontract must contain an agreement to comply with FERPA, as applicable, and the confidentiality obligations set forth herein;
 - ii. Background information about the subcontractor and its executives; and
 - iii. Any other information reasonably requested by the other Party.

The Parties shall ensure that any such third-parties or subcontractors that create, receive, maintain, or transmit Data on behalf of a Party agree to the same restrictions, conditions, and requirements that apply to the Parties with respect to such information.

- D. **Storage.** Each Party represents that it will use, collect, store, transmit and manage the Data disclosed to it by the other Party in accordance with federal and state laws. All copies of the Data of any type, including any modifications or additions to Data from any source that contains information regarding individual students, are subject to the provisions of this Data Sharing Agreement in the same manner as the original Data. The ability to access or maintain Data under this Data Sharing Agreement shall not, under any circumstances, transfer from the Parties to any other institution or entity or unauthorized individual or agent. Any cloud storage or processing will require the express written consent of the Parties. Data from the Parties shall not be taken outside the United States.
- E. **Data Transfer.** Data provided under this Data Sharing Agreement shall be transferred via a secure and private channel.
- F. **Destruction of Data.** The Parties shall destroy all Data provided pursuant to 34 C.F.R. § 99.31(a)(3), and provide verification in writing of the destruction of all copies of the Data obtained under this Data Sharing Agreement within six (6) months if this Agreement is terminated for any reason. All Data no longer needed shall be destroyed or returned to the disclosing Party in compliance with 34 C.F.R. § 99.35(b)(2). The Parties agree to require all employees, contractors, or agents of any kind to comply with this provision.
- G. **Data Requests.** The Parties may decline to comply with a request if it determines that providing the Data requested would not be in the best interest of the disclosing Party. All requests shall include a written statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the Data is requested. Data requests may be submitted in writing by post, electronic mail, or facsimile.
- H. **Distribution.** The Parties will provide each other with an electronic copy of the final versions of any and all reports or other documents based on the Data obtained through this Agreement (if applicable). The Party who owns the Data, reserves the right to distribute and otherwise use the final report and associated documents in its discretion, in sum or in part. The other Party or its agents retain the right to publish findings in other publications, provided that prior notice of report is first shared with the owning Party and the owning Party's approval is first obtained.

VI. INTELLECTUAL PROPERTY

At all times, the Parties maintain sole ownership over their own respective Data. The Parties agree that they do not establish any ownership over the other Party's Data received pursuant to this Data Sharing Agreement and that they will not contact any individuals whose Data has been disclosed. A Party shall not publish any work based on the Data obtained from the other Party without the prior written consent of the disclosing Party. In order to protect the confidentiality of previously identified directory information disclosed to a Party, the authorized representatives agree to provide to each other, for the other Party's review at least thirty (30) days prior to publication or presentation, any proposed publications or presentation which are to make public any findings,

Data, or results based on the Data obtained through this Data sharing Agreement. Each Party reserves the right to withdraw its consent at any time.

VII. GENERAL TERMS AND CONDITIONS

A. Representation, Warranties and Covenants of the Parties

- i. **Relationship of the Parties**. The Parties are acting as independent organizations under this Data Sharing Agreement for the purposes as set forth in the Recitals. PCCD is neither an employee, subcontractor, nor an agent of OMI. PCCD shall have no right or authority to enter into agreements on behalf of or otherwise bind, OMI, and OMI shall have no right to enter into agreements on behalf of or otherwise bind PCCD. OMI is neither an employee, subcontractor, nor an agent of PCCD. OMI shall have no right or authority to enter into agreements on behalf of or otherwise bind PCCD, and PCCD shall have no right to enter into agreements on behalf of or otherwise bind OMI.
 - ii. **Due Authorization**. Each of the Parties represents and warrants that (i) it has all requisite power, authority and capacity to enter this Data Sharing Agreement and to perform its obligations herein, including all approvals and consents required from any other person or governmental authority; and (ii) this Data Sharing Agreement constitutes a valid, legally binding Data Sharing Agreement of such Party, enforceable against such Party in accordance with its terms.
 - iii. **Covenant of Further Assistance**. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Data Sharing Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other Party reasonably may request and to which the recipient of the request has no reasonable objection.
 - iv. **Data Security**. Each Party agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect the Data provided herein and exchanged hereunder from unauthorized disclosure or acquisition by an unauthorized person. shall maintain their records and systems.
- B. **Waiver**. No verbal or implied waiver of any breach of any provisions of this Data Sharing Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Data Sharing Agreement. Any waiver by either Party must be in writing and delivered to the other Party.
- C. **Applicable Law**. This Data Sharing Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement. Should

any litigation be commenced between the Parties hereto relating to the construction, effect, breach or enforcement of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

- D. **Counterparts**. This Data Sharing Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Data Sharing Agreement is executed in counterparts, no signatory hereto shall be bound until both the Parties have fully executed a counterpart of this Data Sharing Agreement.
- E. **Entire Agreement**. This Data Sharing Agreement, along with the CCAP Agreement, constitute the entire agreement between the Parties with regards to Data sharing and supersedes all prior discussions, negotiations, whether oral or written. This Data Sharing Agreement may be amended or modified only by a written instrument executed by both Parties.
- F. **Construction of Data Sharing Agreement**. Both Parties have participated in the negotiation and drafting of this Data Sharing Agreement. Therefore, the terms and conditions of this Data Sharing Agreement shall not be construed against either Party as the drafting Party.
- G. **Signature Authority**. Each Party has the full power and authority to enter into and perform this Data Sharing Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Data Sharing Agreement.
- H. **Survival**. Sections II, IV.B-C, V, VI, and VII of this Data Sharing Agreement shall survive termination of the Data Sharing Agreement.
- I. **Severability**. If any part of this Data Sharing Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Data Sharing Agreement will remain in full force and effect.

VIII. NOTICE



Any request, notice or other communication by either Party shall be given in writing and by e-mail and shall be deemed given when actually delivered, one (1) Business Day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) Business Days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

PERALTA COMMUNITY COLLEGE DISTRICT:	OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
<p><u>Name:</u> <u>Title:</u> Tina Vasconcellos, Associate Vice Chancellor, Educational Services <u>Email:</u> tvasconcellos@peralta.edu <u>Mailing Address:</u> 333 East 8th Street Oakland, CA 94606 <u>Telephone:</u> <u>Fax:</u></p> <p>With a copy to: <u>Title:</u> Contracts Coordinator <u>Email:</u> contracts@peralta.edu <u>Mailing Address:</u> 333 E. Eighth Street, Oakland, CA 94606</p>	<p><u>Name:</u> Dr. Mary E. Streshly <u>Title:</u> Superintendent <u>Email:</u> mstreshly@omiacademy.org <u>Mailing Address:</u> 3877 Lusk Street, Oakland, CA 94608 <u>Telephone:</u> 510-594-3900 <u>Fax:</u></p> <p>With a copy to: Name: Mr. Shann Chu <u>Title:</u> Director, Teaching and Learning <u>Email:</u> schu@omiacademy.org <u>Mailing Address:</u> 3877 Lusk Street, Oakland, CA 94608</p>

The Parties may change the address and contact information for notices by providing written notice in the aforesaid manner.

[Signature Page to Follow]

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

PERALTA COMMUNITY COLLEGE DISTRICT	OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
By:  <small>Jannett Jackson (Nov 11, 2023 15:27 PST)</small>	By:  <small>M.E. Streshly (Nov 9, 2023 10:11 PST)</small>
Print Name: Jannett Jackson, PhD	Print Name: Dr. Mary E. Streshly
Title: <u>Interim Chancellor</u>	Title: Superintendent
Date: <u>11/11/2023</u>	Date: <u>11-09-2023</u>

[Signature Page to Data Sharing Agreement]

**EXHIBIT D
DUAL ENROLLMENT FORM**



**Peralta Community College District
High School
CCAP Dual Enrollment Form**

*Berkeley City College
College of Alameda
Laney College
Merritt College*

Peralta Community College District's (PCCD) High School Dual Enrollment Program is designed for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

High school students enrolling in a college level course must meet course requirements. The student must follow all the regulations and policies of the college, including adhering to any prerequisite requirements.

Dual Enrollment high school students are exempted from paying the California Community College enrollment fees and all other fees. **High school students enrolled in more than 15.0 units per semester are required to pay enrollment and all other mandatory fees.** (See the current PCCD class schedule for current fees.)

By signing the High School CCAP Dual Enrollment Form, the student’s parent/guardian is indicating agreement with, and giving consent for, their student’s participation in any of the courses offered at the student’s high school, another high school, or at any of the four Peralta Community College District colleges (Berkeley City College, College of Alameda, Laney College and Merritt College). This applies to the years the student is enrolled at Oakland Military Institute College Preparatory Academy.

CCAP Dual Enrollment college classes are Peralta College (PCCD) classes. The grade received will appear on the student’s official PCCD college transcript and the student’s high school transcript. The grade received will be part of the student’s permanent college transcript, even if they transfer. The grade will count toward financial aid eligibility should the student decide to attend a PCCD college or another institution of higher education.

Steps to Enroll in the High School Dual Enrollment Program:

1. Go online to Peralta.edu and click “Apply and Enroll” to complete a Peralta Admission application.
2. Consult your high school counselor to find out which Dual Enrollment course(s) are being offered and choose the course you would like to take.
3. Get your parent/guardian’s approval to enroll in a college class and have them sign this form (this is only done once during your high school career.)
4. Complete the rest of the section “High School Student’s Information.”
5. If the CCAP DE course has a pre/co-requisite, follow the instructions to seek eligibility.
6. Review your rights with respect to your education records and disclosures of information at <http://web.peralta.edu/admissions/official-transcript-request/verificationsrelease-of-information/ferpa-2/>.
7. If you would like your parent to be able to conduct business for you or request information on your behalf complete the Authorization for Release of Student Records form.
8. Submit your Dual Enrollment Form by the deadline to an approved high school official who is managing college courses on your high school campus.

Units earned will be granted as college credit. It is Oakland Military Institute’s prerogative to grant high school credit for courses taken in the Peralta Colleges. The Peralta District’s Office of Institutional Research will send grades data to OMI upon completion of each semester.



**Peralta Community College District
High School
CCAP Dual Enrollment Form**

*Berkeley City College
College of Alameda
Laney College
Merritt College*

Please complete all sections below. You can type your responses (including all signatures). If writing, please write legibly.

→ By signing below you are agreeing to follow Peralta’s policies and procedures, and that you understand you are taking a college course through the Peralta Community College District and Oakland Military Institute College Preparatory Academy’s CCAP Dual Enrollment program.

Peralta ID # OR Peralta Application Confirmation #: _____

H.S. Grade Level: _____

High School Student's Information (All sections required)

Student's Name: _____
Last Name *First Name* *M.I.*

Date of Birth: _____

Mailing Address: _____
Street *City, State* *Zip*

Phone #: _____ **Email Address:** _____

H.S. Student's Signature: _____ **Date:** _____

I hereby certify that I am the parent/guardian of the above-named student and I am in agreement with, and give my consent for, their participation in any Peralta College CCAP Dual Enrollment course during the years my student is enrolled at Oakland Military Institute College Preparatory Academy.

→

I have read and understand the steps for Dual Enrollment. I hereby authorize OMI to release my student's educational records to Peralta Community College District. I hereby authorize Peralta Community College District to release my student's educational record to Oakland Military Institute College Preparatory Academy.

Parent or Guardian's Signature: _____ **Date:** _____

High School Authorization

Permission is granted for the above-named student to enroll in courses at: **All Peralta Colleges**

High School Currently Attending: _____

HS Counselor (or Designee) Name: _____

HS Counselor (or Designee) Signature: _____ **Date:** _____










FY 2023-26 CCAP Agreement for Oakland Military Institute - CPA

Final Audit Report

2023-11-11

Created:	2023-11-09
By:	Albert Maniaol (amaniaol@peralta.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmD4xYMDekSofjsVo9zTkFTd10wzs7z7u

"FY 2023-26 CCAP Agreement for Oakland Military Institute - CPA" History

-  Document created by Albert Maniaol (amaniaol@peralta.edu)
2023-11-09 - 5:22:10 PM GMT
-  Document emailed to mstreshly@omiacademy.org for signature
2023-11-09 - 5:28:05 PM GMT
-  Email viewed by mstreshly@omiacademy.org
2023-11-09 - 5:46:26 PM GMT
-  Signer mstreshly@omiacademy.org entered name at signing as M.E. Streshly
2023-11-09 - 6:11:42 PM GMT
-  Document e-signed by M.E. Streshly (mstreshly@omiacademy.org)
Signature Date: 2023-11-09 - 6:11:44 PM GMT - Time Source: server
-  Document emailed to Jannett Jackson (jjackson@peralta.edu) for signature
2023-11-09 - 6:11:46 PM GMT
-  Email viewed by Jannett Jackson (jjackson@peralta.edu)
2023-11-11 - 11:26:18 PM GMT
-  Document e-signed by Jannett Jackson (jjackson@peralta.edu)
Signature Date: 2023-11-11 - 11:27:00 PM GMT - Time Source: server
-  Agreement completed.
2023-11-11 - 11:27:00 PM GMT



California State University, East Bay

Memorandum of Understanding and Agreement to Provide PPS Trainee Placements to University Students for School Counseling/School Psychology

This agreement is between the Oakland Military Institute College Preparatory Academy (“District”) and the California State University, East Bay (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students enrolled in a credentialing program (“PPS Trainee”) will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 5 years beginning September 13, 2023 and ending June 30, 2028, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the PPS Trainees with supervised internship experience. The District’s Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field. Supervisors are required to have at least three years’ experience for School Psychology and at least two years’ experience for School Counseling. The Supervisor will provide the PPS Trainee with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University’s designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each PPS Trainee’s performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a PPS Trainee, the District may terminate the internship for “good cause.” “Good cause” may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for

informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.

6. District shall, on any day when a PPS Trainee is receiving training at its facilities, arrange for the PPS Trainee to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any PPS Trainee.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the PPS Trainee.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a PPS Trainee in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that PPS Trainees and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct PPS Trainees in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of PPS Trainees' performances in the District's classrooms.
7. University will be responsible for ensuring that PPS Trainees have appropriate insurance coverage.

PPS TRAINEE RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a PPS Trainee.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a PPS Trainee.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No PPS Trainee will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by PPS Trainee of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, PPS Trainee shall use de-identified

information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as PPS Trainees in District schools pursuant to this Agreement are doing so for educational purposes only, and PPS Trainees are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering PPS Trainees, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on PPS Trainees, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any PPS Trainee or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. University shall provide written notice to each PPS Trainee regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

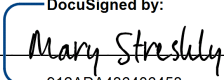
District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

- 7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed by DISTRICT:

By:  _____
Name: Mary Streshly

Title: Superintendent, OMI

Date: 9/14/2023


By: _____

Name: _____

Title: _____

Date: _____

Signed by UNIVERSITY:

By:  _____
Name: Robert Williams

Title: Dean, CEAS

Date: Sep 21, 2023

By:  _____
By: Greg Jennings (Sep 14, 2023 16:56 PDT)

Name: Greg Jennings

Title: Chair, Educational Psychology Dept.

Date: Sep 14, 2023

Complete_with_DocuSign_OMI_PPS_MOU

Final Audit Report

2023-09-21

Created:	2023-09-14 (Pacific Daylight Time)
By:	Sarah Arnett (sarah.arnett@csueastbay.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAScwgK6jhE1RzXa-o-Hae38qYtUUQrR8

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 Agreement completed.

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Coversheet

Cashflow Update

Section: V. Information/Discussion Items
Item: A. Cashflow Update
Purpose: FYI
Submitted by: Jacque Eischens
Related Material: 2023.10 Financial Statement.pdf
2023.11 OMI Cashflow Report.pdf

BACKGROUND:

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

Fiscal13a

Financial Statement

Fund 62 - Charter Fund			Fiscal Year 2023/24 Through October 2023			
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFF STATE AID - CURRENT YEAR	4,022,288.00	4,163,626.00	668,278.00	3,495,348.00	16.05
8012	EDUCATION PROTECTION ACCOUNT	1,691,489.00	1,658,254.00	359,940.00	1,298,314.00	21.71
8096	IN LIEU PROPERTY TAX TRANSFER	1,456,206.00	1,411,078.00	366,880.00	1,044,198.00	26.00
Total LCFF Revenue Sources		7,169,983.00	7,232,958.00	1,395,098.00	5,837,860.00	19.29
Federal Revenue						
8181	SPECIAL ED - ENTITLEMENT	62,100.00	59,280.00		59,280.00	
8220	CHILD NUTRITION	325,000.00	325,000.00		325,000.00	
8290	OTHER FEDERAL REVENUE	505,831.00	459,680.00	208,619.93	251,060.07	45.38
Total Federal Revenue		892,931.00	843,960.00	208,619.93	635,340.07	24.72
Other State Revenues						
8520	CHILD NUTRITION	90,000.00	114,475.00	189,195.63	74,720.63	165.27
8550	MANDATED COST REIMBURSEMENTS		19,384.00		19,384.00	
8560	STATE LOTTERY REVENUE	71,162.00	151,442.00	48,086.65	103,355.35	31.75
8590	ALL OTHER STATE REVENUE	1,430,146.00	1,461,961.00	1,476,407.40	14,446.40	100.99
Total Other State Revenues		1,591,308.00	1,747,262.00	1,713,689.68	33,572.32	98.08
Other Local Revenue						
8699	ALL OTHER LOCAL REVENUE	50,000.00	159,653.00	56,815.94	102,837.06	35.59
8792	SELPA APPORTIONMENT TRANSFERS	389,983.00	410,018.00	153,146.00	256,872.00	37.35
8799	OTHER AGENCY TRANSFERS IN		195,317.00	95,688.74	99,628.26	48.99
Total Other Local Revenue		439,983.00	764,988.00	305,650.68	459,337.32	39.95
Total Year To Date Revenues		10,094,205.00	10,589,168.00	3,623,058.29	6,966,109.71	34.21

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	CERTIFICATED TEACHER BASE	2,738,117.00	3,014,587.00	1,620,284.22	846,835.16	547,467.62	28.09
1200	CERTIFICATED PUPIL SUPP BASE	290,767.00	311,965.00	190,880.96	71,580.36	49,503.68	22.94
1300	CERTIFICATED SUPERVISOR/ADMIN	383,749.00	553,626.00	334,081.92	167,040.96	52,503.12	30.17
1900	CERTIFICATED OTHER SALARIES	51,480.00					NO BDGT
Total Certificated Salaries		3,464,113.00	3,880,178.00	2,145,247.10	1,085,456.48	649,474.42	27.97
Classified Salaries							
2100	CLASSIFIED INST AIDE SALARIES	108,752.00	147,376.00	95,761.64	37,613.97	14,000.39	25.52
2200	CLASSIFIED SUPPORT SALARIES	427,187.00	394,318.00	269,615.84	107,698.85	17,003.31	27.31

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 4, Stmt Option? = , Zero Amounts? = N, SACS? = Y, Restricted? = Y)



Fiscal13a

Financial Statement

Fund 62 - Charter Fund		Fiscal Year 2023/24 Through October 2023					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Classified Salaries (continued)							
2300	CLASSIFIED SUPERVISOR/ADMIN	301,950.00	167,821.00	107,956.16	49,863.99	10,000.85	29.71
2400	CLASSIFIED CLER/TECH SALARIES	140,327.00	253,981.00	168,925.68	91,610.86	6,555.54	36.07
2900	OTHER CLASSIFIED SALARIES	45,944.00	4,000.00		4,000.00		100.00
	Total Classified Salaries	1,024,160.00	967,496.00	642,259.32	290,787.67	34,449.01	30.06
Employee Benefits							
3101	STRS-CERTIFICATED	575,666.00	663,677.00	384,393.54	168,769.73	110,513.73	25.43
3201	PERS-CERTIFICATED	70,512.00	77,864.00	33,105.76	21,344.04	23,414.20	27.41
3202	PERS-CLASSIFIED	264,104.00	230,061.00	155,486.24	65,774.90	8,799.86	28.59
3301	OASDI-CERTIFICATED	71,770.00	84,154.00	38,393.96	23,559.05	22,200.99	28.00
3302	OASDI-CLASSIFIED	82,902.00	70,587.00	48,589.74	21,929.89	67.37	31.07
3401	HEALTH & WELFARE BEN-CERT	476,979.00	471,049.00	314,439.60	131,483.52	25,125.88	27.91
3402	HEALTH & WELFARE BEN-CLASS	125,449.00	156,153.00	98,285.34	41,061.12	16,806.54	26.30
3501	UNEMPLOYMENT INSURANCE-CERT	11,723.00	21,711.00	13,888.01	6,951.47	871.52	32.02
3502	UNEMPLOYMENT INSURANCE-CLASS	32,636.00	28,731.00	9,282.57	2,408.79	17,039.64	8.38
3601	WORKERS COMP INS-CERT	75,026.00	89,046.00	24,026.60	12,157.04	52,862.36	13.65
3602	WORKERS COMP INS-CLASS	12,080.00	10,464.00	7,193.46	3,256.86	13.68	31.12
	Total Employee Benefits	1,798,847.00	1,903,497.00	1,127,084.82	498,696.41	277,715.77	26.20
Books and Supplies							
4100	APPROVED TEXTBOOKS & CORE CURR	72,673.00	77,727.00		66,646.69	11,080.31	85.74
4200	BOOKS & REFERENCE MATERIALS	24,000.00	7,000.00	679.07	5,850.36	470.57	83.58
4300	MATERIALS AND SUPPLIES	385,635.00	450,164.00	18,692.45	82,048.84	349,422.71	18.23
4400	NONCAPITAL EQUIP (\$500 to <5k)	10,000.00	515,796.00	25,955.90	241,872.19	247,967.91	46.89
4700	FOOD (CHILD NUTRITION PROGRAM)	347,034.00	369,148.00	248,175.00	36,821.01	84,151.99	9.97
	Total Books and Supplies	839,342.00	1,419,835.00	293,502.42	433,239.09	693,093.49	30.51
Services and Other Operating Expenditures							
5100	SUBAGREEMENTS FOR SERVICES	166,000.00	141,000.00	124,208.65	3,991.35	12,800.00	2.83
5200	TRAVEL AND CONFERENCES	4,400.00	22,751.00	1,220.00	3,625.17	17,905.83	15.93
5300	DUES AND MEMBERSHIPS	27,050.00	22,300.00		11,543.80	10,756.20	51.77
5400	INSURANCE	107,827.00	107,926.00		107,482.09	443.91	99.59
5500	OPERATIONS & HOUSEKEEPING SRVS	376,135.00	366,005.00	221,285.43	130,341.12	14,378.45	35.61
5600	NONCAPITALIZED REPAIRS	361,309.00	517,309.00	173,076.96	131,676.03	212,556.01	25.45
5800	PROFESSIONAL/CONSULTING SRVCS	1,129,809.00	1,514,982.00	574,198.50	658,567.76	282,215.74	43.47
5900	COMMUNICATION - PHONE/INTERNET	69,269.00	100,000.00	46,423.47	32,144.13	21,432.40	32.14
	Total Services and Other Operating Expenditures	2,241,799.00	2,792,273.00	1,140,413.01	1,079,371.45	572,488.54	38.66
Capital Outlay							

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 4, Stmt Option? = , Zero Amounts? = N, SACS? = Y, Restricted? = Y)



Fiscal13a

Financial Statement

Fund 62 - Charter Fund		Fiscal Year 2023/24 Through October 2023					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Capital Outlay (continued)							
6200		258,617.00					NO BDGT
6500		514,050.00					NO BDGT
	Total Capital Outlay	772,667.00	.00	.00	.00	.00	NO BDGT
6600 - 6999							
6900	DEPRECIATION	50,000.00	479,500.00			479,500.00	
	Total 6600 - 6999	50,000.00	479,500.00	.00	.00	479,500.00	
Transfers of Indirect/direct support costs							
7310	INDIRECT COST TRANSFER		8,873.00			8,873.00	
	Total Transfers of Indirect/direct support costs	.00	8,873.00	.00	.00	8,873.00	
Debt Service							
7438	DEBT SERVICE - INTEREST	25,323.00	26,000.00		12,106.93	13,893.07	46.57
	Total Debt Service	25,323.00	26,000.00	.00	12,106.93	13,893.07	46.57
	Total Year To Date Expenditures	10,216,251.00	11,477,652.00	5,348,506.67	3,399,658.03	2,729,487.30	29.62

Fiscal13a

Financial Statement

Fund 62 - Charter Fund		Fiscal Year 2023/24 Through October 2023		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9120	CASH IN BANK - BRIDGE BANK	4,459,418.20	1,910,182.66-	2,549,235.54
9121	CASH IN BANK - HERITAGE BANK	1,133.55		1,133.55
9122	CASH IN BANK - 2	750.00		750.00
9123	CASH IN BANK - 3	4,155.86		4,155.86
9150	Investment		1,000,000.00	1,000,000.00
9200	ACCOUNTS RECEIVABLE	1,004,722.19	774,492.56-	230,229.63
9290	DUE FROM GRANTOR GOVERNMENTS	261,801.89	47,752.59	309,554.48
9330	PREPAID EXPENSES	47,215.52	9,177.69-	38,037.83
9420	LAND IMPROVEMENTS	13,540,883.09		13,540,883.09
9425	ACC DEPREC - LAND IMPROVEMENTS	4,509,832.12-		4,509,832.12-
9430	BUILDINGS	583,097.94		583,097.94
9435	ACC DEPREC - BUILDINGS	32,278.81-		32,278.81-
9440	EQUIPMENT	1,552,282.60		1,552,282.60
9445	ACC DEPREC - EQUIPMENT	1,440,336.18-		1,440,336.18-
	Total Assets	15,473,013.73	1,646,100.32-	13,826,913.41
Liabilities				
9500	ACCOUNTS PAYABLE (CURRENT)	227,829.49	216,137.80-	11,691.69
9590	DUE TO GRANTOR GOVERNMENTS	276,261.32		276,261.32
9650	UNEARNED REVENUE	1,665,253.04	1,665,253.04-	
9660	LONG-TERM LIABILITIES	1,210,693.48		1,210,693.48
	Total Liabilities	3,380,037.33	1,881,390.84-	1,498,646.49
9800 - 9999				
9999	Error Account		11,890.26	11,890.26
	Calculated Fund Balance	12,092,976.40	223,400.26	12,316,376.66
Beginning Fund Balance				
9791	BEGINNING FUND BALANCE	12,092,976.40		12,092,976.40
	Beginning Fund Balance Proof	.00	223,400.26	223,400.26
Change in Fund Balance - Excess Revenues (Expenditures)			223,400.26	

Memo Only - Ending Fund Balance Accounts

	Adopted	Revised
Reserves		
9720 RESERVE FOR ENCUMBRANCES		5,348,506.67
Other Designations		
9790 UNRESTRICTED NET POSITION	12,393,592.00	11,204,493.00

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 550, Starting Period = 1, Ending Account Period = 4, Stmt Option? = , Zero Amounts? = N, SACS? = Y, Restricted? = Y)

Fiscal13a

Financial Statement

Fund 62 - Charter Fund		Fiscal Year 2023/24 Through October 2023				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	10,094,205.00	10,589,168.00		3,623,058.29	6,966,109.71	34.21
B. Expenditures	10,216,251.00	11,477,652.00	5,348,506.67	3,399,658.03	2,729,487.30	29.62
C. Subtotal (Revenue LESS Expense)	122,046.00-	888,484.00-		223,400.26	4,236,622.41	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	122,046.00-	888,484.00-		223,400.26	4,236,622.41	
F. Fund Balance:						
Beginning Balance (9791)	12,515,638.00	12,092,977.00		12,092,976.40		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	12,515,638.00	12,092,977.00		12,092,976.40		
G. Calculated Ending Balance	12,393,592.00	11,204,493.00		12,316,376.66		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	12,393,592.00	11,204,493.00				
Other				5,348,506.67		

Fiscal13a

Financial Statement

Fund NA **Fiscal Year 2023/24 Through October 2023**

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8590	ALL OTHER STATE REVENUE	300,000.00	300,000.00		300,000.00	
	Total Other State Revenues	300,000.00	300,000.00	.00	300,000.00	
	Total Year To Date Revenues	300,000.00	300,000.00	.00	300,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Books and Supplies							
4300	MATERIALS AND SUPPLIES	200,200.00	130,200.00		19.93-	130,219.93	-0.02
4700	FOOD (CHILD NUTRITION PROGRAM)		64,000.00			64,000.00	
	Total Books and Supplies	200,200.00	194,200.00	.00	19.93-	194,219.93	-0.01
Services and Other Operating Expenditures							
5300	DUES AND MEMBERSHIPS	1,200.00	1,200.00			1,200.00	
5600	NONCAPITALIZED REPAIRS	7,000.00	7,000.00			7,000.00	
5800	PROFESSIONAL/CONSULTING SRVCS	91,000.00	72,000.00			72,000.00	
5900	COMMUNICATION - PHONE/INTERNET	600.00	600.00			600.00	
	Total Services and Other Operating Expenditures	99,800.00	80,800.00	.00	.00	80,800.00	
	Total Year To Date Expenditures	300,000.00	275,000.00	.00	19.93-	275,019.93	-0.01

Fiscal13a

Financial Statement

Fund NA		Fiscal Year 2023/24 Through October 2023		
Object	Description	Beginning Balance	Year to Date Activity	Ending Balance
Fund Reconciliation				
Assets				
9120	CASH IN BANK - BRIDGE BANK		19.93	19.93
	Calculated Fund Balance	<u>.00</u>	<u>19.93</u>	<u>19.93</u>
	Beginning Fund Balance Proof	<u>.00</u>	<u>19.93</u>	<u>19.93</u>
Change in Fund Balance - Excess Revenues (Expenditures)			19.93	

Memo Only - Ending Fund Balance Accounts

Other Designations	Adopted	Revised
9790 UNRESTRICTED NET POSITION		25,000.00

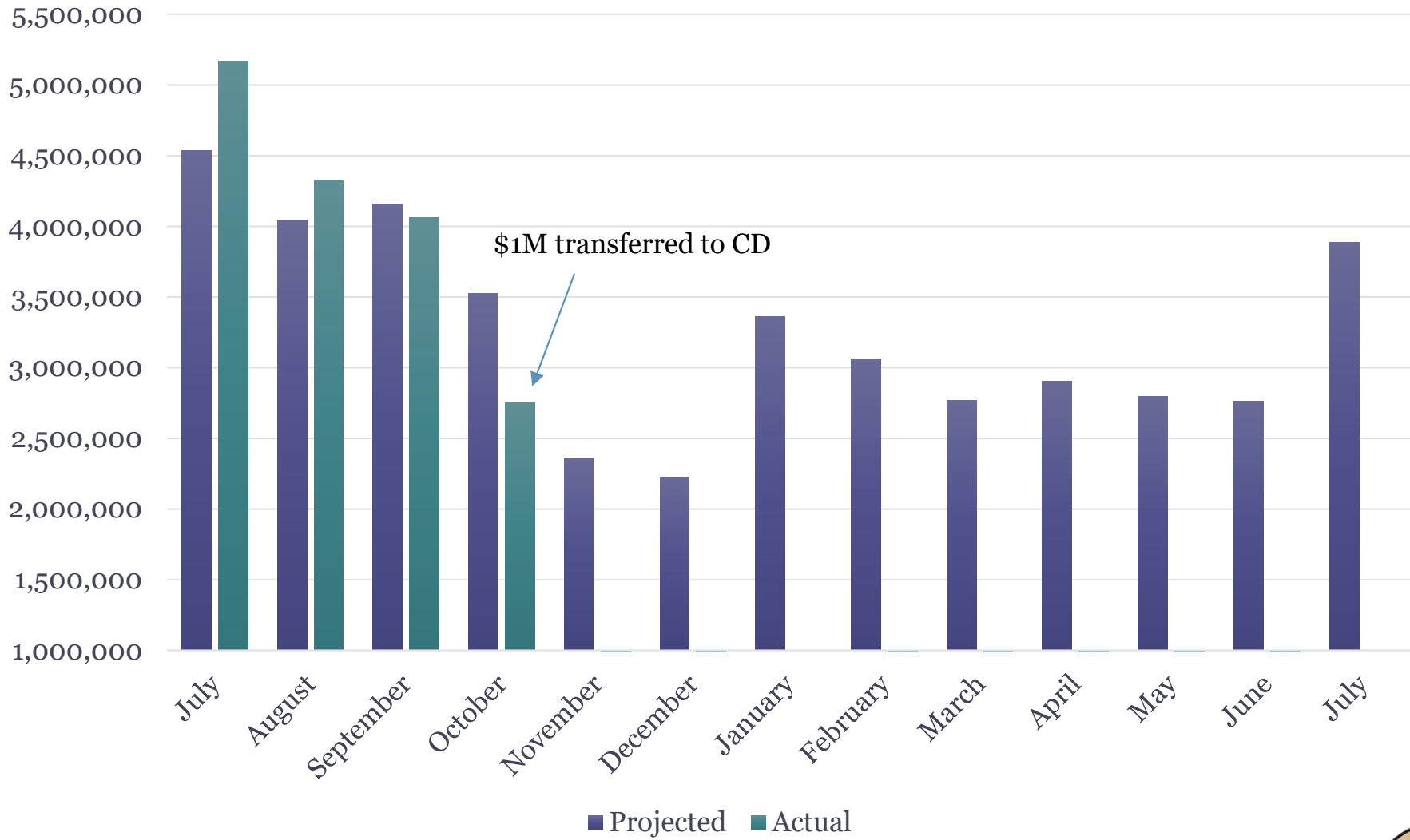
Fiscal13a

Financial Statement

Fund NA	Fiscal Year 2023/24 Through October 2023					
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	300,000.00	300,000.00			300,000.00	
B. Expenditures	300,000.00	275,000.00		19.93-	275,019.93	-0.01
C. Subtotal (Revenue LESS Expense)	.00	25,000.00		19.93	24,980.07	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	.00	25,000.00		19.93	24,980.07	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance						
G. Calculated Ending Balance	.00	25,000.00		19.93		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)		25,000.00				
Other						

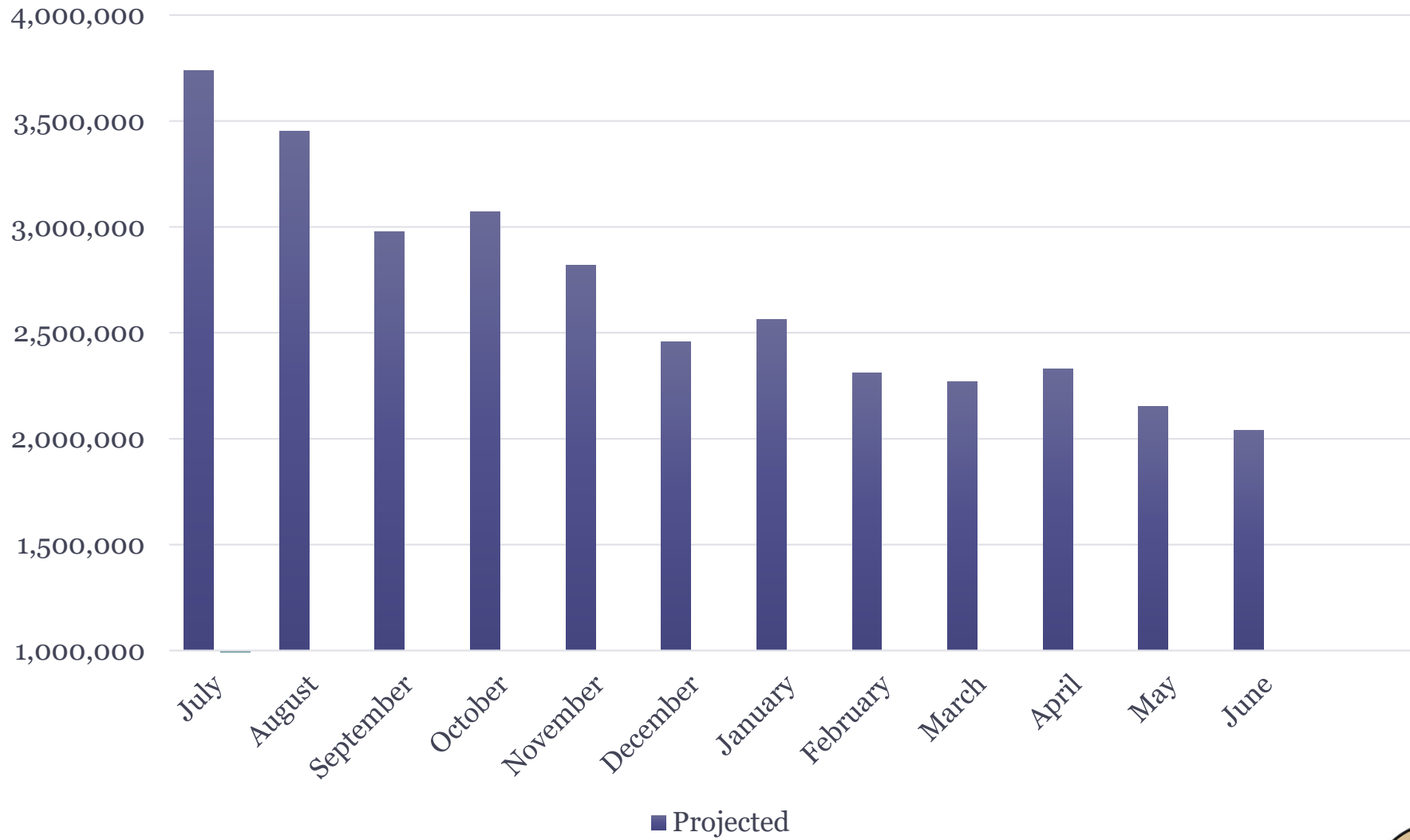
Cashflow

July 2023 to July 2024



Cashflow

July 2024 to July 2025



Coversheet

Williams Act Report

Section: V. Information/Discussion Items
Item: B. Williams Act Report
Purpose: FYI
Submitted by: Shann Chu
Related Material: OMIWilliamsReport2023.pdf
OMI 2023 Williams FIT Report.pdf
Williams_Act_Instructional_Materials_Affidavit.pdf
Oakland Military Institute 2023 Williams Final Report.pdf

BACKGROUND:

The official Williams Act Report results have finally come in and we passed!

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board hear the results and celebrate our accomplishments.

Williams Settlement Report Oakland Military Institute 2023

Presented by
Shann Chu

Director of Teaching and Learning
November 16th 2023

The Williams Settlement

In 2004, the Williams Settlement ensured that all public school students have equal access to instructional materials, safe and decent school facilities, and qualified teachers. On an annual basis, county office of education officials monitor LEA's and school sites for adherence to the requirements of the settlement.

The Requirements

Each and every student has a right to

1. Sufficient textbooks
2. A school in “good repair”
3. A qualified teacher

OMI Williams Status

1. Sufficient textbooks - **Yes/Sufficient**
([ACOE Confirmation Email](#))
2. A school in “good repair” - **Exemplary**
([ACOE FIT Report](#))
3. A qualified teacher - [Chart of Teachers](#)

OMI Williams Reporting

The results of Williams Monitoring appears for public review in the 2023-24 SARC providing the community details of OMI's sufficiency in the basic requirements for all students.



FACILITY INSPECTION TOOL (FIT) OFFICE OF PUBLIC SCHOOL CONSTRUCTION

SCHOOL FACILITY CONDITIONS EVALUATION

Oakland Military Institute, College Preparatory Academy (1612590130617) | Inspected by Scott Bollander

CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS / FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HV AC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
41	Number of "OK"s:	41	41	41	41	41	41	41	13	24	41	41	41	41	3	41
	Number of "D"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	28	17	0	0	0	0	38	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			100.00%	100.00%		100.00%	100.00%		100.00%		100.00%		100.00%	
Rank GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		EXEMPLARY			EXEMPL ARY	EXEMPLARY		EXEMPLARY	EXEMPLARY		EXEMPLARY		EXEMPLARY		EXEMPLARY	
		OVERALL RATING: DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE							100.00%		SCHOOL RATING**		EXEMPLARY			

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	RATING	DESCRIPTION
99%-100%	EXEMPLARY	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.
90%-98.99%	GOOD	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.
75. %-89.99%	FAIR	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.
0%-74.99%	POOR	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.



FACILITY INSPECTION TOOL (FIT) OFFICE OF PUBLIC SCHOOL CONSTRUCTION
SCHOOL FACILITY CONDITIONS EVALUATION

ID	Building / Area Name	Estimated Square Footage	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	COMMENTS:
1	Main Entrance		OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
2	Main Office		OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
3	Multi Purpose Room		OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	NA	OK	
4	Staff Restroom by multi purpose room		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
5	Playground		OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK	
6	Athletic Field		OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	OK	OK	
7	Staff restroom by 16		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
8	Classroom 15	1000	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK	
9	Classroom 17	1000	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	NA	OK	
10	All gender Restroom by 16		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
11	Library	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
12	Classroom P21	1000	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	NA	OK	
13	Classroom P22	1000	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	NA	OK	
14	Classroom P23	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	



FACILITY INSPECTION TOOL (FIT) OFFICE OF PUBLIC SCHOOL CONSTRUCTION
SCHOOL FACILITY CONDITIONS EVALUATION

ID	Building / Area Name	Estimated Square Footage	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	COMMENTS:
15	Classroom P26	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
16	Boys Restroom by P22		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
17	Girls restroom by P22		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
18	Classroom P28	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
19	Classroom P27	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
20	Classroom C101	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
21	Classroom C102	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
22	Classroom C103	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
23	Classroom C203	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
24	Classroom C202	1000	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	NA	OK	
25	Classroom B101	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
26	Classroom B102	1000	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	NA	OK	
27	Classroom B103	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
28	Classroom B104	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	



FACILITY INSPECTION TOOL (FIT) OFFICE OF PUBLIC SCHOOL CONSTRUCTION
SCHOOL FACILITY CONDITIONS EVALUATION

ID	Building / Area Name	Estimated Square Footage	GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOM	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/SCHOOL GROUNDS	WINDOWS/ DOORS/ GATES/FENCES	COMMENTS:
29	Classroom B105	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
30	Boys Restroom B-wing 1st floor		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
31	Girls Restroom B-wing 1st floor		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
32	All gender restroom B-wing 1st floor		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
33	Boys Restroom B-wing 2nd floor		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
34	Girls Restroom B-wing 2nd floor		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
35	ADA restroom B-wing 2nd floor		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
36	Classroom B206	1000	OK	OK	OK	OK	OK	OK	OK	NA	NA	OK	OK	OK	OK	NA	OK	
37	Classroom B204	1000	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	NA	OK	
38	Classroom 14	1000	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	NA	OK	
39	Classroom 4	1000	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	NA	OK	
40	Boys restroom by 9		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	
41	Girls Restroom by 9		OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK	



Shann Chu <schu@omiacademy.org>

Williams Settlement Instructional Materials Affidavit: (Standalone Charter) : Oakland Military Institute, College Preparatory Academy

1 message

Alameda County Office of Education <noreply@jotform.com>
Reply-To: acarino@acoe.org
To: schu@omiacademy.org

Mon, Aug 14, 2023 at 9:38 AM



Alameda County Office of Education Williams Settlement Instructional Materials Affidavit

School Site (Standalone Charter) : Oakland Military Institute, College Preparatory Academy

School Site Administrator Shann Chu

Email schu@omiacademy.org

Carolyn Jones

Reviewer Email kk_i_am@icloud.com

Date 08-10-2023

This school site has sufficient instructional materials for ALL students at all grade levels in all core courses/curricular areas including ELA, ELD, Math, Science, History/Social Science, World Languages (if applicable), Health (if applicable). The instructional materials have been distributed to the students and if electronic, all students have access. Yes / Sufficient

All students have equitable access to the instructional Yes / Sufficient

materials and learning resources needed to access them at school and at home.

Every Special Education student has the necessary materials to meet the goals and objectives of their IEP. Yes / Sufficient

The Williams Complaint Procedure (UCP) is posted in the Main Office and in all classrooms, and is translated as needed or complaint policy verified for charter school sites: Yes / Sufficient

PO submitted on day of visit: Yes

School Site Administrator Signature Shann Chu

School Site Administrator Signature Date 08-10-2023

Williams Instructional Materials Reviewer Signature Date 08-10-2023



Alameda County Office of Education

November 15, 2023

Dr. Mary Streshly, Superintendent
Oakland Military Institute, College Preparatory Academy
3877 Lusk Street
Oakland, CA 94608

Re: 2023-24 Williams Settlement Monitoring Findings

Dear Superintendent Streshly,

California Education Code [§1240](#) requires that the Alameda County Office of Education (ACOE) staff visit the schools identified for 2023-24 Williams Settlement monitoring within the first four weeks of instruction to ensure that the following requirements are met:

- All students have access to standards-aligned instructional materials and textbooks,
- All students have access to school facilities that are clean, safe and functional; and there are no facility conditions that pose an emergency or urgent threat to the health or safety of pupils or staff,
- Teacher assignments and certifications have been reviewed and the status is reported to the ACOE Board of Trustees,
- School Accountability Report Cards are properly posted and contain no indications of instructional material insufficiencies or outstanding facility needs, and
- Uniform Complaint Procedures are properly posted in the main office.

The accompanying report for your Local Educational Agency that was monitored during the 2023-24 school year is included for your information. *Any extreme facility deficiencies identified have been resolved and no additional action is required at this time.* A complete report on all Williams visits conducted in Alameda County will also be submitted to the County Board of Education as required by law.

Thank you for the support of your governing board, administration, and staff to ensure that each student has the appropriate materials for learning, safe classrooms and school environments, and qualified teachers.

Sincerely,

A handwritten signature in black ink that reads "Alysse Castro".

Alysse Castro
Alameda County Superintendent of Schools

Cc: Juwen Lam, Chief of Accountability Services
Shirene Moreira, Chief of District Business & Advisory Services
Shann Chu, OMI Director of Teaching & Learning

2023 Williams Report Oakland Military Institute College Preparatory Academy

Charters at a Glance

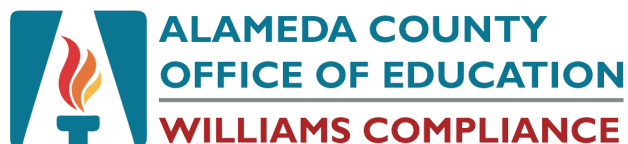
School	Charter Complaint Procedure	Sufficiency of Instructional Materials	FACILITIES			2021-22 Teacher Preparation and Placement*		2021-22 School Accountability Report Card (SARC)
			Number of Deficiencies	Number of Extreme Deficiencies	Extreme Deficiencies Resolved?	Total Teacher Misassignments (Full Time Equivalent-FTE)	Total Teacher Misassignments (%)	
Oakland Military Institute College Preparatory Academy	Compliant	Compliant	0	0	N/A	10.9	38.80%	Yes
District Total			0	0		10.9		

*Data Source: CDE DataQuest

22/23 teacher misassignment data will be released in November 2023

2023 Williams Report Oakland Military Institute College Preparatory Academy Facilities at a Glance

District	Total Number of Schools Inspected: 1														
Number of Schools Meeting Each Ranking	A. Systems			B. Interior	C. Cleanliness		D. Electrical	E. Restrooms/ Fountains		F. Safety		G. Structural		H. External	
	Part I	Part II	Part III	Part IV	Part V	Part VI	Part VII	Part VIII	Part IX	Part X	Part XI	Part XII	Part XIII	Part XIV	Part XV
	Gas Leaks	Mech/HVAC	Sewer	Interior Surfaces	Overall Cleanliness	Pest/Vermin	Electrical	Restrooms	Sinks/ Fountains	Fire Safety	Haz. Materials	Structural Damage	Roofs	Playground School Grounds	Windows Doors Fences
Good (90% - 100%)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fair (75% -89.99%)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Poor (0% - 74.99%)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Williams Monitoring Report Ratings and Standards

School

Schools eligible for Williams Monitoring by the Alameda County Office of Education (ACOE) under [Ed Code Section 1240\(c\)\(2\)\(A\)](#)

Uniform Complaint Procedure - [Ed Code Section 35186](#)

Rating	Standard for Rating
Compliant or Non-Compliant	Uniform Complaint Procedure is posted in Main Office and classrooms in required language(s)

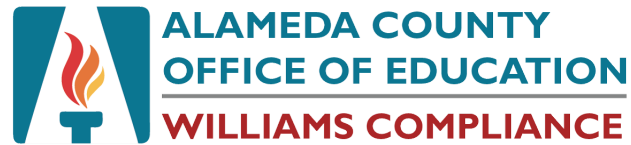
or

Charter Complaint Procedure - [Ed Code Section 234.1](#)

Rating	Standard for Rating
Compliant or Non-Compliant	Complaint policy is posted in all schools and offices, including staff lounges and pupil government meeting rooms in required language(s)

Sufficiency of Instructional Materials - [Ed Code Section 60119\(c\)\(1\)](#)

Rating	Standard for Rating
Compliant or Non-Compliant	<p>Each pupil, including an English Learner and/or Special Education resource student, has standards-aligned textbooks or instructional materials, or both, to use in class and to take home in the four core subject areas: reading/language arts, mathematics, science, and history-social science; as well as in world languages and health for middle and high school students.</p> <p>Each pupil in special day classes has sufficient quantities of the instructional materials required in the student’s IEP including modified instructional materials.</p>



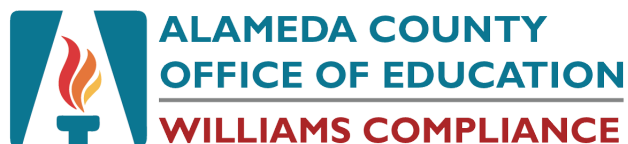
Facilities - Office of Public School Construction Facility Inspection Tool (FIT)

Rating	Standard for Rating
Number of Deficiencies	Deficiencies are conditions that are not considered clean, safe, and functional as outlined in Ed Code Section 17002(d)(1) .
Number of Extreme Deficiencies	Extreme Deficiencies or “emergency facilities needs” are conditions that pose a threat to the health and safety of students and staff as defined in Ed Code Section 17592.72(c)(1) . These require immediate attention and, if left unmitigated, could cause severe and immediate injury, illness and/or death.
Extreme Deficiencies Resolved (Yes, No, or N/A)	All extreme deficiencies were resolved and verified by Williams inspector within 30 days of identification as required in Ed Code Section 1240(c)(2)(G) .

2021-22 Teacher Preparation and Placement - [Ed Code Section 44258.9](#)

Rating	Standard for Rating*
Total Number and Percentage of Teacher Misassignments by Full-Time Equivalent (FTE)	<p>Number and percentage of teachers rated as ineffective per CDE Teaching Assignment Monitoring Outcomes by Full-Time Equivalent (FTE)</p> <p><i>“An assignment monitoring outcome of “ineffective” indicates that one or more relevant attributes of the assignment had no legal authorization from a permit, credential or waiver, or one or more relevant attributes of the assignment were authorized by the following limited permits:</i></p> <ul style="list-style-type: none"> ● <i>Provisional Internship Permits</i> ● <i>Short-Term Staff Permits</i> ● <i>Variable Term Waivers</i> ● <i>Substitute permits or Teaching Permits for Statutory Leave (TSPL) holders serving as the teacher of record”</i>
No data available	<i>“Data are not included for districts and independently reporting charter schools (IRCs) that did not certify their California Longitudinal Pupil Achievement Data System (CALPADS) Fall 2 submission”</i>

*Source: CDE DataQuest


2021-22 School Accountability Report Card (SARC) - [Ed Code Section 33126\(b\)](#)

Rating	Standard for Rating
Yes	The school has provided an accurate link to the website address where the SARC is posted for public access and ACOE has determined the accuracy of data reported as required by Ed Code Section 1240(c)(2)(E)(3) .
Incomplete	The school has provided an accurate link to the website address where the SARC is posted for public access, however, information is either missing or inaccurate.
No SARC	The school did not submit a SARC nor was it posted on their website.

School Facility Conditions Evaluation - [Ed Code Section 17002\(d\)\(2\)\(A\)](#)

(Ranking of schools in 8 inspection areas)

Rating	Percentage of Areas Evaluated	Standard for Rating
Good	90-100%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.
Fair	75-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.
Poor	0-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.

Coversheet

Dual Enrollment Agreement: Merritt College x OMI CCAP Partnership

Section: V. Information/Discussion Items
Item: C. Dual Enrollment Agreement: Merritt College x OMI CCAP Partnership
Purpose: Discuss
Submitted by: Tim Murray
Related Material: Pathway for Board Meeting.pdf
UC Guidance for Dual Enrollment Pathway.pdf
IGETC Breakdown of Peralta Community College Classes.pdf

BACKGROUND:

In order for OMI to offer Dual Enrollment opportunities to our cadets, we must have an active CCAP Partnership Agreement in place. As we began talks to expand and formalize our Dual Enrollment offerings into targeted pathways toward UC/CSU transfer qualifications, it was discovered that we did not have an active agreement in place. This agreement was approved under the consent agenda.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board hear the presentation by our College and Career Counselor and Dual Enrollment Coordinator so that the Board continue to expand its knowledge regarding the increased opportunities Dual Enrollment can provide our cadets.

Oakland Military Institute UC/CSU IGETC Dual Enrollment Pathway



	Legend: N = Needed IP = In Progress C = Completed	N	IP	C
Area A (English) *9 Credits Minimum	Communications 20 (Speaking)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	English 1A (Writing)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	English 5 (Critical Thinking)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area B (Science + Quantative Reasoning) *9 Credits Minimum + Lab	Astrology 10, Geography 1, OR Geology 10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Anthropology 1 (With Lab)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	CIS 5 (Computer Science) OR Math 1 (Pre-Calculus)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area C (Arts + Humanities) *9 Credits Minimum	Music 15A, 15B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Spanish 1A, 1B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Philosphy 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area D (Social Sciences) *6 Credits Minimum	Sociology 1, 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Psychology 1A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Journalism 62	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area E (Self-Develop) *3 Credits Minimum	Psychology 21 (Human Development) Nutrition 10 Counseling 24 (College Success)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area F (Ethnic Studies) *3 Credits Minimum	AFRAM 19 OR 1 M/LAT 6 OR 31	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
U.S. History *6 Credits Minimum	Political Science (Required)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	History 7A. 7B (Pre/Post Civil War)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AFRAM 30	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Oakland Military Institute UC Dual Enrollment Pathway Overview

	Legend: N = Needed IP = In Progress C = Completed	N	IP	C
English Communication	2 Courses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Math / Quantative Reasoning	1 Course	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Arts / Humanities	3 Courses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social / Behaviorial Sciences	2 Courses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physics / Biological Sciences	2 Courses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Language = Proficiency	2 Years of High School	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ethnic Studies	1 Course	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total UC Core = 11 Classes, 34 Credits



Oakland Military Institute IGETC Dual Enrollment Pathway

		Legend: N = Needed IP = In Progress C = Completed	N	IP	C
Area A (English) *6 semester units or 8-10 quarter units	English 1A (Writing)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	English 5 (Critical Thinking)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Communications [CSU only]		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area B (Science + Quantative Reasoning) *9 Credits Minimum + Lab	Astrology 10, Geography 1, OR Geology 10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Anthropology 1 (With Lab)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	CIS (Computer Science) OR Math 1 (Pre-Calculus)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area C (Arts + Humanities) *9 Credits Minimum	Music 15A, 15B		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Spanish 1A, 1B		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Philosophy 1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area D (Social Sciences) *6 Credits Minimum	Sociology 1, 2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Psychology 1A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Journalism 62		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area E (Self-Develop) *3 Credits Minimum	Psychology 21 (Human Development) Nutrition 10 Counseling 24 (College Success)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area F (Ethnic Studies) *3 Credits Minimum	AFRAM 19 OR 1 M/LAT 6 OR 31		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
U.S. History *6 Credits Minimum	Political Science (Required)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AFRAM 30		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	History 7A, 7B (Pre/Post Civil War)		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Coversheet

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

Section: V. Information/Discussion Items
Item: D. Consideration of Employee Cost of Living Allowance for 2023-2024 (COLA)
Purpose: Discuss
Submitted by: Mary Streshly/ Jacque Eischens
Related Material: MYP WITH RAISES Scenarios.pdf

BACKGROUND:

Staff developed a multi-year projection for 3% & 5% COLAs, so the Board may consider the cost and impact on our overall fund balance when considering the amount of salary increase for our certificated and classified staff.

RECOMMENDATION:

Staff recommends the Board review the cost projections with each percent increase and provide direction to the staff for which amount to add as an action item to December's agenda for board vote.

MULTIYEAR PROJECTIONS

November 16, 2023

Prepared by Jacque Eischens, Consulting CFO



Multiyear Projections

The Oakland Military Institute, College Preparatory Academy's business office has calculated four multiyear projection scenarios to show the impact of a 3% and a 5% raise.

These projections include the worst-case scenario of COLA being reduced in 2024-25. The first page uses current enrollment projections. The second page uses more conservative enrollment projections.

This data is provided to assist the Board of Directors in determining which financial outlook they feel is most acceptable.

3% and 5% Raise Comparison

	2023-24	2024-25	2025-26
Enrollment	522	575	625
Average Daily Attendance	485	535	581
COLA	8.20%	2.00%	3.29%
<i>Excess(Deficiency) revenue over expenses</i>	<i>(921,979)</i>	45,208	261,449
Unassigned Ending Fund Balance	1,379,332	1,859,677	2,551,126

— 3% Raise

	2023-24	2024-25	2025-26
Enrollment	522	575	625
Average Daily Attendance	485	535	581
COLA	8.20%	2.00%	3.29%
<i>Excess(Deficiency) revenue over expenses</i>	<i>(974,542)</i>	<i>(207,300)</i>	<i>(46,776)</i>
Unassigned Ending Fund Balance	1,314,582	1,574,396	1,923,014

— 5% Raise

3% and 5% Raise Comparison Reduced Enrollment

	2023-24	2024-25	2025-26
Enrollment	522	550	600
Average Daily Attendance	485	512	558
COLA	8.20%	2.00%	3.29%
<i>Excess(Deficiency) revenue over expenses</i>	<i>(861,193)</i>	<i>(563,797)</i>	<i>(354,456)</i>
Unassigned Ending Fund Balance	1,427,931	864,134	509,678

— 3% Raise

	2023-24	2024-25	2025-26
Enrollment	522	550	600
Average Daily Attendance	485	512	558
COLA	8.20%	2.00%	3.29%
<i>Excess(Deficiency) revenue over expenses</i>	<i>(974,542)</i>	<i>(464,169)</i>	<i>(254,828)</i>
Unassigned Ending Fund Balance	1,303,247	572,795	361,751

— 5% Raise

Coversheet

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

Section: VI. Action Items/Discussion
Item: A. First Reading: Title IX Harassment, Intimidation, Discrimination, and Bullying Policy
Purpose: Discuss
Submitted by: Mary Streshly
Related Material: TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY-11-30-2023 (1).pdf

BACKGROUND:

In consult with legal representation, it was strongly recommended that we have a current board policy in the area of Title IX Harassment and bullying as soon as possible as potential Title IX situations and investigations present themselves.

RECOMMENDATION:

It is the recommendation of superintendent's staff to discuss the Title IX Harassment, Intimidation, Discrimination, and Bullying Policy policy template and provide staff with direction for policy language and drafting or approve the policy as written to support the work of OMI administration.



OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

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

TITLE IX. HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Oakland Military Institute College Preparatory Academy ("OMI" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. OMI school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom OMI does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender. OMI will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. OMI complies with all applicable



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state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):

Shann Chu

Director of Teaching and Learning

3877 Lusk St Oakland, CA 94608

510-594-3900

schu@omiacademy.org

Title IX, Harassment, Intimidation, Discrimination and Bullying Investigator (“Investigator”):

SGT Melanie Ruiz

Admin NCO/HQ TAC NCO

3877 Lusk St Oakland, CA 94608

510-594-3900

mrui@omiacademy.org

Title IX, Harassment, Intimidation, Discrimination and Bullying Decision Maker (“Decision Maker”):

CMSgt (CA) Thomas James

Commandant

3877 Lusk St Oakland, CA 94608

510-594-3900

tjames@omiacademy.org



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Title IX, Harassment, Intimidation, Discrimination and Bullying Appeals Officer (“Appeals Officer”):

Dr. Mary Streshly

Superintendent

3877 Lusk St. Oakland, CA 94608

mstreshly@omiacademy.org

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by OMI.



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OMI is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational 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; and/or (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 themselves 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.
 - 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 a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.



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Sexual or discriminatory displays or publications anywhere in the work 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 in the work or 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.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work 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

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student [1] or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience substantial interference with the student's academic performance.
4. Causing a reasonable student to experience substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by OMI.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.



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Electronic act means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

A message, text, sound, video, or image.

1. A post on a social network Internet Web site including, but not limited to:
 1. 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.
 2. Creating a credible impersonation of another actual student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 3. 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 student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

3. 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 student to another student 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.
4. 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.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in OMI’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that OMI investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in OMI’s education program or activity.



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Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

OMI has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures^[CB4]

OMI advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

OMI informs Charter School employees, students, and parents/guardians of OMI's policies regarding the use of technology in ^[CB5] and out of the classroom. OMI encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

OMI employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. OMI advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at OMI and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

OMI's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type



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behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

OMI informs OMI employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

OMI annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other OMI employees who have regular interaction with students.

OMI informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by OMI, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and [CB9]
- Students with physical or learning disabilities.

OMI encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for OMI’s students.



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Grievance Procedures

1. Scope of Grievance Procedures

OMI will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the OMI UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, OMI will utilize the following grievance procedures in addition to its UCP when applicable.

2. Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Shann Chu

Director of Teaching and Learning

3877 Lusk St Oakland, CA 94608

510-594-3900



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Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. OMI will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports [CB11] may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Superintendent, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

OMI acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

OMI prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff, and any individual designated as a coordinator, investigator or decision-maker and any person who facilitates an informal resolution process [CB12] will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.



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Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to OMI's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or OMI's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. OMI will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of OMI to provide the supportive measures.

4. Investigation and Response

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of OMI, the Coordinator (or administrative designee) [CB13] will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days[CB14]. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
 - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:



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§ A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
[CB15]

§ A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;

§ A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and

§ A statement that OMI prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

- OMI may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with OMI's policies.
- OMI may remove a respondent from OMI's education program or activity on an emergency basis, in accordance with OMI's policies, provided that OMI undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
- This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Informal Resolution

- If a formal complaint of sexual harassment is filed, OMI may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If OMI offers such a process, it will do the following:

§ Provide the parties with advance written notice of:

- The allegations;



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The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;

- The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and

- Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and

§ Obtain the parties' advance voluntary, written consent to the informal resolution process.

- OMI will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Investigation Process

- The decision-maker will not be the same person(s) as the Coordinator or the investigator. OMI shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.

- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.

- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.

- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.



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- Prior to completion of the investigative report, OMI will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Dismissal of a Formal Complaint of Sexual Harassment

- If the investigation reveals that the alleged harassment did not occur in OMI's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable OMI policy.
- OMI may dismiss a formal complaint of sexual harassment if:
 - § The complainant provides a written withdrawal of the complaint to the Coordinator;
 - § The respondent is no longer employed or enrolled at OMI; or
 - § The specific circumstances prevent OMI from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
- If a formal complaint of sexual harassment or any of the claims therein are dismissed, OMI will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

Determination of Responsibility

- The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
- Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
- OMI will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:



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- § The allegations in the formal complaint of sexual harassment;
- § All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- § The findings of facts supporting the determination;
- § The conclusions about the application of OMI's code of conduct to the facts;
- § The decision and rationale for each allegation;
- § Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- § The procedures and permissible bases for appeals.

5. Consequences

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from OMI or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by OMI in response to a formal complaint of sexual harassment.

6. Right of Appeal

Should the reporting individual find OMI's resolution unsatisfactory for complaints within the scope of this Policy, other than formal sexual harassment, the reporting individual may, within five (5) business days of notice of OMI's decision or resolution, submit a written appeal to the President of the OMI Board^[CB17], who will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and OMI will implement appeal procedures equally for both parties.
- Within five (5) business days of OMI's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
-



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The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).

- The complainant and respondent may appeal from a determination regarding responsibility, and from OMI's dismissal of a formal complaint or any allegations therein, on the following bases:
 - Procedural irregularity that affected the outcome of the matter;
 - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- OMI will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

7. Recordkeeping

All records related to any investigation of complaints under this Policy are maintained in a secure location.

OMI will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process^[CB18].



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Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize OMI to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.

_____ Date: _____



**OAKLAND MILITARY INSTITUTE
COLLEGE PREPARATORY ACADEMY**

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

Signature of Complainant

Print Name

To be completed by the Charter School:

Received by: _____

Date: _____

Follow up Meeting with Complainant held on: _____

[1] "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.