



Oakland Military Institute, College Preparatory Academy

Regular Board Meeting

Published on December 9, 2024 at 3:46 PM PST
Amended on December 10, 2024 at 9:47 PM PST

Date and Time

Thursday December 12, 2024 at 4:00 PM PST

Location

Address: 3877 Lusk St. Oakland, CA 94608

Room: B104, B Side Building

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			

	Purpose	Presenter	Time
II. Opening Items			4:00 PM
A. Roll Call			1 m
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 4:00 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/Commandant Liaison Mr. Carlos Rodriguez at crodriguez@omiacademy.org.</p>			
D. Ordering of the Agenda			2 m
III. Approval of Consent Items			4:10 PM
A. Minutes of November 14, 2024 Regular Meeting	Approve Minutes	Carlos Rodriguez	1 m

	Purpose	Presenter	Time
B.	OMI Bank Account Activity (November 1, 2024- November 30, 2024)	Jessika Welcome	1 m
C.	Personnel Report	Kathryn Wong	1 m
D.	New Contracts		5 m
IV.	Cadet Commander Report		4:18 PM
A.	Cadet Commander Report	Jose Delgado Castillo	5 m
V.	Superintendent's Update		
	Dr. Streshly will provide the OMI Board an update on the following items:		
	<ul style="list-style-type: none"> • Staff of the Year Recognition Ceremony 		
VI.	Staff of the Year Recognition Ceremony [Intermission]		4:23 PM
A.	Ceremony		15 m
B.	Reception	Mary Streshly	15 m
VII.	Information/Discussion Items		4:53 PM
A.	Monthly Math Report	Jonathan Pike	10 m
B.	Financial Update	Jessika Welcome	10 m
C.	Technology Update	Mark Basnage	10 m
D.	Student Recruitment Plan for 2025-2026	FYI CMSgt (CA) Thomas James	10 m
VIII.	Action Items		5:33 PM
A.	Approve Final Audit Report	Kyle Holtz	15 m
B.	Approve BP 5141.52 Suicide Prevention Policy	Shawna Lipsey	5 m

	Purpose	Presenter	Time
C. Approve BP 5145.3 Sexual Harassment - Student Focused Policy		Shawna Lipsey	5 m
D. Approve BP 6158 Independent Study Policy		Shawna Lipsey	5 m
E. Approve BP 6164.4 Independent Educational Evaluation Policy		Shawna Lipsey	5 m
IX. Standing Item: Review Board Meeting Quorum for next meeting			
X. Board Member Comments			
XI. Adjourn to Closed Session			
Conference with Legal Counsel- Anticipated Litigation [1 matter] (Gov. Code Section 54956.9 (d)(2))			
XII. Reconvene to Open Session			
Announcement of Actions Taken in Closed Session			
XIII. Closing Items			6:08 PM
A. Adjourn Meeting	Discuss	Jerry Brown	1 m

Coversheet

Minutes of November 14, 2024 Regular Meeting

Section: III. Approval of Consent Items
Item: A. Minutes of November 14, 2024 Regular Meeting
Purpose: Approve Minutes
Submitted by: Carlos Rodriguez
Related Material: Minutes for Regular Board Meeting on November 14, 2024

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on November 14, 2024.

RECOMMENDATION:

The OMI Board of Directors approve the attached minutes for the Regular Board Meeting held on November 14, 2024.

APPROVED



Oakland Military Institute, College Preparatory Academy

Minutes

Regular Board Meeting

Date and Time

Thursday November 14, 2024 at 4:00 PM

Location

Address: 3877 Lusk St. Oakland, CA 94608

Room: B104, B Side Building

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.

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Directors Present

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

Directors Absent

S. Bryce

Guests Present

15 other participants, C. James, C. Rodriguez, J. Pike, J. Welcome, K. Wong, M. Streshly, S. Lipsey

I. Opening Items

A. Roll Call

B. Call the Meeting to Order

J. Brown called a meeting of the board of directors of Oakland Military Institute, College Preparatory Academy to order on Thursday Nov 14, 2024 at 4:06 PM.

C. Public Comment

There were no public comments at this board meeting.

D. Ordering of the Agenda

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

J. Wire seconded the motion.

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

II. Approval of Consent Items

A. Minutes of September 12, 2024 Regular Meeting

A. Campbell Washington made a motion to approve the minutes from the September 12, 2024 board meeting. Regular Board Meeting on 09-12-24.

M. Mares seconded the motion.

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

B. OMI Bank Account Activity (September 1, 2024- October 31, 2024)

A. Campbell Washington made a motion to approve the OMI Bank activity from September 1, 2024 to October 31, 2024.

M. Mares seconded the motion.

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

C. Personnel Report

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

M. Mares seconded the motion.

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

D. New Contracts

A. Campbell Washington made a motion to approve the new contracts presented at this board meeting.

M. Mares seconded the motion.
The board **VOTED** to approve the motion.

III. Cadet Commander Report

A. Cadet Commander Report

C/2LT Jayson Ly gave the cadet commander report for this month's board meeting.

He began by letting the Board of Directors know that his report will be about October and November events since OMI did not have a board meeting in October. All seniors took the sat and some junior class students did as well. He mentioned that OMI participated in parades (Black Cowboy Parade, Veterans Day) and competitions (XTreme Team Challenge). At the Xtreme Team Challenge, one teams of OMI seniors won first place and a combination team of 10/11th graders came in second.

OMI had a spirit week that was held on the last week of October leading up to OMI's Fall Fest. Throughout the week, more and more cadets began to participate and were excited/motivated to participate and attend school.

The OMI fall festival included spirit week and fundraising helped raise \$3713 that will be used for OMI activities. OMI is helping by donating clothes and food to various donation organizations.

IV. Superintendent's Update

A. Dashboard Progress: Where have we been. How far we've come. Where we need to go.

Dr. Streshly wanted to start by praising the superintendent liaison, C/2LT Jayson Ly. She mentioned that this is the first year that OMI has had a Superintendent Liaison and it has helped Dr. Streshly stay informed with the cadet leadership.

OMI staff gathered data for similar schools to OMI to see what the trend is for these schools and measure how OMI compares. The schools used were both charter and non-charter schools in the Oakland Unified School District. These schools were Oakland Unity High School, Lighthouse Community Charter, Madison Park Academy and Fremont High School.

Diane and Dr. Streshly separated the high school and middle school data to see a clearer picture than what the dashboard has as they are combined statistics. OMI tries to find alternate ways to deal with suspension depending on the severity of the situation. The C building on campus has been transformed into a Cadet services center so that cadets are helped faster and more effectively by linking cadet services with the wellness center interventions..

The graduation rate over the years for OMI has improved as well as the A-G requirement fulfillment.

Math tutors have been brought in to help with this endeavor of aiding in raising scores. There has been good feedback by the tutors that have been hired.

B. December Staff of the Year Ceremony

During the December board meeting, Dr. Streshly, CMSgt James and the Board of Directors will be holding the second annual Staff of the year Reception Ceremony during the intermission of the meeting. This allows OMI Leadership to recognize the staff members that have made an incredible mark on the previous year at OMI.

C. Budget Committee Dates

Dr. Streshly mentioned that she is going to be holding a budget committee meeting on Tuesday, January 14, 2024, so that she and other leaders, teachers, and parents can talk about what programs we can manage and find ways to find funding solutions that match our projected enrollments.

Dr. Streshly mentioned that OMI has been having Grizzly Family Nights and Coffees with Leadership as they try to bring parents and staff together to discuss multiple subjects including the budget committee. Cadets were invited to the events so parents could directly ask them questions. Parents used these as opportunities to mention to OMI leadership what was on their mind. One of the main pieces of feedback from these events is that the cadets are behaving better at school and at home due to the structure that they are getting from the OMI program.

V. Information/Discussion Items

A. Curriculum/Instruction Update: Math Plan Part 2 & Monthly ELA/Math Progress Report

LTC Jonathan Pike began by explaining that this report is an overview of what OMI leadership, with the help of the teachers, is implementing in the classrooms.

Assessments have been given out in classrooms to measure how the cadets are retaining the material that is being taught. Monthly formative assessment benchmark tests are being administered in the classroom to identify the strengths and the barriers for each cadet.

The math program consists of the certain supports like tutoring push in and pull outs, supplemental programs like IXL and Math 180, professional development for the teachers and monthly assessments with Silicon Valley Math Initiative.

At the time of the board meeting, 72% of the middle school cadets that took the baseline assessments scored a not met, 55% for high school.

One of the problems that OMI staff is encountering is that the cadets are forgetting the material after the teacher moves on to another lesson. The key to retaining the information for these cadets is to repeat the material as the weeks go by. Adding the old lessons at the end of the new lesson will help with retention.

B. Cashflow Update

Jessika Welcome began to explain that the CD matured in October and \$800,000 was moved back into the main account to keep the cash level over the one month payroll line. The remaining \$200,000 + (Accrued approximate \$42,000) was placed in a more liquid high yielding savings account to accrue over time.

VI. Action Items

A. First Reading/Approve: BP5125 Student Record Retention Policy

J. Wire made a motion to approve the BP5125 Student Record Retention Policy.

A. Campbell Washington seconded the motion.

Part of the Federal Program Monitoring review for the ASES program, OMI has to adopt the Student Record Retention Policy. OMI Staff will be bringing more policies to the Board of Directors to review and approve on a consistent basis to grow the policy foundation that the school has.

The custodian of records is the registrar, but this will be housed in the cadet services center on campus. OMI is using Gamut, a CSBA program that houses policies and OMI has it tied to the website.

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

B. Consideration/Approve of Employee Cost of Living Allowance for 2024-2025 (COLA)

J. Wire made a motion to approve the employee cost of living allowance for 2024-2025 (COLA) at a 3% increase.

M. Mares seconded the motion.

The Board of Directors agree with Dr. Streshly in her vision to approve the cost of living adjustment because they believe that OMI has to pay to retain the talent that they have.

Marc Mares mentioned the fact that EdTec can help with grants but OM is employing multi-year knowledgeable Mark Basnage, our IT Director, to help with the grants because he has extensive experience in writing grants. The position is being paid by those said grants.

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

C. Approve Salary Schedule Revision

J. Wire made a motion to approve the salary schedule revision.
A. Campbell Washington seconded the motion.
The board **VOTED** to approve the motion.

D. Approve First Interim Budget Report

M. Mares made a motion to approve the first interim budget report.
J. Wire seconded the motion.
Since the September Board Meeting, the OMI forecast has improved by \$497,000. OMI added \$318,000 of local revenue, which was a combination of military funding and private donations. The forecasted attendance rate increased from 90% to 94%. The current operating deficit is at \$874,000.

The best scenario is that the monthly cash balance stays over the red line displayed in the graph (one month payroll line).
The board **VOTED** to approve the motion.

E. Approve Bylaws Modification/Update

J. Wire made a motion to approve the modification/update of the OMI bylaws.
M. Mares seconded the motion.
OMI staff recommended a change to the bylaws that the number of board members can be up to eight (8) and no less than five (5).
The board **VOTED** to approve the motion.

F. Consideration and Vote- Appointment of New Board Member- Sabrina Foster

M. Mares made a motion to approve the appointment of New Board Member- Sabrina Foster.
J. Wire seconded the motion.
Jerry Brown recommended Sabrina Foster to be added to the OMI Board of Director roster.
The board **VOTED** to approve the motion.

G. Second Reading/Approve: After School Program Safety Plan (ELOP)

J. Wire made a motion to approve the after school program safety plan (ELOP).
A. Campbell Washington seconded the motion.
This was the second reading of the After School Program Safety Plan (ELOP). The after school program was transitioned to be operated from in house.

Marc Mares mentioned that HOTE is included in the plan. Dr. Streshly mentioned that because HOTE is OMI's grant partner, they could not be left out of the plan at this time.
The board **VOTED** to approve the motion.

VII. Board Member Comments

A.

Board Member Comments

There were no Board member comments.

VIII. Standing Item: Review Board Meeting Quorum for next meeting

A. December 12, 2024 Board Meeting Quorum

The Board of Directors checked their calendars to see if they will be available for the December 12, 2024.

Mr. Clisham: Yes

Governor Brown: Yes

MG Baldwin:

Ms. Washington: Yes

Mr. Wire: Yes

Mr. Bryce: Yes

Mr. Mares: Yes

Ms. Foster: Yes

IX. Closing Items

A. Adjourn Meeting

M. Mares made a motion to adjourn the November 14, 2024 board meeting.

A. Campbell Washington seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:57 PM.

Respectfully Submitted,

J. Brown

Coversheet

OMI Bank Account Activity (November 1, 2024- November 30, 2024)

Section: III. Approval of Consent Items
Item: B. OMI Bank Account Activity (November 1, 2024- November 30, 2024)
Purpose:
Submitted by: Jessika Welcome
Related Material: OMI November 2024 BOD Check Register.pdf

BACKGROUND:

Staff recommends ratification of payroll and vendor warrants paid between November 1, 2024 – November 30, 2024. Detailed information and supporting documentation are available for review in the Finance Department if needed.

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

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the payroll and vendor warrants paid during the time period of November 1, 2024 – November 30, 2024.



Combined Board Check Register

School: OMI

Month: November 2024

Total Paid By Check: \$ 263,816.66
Total Paid By Credit Card: \$ 1,924.99

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	20847	Kaiser Foundation Health Plan	11/12/2024	Bill #776863014143--Employee Health Benefits: December 2024 + Retro activity		\$ 53,729.16
Check	DB110524	CALPERS	11/5/2024	DB110524; CALPERS		\$ 40,271.69
Check	20837	EdTec Inc	11/8/2024	Bill #204328--Monthly CALPADS		\$ 17,291.67
Check	20824	Brent M. Cooper, LEP	11/1/2024	Bill #3471--Speech & Ed Psych Assessment: 06/18 -		\$ 16,175.68
Check	20840	Mobile Modular	11/8/2024	Bill #2638091--Rent: 11/02 - 12/01/24		\$ 12,729.10
Check	20869	Hands-On Technology	11/27/2024	Bill #9065--After School Services on site staffing		\$ 11,775.00
Check	20845	Young, Minney & Corr,LLP	11/8/2024	Bill #13208--Legal Services through 10/17 - 10/31/24		\$ 10,910.00
Check	20846	Zoom Janitorial Service Inc	11/8/2024	Bill #INV-OMI-07--Cleaning services for Month of November		\$ 10,885.00
Check	20863	Instructure, Inc	11/25/2024	Bill #INV384585--The Canvas Success Package: 08/01/22 - 07/31/23		\$ 9,000.00
Check	20865	PG&E	11/25/2024	Bill #111924--Services		\$ 7,905.00
Check	20857	The Hartford	11/15/2024	Bill #110824--Insurance Due by 12/01/24		\$ 5,645.20
Check	DB110524A	US Bank	11/5/2024	DB110524A; US Bank		\$ 5,262.27
Check	M1077	Jordan Bloch Films	11/19/2024	M1077; MS Blvvoac Production		\$ 5,000.00
Check	20820	AC Heating and Cooling Service	11/1/2024	Bill #48961--Repairs & Maintenance		\$ 3,900.00
Check	20861	Bob McCloskey Insurance	11/25/2024	Bill #16144--Renewal of Catastrophic Student Accident		\$ 3,850.00
Check	20843	Republic Indemnity Co Of America	11/8/2024	Bill #101624--Insurance		\$ 3,614.39
Check	20838	First Alarm	11/8/2024	Bill #851407--Inspection Recurring Daily Communciation Test & Monitoring Service: 12/01 -		\$ 3,361.05
Check	20832	AC Heating and Cooling	11/8/2024	Bill #49102--Repairs & Maintenance		\$ 3,300.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	20848	CORE	11/15/2024	Bill #W24-001-0524R--ELA Site Implementation and Coaching Services: 05/31/24		\$ 3,266.84
Check	20831	Waste Management of Alameda Co	11/1/2024	Bill #5592358-2216-5--Trash Svc - November '24		\$ 2,935.26
Check	20868	ULINE	11/25/2024	Bill #185793628--Supplies		\$ 2,860.21
Check	20859	Alliance Member Services	11/25/2024	Bill #111524--General Liability Insurance: 07/01/24		\$ 2,689.15
Check	20836	Comcast Business	11/8/2024	Bill #221124403--Recurring Charges due by 12/01/24 &		\$ 2,269.47
Check	20822	Beyond Booksmart	11/1/2024	Bill #FB0046A5-0034--Foundations		\$ 2,250.00
Check	20860	Blaisdell's	11/25/2024	Bill #1921201-0--Materials & Supplies		\$ 1,939.96
Check	20844	Silicon Valley Mathematics	11/8/2024	Bill #24801--Professional Learning Development:		\$ 1,800.00
Check	20823	Chronos Automatic Fire Prot	11/1/2024	Bill #0000592--Quarterly Inspections		\$ 1,799.28
Check	20834	College Board	11/8/2024	Bill #P2320002821--Fall - 10 & 11th Grade		\$ 1,749.42
Check	20867	Swing Education, Inc	11/25/2024	Bill #INV00868879--Substitute Svc: 11/09 - 11/15/24		\$ 1,680.00
Check	20866	Sharp Business Systems	11/25/2024	Bill #9005097827--Copies Usages; 06/30 - 09/30/24		\$ 1,656.96
Check	20852	Home Depot Credit Services	11/15/2024	Bill #110524--Materials & Supplies		\$ 1,313.34
Check	20858	Wex Bank	11/15/2024	Bill #100884136--Fuel Purchases: 11/21/24		\$ 1,308.75
Check	20821	Albany Berkeley Soccer	11/1/2024	Bill #2024-10-28- OMA--Fall 2024 Referee: 08/29 -		\$ 1,260.00
Check	20864	Mobile Modular	11/25/2024	Bill #2642334--Rent: 11/13 - 12/12/24		\$ 1,098.37
Check	20854	Sharp Business Systems	11/15/2024	Bill #83233134--Equipment Charges: 11/01 - 11/30/24		\$ 1,088.06
Check	20825	CWDL CPAs	11/1/2024	Bill #6192--23/24 Tax Preparation & Filing		\$ 1,030.00
Check	20849	Durham School Services	11/15/2024	Bill #100003918--Fisherman's Wharf: 11/10/24		\$ 967.21
Check	20841	Grant Neal	11/8/2024	Bill #110424--Reimb: Staff Reimbursement for		\$ 900.00
Credit Card	9515-3463	Trello, Inc	11/25/2024	11/11 - Trello, Inc		\$ 839.93
Check	20851	East Bay Municipal Utilities	11/15/2024	Bill #110824--Water Service: 09/05 - 11/05/24		\$ 720.16
Check	20853	San Francisco Elevator	11/15/2024	Bill #79891--Maintenance billing for the month:		\$ 560.94
Check	20850	East Bay Municipal Utilities District	11/15/2024	Bill #110824--Water Services: 09/05 - 11/05/24		\$ 492.17
Credit Card	9515-3463	ezCater's Subway	11/25/2024	11/22 - ezCater's Subway		\$ 273.11

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Coversheet

Personnel Report

Section: III. Approval of Consent Items
Item: C. Personnel Report
Purpose:
Submitted by: Kathryn Wong
Related Material: Staff Changes - Military Staff December 2024.pdf
Staff Changes - NOV 12-DEC 12.pdf

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy charter requires that the Board of Directors approve all personnel transactions based on the recommendation of the Superintendent. Please find attached all personnel changes since our last board meeting on November 14, 2024.

RECOMMENDATION:

The Human Resources Manager recommends that the OMI Board approve the personnel report in the attached document.

**Oakland Military Institute (OMI) College Preparatory Academy School Military Staff as of November 12, 2024 -
December 12, 2024**

New Hire:			FTE	Start Date / Separation Date:
Last Name	First Name	Job Title Description		
2LT Blocho	James	Operation & Support Section Chief	1	11/14/2024
Return from Military Furlough				
Last Name	First Name	Job Title Description		
Military Furlough				
Last Name	First Name	Job Title Description		
Promotion:				
Last Name	First Name	Job Title Description		
1SG Yin	Alexander	Operations & Security NCOIC	1	12/1/2024
Separations:				
Last Name	First Name	Job Title Description		

Oakland Military Institute (OMI) College Preparatory Academy School Staff as of November 12, 2024, to December 12 2024				
New Hire:				
Last Name	First Name	Job Title Description	FTE	Start Date / Separation Date:
Stout	Amy	Substitute Teacher	1 FTE	12/2/2024
Gotamco	Jorell	Math Tutor	0.49	11/18/2024
Transfers:				
Last Name	First Name	Job Title Description		
Promotion:				
Last Name	First Name	Job Title Description		
Separations:				
Last Name	First Name	Job Title Description		
Paoletti	Alexa	Biology Teacher		
Teacher/Staff Vacancies:				

Coversheet

New Contracts

Section: III. Approval of Consent Items
Item: D. New Contracts
Purpose:
Submitted by: Jessika Welcome
Related Material: SELPA 2024-2025 Master Contract 12.2.2024.pdf

BACKGROUND:

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

Attached you will find:

Contract #1: SELPA 2024-2025 Master Contract

RECOMMENDATION:

Staff recommends the OMI Board of Directors approve the attached open contracts with the potential of reaching or exceeding \$50,000 during the time period of July 1, 2024- June 30, 2025 and ratify open contracts authorized by the superintendent under \$50,000.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA	OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
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Contract Year	2024-2025
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- Nonpublic School
 Nonpublic Agency

Type of Contract:

	Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.
<input checked="" type="checkbox"/>	Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.
	Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year’s rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2024-2025	CONTRACT NUMBER: 49-70607-7056229-2
LOCAL EDUCATION AGENCY: <u>Oakland Military Institute College Preparatory Academy</u>	

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: _____

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on November 27, 2024, between Oakland Military Institute College Preparatory Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and Journey Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of

this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the

parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers,

dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the

cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of

extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the

educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business

days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR

of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal

regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

CONTRACTOR shall provide all meals in compliance with California Education Code to pupils as part of Room, Board, and Supervision.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency.

Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. **ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a

delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the

reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was

served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 2nd day of November, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Journey Academy/TLC
Nonpublic School/Agency

Oakland Military Institute College Preparatory Academy
LEA Name

By: _____
Signature Date

By: _____ 12.2.2024
Signature Date

Susan Fette, CEO
Name and Title of Authorized Representative

Shawna Lipsey, Director of Student Services
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:			Notices to LEA shall be addressed to:		
Name and Title Susan Fette CEO			Name and Title Mrs. Shawna Lipsey Director of Student Services & Special Programs		
Nonpublic School/Agency/Related Service Provider Journey Academy/TLC			LEA Oakland Military Institute College Preparatory Academy		
Address 1800 Gravenstein Hwy N			Address 3877 Lusk Street		
City Sebastopol	State CA	Zip 95472	City Oakland	State CA	Zip 94608
Phone 707.634.9942		Fax 707.824.9475	Phone 510.594.3968		Fax
Email kbutler@tlc4kids.org			Email slipsey@omiacademy.org		
Additional LEA Notification (Required if completed)					
			Name and Title Dr. Mary Streshly, Superintendent		
			Address 3877 Lusk Street		
			City Oakland	State CA	Zip 94608
			Phone 510.594.3900		Fax
			Email mstreshly@omiacademy.org		

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Journey Academy/TLC

The CONTRACTOR CDS NUMBER: 49-70607-7056229-2

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$294 per diem

- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \$188.57/diem

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>N/A</u>	<u>N/A</u>
<u>Language and Speech (415)</u>	<u>N/A</u>	<u>N/A</u>
<u>Adapted Physical Education (425)</u>	<u>N/A</u>	<u>N/A</u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>N/A</u>	<u>N/A</u>
<u>Health and Nursing: Other Services (436)</u>	<u>N/A</u>	<u>N/A</u>
<u>Assistive Technology Services (445)</u>	<u>N/A</u>	<u>N/A</u>
<u>Occupational Therapy (450)</u>	<u>N/A</u>	<u>N/A</u>
<u>Physical Therapy (460)</u>	<u>N/A</u>	<u>N/A</u>
<u>Individual Counseling (510)</u>	<u>\$188.57/hour</u>	<u>90 min/week</u>
<u>Counseling and Guidance (515)</u>	<u>\$82.91/hour</u>	<u>180 min/week</u>
<u>Parent Counseling (520)</u>	<u>\$188.57/hour</u>	<u>120 min/month</u>
<u>Social Work Services (525)</u>	<u>N/A</u>	<u>N/A</u>
<u>Psychological Services (530)</u>	<u>N/A</u>	<u>N/A</u>
<u>Behavior Intervention Services (535)</u>	<u>\$188.57/hour</u>	<u>TBD</u>
<u>Specialized Academic Instruction</u>	<u>\$294/diem</u>	<u>360 min/day</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>N/A</u>	<u>N/A</u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>N/A</u>	<u>N/A</u>

<u>Interpreter Services (715)</u>	<u>N/A</u>	<u>N/A</u>
<u>Audiological Services (720)</u>	<u>N/A</u>	<u>N/A</u>
<u>Specialized Vision Services (725)</u>	<u>N/A</u>	<u>N/A</u>
<u>Orientation and Mobility (730)</u>	<u>N/A</u>	<u>N/A</u>
<u>Specialized Orthopedic Services (740)</u>	<u>N/A</u>	<u>N/A</u>
<u>Reader Services (745)</u>	<u>N/A</u>	<u>N/A</u>
<u>Transcription Services (755)</u>	<u>N/A</u>	<u>N/A</u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>N/A</u>	<u>N/A</u>
<u>College Awareness (820)</u>	<u>N/A</u>	<u>N/A</u>
<u>Work Experience Education (850)</u>	<u>N/A</u>	<u>N/A</u>
<u>Job Coaching (855)</u>	<u>N/A</u>	<u>N/A</u>
<u>Mentoring (860)</u>	<u>N/A</u>	<u>N/A</u>
<u>Travel Training (870)</u>	<u>N/A</u>	<u>N/A</u>
<u>Other Transition Services (890)</u>	<u>N/A</u>	<u>N/A</u>
<u>Other (900)</u>	<u>N/A</u>	<u>N/A</u>
<u>Other (900)Residential Treatment Services (545)</u>	<u>\$19,585.28/month</u>	<u>6 months</u>

EXHIBIT B: 2024-2025 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2024 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

AGREEMENT TERMS:

1. Local Education Agency Oakland Military Institute College Preparatory Academy Nonpublic School Journey Academy
2. LEA Case Manager: Name _____ Phone Number 510.594.3900
3. Pupil Name _____ Sex: M F Grade: _____
(Last) (First) (M.I.)
4. Address _____ City _____ State/Zip CA/94602
5. DOB _____ Residential Setting: X Home Foster LCI # _____ OTHER _____
6. Parent/Guardian _____ Phone () _____ (Residence) (Business)
7. Address _____ City _____ State/Zip _____
(If different from student)

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 360 minutes during the regular school year
360 minutes during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 days during the regular school year
20 days during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$294/day
Estimated Number of Days 123 x **Daily Rate** \$294 = **PROJECTED BASIC EDUCATION COSTS** \$36,162.00

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)				N/A			
Language/Speech Therapy (415) a. Individual b. Group				N/A			
Adapted Physical Ed. (425)				N/A			
Health and Nursing: Specialized Physical Health Care (435)				N/A			
Health and Nursing Services: Other (436)				N/A			
Assistive Technology Services (445)				N/A			
Occupational Therapy (450)				N/A			
Physical Therapy (460)				N/A			
Individual Counseling (510)		X		90 minutes weekly	\$188.57/hr	27	\$7,634.25
Counseling and guidance (515).		X		180 minutes weekly	\$188.57/hr	27	\$15,274.17

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)		X		120 minutes monthly (240 minutes monthly for the first month)	\$188.57	16	\$6,411.38
Social Work Services (525)				N/A			
Psychological Services (530)				N/A			
Behavior Intervention Services (535)				240 minutes weekly, as needed	\$188.57	27	\$20,365.56
Specialized Services for Low Incidence Disabilities (610)				N/A			
Specialized Deaf and Hard of Hearing Services (710)				N/A			
Interpreter Services (715)				N/A			
Audiological Services (720)				N/A			
Specialized Vision Services (725)				N/A			
Orientation and Mobility (730)				N/A			
Braille Transcription (735)				N/A			
Specialized Orthopedic Service (740)				N/A			
Reader Services (745)				N/A			
Note Taking Services (750)				N/A			
Transcription Services (755)				N/A			
Recreation Services (760)				N/A			
College Awareness Preparation (820)		X		30 minutes monthly	Embedded		
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				N/A			
Career Awareness (840)		X		30 minutes monthly	Embedded		
Work Experience Education (850)				N/A			
Mentoring (860)				N/A			
Agency Linkages (865)				N/A			
Travel Training (870)				N/A			
Other Transition Services (890)				N/A			
Other (900)				N/A			
Specialized Academic Instruction		X		360 minutes per day	Embedded		
Transportation-Emergency b. Transportation-Parent	X			One time per month	\$100.00/month	6	\$600.00
Bus Passes				N/A			
Other		X		Room, Board, and Supervision	\$19,585.28	7 months	\$137,096.96

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ 187,382.32

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 223,544.32

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 12.13.2024

6. Progress Reporting Requirements: Quarterly Monthly Other (Specify)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-		-LEA/SELPA-	
Journey Academy		Oakland Military Institute/El Dorado SELPA	
(Name of Nonpublic School/Agency)		(Name of LEA/SELPA)	
		12.2.2024	
(Signature)	(Date)	(Signature)	(Date)
		Shawna Lipsey	
(Name and Title)		(Name of Superintendent or Authorized Designee)	

Coversheet

Cadet Commander Report

Section: IV. Cadet Commander Report
Item: A. Cadet Commander Report
Purpose:
Submitted by: Jose Delgado Castillo
Related Material: December Board Meeting Notes.pdf

BACKGROUND:

C/LTC Jose Delgado Castillo will be representing the OMI Cadet Leadership staff in giving the OMI Board of Directors a brief outlook of the events ahead.

Cadet Brigade Commander - C/LTC Jose Delgado

NOV - DEC Recap

UC Davis College Trip

- Upperclassmen were able to take a visit to UC Davis before Thanksgiving Break!
 - The trip was geared towards seniors who applied to Davis. They were able to tour the campus and learn more about school resources.

Middle School Cadet Led Conferences

- Throughout the month of November, middle schoolers worked on presentations that summarized what they learned during the semester.
 - Cadets then presented their slideshows to their parents before going to Thanksgiving Break.

AP Tests Update

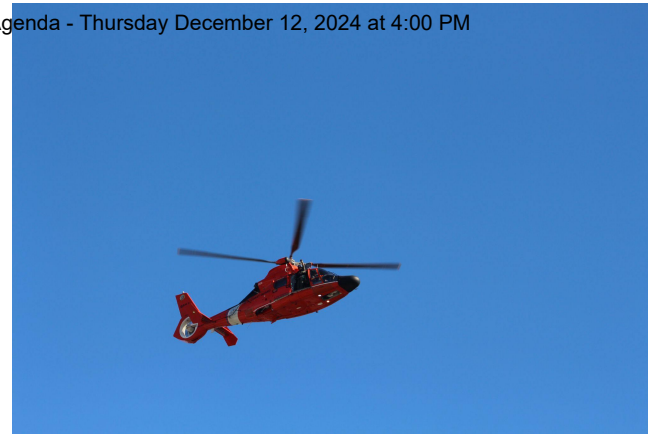
- Cadets interested in taking the AP Tests have registered with the College Board and paid for their tests.
 - AP Tests offered this year are: Language, Literature, Physics, Spanish, &
 - (Pre) Calculus.

Cadet Brigade Commander - C/LTC Jose Delgado

NOV - DEC Recap

Senior Class Activities

- Most Seniors who were UC/CSU eligible turned their applications in by the 02 DEC deadline.
 - We've had a couple acceptances to CSUs already!
- Seniors looking into Private Schools will work on submitting their Common Application near the end of December
- C/CSM Darlin Diaz- Velasquez USAFA appointed by Senator Butler; all needed documents provided prior to Senator Schiff's appointment December 7, 2024
- **Grad Bash:** We are currently planning our May Grad Bash event. senior class leadership is taking bi-weekly payments and continuing to fundraise for our Universal Studios goal.



Veterans Day Pass in Review



Veterans Day Parade



Lawrence Livermore National Laboratory Visit

Coversheet

Reception

Section: VI. Staff of the Year Recognition Ceremony [Intermission]
Item: B. Reception
Purpose:
Submitted by: Mary Streshly

BACKGROUND:

The intermission of the Staff of the Year Recognition Ceremony offers attendees a moment to celebrate, connect, and recharge. During this break, guests are encouraged to mingle, enjoy light refreshments, and share stories about the honorees' inspiring contributions. It's a perfect time to reflect on the impact of dedication and excellence in the workplace while fostering a sense of community among colleagues.

Coversheet

Monthly Math Report

Section: VII. Information/Discussion Items
Item: A. Monthly Math Report
Purpose:
Submitted by: Jonathan Pike
Related Material: Math Report_December Board Mtg_2024.pdf

BACKGROUND:

LTC Pike will present the math tutor program element of our Math Improvement Plan. The Math Plan progression and Math interim assessment results will be standing items on our agenda for the 24-25 school year.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board listen to the math presentation and both seek clarification and provide direction as we seek outstanding results.

Tutoring Model

Target Focus:

- Middle School Grades 6, 7, 8
- High School Grade 11, 10, 9

Priority Grouping by

ICA Scores: Level 2 (Near Proficient)

Tutors:

- **Jorrel Gatamco**
- **Grace Reed**
- **Jesus Muniz-Alvarado**
- **Damian Cathey**
- **Jervani Thompson**



Pull-Out Tutoring Model

- Students removed from regular classroom for one-on-one or small group instruction.
- Pulled from Military Science & Math Plus Classes
- Occurs in a separate, quieter environment, allows for focused, individualized attention
- Addresses specific learning gaps or accelerate advanced learners



Push-In Tutoring Model



- Tutors work within the regular classroom setting
- Supports students during ongoing lessons
- Allows for immediate application of skills in context

Coversheet

Financial Update

Section: VII. Information/Discussion Items
Item: B. Financial Update
Purpose:
Submitted by: Jessika Welcome
Related Material: OMI-December Board Meeting Financial Packet-JW-20241206.pdf

BACKGROUND:

Attached you will find a monthly cashflow projection for the 2024-25 FY. It includes the monthly expenditures and monthly revenues.

Oakland Military Institute

Financial Update

JESSIKA WELCOME & BRYCE FLEMING

DECEMBER 12, 2024





Contents

- **2024-25 Financial Update**

- Enrollment & Attendance
- Monthly Cash Balance
- MYP Summary
- Prop 2 - Passed
- Summary

- **Exhibits**

- October Financials
- October Cash Flow
- October Balance Sheet



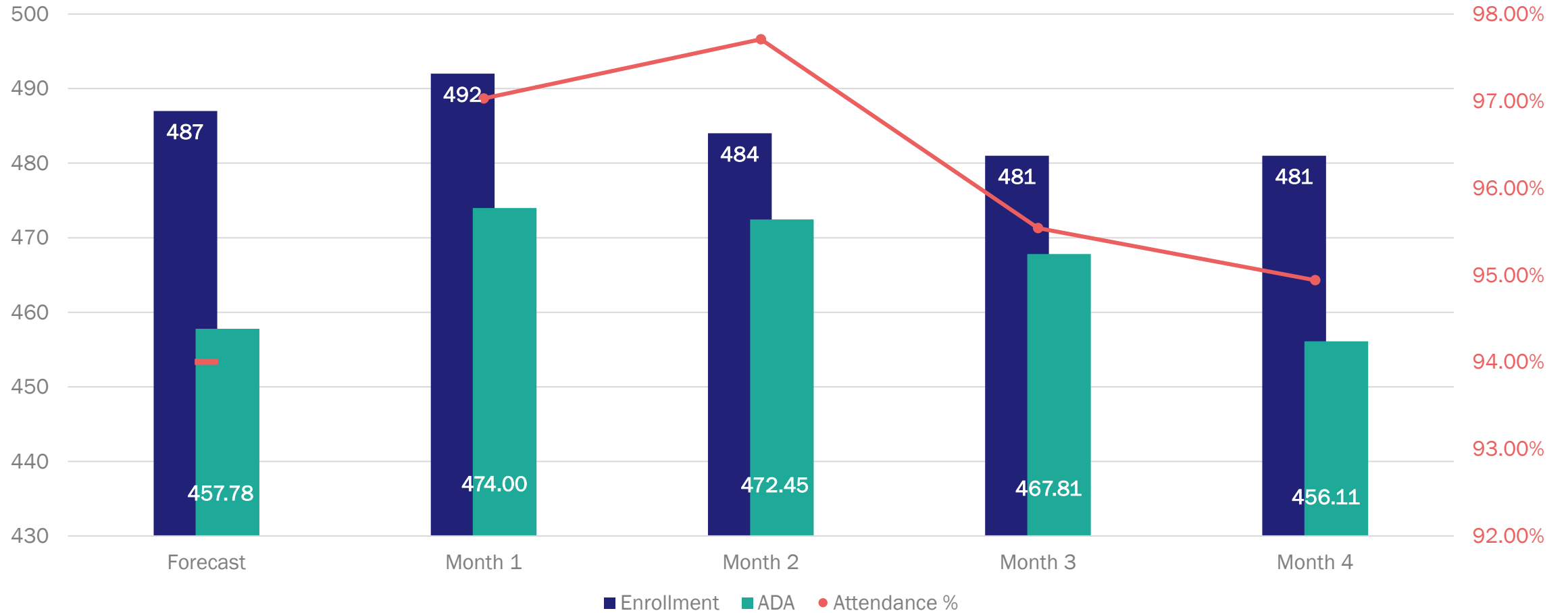
2024-25





Enrollment & Attendance

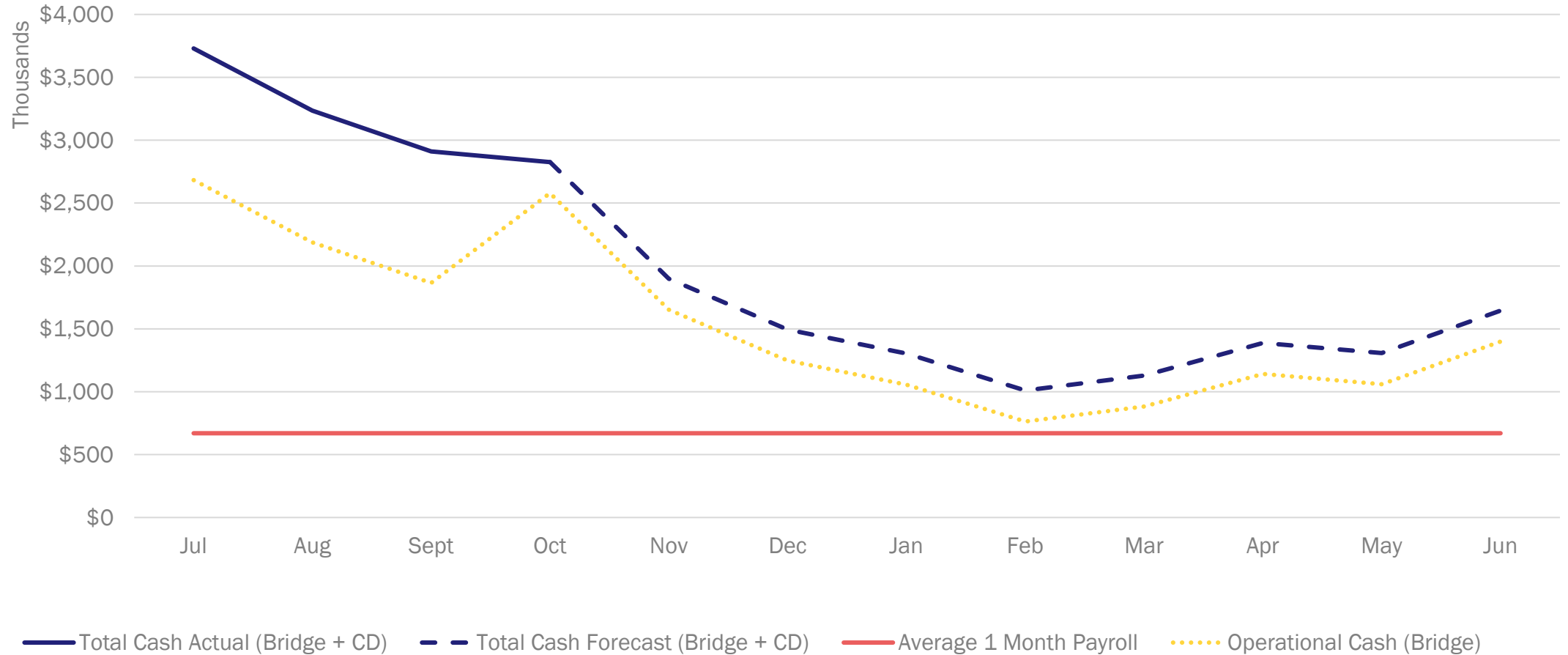
If attendance rates in M5 hold at or above M4, P-1 ADA likely higher than current forecast





Multi-Year Monthly Cash Balance

Operational cash forecasted to remain above average 1-month payroll line





MYP Summary

		2024-25	2025-26	2026-27
		Current Forecast	Projected Budget	Projected Budget
Revenue	LCFF Entitlement	7,047,567	7,518,117	8,168,186
	Federal Revenue	718,615	710,500	712,320
	Other State Revenues	2,077,004	1,590,786	1,581,633
	Local Revenues	617,272	648,612	648,612
	Fundraising and Grants	-	-	-
	Total Revenue	10,460,458	10,468,015	11,110,751
Expenses	Comp and Benefits	7,167,132	6,564,079	6,841,469
	Books and Supplies	916,766	944,269	972,597
	Services and Other Ops	2,734,869	2,368,795	2,445,605
	Depreciation	492,898	492,898	492,898
	Other Outflows	23,084	23,777	24,490
	Total Expenses	11,334,749	10,393,818	10,777,059
	Operating Income	(874,291)	74,197	333,692
	Beginning Balance (Unaudited)	12,213,381	11,339,090	11,413,287
	Operating Income	(874,291)	74,197	333,692
Ending Fund Balance (incl. Depreciation)		11,339,090	11,413,287	11,746,979
Ending Fund Balance as % of Expenses		100.04%	109.81%	109.00%



Prop 2 - Passed

What?

- Approved \$10B in bonds to build and fix public schools
- \$8.5B for TK-12 and \$1.5B for community colleges - \$600M carved out for charter schools

Why?

- 38% of CA schools don't meet the state's minimum safety standards
- CA does not pay for school repairs through a permanent funding stream – repair & replacement fund is nearly empty
- Affluent areas with high property values can raise money through prop tax, while smaller and lower-income districts rely on state bonds

How?

- Two types of projects – new construction or modernization of district owned sites*
- Financing – 50% grant with remaining 50% from cash reserves or paid via term loan up to 30 years**

Who?

- Classroom-based charters in operations for 2+ years
- Preference points for overcrowding, low-income, modernizing existing facilities
- Funded by most preference points by geography, enrollment, and grade levels

When?

- Officially takes effect the fifth day after the Sec. of State certifies the election results
- Webinars begin early 2025



Monthly Financial Summary

Accomplishments

- Attendance continues to outpace expectations
- Enrollment remains steady
- 1st Interim finalized

Next Steps

- Integrating final details on GSPP Planning & Implementation grants
- Balance sheet clean-up

Goals & Horizon Issues

- Governor's January budget

Exhibits



Oakland Military Institute
Income Statement
As of Oct FY2025

	Actual			YTD	Budget & Forecast						
	Aug	Sep	Oct	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
SUMMARY											
Revenue											
LCFF Entitlement	327,830	431,383	784,147	1,546,356	7,477,940	7,047,567	7,047,567	-	(430,373)	5,501,211	22%
Federal Revenue	-	1,791	4,499	6,290	666,231	718,615	718,615	-	52,384	712,326	1%
Other State Revenues	34,790	53,106	38,328	179,012	1,497,539	2,077,004	2,077,004	-	579,465	1,897,992	9%
Local Revenues	1,513	4,194	85,250	91,253	227,344	617,272	617,272	-	389,928	526,018	15%
Fundraising and Grants	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	364,133	490,474	912,224	1,822,911	9,869,054	10,460,458	10,460,458	-	591,404	8,637,547	17%
Expenses											
Compensation and Benefits	670,983	578,938	664,711	2,196,366	7,003,334	7,167,132	7,167,132	-	(163,798)	4,970,765	31%
Books and Supplies	40,756	58,723	50,310	241,420	997,232	916,766	916,766	-	80,466	675,346	26%
Services and Other Operating Expenditures	217,594	254,549	246,235	994,609	2,440,747	2,734,869	2,734,869	-	(294,122)	1,740,260	36%
Depreciation	-	-	-	-	492,898	492,898	492,898	-	-	492,898	0%
Other Outflows & Amortization	-	-	1,557	1,557	23,084	23,084	23,084	-	-	21,527	7%
Total Expenses	929,333	892,210	962,813	3,433,952	10,957,295	11,334,749	11,334,749	-	(377,454)	7,900,796	30%
Operating Income	(565,200)	(401,736)	(50,589)	(1,611,041)	(1,088,241)	(874,291)	(874,291)	-	213,951	736,751	
Fund Balance											
Beginning Balance (Unaudited)					12,213,381	12,213,381	12,213,381				
Operating Income					(1,088,241)	(874,291)	(874,291)				
Ending Fund Balance					11,125,140	11,339,090	11,339,090				
Fund Balance as a % of Expenses						102%	100%			100%	

Oakland Military Institute
Income Statement
As of Oct FY2025

	Actual			YTD	Budget & Forecast						
	Aug	Sep	Oct	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
KEY ASSUMPTIONS											
Enrollment Summary											
4-6					86	65	65	-	(21)		
7-8					156	170	170	-	14		
9-12					297	252	252	-	(45)		
Total Enrolled					538	487	487	-	(51)		
ADA %											
4-6					90.0%	94.0%	94.0%	0.0%	4.0%		
7-8					90.0%	94.0%	94.0%	0.0%	4.0%		
9-12					90.0%	94.0%	94.0%	0.0%	4.0%		
Average ADA %					90.0%	94.0%	94.0%	0.0%	4.0%		
ADA											
4-6					77.00	61.10	61.10	-	(15.90)		
7-8					140.00	159.80	159.80	-	19.80		
9-12					267.00	236.88	236.88	-	(30.12)		
Total ADA					484.00	457.78	457.78	-	(26.22)		

Oakland Military Institute
Income Statement
As of Oct FY2025

	Actual			YTD	Budget & Forecast						
	Aug	Sep	Oct	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
REVENUE											
LCFF Entitlement											
8011 Charter Schools General Purpose Entitlement - State Aid	224,276	224,276	403,695	852,247	3,898,744	3,559,838	4,401,637	841,799	502,893	3,549,390	19%
8012 Education Protection Account Entitlement	-	-	242,381	242,381	1,835,489	1,835,489	950,645	(884,844)	(884,844)	708,264	25%
8019 State Aid - Prior Years	-	-	-	2,996	-	2,996	2,996	-	2,996	-	100%
8096 Charter Schools in Lieu of Property Taxes	103,554	207,107	138,071	448,732	1,743,707	1,649,244	1,692,289	43,045	(51,418)	1,243,557	27%
SUBTOTAL - LCFF Entitlement	327,830	431,383	784,147	1,546,356	7,477,940	7,047,567	7,047,567	(0)	(430,373)	5,501,211	22%
Federal Revenue											
8181 Special Education - Entitlement	-	-	-	-	67,340	72,520	72,520	-	5,180	72,520	0%
8220 Child Nutrition Programs	-	-	195	195	364,122	364,122	364,122	-	-	363,927	0%
8291 Title I	-	-	-	-	182,566	205,780	205,780	-	23,214	205,780	0%
8292 Title II	-	-	-	-	16,029	24,387	24,387	-	8,358	24,387	0%
8293 Title III	-	-	-	-	27,031	36,135	36,135	-	9,104	36,135	0%
8294 Title IV	-	-	-	-	9,143	11,896	11,896	-	2,753	11,896	0%
8297 PY Federal - Not Accrued	-	1,791	4,304	6,095	-	3,775	3,775	-	3,775	(2,319)	161%
SUBTOTAL - Federal Revenue	-	1,791	4,499	6,290	666,231	718,615	718,615	-	52,384	712,326	1%
Other State Revenue											
8319 Other State Apportionments - Prior Years	-	2,157	1,984	35,542	-	37,861	37,861	-	37,861	2,319	94%
8381 Special Education - Entitlement (State)	20,200	36,359	-	77,946	419,054	418,736	418,736	-	(318)	340,790	19%
8382 Special Education Reimbursement (State)	1,939	1,939	3,490	7,368	39,584	36,490	36,490	-	(3,094)	29,122	20%
8520 Child Nutrition - State	-	-	81	81	171,085	171,085	171,085	-	-	171,004	0%
8545 School Facilities Apportionments	-	-	-	-	120,124	120,124	120,124	-	-	120,124	0%
8550 Mandated Cost Reimbursements	-	-	-	-	18,701	18,701	18,701	-	-	18,701	0%
8560 State Lottery Revenue	-	-	-	-	142,450	134,733	134,733	-	(7,717)	134,733	0%
8590 All Other State Revenue	-	-	10,000	10,000	203,097	654,027	654,027	-	450,930	644,027	2%
8591 Prop 28 Arts & Music in Schools	4,475	4,475	8,055	17,005	104,461	108,506	108,506	-	4,045	91,501	16%
8593 ELOP	8,176	8,176	14,718	31,070	117,483	215,241	215,241	-	97,758	184,171	14%
8596 ASES	-	-	-	-	161,500	161,500	161,500	-	-	161,500	0%
SUBTOTAL - Other State Revenue	34,790	53,106	38,328	179,012	1,497,539	2,077,004	2,077,004	-	579,465	1,897,992	9%
Local Revenue											
8660 Interest	-	-	-	-	12,106	40,000	40,000	-	27,894	40,000	0%
8699 All Other Local Revenue	1,513	4,194	85,250	91,253	152,126	514,160	514,160	-	362,034	422,906	18%
8703 Measure G1	-	-	-	-	63,112	63,112	63,112	-	-	63,112	0%
SUBTOTAL - Local Revenue	1,513	4,194	85,250	91,253	227,344	617,272	617,272	-	389,928	526,018	15%
Fundraising and Grants											
SUBTOTAL - Fundraising and Grants	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	364,133	490,474	912,224	1,822,911	9,869,054	10,460,458	10,460,458	-	591,404	8,637,547	17%

Oakland Military Institute
Income Statement
As of Oct FY2025

	Actual			YTD	Budget & Forecast							
	Aug	Sep	Oct	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent	
EXPENSES												
Compensation & Benefits												
Certificated Salaries												
1100 Teachers Salaries	249,544	250,645	263,541	765,479	3,035,509	2,588,426	2,588,426	-	447,083	1,822,947	30%	
1103 Teacher - Substitute Pay	19,694	25,755	26,309	71,758	-	216,590	216,590	-	(216,590)	144,832	33%	
1200 Certificated Pupil Support Salaries	29,275	27,020	24,815	81,110	289,317	296,717	296,717	-	(7,400)	215,606	27%	
1300 Certificated Supervisor & Administrator Salaries	57,336	57,336	56,786	203,220	556,345	674,644	674,644	-	(118,299)	471,424	30%	
SUBTOTAL - Certificated Salaries	355,849	360,756	371,452	1,121,566	3,881,171	3,776,376	3,776,376	-	104,795	2,654,809	30%	
Classified Salaries												
2100 Classified Instructional Aide Salaries	10,392	14,362	13,977	40,395	138,801	203,375	203,375	-	(64,574)	162,979	20%	
2200 Classified Support Salaries	28,636	31,133	32,014	97,512	437,854	300,710	300,710	-	137,144	203,197	32%	
2300 Classified Supervisor & Administrator Salaries	34,504	34,504	34,504	137,064	190,355	415,086	415,086	-	(224,731)	278,022	33%	
2400 Classified Clerical & Office Salaries	26,058	26,180	25,854	99,507	313,720	329,854	329,854	-	(16,134)	230,347	30%	
2900 Classified Other Salaries	-	290	4,572	4,862	13,500	86,944	86,944	-	(73,444)	82,082	6%	
SUBTOTAL - Classified Salaries	99,589	106,469	110,921	379,341	1,094,230	1,335,968	1,335,968	-	(241,738)	956,627	28%	
Employee Benefits												
3100 STRS	63,247	61,704	62,281	220,677	683,512	674,421	674,421	-	9,091	453,744	33%	
3200 PERS	30,938	31,082	30,698	109,497	351,137	375,640	375,640	-	(24,503)	266,143	29%	
3300 OASDI-Medicare-Alternative	13,508	14,355	14,944	48,062	160,537	172,172	172,172	-	(11,635)	124,110	28%	
3400 Health & Welfare Benefits	100,086	(461)	69,932	291,021	733,309	752,114	752,114	-	(18,805)	461,093	39%	
3500 Unemployment Insurance	4,153	1,418	869	7,302	44,033	27,783	27,783	-	16,250	20,481	26%	
3600 Workers Comp Insurance	3,614	3,614	3,614	18,900	55,405	52,657	52,657	-	2,748	33,757	36%	
SUBTOTAL - Employee Benefits	215,545	111,713	182,338	695,459	2,027,933	2,054,788	2,054,788	-	(26,855)	1,359,329	34%	
Books & Supplies												
4100 Approved Textbooks & Core Curricula Materials	-	-	-	-	39,714	-	-	-	39,714	-	-	
4200 Books & Other Reference Materials	1,307	-	2,160	3,467	-	39,714	39,714	-	(39,714)	36,247	9%	
4320 Educational Software	16,479	1,931	1,404	30,314	-	51,738	51,738	-	(51,738)	21,424	59%	
4325 Instructional Materials & Supplies	7,319	3,145	414	16,460	400,243	95,939	95,939	-	304,305	79,479	17%	
4330 Office Supplies	3,925	37	15	7,050	-	30,000	30,000	-	(30,000)	22,950	23%	
4410 Classroom Furniture, Equipment & Supplies	676	-	-	7,656	26,000	20,000	20,000	-	6,000	12,344	38%	
4420 Computers: individual items less than \$5k	2,311	10,684	-	77,154	-	109,400	109,400	-	(109,400)	32,246	71%	
4430 Non Classroom Related Furniture, Equipment & Supplies	4,511	-	-	5,329	-	6,000	6,000	-	(6,000)	671	89%	
4710 Student Food Services	-	40,950	45,500	86,450	531,275	531,275	531,275	-	-	444,825	16%	
4720 Other Food	4,228	1,977	817	7,541	-	32,700	32,700	-	(32,700)	25,159	23%	
SUBTOTAL - Books and Supplies	40,756	58,723	50,310	241,420	997,232	916,766	916,766	-	80,466	675,346	26%	
Services & Other Operating Expenses												
5100 Subagreements for Services	23,350	23,550	-	46,900	290,000	239,835	239,835	-	50,165	192,935	20%	
5200 Travel & Conferences	140	8,722	6,872	20,169	63,363	17,906	17,906	-	45,457	(2,263)	113%	
5300 Dues & Memberships	3,078	6,463	2,069	15,359	-	18,537	18,537	-	(18,537)	3,178	83%	
5305 Dues & Membership - Professional	-	-	-	-	13,930	-	-	-	13,930	-	-	
5400 Insurance	18,380	11,325	5,645	56,888	126,379	126,391	126,391	-	(12)	69,503	45%	
5515 Janitorial, Gardening Services & Supplies	14,270	10,885	10,885	59,890	426,803	143,585	143,585	-	283,218	83,695	42%	
5520 Security	10,919	4,944	8,664	31,139	-	82,202	82,202	-	(82,202)	51,063	38%	
5535 Utilities - All Utilities	20,856	14,587	20,412	60,878	-	232,171	232,171	-	(232,171)	171,293	26%	
5605 Equipment Leases	1,073	1,433	1,088	4,668	-	13,000	13,000	-	(13,000)	8,332	36%	

Oakland Military Institute
Income Statement
As of Oct FY2025

	Actual			YTD	Budget & Forecast						
	Aug	Sep	Oct	Actual YTD	Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs.	Approved Budget v1	Current Forecast	% Current Forecast
								Current Forecast	vs. Current Forecast	Remaining	Spent
5610 Rent	13,827	13,827	13,827	55,310	298,000	160,000	160,000	-	138,000	104,690	35%
5611 Prop 39 Related Costs	-	32,500	-	65,000	-	138,000	138,000	-	(138,000)	73,000	47%
5615 Repairs and Maintenance - Building	14,648	1,433	8,466	26,416	107,000	331,624	331,624	-	(224,624)	305,208	8%
5618 Repairs & Maintenance - Auto	877	359	-	1,731	-	10,000	10,000	-	(10,000)	8,269	17%
5803 Accounting Fees	-	1,389	1,030	2,419	30,250	30,250	30,250	-	-	27,832	8%
5809 Banking Fees	236	252	13	841	-	5,000	5,000	-	(5,000)	4,159	17%
5812 Business Services	16,417	16,417	16,417	73,667	-	205,000	205,000	-	(205,000)	131,333	36%
5815 Consultants - Instructional	12,899	8,820	79,796	146,863	82,585	179,894	179,894	-	(97,309)	33,031	82%
5820 Consultants - Non Instructional - Custom 1	12,646	7,086	-	27,394	336,699	74,697	74,697	-	262,002	47,303	37%
5824 District Oversight Fees	-	-	-	-	74,779	70,476	70,476	-	4,304	70,476	0%
5830 Field Trips Expenses	9,003	151	500	9,654	15,000	30,000	30,000	-	(15,000)	20,346	32%
5833 Fines and Penalties	589	-	239	867	-	1,000	1,000	-	(1,000)	133	87%
5836 Fingerprinting	468	640	234	1,342	-	3,605	3,605	-	(3,605)	2,263	37%
5845 Legal Fees	25,533	2,728	5,385	33,646	126,175	126,175	126,175	-	-	92,529	27%
5851 Marketing and Student Recruiting	-	4,820	-	16,820	15,000	16,820	16,820	-	(1,820)	-	100%
5857 Payroll Fees	1,114	549	566	2,228	-	7,500	7,500	-	(7,500)	5,272	30%
5861 Prior Yr Exp (not accrued)	1,062	20,180	1,752	49,762	-	49,762	49,762	-	(49,762)	-	100%
5863 Professional Development	700	751	8,850	10,707	15,000	35,000	35,000	-	(20,000)	24,293	31%
5869 Special Education Contract Instructors	-	18,595	16,176	34,771	75,000	95,000	95,000	-	(20,000)	60,229	37%
5872 Special Education Encroachment	292	525	-	1,109	-	15,165	15,165	-	(15,165)	14,056	7%
5874 Sports	1,400	2,643	5,064	10,238	20,000	27,750	27,750	-	(7,750)	17,512	37%
5877 Student Activities	-	-	150	150	17,719	17,719	17,719	-	-	17,569	1%
5878 Student Assessment	-	-	-	-	5,384	5,384	5,384	-	-	5,384	0%
5880 Student Health Services	-	-	-	-	-	7,500	7,500	-	(7,500)	7,500	0%
5881 Student Information System	5,584	875	875	11,694	10,220	23,694	23,694	-	(13,474)	12,000	49%
5884 Substitutes	-	420	2,400	2,820	15,000	15,000	15,000	-	-	12,180	19%
5887 Technology Services	1,265	13,016	36	25,394	156,908	41,937	41,937	-	114,971	16,543	61%
5893 Transportation - Student	-	4,116	1,365	5,571	11,500	11,500	11,500	-	-	5,929	48%
5899 Miscellaneous Operating Expenses	200	5,566	(200)	18,375	-	20,000	20,000	-	(20,000)	1,625	92%
5900 Communications	6,201	14,848	26,550	62,114	108,053	99,590	99,590	-	8,463	37,476	62%
5915 Postage and Delivery	568	133	1,110	1,815	-	6,200	6,200	-	(6,200)	4,385	29%
SUBTOTAL - Services & Other Operating Exp.	217,594	254,549	246,235	994,609	2,440,747	2,734,869	2,734,869	-	(294,122)	1,740,260	36%
Capital Outlay & Depreciation											
6900 Depreciation	-	-	-	-	492,898	492,898	492,898	-	-	492,898	0%
SUBTOTAL - Capital Outlay & Depreciation	-	-	-	-	492,898	492,898	492,898	-	-	492,898	0%
Other Outflows & Amortization											
7438 Debt Service - Interest	-	-	-	-	23,084	23,084	23,084	-	-	23,084	0%
7999 Uncategorized Expense	-	-	1,557	1,557	-	-	-	-	-	(1,557)	
SUBTOTAL - Other Outflows & Amortization	-	-	1,557	1,557	23,084	23,084	23,084	-	-	21,527	7%
TOTAL EXPENSES	929,333	892,210	962,813	3,433,952	10,957,295	11,334,749	11,334,749	-	(377,454)	7,900,796	30%

Oakland Military Institute
Monthly Cash Forecast
As of Oct FY2025

	2024-25												Forecast	Remaining Balance
	Actuals & Forecast													
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Forecast	Dec Forecast	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast		
Beginning Cash	2,164,624	2,682,870	2,188,279	1,864,525	2,578,955	1,652,685	1,247,364	1,056,874	763,339	882,377	1,141,519	1,060,379		
REVENUE														
LCFF Entitlement	2,996	327,830	431,383	784,147	(48,034)	405,194	646,076	403,696	951,018	897,193	668,970	670,468	7,047,567	906,631
Federal Revenue	-	-	1,791	4,499	96,143	30,851	30,851	100,401	30,851	67,111	100,401	30,851	718,615	224,864
Other State Revenue	52,788	34,790	53,106	38,328	385,000	96,824	78,123	138,185	78,123	223,473	78,123	164,679	2,077,004	655,463
Other Local Revenue	297	1,513	4,194	85,250	79,661	54,749	54,749	54,749	54,749	54,749	54,749	54,749	617,272	63,112
Fundraising & Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	56,081	364,133	490,474	912,224	512,770	587,618	809,800	697,031	1,114,742	1,242,526	902,243	920,747	10,460,458	1,850,070
EXPENSES														
Certificated Salaries	33,509	355,849	360,756	371,452	386,147	362,543	359,615	359,615	359,615	359,615	359,615	108,047	3,776,376	-
Classified Salaries	62,362	99,589	106,469	110,921	159,588	116,214	116,051	116,051	116,051	116,051	116,051	100,572	1,335,968	-
Employee Benefits	185,863	215,545	111,713	182,338	217,139	181,123	191,565	181,841	181,841	175,516	175,516	54,789	2,054,788	-
Books & Supplies	91,631	40,756	58,723	50,310	126,930	65,696	65,696	65,696	65,696	65,696	65,696	65,696	916,766	88,546
Services & Other Operating Expenses	276,232	217,594	254,549	246,235	231,372	214,711	214,711	214,711	219,849	213,855	213,855	200,521	2,734,869	16,675
Capital Outlay & Depreciation	-	-	-	-	205,374	41,075	41,075	41,075	41,075	41,075	41,075	41,075	492,898	-
Other Outflows	-	-	-	1,557	7,660	1,819	1,811	1,803	1,795	1,787	1,779	1,771	23,084	1,300
TOTAL EXPENSES	649,598	929,333	892,210	962,813	1,334,208	983,180	990,523	980,791	985,922	973,593	973,585	572,472	11,334,749	106,521
Operating Cash Inflow (Outflow)	(593,517)	(565,200)	(401,736)	(50,589)	(821,438)	(395,562)	(180,724)	(283,761)	128,820	268,933	(71,342)	348,276	(874,291)	1,743,549
Accounts Receivable	1,530,268	-	46,638	161,243	96,643	-	-	-	-	-	-	-	-	-
Other Current Assets	119,464	-	-	800,000	-	-	-	-	-	-	-	-	-	-
Fixed Assets	-	-	-	-	205,374	41,075	41,075	41,075	41,075	41,075	41,075	41,075	-	-
Accounts Payable	54,469	1,587	(56,462)	31,651	(31,245)	-	-	-	-	-	-	-	-	-
Other Current Liabilities	(617,484)	69,022	87,806	(144,216)	(180,171)	-	-	-	-	-	-	-	-	-
Deferred Revenue	25,046	-	-	(83,660)	(171,553)	(46,033)	(46,033)	(46,033)	(46,033)	(46,033)	(46,033)	(46,033)	(46,033)	(46,033)
Loans Payable (Long Term)	-	-	-	-	(23,880)	(4,800)	(4,808)	(4,816)	(4,824)	(4,832)	(4,840)	(4,848)	-	-
Ending Cash	2,682,870	2,188,279	1,864,525	2,578,955	1,652,685	1,247,364	1,056,874	763,339	882,377	1,141,519	1,060,379	1,398,848		

Oakland Military Institute**Balance Sheet****As of Oct FY2025**

	Jun FY24	Oct FY25	Projected Jun FY25
ASSETS			
Cash Balance	2,164,624	2,578,955	1,398,848
Accounts Receivable	1,777,282	39,133	1,794,879
Other Current Assets	1,202,714	283,250	283,250
Fixed Assets	9,572,452	9,572,452	9,079,554
TOTAL ASSETS	14,717,071	12,473,789	12,556,530
LIABILITIES & EQUITY			
Accounts Payable	-	31,245	108,841
Other Current Liabilities	785,044	180,171	-
Deferred Revenue	552,400	493,786	-
Loans Payable (Long Term)	1,154,151	1,154,151	1,096,504
Beginning Net Assets	12,225,476	12,213,381	12,213,381
Net Income (Loss) to Date	-	(1,611,041)	(874,291)
TOTAL LIABILITIES & EQUITY	14,717,071	12,461,694	12,544,435

Coversheet

Technology Update

Section: VII. Information/Discussion Items
Item: C. Technology Update
Purpose:
Submitted by:
Related Material: MB technology update for board December 2024.pdf

BACKGROUND:

We've made key updates to our technology infrastructure, including new devices, improved connectivity, and enhanced digital tools to support teaching and learning. These upgrades reflect our ongoing commitment to fostering a tech-driven educational environment.



Technology at OMI

Looking back, looking forward

December 2024

What we had in Spring 2023

- The school's wireless network (wifi) was slow and unreliable, not able to handle network traffic including for testing. Very little documentation existed about the wifi system.
- Bad wifi meant that the school was starting to invest in hard-wired desktops.
- Classrooms used chromebook carts of varying vintages, but charging and wifi were issues.
- The school's phone system was antiquated, unable to handle even minor updates. Overnight calls to the main number were forwarded to a staff cell phone, because voicemail did not work.
- OMI's copiers/printers were often out of commission, and we were stuck in an expensive service contract.
- E-rate reimbursement program was outsourced, but there was no comprehensive technology vision.

A Year of Changes

Spring/Summer 2023 through Spring 2024

- Fixed our wireless network, learning that we had outsourced our wifi system to DeepBlue, a subsidiary of Comcast. Thank you, Governor Brown, for your help!
- Implemented a schoolwide 1:1 Chromebook program.
- With the help of the admin and board, created a budget for sustainability of the technology program, building in replacement lifecycles for staff and student technology, AV, and network infrastructure.
- Hired two technology specialists, both UC Berkeley graduates (and one an OMI alumnus).

A Year of Changes (continued)

Spring/Summer 2023 through Spring 2024

- Moved our phone system to Zoom backend, which meant we could stop paying for 100 AT&T phone lines, and gaining new capabilities for staff and faculty.
- Updated all campus copiers with a new service contract with Sharp, allow us to control usage and improve reliability.
- Using e-rate money, replaced many outdated network switches (some of which had already failed). Refreshed network design to avoid single points of failure.
- Implemented new schoolwide software for productivity, teaching, and security.

Looking forward: Technology in 2025 and beyond

- Much of our work in the coming years will be predictable:
 - Steady replacement rates for student Chromebooks, staff computers, AV, network infrastructure.
 - Retaining our amazingly talented and helpful tech staff.
 - Keeping an eye on software licenses and packages so we can trim where needed.
- Current wifi system (DeepBlue/Comcast) lease ends in 25-26 school year.
 - Will put out RFP this summer through erate, so we can get a big discount.
 - Will save \$2000/mo in leasing and “management” costs.
 - Requires one-time purchase of new wireless access points and associated equipment throughout campus. Life expectancy should be ~6-7 years.

Coversheet

Student Recruitment Plan for 2025-2026

Section: VII. Information/Discussion Items
Item: D. Student Recruitment Plan for 2025-2026
Purpose: FYI
Submitted by: CMSgt (CA) Thomas James
Related Material: '25-'26 Prospective Families - Dec 12 2024 BM.pdf

BACKGROUND:

The Board Chairman has contracted with The Media Company LLC to design and lead our cadet recruitment campaign for the 2024-2025 school year. Odua Isidor and Emily Matthews will provide the Board an update on the progress of the Cadet Recruitment Campaign to date and provide a roadmap depicting our spring 2025 anticipated activities.

RECOMMENDATION:

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

	SY 24-25 Enrollment	Projected Returning SY 25-26	% Returning	Accepted in Oakland Enrolls	End of On-Time Lottery	Offer Pending / Late Enroll /	Waitlists	Introduction Completed	Introduction Needed	CXL/WDL/DLN	Candidates Needed	Budget Target / 600	Camp Attended	Camp Completed	Aug25 Projections
2025-2026															
6	60			31	0	0	0	0	0	0	130	0	0	0	0
7	86	54	90.0%	3	0	0	0	0	0	0	65	0	0	0	0
8	82	77	90.0%	9	0	0	0	0	0	0	50	0	0	0	0
9	78	73	90.0%	14	0	0	0	0	0	0	50	0	0	0	0
10	64	70	90.0%	0	0	0	0	0	0	0	0	0	0	0	0
11	56	50	90.0%	0	0		0	0	0	0	0	0			
12	55	0	90.0%	1	0		0	0	0	0	0	0			
	481	324	90.0%	58	0	0	0	0	0	0	295	0	0	0	0
MS	228	131		43	0		MS	0			245				
HS	253	193		14	0		HS	0			50				
					0			0							
										July Enroll	619				

Coversheet

Approve Final Audit Report

Section: VIII. Action Items
Item: A. Approve Final Audit Report
Purpose:
Submitted by: Kyle Holtz
Related Material: OMI Audit Report Final - June 30, 2024.pdf
OMICPA Measure G1 Audit Report - FINAL - June 30, 2024 1.pdf

BACKGROUND:

Education Code Section 41020 requires each local educational agency (LEA) to contract for an audit of their books and accounts, including an audit of income and expenditures by source of funds annually.

OMI's current auditor is CWDL Audit Firm (LLP). The audit shall be performed by a certified public accountant or a public accountant who is licensed by the California Board of Accountancy and included in the directory of certified public accountants and public accountants deemed by the state controller as qualified to conduct audits of LEAs. The controller publishes an updated list no later than December 31 of each year.

Government Code section 12410.6. (b) indicates that commencing with the 2013-14 fiscal year, a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years.

Education Code Section 47605 (m), as well as OMI's charter petition, requires each charter school to submit a copy of its annual audit no later than December 15 with the following:

- Oakland Unified School District-the charter authorizing agency
- Alameda County Office of Education-the county superintendent of schools of the county in which the LEA is located.
- The California Department of Education (CDE).
- The State Controller's Office (SCO).

RECOMMENDATION:

It is the recommendation of the Superintendent and staff that the board review and formally "accept" and/or "approve" the auditor's report as presented



See what's possible.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

AUDIT REPORT

JUNE 30, 2024

858-565-2700
www.cwdl.com

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY**TABLE OF CONTENTS****JUNE 30, 2024**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Oakland Military Institute College Preparatory Academy
Oakland, California

Report on Audit of Financial Statements

Opinion

We have audited the accompanying financial statements of Oakland Military Institute College Preparatory Academy (the "Academy"), as of and for the year ended June 30, 2024, and the related notes to financial statements, which collectively comprise the Academy's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Academy as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Academy and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Academy's ability to continue as a going concern for one year beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Academy's ability to continue as a going concern for a reasonable period.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Academy's basic financial statements. The accompanying supplementary information listed in the table of contents, including the Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 9, 2024 on our consideration of the Academy's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Academy's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Academy's internal control over financial reporting and compliance.

CWDL, Certified Public Accountants

San Diego, California
December 9, 2024

FINANCIAL SECTION

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2024

ASSETS

Current assets:

Cash and cash equivalents	\$ 3,617,013
Accounts receivable	1,968,212
Prepaid expenses	136,035
Total current assets	<u>5,721,260</u>

Non-current assets:

Capital assets, net	9,564,797
Right-of-use assets	980,983
Total non-current assets	<u>10,545,780</u>
TOTAL ASSETS	<u>\$ 16,267,040</u>

LIABILITIES AND NET ASSETS

Current liabilities:

Accounts payable	\$ 1,356,299
Deferred revenue	552,400
Notes payable, current portion	57,673
Lease liabilities, current portion	141,924
Total current liabilities	<u>2,108,296</u>

Non-current liabilities:

Lease liabilities, non-current portion	846,337
Notes payable, non-current portion	1,096,478
Total non-current liabilities	<u>1,942,815</u>
Total liabilities	<u>4,051,111</u>

Net assets:

Without donor restriction	<u>12,215,929</u>
Total net assets	<u>12,215,929</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 16,267,040</u>

The accompanying notes to financial statements are an integral part of these statements.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2024**

	Without Donor Restriction
SUPPORT AND REVENUES	
Federal and state support revenues:	
Local control funding formula, state aid	\$ 6,168,820
Federal revenues	1,311,790
Other state revenues	1,498,211
Total federal and state support and revenues	<u>8,978,821</u>
Local support and revenues:	
Payments in lieu of property taxes	1,756,858
Other local revenues	747,504
Total local support and revenues	<u>2,516,468</u>
TOTAL SUPPORT AND REVENUES	<u>11,495,289</u>
 EXPENSES	
Program services	9,908,241
Management and general	1,448,980
TOTAL EXPENSES	<u>11,357,221</u>
 CHANGE IN NET ASSETS	138,068
NET ASSETS, BEGINNING	<u>12,077,861</u>
NET ASSETS, ENDING	<u>\$ 12,215,929</u>

The accompanying notes to financial statements are an integral part of these statements.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2024

	Program Services	Management and General	Total
EXPENSES			
Personnel expenses:			
Salaries and wages	\$ 4,935,062	\$ 554,381	\$ 5,489,443
Pension expense	904,306	152,198	1,056,504
Payroll taxes	248,795	17,758	266,553
Other employee benefits	619,074	14,083	633,157
Total personnel expenses	<u>6,707,237</u>	<u>738,420</u>	<u>7,445,657</u>
Non-personnel expenses:			
Accounting expenses	-	151,506	151,506
Instructional materials	244,679	-	244,679
Other fees for services	1,674,027	432,598	2,106,625
Occupancy expense	142,230	-	142,230
Travel expense	5,137	8,840	13,977
Interest expense	-	75,509	75,509
Depreciation	428,435	-	428,435
Amortization	97,907	-	97,907
Insurance expense	107,482	-	107,482
Other expenses	501,107	42,107	543,214
Total non-personnel expenses	<u>3,201,004</u>	<u>710,560</u>	<u>3,911,564</u>
TOTAL EXPENSES	<u>\$ 9,908,241</u>	<u>\$ 1,448,980</u>	<u>\$ 11,357,221</u>

The accompanying notes to financial statements are an integral part of these statements.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2024**

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ 138,068
Adjustments to reconcile change in net assets to net cash used in operating activities:	
Depreciation	428,435
Interest on lease liability	51,295
Amortization	97,907
(Increase)/decrease in operating assets	
Accounts receivable	(641,166)
Prepaid expenses	(88,819)
Increase/(decrease) in operating liabilities	
Accounts payable	852,206
Deferred revenue	(1,188,490)
Net cash used in operating activities	<u>(350,564)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of capital assets	(299,415)
Net cash used in investing activities	<u>(299,415)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on debt	(56,542)
Payment of lease liability	(141,924)
Net cash used in financing activities	<u>(198,466)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(848,445)
CASH AND CASH EQUIVALENTS, BEGINNING	<u>4,465,458</u>
CASH AND CASH EQUIVALENTS, ENDING	<u>\$ 3,617,013</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH FINANCING ACTIVITES	
Cash paid for interest	<u>\$ 24,214</u>

The accompanying notes to financial statements are an integral part of these statements.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY NOTES TO FINANCIAL STATEMENTS JUNE 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

Oakland Military Institute College Preparatory Academy (the "Academy"), was incorporated in the state of California in 2000 as a nonprofit public benefit corporation that is organized under the Nonprofit Public Benefit Corporation Law exclusively for charitable and educational purposes within the meaning of 501(c)(3) of the *Internal Revenue Code* of 1954 or the corresponding provision of any future United States internal revenue law. The Academy's mission is to provide a structured, rigorous academic program where students are developed as leaders, scholars and critical thinker citizens. Through a military framework, the Academy inspires honor and pride within its students and cultivates life-long respect, confidence, and appreciation for others. The Academy provides instruction to Grades 6-12 students.

Basis of Accounting

The Academy's policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received, and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board (FASB).

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

Costs of providing the Academy's programs and other activities have been presented in the Statement of Functional Expenses. During the year, such costs are accumulated into separate groupings as either personnel or non-personnel expenses. Personnel or non-personnel expenses are allocated among program services and management and general expenses by a method that best measures the relative degree of benefit.

Cash and Cash Equivalents

The Academy defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES, continued

Accounts Receivable

Accounts receivable primarily represent amounts due from federal and state governments as of June 30, 2024. Management believes that all receivables are fully collectible; therefore, no provisions for uncollectible accounts were recorded.

Prepaid Expenses

Prepaid expenses are recorded at the carrying amount(s) as of financial position date. Prepaid expenses are made in advance of when the economic benefit of the cost will be realized, and which will be expensed in future periods with the passage of time or when a triggering event occurs.

Right-Of-Use Assets and Lease Liabilities

The Academy has recorded Right-of-Use (“ROU”) assets and lease liabilities as a result of implementing the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases* (Topic 842). ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at the lease commencement date and are based on the present value of lease payments over the lease term. As most leases do not provide an implicit rate, a risk-free rate is utilized in lieu of determining an incremental borrowing rate at the commencement date in deciding the present value of lease payments. ROU assets also include any lease payments made and exclude lease incentives. Amortization expense is recognized on a straight-line basis over the lease term. Lease agreements with lease and non-lease components are generally accounted for separately.

Capital Assets

Capital assets are stated at cost, if purchased or at estimated fair value, if donated. Depreciation is provided on a straight-line basis over the estimated useful lives of the asset. The useful lives range varies from 3 to 10 years.

Accounts Payable and Notes Payable

All payables are reported as liabilities in the Statement of Financial Position. In general, all payables that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the Academy. Accounts payable are amounts owed to vendors or suppliers at June 30, 2024, for services incurred related to the Academy’s operations and are reported as current liabilities. Notes payable that are due within one year are reported as current liabilities, while portion that are due more than one year are reported as non-current liabilities.

Deferred Revenue

The Academy recognizes grant revenues in the period the Academy meets the conditions for revenue recognition, namely as reimbursable program expenses are incurred. Deferred Revenue relates to program receipts from government agencies in advance of program performance.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES, continued

Net Asset

Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue Recognition

Amounts received from the California Department of Education are conditional and recognized as revenue by the Academy based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restriction, if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restriction.

Contributions

All contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as contributions with donor restrictions. Restricted contributions that are received and released in the same period are reported as promises to give without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Conditional Grants

Grants and contracts that are conditioned upon the performance of certain requirements or the incurrence of allowable qualifying expenses are recognized as revenues in the period in which the conditions are met. Amounts received are recognized as revenue when the Academy has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenues in the statement of financial position. As of June 30, 2024, the Academy has conditional grants of \$2,636,955 of which \$552,400 is recognized as deferred revenue in the Statement of Financial Position.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES, continued

Payment in Lieu of Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on September 1 and are payable in two installments on or before November 1 and February 1. Unsecured property taxes are not a lien against real property and are payable in one installment on or before August 31. The County bills and collects property taxes for all taxing agencies within the County and distributes these collections to the various agencies. The sponsor agency of the Academy is required by law to provide in-lieu property tax payments on a monthly basis, from August through July. The amount paid per month is based upon an allocation per student, with a specific percentage to be paid each month.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received.

During the year, the Academy received support services from the Military Department without commensurate monetary outlay from the Academy. These support services have been valued at an amount of \$1,707,403 based on expenditure reports information received from the Military Department. Contributed services are valued and are reported at the estimated fair value in the financial statements based on current rates for similar legal services. and have been included in the accompanying financial statements.

Income Taxes

The Academy is a nonprofit entity exempt from the payment of income taxes under *Internal Revenue Code* Section 50(C)3 and *California Revenue and Taxation Code* Section 23701d. Accordingly, no provision has been made for income taxes. The Academy is subject to income tax on net income that is derived from business activities that are unrelated to the exempt purposes. The Academy files an exempt Academy return and applicable unrelated business income tax return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

NOTE 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date. Financial assets available for general expenditures comprise cash and cash equivalents, accounts receivable and prepaid expenses for the total amount of \$5,721,260.

As part of the Academy's liquidity management plan, they invest cash in excess of daily requirements in short-term investments, certificate of deposits, and money market funds.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 3 – CONCENTRATION OF CREDIT RISK

The Academy maintains cash balances held in banks and revolving funds which are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). At times, cash in these accounts exceeds the insured amounts. The Academy has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

NOTE 4 – CAPITAL ASSETS

Capital assets in the accompanying financial statements is presented net of accumulated depreciation. The Academy capitalizes all expenditures for land, buildings, and equipment in excess of \$1,000. Depreciation expense was \$428,435 for the year ended June 30, 2024.

The components of capital assets as of June 30, 2024 are as follows:

	Balance			Balance
	July 1, 2023	Additions	Deductions	June 30, 2024
Capital Assets Being Depreciated				
Land improvements	\$ 13,540,883	\$ 299,415	\$ -	\$ 13,840,298
Furniture and equipment	1,552,283	-	-	1,552,283
Buildings	583,098	-	-	583,098
Total Capital Assets Being Depreciated	15,676,264	299,415	-	15,975,679
Less: Accumulated Depreciation	(5,982,447)	(428,435)	-	(6,410,882)
Capital Assets, Net	\$ 9,693,817	\$ (129,020)	\$ -	\$ 9,564,797

NOTE 5 – LEASES

The Academy leases certain real property and equipment for the operation of charter schools with various terms under long-term, non-cancelable operating lease agreements. The leases expire at various dates through the year 2033 and provide renewal options. The Academy included in the determination of the right-of-use assets and lease liabilities any renewal options when the options are reasonably certain to be exercised. The agreements generally require the Academy to pay insurance and repairs.

The Academy elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate.

The Academy has elected the short-term lease exemption for all leases with a term of twelve (12) months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis. The Academy has real property short term lease agreements for the year ended June 30, 2024.

The Academy elected the practical expedient to not separate lease and non-lease components for real estate leases.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 5 – OPERATING LEASES, continued

The total operating lease cost for the year ended June 30, 2024 is \$141,924. The supplemental cash flow information for the year ended June 30, 2024 is as follows:

Operating cash flows from operating leases \$ 141,924

The following summarizes the weighted-average remaining lease term and weighted-average discount rate:

Weighted-average remaining lease term:	
Operating leases	8.90 years
Weighted-average discount rate:	
Operating leases	5%

The future minimum lease payments under non-cancelable operating leases with terms greater than one year are listed below as of June 30, 2024.

Year Ending June 30,	Operating lease
2025	\$ 141,924
2026	133,972
2027	129,996
2028	129,996
2029	129,996
Thereafter	560,016
Total lease payments	1,225,900
Less interest	(237,639)
Present value of lease liabilities	\$ 988,261

The Academy receives no sublease rental revenues or pays any contingent rentals associated with these leases.

NOTE 6 – EMPLOYEE RETIREMENT

Multiemployer Defined Benefit Pension Plans

Qualified employees are covered under multiemployer defined benefit pension plans maintained by agencies of the state of California.

The risks of participating in these multiemployer defined benefit pension plans are different from single employer plans because: (a) assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and state contribution rates are set by the California Legislature, and (c) if the Academy chooses to stop participating in the multiemployer plan, it may be required to pay a withdrawal liability to the plan. The Academy has no plans to withdraw from this multiemployer plan.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
 NOTES TO FINANCIAL STATEMENTS
 JUNE 30, 2024**

NOTE 6 – EMPLOYEE RETIREMENT, continued

California State Teachers’ Retirement System (CalSTRS)

Plan Description

The Academy contributes to the California State Teachers' Retirement System (CalSTRS), a cost-sharing multiemployer public employee retirement system defined benefit pension plan administered by STRS. Plan information for STRS is not publicly available. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2023 total STRS plan net assets are \$299 billion, the total actuarial present value of accumulated plan benefits is \$455 billion, contributions from all employers totaled \$7.76 billion, and the plan is 75.9% funded. The Academy did not contribute more than 5% of the total contributions to the plan.

Copies of the STRS annual financial reports may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826 and www.calstrs.com.

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 10.21% of their salary. The Academy is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers’ Retirement Board. The required employer contribution rate for year ended June 30, 2024 was 19.1% of annual payroll. The contribution requirements of the plan members are established and may be amended by state statute.

The Academy's contributions to CalSTRS for the past three years are as follows:

	Contribution	Percent of Required Contribution
2024	\$ 739,630	100%
2023	\$ 494,103	100%
2022	\$ 474,728	100%

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 6 – EMPLOYEE RETIREMENT, continued

California Public Employees’ Retirement System (CalPERS)

Plan Description

The Academy contributes to the School Employer Pool under the California Public Employees’ Retirement System (CalPERS), a cost-sharing multiemployer public employee retirement system defined benefit pension plan administered by CalPERS. Plan information for PERS is not publicly available. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees’ Retirement Law. According to the most recently available Actuarial Valuation Report for the year ended June 30, 2023 the School Employer Pool total plan assets are \$84.3 billion, the present value of accumulated plan benefits is \$120.5 billion, contributions from all employers totaled \$4.4 billion, and the plan is 70.0% funded. The Academy did not contribute more than 5% of the total contributions to the plan.

Copies of the CalPERS’ annual financial reports may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95814 and www.calpers.ca.gov.

Funding Policy

Active plan members are required to contribute 7.0% of their salary. The school is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for year ended June 30, 2024 was 26.68%. The contribution requirements of the plan members are established and may be amended by state statute.

The Academy's contributions to CalPERS for each of the last three years are as follows:

	Contribution	Percent of Required Contribution
2024	\$ 316,874	100%
2023	\$ 252,096	100%
2022	\$ 388,569	100%

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2024

NOTE 7 – NOTES PAYABLE

California School Finance Authority

The Academy received \$1,701,907 in matching funds pursuant a funding agreement between the State Allocation Board and the California School Finance Authority collectively referred to as the State. The Academy applied to the State for financing of its charter school facilities project under the Charter School Facilities Program (CSFP) established pursuant to Article 12 of Chapter 12.5 of Part 10 of the *California Education Code*. The matching loan amount is amortized over 28 years at an interest rate of 2 percent per annum.

Debt service requirements for the loan as of June 30, 2024, are as follows:

Year Ending June 30,	Amount
2025	57,673
2026	58,826
2027	60,002
2028	61,203
2029	62,427
Thereafter	854,020
Total	<u>\$ 1,154,151</u>

NOTE 8 – CONTINGENCIES AND COMMITMENTS

The Academy has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

NOTE 9 – FUNCTIONALIZED EXPENSES

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, pension expense, other employee benefits, and payroll taxes, which are allocated on the basis of estimates of time and effort.

NOTE 10 – SUBSEQUENT EVENTS

The Academy's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements through December 9, 2024, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

SUPPLEMENTARY INFORMATION

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
ACADEMY ORGANIZATIONAL STRUCTURE
JUNE 30, 2024**

The Academy was granted in 2000 by Oakland Unified School District (the District). The District has granted the Academy through June 30, 2024. During 2023-24, the Academy served approximately 482 students in grades 6 to 12. The Academy's Charter School number granted by the state is 0349.

The board of directors and the administrator as of the year ended June 30, 2024 were as follows:

GOVERNING BOARD		
Name	Office	Term Expiration
Honorable Edmund Gerald Brown Jr.	Chairman	June 30, 2025
Major General David S. Baldwin	Vice Chairman	June 30, 2025
Vice Admiral Jody Breckinridge	Facilities Officer	June 30, 2023 Resignation
Joseph Wire	Treasurer	June 30, 2025
Brigadier General James L. Gabrielli	Secretary	June 30, 2025
David Clisham	Academics Officer	June 30, 2024
Marc Mares	Board Member	June 30, 2024
Simon Bryce	Board Member	June 30, 2026

ADMINISTRATION

Dr. Mary E. Streshly, Ed.D.
Superintendent

CMSgt (CA) Thomas L. James
Commandant

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
 SCHEDULE OF INSTRUCTIONAL TIME
 FOR THE YEAR ENDED JUNE 30, 2024**

Grade Level	Minutes Requirement	2023-24 Actual Minutes	Number of Days		Status
			Traditional Calendar	Multitrack Calendar	
Grade 6	54,000	59,070	180	N/A	Complied
Grade 7	54,000	59,070	180	N/A	Complied
Grade 8	54,000	59,070	180	N/A	Complied
Grade 9	64,800	66,997	180	N/A	Complied
Grade 10	64,800	66,997	180	N/A	Complied
Grade 11	64,800	66,997	180	N/A	Complied
Grade 12	64,800	66,997	180	N/A	Complied

The District participated in Longer Day incentives and is funded at a level for a District that has not met or exceeded its LCFF target funding.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
 SCHEDULE OF AVERAGE DAILY ATTENDANCE
 FOR THE YEAR ENDED JUNE 30, 2024**

	Second Period Report	Annual Report
Classroom-Based ADA:		
Grade 6	70.19	72.79
Grades 7 and 8	135.19	140.34
Grades 9 through 12	261.49	269.62
Total ADA Classroom-Based	466.87	482.75

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
 RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT (UNAUDITED ACTUALS) WITH
 AUDITED FINANCIAL STATEMENTS
 FOR THE YEAR ENDED JUNE 30, 2024**

June 30, 2024 annual financial and budget report net assets	<u>\$ 12,223,207</u>
Adjustments and reclassifications	
Increase/(Decrease) in net assets	
Right-of-use asset and liabilities	<u>(7,278)</u>
Net adjustments and reclassifications	<u>(7,278)</u>
June 30, 2024 audited financial statements net assets	<u>\$ 12,215,929</u>

See accompanying note to supplementary information.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2024**

Federal Grantor/Pass-Through Grantor/Program or Cluster	Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures
U. S. DEPARTMENT OF EDUCATION:			
<i>Passed through California Department of Education:</i>			
Title I, Part A, Basic Grants Low-Income and Neglected	84.010	14329	\$ 141,760
Title II, Part A, Supporting effective Instructional Local Grants	84.367	14341	16,012
Title III, Part A, English Language Acquisition State Grants	84.365		21,450
Title IV, Part A, Student Support and Academic Enrichment Grants	84.365	14346	9,143
Special Education Cluster:			
Special Education - IDEA	84.027	13379	<u>73,307</u>
Subtotal Special Education Cluster			<u>73,307</u>
Education Stabilization Fund:			
Elementary and Secondary School Emergency Relief (ESSER III) Fund	84.425U	15559	329,879
Elementary and Secondary School Emergency Relief (ESSER III) Fund - Learning Loss	84.425U	10155	<u>28,596</u>
Subtotal Education Stabilization Fund			<u>358,475</u>
Total U. S. Department of Education			<u>620,147</u>
U. S. DEPARTMENT OF AGRICULTURE:			
<i>Passed Through California Department of Education</i>			
Child Nutrition Cluster:			
National School Lunch Program	10.553	13396	257,967
School Breakfast Program	10.553	13525	<u>78,668</u>
Total Child Nutrition Cluster			<u>336,635</u>
Total U. S. Department of Agriculture			<u>336,635</u>
Total Federal Expenditures			<u>\$ 956,782</u>

See accompanying note to supplementary information.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
NOTE TO SUPPLEMENTARY INFORMATION
JUNE 30, 2024

NOTE 1 – PURPOSE OF SCHEDULES

Academy Organizational Structure

This schedule provides information about the Academy's authorizing agency, grades served, members of the governing body, and members of the administration.

Schedule of Instructional Time

This schedule presents information on the amount of instructional time offered by the Academy and whether the Academy complied with the provisions of California Education Code.

Schedule of Average Daily Attendance

Average daily attendance is a measurement of the number of pupils attending classes of the Academy. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

Reconciliation of Annual Financial and Budget Report (Unaudited Actuals) with Audited Financial Statements

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the annual financial report form to the audited financial statements.

Schedule of Expenditures of Federal Awards

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the Academy under programs of the federal governmental for the year ended June 30, 2024. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of operations of the Academy, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Academy.

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Indirect Cost Rate

The Academy has elected to use a rate other than the 10% de minimis indirect cost rate allowed under Uniform Guidance.

OTHER INDEPENDENT AUDITORS' REPORTS



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors of Directors
Oakland Military Institute College Preparatory Academy
Oakland, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States the financial statements of Oakland Military Institute College Preparatory Academy (the "Academy") as of and for the year ended June 30, 2024, and the related notes to financial statements, which collectively comprise the Academy's basic financial statements, and have issued our report thereon dated December 9, 2024.

Report on Internal Controls Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Academy's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control. Accordingly, we do not express an opinion on the effectiveness of the Academy's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Academy's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses or significant deficiencies. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Academy's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Academy's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Academy's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CWDL, Certified Public Accountants

San Diego, California
December 9, 2024



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; AND
REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of Directors
Oakland Military Institute College Preparatory Academy
Oakland, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Oakland Military Institute College Preparatory Academy (the "Academy") compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the Academy's major Federal programs for the year ended June 30, 2024. The Academy's major Federal programs are identified in the Summary of Auditors' Results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Academy complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Academy and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Academy's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Academy's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Academy's compliance based on our audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate it would influence the judgment made by a reasonable user of the report on compliance about the Academy's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Academy's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Academy's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Academy's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Report on Internal Control Over Compliance, continued

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CWDL, Certified Public Accountants

San Diego, California
December 9, 2024



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE AND ON INTERNAL CONTROL OVER COMPLIANCE FOR STATE PROGRAM

To the Board of Directors of Directors
Oakland Military Institute College Preparatory Academy
Oakland, California

Report on State Compliance

Opinion on State Compliance

We have audited Oakland Military Institute College Preparatory Academy (the "Academy") compliance with the types of compliance requirements described in the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, California Code of Regulations, section 19810, that could have a direct and material effect on each of the Academy's state programs for the fiscal year ended June 30, 2024, as identified below.

In our opinion, the Academy complied, in all material respects, with the types of compliance requirements referred to above that are applicable to the state programs noted in the table below for the year ended June 30, 2024.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Academy and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Academy's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above, and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Academy's compliance with the requirements described in the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

Auditors’ Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Academy’s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* will always detect a material noncompliance when it exists. The risk of not detecting a material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Academy’s compliance with the requirements of the state programs as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Academy’s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Academy’s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, but not for the purpose of expressing an opinion on the effectiveness of the Academy’s internal control over compliance. Accordingly, no such opinion is expressed; and
- Select and test transactions and records to determine the Academy’s compliance with the state laws and regulations applicable to the following items:

PROGRAM NAME	PROCEDURES PERFORMED
School Districts, County Offices of Education, and Charter Schools:	
T. California Clean Energy Jobs Act	Not applicable
U. After/Before School Education and Safety Program	Yes
V. Proper Expenditure of Education Protection Account Funds	Yes
W. Unduplicated Local Control Funding Formula Pupil Counts	Yes
X. Local Control and Accountability Plan	Yes
Y. Independent Study-Course Based	Not applicable
Z. Immunizations	Yes
AZ. Educator Effectiveness	Yes
BZ. Expanded Learning Opportunities Grant (ELO-G)	Yes
CZ. Career Technical Education Incentive Grant	Not applicable
EZ. Transitional Kindergarten	Yes

PROGRAM NAME	PROCEDURES PERFORMED
Charter Schools:	
AA. Attendance	Yes
BB. Mode of Instruction	Yes
CC. Nonclassroom-Based Instruction/Independent Study	Not applicable
DD. Determination of Funding for Nonclassroom-Based Instruction	Not applicable
EE. Annual Instructional Minutes - Classroom Based	Yes
FF. Charter School Facility Grant Program	Yes

The term not applicable above is used to mean the Academy did not offer the program during the fiscal year or did not receive any funding for the program.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that a material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention from those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors’ Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses or significant deficiencies, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the *2023-24 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

CWDL, Certified Public Accountants

San Diego, California
December 9, 2024

FINDINGS AND QUESTIONED COSTS SECTION

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
SUMMARY OF AUDITORS' RESULTS
FOR THE YEAR ENDED JUNE 30, 2024**

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unmodified</u>
Is a going concern emphasis-of-matter paragraph included in the auditors' report?	<u>No</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Non-compliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major program:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditors' report issued:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)?	<u>No</u>
Identification of major programs:	

<u>Assistance Listing Number(s)</u>	<u>Name of Federal Program of Cluster</u>
<u>10.553</u>	<u>National School Lunch Program</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

STATE AWARDS

Internal control over state programs:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditors' report issued on compliance for state programs:	<u>Unmodified</u>

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2024**

<u>FIVE DIGIT CODE</u>	<u>AB3627 FINDING TYPES</u>
20000	Inventory of Equipment
30000	Internal Control

There were no audit findings related to the financial statements during fiscal year 2024.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
FEDERAL AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2024**

FIVE DIGIT CODE

50000

AB3627 FINDING TYPES

Federal Compliance

There were no audit findings and questioned costs related to federal awards during fiscal year 2024.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
STATE AWARD FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2024**

FIVE DIGIT CODE	AB3627 FINDING TYPES
10000	Attendance
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship: Related and Supplemental Instruction
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Missassignments

There were no audit findings and questioned costs related to state awards during fiscal year 2024.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2024**

There were no audit findings and questioned costs during fiscal year 2023.



See what's possible.

OAKLAND MILITARY INSTITUTE COLLEGE
PREPARATORY ACADEMY
MEASURE G1 PARCEL TAX FUND
ELECTION 2016

PERFORMANCE AUDIT

JUNE 30, 2024

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**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
MEASURE G1 PARCEL TAX FUND ELECTION 2016
PERFORMANCE AUDIT
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FOR THE YEAR ENDED JUNE 30, 2024**

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Section II – Performance Audit Procedures 3

Section III – Findings and Conclusions 4



INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

Board of Directors
Measure G1 Parcel Tax Fund Oversight Committee
Oakland Military Institute College Preparatory Academy
Oakland, California

Oakland Military Institute College Preparatory Academy Measure G1 Audit Report 2023-24

We are pleased to present the Oakland Military Institute College Preparatory Academy's Measure G1 Performance Audit Report 2023-24. We have completed performance audit procedures specified by the Oakland Unified School District as it relates to the Teacher Retention and Middle School Improvement Act Fund Measure G1 Parcel Tax granted to the Oakland Military Institute College Preparatory Academy (the "Academy") for the fiscal year ended June 30, 2024.

Management's Responsibility

Management of the Academy is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to the Teacher Retention and Middle School Improvement Act Fund Measure G1 Parcel Tax grant (the "Measure G1 Grant").

Auditor's Responsibility

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Additional Information

General information about the Academy, the Measure G1 Grant and the performance audit procedures performed as well as findings and conclusions resulting from such procedures are further described in the accompanying Performance Audit Results following this Report on Performance.

CWDL, Certified Public Accountants

San Diego, California
December 8, 2024

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
MEASURE G1 PARCEL TAX FUND ELECTION 2016
PERFORMANCE AUDIT
FOR THE YEAR ENDED JUNE 30, 2024**

SECTION I - GENERAL INFORMATION

BACKGROUND

Oakland Military Institute College Preparatory Academy (the "Academy"), was incorporated in the state of California in 2000 as a nonprofit public benefit corporation that is organized under the Nonprofit Public Benefit Corporation Law exclusively for charitable and educational purposes within the meaning of 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States internal revenue law. The Academy's mission is to provide a structured, rigorous academic program where students are developed as leaders, scholars and critical thinker citizens. Through a military framework, the Academy inspires honor and pride within its students and cultivates life-long respect, confidence, and appreciation for others. The Academy provides instruction for Grades 6-12 students.

TEACHER RETENTION AND MIDDLE SCHOOL IMPROVEMENT ACT FUND MEASURE G1 PARCEL TAX

On an election held on November 8, 2016, the Oakland Unified School District Measure G1 Parcel Tax passed with an over two-thirds majority vote. The measure is to levy a tax of \$120 per parcel, providing \$12.4 million annually, for 12 years, with exemptions for senior and low-income residents.

The Teacher Retention and Middle School Improvement Act Fund ("Measure G1") was established to provide a salary increase to school-site educators and middle school grants in Oakland Unified School District (the "District") schools as well as charter schools in Oakland. Measure G1 requires the District to secure an independent financial auditor to prepare a report ("Report") to be filed with the Board of Education and made publicly available no later than December 31 of each year. In order to meet this deadline, all schools must submit reports/responses to the independent auditor.

The final Report must include the following:

- The amount collected and expended in such year.
- The description of all programs funded, and a determination that the monies expended were for the allowable uses stated in this Measure; and
- The determination that the revenues left over after the raise provided to school-site educators generated by this Measure are being used to supplement, and not supplant, unrestricted general fund revenue so appropriated to schools to serve pupils in grades 6 through 8 based on fiscal year 2023-24 funding.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
MEASURE G1 PARCEL TAX FUND ELECTION 2016
PERFORMANCE AUDIT
FOR THE YEAR ENDED JUNE 30, 2024**

SECTION II – PERFORMANCE AUDIT PROCEDURES

OBJECTIVES OF THE AUDIT

- Ensure proceeds and expenditures of the parcel tax are fully accounted in the books and records of the academy school.
- Ensure expenditures are in support of allowable uses as per the ballot language, separately with respect to middle school grants and salary for school site educators.
- Ensure that the academy school receiving middle school grant funding has an approved education improvement plan with the minimal requirements specified in the ballot.
- For the academy school receiving middle school grant funding, make a positive statement about the issue of supplanting versus supplementing.

SCOPE OF THE AUDIT

Academy school expenditures funded by Measure G1 during fiscal year 2023-24.

METHODOLOGY

1. Obtain parcel tax expenditure detail reports prepared by the academy school and agree amounts to the general ledger.
2. Select a sample of payroll related expenditures and obtain and review the necessary supporting documentation to satisfy ourselves that they were only to provide raises to “school site educators,” as the term is used in the ballot text. Test payroll benefits for reasonableness.
3. Ensure the same percentage increase in salary was applied to all school site educators.
4. Review the nature of the expenditures incurred by the academy school sites, and review source documents as appropriate, to ensure they were within the specific purposes of the ballot language.
5. Verify if the parcel tax is funding supplemental activities by performing the following procedures: a) Ascertain if funds were used to provide services which were legally required to be made available by virtue of being a school; and b) Also, perform procedures to ascertain whether the parcel tax funded services that were previously provided with another funding source.
6. Obtain the approved education improvement plans for the academy school and perform the following procedures: Ensure the plan contains the minimal elements required by the ballot; b) Verify if the actual parcel tax expenditures are consistent with the approved plan.
7. Determine, from the expenditure testing performed, if there were any a) control deficiencies, b) significant deficiencies or c) material weaknesses in internal control noted. To the extent there are deficiencies noted, prepare a separate report to the District listing the weakness noted and the recommended corrective action.
8. Examine supporting documentation to validate the amount of Measure G1 Parcel Tax revenues received.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
MEASURE G1 PARCEL TAX FUND ELECTION 2016
PERFORMANCE AUDIT
FOR THE YEAR ENDED JUNE 30, 2024**

SECTION III – FINDINGS AND CONCLUSIONS

OBTAINING AN UNDERSTANDING

Researching the Measure G1 ballot language and performance audit requirements previously mentioned.

- Requesting a copy of the approved education improvement plan or other documentation, such as a Measure G1 Funding Grant Request/Application, specific to Oakland Military Institute College Preparatory Academy.
- Reviewing meeting minutes of the public meeting held by the Oakland Unified School District’s Measure G1 Oversight Committee.
- Obtaining and reviewing a copy of the Measure G1 Certification Form submitted to Oakland Unified School District as signed by the school representative on June 3, 2024 as well as the Measure G1 Charter Reimbursement Request Form submitted and signed by the school representative on July 2, 2024.
- Obtaining all supporting documentation as it pertains to the Measure G1 Certification Form and the Measure G1 Charter Reimbursement Request Form.
- Obtaining an understanding of internal controls over payroll and human resources of Oakland Military Institute College Preparatory Academy as it pertains to management of salaries and benefits charged to Oakland Military Institute College Preparatory Academy as well as internal controls over cash disbursements as it pertains to non-personnel costs charged.

OUTCOME OF PERFORMANCE PROCEDURES

1. Detailed information on funding and expenditures associated with the Measure G1 grant agreed to general ledger information maintained for Oakland Military Institute College Preparatory Academy.
2. We selected a sample of 1 employees from a total of 2 with salary incentives charged to the Measure G1 grant. We reviewed supporting documentation, such as payroll register reports and tax reporting forms (W-2 forms), to ensure all individuals are valid school employees and all employees were deemed to be “school site educators.”
3. Based on review of the payroll incentive calculation, funding was fully expended on a 0.67% percentage increase for employees at the school site.
4. The Measure G1 Certification Form and related salary spreadsheet supporting expenditures charged to Measure G1 noted all funding expended on 2023-24 base salaries.
5. Through review of payroll records and personnel documentation, the funds appeared to supplement and not supplant educational activities as the additional bonus to school site personnel would not otherwise be available or required had Measure G1 funding not been available to the Academy.

**OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY
MEASURE G1 PARCEL TAX FUND ELECTION 2016
PERFORMANCE AUDIT
FOR THE YEAR ENDED JUNE 30, 2024**

OUTCOME OF PERFORMANCE PROCEDURES, CONTINUED

6. Auditor reviewed education improvement plans related to and approved use of actual expenditures charted to the Measure G1 Grant were Consistent with the Academy's approved plan. The Academy increased the Middle School music staff and the Middle School Mental Health Counseling. The funding expenditure was in line with the Academy's intention to offer additional faculty support to students. Per Auditor review the faculty expenditures charged for reimbursement were compared to the Academy's initial application and funding request information to verify that the funding was consistent with the approved plan. Funding expenditure appeared in line with the Academy's plan.
7. Based on our testing of payroll controls, there were no instances that would warrant a separate report on internal control weaknesses.
8. Through reviews of funding awarded and the Measure G1 Certification Form, the Measure G1 Charter Reimbursement Request Form, and related salary spreadsheet and other expenditures noting actual costs of \$99,627, the Measure G1 Parcel Tax revenues are confirmed as \$99,627.

CONCLUSION

The following conclusions and recommendations were made as it pertains directly to the program objectives: .

- We ensured the proceeds and expenditures of the Measure G1 Grant are fully accounted in the books and records of Oakland Military Institute College Preparatory Academy. There are no recommendations associated with this specific objective.
- We ensured 2023-24 expenditures are in support of allowable uses as per the ballot language and separately with respect to middle school grants and salary for school site educators. There are no recommendations associated with this specific objective.
- We reviewed the LCAP and proposed education improvements plan to confirm agreement with the goals of the Measure G1 Grant. There were no recommendations associated with this specific element.
- We conclude that all expenditures charged to the Measure G1 Grant were to supplement and not supplant current or required services or programs. There are no recommendations associated with this specific element.

Coversheet

Approve BP 5141.52 Suicide Prevention Policy

Section: VIII. Action Items
Item: B. Approve BP 5141.52 Suicide Prevention Policy
Purpose:
Submitted by: Shawna Lipsey
Related Material: Suicide Prevention Policy - DRAFT.pdf
AR 5141.52_ Suicide Prevention - DRAFT.pdf

BACKGROUND:

The Suicide Prevention Policy is designed to provide a clear framework for identifying, responding to, and supporting individuals at risk of suicide within the institution. It outlines preventative measures, training for staff, and procedures for offering immediate support, ensuring that students and staff have access to resources, care, and a safe environment. The policy aims to reduce risk, promote mental health awareness, and provide a compassionate, coordinated response in times of crisis.

RECOMMENDATION:

OMI Staff recommend the Board approve the Suicide Prevention Policy to prioritize the mental health and well-being of our community by ensuring clear protocols for identifying and supporting individuals at risk. This policy will foster a safer, more compassionate environment while demonstrating our commitment to providing critical resources and care.



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Superintendent: Dr. M.E. Streshly
Board Chairman: Honorable Edmund G. Brown



BP 5141.52
Suicide Prevention
Adoption Date:
Revision Date:

Suicide Prevention Policy

The Governing Board recognizes that suicide is a leading cause of death among youth, prevention is a collective effort that requires stakeholder engagement, and school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior, its impact on students and families, and other trauma associated with suicide, the Superintendent or designee shall develop measures, strategies, practices, and supports for suicide prevention, intervention, and postvention.

In developing policy and procedures for suicide prevention, intervention, and postvention, the Superintendent or designee shall consult with school and community stakeholders, school-employed mental health professionals, suicide prevention experts, and in developing policy for grades K-12, the county mental health plan. (Education Code 215)

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

Measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, interns, school counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers
2. Instruction to students in problem-solving, coping, and resiliency skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others
3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious



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Adoption Date:
Revision Date:

interrelationships among students

4. The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide
5. The provision of information to parents/guardians and caregivers regarding risk and protective factors, warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, the district's suicide prevention policy and procedures, basic steps for helping suicidal youth, the importance of communicating with appropriate staff if suicide risk is present or suspected, access to suicide prevention training, and/or school and community resources that can help youth in crisis
6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
7. Crisis intervention procedures for addressing suicide threats or attempts
8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide
9. Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with community mental health organizations, identification of resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide, students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning. (Education Code 215)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a



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Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. The Board may, at its discretion, review the policy more frequently. (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)



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Suicide Prevention

Staff Development

Suicide prevention training shall be provided to teachers, interns, counselors, and others who interact with students, including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers. The training shall be offered under the direction of a district counselor, psychologist, and/or social worker who has received advanced training specific to suicide and who may collaborate with one or more county or community mental health agencies. Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Additionally, staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe or traumatic stressor or loss, family instability, impulsivity, and other factors
3. Identification of students who may be at risk of suicide, including, but not limited to, warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum, promoting mental and emotional health, reducing the stigma associated with mental illness, and using safe and effective messaging about suicide
6. The importance of early prevention and intervention in reducing the risk of suicide



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Suicide Prevention

Revision Date:

7. School and community resources and services, including resources and services that meet the specific needs of high-risk groups
8. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for constant monitoring and supervision of the student, during the time the student is in the school's physical custody, while the immediate referral of the student to medical or mental health services is being processed
9. District procedures for responding after a suicide has occurred
10. Common misconceptions about suicide

The district may provide additional professional development in suicide risk assessment and crisis intervention to district mental health professionals, including, but not limited to, school counselors, psychologists, social workers, and nurses.

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age and developmentally appropriate manner and shall be designed to help students:

1. Identify and analyze warning signs and risk factors associated with suicide, including, but not limited to, understanding how mental health challenges and emotional distress, such as feelings of depression, loss, isolation, inadequacy, and anxiety, can lead to thoughts of suicide
2. Develop coping and resiliency skills for dealing with stress and trauma, and building self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults; school resources, including the district's suicide prevention, intervention, and referral procedures; and/or community crisis intervention resources where youth can get help



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5. Develop help-seeking strategies and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention
6. Recognize that early prevention and intervention can drastically reduce the risk of suicide

The Superintendent or designee may develop and implement school activities that raise awareness about mental health wellness and suicide prevention.

Student Identification Cards

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Intervention

The Superintendent or designee shall provide the name, title, and contact information of the members of the district and/or school crisis intervention team(s) to students, staff, parents/guardians, and caregivers and on school and district websites. Such notifications shall identify the mental health professional who serves as the crisis intervention team's designated reporter to receive and act upon reports of a student's suicidal intention.

Students shall be encouraged to notify a teacher, principal, counselor, designated reporter, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal, school counselor, or designated reporter, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, discussed, or referred to with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment, or to report child abuse and neglect as required by Penal Code 11664-11174.3. (Education Code 49602)



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Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults. When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision and providing comfort to the student until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.



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The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those at risk of imitative behavior should be identified and closely monitored. School staff may receive assistance from school counselors or other mental health professionals in determining how to best discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

Coversheet

Approve BP 5145.3 Sexual Harassment - Student Focused Policy

Section: VIII. Action Items
Item: C. Approve BP 5145.3 Sexual Harassment - Student Focused Policy
Purpose:
Submitted by: Shawna Lipsey
Related Material: Sex Discrimination and Sex-Based Harassment Policy - DRAFT.pdf

BACKGROUND:

The Sexual Harassment – Student Focused Policy is designed to protect students from any form of sexual harassment, ensuring a safe and respectful learning environment. It outlines the definition of sexual harassment, provides clear procedures for reporting incidents, and specifies the steps the institution will take to investigate and address complaints. The policy also emphasizes support for affected students, offering resources and protection from retaliation.

RECOMMENDATION:

The OMI Staff recommends that the Board approve the Sexual Harassment – Student Focused Policy to create a safer, more respectful environment for all students by clearly defining unacceptable behavior and providing a structured, supportive process for addressing complaints. This policy underscores our commitment to protecting students' rights and well-being while fostering a culture of accountability and respect.



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Board Chairman: Honorable Edmund G. Brown



BP 5145.7

Sex Discrimination and Sex-Based Harassment

Adoption Date:

Revision Date:

Sex Discrimination and Sex-Based Harassment Policy

The Governing Board is committed to maintaining a welcoming, safe, and supportive school environment that is free from discrimination and harassment. The Board prohibits at school or at school-sponsored or school-related activities, sex discrimination and sex-based harassment, as defined in the accompanying administrative regulation, targeted at any student, based on the student's actual or perceived sex; sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression; pregnancy, childbirth, termination of pregnancy or lactation, including related medical conditions or recovery; and, parental, marital, and family status.

Additionally, the Board prohibits retaliatory behavior or action against any person who complains or testifies about conduct that reasonably may constitute sex discrimination, including sex-based harassment, reports such conduct, or otherwise participates or refuses to participate in the complaint process established for the purpose of this policy. (Education Code 220.1; 34 CFR 106.71)

The district strongly encourages students who feel that they are being or have experienced sex discrimination, including sex-based harassment, on school grounds or at a school-sponsored or school-related activity, or off-campus when the conduct has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee.

Any employee who receives a report or observes an incident of sex discrimination, including sex-based harassment, by or against a student in a district education program or activity shall report the incident to the Title IX Coordinator within one workday. Once notified, the Title IX Coordinator shall ensure the complaint or allegation is addressed through Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures.

The Title IX Coordinator shall offer and coordinate supportive measures to be provided to the complainant and, if the district has begun grievance procedures or offered an informal resolution process to the respondent, offer and coordinate supportive measures to be provided to the respondent as deemed appropriate under the circumstances.

The Superintendent or designee shall ensure that all district staff are trained regarding the district's sex discrimination and sex-based harassment policy, and that all employees receive training related to their duties under Title IX as specified in Administrative Regulation



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BP 5145.7

Sex Discrimination and Sex-Based Harassment

Adoption Date:

Revision Date:

4119.11/4219.11/4319.11 - Sex Discrimination and Sex-Based Harassment. (34 CFR 106.8)

Instruction/Information

other caretakers of students. The Superintendent or designee shall ensure that all district students receive age-appropriate information on sex discrimination and sex-based harassment. Such instruction and information shall include:

1. What acts and behavior constitute sex discrimination and sex-based harassment, including the fact that sex discrimination and sex-based harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sex discrimination or sex-based harassment under any circumstance
3. Encouragement to report observed incidents of sex discrimination and sex-based harassment even when the alleged victim of the discrimination or harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sex discrimination or sex-based harassment incident will be addressed separately and will not affect the manner in which the sex discrimination or sex-based harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sex discrimination and sex-based harassment allegation that involves a student, whether as the complainant, respondent, or victim of the discrimination or harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sex discrimination and/or sex-based harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sex discrimination or sex-based harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sex discrimination or sex-based harassment and/or other students during an investigation



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Disciplinary Actions

Upon completion of an investigation of sex discrimination and/or sex-based harassment, any student found to have engaged in sex discrimination, and/or sex-based harassment or sexual violence, in violation of this policy, shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of sex discrimination and/or sex-based harassment, any employee found to have engaged in sex discrimination against, and/or sex-based harassment or sexual violence toward, any student, shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain records in accordance with law, including in accordance with 34 CFR 106.8 as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, and district policies and regulations, of all reported cases of sex-based harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

Coversheet

Approve BP 6158 Independent Study Policy

Section: VIII. Action Items
Item: D. Approve BP 6158 Independent Study Policy
Purpose:
Submitted by: Shawna Lipsey
Related Material: Regulation_ Short Term Independent Study - DRAFT.pdf
Short Term Independent Study Policy - DRAFT.pdf

BACKGROUND:

The Independent Study Policy outlines the process for students who need to take leave for expected or unexpected travel, allowing them to continue their academic work remotely. It provides guidelines for requesting, approving, and completing coursework during their absence, ensuring students can maintain academic progress while accommodating their travel needs. The policy ensures that students receive necessary support and resources to stay on track with their studies while away.

RECOMMENDATION:

It is the recommendation of the OMI Staff that the Board of Directors approve this independent study policy. This will allow students the flexibility to work remotely on their coursework during times of expected and unexpected travel. This policy supports students in maintaining academic progress without disruption, ensuring continuity in their learning experience.



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AR 6158

Short Term Independent Study

Adoption Date: TBD

Short Term Independent Study

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in-person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written short term independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

Educational opportunities offered through short term independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction
2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. Continuing and special study during travel
4. Volunteer community service activities and leadership opportunities that support and strengthen student achievement
5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance



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In addition, when requested by a parent/guardian due to an emergency or illness, short term independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

Equivalency

The district's short term independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in short term independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in short term independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide short term independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and district-owned devices adequate to participate in an short term independent study program and complete assigned work consistent with Education Code 51747, or to participate in an short term independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Short Term Independent Study

To participate in short term independent study, a student shall be enrolled in a district school. (Education Code 51748)

The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in short term independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in short term independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful.

A student with disabilities, as defined in Education Code 56026, may participate in short term independent study if the student's individualized education program (IEP) specifically provides



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for such participation. If a parent/guardian of a student with disabilities requests short term independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an short term independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in a short term independent study placement. (Education Code 51745) A parent/guardian and district may agree not to convene an IEP team meeting to make changes to a child's IEP and may instead develop a written document to amend or modify the current IEP (34 *Code of Federal Regulations* [CFR] 300.324[a][4]). If the parent/guardian and the district agree on an independent study placement then this change can be made via an IEP amendment.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through short term independent study. (Education Code 51745)

Responsibilities of Short Term Independent Study Administrator

The responsibilities of the short term independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as short term independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6
2. Approving or denying the participation of students requesting short term independent study
3. Facilitating the completion of written short term independent study agreements
4. Approving attendance credit earned through short term independent study
5. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Short Term Independent Study Teachers

Each student's short term independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)



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The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written short term independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Meeting with the student to discuss the student's progress as needed
5. Assessing student work and assigning grades or other approved measures of achievement



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BP 6158

Short Term Independent Study

Adoption Date:

Short Term Independent Study Policy

The Oakland Military Institute College Preparatory Academy (OMI) Board of Directors authorizes Short Term Independent Study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Short Term Independent Study shall offer a means of individualizing the educational plan to serve students who desire a more personalized educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. The Board recognizes that by offering a range of quality options, including classroom-based, hybrid, and non-classroom based programs, instruction is better tailored to meet students' needs, thereby improving academic outcomes.

As necessary to meet student needs, Short Term Independent Study may be offered on a short-term basis in conjunction with full or part-time classroom study. It is recommended that Short Term Independent Study shall last for no fewer than three (3) consecutive school days.

Short Term Independent Study coursework is aligned to grade-level standards that is substantially equivalent to in-person instruction. High school students will have access to all courses offered for graduation requirements and approved by the University of California or the California State University as creditable under the A-G admissions criteria through Short Term Independent Study.

A student's participation in Short Term Independent Study shall be voluntary. Short Term Independent Study can be course based or traditional. Students participating in Short Term Independent Study shall have the right, at any time, to return to the regular school program..

Parents/guardians of students who are interested in Short Term Independent Study may request that the school district conduct a telephone, videoconference, or in-person student-parent-educator conference or other school meeting during which the student, parent or guardian, or if requested by the parent, an education advocate, may ask questions about the educational options prior to signing agreements to participate in Short Term Independent Study. The Director or designee shall approve Short Term Independent Study for an individual student upon determining that the student is prepared to meet OMI's requirements for Short Term Independent Study.

Pursuant to Education Code Section 51745(c), an individual with exceptional needs, as defined in Section 56026, may participate in short term independent study, if the student's individualized education program developed pursuant to Article 3 (commencing with Section



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56340) of Chapter 4 of Part 30 specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests short term independent study pursuant to paragraph (5) of subdivision (a), the student's individualized education program team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in a short term independent study program. A student's inability to work independently, the student's need for adult support, or the student's need for special education or related services shall not preclude the individualized education program team from determining that the student can receive a free appropriate education in a short term independent study program. A parent/guardian and district may agree not to convene an IEP team meeting to make changes to a child's IEP and may instead develop a written document to amend or modify the current IEP (34 *Code of Federal Regulations [CFR]* 300.324[a][4]). If the parent/guardian and the district agree on an independent study placement then this change can be made via an IEP amendment.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code Section 48206.3 through independent study.

The Superintendent or designee shall ensure that each student participating in Short Term Independent Study will have an executed written master agreement that includes, but is not limited to, all the requirements of Education Code section 51747(g) for Short Term Independent Study or, as appropriate, a learning agreement that includes, but is not limited to, all of the requirements of Education Code section 51749.6 for students participating in Short Term Independent Study. Written agreements must be agreed upon and signed, in-person or electronically, by the student, parent, legal guardian, or caretaker if the student is under the age of 18, teacher of record, and the special education case manager of the student, if applicable, and a current written agreement for each Short Term Independent Study pupil shall be maintained on file. For a student participating in a short term Independent Study program scheduled to last no more than 15 cumulative school days within the same academic year, written agreements must be signed prior to the commencement of Short Term Independent Study.

Following the return from short term independent study, the maximum length of time which may elapse for completion of the assigned work will be no more than 10 consecutive school days.

Students enrolled in Independent Study may participate in interaction (defined as some contact with school personnel). These interactions may take place online, over the phone, or in person. Learning opportunity requirements vary by grade level.

Satisfactory educational progress is determined based on student achievement, and/or



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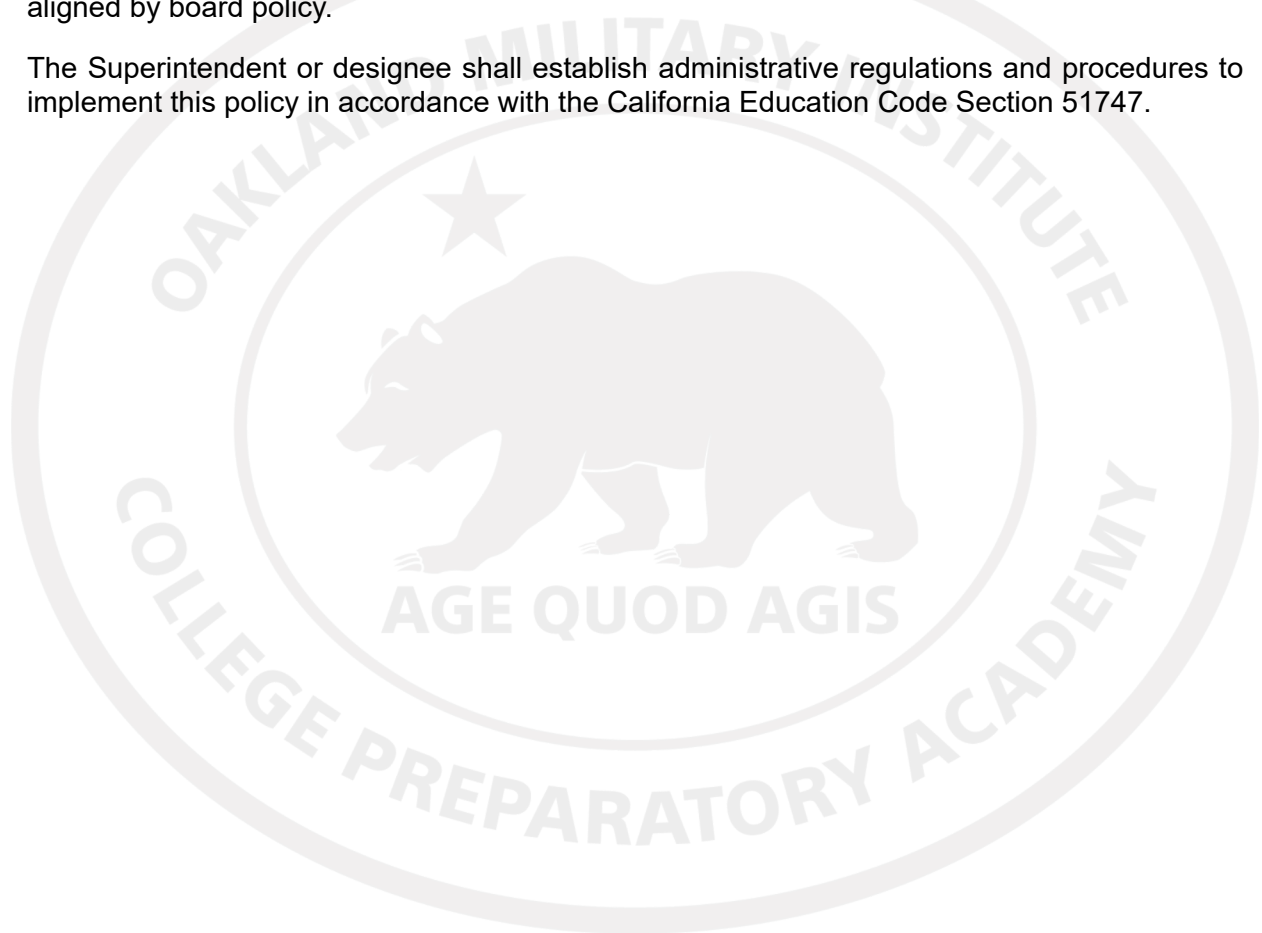
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completion of assignments, learning required concepts, and progress toward completion of the required work of study. A written record of the findings of the evaluation will be retained as aligned by board policy.

The Superintendent or designee shall establish administrative regulations and procedures to implement this policy in accordance with the California Education Code Section 51747.



Coversheet

Approve BP 6164.4 Independent Educational Evaluation Policy

Section: VIII. Action Items
Item: E. Approve BP 6164.4 Independent Educational Evaluation Policy
Purpose:
Submitted by: Shawna Lipsey
Related Material:
Regulation 6164.4_ Identification And Evaluation Of Individuals for Special Education - DRAFT.pdf

BACKGROUND:

The Independent Educational Evaluation (IEE) policy allows parents or guardians to request an external evaluation of their child's educational needs if they disagree with the school's assessment. This policy ensures that families have the option of an objective, third-party evaluation to support the development of an appropriate educational plan tailored to the child's unique needs. The school district may cover the cost of the evaluation under certain conditions, promoting transparency and collaboration between families and the school.

RECOMMENDATION:

It is the OMI Staff's recommendation that approving the Independent Educational Evaluation policy demonstrates a commitment to transparency, inclusivity, and collaboration with families. It ensures that students receive fair, well-rounded assessments, ultimately supporting individualized educational plans that meet each student's unique needs.



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AR 6164.4

Identification and Evaluation of Individuals for Special Education

Adoption Date:

Revision Date:

Identification and Evaluation of Individuals for Special Education

The Superintendent or designee shall ensure that the district's child find process includes the collection of data and, at reasonable intervals, the screening of such data to determine if students are making adequate progress, as appropriate.

A student shall be referred for special education instruction and services only after the resources of the regular education program have been considered and used where appropriate. (Education Code 56303)

However, the district shall ensure that evaluations of children suspected of having a disability are not delayed or denied because of the implementation of response to intervention strategies.

A parent/guardian or the district may initiate a request for an initial evaluation to determine if the student is a student with a disability. (34 CFR 300.301)

When a verbal referral is made, staff shall offer assistance to the individual to make the request in writing and shall assist the individual if the individual requests such assistance. (5 CCR 3021)

All referrals from school staff for an initial evaluation shall include a brief reason for the referral and description of the regular program resources that were considered and/or modified for use with the student and, when appropriate, the results of intervention. This documentation shall not delay the timelines for completing the assessment plan or assessment. (5 CCR 3021)

Initial Evaluation for Special Education Services

Before the initial provision of special education and related services to a student with a disability, the district shall conduct an individual initial evaluation of the student's educational needs related to all areas of suspected disability. (Education Code 56320; 34 CFR 300.301)

Upon receipt of a referral of any student for special education and related services, a proposed evaluation plan shall be developed within 15 calendar days, not counting days between the student's regular school sessions or terms or calendar days of school vacation in excess of five school days, unless the parent/guardian agrees, in writing, to an extension. If the referral is made within 10 days or less prior to the end of the student's regular school year or term, the proposed evaluation plan shall be developed within 10 days after the beginning of the next regular school year or term. (Education Code 56043, 56321)



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The proposed evaluation plan shall meet all of the following requirements: (Education Code 56321)

1. Be in a language easily understood by the general public
2. Be provided in the native language of the parent/guardian or other mode of communication used by the parent/guardian unless it is clearly not feasible
3. Explain the types of evaluation to be conducted
4. State that no individualized education program (IEP) will result from the evaluation without parent/guardian consent

A copy of the notice of a parent/guardian's rights and procedural safeguards shall be attached to the evaluation plan. (Education Code 56321)

The proposed written evaluation plan shall include a description of recent assessments conducted, including available independent assessments and assessment information requested by the parent/guardian to be considered, as well as information indicating the student's primary language and the student's primary language proficiency as determined by Education Code section 52164.1. (5 CCR 3022)

Before conducting an initial evaluation, the district shall provide the parent/guardian with prior written notice in accordance with 34 CFR 300.503. In addition, as part of the evaluation plan, the parent/guardian shall receive written notice that includes all of the following information: (Education Code 56329; 34 CFR 300.304, 300.502, 300.504)

1. Upon completion of the administration of tests and other evaluation materials, an IEP team meeting that includes the parent/guardian or the parent/guardian's representative shall be scheduled pursuant to Education Code 56341. At this meeting, the team shall determine whether or not the student is a student with disabilities, as defined in Education Code 56026, and shall discuss the evaluation, the educational recommendations, and the reasons for the recommendations.
2. When making a determination of eligibility for special education, the district shall not determine that the student is disabled if the primary factor for such determination is lack of appropriate instruction in reading, including the essential components of reading instruction as defined in 20 USC 6368, lack of appropriate instruction in mathematics, or limited English proficiency, if the student does not otherwise meet the eligibility criteria under 34 CFR 300.8.



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3. A copy of the evaluation report and the documentation of determination of eligibility shall be given to the parent/guardian.
 4. If the parent/guardian disagrees with an evaluation obtained by the district, the parent/guardian has the right to obtain, at public expense, an independent educational evaluation (IEE) of the student from qualified specialists, in accordance with 34 CFR 300.502. The parent/guardian is entitled to only one such evaluation at public expense each time the district conducts an assessment with which the parent/guardian disagrees.

If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of the student, an equivalent opportunity shall apply to the IEE. This equivalent opportunity shall apply to the student's current placement and setting as well as observation of the district's proposed placement and setting, if any, regardless of whether the IEE is initiated before or after the filing of a due process hearing proceeding.

5. The district may initiate a due process hearing pursuant to Education Code 56500-56508 to show that its evaluation is appropriate. If the final decision resulting from the due process hearing is that the evaluation is appropriate, the parent/guardian maintains the right for an IEE, but not at public expense.

If the parent/guardian obtains an IEE at private expense, the results of the IEE shall be considered by the district with respect to the provision of a free appropriate public education (FAPE) to the student, and may be presented as evidence at a due process hearing regarding the student. If the district observed the student in conducting its evaluation, or if its evaluation procedures make it permissible to have in-class observation of a student, an equivalent opportunity shall apply to an IEE of the student in the student's current educational placement and setting and in any educational placement and setting proposed by the district, regardless of whether the IEE is initiated before or after the filing of a due process hearing.

6. If the parent/guardian proposes a publicly financed placement of the student in a nonpublic school, the district shall have an opportunity to observe the proposed placement and, if the student has already been unilaterally placed in the nonpublic school by the student's parent/guardian, the student in that proposed placement. Any such observation shall only be of the student who is the subject of the observation and shall not include the observation or evaluation of any other student in the proposed placement unless that other student's parent/guardian consents to the observation or evaluation. The results of any observation or evaluation of another student in violation of



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Education Code 56329(d) shall be inadmissible in any due process or judicial proceeding regarding FAPE of that other student.

Parent/Guardian Consent for Evaluations

Consent means that the parent/guardian: (Education Code 56021.1; 34 CFR 300.9)

1. Has been fully informed, in the parent/guardian's native language or other mode of communication, of all information relevant to the activity for which consent is sought
2. Understands and agrees, in writing, to the carrying out of the activity for which parent/guardian consent is sought and the consent describes that activity and lists the records (if any) that will be released and to whom
3. Understands that the granting of consent is voluntary on the parent/guardian's part and may be revoked at any time
4. Understands that if the parent/guardian revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked). The district is not required to amend the education records of a student to remove any reference to the student's receipt of special education and services if the student's parent/guardian submits a written revocation of consent after the initial provision of special education and related services to the student.

Upon receiving the proposed evaluation plan, the parent/guardian shall have at least 15 days to decide whether to consent to the initial evaluation. The district shall not interpret parent/guardian consent for initial evaluation as consent for initial placement or initial provision of special education services. (Education Code 56321; 34 CFR300.300)

The district shall make reasonable efforts to obtain the consent of the parent/guardian for an initial evaluation or reevaluation of a student. (Education Code 56321; 34 CFR 300.300, 300.322)

The district shall maintain a record of its attempts to obtain consent, such as: (Education Code 56341.5)

1. Detailed records of telephone calls made or attempted and the results of those calls
2. Copies of correspondence sent to the parent/guardian and any responses received



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3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

If a parent/guardian refuses to consent to the initial evaluation or fails to respond to a request to provide consent, the district may, but is not required to, pursue an evaluation by utilizing the procedural safeguards, including the mediation and due process procedures pursuant to 20 USC 1415 and 34 CFR 300.506-300.516. (Education Code 56321; 34 CFR 300.300)

For a student who is a ward of the state and not residing with the student's parent/guardian, the district shall make reasonable efforts to obtain the consent from the parent/guardian of the student for an initial evaluation to determine whether the student is a student with a disability. The district may conduct an initial evaluation without obtaining consent if any of the following situations exists: (Education Code 56321.1; 20 USC 1414; 34 CFR 300.300)

1. Despite reasonable efforts to do so, the district cannot discover the whereabouts of the parent/guardian of the student
2. The rights of the parent/guardian of the student have been terminated in accordance with state law
3. The rights of the parent/guardian to make educational decisions have been subrogated by a judge in accordance with state law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the student

The district need not obtain parent/guardian consent before reviewing existing data as part of an evaluation or reevaluation, or before administering a test or other evaluation that is administered to all students, unless consent is required from the parents/guardians of all students. (Education Code 56321; 34 CFR 300.300)

Conduct of the Evaluation

Within 60 calendar days of receiving parental consent for the initial assessment of a student, not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five schooldays, a determination whether the student is eligible for special education and the educational needs of the student shall be made, an IEP team meeting shall occur, and an IEP shall be developed, unless the parent/guardian agrees in writing to an extension, pursuant to Education Code 56344. If the 60-day time is interrupted by a student school vacation, the 60-day time shall recommence on the date that student schooldays reconvene and a meeting to develop an IEP for the student shall be conducted within 30 days of a determination that the student needs special education and related services. (Education Code



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56043, 56344)

However, when a referral has been made for a student 30 days or less prior to the end of the regular school year, an IEP required as a result of an assessment of the student shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56043, 56344; 34 CFR 300.301, 300.323)

The evaluation shall be conducted by qualified personnel who are competent to perform the assessment as determined by the district. (Education Code 56322)

In addition, evaluations and reevaluations shall be administered by qualified personnel who are competent in the oral or sign language skills and written skills of the student's primary language or mode of communication and have a knowledge and understanding of the cultural and ethnic background of the student. If it is clearly not feasible to do so, an interpreter shall be used, and the assessment report shall document this condition and note that the validity of the assessment may have been affected. The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance shall not be diagnosed as a disabling condition. (5 CCR 3023)

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services. (Education Code 56321; 20 USC 1414; 34 CFR 300.302)

In conducting the evaluation, the district shall use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the student. The district shall also use any information provided by the parent/guardian that may assist the district in making the determination as to whether the student is a student with a disability and, if so, the necessary components of the student's IEP when the IEP is developed, including information related to enabling the student to be involved in and to progress in the general education curriculum. (34 CFR 300.304)

The district's evaluation shall not use any single measure or assessment as the sole criterion for determining whether a student is a student with a disability and for determining the appropriate educational program for the student. The assessment shall use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors in addition to physical or developmental factors. (Education Code 56320; 34 CFR 300.304)

The district shall also ensure that assessments and other evaluation materials provide relevant information that assists in determining the student's educational needs and are: (Education



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Code 56320; 34 CFR 300.304)

1. Selected and administered so as not to be discriminatory on a racial, cultural, or sexual basis
2. Provided and administered in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer
3. Used for the purposes for which the assessments or measures are valid and reliable
4. Administered by trained and knowledgeable personnel except that individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist
5. Administered in accordance with any instructions provided by the producer of the assessments
6. Tailored to assess specific areas of educational need and not merely designed to provide a single general intelligence quotient
7. If administered to a student with impaired sensory, manual, or speaking skills, selected and administered to best ensure that the results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

Students shall be assessed in all areas related to the suspected disability, including, if appropriate, health and development, vision (including low vision), hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status. When appropriate, a developmental history shall be obtained. For students with residual vision, a low vision assessment shall be provided in accordance with guidelines established pursuant to Education Code 56136. The district shall ensure that the evaluation is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the disability category in which the student has been classified. (Education Code 56320; 34 CFR 300.304)

As part of the initial evaluation and any reevaluation, the IEP team and other qualified



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professionals shall, if appropriate, review existing evaluation data on the student, including evaluations and information provided by the parents/guardians, current classroom-based local or state assessments and classroom-based observations, and observations by teachers and related services providers. On the basis of that review and input from the student's parent/guardian, the team shall identify what additional data, if any, are needed to determine: (Education Code 56381; 34 CFR 300.305)

1. Whether the student is a student with a disability, or in the case of a reevaluation, whether the student continues to have a disability, and the educational needs of the student
2. The present levels of academic achievement and related developmental needs of the student
3. Whether the student needs, or continues to need, special education and related services
4. Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the student's IEP and to participate, as appropriate, in the general education curriculum.

If a student has transferred from another district in the same school year or leaves this district, the district shall coordinate with the student's prior or subsequent district as necessary and as expeditiously as possible to ensure prompt completion of full evaluations. (Education Code 56320; 34 CFR 300.304)

Evaluation Report

The personnel who evaluate the student shall prepare a written report of the results of each evaluation. The report shall include, but not be limited to, the following: (Education Code 56327)

1. Whether the student may need special education and related services
2. The basis for making the determination
3. The relevant behavior noted during the observation of the student in an appropriate setting
4. The relationship of that behavior to the student's academic and social functioning
5. The educationally relevant health, developmental, and medical findings, if any



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6. For students with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without special education and related services
7. A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate
8. The need for specialized services, materials, and equipment for students with low incidence disabilities, consistent with Education Code 56136

Eligibility Determination

Upon completion of the administration of assessments and other evaluation measures, a group of qualified professionals and the parent/guardian shall determine whether the student is a student with a disability as defined in 5 CCR 3030 and 34 CFR 300.8 and, if so, the student's educational needs. In interpreting the data, the group shall draw information from a variety of sources, including aptitude and achievement tests, parent/guardian input, and teacher recommendations, as well as information about the student's physical condition, social or cultural background, and adaptive behavior. The group shall ensure that the information obtained from these sources is documented and carefully considered. (34 CFR 300.306)

When making a determination of eligibility for special education and related services, the district shall not determine that a student is disabled if the primary factor for such determination is a lack of appropriate instruction in reading, including the essential components of reading instruction pursuant to 20 USC 6368, lack of instruction in mathematics, limited English proficiency, or that the student does not otherwise meet the eligibility criteria. (Education Code 56329; 34 CFR 300.306)

The normal process of second-language acquisition, as well as manifestations of dialect and sociolinguistic variance, shall not be diagnosed as a disabling condition. (5 CCR 3023)

Independent Educational Evaluation

An *independent educational evaluation* is defined as an evaluation conducted by a qualified examiner who is not employed by the district. (34 CFR 300.502)

Public expense means that the district either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent/guardian. (34 CFR 300.502)

The parents/guardians of a student with a disability have the right to obtain an IEE at public



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expense under the same criteria, including the location of the evaluation and the qualifications of the examiner, that the district uses for a district-initiated evaluation. (34 CFR 300.502)

The parent/guardian is entitled to only one IEE at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. (Education Code 56329; 34 CFR 300.502)

If a parent/guardian has requested an IEE, the district may ask for the reason that the parent/guardian objects to the district's evaluation. However, the parent/guardian is not required to provide an explanation and the district may not unreasonably delay either providing the IEE at public expense or filing a due process complaint to request a due process hearing to defend the public evaluation. (34 CFR 300.502)

Upon receiving the request for an IEE, the district shall, without unnecessary delay, either: (34 CFR 300.502)

1. File a due process complaint to request a hearing to show that its evaluation is appropriate
2. Ensure that an IEE is provided at public expense, unless the district demonstrates at a hearing that the evaluation obtained by the parent/guardian did not satisfy the district's criteria

If a due process hearing decision determines that the district's evaluation is appropriate, then the parent/guardian may obtain an IEE but not at public expense. (Education Code 56329; 34 CFR 300.502)

In any decision made with respect to providing FAPE to a student with a disability, the result of any IEE obtained by the student's parent/guardian shall be considered by the district if it meets district criteria. Any such result also may be presented as evidence at a hearing on a due process complaint. (Education Code 56329; 34 CFR 300.502)

Coordinating Transitions

The district designates the individual listed below as the main point of contact for coordinating and completing, with other agencies and persons, the transition of a child and family from infant/toddler programs to preschool (Part C to Part B of the federal Individuals with Disabilities Education Act), including establishing practices to educate and support families during the transition: (Government Code 95008)



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Reevaluation

A reevaluation shall be conducted when the district determines that the educational or related service needs of the student, including improved academic achievement and functional performance, warrant a reevaluation or if the student's parent/guardian or teacher requests reevaluation. Such reevaluations shall occur every three years, unless the parent/guardian and district agree in writing that a reevaluation is unnecessary. A reevaluation may not occur more than once a year, unless the parent/guardian and the district agree otherwise. (Education Code 56043, 56381; 34 CFR 300.303)

The district shall ensure that any reevaluations of the student are conducted in accordance with the evaluation procedures pursuant to 34 CFR 300.304-300.311. (34 CFR 300.303)