



Oakland Military Institute, College Preparatory Academy

Regular Board Meeting

Published on January 19, 2026 at 3:02 PM PST

Date and Time

Thursday January 22, 2026 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			
II. Opening Items			4:00 PM

	Purpose	Presenter	Time
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A. Roll Call

B. Call the Meeting to Order

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.

C. Public Comment

3 m

INVITATION TO ADDRESS THE BOARD: Non-Agenda, Agenda, and Closed Session items.

Summary: The Board encourages public comment concerning any item of importance and will recognize requests to speak before the item is discussed or voted upon. To assure your rights to address any action item, please notify the Executive Director's Office of your desire to speak by noon the day prior to the Board Meeting; however, we will also make comment cards available at the podium. Those requesting to address the Board will have a total of two (2) minutes.

The Board encourages public comment concerning any item of importance and will recognize requests to speak on items not appearing on the Agenda. Speakers should be aware that the Board members are not permitted to comment on the issues they raise, but may request those items to be properly agendized for inclusion in the discussion at a future meeting.

If anyone has any questions or concerns, please contact the Executive Assistant to the Superintendent/Commandant Liaison Mr. Carlos Rodriguez at crodriguez@omiacademy.org.

D. Ordering of the Agenda

III. Approval of Consent Items

4:03 PM

A. Minutes of December 11, 2025 Board Meeting

Approve
Minutes

Carlos Rodriguez

1 m

B. Personnel Report

Kathryn Wong

5 m

C. New Contracts

CMSgt (CA)
Thomas James

10 m

	Purpose	Presenter	Time
IV. Cadet Commander Report			4:19 PM
A. Cadet Commander's Report			
V. Superintendent's Update			4:19 PM
Dr. Streshly will provide the OMI Board an update on the following items:			
	<ul style="list-style-type: none">• Councilmember Gallo and Councilmember Unger Visit Review• Recruitment Activities Progress Report• CORE growth data & charter renewal update		
A. CORE Growth Data		Mary Streshly	5 m
VI. Information/Discussion Items			4:24 PM
A. Math Committee Report		Jonathan Pike	5 m
B. Legislature Update: New Laws Affecting CA Public Schools		CMSgt (CA) Thomas James	5 m
C. Financial Update		Jessika Welcome	5 m
D. Van Purchase Update		CMSgt (CA) Thomas James	5 m
VII. Action Items			4:44 PM
A. Approve School Accountability Report Card [SARC]		Jessika Welcome	5 m
B. Approve Declaration of Needs for Fully Qualified Educators			3 m
VIII. Board Member Comments			
IX. Future Planning			

	Purpose	Presenter	Time
A. Governance Calendar			
X. Closing Items			4:52 PM
A. Adjourn Meeting	Discuss	Jerry Brown	1 m

Coversheet

Minutes of December 11, 2025 Board Meeting

Section:	III. Approval of Consent Items
Item:	A. Minutes of December 11, 2025 Board Meeting
Purpose:	Approve Minutes
Submitted by:	Carlos Rodriguez
Related Material:	Minutes for Regular Board Meeting on December 11, 2025

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on December 11, 2025.

RECOMMENDATION:

The OMI Board of Directors approves the attached minutes for the Regular Board Meeting held on December 11, 2025.

APPROVED



Oakland Military Institute, College Preparatory Academy

Minutes

Regular Board Meeting

Date and Time

Thursday December 11, 2025 at 4:00 PM

Location

Address: 3877 Lusk St. Oakland, CA 94608

Room: B104, B Side Building

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Directors Present

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

Directors Absent

B. Cross

Guests Present

C. James, C. Rodriguez, J. Pike, K. Wong, M. Streshly, S. Lipsey, Z. Texeira

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 Dec 11, 2025 at 4:06 PM.

C. Public Comment

There were no public comments at this board meeting.

D. Ordering of the Agenda

J. Wire made a motion to move the recruiting update to the Superintendent Update in order for the recruiting update to come before the Awards ceremony.

M. Mares seconded the motion.

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

II. Adjourn to Closed Session

A. Adjourn to Closed Session

Adjourned to closed session at 4:08 pm.

III. Reconvene to Open Session

A. Reconvene to Open Session

Reconvened to open session: 4:23pm

Announcement of Actions Taken: no actions

IV. Approval of Consent Items

A. Minutes of November 20, 2025 Board Meeting

A. Campbell Washington made a motion to approve the minutes from Regular Board Meeting on 11-20-25.

J. Wire seconded the motion.

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

B. Personnel Report

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

J. Wire seconded the motion.

Marc Mares mentioned to the OMI Staff that he would like to see the length of time that each position has been vacant on the personnel report.

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

C. New Contracts

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

J. Wire seconded the motion.

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

D. 2025-2026 Winter Consolidation Application Report

A. Campbell Washington made a motion to approve the 2025-2026 Winter Consolidation Application Report.

J. Wire seconded the motion.

This is an annual application in order to continue receiving our federal entitlement funds (Title I, II, III, IV). It is the same process the OMI Board of Directors have approved annually.

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

V. Cadet Commander Report

A. Cadet Commander's Report

Bill Tran and Keeghan Senft gave the presentation to the board.

Cadet Senft mentioned that the cadet commander position has changed hands from C/MAJ Bryan Ramos to C/CPT Thalia Lopez.

The cadet leaders took a survey of the cadets about the CAASPP end of the year testing incentive to do well on the test. The cadet leaders concluded that the incentive that got the most votes was a field trip to Santa Cruz Beach Boardwalk.

The OMI leadership team was notified that a cadet from OMI was chosen to go on an excursion to India with the India Cadet Corps. The cadet will be in India for two weeks in January.

VI. Staff of the Year Recognition Ceremony [Intermission]

A. Ceremony

Dr. Streshly mentioned that the WASC people said it was wonderful. The three year mid cycle went well.

Governor Brown, Dr. Streshly, and CMSgt (CA) James congratulated the following staff for their Staff of the Year recognition.

Ken Kusactay
CPO Chance Barker
Diane Au
Adolfo Villa Aguilar
Carlos Rodriguez
Francisco Simoncini
SGT Anthony Caro
SSG Aqeel Ahmed
Timothy Murray

B. Reception

Adjourned for reception 5:22pm
Reconvened: 5:35pm

VII. Information/Discussion Items

A. Cadet Recruitment Activities for November/December

Ms. Rodriguez and Mr. Tramutola explained her part in the system and mentioned that the biggest part of this section of the recruiting process is the phone banking. Ms. Rodriguez is on track to call every OMI family by the end of January. The most positive and frequent feedback that Ms. Rodriguez and her team have gotten has been about the math tutoring program.

Some of the limitations that they have experienced is the language barriers and the time that the team can call.

A total of 92 applications were submitted so far and that is a 45% increase from this time last year. There has been no advertisement other than word of mouth at the time of the board meeting and it has been working tremendously.

B. Math Committee Report

Mr. Pike explained that OMI would be having math tutoring sessions during the break. The small group session times will increase in the 7th grade grades to five days per week.

CMSgt (CA) James mentioned that there were 41 cadets at the Saturday tutoring sessions and twelve tutors were present to assist those cadets.

The tutors are monitoring which cadets have a C grade or lower and are actively calling their parents to offer their tutoring services.

VIII. Action Items

A. Approve Final Audit Report

M. Mares made a motion to approve the final audit report.

A. Campbell Washington seconded the motion.

Kyle Holtz and Alex Delgado explained that there were no findings in the audit.

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

B. Approve AR 3420 - Fiscal Accountability, Internal Controls, and Disbursement Authorization

M. Mares made a motion to approve AR 3420 - Fiscal Accountability, Internal Controls, and Disbursement Authorization.

J. Wire seconded the motion.

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

C. Approve Update to OMI Bridge Bank Authorized Signers

M. Mares made a motion to approve Update to OMI Bridge Bank Authorized Signers.

A. Campbell Washington seconded the motion.

The Board of Directors acknowledged that all of the signers listed below are the only signers on the accounts, effectively removing Shawna Lipsey and Christopher Lee, and adding our Business Manager, Carlos Rodriguez.

Dr. Mary Streshly, Superintendent

CMSgt (CA) Thomas James, Commandant/CBO

Kathryn Wong, Human Resources Manager

Carlos Rodriguez, Business Manager

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

D. Approve Superintendent Contract Addendum

A. Campbell Washington made a motion to approve Superintendent Contract Addendum.

M. Mares seconded the motion.

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

E. Approve Salary Schedule Revision

A. Campbell Washington made a motion to approve Salary Schedule Revision.

M. Mares seconded the motion.

Marc Mares would like to see the Dual Enrollment Coordinator stipend be increased because it is a heavy load job.

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

IX. Board Member Comments

A. Board Member Comments

No board member comments at this meeting.

X. Closing Items

A. Adjourn Meeting

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

M. Mares 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 6:21 PM.

Respectfully Submitted,

J. Brown

Coversheet

Personnel Report

Section: III. Approval of Consent Items
Item: B. Personnel Report
Purpose:
Submitted by:
Related Material: Staff Changes 25-26 for BM - DEC 6-Jan 16.pdf
Staff Changes 25-26 for BM - Military Staff Jan 2026.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 December 11, 2025.

RECOMMENDATION:

The Superintendent and the Human Resources Manager recommend that the OMI Board approve the personnel report in the attached document.

Oakland Military Institute (OMI) College Preparatory Academy School Staff as of December 5, 2025, - January 15, 2026						
New Hire:				FTE		
Last Name	First Name	Job Title Description				Start Date / Separation Date:
Lopez	German	Campus Monitor		1		1/5/2026
Goesling	Samuel	Mathematics Tutor		1		1/5/2026
Transfers:						
Last Name	First Name	Job Title Description	New Title	OLD FTE	New FTE	
Mahamud	Zakreya	Mathematics Tutor		0.5	1	1/5/2026
Serrano	Yahir	Mathematics Tutor		1	0.5	1/5/2026
Fu	James	Mathematics Tutor	Substitute Teacher			1/5/2026
Manriquez	Iris	Mathematics Tutor	Substitute Teacher			1/5/2026
Rivera Castro	Leonel	Mathematics Tutor	Substitute Teacher			1/5/2026
Supak	Mayzee	Mathematics Tutor	Substitute Teacher			1/5/2026
August	Christiena	Substitute Teacher	Long-Term Substitute Teacher			1/5/2026
Separations:						
Last Name	First Name	Job Title Description				Date:
Lein	Anna					11/18/2025
Teacher/Staff Vacancies:						
		Campus Monitor	12/1/2025	1		
		MS Science Teacher	8/7/2025	1		
		Education Specialist	8/7/2025	1		
		School Psychologist	8/7/2025	1		

Oakland Military Institute (OMI) College Preparatory Academy School Military Staff as of November 1, 2025 - January 1, 2025				
New Hire:			FTE	Start Date / Separation Date:
Last Name	First Name	Job Title Description		
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		
Separations:				
Last Name	First Name	Job Title Description		
Administrative Time Off:				
Last Name	First Name	Job Title Description		
Schlater	Jesse	TAC NCO		Beyond 60 days

Coversheet

New Contracts

Section: III. Approval of Consent Items

Item: C. New Contracts

Purpose:

Submitted by:

Related Material:

EDCOE Co-Sponsor Agreement 2026-2027.pdf

MSA + Order Form (Oakland Military Institute, College Preparatory Academy and Parallel Learning, Inc.).pdf

Assurance-Statements-and-Partnership-Agreements - Oakland Military Academy - signed.pdf

BACKGROUND:

In accordance with the recent fiscal policy approval regarding the superintendent's contract approval authority expansion of "up to \$100,000" during the June 25, 2025, board meeting, the OMI Board of Directors must approve all contracts for services over \$100,000 and ratify contracts under \$100,000.

Attached you will find:

Contract #1:

Contract #2:

Contract #3:

Contract #4:

Contract #5:

Contract #6:

Contract #7:

RECOMMENDATION:

The Superintendent recommends the OMI Board of Directors approve the attached open contracts with the potential of reaching or exceeding \$100,000 during the time period of July 1, 2025- June 30, 2026, and ratify open contracts authorized by the superintendent under \$100,000.



EL DORADO COUNTY OFFICE OF EDUCATION

Dr. Ed Manansala

El Dorado County Superintendent of Schools

Co-Sponsor Agreement

2026 - 2027 Academic Year

EDCOE/Teachers College of San Joaquin (TCSJ) is a one-year teacher preparation experience that provides candidates 1) intense clinical practice, 2) mentoring and coaching, 3) a coherent vision of teaching, 4) integration of coursework and clinical experiences, and 5) partnerships as the driving force for change and improvement.

When placing a resident in the program, *EDCOE/Teachers College of San Joaquin (TCSJ)*, a co-sponsor agreement between all partners must be in place in order to comply with CA Commission on Teacher Credentialing (CCTC) requirements. This document describes roles and responsibilities of the three partners: El Dorado County Office of Education (EDCOE) serving as the Local Education Agency (LEA), Teachers College of San Joaquin (TCSJ) serving as the Institute of Higher Education (IHE), and the El Dorado County Charter SELPA LEAs. These entities agree that developing highly effective teachers in this residency program is a shared responsibility; therefore, the following agreements shall be in place:

RESPONSIBILITIES OF THE EL DORADO COUNTY OFFICE OF EDUCATION (LEA):

EDCOE agrees to:

1. Employ a residency director who will work closely with all El Dorado County partnering LEAs to ensure all CCTC program standards are met. The residency director will:
 - a. Collaborate with LEA partners to ensure residents become immersed in the culture of the partnering LEA and are successful in their placement;
 - b. Facilitate collaborative efforts to identify and select the mentor teachers and cohort settings;
 - c. Track performance of residency program against grant and program goals;
 - d. Oversee the continual development of the residency program;
 - e. Facilitate monthly Teacher Residency LEA Partner meetings;
 - f. Manage grant funds;
 - g. Provide orientation and training for the mentor teachers which includes, but is not limited to effective coaching techniques, adult learning theory, and current instructional practices;
 - h. Establish effective and on-going communication with partnering LEA personnel and EDCOE personnel as appropriate to ensure a successful teaching experience for the resident;
 - i. Develop program instruments and benchmarks including: Observation protocols, rubrics, benchmarks for classroom performance, alignment to Cycles 1 and 2 of the Teacher Performance Assessments (CalTPA);
 - j. Provide a supervisor who will gather observational data and identify professional development needs for residents and mentor teachers;
2. Provide grant funds to the LEA to disperse to the mentor teacher, as grant funds allow, for their work with residents.
3. Provide grant funds to the LEA for the monthly cost of living stipend to the resident teacher.

RESPONSIBILITIES OF THE TEACHERS COLLEGE OF SAN JOAQUIN (IHE):

The responsibilities of TCSJ are to oversee the residency program including the following:

1. Work closely with EDCOE in the design and implementation of the residency program;
2. Confirm mentor teachers selected from the partnering LEAs meet criteria outlined by CTC;
3. Provide all CCTC required coursework for the preliminary credential and assist with questions or issues in regard to credentialing;
4. Ensure that residents are prepared for two Teacher Performance Assessments (TPAs) which will be taken in the fall and spring;
5. Verify that residents complete all requirements for the credential they are pursuing;
6. Recommend residents to CCTC for a preliminary credential.

RESPONSIBILITIES OF PARTNERING LEAs

The partnering LEA agrees to:

1. Provide potential mentor teachers who agree to and meet the following minimum qualifications:
 - a. Hold a valid corresponding clear or life credential in the content area of the resident they are supporting;
 - b. Have three years of credentialed teaching experience;
 - c. Have a record of successful teaching as demonstrated, at a minimum, by satisfactory evaluations for the preceding three years;
 - d. Complete 10 hours of professional learning, provided by EDCOE/TCSJ;
 - e. Complete and submit an EDCOE application to be a mentor teacher;
 - f. Agree to be observed by the director of teacher residency.
2. Place residents with a mentor teacher in an assignment that aligns with the credential being pursued (Mild/Moderate, Extensive Support Needs);
3. Place residents with a mentor teacher in a teaching assignment three days a week. Residents also have the option to substitute teach in their LEA when they are not with their mentor.
4. Place residents in a setting where video capture is permitted for candidate reflection, clinical fieldwork observation, and Teaching Performance Assessments (TPAs);
5. Assign residents to a site with a fully qualified site administrator who is aware of the shared responsibilities set forth in this agreement;
6. Share observations and feedback regarding resident performance with the mentor teacher as well as the director of the residency program;
7. Attend and participate in the monthly Teacher Residency LEA Partner meetings;
8. Collaborate with the director of teacher residency to determine data collection strategies for both individual residents and the program as a whole;
9. Respond to requests for evaluation data as requested by the CCTC and the residency program;
10. Inform ongoing feedback of program adjustments needed to enhance district and EDCOE/TCSJ partnership;
11. Not hire the resident as an intern, once the resident is placed within the partnering LEA;
12. Ensure that all required employment practices are in place prior to resident placement; this includes fingerprinting through the DOJ and all standard employment requirements in the state of California for public educators.

13. Provide release time to employees in order for them to present expertise to residents and/or mentor teachers; with prior district approval.
14. Commit to minimally contributing \$1,000 to each mentor stipend and \$4,000 to each resident stipend if a resident is assigned to an LEA.

SHARED ROLES AND RESPONSIBILITIES (PARTNERING LEA AND IHE):

Oversight of mentorship is a collaborative job shared by the residency director, mentor teacher, and school administrator. Mentoring is an integral part of the EDCOE/TCSJ program. EDCOE/TCSJ will provide training for the mentor teachers. The responsibilities of the mentor teacher shall include:

1. Co-teaching, co-planning, and co-assessing alongside the resident for the full school year;
2. Supporting the resident in the gradual release of responsibility towards independent teaching;
3. Documenting mentor teacher support and resident's growth. This is a shared responsibility between the mentor teacher and the residency director.
4. Allow, after parent permission is granted, the mentor teacher and/or supervisor and/or residency coordinator to observe residents during an Individualized Educational Program (IEP) meeting, or failing that, to debrief with a participating educational agency administrator/specialist who was present at a recent IEP meeting conducted by the resident.

If the placement of the resident with the mentor teacher is unsuccessful, the residency director and partnering LEA representative will work together to identify a possible solution. If there is not a resolution, the partnering LEA and residency coordinator will look for an alternate mentor teacher in the LEA. If there is disagreement about the potential of a resident, and the LEA no longer wishes to place the resident in their LEA, EDCOE will seek out an alternate LEA for placement. If both parties agree that the resident is an unsuitable candidate, EDCOE will dismiss the resident from the program.

PARTNERING LEA:

Name of LEA:	Oakland Military Institute Academy
Mailing Address:	3877 Lusk St., Oakland, CA 94608
Contact Person:	Zandra Texeira, Coordinator of Student Services
Telephone:	510-594-3911
Email:	ztexeira@omiacademy.org

The signatures below indicate that the partnering LEA has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2026-2027 academic year:

Name of Approving Official: Zandra Texeira

Position/Title: Coordinator of Student Services

Signature of Approving Official: Z. J. T.

Resident Recruitment Timeline

First Steps:

- Sign Co-Sponsor Agreement for upcoming year [HERE](#). Return to Ellen Kroon, Program Assistant at EDCOE, at ekroon@edcoe.org by **January 9, 2026**.
- Teacher Residents must be placed in a classroom with a qualified mentor teacher for the entire school year. Reach out to STRONG mentor teachers and share the [mentor info page](#).
 - Mentors must have a clear credential that matches the credential that the resident is earning and at least three years of teaching experience.
 - Mentors should be **highly recommended** by their administrators and peers.
 - We are happy to share about mentor responsibilities and/or answer questions about the role.
- Keep in mind TCSI's admission requirements for the program when you are talking with potential candidates:
 - Bachelor's degree
 - Certificate of Clearance
 - Subject Matter Competency (or progress toward completion)
 - US Constitution Requirement (often met through coursework or exam)
- Application due date is **April 1, 2026 at 5:00 pm**.

Resident Recruitment:

Reach out to all people in your community who have their bachelor's degree or are close to finishing. Connect with paras, parents, substitutes, etc. Here are some ideas from other programs:

- Post an ongoing position on EdJoin. This position can advertise your stipend or any other financial opportunity or incentive. Here are some [examples](#).
- Set up a table at your job fairs to share about the residency pathway in your LEA.
- Share the EDCOE teacher residency website [HERE](#).
- Send out the [Charter SELPA Residency flyer](#) to post in school break rooms or in other common places

Recruitment Timeline

Activities	
December/ January	<ul style="list-style-type: none"> ● Personalize flyer for your LEA ● Seek out highly qualified classified staff and/or substitutes with a Bachelor Degree ● Place flyers in school break rooms. ● Share info via LEA social media posts. ● Reach out to STRONG mentor teachers and share the mentor info page. <ul style="list-style-type: none"> ○ Mentors must have a clear credential that matches the credential that the resident is earning and at least three years of teaching experience. ○ Mentors should be highly recommended by their administrators and peers. ○ We are happy to share about mentor responsibilities and/or answer questions about the role.
April	<ul style="list-style-type: none"> ● EDCOE Applications are due April 1, 2026 by 5:00 pm.

	<ul style="list-style-type: none"> ● Between April 1-24, applicants will be interviewed. Carolyn/Kim will reach out to schedule online interviews. ● LEA determines mentor matches by April 24, 2026. ● Accepted applicants will complete TCSJ application between April 29-May 1 (9:00 pm).
June	<ul style="list-style-type: none"> ● TCSJ admits and enrolls residents who meet application and admission requirements by June 1, 2026. ● Encourage residents to complete CSETs if not yet finished. ● Help onboard residents at school sites. ● Each LEA onboards residents through the substitute hiring process. ● LEA provides technology access and/or other needed resources. ● Mentors complete asynchronous training. ● Administrators/residents/mentors begin monthly check-in meetings with EDCOE partners.
July/Aug	<ul style="list-style-type: none"> ● Residents begin coursework mid July, 2026. ● Mentors and residents attend 3 online sessions together (several dates to choose from) ● Residents should attend all meetings that their mentor attends before the beginning of the school year. ● Residents are onboarded and introduced to staff. ● Check in with residents regarding their on-boarding progress, answer questions, etc. ● See <u>LEA Support for Currently Placed Residents and Mentors document</u> for a list of activities to help ensure your resident feels supported during the school year.

*NONPUBLIC, NONSECTARIAN
AGENCY SERVICES*

MASTER CONTRACT

2025-26

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC AGENCY SERVICES

LEA OAKLAND MILITARY INSTITUTE, COLLEGE
PREPARATORY ACADEMY
Contract Year 2025-26

Type of Contract:

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

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2025-26

CONTRACT NUMBER:

**LOCAL EDUCATION AGENCY: Oakland Military Institute, College
Preparatory Academy**

NONPUBLIC AGENCY:

PARALLEL LEARNING, INC.

**NONPUBLIC, NONSECTARIAN AGENCY SERVICES
MASTER CONTRACT**

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on December 12, 2025 (“Effective Date”), between Oakland Military Institute, College Preparatory Academy, hereinafter referred to as the local educational agency (“LEA”) and Parallel Learning, Inc., a Delaware corporation (and 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) (the “Purpose”). It is understood that this agreement does not (a) apply to any technology or other services provided by CONTRACTOR to LEA which may be supplemental, but are not directly in furtherance of, the Purpose (and for clarity, such technology and other services includes CONTRACTOR’s proprietary platform and services related thereto), or (b) 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. To the extent that CONTRACTOR provides technology or other services described in subsection (a) of the foregoing sentence, such services shall be governed by separate terms and conditions, and if there is a conflict between this Master Contract and such separate terms and conditions, those separate terms and conditions will control with respect to the provision of technology and other services and the terms in this Master Contract will control with respect to the services in furtherance of the Purpose.

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 use commercially reasonable efforts 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 (i) a student's enrollment or (ii) LEA's provision of such ISA to CONTRACTOR, whichever is later. 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.).

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply in all material respects 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 provided to CONTRACTOR in writing, 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 shall comply in all material respects with applicable 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) to the extent resulting from or arising out of CONTRACTOR's failure to comply in all material respects with applicable LEA policies (e.g., those policies relating to; the provision of special education, 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 one (1) year from the Effective Date ("Term") (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 the expiration of the Term (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by the expiration date of the Term, the Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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 use commercially reasonable efforts to provide the LEA with information as requested in writing for LEA's consideration in connection with the execution of a Master Contract or a renewal.

If requested in writing by the LEA, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information in writing as applicable. If the application packet is not completed and returned to District, the execution of the Master Contract may be delayed. 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 or its designated subcontractor 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). In the event that this Master Contract expires or terminates, CONTRACTOR or its designated subcontractor, 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 or its designated subcontractor 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).
- vi. 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 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. 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 location with commercially reasonable security procedures designed to maintain 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 or as soon as reasonably practicable. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports.

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 CDE of any change of ownership or corporate control in accordance with applicable law.

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 parties to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the other party with at least 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 by a party if the other party commits any material breach of this Agreement and fails to remedy such breach or otherwise fails to provide a plan to remedy the breach that is acceptable to both parties, and such termination is effective thirty (20) days after the other party's receipt of written notice of such breach. 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.

Within a commercially reasonable time following 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.

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:

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. **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
- D. 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.
- E. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA.
- F. For any claims directly related to the services performed by CONTRACTOR in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to CONTRACTOR's performance under this Master Contract. 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 for claims directly related to the services performed by CONTRACTOR under this Master Contract.
- G. 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.

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 a claim brought by a third party, to the extent that such loss, expense, damage or liability was proximately caused by the gross negligence, willful misconduct, or fraud of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (but for clarity, expressly 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 participate in the defense at its sole cost.

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 a claim brought by a third party, to the extent that such loss, expense, damage or liability was proximately caused by the negligence, willful misconduct, or fraud of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the LEA. CONTRACTOR shall have the right in its sole discretion to select counsel of its choice to participate in the defense at its sole cost.

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA 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 incorporate all of the provisions of this Master Contract in all subcontracts, to the extent applicable and 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 include contractual requirements for each subcontractor to procure and maintain reasonable insurance during the term of each subcontract. Each subcontractor shall furnish the LEA, upon LEA’s reasonable written request, with original endorsements and certificates of insurance.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon its reasonable written request, but for clarity, no more than once in a rolling twelve (12) month period, 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 student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

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). 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 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. 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 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

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 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 upon written request 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 in all material respects 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 use commercially reasonable efforts to assist the LEA in implementing the IEP team’s recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPA, it shall have not be required to administer statewide assessments under Senate Bill 484 or be subject to the alternative accountability system developed pursuant to Education Code section 52052.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall use commercially reasonable efforts to 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

To the extent applicable and required by law, CONTRACTOR shall comply in all material respects 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 the individual 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.

To the extent applicable and required by law, CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall use commercially reasonable efforts to 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. To the extent applicable and required by law, the CONTRACTOR shall use commercially reasonable efforts to provide training 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 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.

To the extent applicable and required by law, 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, to the extent reasonably practicable. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone, to the extent reasonably practicable. 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, to the extent reasonably practicable.

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;
restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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. As mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA a report upon written request 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 submit a written discipline report to the LEA as soon as reasonably practicable. 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, unless otherwise agreed by the CONTRACTOR and LEA.

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 the individual 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

To the extent reasonable practicable, CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to use commercially reasonable efforts 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 in all material respects 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, to the extent applicable and required by law: (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, upon written request, provide notice to the 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.

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 or as soon as reasonably practicable.

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

The LEA agrees that the CONTRACTOR, as an NPA, is not responsible for assigning grades, awarding course credits, or preparing transcripts.

38. STUDENT CHANGE OF RESIDENCE

As soon as reasonably practicable after 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 report electronically and in writing to the LEA as soon as reasonably practicable 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

LEA acknowledges that CONTRACTOR does not provide facilities including instructional settings, recreational activity areas, meeting rooms and student living quarters.

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

LEA acknowledges that CONTRACTOR is neither a LCI nor a RTC.

42. STATE MEAL MANDATE

LEA acknowledges that the CONTRACTOR is not a NPS that must 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.

43. MONITORING

LEA acknowledges that onsite monitoring visits shall not apply to CONTRACTOR as an NPA.

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 written 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)).

CONTRACTOR shall comply in all material respects 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 in all material respects 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

To the extent required by law, and upon written request, 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 use commercially reasonable efforts to 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 use commercially reasonable efforts to 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 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 upon written request 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 in all material respects 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, upon written request, 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.

50. FACILITIES AND FACILITIES MODIFICATIONS

LEA acknowledges that this Section 50 does not apply to CONTRACTOR.

51. ADMINISTRATION OF MEDICATION

LEA acknowledges this Section 51 does not apply to CONTRACTOR.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit, electronically, any accident or incident report to the LEA as soon as reasonably practicable. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

To the extent applicable and required by law, CONTRACTOR hereby agrees to 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 upon written request.

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 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 submitted to the LEA upon written request.

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 in all material respects with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures of which it has prior written notice. 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 not withhold payment to CONTRACTOR unless expressly permitted by applicable law. If LEA determines in its reasonable discretion 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 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. 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 use commercially reasonable efforts to provide access to LEA to all records including, but not limited to: student pupils 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 use commercially reasonable efforts to 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, to the extent reasonably practicable. 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 to the extent reasonably practicable, 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.

64. DISCLAIMERS AND LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS", AND CONTRACTOR DOES NOT MAKE AND HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, FITNESS FOR A PARTICULAR PURPOSE, OR RESULTS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CONTRACTOR OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CONTRACTOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY LEA HEREUNDER DURING THE TERM.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective as of the Effective Date.

Contractor: Parallel Learning, Inc.	LEA: Oakland Military Institute, College Preparatory Academy
Signature:   <i>Diana Heldfond</i> <i>President CEO</i>	Signature:   <i>Mary Streshly</i> <i>Charter Superintendent</i>
Name: Diana Heldfond	Name: Mary Streshly
Title: CEO	Title: Charter Superintendent
Date: 12/19/2025	Date: 12/19/2025

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
To: Legal Department	Name and Title
Address: 228 Park Ave. S, #97411, New York NY 10003	Address
Email: legal@parallellearning.com	Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City **State** **Zip**

Phone _____ **Fax** _____

Email

EXHIBIT A: RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

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:

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:

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____

<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

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

This agreement is effective on _____ 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, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____

Address _____ (Last) _____ (First) _____ (M.I.) _____
City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone (_____) _____ (_____) _____
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year

_____ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____

_____ during the regular school year

_____ 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: _____

Estimated Number of Days _____ x Daily Rate _____
= PROJECTED BASIC EDUCATION COSTS _____

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)							
Language/Speech Therapy (415)							
a. Individual							
b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							

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				
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							

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				
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

 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: Parallel Learning, Inc.

 Signature:  Diana Heldfond

Name: Diana Heldfond

Title: CEO

Date: 12/19/2025

LEA: Oakland Military Institute, College Preparatory Academy

 Signature:  Mary Streshly

Name: Mary Streshly

Title: Charter Superintendent

Date: 12/19/2025



ORDER FORM

This Order Form ("Order Form") is subject to, and forms part of, the Master Subscription Agreement entered into as of between Parallel Learning, Inc. ("Company") and the Client set forth on the signature page hereto (the "MSA"). Capitalized terms used in this Order Form shall have the meaning outlined in the MSA, unless otherwise defined in this Order Form.

1. Contact Details.

Client: Oakland Military Institute, College Preparatory Academy	Company: Parallel Learning Inc.
Billing Address: 3877 Lusk Street, Oakland, California 94608, United States	Company Address: 228 Park Ave. S, #97411, New York, New York 10003, United States

1. Products and Services.

Product	Students	Unit of Measure	Unit Price	Estimated Total Cost
Speech Language Pathology Services - Assessment Hourly	6	Hourly	\$90.00	\$3,240.00
Speech Language Pathology Services - Hourly	18	Hourly	\$90.00	\$10,980.00
School Psychologist Services - Hourly	18	Hourly	\$90.00	\$10,080.00
Annual Activation Fee	36	Each	\$100.00	\$3,600.00
				\$27,900.00

Direct Services (Separate from Assessment Commitment): Any direct services provided by Parallel Learning that are not assessment services, shall be covered by the contract Services Minimum Annual Fee as set forth herein.

2. Terms and Fees.

Services Minimum Annual Fee	\$23,000.00
Target Services Start Date	January 5, 2026
Service Term	December 12, 2025 - June 30, 2026
Payment Terms	Services Rendered: Parallel to invoice monthly for services rendered, and any remaining balance of Minimum Annual Fee at the end of the term will be invoiced to Client.

(signature page follows)

The parties have caused this Order Form to be executed by their respective duly authorized representatives. The "Effective Date" of this Order Form shall be the date on which the last party signs this Order Form.

Company: Parallel Learning, Inc.	Parallel Learning Psychology P.C., a California professional corporation
Signature:  Diana Heldfond	Signature:  Diana Heldfond
Name: Diana Heldfond	Name: Diana Heldfond
Title: CEO	Title: Administrator
Date: 12/19/2025	Date: 12/19/2025

Oakland Military Institute, College Preparatory Academy

Signature:  Mary Streshly

Name: Mary Streshly

Title: Charter Superintendent

Date: 12/19/2025

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
MSA + Order Form (Oakland Military Institute, College Preparatory Academy and Parallel Learning, Inc.)	49618c95-3364-4533-a0a5-f31c6c7be204

Contract signed by:

Mary Streshly	Signer ID: 50313877-0eb9-41ba-88ba-951c31d493b5
	Email: mstreshly@omiacademy.org
<hr/>	
<p>Date / Time: Dec 19, 2025 at 7:06 PM UTC</p>	
<p>IP Address: 50.200.218.254</p>	
<p>User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/143.0.0.0 Safari/537.36</p>	

Diana Heldfond	Signer ID: 35ec55fc-d2db-46b6-a53c-c2002702c2ed
	Email: diana@parallellearning.com
<hr/>	
<p>Date / Time: Dec 19, 2025 at 9:29 PM UTC</p>	
<p>IP Address: 76.76.186.122</p>	
<p>User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/18.5 Safari/605.1.15</p>	

Appendix E

Assurance Statements and Partnership Agreements

Teacher Residency Implementation and Expansion Grant

The applicant LEA assures the Commission that if awarded grant funding:

1. All residents will teach at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, **for at least one full school year** while engaging in initial preparation coursework. (Appendix A (a)(2))
2. The Commission-approved teacher preparation program offered at the regionally accredited IHE enrolls the candidate in the program and recommends them for the preliminary teaching credential once all requirements have been met.
3. The program will prepare residents to teach and eventually be hired in a school within the jurisdiction of the grant recipient, or in the state of California.
4. All residents will be prepared to teach and will agree, in writing, to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate, or another public school in California, for a period of **at least four academic years**. The service commitment will begin in the school year following the candidate's successful completion of the preparation program and upon earning a preliminary teaching credential. (Appendix A (j))
5. Each resident employed by the grantee LEA will receive mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching **at no cost to the candidate**. (Appendix A (g)(3))
6. The LEA will participate in SRTAC [programming and events](#).
7. The LEA and IHE will participate in regularly occurring shared governance meetings.
8. The LEA and IHE will cooperatively collect, analyze, use and report data annually. The partnership will comply with the Commission's mandated reporting requirements, submitted by stated due dates, including but not limited to:
 - a. Teacher Residency Implementation and Expansion Grant Program Annual Report. The report template is available upon request. This report is updated by the grantee every year in the grant reporting cycle.
 - b. Results from candidate and program graduate surveys of the quality of preparation they received.
 - c. Best practices found to be effective in implementing the program.
 - d. Factors promoting or hindering residency program implementation.
 - e. Lessons learned to inform future investments in teacher residency programs.

Administrative approval from the Superintendent of the applicant local education agency (LEA)

****It is expected that if the application represents a consortium, the superintendent from each LEA partner will sign an agreement, including partner LEAs within a county office of education.***

By signing below, I affirm that:

1. I have thoroughly read and agree to all portions of this application including the assurance statements included on this form.
2. All statements and data contained in this application are accurate.
3. If awarded a Teacher Residency Implementation Grant, the LEA agrees to participation in the activities described as well as the timelines and budgets proposed in the responses to criterion **1-9 in Section II** of this application.

Name of Superintendent:	Mary Streshly
LEA:	Oakland Military Academy
Signature: <i>Electronic signatures are acceptable</i>	<i>Mary Streshly</i> <small>Mary Streshly (Jan 7, 2026 10:03:28 PST)</small>
Date:	Jan 7, 2026

Approval from the Human Resources representative from the applicant local education agency (LEA):

****It is expected that if the application represents a consortium, an HR representative from each LEA partner will sign an agreement, including partner LEAs within a county office of education.***

By signing below, I affirm that I have thoroughly read and confirm that the data and narrative included in the response to RFA Question #2 (Local Need) is accurate.

Name of HR representative:	Kathryn Wong
Title of representative:	HR Manager
LEA:	Oakland Military Academy
Signature: <i>Electronic signatures are acceptable</i>	<i>Kathryn Wong</i>
Date:	Jan 7, 2026

Administrative approval from an authorized administrator of the applicant's IHE Partner(s)

****It is expected that EACH IHE partner will sign an agreement****

By signing below, I affirm that:

1. I have thoroughly read and agree to all portions of this application including the assurance statements included on this form.
2. All statements and data contained in this application are accurate.
3. If awarded a Teacher Residency Implementation Grant, the IHE agrees to participation in the activities described as well as the timelines and budgets proposed in the responses to criterion **1-9 in Section II** of this application.

Name of IHE Representative:	Karin Compise
Title:	Residency Coordinator
IHE:	Teachers College of San Joaquin
Signature: <i>Electronic signatures are acceptable</i>	<i>Karin Compise Ed.D.</i>
Date:	Jan 8, 2026

Assurance-Statements-and-Partnership-Agreements - Oakland Military Academy

Final Audit Report

2026-01-08

Created:	2026-01-07
By:	Amy Ferguson (aferguson@edcoe.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjs84KxnIxNSESb8DYdK_cHKwesTPt8wT

"Assurance-Statements-and-Partnership-Agreements - Oakland Military Academy" History

-  Document created by Amy Ferguson (aferguson@edcoe.org)
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-  Signer mstreshly@omiacademy.org entered name at signing as Mary Streshly
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 Document e-signed by Karin Compise (kcompise@sjcoe.net)

Signature Date: 2026-01-08 - 4:51:04 PM GMT - Time Source: server

 Agreement completed.

2026-01-08 - 4:51:04 PM GMT



Adobe Acrobat Sign

Coversheet

Cadet Commander's Report

Section: IV. Cadet Commander Report
Item: A. Cadet Commander's Report
Purpose:
Submitted by:
Related Material: 11DEC25 Board Meeting Notes - Thalia Lopez.pdf

BACKGROUND:

Cadet Commander Thalia Lopez will be representing the OMI Cadet Leadership staff in giving the OMI Board of Directors a brief outlook of the events ahead.

22JAN26 Cadet Report

Current Operations

Unit Strength: 495 Cadets

Military Ball

- Elks Lodge Meeting 26JAN26 to discuss cost and availability

State IMA 10JAN26

- BDE IMA was conducted on 10JAN26 , 3 Cadets are qualified to participate in the State IMA
- 6 Cadets are going as staff for the CACC

Grizzly Night

- Visitor Fiona Ma (Treasure of the CA visit)

Headquarters Application

- Brigade Staff Applications 23JAN26
- Headquarters Staff 06FEB26

Saturday School

- Missing Grades / Tardy Sweeps / Disciplinary Issue Cadets will attend
- Between 10-30 cadets each time
- 4 dates: 24JAN26 / 07FEB26 / 07MAR26 / 21MAR26



Headquarters Staff Applications 26-27 SY

Apply Before 06FEB26

This form is for cadets applying to serve on OMI Headquarters staff. Applicants should be committed, professional, and ready to support OMI. Responses will be reviewed by HQ leadership. Submission does not guarantee selection. All questions may be directed to C/CPT Thalia Lopez at tlopez27@omiacademy.org.

BDE CMD STAFF
APPLICATIONS DUE 23JAN26

REGULAR STAFF
APPLICATIONS ARE DUE
06FEB26



Coversheet

CORE Growth Data

Section: V. Superintendent's Update

Item: A. CORE Growth Data

Purpose:

Submitted by:

Related Material: CORE Growth Summary 2025 V2.pdf

Similar School

CORE Districts Growth Data Summary 2025

*Ranking is on a scale of 1 to 10 with 10 indicating the highest growth rate

OMI
HS ELA: 10 [98%]
HS Math:10 [92%]
MS ELA: 9 [87%]
MS Math:8 [78%]

OUSD
HS ELA: 4 [36%]
HS Math:5 [20%]
MS ELA: 5 [33%]
MS Math:5 [22%]

*Madison Park HS
HS ELA: 6 [59%]
HS Math: 7 [62%]

*Roosevelt MS
MS ELA: 4 [32%]
MS Math: 7 [69%]

*Edtec identified school in OUSD as w/in 10% of OMI demographics

*Edtec identified school in OUSD as w/in 10% of OMI demographics

CORE Growth Takeaways from 2025

- OMI showed significantly more overall growth than *similar schools [**det by CORE as having similar demographics*]
- OMI showed significantly more growth than OUSD
- OMI showed significantly more growth than sample *similar schools in OUSD [**Edtec identified "similar MS & HS" in OUSD*]

2025 CA Dashboard Growth

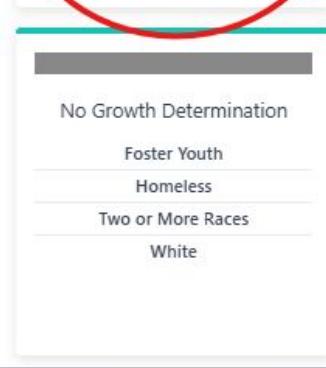
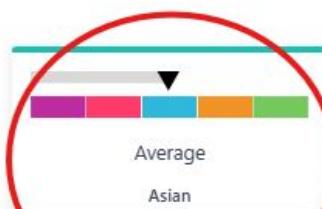
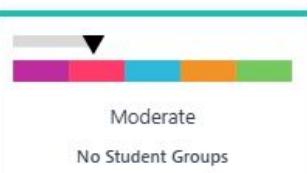


ELA Growth by Subgroup

Student Group Details (English Language Arts)

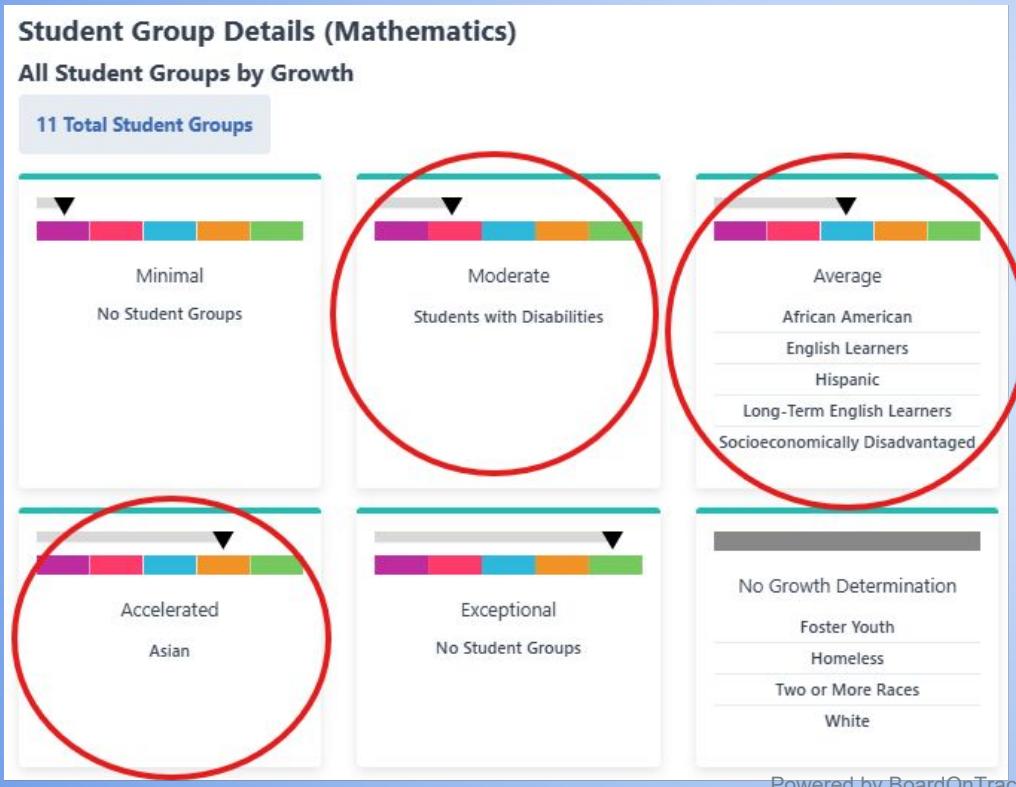
All Student Groups by Growth

11 Total Student Groups



1. Accelerated growth in 5 subgroups
2. Average growth in 2 subgroups
3. No subgroups had moderate/minimal growth!

Math Growth by Subgroup



1. Accelerated growth in 1 subgroup
2. Average growth in 5 subgroups
3. Moderate growth in 1 subgroup
4. No subgroups had minimal growth!

Coversheet

Math Committee Report

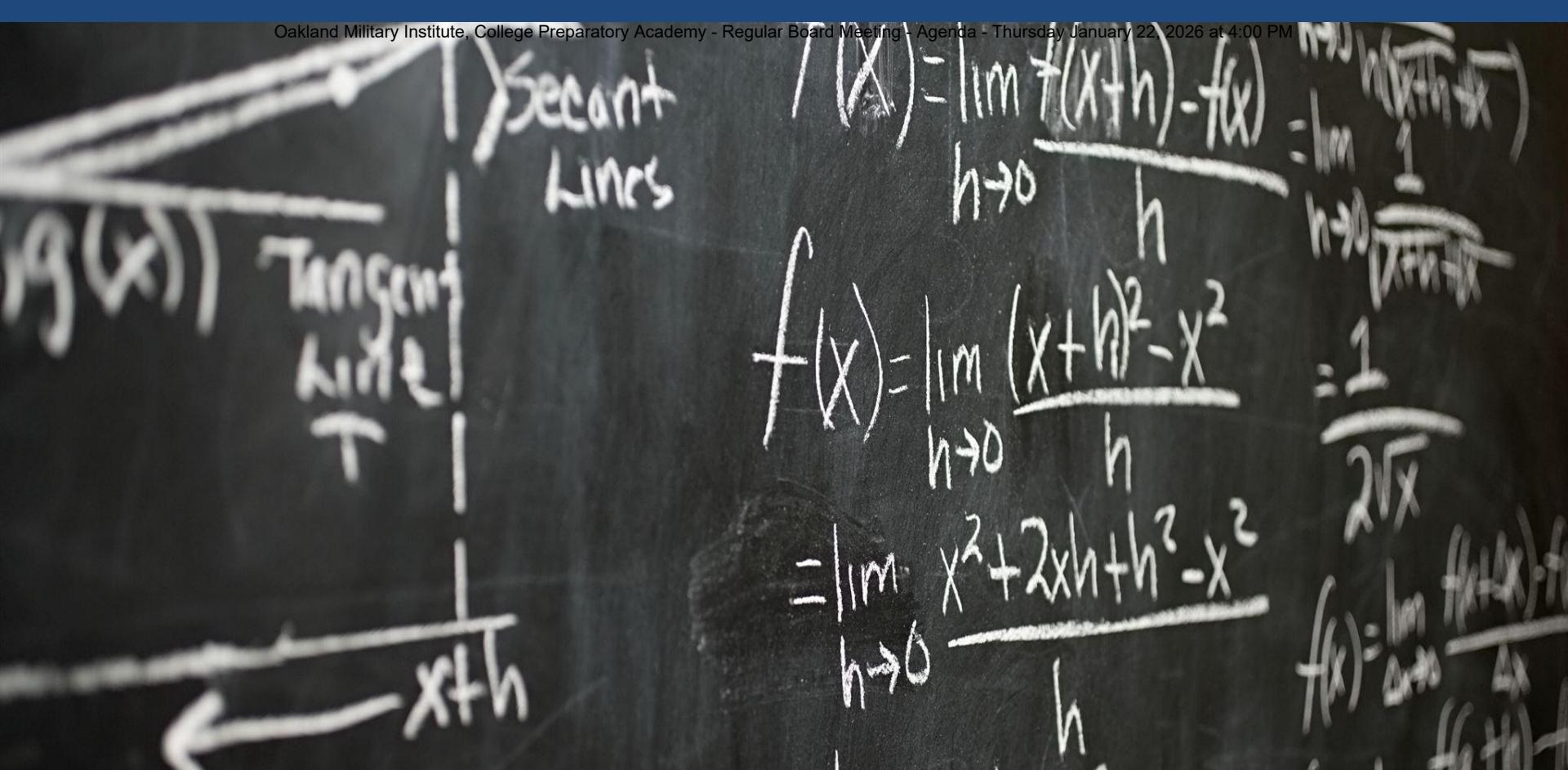
Section: VI. Information/Discussion Items
Item: A. Math Committee Report
Purpose:
Submitted by: Jonathan Pike
Related Material: CAASPP_Presentation_Board 1-22-26.pptx.pdf

BACKGROUND:

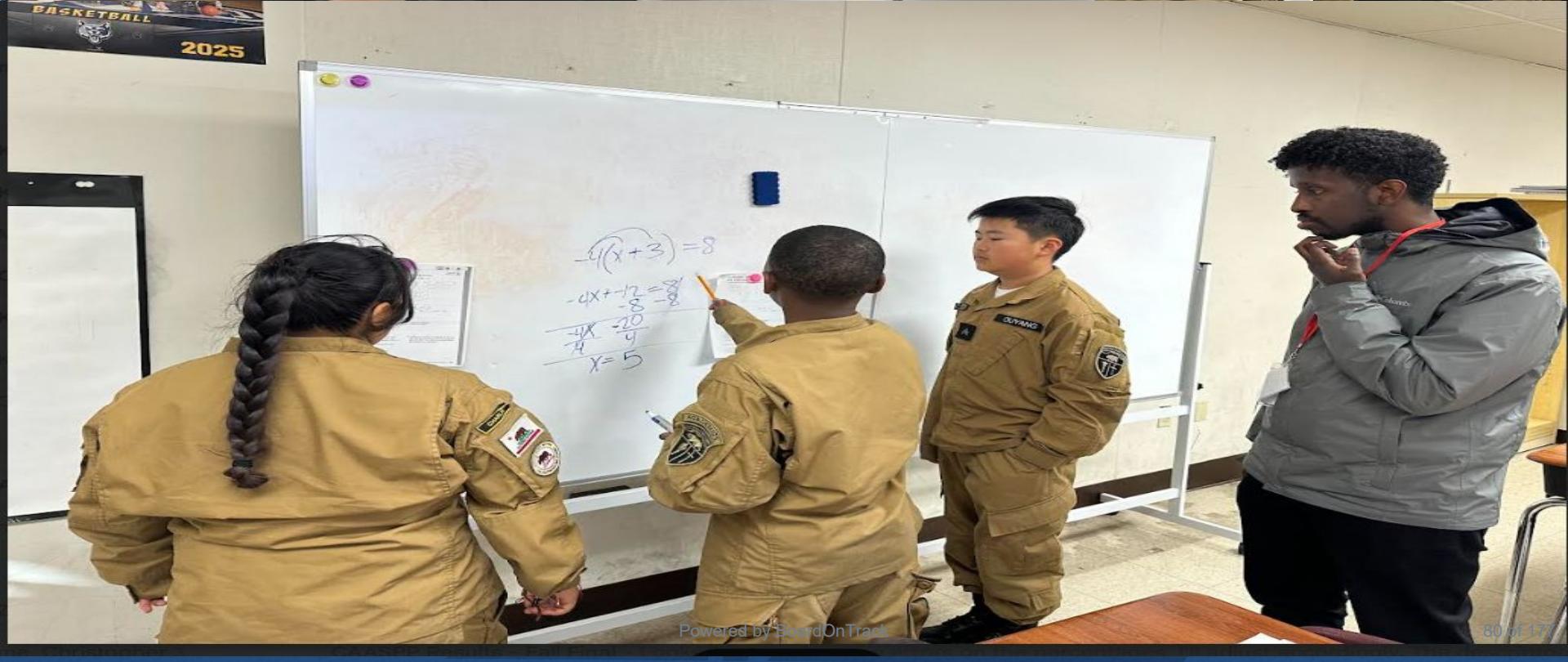
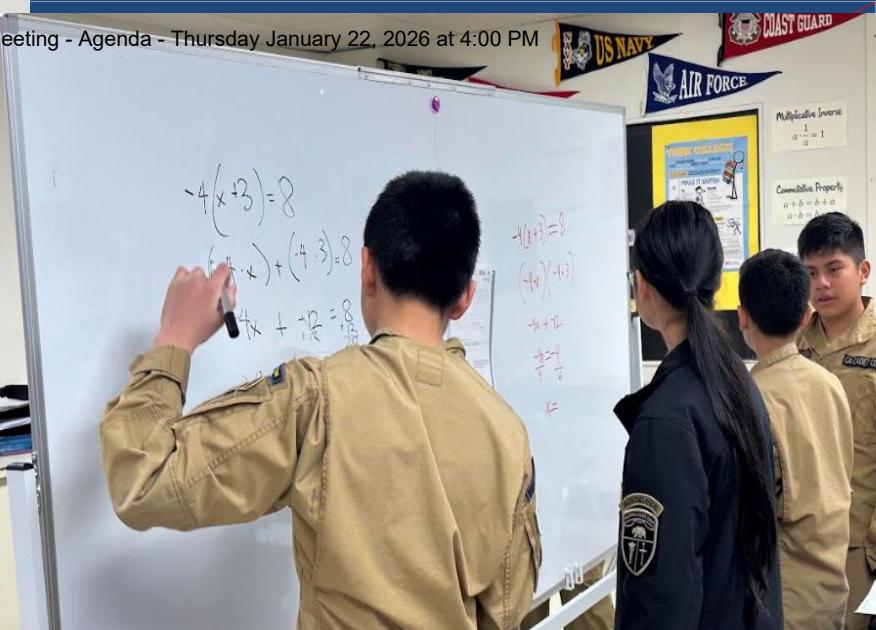
LTC Pike will present the math tutor program element of our Math Improvement Plan. The Math Plan progression and Math interim assessment results will be standing items on our agenda for the 25-26 school year.

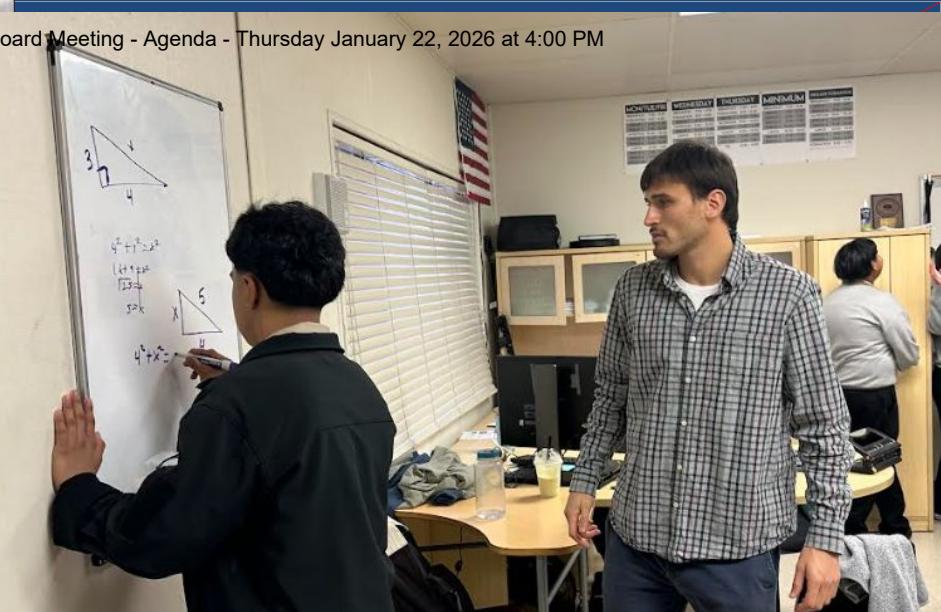
RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board hear the presentation from LTC Pike and ask clarifying questions to best understand our math progress and growth needs.



Fall Semester Math Assessment



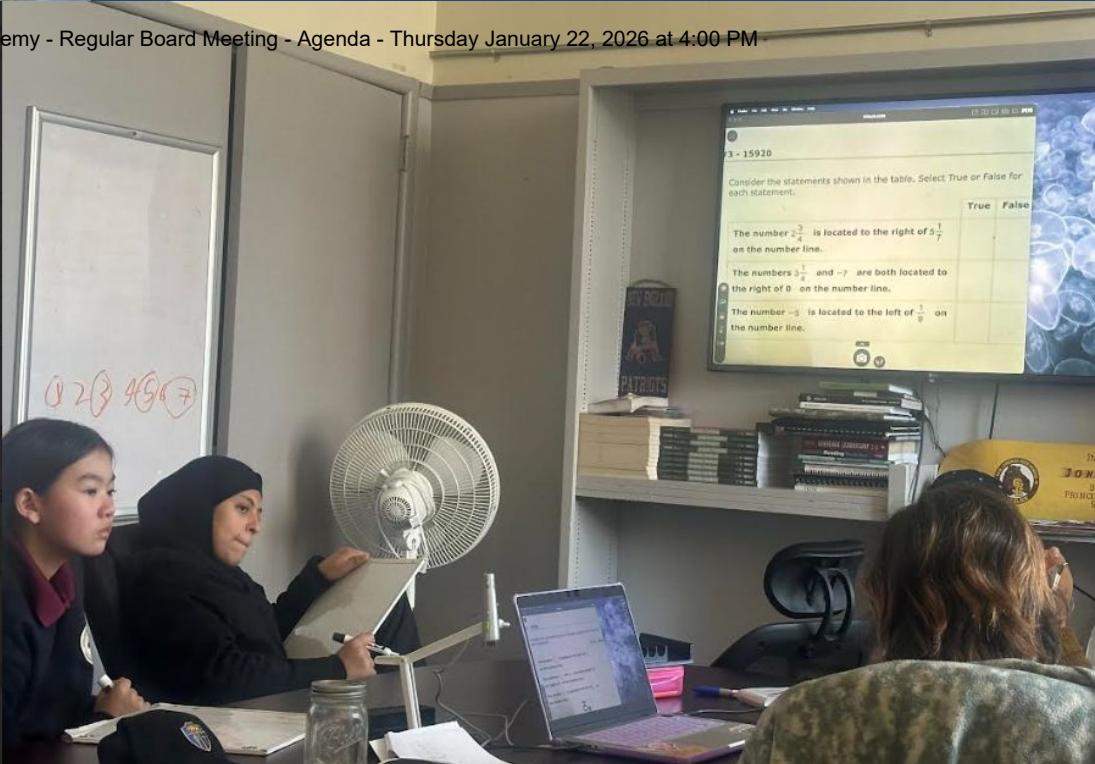


3 - 15920

Consider the statements shown in the table. Select True or False for each statement.

	True	False
The number $2\frac{3}{4}$ is located to the right of $5\frac{1}{7}$ on the number line.		
The numbers $3\frac{1}{4}$ and -7 are both located to the right of 0 on the number line.		
The number -5 is located to the left of $\frac{1}{8}$ on the number line.		

Q2B 4907



JAN | OMI Math Update



PERFORMANCE TAKEAWAYS

- ★ Significant growth is indicated in one main math domain - concepts and procedures [**computation**] - across testing grades.
- ★ Problem Solving domain [**word problems**] continues to lag behind.
- ★ Tutoring's most visible impact thus far has been on the cadets' motivation, and willingness to engage in math on a daily basis.
- ★ Parents are noticing positive effects on overall attitude towards school giving the school positive impressions.

ACTIONS SINCE LAST REPORT

- ★ STAFFING: 4 new math tutors were hired, 2 started in December, 2 will start over the next 2 weeks; one math teacher released
- ★ Math+Intervention course was transformed into tutorial periods in cadets' daily schedule increasing ave tutor weekly contact minutes from 90min to 240 min, 300+ w/ ASP & Sat's
- ★ Tutor training, tutor lead created

OBSTACLES & SOLUTIONS

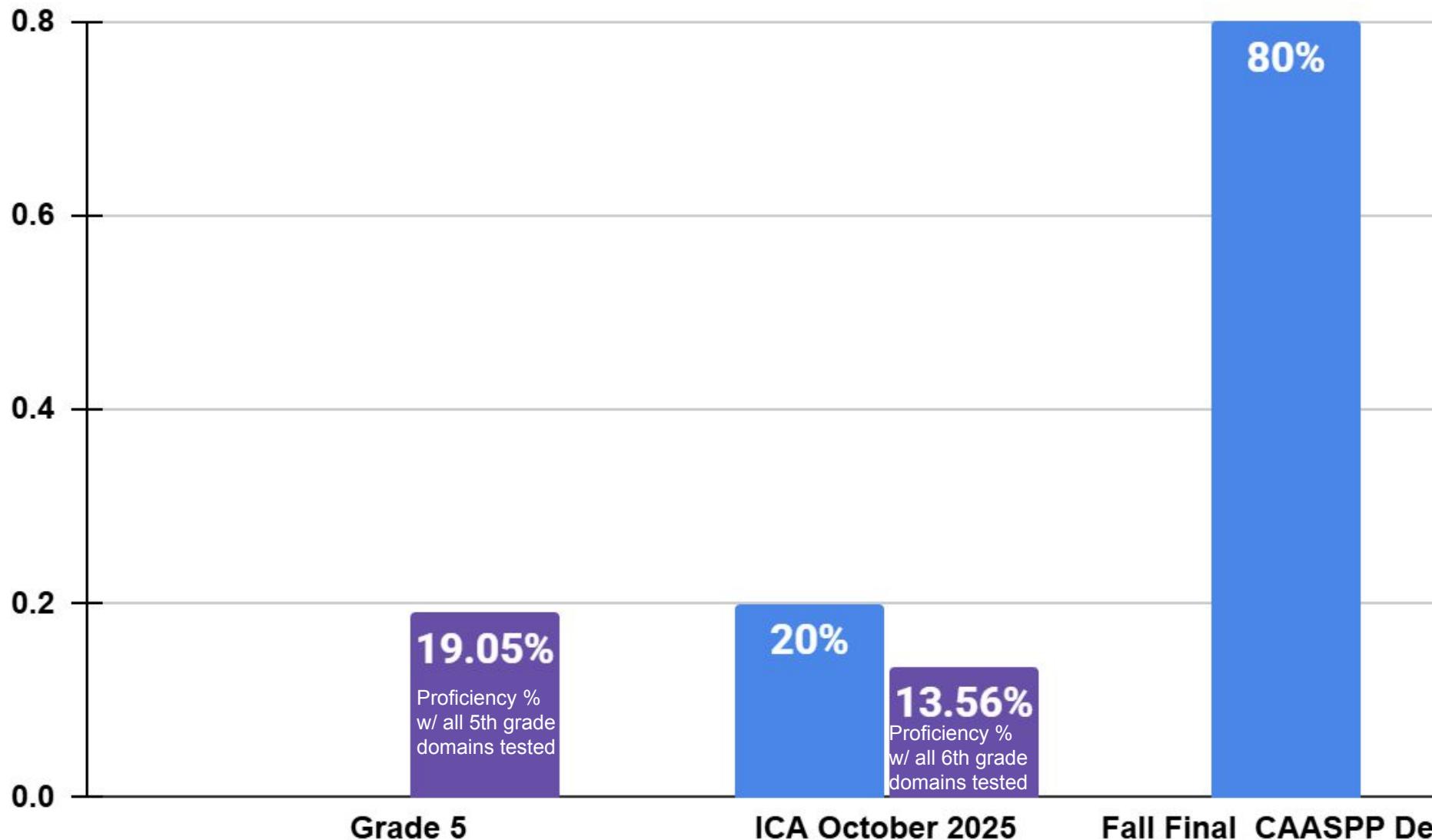
- ★ Cadets come to OMI lacking basic math concepts and procedures.
- ★ Front loading fall semester with **Concepts & Procedures** is foundational for **Problem Solving, Modeling & Data Analysis**, and **Communicating Reasoning**; therefore Concepts & Procedures dominated instructional time
- ★ Regardless of readiness, more time must be spent on all domains

ACTIONS PLANNED

- ★ The tutor lead, Mr. Pike and Ms. Foster will supply all tutors with daily lessons and exercises to support tutors across multiple domains weekly
- ★ CAASPP performance incentives have increased for cadets, teachers and tutors
- ★ Revamp testing schedule to align w/tutorial setting

Grade 6 - CAASPP Level

Math: Concepts and Procedures Proficiency %



Grade 7 Math CAASPP Comparison

■ Math: Concepts and Procedures ■ Math: Problem Solving

Percent At or Near Proficiency

60%

40%

20%

0%

Grade 6
CAASPP
April 2025

Grade 7
ICA
October 2025

Grade 7
Fall Final - CAASPP
December 2025



25%

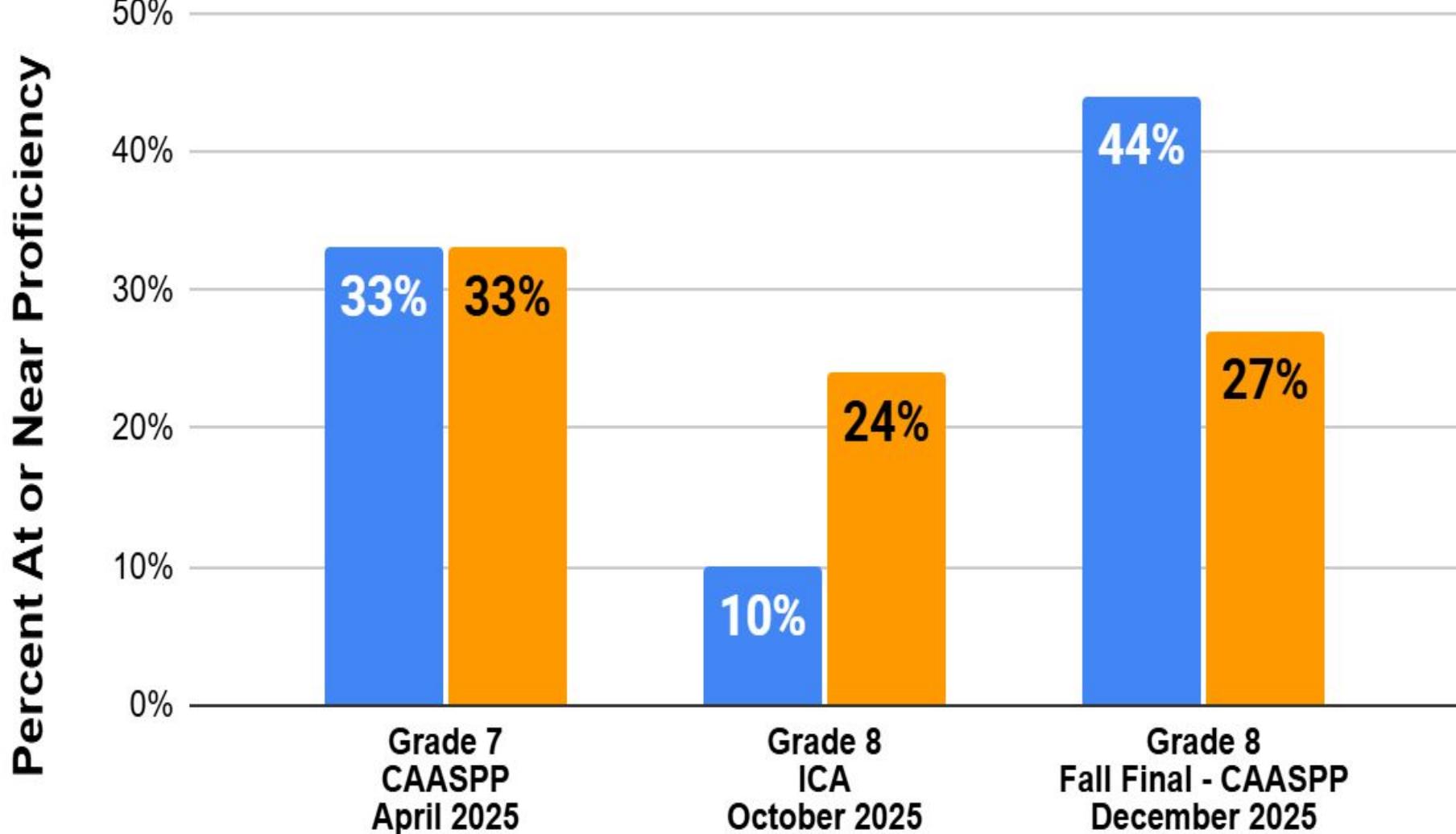
38%

55%

27%

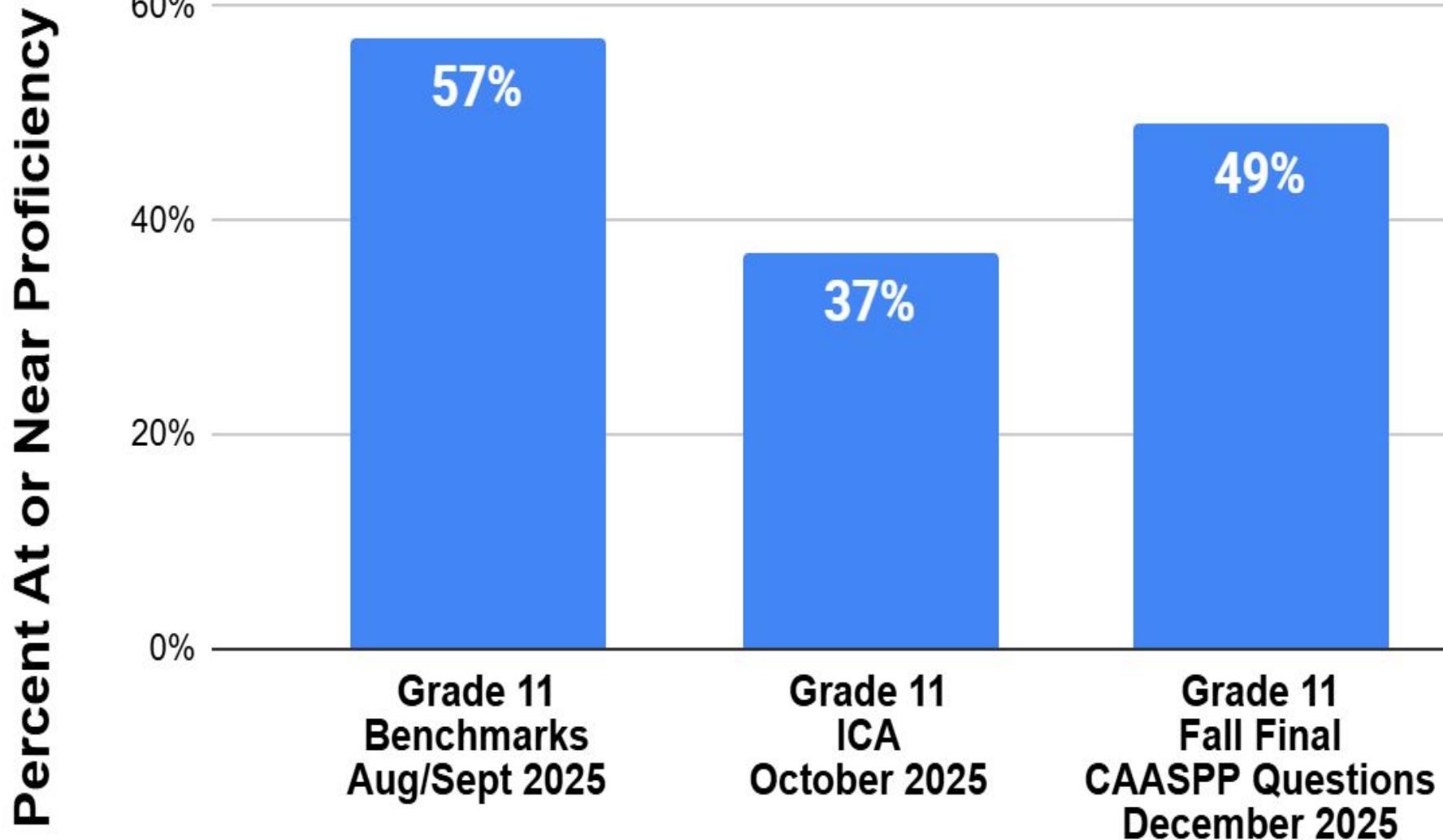
Grade 8 - Math CAASPP Comparison

■ Math: Concepts and Procedures ■ Math: Problem Solving



Grade 11 Math: CAASPP Comparison

Claim: Concepts & Procedures



Coversheet

Legislature Update: New Laws Affecting CA Public Schools

Section: VI. Information/Discussion Items
Item: B. Legislature Update: New Laws Affecting CA Public Schools
Purpose:
Submitted by:
Related Material: 20260116 BOD 2026 Leg Changes.pdf

BACKGROUND:

This legislative update is provided to inform the Board of Directors of new state laws and policy changes taking effect in 2026 that have direct implications for Oakland Military Institute's governance, operations, staffing, and campus practices. The summary highlights required areas of board awareness and, where applicable, forthcoming policy actions or administrative adjustments needed to ensure continued compliance with California law.

CALIFORNIA YOUTH & COMMUNITY PROGRAMS TASK FORCE – TASK FORCE TORCH

OAKLAND MILITARY INSTITUTE

3877 Lusk Street
Oakland, California 94608



NGCA-YCP-OMI

15 January 2026

MEMORANDUM FOR OMI Board of Directors

SUBJECT: 2026 Legislative & Compliance Snapshot for Board Review and Oversight

1. This legislative summary is provided to support the Oakland Military Institute College Preparatory Academy (OMI) Board of Directors in its governance and oversight responsibilities by highlighting key state laws and policy changes taking effect in 2026 that directly impact school operations, student safety, employee practices, and fiscal planning. The measures summarized below reflect evolving state priorities in campus safety, student wellness, equity, technology use, workforce standards, and postsecondary access.

a. Student, Family, and Campus Safety

AB 49 – Safe Haven Schools / Immigration Enforcement

What changes: School officials may not allow immigration enforcement into *non-public* areas without a judicial warrant or court order; strict limits on sharing student/family information.

Key date: OMI policy alignment required by March 1, 2026.

OMI action: Update Safe Haven policy, front-office protocols, and staff training.

AB 621 – Deepfake Pornography Protections

What changes: Strengthens civil penalties for AI-generated sexual imagery; fines up to \$250,000 for malicious violations.

OMI action: Explicitly include AI-generated sexual imagery in bullying/harassment response procedures.

AB 495 – Family Preparedness / Caregiver Expansion

What changes: Expands who may serve as a child's caregiver if parents are detained/deported; limits immigration-status data collection in child-serving settings.

OMI action: Update emergency contact and caregiver authorization forms; reinforce staff guidance on data collection limits.

b. Student Wellness, Equity, and Access

AB 727 – Trevor Project Hotline on Student IDs

What changes: Grades 7–12 student ID cards must include Trevor Project crisis hotline phone/text information.

Deadline: July 1, 2026.

OMI action: Coordinate with ID vendor and update ID templates or self-help labels.

SB 760 – All-Gender Restrooms

What changes: At least one all-gender restroom is required on each campus.

Deadline: July 1, 2026.

OMI action: Dedicate B-Wing compliant restroom, signage, and access procedures.

AB 1825 – Freedom to Read Act

What changes: Prohibits restricting library materials based on protected characteristics or viewpoints.

OMI action: Continue existing OMI practices.

c. Technology and Instructional Environment

AB 3216 – Phone-Free School Act

What changes: All public and charter schools must adopt a policy limiting or prohibiting smartphone use on campus.

Deadline: July 1, 2026.

OMI action: Continue implementing OMI Board-adopted smartphone policy already initiated.

SB 243 – AI Chatbots and Minors

What changes: Requires AI chatbots to disclose to minors they are interacting with AI and to implement suicide/self-harm safeguards.

OMI action: Digital citizenship education and parent advisories; vendor awareness (primarily platform-level compliance).

d. Attendance, Accountability, and Personnel

AB 461 – Truancy Penalty Repeal

What changes: Eliminates criminal fines/jail penalties for parents of chronically absent students.

OMI action: Ensure attendance communications emphasize support and intervention, not penalties.

SB 848 – Employee Misconduct & Grooming Prevention

What changes: Expands reporting and tracking of egregious misconduct; mandates training and strengthens hiring safeguards.

OMI action: Review HR separation codes, training schedules, and reference-check procedures.

e. Postsecondary Access

SB 640 – CSU Direct Admission

What changes: Expands direct CSU admission for students completing A–G coursework with a qualifying GPA.

NGCA-YCP-OMI

SUBJECT: 2026 Legislative & Compliance Snapshot for Board Review and Oversight

OMI action: Reinforce A–G completion, transcript accuracy, and counseling communications.

f. Employment & Calendar Impacts

Minimum Wage – Alameda County / Oakland

California statewide: \$16.90/hour effective January 1, 2026.

City of Oakland: \$17.34/hour effective January 1, 2026 (higher local rate applies).

OMI action: Confirm all hourly roles and vendor contracts meet Oakland minimum wage requirements; adjust budget assumptions.

New California State Holiday – Diwali (AB 268)

What changes: Adds Diwali as a state holiday; authorizes schools to close under specified conditions.

2026 date: Sunday, November 8, 2026.

OMI action: Minimal operational impact in 2026 (Sunday), but note for excused absences and future calendar planning when Diwali falls on a weekday.

2. Board Oversight Checklist for OMI Staff

<u>Item</u>	<u>Deadline</u>	<u>Responsible</u>
Safe Haven policy update (AB 49)	Mar 1, 2026	Superintendent / Commandant
Smartphone policy adoption (AB 3216)	Jul 1, 2026	Board / Admin
All-gender restroom compliance (SB 760)	Jul 1, 2026	Facilities
Student ID redesign (AB 727)	Jul 1, 2026	Cadet Services
Oakland minimum wage compliance	Jan 1, 2026	Business Services
HR misconduct training alignment (SB 848)	Ongoing 2026	HR

3. If you have any questions regarding this update, please contact me at tjames@omiacademy.org or (510) 775-5732.



THOMAS L. JAMES
CMSgt (CA), CSG
Commandant and CBO

Coversheet

Financial Update

Section: VI. Information/Discussion Items
Item: C. Financial Update
Purpose:
Submitted by:
Related Material: OMI-Jan BOD Meeting Financial Packet-JW-20260115.pdf

BACKGROUND:

Attached you will find a monthly cashflow projection for the 2025-2026 FY. It includes the monthly expenditures and monthly revenues.

Oakland Military Institute

Financial Update

JESSIKA WELCOME
JANUARY 22, 2026





Contents

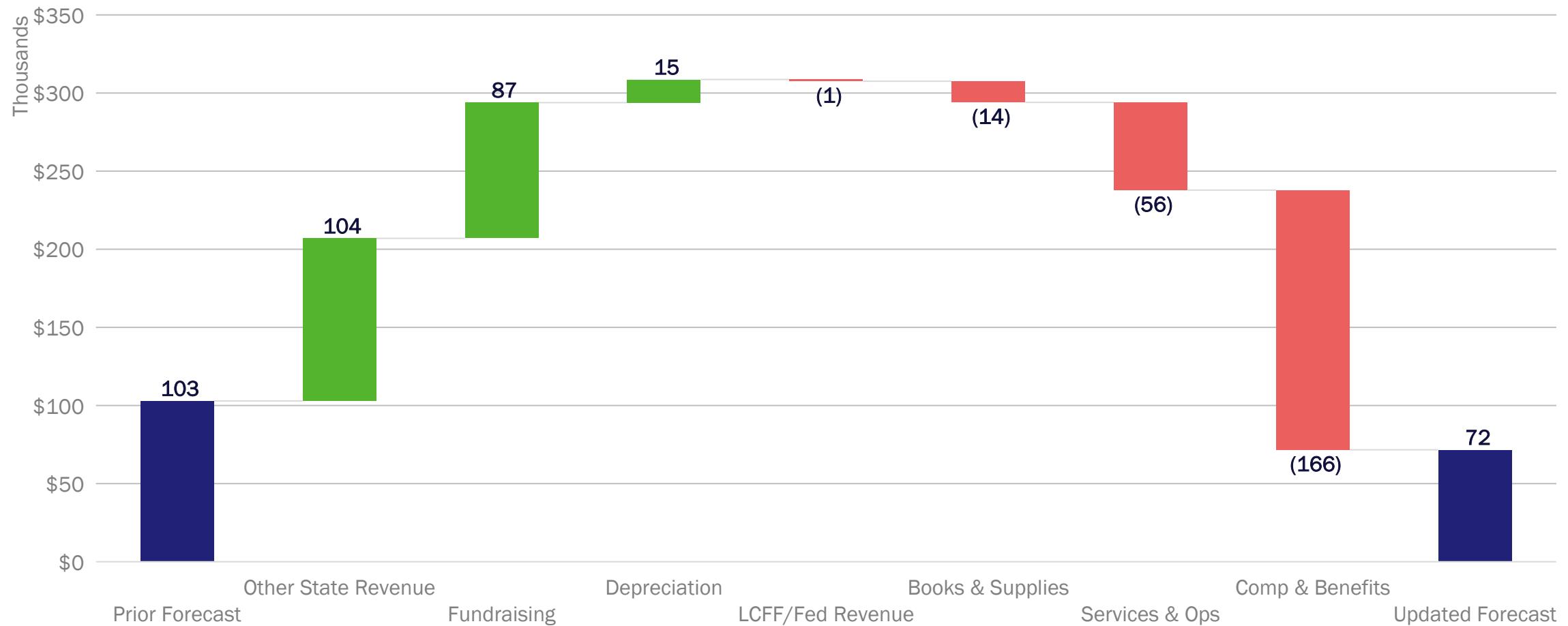
- **2025-26 Financial Update**
 - Forecast Update
 - Attendance Percentage by Grade
 - P-1 vs. P-2 Historic Change
- **2026-27 Budget Planning**
 - Governor's January Budget
 - MYP
- **Exhibits**
 - December Financials
 - December Cash Flow
 - MYP

2025-26



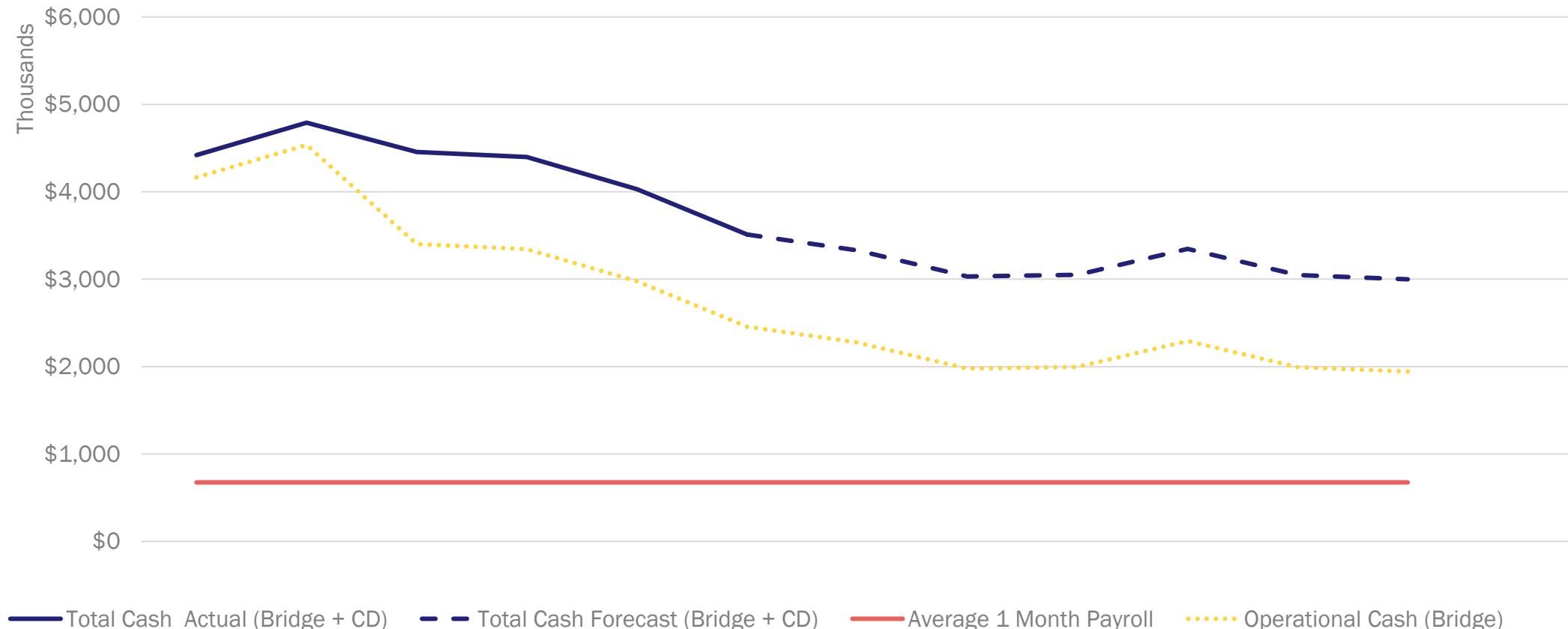
2025-26 Forecast Update

Recent 2.5% increase to salary schedule largely offset by increased revenues



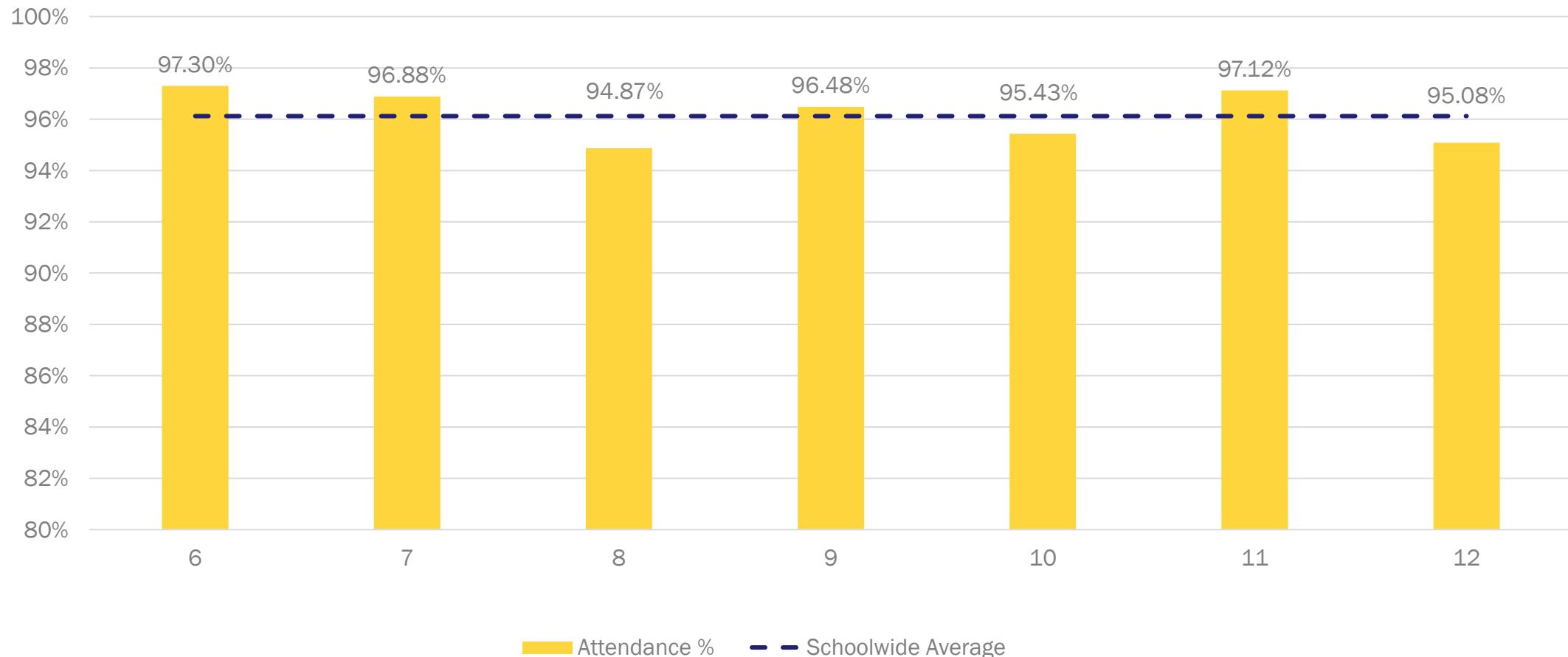
2025-26 Monthly Cash Balance

Cash balance forecasted to remain strong throughout year



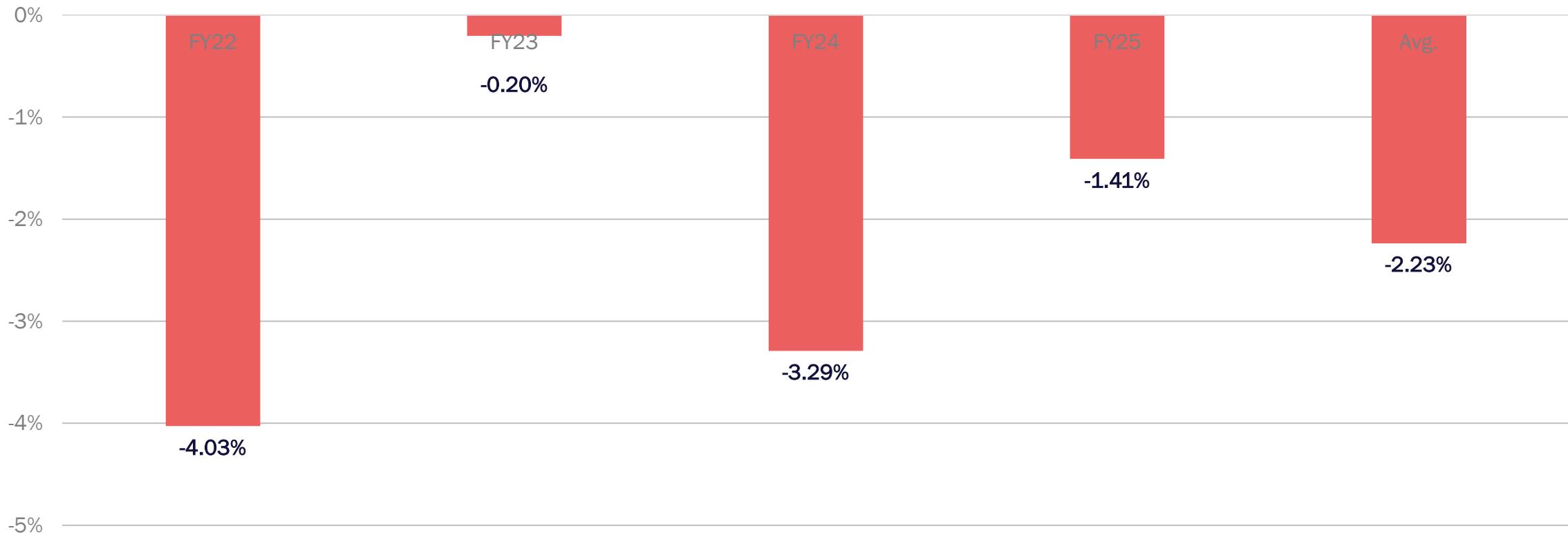
Attendance Percentage by Grade

Average schoolwide attendance rate at P-1 is 96%



P-1 vs. P-2 Historic Change

Average decrease from P-1 to P-2 over past four years is 2.23%



P-1 ADA is 486.79
Current Forecast is 470

2026-27 & beyond



Governor's January Budget Proposal – 2026-27

2.41% COLA

- 0.6 percentage points less than June estimate
- Affects LCFF, SpEd, MBG, SB740, Nutrition
- For comparison's sake, FY26 COLA was 2.30%

Improved Funding

- Student Support & PD Discretionary Block Grant – additional ~\$512/FY26 ADA
- Learning Recovery Emergency Block Grant – additional ~\$229/FY22 UP ADA
- Expanded Learning Opportunities Program – Tier 2 increase to \$1,800/PY TK-6 UP ADA
- SpEd – \$509M to 'equalize Base Rates'

Continued Funding

- Community Schools – \$1B
- Universal Meals – continues to be fully funded
- Additional funds for Kitchen Infrastructure, College/Career Pathways, Reading Screenings

		2025-26	2026-27	2027-28
		Current Forecast	Projected Budget	Projected Budget
Revenue	LCFF Entitlement	7,512,500	7,688,554	8,091,895
	Federal Revenue	644,743	657,066	666,478
	Other State Revenues	2,286,947	2,025,131	1,780,351
	Local Revenues	446,908	277,908	277,908
	Fundraising and Grants	988,027	80,000	80,000
	Total Revenue	11,879,125	10,728,659	10,896,632
Expenses	Comp and Benefits	7,494,945	6,838,983	6,996,103
	Books and Supplies	761,626	769,906	1,033,673
	Services and Other Ops	3,140,492	2,906,848	2,713,291
	Depreciation	386,633	395,945	364,885
	Other Outflows	23,777	24,490	25,225
	Total Expenses	11,807,473	10,936,172	11,133,177
	Operating Income	71,652	(207,513)	(236,545)
	Beginning Balance (Unaudited)	12,384,537	12,456,189	12,248,676
	Operating Income	71,652	(207,513)	(236,545)
	Ending Fund Balance (incl. Depreciation)	12,456,189	12,248,676	12,012,131
	Ending Fund Balance as % of Expenses	105.49%	112.00%	107.89%

Exhibits



Oakland Military Institute
Income Statement
As of Dec FY2026

	Actual			YTD	Budget & Forecast							
	Oct	Nov	Dec		Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent	
	Actual	YTD	Oct	Nov	Dec	Forecast	Forecast	Remaining	Spent	Spent		
SUMMARY												
Revenue												
LCFF Entitlement	518,471	375,318	518,471	2,610,923	7,515,493	7,514,052	7,512,500	(1,552)	(2,993)	4,901,577	35%	
Federal Revenue	40,768	2,786	84,578	128,132	738,911	644,257	644,743	486	(94,168)	516,611	20%	
Other State Revenues	180,496	88,748	78,628	710,420	1,997,182	2,182,947	2,286,947	104,000	289,765	1,576,526	31%	
Local Revenues	148,441	856	17,509	186,186	263,073	446,908	446,908	-	183,835	260,722	42%	
Fundraising and Grants	1,109	-	4,277	155,386	220,000	901,038	988,027	86,989	768,027	832,641	16%	
Total Revenue	889,286	467,708	703,463	3,791,047	10,734,659	11,689,201	11,879,124		189,923	1,144,465	8,088,078	32%
Expenses												
Compensation and Benefits	670,067	619,975	801,756	3,632,105	6,613,818	7,328,759	7,494,945	(166,186)	(881,127)	3,862,840	48%	
Books and Supplies	109,846	7,171	113,935	348,875	839,297	748,053	761,626	(13,573)	77,671	412,752	46%	
Services and Other Operating Expenditures	245,387	121,319	281,225	1,536,864	2,664,045	3,084,357	3,140,492	(56,135)	(476,447)	1,603,628	49%	
Depreciation	-	-	282,705	282,705	400,563	401,313	386,633	14,680	13,930	103,928	73%	
Other Outflows & Amortization	-	-	-	-	23,777	23,777	23,777	-	-	23,777	0%	
Total Expenses	1,025,299	748,464	1,479,620	5,800,548	10,541,499	11,586,258	11,807,472		(221,214)	(1,265,973)	6,006,925	49%
Net Income	(136,014)	(280,756)	(776,157)	(2,009,501)	193,160	102,943	71,652		(31,291)	(121,508)	2,081,153	
Fund Balance												
Beginning Balance (Audited)					11,682,090	12,384,537	12,384,537					
Net Income					193,160	102,943	71,652					
Ending Fund Balance					11,875,251	12,487,480	12,456,189					
Fund Balance as a % of Expenses					113%	108%	105%					

Oakland Military Institute
Income Statement
As of Dec FY2026

	Actual			YTD	Budget & Forecast						
	Oct	Nov	Dec		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					70	70	70	-	-	-	
7-8					155	155	155	-	-	-	
9-12					275	275	275	-	-	-	
Total Enrolled					500	500	500	-	-	-	
ADA %											
4-6					94.0%	94.0%	94.0%	0.0%	0.0%	0.0%	
7-8					94.0%	94.0%	94.0%	0.0%	0.0%	0.0%	
9-12					94.0%	94.0%	94.0%	0.0%	0.0%	0.0%	
Average ADA %					94.0%	94.0%	94.0%	0.0%	0.0%	0.0%	
ADA											
4-6					65.80	65.80	65.80	-	-	-	
7-8					145.70	145.70	145.70	-	-	-	
9-12					258.50	258.50	258.50	-	-	-	
Total ADA					470.00	470.00	470.00	-	-	-	

Oakland Military Institute
Income Statement
As of Dec FY2026

	Actual			YTD	Budget & Forecast							
	Oct	Nov	Dec		Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent	
								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	375,318	375,318	375,318	1,542,976	4,682,515	4,360,363	4,358,811	(1,552)	(323,703)	2,815,835	35%	
8012 Education Protection Account Entitlement	-	-	-	316,392	998,470	1,306,457	1,306,457	-	307,987	990,065	24%	
8096 Charter Schools in Lieu of Property Taxes	143,153	-	143,153	751,555	1,834,509	1,847,232	1,847,232	-	12,723	1,095,676	41%	
SUBTOTAL - LCFF Entitlement	518,471	375,318	518,471	2,610,923	7,515,493	7,514,052	7,512,500	(1,552)	(2,993)	4,901,577	35%	
Federal Revenue												
8181 Special Education - Entitlement	-	-	-	-	69,745	69,600	69,600	-	(145)	69,600	0%	
8220 Child Nutrition Programs	-	-	33,110	33,110	393,975	309,280	309,280	-	(84,695)	276,170	11%	
8291 Title I	36,197	-	51,468	87,665	212,139	205,875	205,873	(2)	(6,266)	118,208	43%	
8292 Title II	-	-	-	-	24,706	23,031	23,014	(17)	(1,692)	23,014	0%	
8293 Title III	4,571	-	-	4,571	26,441	20,982	20,982	-	(5,459)	16,411	22%	
8294 Title IV	-	2,786	-	2,786	11,905	15,489	15,994	505	4,089	13,208	17%	
SUBTOTAL - Federal Revenue	40,768	2,786	84,578	128,132	738,911	644,257	644,743	486	(94,168)	516,611	20%	
Other State Revenue												
8319 Other State Apportionments - Prior Years	-	2,107	-	9,491	-	219,175	219,175	-	219,175	209,684	4%	
8381 Special Education - Entitlement (State	38,811	-	38,811	158,806	431,239	431,239	431,239	-	-	272,433	37%	
8382 Special Education Reimbursement (State	3,478	3,478	3,478	14,298	37,464	38,640	38,640	-	1,176	24,342	37%	
8520 Child Nutrition - State	-	-	15,039	15,039	178,602	140,699	140,699	-	(37,903)	125,660	11%	
8545 School Facilities Apportionments	-	-	-	-	120,124	104,346	104,346	-	(15,778)	104,346	0%	
8550 Mandated Cost Reimbursements	-	18,403	-	18,403	18,123	18,404	18,404	-	281	1	100%	
8560 State Lottery Revenue	-	-	-	-	134,015	133,524	133,524	-	(491)	133,524	0%	
8590 All Other State Revenue	116,907	43,460	-	406,817	688,624	698,753	802,753	104,000	114,129	395,936	51%	
8591 Prop 28 Arts & Music in Schools	8,640	8,640	8,640	35,520	86,715	96,000	96,000	-	9,285	60,480	37%	
8593 ELOP	12,660	12,660	12,660	52,046	140,777	140,667	140,667	-	(110)	88,621	37%	
8596 ASES	-	-	-	-	161,500	161,500	161,500	-	-	161,500	0%	
SUBTOTAL - Other State Revenue	180,496	88,748	78,628	710,420	1,997,182	2,182,947	2,286,947	104,000	289,765	1,576,526	31%	
Local Revenue												
8660 Interest	3,357	856	831	8,580	40,000	30,000	30,000	-	(10,000)	21,420	29%	
8670 Student Activities	3,332	-	545	11,229	10,325	25,189	25,189	-	14,864	13,960	45%	
8699 All Other Local Revenue	126,750	-	16,133	151,374	85,000	263,971	263,971	-	178,971	112,597	57%	
8703 Measure G1	15,002	-	-	15,002	127,748	127,748	127,748	-	-	112,746	12%	
SUBTOTAL - Local Revenue	148,441	856	17,509	186,186	263,073	446,908	446,908	-	183,835	260,722	42%	
Fundraising and Grants												
8803 Fundraising	1,109	-	4,277	155,386	220,000	901,038	988,027	86,989	768,027	832,641	16%	
SUBTOTAL - Fundraising and Grants	1,109	-	4,277	155,386	220,000	901,038	988,027	86,989	768,027	832,641	16%	
TOTAL REVENUE	889,286	467,708	703,463	3,791,047	10,734,659	11,689,201	11,879,124	189,923	1,144,465	8,088,078	32%	

Oakland Military Institute
Income Statement
As of Dec FY2026

	Actual			YTD	Budget & Forecast						
	Oct	Nov	Dec		Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent
	Actual	YTD	Oct	Forecast	Forecast	Forecast	Remaining	Spent	Forecast	Remaining	Spent
EXPENSES											
Compensation & Benefits											
Certificated Salaries											
1100 Teachers Salaries	254,957	263,449	295,327	1,338,724	2,548,513	2,791,488	2,842,832	(51,344)	(294,319)	1,504,109	47%
1103 Teacher - Substitute Pay	17,878	15,841	12,719	61,099	277,552	125,761	169,747	(43,986)	107,805	108,648	36%
1200 Certificated Pupil Support Salaries	17,284	19,784	19,433	91,244	195,612	195,532	200,055	(4,523)	(4,443)	108,811	46%
1300 Certificated Supervisor & Administrator Salaries	60,455	60,455	68,657	354,261	741,007	696,148	712,902	(16,754)	28,105	358,641	50%
SUBTOTAL - Certificated Salaries	350,573	359,527	396,136	1,845,328	3,762,685	3,808,929	3,925,536	(116,607)	(162,852)	2,080,209	47%
Classified Salaries											
2100 Classified Instructional Aide Salaries	17,158	16,431	16,718	79,839	129,742	204,946	201,288	3,658	(71,546)	121,449	40%
2200 Classified Support Salaries	25,174	25,229	17,596	124,665	275,096	275,096	275,941	(844)	(844)	151,275	45%
2300 Classified Supervisor & Administrator Salaries	23,189	23,189	26,681	142,394	347,302	347,434	356,020	(8,586)	(8,718)	213,625	40%
2400 Classified Clerical & Office Salaries	27,685	27,344	31,391	169,133	177,162	258,011	263,955	(5,944)	(86,793)	94,822	64%
2900 Classified Other Salaries	40,763	39,767	45,731	186,432	144,000	384,000	408,360	(24,360)	(264,360)	221,928	46%
SUBTOTAL - Classified Salaries	133,969	131,960	138,116	702,464	1,073,302	1,469,487	1,505,563	(36,076)	(432,261)	803,099	47%
Employee Benefits											
3100 STRS	62,121	65,564	72,679	335,480	611,302	665,803	680,905	(15,102)	(69,603)	345,425	49%
3200 PERS	34,088	32,579	30,789	176,714	339,180	367,990	377,643	(9,653)	(38,463)	200,929	47%
3300 OASDI-Medicare-Alternative	15,790	16,368	16,799	86,472	171,520	187,674	194,452	(6,778)	(22,933)	107,981	44%
3400 Health & Welfare Benefits	68,390	(5,473)	123,237	408,797	578,379	740,789	719,598	21,191	(141,219)	310,801	57%
3500 Unemployment Insurance	1,647	1,736	380	11,100	24,255	30,025	31,506	(1,481)	(7,251)	20,405	35%
3600 Workers Comp Insurance	3,488	17,714	23,620	65,751	53,196	58,063	59,742	(1,680)	(6,546)	(6,009)	110%
SUBTOTAL - Employee Benefits	185,524	128,487	267,504	1,084,313	1,777,831	2,050,342	2,063,845	(13,503)	(286,014)	979,532	53%
Books & Supplies											
4200 Books & Other Reference Materials	125	-	268	15,808	10,000	20,236	20,236	-	(10,236)	4,428	78%
4320 Educational Software	-	560	10,782	60,267	59,154	58,503	67,476	(8,972)	(8,322)	7,209	89%
4325 Instructional Materials & Supplies	3,449	5,568	2,903	42,765	50,000	50,000	50,000	-	-	7,235	86%
4330 Office Supplies	434	342	2,155	5,983	20,600	20,600	20,600	-	-	14,617	29%
4352 Graduation	-	-	-	-	-	9,893	9,893	-	(9,893)	9,893	0%
4410 Classroom Furniture, Equipment & Supplies	134	-	-	157	27,450	27,450	27,450	-	-	27,293	1%
4420 Computers: individual items less than \$5k	-	47	-	8,603	112,082	106,219	106,219	-	5,863	97,616	8%
4430 Non Classroom Related Furniture, Equipment & Supplies	4,802	134	-	6,401	6,180	8,189	10,789	(2,600)	(4,609)	4,388	59%
4710 Student Food Services	98,800	-	96,450	195,250	525,300	416,146	416,146	-	109,154	220,896	47%
4720 Other Food	2,103	521	1,377	13,641	28,531	30,818	32,818	(2,000)	(4,287)	19,177	42%
SUBTOTAL - Books and Supplies	109,846	7,171	113,935	348,875	839,297	748,053	761,626	(13,573)	77,671	412,752	46%
Services & Other Operating Expenses											
5100 Subagreements for Services	-	-	-	-	150,000	150,000	150,000	-	-	150,000	0%
5200 Travel & Conferences	-	-	356	862	24,395	24,395	24,395	-	-	23,533	4%
5300 Dues & Memberships	202	202	1,112	14,935	19,043	17,636	17,636	-	1,407	2,702	85%
5400 Insurance	14,226	-	-	152,723	128,644	170,706	170,706	-	(42,062)	17,983	89%
5515 Janitorial, Gardening Services & Supplies	10,850	10,850	20,473	83,873	147,893	156,648	156,648	-	(8,755)	72,775	54%
5520 Security	7,689	5,833	6,860	49,185	76,804	91,150	91,150	-	(14,346)	41,966	54%
5535 Utilities - All Utilities	19,280	4,934	12,794	86,325	231,375	173,616	192,938	(19,322)	38,437	106,614	45%

Oakland Military Institute
Income Statement
As of Dec FY2026

	Actual			YTD	Budget & Forecast							
	Oct	Nov	Dec		Approved Budget v1	Previous Forecast	Current Forecast	Previous Forecast vs. Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent	
								Current Forecast	Approved Budget v1 vs. Current Forecast	Current Forecast Remaining	% Current Forecast Spent	
5605 Equipment Leases	2,966	1,109	2,285	9,898	17,568	19,680	19,680	-	(2,112)	9,782	50%	
5610 Rent	37,521	1,098	13,970	94,072	164,800	165,930	165,930	-	(1,130)	71,857	57%	
5611 Prop 39 Related Costs	32,500	-	-	65,000	142,140	130,000	130,000	-	12,140	65,000	50%	
5615 Repairs and Maintenance - Building	13,397	18,334	11,835	110,694	81,145	287,706	287,706	-	(206,562)	177,012	38%	
5618 Repairs & Maintenance - Auto	1,017	-	1,334	3,161	10,300	7,185	7,185	-	3,115	4,023	44%	
5803 Accounting Fees	-	-	7,792	8,049	31,158	29,719	29,719	-	1,438	21,670	27%	
5809 Banking Fees	10	14	10	64	1,545	961	961	-	584	898	7%	
5812 Business Services	17,500	17,500	17,500	105,000	205,000	210,000	210,000	-	(5,000)	105,000	50%	
5815 Consultants - Instructional	-	-	45,354	170,942	169,000	198,882	208,829	(9,948)	(39,829)	37,887	82%	
5820 Consultants - Non Instructional - Custom 1	3,450	-	22,000	71,678	171,198	172,789	172,789	-	(1,591)	101,111	41%	
5824 District Oversight Fees	-	-	49,439	49,439	77,410	77,395	77,379	16	31	27,940	64%	
5828 Scholarships	-	-	750	750	-	13,648	13,648	-	(13,648)	12,898	5%	
5830 Field Trips Expenses	1,268	200	-	4,429	30,900	19,371	19,371	-	11,529	14,942	23%	
5833 Fines and Penalties	-	-	55	1,873	1,031	1,818	2,000	(182)	(969)	127	94%	
5836 Fingerprinting	-	1,501	-	2,528	3,713	3,166	3,166	-	547	638	80%	
5845 Legal Fees	8,396	3,853	4,291	108,777	129,960	190,210	190,210	-	(60,250)	81,434	57%	
5851 Marketing and Student Recruiting	15	15	7,679	21,129	20,600	19,886	31,290	(11,404)	(10,690)	10,161	68%	
5857 Payroll Fees	699	684	702	3,866	10,300	9,240	9,240	-	1,060	5,374	42%	
5861 Prior Yr Exp (not accrued)	1,601	-	2,400	19,471	-	16,752	19,471	(2,719)	(19,471)	(0)	100%	
5863 Professional Development	13,203	5,700	20,558	43,981	63,644	115,226	124,076	(8,850)	(60,431)	80,095	35%	
5869 Special Education Contract Instructors	-	34,425	844	37,397	157,075	188,486	188,486	-	(31,411)	151,089	20%	
5872 Special Education Encroachment	1,557	-	1,557	5,786	15,620	5,000	8,000	(3,000)	7,620	2,214	72%	
5874 Sports	14,277	1,701	3,568	27,416	25,000	25,000	25,000	-	-	(2,416)	110%	
5877 Student Activities	-	2,764	5	2,906	18,251	532	5,000	(4,468)	13,251	2,094	58%	
5878 Student Assessment	-	-	763	12,032	5,546	17,033	17,033	-	(11,487)	5,001	71%	
5880 Student Health Services	-	-	-	-	7,725	8,111	8,111	-	(386)	8,111	0%	
5881 Student Information System	-	-	-	5,626	10,000	6,175	6,175	-	3,825	549	91%	
5884 Substitutes	1,260	2,259	3,016	8,530	30,900	37,902	37,902	-	(7,002)	29,372	23%	
5887 Technology Services	13,935	-	4,904	32,308	133,022	132,773	106,730	26,043	26,292	74,422	30%	
5893 Transportation - Student	9,122	2,694	(963)	17,052	18,540	28,540	28,540	-	(10,000)	11,488	60%	
5898 Bad Debt Expense	-	-	-	-	11,637	11,637	11,637	-	(11,637)	11,637	0%	
5899 Miscellaneous Operating Expenses	7,651	886	12,350	46,179	23,836	35,203	57,503	(22,300)	(33,667)	11,324	80%	
5900 Communications	9,429	4,748	5,205	55,069	102,578	109,546	109,546	-	(6,968)	54,478	50%	
5915 Postage and Delivery	2,366	15	427	3,862	6,386	4,705	4,705	-	1,681	843	82%	
SUBTOTAL - Services & Other Operating Exp.	245,387	121,319	281,225	1,536,864	2,664,045	3,084,357	3,140,492	(56,135)	(476,447)	1,603,628	49%	
Capital Outlay & Depreciation												
6430 Other Equipment (capitalizable items)	-	-	46,088	46,088	-	-	-	-	-	(46,088)		
6900 Depreciation	-	-	236,617	236,617	400,563	401,313	386,633	14,680	13,930	150,016	61%	
SUBTOTAL - Capital Outlay & Depreciation	-	-	282,705	282,705	400,563	401,313	386,633	14,680	13,930	103,928	73%	
Other Outflows & Amortization												
7438 Debt Service - Interest	-	-	-	-	23,777	23,777	23,777	-	-	23,777	0%	
SUBTOTAL - Other Outflows & Amortization	-	-	-	-	23,777	23,777	23,777	-	-	23,777	0%	
TOTAL EXPENSES	1,025,299	748,464	1,479,620	5,800,548	10,541,499	11,586,258	11,807,472	(221,214)	(1,265,973)	6,006,925	49%	

Oakland Military Institute
Monthly Cash Forecast
As of Dec FY2026

	2025-26 Actuals & Forecast													
	Jul Actuals	Aug Actuals	Sep Actuals	Oct Actuals	Nov Actuals	Dec Actuals	Jan Forecast	Feb Forecast	Mar Forecast	Apr Forecast	May Forecast	Jun Forecast	Forecast	Remaining Balance
Beginning Cash	3,229,420	4,419,069	4,791,302	4,456,906	4,398,420	4,030,917	3,511,743	3,330,067	3,032,607	3,051,264	3,348,035	3,048,090		
REVENUE														
LCFF Entitlement	-	530,606	668,056	518,471	375,318	518,471	834,861	518,471	596,670	1,092,362	599,410	599,410	7,512,500	660,392
Federal Revenue	-	-	-	40,768	2,786	84,578	2,372	97,394	30,928	65,728	97,394	30,928	644,743	191,868
Other State Revenue	28,195	281,777	52,576	180,496	88,748	78,628	441,058	70,847	114,329	116,112	109,237	183,214	2,286,947	541,730
Other Local Revenue	904	12,174	6,301	148,441	856	17,509	30,515	4,096	70,088	24,096	4,096	61,839	446,908	65,993
Fundraising & Grants	-	150,000	-	1,109	-	4,277	200,000	-	300,000	-	-	332,641	988,027	-
TOTAL REVENUE	29,099	974,557	726,933	889,286	467,708	703,463	1,508,806	690,808	1,112,015	1,298,297	810,136	1,208,032	11,879,124	1,459,983
EXPENSES														
Certificated Salaries	43,786	338,008	357,298	350,573	359,527	396,136	442,921	368,909	368,909	433,545	97,017	3,925,536	-	
Classified Salaries	57,077	108,454	132,888	133,969	131,960	138,116	157,888	138,161	138,161	138,161	138,161	92,568	1,505,563	-
Employee Benefits	158,278	148,246	196,273	185,524	128,487	267,504	197,430	183,879	183,879	176,703	189,759	47,883	2,063,845	-
Books & Supplies	73,532	16,445	27,947	109,846	7,171	113,935	51,828	52,317	53,996	79,229	55,831	50,193	761,626	69,358
Services & Other Operating Expenses	360,217	213,252	315,464	245,387	121,319	281,225	254,859	238,384	341,795	231,906	286,167	249,957	3,140,492	560
Capital Outlay & Depreciation	-	-	-	-	-	282,705	(11,081)	32,219	32,219	32,219	32,219	32,219	386,633	(46,088)
Other Outflows	-	-	-	-	-	-	12,171	1,706	1,698	1,690	1,682	1,673	23,777	3,156
TOTAL EXPENSES	692,889	824,405	1,029,869	1,025,299	748,464	1,479,620	1,106,017	1,015,575	1,120,656	1,028,816	1,137,363	571,511	11,807,472	26,986
Operating Cash Inflow (Outflow)	(663,790)	150,152	(302,936)	(136,014)	(280,756)	(776,157)	402,789	(324,767)	(8,641)	269,481	(327,227)	636,520	71,652	1,432,997
Accounts Receivable	1,673,590	220,203	34,231	72,145	17,241	22,275	54,814	-	-	-	-	-	-	
Other Current Assets	149,310	-	-	-	-	-	-	-	-	-	-	-	-	
Fixed Assets	-	-	-	-	-	236,617	(201,581)	32,219	32,219	32,219	32,219	32,219	32,219	
Accounts Payable	(71,015)	(20,654)	(21,766)	(38,878)	(39,911)	(38,452)	(264,881)	-	-	-	-	-	-	
Other Current Liabilities	(42,297)	22,532	(43,926)	44,260	(64,077)	36,543	(81,579)	-	-	-	-	-	-	
Deferred Revenue	143,851	-	-	-	-	-	(57,074)	-	-	-	-	-	(712,960)	
Loans Payable (Long-Term)	-	-	-	-	-	-	(34,163)	(4,913)	(4,921)	(4,929)	(4,938)	(4,946)		
Ending Cash	4,419,069	4,791,302	4,456,906	4,398,420	4,030,917	3,511,743	3,330,067	3,032,607	3,051,264	3,348,035	3,048,090	2,998,924		

Oakland Military Institute
Multi-year Projection
As of Dec FY2026

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28
SUMMARY			
Revenue			
LCFF Entitlement	7,512,500	7,688,554	8,091,895
Federal Revenue	644,743	657,066	666,478
Other State Revenues	2,286,947	2,025,131	1,780,351
Local Revenues	446,908	277,908	277,908
Fundraising and Grants	988,027	80,000	80,000
Total Revenue	11,879,124	10,728,659	10,896,632
Expenses			
Compensation and Benefits	7,494,945	6,838,983	6,996,103
Books and Supplies	761,626	769,906	1,033,673
Services and Other Operating Expenditures	3,140,492	2,906,848	2,713,291
Depreciation	386,633	395,945	364,885
Other Outflows & Amortization	23,777	24,490	25,225
Total Expenses	11,807,472	10,936,172	11,133,176
Net Income	71,652	(207,513)	(236,544)
Fund Balance			
Beginning Balance (Unaudited)	12,384,537	12,456,189	12,248,676
Audit Adjustment			
Beginning Balance (Audited)	12,384,537	12,456,189	12,248,676
Net Income	71,652	(207,513)	(236,544)
Ending Fund Balance	12,456,189	12,248,676	12,012,132
Total Revenue Per ADA	25,275	22,827	22,730
Total Expenses Per ADA	25,122	23,268	23,223
Net Income Per ADA	152	(442)	(493)
Fund Balance as a % of Expenses	105%	112%	108%

Oakland Military Institute
Multi-year Projection
As of Dec FY2026

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28
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Key Assumptions**Enrollment Breakdown**

6	70	70	75
7	70	70	75
8	85	85	85
9	80	80	80
10	77	77	77
11	64	64	64
12	54	54	54
Total Enrolled	500	500	510

ADA %

4-6	94.0%	94.0%	94.0%
7-8	94.0%	94.0%	94.0%
9-12	94.0%	94.0%	94.0%
Average ADA %	94.0%	94.0%	94.0%

ADA

4-6	66	66	71
7-8	146	146	150
9-12	259	259	259
Total ADA	470	470	479

Oakland Military Institute
Multi-year Projection
As of Dec FY2026

		Year 1 2025-26	Year 2 2026-27	Year 3 2027-28
REVENUE				
LCFF Entitlement				
8011	Charter Schools General Purpose Entitlement - State Aid	4,358,811	4,503,380	4,796,344
8012	Education Protection Account Entitlement	1,306,457	1,337,943	1,411,375
8096	Charter Schools in Lieu of Property Taxes	1,847,232	1,847,232	1,884,176
	SUBTOTAL - LCFF Entitlement	7,512,500	7,688,554	8,091,895
Federal Revenue				
8181	Special Education - Entitlement	69,600	72,645	72,500
8220	Child Nutrition Programs	309,280	318,558	328,115
8291	Title I	205,873	205,873	205,873
8292	Title II	23,014	23,014	23,014
8293	Title III	20,982	20,982	20,982
8294	Title IV	15,994	15,994	15,994
	SUBTOTAL - Federal Revenue	644,743	657,066	666,478
Other State Revenue				
8319	Other State Apportionments - Prior Years	219,175	-	-
8381	Special Education - Entitlement (State	431,239	431,239	439,864
8382	Special Education Reimbursement (State	38,640	40,100	40,902
8520	Child Nutrition - State	140,699	144,920	149,267
8545	School Facilities Apportionments	104,346	106,861	110,515
8550	Mandated Cost Reimbursements	18,404	19,973	20,656
8560	State Lottery Revenue	133,524	133,524	136,194
8590	All Other State Revenue	802,753	721,026	456,450
8591	Prop 28 Arts & Music in Schools	96,000	99,532	99,324
8593	ELOP	140,667	166,456	165,678
8596	ASES	161,500	161,500	161,500
	SUBTOTAL - Other State Revenue	2,286,947	2,025,131	1,780,351
Local Revenue				
8660	Interest	30,000	30,000	30,000
8670	Student Activities	25,189	25,189	25,189
8699	All Other Local Revenue	263,971	94,971	94,971
8703	Measure G1	127,748	127,748	127,748
	SUBTOTAL - Local Revenue	446,908	277,908	277,908
Fundraising and Grants				
8803	Fundraising	988,027	80,000	80,000
	SUBTOTAL - Fundraising and Grants	988,027	80,000	80,000
TOTAL REVENUE		11,879,124	10,728,659	10,896,632

Oakland Military Institute
Multi-year Projection
As of Dec FY2026

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28
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EXPENSES**Compensation & Benefits****Certificated Salaries**

1100	Teachers Salaries	2,842,832	2,694,961	2,733,576
1103	Teacher - Substitute Pay	169,747	164,008	164,008
1200	Certificated Pupil Support Salaries	200,055	202,658	205,296
1300	Certificated Supervisor & Administrator Salaries	712,902	712,902	712,932
	SUBTOTAL - Certificated Salaries	3,925,536	3,774,529	3,815,812

Classified Salaries

2100	Classified Instructional Aide Salaries	201,288	220,235	220,235
2200	Classified Support Salaries	275,941	277,654	280,969
2300	Classified Supervisor & Administrator Salaries	356,020	361,946	367,303
2400	Classified Clerical & Office Salaries	263,955	270,662	278,282
2900	Classified Other Salaries	408,360	-	-
	SUBTOTAL - Classified Salaries	1,505,563	1,130,497	1,146,789

Employee Benefits

3100	STRS	680,905	652,661	659,681
3200	PERS	377,643	286,413	300,806
3300	OASDI-Medicare-Alternative	194,452	163,376	165,502
3400	Health & Welfare Benefits	719,598	753,738	829,111
3500	Unemployment Insurance	31,506	23,814	23,814
3600	Workers Comp Insurance	59,742	53,955	54,589
	SUBTOTAL - Employee Benefits	2,063,845	1,933,957	2,033,503

Books & Supplies

4200	Books & Other Reference Materials	20,236	20,843	21,468
4320	Educational Software	67,476	69,500	312,255
4325	Instructional Materials & Supplies	50,000	51,500	53,045
4330	Office Supplies	20,600	21,218	21,855
4352	Graduation	9,893	10,190	10,496
4410	Classroom Furniture, Equipment & Supplies	27,450	15,764	16,237
4420	Computers: individual items less than \$5k	106,219	109,405	112,688
4430	Non Classroom Related Furniture, Equipment & Supplies	10,789	11,113	11,446
4710	Student Food Services	416,146	428,630	441,489
4720	Other Food	32,818	31,742	32,695
	SUBTOTAL - Books and Supplies	761,626	769,906	1,033,673

Services & Other Operating Expenses

5100	Subagreements for Services	150,000	154,500	159,135
5200	Travel & Conferences	24,395	26,000	26,780
5300	Dues & Memberships	17,636	18,166	18,711
5400	Insurance	170,706	175,827	181,102
5515	Janitorial, Gardening Services & Supplies	156,648	161,347	166,187
5520	Security	91,150	93,885	96,702

Oakland Military Institute
Multi-year Projection
As of Dec FY2026

		Year 1	Year 2	Year 3
		2025-26	2026-27	2027-28
5535	Utilities - All Utilities	192,938	196,446	202,340
5605	Equipment Leases	19,680	20,271	20,879
5610	Rent	165,930	170,908	176,035
5611	Prop 39 Related Costs	130,000	133,900	137,917
5615	Repairs and Maintenance - Building	287,706	181,656	187,106
5618	Repairs & Maintenance - Auto	7,185	7,400	7,622
5803	Accounting Fees	29,719	30,611	31,529
5809	Banking Fees	961	990	1,020
5812	Business Services	210,000	215,000	215,000
5815	Consultants - Instructional	208,829	153,294	157,893
5820	Consultants - Non Instructional - Custom 1	172,789	10,417	10,730
5824	District Oversight Fees	77,379	81,568	88,422
5828	Scholarships	13,648	14,057	14,479
5830	Field Trips Expenses	19,371	19,952	20,550
5833	Fines and Penalties	2,000	2,060	2,122
5836	Fingerprinting	3,166	3,261	3,359
5845	Legal Fees	190,210	101,156	104,191
5851	Marketing and Student Recruiting	31,290	32,229	33,196
5857	Payroll Fees	9,240	9,517	9,803
5861	Prior Yr Exp (not accrued)	19,471	-	-
5863	Professional Development	124,076	52,385	53,957
5869	Special Education Contract Instructors	188,486	194,140	199,965
5872	Special Education Encroachment	8,000	8,240	8,487
5874	Sports	25,000	25,750	26,523
5877	Student Activities	5,000	5,150	5,305
5878	Student Assessment	17,033	17,544	18,070
5880	Student Health Services	8,111	8,355	8,605
5881	Student Information System	6,175	6,360	6,551
5884	Substitutes	37,902	39,039	40,210
5887	Technology Services	106,730	317,178	47,972
5893	Transportation - Student	28,540	29,396	30,278
5898	Bad Debt Expense	11,637	11,986	12,345
5899	Miscellaneous Operating Expenses	57,503	59,228	61,005
5900	Communications	109,546	112,832	116,217
5915	Postage and Delivery	4,705	4,846	4,992
SUBTOTAL - Services & Other Operating Exp.		3,140,492	2,906,848	2,713,291
 Depreciation Expense				
6900	Depreciation	386,633	395,945	364,885
SUBTOTAL - Depreciation Expense		386,633	395,945	364,885
 Other Outflows & Amortization				
7438	Debt Service - Interest	23,777	24,490	25,225
SUBTOTAL - Other Outflows & Amortization		23,777	24,490	25,225
 TOTAL EXPENSES				
		11,807,472	10,936,172	11,133,176

Coversheet

Van Purchase Update

Section:	VI. Information/Discussion Items
Item:	D. Van Purchase Update
Purpose:	
Submitted by:	CMSgt (CA) Thomas James
Related Material:	20260116 MPV Purchase and Configuration.pdf 10 Passenger Van Quote 48070.pdf Specs.pdf Conversion Flyer.pdf

BACKGROUND:

This item is provided as an informational update to the Board in advance of any purchase action. Oakland Military Institute is evaluating the acquisition of an additional 10-passenger Ford Transit Multipurpose Passenger Vehicle (MPV) to support cadet transportation needs. The proposed vehicle configuration is appropriate for school use under California Department of Education (CDE) guidance and California Department of Transportation (Caltrans) classifications, allowing operation by non-CDL staff while meeting pupil transportation requirements.

OMI currently operates six Ford Transit MPVs (model years 2016 and 2018). These vehicles show varying mileage and cosmetic condition consistent with long-term school use, yet retain meaningful market value, with estimated trade-in ranges of approximately \$16,000 to \$21,500 per vehicle. This fleet history demonstrates both durability and fiscal efficiency of the Transit MPV platform.

Staff are sharing this information to brief the Board on anticipated costs, compliance considerations, and fleet context prior to bringing forward any formal purchase recommendation or approval request.

The resources (\$307,000) available is from the Career Technical Education Incentive Grant (CTEIG). Two vehicle purchase is due by spring 2026.

CALIFORNIA YOUTH & COMMUNITY PROGRAMS TASK FORCE – TASK FORCE TORCH

OAKLAND MILITARY INSTITUTE

3877 Lusk Street
Oakland, California 94608



NGCA-YCP-OMI

16 January 2026

MEMORANDUM FOR OMI Board of Directors

SUBJECT: MPV Purchase and Conversion – Cost Summary

1. This memorandum documents the acquisition of a cadet transportation vehicle and the associated conversion costs. All pricing reflected below is current as of January 16, 2026, based on dealer quotes and conversion documentation

a. Base Vehicle

Vehicle: 2025 Ford Transit-350 Passenger Van

Configuration: Rear-Wheel Drive (RWD), Low Roof, 148" Wheelbase, XL trim

Capacity (post-conversion): 9 cadets + 1 driver (10-pax total)

Regulatory Status: The 10-passenger configuration qualifies as a Multipurpose Passenger Vehicle (MPV) and is appropriate and allowable under California Department of Education (CDE) pupil transportation guidance and California Department of Transportation (Caltrans) vehicle classifications for school use when operated as an MPV.

b. The Ford Transit platform was selected for reliability, fleet service availability, and compatibility with school transportation conversion needs.

2. Conversion

The vehicle is converted into a 10-Passenger School Van by a Ford Qualified Vehicle Modifier (QVM), ensuring factory-level safety and performance standards. Key conversion elements include:

Retention of OEM seating, flooring, and vehicle body

Center aisle configuration for safe boarding and egress

Configuration consistent with CDE and Caltrans recognition of MPVs used by schools, avoiding classification as a yellow school bus and eliminating CDL requirements

3. Cost Summary (cont.)

Component	Cost
Base Vehicle MSRP (including destination)	\$59,565.00
Applied Dealer Discount	(\$5,151.09)
Adjusted Vehicle Price	\$54,413.91
School Van Conversion (10-Passenger)	\$4,922.00
State & Local Taxes	\$6,081.93
License, Registration, & Fees	\$42.75
Total Delivered Price	\$65,460.59

Pricing and configuration details are supported by dealer and specification documentation on file.

4. Operational and Compliance Value

a. This acquisition supports:

Safe and compliant cadet transportation aligned with CDE and Caltrans guidance for MPVs

Use by non-CDL staff is consistent with California regulations

Reduced operational costs and increased scheduling flexibility

Transport for athletics, leadership activities, field instruction, and community engagement

5. Fiscal Consideration

a. The total delivered cost of \$65,460.59 represents a one-time capital expenditure for a fleet asset with a multi-year service life and is appropriate for capitalization under OMI's fixed-asset policy.

b. OMI currently operates **six Ford Transit MPVs** (model years **2016 and 2018**) used for cadet transportation. These vehicles exhibit varying degrees of cosmetic wear and accumulated mileage consistent with long-term school use. Based on recent market indicators and fleet trade-in,

c. Average trade-in value per existing MPV: approximately \$16,000 to \$21,500. Valuation variability is driven by mileage, interior/exterior condition, and maintenance history.

6. If you have any questions regarding this update, please contact me at tjames@omiacademy.org or (510) 775-5732.

NGCA-YCP-OMI

SUBJECT: MPV Purchase and Conversion – Cost Summary



THOMAS L. JAMES
CMSgt (CA), CSG
Commandant and CBO

OMI – Celebrating **25** Years of Excellence | 2001–2026

The Ford Store San Leandro

1111 Marina Blvd.
San Leandro, CA 94577
(510) 352-2000

Buyer: OAKLAND MILITARY INSTITUTE 3877 LUSK ST OAKLAND, CA 946083822 Home #: (510) 594-3957 Work #: (510) 594-3909	Co Buyer: Home #: Work #: Salesperson:	Deal #: 48070 Deal Date: 05/12/2025 Print Time: 10:26am
New <input type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/>	Vehicle Stock #: Description: 2025 FORD	VIN: Mileage:
Trade		
2025 Transit 350 Low Roof XL RWD 12 Passenger White Van		
Government Quote		
This quote will expire on 6/13/2025.		
Aftermarkets: 10 PASSENGER VAN CONVERSION	\$ 4,922.00	Our List Price: \$ 59,565.00 Discount Savings: \$ 5,151.09 Sale Price After Rebate: \$ 54,413.91 Total Financed Aftermarkets: \$ 4,922.00 Total Trade Allowance: \$ 0.00 Trade Difference: \$ 59,335.91
Sales Tax and DMV fee are subjects to change.		
Total Aftermarkets:	\$ 4,922.00	Documentary Fee: \$ 0.00 State & Local Taxes: Oakland 10.25% \$ 6,081.93 Total License and Fees: \$ 42.75 Total Cash Price: \$ 65,460.59
Rate: Amount Financed:	\$ 65,460.59	Total Trade Payoff: \$ 0.00 Delivered Price: \$ 65,460.59
Cash Down Payment + Deposit: \$ 0.00		
Unpaid Balance: \$ 65,460.59		
Service Agreement: \$ 0.00 Maintenance Agreement: \$ 0.00 GAP Insurance: \$ 0.00 Credit Life, Accident & Health: \$ 0.00 Other: \$ 0.00 Amount Financed: \$ 65,460.59		



Prepared by: ming yeung

05/09/2025

The Ford Store San Leandro | 1111 Marina Blvd. San Leandro California | 945773364

2025 Transit-350 Passenger RWD Low Roof Van 148" WB XL (X2Y)

Price Level: 530

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X2Y	Base Vehicle Price (X2Y)	\$56,400.00
Packages		
301A	Order Code 301A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i> - Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i> - 3.73 Axle Ratio - GVWR: 9,400 lb - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Black Hubcap - Radio: AM/FM Stereo <i>Includes 4.0" multi-function display, Bluetooth and dual USB ports.</i> - 8 Speakers (4 Front/4 Rear)	N/C
Powertrain		
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i>	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 9,400 lb	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included
Seats & Seat Trim		
V	Vinyl Front Bucket Seats	N/C
21G	Dark Palazzo Gray Vinyl Bucket Seats <i>Deletes driver lumbar support and passenger armrest. Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest.</i>	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: ming yeung

05/09/2025

The Ford Store San Leandro | 1111 Marina Blvd. San Leandro California | 945773364

2025 Transit-350 Passenger RWD Low Roof Van 148" WB XL (X2Y)

Price Level: 530

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
148WB	148" Wheelbase	STD
153	Front License Plate Bracket Standard in states requiring two license plates and optional in all other states.	N/C
545	Short-Arm Manual-Folding Heated Pwr Adjusting Mirrors <i>Includes turn signals.</i>	\$160.00
68H	Passenger Running Board <i>Covers the B-C pillar passenger-side.</i>	\$310.00
58U	Radio: AM/FM Stereo <i>Includes 4.0" multi-function display, Bluetooth and dual USB ports.</i> <i>Includes:</i> <i>- 8 Speakers (4 Front/4 Rear)</i>	Included
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>	\$75.00
43R	Reverse Sensing System	\$295.00
43B	Back Up Alarm <i>Includes 97 dB(A) warning capability.</i>	\$185.00

Fleet Options

942	Daytime Running Lamps	\$45.00
<i>Requires valid FIN or dealer code.</i>		
WARANT	Fleet Customer Powertrain Limited Warranty	N/C

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guide distributed with the purchase of every new vehicle.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: ming yeung

05/09/2025

The Ford Store San Leandro | 1111 Marina Blvd. San Leandro California | 945773364

2025 Transit-350 Passenger RWD Low Roof Van 148" WB XL (X2Y)

Price Level: 530

As Configured Vehicle (cont'd)

Code	Description	MSRP
Emissions		
425	50-State Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
VK_03	Dark Palazzo Gray w/Vinyl Front Bucket Seats	N/C
SUBTOTAL		\$57,470.00
Destination Charge		\$2,095.00
TOTAL		\$59,565.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: ming yeung

05/09/2025

The Ford Store San Leandro | 1111 Marina Blvd. San Leandro California | 945773364

2025 Transit-350 Passenger RWD Low Roof Van 148" WB XL (X2Y)

Price Level: 530

Pricing Summary - Single Vehicle**MSRP***Vehicle Pricing*

	MSRP
Base Vehicle Price	\$56,400.00
Options	\$1,070.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,095.00
Total	\$59,565.00

Customer Signature

Acceptance Date

Ford Transit School Van™

YEARS: 2023

UPFIT: SCHOOL VAN

WHEELBASE: 148"

ROOF: LOW, MEDIUM, HIGH



Introducing the 10-Passenger Ford Transit School Van By Drivege



No CDL Driver Required, Meets All-Purpose Vehicle Requirements

Efficiently transport 9 students and a driver with the 10-passenger Ford Transit School Van by Drivege. It qualifies as a Multipurpose Passenger Vehicle for school use, eliminating the need for a CDL driver and offering a lower cost of ownership.

The Drivege School Van™ Looks And Drives Like A Factory Van



Center Aisle

Convenient center aisle layout for easier onboarding/offboarding.



OEM Seats & Floor

Retains the original factory seats, body, and floor.



QVM Modified

Drivege is a Qualified Vehicle Modifier for Ford ensuring your conversion performs like a factory-made vehicle.



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Coversheet

Approve School Accountability Report Card [SARC]

Section:	VII. Action Items
Item:	A. Approve School Accountability Report Card [SARC]
Purpose:	
Submitted by:	
Related Material:	[2024-2025] SARC for January 2026 Board Meeting (revised).pdf

BACKGROUND:

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

RECOMMENDATION:

Staff recommends the Board approve the 2024-2025 School Accountability Report Card.

Oakland Military Institute, College Preparatory Academy

2024–25 School Accountability Report Card

Reported Using Data from the 2024–25 School Year

California Department of Education

Address: 3877 Lusk St.
Oakland, CA , 94608-3822

Principal: Dr. Mary E. Streshly, Superintendent

Phone: (510) 594-3900

Grade Span: 6-12

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

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

DataQuest

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

California School Dashboard

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

Internet Access

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

Admission Requirements for the University of California (UC)

Admission requirements for the UC follow guidelines set forth in the Master Plan, which requires that the top one-eighth of the state's high school graduates, as well as those transfer students who have successfully completed specified college course work, be eligible for admission to the UC. These requirements are designed to ensure that all eligible students are adequately prepared for University-level work. For general admissions requirements, please visit the UC Admissions Information website at <https://admission.universityofcalifornia.edu/>.

Admission Requirements for the California State University (CSU)

Eligibility for admission to the CSU is determined by three factors: (1) Specific high school courses, (2) Grades in specified courses and test scores, and (3) Graduation from high school. Some campuses have higher standards for particular majors or students who live outside the local campus area. Because of the number of students who apply, a few campuses have higher standards (supplementary admission criteria) for all applicants. Most CSU campuses have local admission guarantee policies for students who graduate or transfer from high schools and colleges that are historically served by a CSU campus in that region. For admission, application, and fee information, see the CSU website at <https://www2.calstate.edu/>.

About This School

Dr. Mary E. Streshly, Superintendent

Principal, Oakland Military Institute, College Preparatory Academy

About Our School



Superintendent Streshly's Bio:

Dr. Mary Streshly is an experienced educational leader with over 30 years of leadership experience in K-16 public education. Before coming to OMI, Dr. Streshly served as Schools Chief, Chief Academic Officer and Executive Director of Educational Services and Leadership development in San Mateo and Santa Clara Counties. Dr. Streshly has also held the positions of Principal of Half Moon Bay High School, Assistant Principal of Curriculum and Instruction at Lowell High School in San Francisco Unified. Prior to coming to the Bay Area, she was a classroom teacher for 14 years in San Marcos Unified School District (in Northern San Diego County) where she was honored as Teacher of the Year. She has received multiple professional and academic awards and continuing education certifications. Dr. Streshly earned a Bachelor of Arts degree from the University of California, Berkeley, a Masters of Arts and teaching credentials from San Diego State University, Administrative credential from Cal State University San Marcos and a Doctorate in Educational Leadership from San Francisco State University, in which she also served as adjunct faculty for the Doctoral Program in Educational Leadership teaching Policy, Law and the Political Economy of Education.

Contact

Oakland Military Institute, College Preparatory Academy
3877 Lusk St.
Oakland, CA 94608-3822

Phone: (510) 594-3900

Email: mstreshly@omiacademy.org

Contact Information (School Year 2025–26)

District Contact Information (School Year 2025–26)

District Name	Oakland Unified
Phone Number	(510) 879-8000
Superintendent	Saddler, Denise
Email Address	denise.saddler@ousd.org
Website	www.ousd.org

School Contact Information (School Year 2025–26)

School Name	Oakland Military Institute, College Preparatory Academy
Street	3877 Lusk St.
City, State, Zip	Oakland, CA , 94608-3822
Phone Number	(510) 594-3900
Principal	Dr. Mary E. Streshly, Superintendent
Email Address	mstreshly@omiacademy.org
Website	http://www.oakmil.org
Grade Span	6-12
County-District-School (CDS) Code	01612590130617

School Description and Mission Statement (School Year 2025–26)

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

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

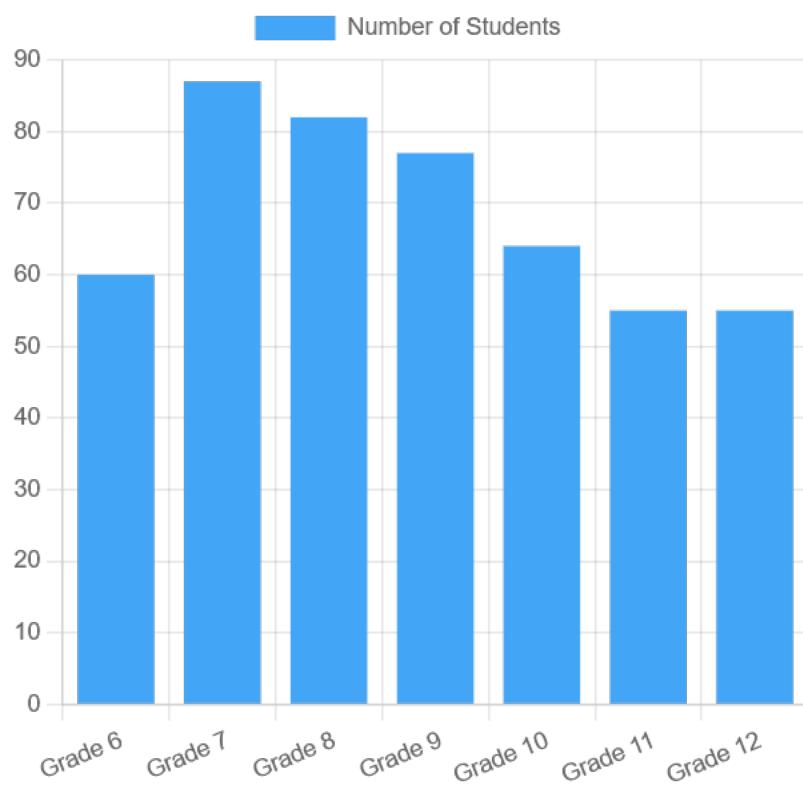
OMI was renewed by its authorizer, the Oakland Unified School District (OUSD), in 2019 for a term extending through 2027, and in 2023 earned a full 6-year accreditation from the Western Association of Schools and Colleges [WASC]. Over the course of two years, OMI has achieved and surpassed the recommendations of the CA Collaborative for Educational Excellence, earning a letter of commendation from this state agency for our

tremendous academic gains, which have OMI currently outperforming the majority of Oakland High Schools. Our latest groundbreaking initiative to ensure OMI continues to outperform our counterparts in Oakland is to expand our Dual Enrollment partnership with Peralta Community Colleges to allow us to offer the prestigious Governor's Baccalaureate Diploma [a rigorous set of college coursework that advances our graduates with a full year of UC/CSU transferable college credits "CALGETC"]], saving Alameda County families thousands of dollars in tuition. OMI honored our first Governor's Baccalaureate Diploma recipients in the graduating class of 2025 with scholarships generously donated by our Governing Board. Additionally, our early college partners will now include the elite Cal Poly Solano as our Entrance Camp host.

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

Student Enrollment by Grade Level (School Year 2024–25)

Grade Level	Number of Students
Grade 6	60
Grade 7	87
Grade 8	82
Grade 9	77
Grade 10	64
Grade 11	55
Grade 12	55
Total Enrollment	480



Student Enrollment by Student Group (School Year 2024–25)

Student Group	Percent of Total Enrollment	Student Group (Other)	Percent of Total Enrollment
Female	38.50%	English Learners	34.80%
Male	61.30%	Foster Youth	0.20%
Non-Binary	0.20%	Homeless	1.90%
American Indian or Alaska Native	0.00%	Migrant	0.00%
Asian	10.20%	Socioeconomically Disadvantaged	90.60%
Black or African American	14.00%	Students with Disabilities	15.00%
Filipino	0.20%		
Hispanic or Latino	68.30%		
Native Hawaiian or Pacific Islander	0.00%		
Two or More Races	2.10%		
White	0.80%		

A. Conditions of Learning

State Priority: Basic

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

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

Teacher Preparation and Placement (School Year 2021–22)

Several CALPADS reporting errors made by a contracted third-party agency skewed our teacher assignment data. Additionally, certifications for our state active-duty military instructors are not in full alignment with CTC credentialing requirements.

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	11.30	40.46%	1583.50	61.54%	234405.20	84.00%
Intern Credential Holders Properly Assigned	4.00	14.29%	148.90	5.79%	4853.00	1.74%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	10.80	38.79%	719.90	27.98%	12001.50	4.30%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.80	2.86%	75.30	2.93%	11953.10	4.28%
Unknown/Incomplete/NA	1.00	3.57%	45.40	1.77%	15831.90	5.67%
Total Teaching Positions	28.00	100.00%	2573.20	100.00%	279044.80	100.00%

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

Teacher Preparation and Placement (School Year 2022–23)

Several CALPADS reporting errors made by a contracted third-party agency skewed our teacher assignment data. Additionally, certifications for our state active-duty military instructors are not in full alignment with CTC credentialing requirements.

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	14.80	51.29%	1450.80	58.72%	231142.40	83.24%
Intern Credential Holders Properly Assigned	3.90	13.52%	121.90	4.93%	5566.40	2.00%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	8.10	28.01%	782.20	31.66%	14938.30	5.38%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	0.50	1.72%	49.10	1.99%	11746.90	4.23%
Unknown/Incomplete/NA	1.50	5.42%	66.90	2.71%	14303.80	5.15%
Total Teaching Positions	28.90	100.00%	2471.00	100.00%	277698.00	100.00%

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

Teacher Preparation and Placement (School Year 2023-24)

Several CALPADS reporting errors made by a contracted third-party agency skewed our teacher assignment data. Additionally, certifications for our state active-duty military instructors are not in full alignment with CTC credentialing requirements.

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)	14.90	45.29%	1316.40	52.77%	230039.40	100.00%
Intern Credential Holders Properly Assigned	1.00	3.03%	73.10	2.93%	6213.80	2.23%
Teachers Without Credentials and Misassignments ("ineffective" under ESSA)	14.80	44.99%	988.50	39.63%	16855.00	6.04%
Credentialed Teachers Assigned Out-of-Field ("out-of-field" under ESSA)	1.20	3.64%	62.80	2.52%	12112.80	4.34%
Unknown/Incomplete/NA	1.00	3.03%	53.70	2.15%	13705.80	4.91%
Total Teaching Positions	33.00	100.00%	2494.60	100.00%	278927.10	100.00%

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

Teachers Without Credentials and Misassignments

(considered "ineffective" under ESSA)

Several CALPADS reporting errors made by a contracted third-party agency skewed our teacher assignment data. Additionally, certifications for our state active-duty military instructors are not in full alignment with CTC credentialing requirements.

Authorization/Assignment	2021–22 Number	2022–23 Number	2023–24 Number
Permits and Waivers	0.00	1	0.00
Misassignments	10.80	7.1	14.80
Vacant Positions	0.00	0	0.00
Total Teachers Without Credentials and Misassignments	10.80	8.1	14.80

Credentialed Teachers Assigned Out-of-Field

(considered "out-of-field" under ESSA)

Indicator	2021–22 Number	2022–23 Number	2023–24 Number
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0	1.00
Local Assignment Options	0.80	0.5	0.20
Total Out-of-Field Teachers	0.80	0.5	1.20

Class Assignments

Several CALPADS reporting errors made by a contracted third-party agency skewed our teacher assignment data. Additionally, certifications for our state active-duty military instructors are not in full alignment with CTC credentialing requirements.

Indicator	2021– 22	2022– 23	2023– 24
	Percent	Percent	Percent
Misassignments for English Learners (a percentage of all the classes with English learners taught by teachers that are misassigned)	54.5%	35.9%	49.00%
No credential, permit or authorization to teach (a percentage of all the classes taught by teachers with no record of an authorization to teach)	24.2%	12.3%	14.30%

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

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2025–26)

Year and month in which the data were collected: June 2025

Subject	List of Textbooks and Other Instructional Materials/ Indicate if from Most Recent Adoption/Year of Adoption	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	National Geographic Inside the USA Springboard 12 (Common Core Edition) (Senior English) (P) Grade 7 Common Core Literature (Blue) Fundamentals Level A Fundamentals Level A Workbook Fundamentals Level B Textbook Fundamentals Level B Workbook Cengage Learning/National Geographic Learning Edge Interactive Practice Book Orange Cengage Learning/National Geographic Learning Edge Interactive Practice Book Blue Common Core Literature SOAR Study Skills	Yes 2022 Yes 2022
Mathematics	Springboard Math Precalculus (P) Yes 2022 CA Algebra I Yes 2022 Algebra 1 Common Core Yes 2022 Common Core Geometry Yes 2022 Geometry Common Core Yes 2022 Pre Calculus Common Core Yes 2022 Envaga24 ALG1 Yes 2023 Envaga24 ALG2 Yes 2023 Envaga24 GEOM Yes 2023 Envmath24 G06 Yes 2023 Envmath24 G07 Yes 2023 Envmath24 G08 Yes 2023	0
Science	Discovery Biology Yes 2021 Discovery Science 6 Yes 2021 Discovery Science 7 Yes 2021 Discovery Science 8 Yes 2021 Grade 8 Unit 1+2 Volume 1 Yes 2021 Grade 8 Unit 3+4 Volume 1 Yes 2021 Grade 8 Unit 3+4 Volume 2 Yes 2021	0

Subject	List of Textbooks and Other Instructional Materials/ Indicate if from Most Recent Adoption/Year of Adoption	Percent Students Lacking Own Assigned Copy
	Discovery Education Science (Digital) Yes 2021 Discovery Chemistry & Chemistry Yes 2022 Discovery Physics Yes 2021	
History-Social Science	World History - Modern World History: Patterns of Interaction United States Government: Principles in Practices Economics: Concepts and Choices THE AMERICANS: RECONSTRUCTION TO THE 21ST CENTURY History Alive! The Ancient World History Alive! Medieval World & Beyond History Alive! The US through Industrialism	Yes 2022 Yes 2022 Yes 2022 Yes 2020 Yes 2020 Yes 2020 Yes 2020
Foreign Language	Realidades II Spanish 1 Realidades Leveled Vocabulary and Grammar Core Practice Workbook Spanish 2 Realidades Leveled Vocabulary and Grammar Core Practice workbook Spanish 3 Realidades Leveled Vocabulary and Grammar Core Practice workbook	Yes 2022 Yes 2022 Yes 2022 Yes 2022
Health	Prentice Hall Health Yes 2021	0
Visual and Performing Arts	N/A	0
Science Lab Eqpmt (Grades 9-12)	N/A	0

Note: Cells with N/A values do not require data.

School Facility Conditions and Planned Improvements

OMI makes great efforts to ensure that the campus and facilities provide a clean, safe, and functional learning environment. Our maintenance staff ensures necessary repairs to the campus facilities are completed in a timely manner, and emergency repairs are given the highest priority, earning us exemplary status for Williams Act facilities inspections. The operations/facilities manager works daily with the custodial staff to ensure cleaning schedules result in a clean and safe school. OMI contracts security personnel to supplement faculty/staff supervision of students on/off campus areas and throughout the academic day. There is controlled access to campus buildings and school grounds. ID badges (with pictures) are required to enter the grounds. Random K9 sweeps are conducted for contraband. An electronic notification system is used for schoolwide emergencies. Exterior and interior security cameras are employed to monitor access to the campus, along with sensors that detect disruption or drug use. A brand new intercom system has been recently installed in order to pass the whole school's informational and emergency messages throughout the campus. Additionally, a \$500,000 HVAC system was installed in the school to shore up COVID-19 safety measures. In 2025, OMI invested in roof, lighting, and turf repair to ensure optimal safety and learning environments.

School Facility Good Repair Status

Using the **most recently collected** Facility Inspection Tool (FIT) data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: August 2025

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	Three units are in bad condition because they're not working properly. We are currently replacing several parts, including the condenser and the fans.
Interior: Interior Surfaces	Good	Plan: Updating the kitchen; waiting for DSA approval.
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation	Good	
Electrical: Electrical	Good	Two shunt breakers in the elevator need to be replaced, but the elevator is still functioning properly.
Restrooms/Fountains: Restrooms, Sinks/Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	The main building project is to repair several areas where water infiltration (leaks) has been found.
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

Overall Facility Rate

Year and month of the most recent FIT report: August 2025

Overall Rating	Exemplary

B. Pupil Outcomes

State Priority: Pupil Achievement

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

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System includes assessments for English language arts/literacy [ELA], mathematics, and science for students in the general education population and the California Alternate Assessment [CAA]. Only eligible students may participate in the administration of the CAA. CAA items are aligned with alternate achievement standards, which are linked with the Common Core Standards [CCSS] or California Next Generation Science Standards [CA NGSS] for students with the most significant cognitive disabilities).

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

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

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

CAASPP Test Results in ELA and Mathematics for All Students taking and completing state-administered assessments Grades Three through Eight and Grade Eleven Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2023–24	School 2024–25	District 2023–24	District 2024–25	State 2023–24	State 2024–25
English Language Arts / Literacy (grades 3-8 and 11)	34.58%	33.08%	33.09%	33.66%	47%	48%
Mathematics (grades 3-8 and 11)	13.38%	11%	26%	27%	35%	37%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

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

CAASPP Test Results in ELA by Student Group for students taking and completing state-administered assessment Grades Three through Eight and Grade Eleven (School Year 2024–25)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	270	269	99.63%	0.37%	33.09%
Female	107	107	100.00%	0.00%	35.51%
Male	162	161	99.38%	0.62%	31.06%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian	23	23	100.00%	0.00%	56.52%
Black or African American	37	36	97.30%	2.70%	27.78%
Filipino	0	0	0%	0%	0%
Hispanic or Latino	187	187	100.00%	0.00%	29.95%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	20	20	100.00%	0.00%	40.00%
White	--	--	--	--	--
English Learners	93	93	100.00%	0.00%	12.90%
Foster Youth	0	0	0%	0%	0%
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	246	245	99.59%	0.41%	31.43%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	40	40	100.00%	0.00%	5.00%

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

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected

student population is ten or fewer.

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

CAASPP Test Results in Mathematics by Student Group for students taking and completing state-administered assessment Grades Three through Eight and Grade Eleven (School Year 2024–25)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	270	269	99.63%	0.37%	10.78%
Female	107	107	100.00%	0.00%	3.74%
Male	162	161	99.38%	0.62%	15.53%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian	23	23	100.00%	0.00%	39.13%
Black or African American	37	36	97.30%	2.70%	0.00%
Filipino	0	0	0%	0%	0%
Hispanic or Latino	187	187	100.00%	0.00%	7.49%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	20	20	100.00%	0.00%	25.00%
White	--	--	--	--	--
English Learners	93	93	100.00%	0.00%	3.23%
Foster Youth	0	0	0%	0%	0%
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	246	245	99.59%	0.41%	8.16%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	40	40	100.00%	0.00%	5.00%

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

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

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

CAASPP Test Results in Science for All Students**Grades Five, Eight and High School****Percentage of Students Meeting or Exceeding the State Standard**

Subject	School 2023–24	School 2024–25	District 2023–24	District 2024–25	State 2023–24	State 2024–25
Science (grades 5, 8, and high school)	27.34%	17.43%	20.19%	21.64%	30.73%	32.52%

Note: Science test results include the CAST and the CAA for Science. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated in a science assessment.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

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

CAASPP Test Results in Science by Student Group**Grades Five, Eight and High School (School Year 2024–25)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	132	132	100.00%	0.00%	17.42%
Female	46	46	100.00%	0.00%	4.35%
Male	85	85	100.00%	0.00%	23.53%
American Indian or Alaska Native	0	0	0%	0%	0%
Asian	13	13	100.00%	0.00%	53.85%
Black or African American	19	19	100.00%	0.00%	5.26%
Filipino	0	0	0%	0%	0%
Hispanic or Latino	93	93	100.00%	0.00%	12.90%
Native Hawaiian or Pacific Islander	0	0	0%	0%	0%
Two or More Races	--	--	--	--	--
White	--	--	--	--	--
English Learners	39	39	100.00%	0.00%	7.69%
Foster Youth	0	0	0%	0%	0%
Homeless	--	--	--	--	--
Military	--	--	--	--	--
Socioeconomically Disadvantaged	116	116	100.00%	0.00%	14.66%
Students Receiving Migrant Education Services	0	0	0%	0%	0%
Students with Disabilities	18	18	100.00%	0.00%	0.00%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Career Technical Education (CTE) Programs (School Year 2024–25)

While OMI is predominantly focused on a college prep curriculum for entrance into elite 4-year universities right out of high school, our academic programs are anchored in 4 experiential pathways powered by our Dual Enrollment Early College partnership with Peralta Community College District that enrich and prepare our cadets for success in post-secondary education. These Career Technical Education Pathways include:

1. **Computer & Data Science**
2. **Public Safety**
3. **Emergency Response Management**
4. **Arts, Media & Entertainment**

Career Technical Education (CTE) Participation (School Year 2024–25)

To date, OMI College and Career Pathways receive predominantly college credit rather than CTE participation credit. In 24-25, OMI is working towards dual CTE & college credit for our pathway elective courses.

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

Course Enrollment/Completion of University of California (UC) and/or California State University (CSU) Admission Requirements

UC/CSU Course	Course Measure	Percent
2024–25 Pupils Enrolled in Courses Required for UC/CSU Admission		100.00%
2023–24 Graduates Who Completed All Courses Required for UC/CSU Admission		55.60%

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject area of physical education

California Physical Fitness Test Results (School Year 2024–25)

Percentage of Students Participating in each of the five Fitness Components

Grade	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
7	100%	100%	100%	100%	100%
9	100%	100%	100%	100%	100%

Note: The administration of the PFT requires only participation results for these five fitness areas.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site

Opportunities for Parental Involvement (School Year 2025–26)

OMI has an open-door policy that welcomes all parents and guardians. Parents are engaged in their students' education and actively communicate on a regular basis with their students' teachers and TAC members. OMI leadership solicits parent and student input through CA Healthy Kids Climate Surveys as well as social media outreach and orientations. In addition to the above, OMI parents are welcome members of the school's School Site Council and District English Learner Advisory Council. Each committee meets jointly monthly during our Grizzly Family Nights, which are designed to engage our community through dinners, parent education series, LCAP input, cadet recognition, and student experience panels, and in our monthly "coffee with leadership" social gatherings. Parents and guardians are also involved in IEP meetings, Cadet-Led conferences, reclassification celebrations, Brigade Formation Awards and Pass In Review ceremonies, Cadet Showcases, Back to School Night, Sports and Scholarship Banquets, Fall/Winter festivals and concerts, and student fundraising events.

State Priority: Pupil Engagement

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

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

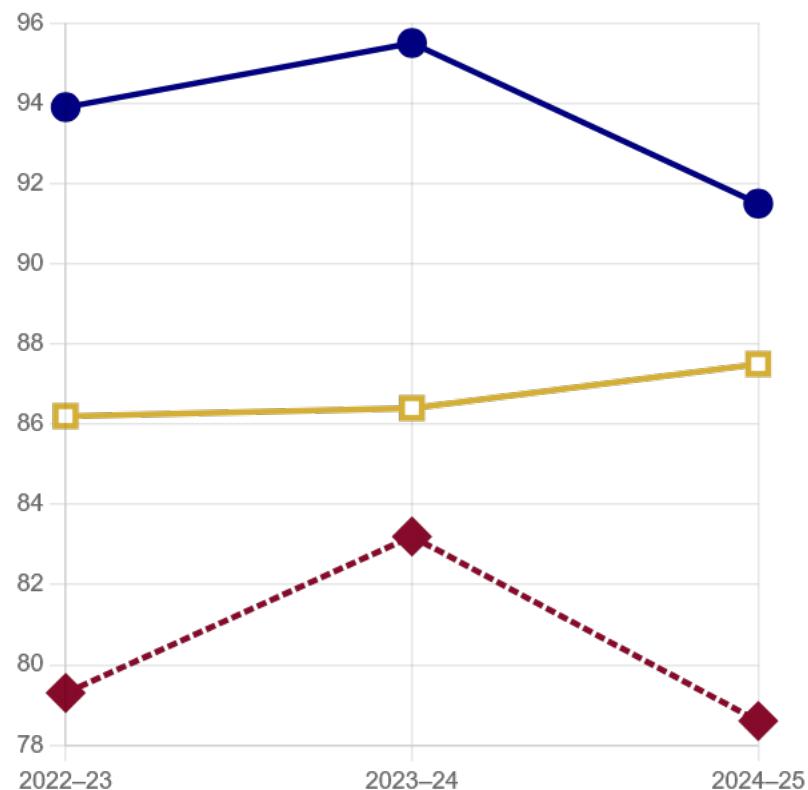
Graduation Rate and Dropout Rate (Four-Year Cohort Rate)

Indicator	School 2022–23	School 2023–24	School 2024–25	District 2022–23	District 2023–24	District 2024–25	State 2022–23	State 2023–24	State 2024–25
Graduation Rate	93.9%	95.5%	91.5%	79.3%	83.2%	78.6%	86.2%	86.4%	87.5%
Dropout Rate	6.1%	4.5%	6.8%	11.7%	9.0%	14.3%	8.2%	8.9%	8.0%

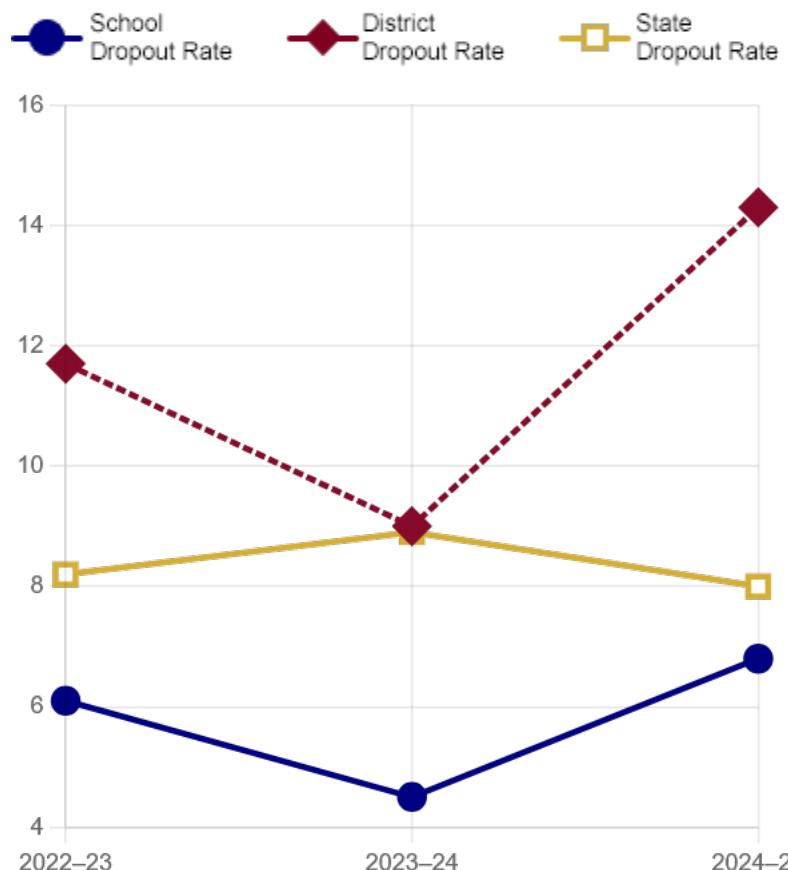
Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a student population is ten or fewer.

Graduation Rates

● School Graduation Rate
 ◆ District Graduation Rate
 □ State Graduation Rate



Dropout Rates



Graduation Rate by Student Group (Four-Year Cohort Rate) (School Year 2024–25)

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
All Students	59	54	91.5%
Female	25	22	88.0%
Male	34	32	94.1%
Non-Binary	0.0	0.0	0.0%
American Indian or Alaska Native	0	0	0.00%
Asian	--	--	--
Black or African American	--	--	--
Filipino	--	--	--
Hispanic or Latino	43	38	88.4%
Native Hawaiian or Pacific Islander	0	0	0.00%
Two or More Races	0	0	0.00%
White	0	0	0.00%
English Learners	25	24	96.0%
Foster Youth	0.0	0.0	0.0%
Homeless	--	--	--
Socioeconomically Disadvantaged	58	53	91.4%
Students Receiving Migrant Education Services	0.0	0.0	0.0%
Students with Disabilities	--	--	--

For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at <https://www.cde.ca.gov/ds/ad/acgrinfo.asp>.

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a student population is ten or fewer.

Chronic Absenteeism by Student Group (School Year 2024–25)

Student Group	Cumulative Enrollment	Chronic Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	490	484	51	10.5%
Female	191	187	17	9.1%
Male	298	296	34	11.5%
Non-Binary	--	--	--	--
American Indian or Alaska Native	--	--	--	--
Asian	50	50	0	0.0%
Black or African American	69	68	9	13.2%
Filipino	--	--	--	--
Hispanic or Latino	335	331	38	11.5%
Native Hawaiian or Pacific Islander	--	--	--	--
Two or More Races	--	--	--	--
White	--	--	--	--
English Learners	173	171	17	9.9%
Foster Youth	--	--	--	--
Homeless	15	15	3	20.0%
Socioeconomically Disadvantaged	446	440	43	9.8%
Students Receiving Migrant Education Services	--	--	--	--
Students with Disabilities	75	73	10	13.7%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

State Priority: School Climate

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

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

Suspensions and Expulsions

Rate	School 2022– 23	School 2023– 24	School 2024– 25	District 2022– 23	District 2023– 24	District 2024– 25	State 2022– 23	State 2023– 24	State 2024– 25
Suspensions	2.90%	6.20%	2.00%	3.85%	4.10%	3.72%	3.60%	3.28%	2.94%
Expulsions	0.00%	0.00%	0.00%	0.08%	0.07%	0.05%	0.08%	0.07%	0.06%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

Suspensions and Expulsions by Student Group (School Year 2024–25)

Student Group	Suspensions	Expulsions
	Rate	Rate
All Students	2%	0.00%
Female	1.6%	0.00%
Male	2.3%	0.00%
Non-Binary	0.00%	0.00%
American Indian or Alaska Native	0.00%	0.00%
Asian	2.00%	0.00%
Black or African American	2.90%	0.00%
Filipino	0.00%	0.00%
Hispanic or Latino	1.5%	0.00%
Native Hawaiian or Pacific Islander	0.00%	0.00%
Two or More Races	0.00%	0.00%
White	0.00%	0.00%
English Learners	2.3%	0.00%
Foster Youth	0.00%	0.00%
Homeless	6.7%	0.00%
Socioeconomically Disadvantaged	2%	0.00%
Students Receiving Migrant Education Services	0.00%	0.00%
Students with Disabilities	2.7%	0.00%

Note: To protect student privacy, double dashes (--) are used in the table when the cell size within a selected student population is ten or fewer.

School Safety Plan (School Year 2025–26)

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

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

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

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

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

The Comprehensive School Safety Plan will be reviewed and updated by March of each year, in compliance with California Education Code §32286(a). The Board shall review the comprehensive school safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation. Approval of the plan shall occur at a regularly scheduled meeting.

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

The Incident Command System (ICS) has been adopted as the management system to be used for emergencies. All personnel assigned responsibilities within the ICS structure have completed the FEMA Independent study courses IS 100, 200, and 700. Situation and assumptions in the size and location of our facility and use of each building, number of students/employees normally on hand, scheduled daily differences in populations, and

hazard analysis of the school grounds, buildings, and surrounding community. Direction and control include the chain of command with assigned alternates, designated primary and alternate on/off-site command post locations, persons identified by title and agency who will be notified during the emergency, descriptions of warning signals or commands to alert for emergency responses, designated primary and alternate evacuation routes and assembly areas, primary/alternated on/off-site relocation sites as well as how students/staff would be moved/transported. Descriptions of disabled and/or non-English speaking students are provided for student/parent reunification procedures, and a resource inventory of available emergency items is included in the ERP. A complete OMI ERP binder and emergency backpack are assigned to each faculty/staff member, room, and/or office. A NOAA-capable radio (with battery backup) is centrally located and monitored for emergency messages during the academic day. In addition, OMI has recently purchased and installed a new Visiplex Intercom System. Provisions for off-campus emergencies (e.g., field trips, bus accidents) are addressed in the ERP.

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

Components of the Comprehensive School Safety Plan

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

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

OMI Safety Planning Team Members and Contributors

- CMSgt (CA) Thomas James, Commandant
- MSG Michael Traver, Cadre Supervisor, Cadet Services
- 2LT Nicolas Paoletti, Operations Officer
- 1SG Alex Yin, Operations Officer
- Ismael Robles, Facilities Manager
- Thalia Lopez, Cadet Commander

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

Comprehensive School Safety Plan

Purpose, Compliance, and Emergency Preparedness

The California Education Code (sections 32280–32288) requires all schools serving kindergarten and any grades 6 through 12, inclusive, to develop and maintain a Comprehensive School Safety Plan that is relevant to the specific needs, resources, and circumstances of the school.

In compliance with Assembly Bill 1747 (2019), the Oakland Military Institute College Preparatory Academy (OMI) Comprehensive School Safety Plan, approved by the Board of Directors in February 2025, includes the following required elements:

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

OMI recognizes that cadets and staff have the right to a safe, secure, and supportive campus environment free from physical and psychological harm. The OMI School Board (referred to herein as "the Board") is fully committed to maximizing school safety and fostering a positive learning environment that emphasizes violence prevention, responsible behavior, respect for others, and high expectations for cadet conduct.

OMI staff have actively participated in the development of this Comprehensive School Safety Plan in accordance with Education Code §32281. The plan reflects the academy's staffing structure, available resources, campus configuration, building design, and other factors unique to the OMI site.

In compliance with Education Code §32286(a), the Comprehensive School Safety Plan shall be reviewed and updated annually by March 1. The Board shall review the plan to ensure ongoing compliance with state law, Board policy, and applicable administrative regulations. Formal approval of the plan shall occur at a regularly scheduled public meeting of the Board.

A copy of the Comprehensive School Safety Plan shall be available for public review on the Oakland Military Institute website and at the administration office.

D. Other SARC information

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

Average Class Size and Class Size Distribution (Elementary) (School Year 2022–23)

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

Grade Level	Average Class Size	Number of Classes*	Number of Classes*	Number of Classes*
		1-20	21-32	33+
K	0.00	0	0	0
1	0.00	0	0	0
2	0.00	0	0	0
3	0.00	0	0	0
4	0.00	0	0	0
5	0.00	0	0	0
6	24.00	4	9	2
Other**	0.00	0	0	0

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) (School Year 2023–24)

Grade Level	Average Class Size	Number of Classes*	Number of Classes*	Number of Classes*
		1-20	21-32	33+
K	0.00	0	0	0
1	0.00	0	0	0
2	0.00	0	0	0
3	0.00	0	0	0
4	0.00	0	0	0
5	0.00	0	0	0
6	23.00	6	17	0
Other**	0.00	0	0	0

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Elementary) (School Year 2024–25)

Grade Level	Average Class Size	Number of Classes*	Number of Classes*	Number of Classes*
		1-20	21-32	33+
K	0.00	0	0	0
1	0.00	0	0	0
2	0.00	0	0	0
3	0.00	0	0	0
4	0.00	0	0	0
5	0.00	0	0	0
6	16.00	19	7	0
Other**	0.00	0	0	0

* Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Secondary) (School Year 2022–23)

Subject	Average Class Size	Number of Classes*	Number of Classes*	Number of Classes*
		1-22	23-32	33+
English Language Arts	15.00	33	5	1
Mathematics	19.00	15	7	0
Science	23.00	6	9	0
Social Science	23.00	6	8	1

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2023–24)

Subject	Average Class Size	Number of Classes*	Number of Classes*	Number of Classes*
		1-22	23-32	33+
English Language Arts	18.00	26	10	0
Mathematics	19.00	18	5	1
Science	24.00	5	12	0
Social Science	25.00	3	12	1

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Average Class Size and Class Size Distribution (Secondary) (School Year 2024–25)

Subject	Average Class Size	Number of Classes*		Number of Classes* 33+
		1-22	23-32	
English Language Arts	19.00	22	9	1
Mathematics	19.00	22	7	1
Science	19.00	13	3	0
Social Science	23.00	6	7	0

* Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Ratio of Pupils to Academic Counselor (School Year 2024–25)

Title	Ratio
Pupils to Academic Counselor*	480

* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

Student Support Services Staff (School Year 2024–25)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	3.00
Library Media Teacher (Librarian)	0.00
Library Media Services Staff (Paraprofessional)	0.00
Psychologist	0.00
Social Worker	0.00
Nurse	0.00
Speech/Language/Hearing Specialist	0.00
Resource Specialist (non-teaching)	2.50
Other**	12.50

* One full-time equivalent (FTE) equals one staff member working full-time; one FTE could also represent two staff members who each work 50 percent of full-time.

** "Other" category is for all other student support services staff positions not listed.

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2023–24)

Level	Total				Average Teacher Salary
	Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)		
School Site	\$20574.00	\$6623.00	\$13951.00		\$88566.00
District	N/A	N/A	--		\$85881.00
Percent Difference – School Site and District	N/A	N/A	--		3.08%
State	N/A	N/A	\$11146.18		\$100333.00
Percent Difference – School Site and State	N/A	N/A	22.35%		12.46%

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2024–25)

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

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

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

Services funded by OMI through both general fund and state and federal funding that are embedded into our academic program include Special Education services, English Language Learner Services, Teacher credentialing, Induction and Coaching Services, Mental Health and Counseling Services, Health Education and Counter Drug Education Services, Foster Youth and Homeless/Housing Insecure support services, Truancy Abatement and SARB attendance services, School supplies that include 3 uniforms, boots, jackets, caps, backpacks, binders and laptops, Leadership training and certification courses for cadets through the California Cadet Corp.

OMI develops LEADERSHIP and promotes a sense of pride and community, as it requires cadets to wear a

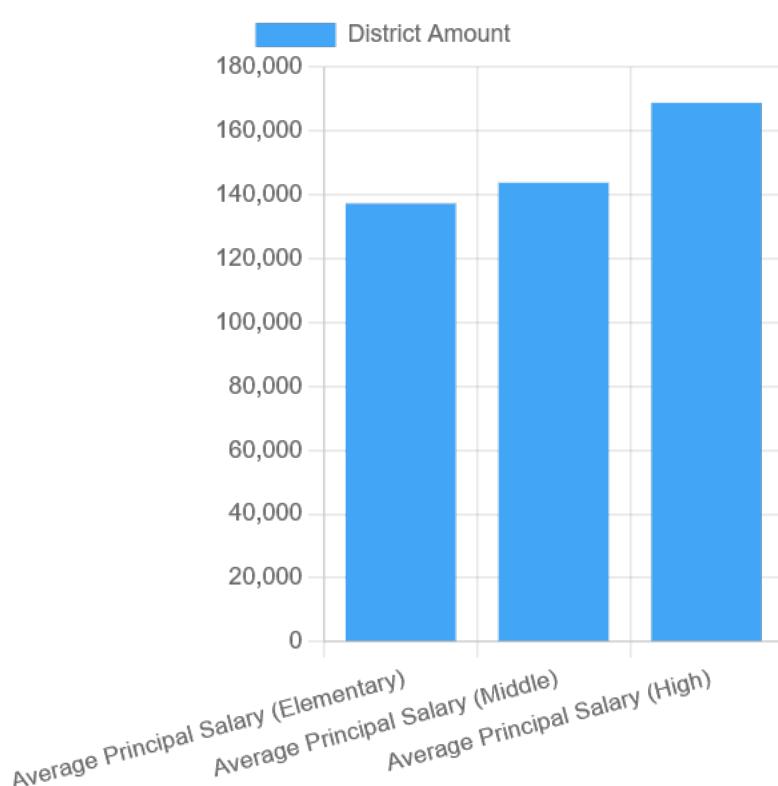
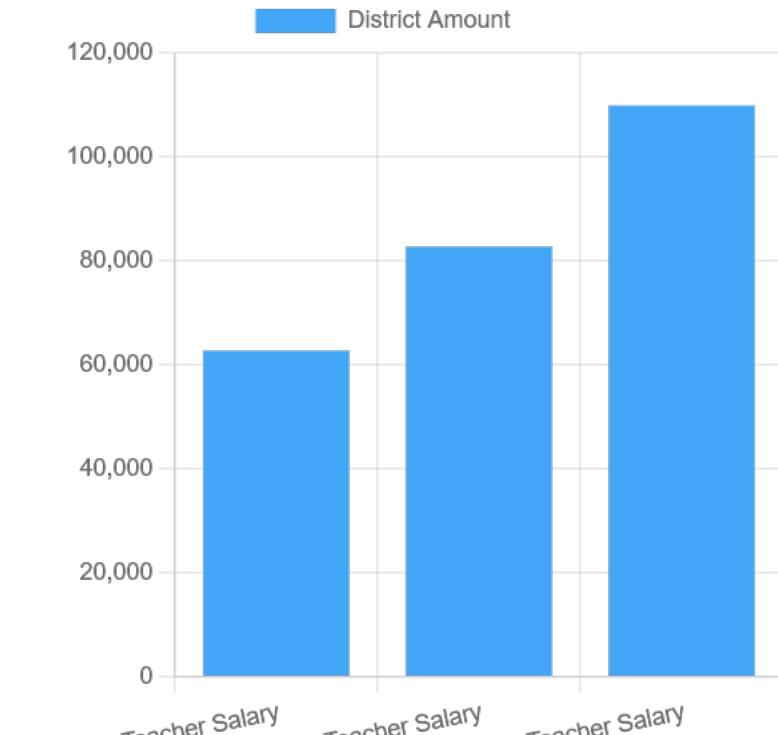
proper, complete uniform each school day. All cadets participate as members of the California Cadet Corps and are assigned to units within a military chain of command (squads, platoons, companies, and battalions within the Corps of OMI Cadets). Cadets assume increased responsibility through various positions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

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

Teacher and Administrative Salaries (Fiscal Year 2023–24)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$62696.00	\$60862.67
Mid-Range Teacher Salary	\$82716.00	\$93575.04
Highest Teacher Salary	\$109878.00	\$125548.29
Average Principal Salary (Elementary)	\$137228.00	\$157644.72
Average Principal Salary (Middle)	\$143757.00	\$165340.66
Average Principal Salary (High)	\$168783.00	\$182579.89
Superintendent Salary	\$342804.00	\$357064.20
Percent of Budget for Teacher Salaries	25.55%	30.36%
Percent of Budget for Administrative Salaries	8.91%	4.88%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/>.



Advanced Placement (AP) Courses (School Year 2024–25)**Percent of Students in AP Courses 0 %**

Subject	Number of AP Courses Offered*
Computer Science	0
English	0
Fine and Performing Arts	0
Foreign Language	0
Mathematics	0
Science	0
Social Science	0
Total AP Courses Offered*	0

* Where there are student course enrollments of at least one student.

Professional Development

Measure	2023– 24	2024– 25	2025– 26
Number of school days dedicated to Staff Development and Continuous Improvement	15	15	16

Coversheet

Approve Declaration of Needs for Fully Qualified Educators

Section: VII. Action Items
Item: B. Approve Declaration of Needs for Fully Qualified Educators
Purpose:
Submitted by: Kathryn Wong
Related Material: Declaration of Need for Fully Qualified Educators 2025-2026.pdf

BACKGROUND:

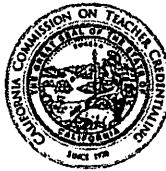
Pursuant to California Code of Regulations Title 5, Section 80026, any agency that has a need to employ individuals on emergency permits must post a public announcement at least 72 hours prior to adopting the Declaration of Need for Fully Qualified Educators. This Declaration certifies that there are an insufficient number of fully credentialed persons who meet the specified employment criteria required for the certificated positions listed below:

- 2 Math
- 1 Special Education
- 1 multi-subject

This Declaration shall remain in force until June 30, 2026

RECOMMENDATION:

Staff recommends that the OMI Board of Directors approve the attached Declaration of Need for Fully Qualified Educators.



State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

Email: DON@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

Revised Declaration of Need for year: 2025-2026

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Oakland Military Institute District CDS Code: 61259

Name of County: Alameda County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 1 /22 /26 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2026.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Mary Streshly</u>	<u>Superintendent</u>
<i>Name</i>	<i>Signature</i>
<u>510.594.3975</u>	<u>510.594.3992</u>
<i>Fax Number</i>	<i>Telephone Number</i>
<u>3877 Lusk Street, Oakland CA 94608</u>	
<i>Mailing Address</i>	
<u>mstreshly@omiacademy.org</u>	
<i>EMail Address</i>	

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► *Enclose a copy of the public announcement*

Submitted by Superintendent, Director, or Designee:

<u>Mary Streshly</u>	<u>Mary Streshly</u>	<u>Superintendent</u>
Name	Signature	Title
<u>510-594-3975</u>	<u>510-594-3992</u>	<u>1/16/2026</u>
Fax Number	Telephone Number	Date
<u>3811 Lusk st. Oakland, CA 94608</u>		
Mailing Address		
<u>mstreshly@omiacademy.org</u>		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

1

Teacher Librarian Services

Emergency Transitional Kindergarten (ETK)

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	
Special Education	
TOTAL	

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	2
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program?

Yes No

If yes, how many interns do you expect to have this year? 2

If yes, list each college or university with which you participate in an internship program.

CSU East Bay

If no, explain why you do not participate in an internship program.

Coversheet

Governance Calendar

Section: IX. Future Planning
Item: A. Governance Calendar
Purpose:
Submitted by:
Related Material: OMI_Governance_Calendar2025-2026.pdf

Governance Calendar 2025-2026

updated: 20Nov25 ANTICIPATED ITEMS

Function	July	August	September	October	November	December	January	February	March	April	May	June
	No Board Meeting	Aug 28, 2025	No Board Meeting, comm via supt letter	No Board Meeting, comm via supt letter	Nov 20, 2025	Dec 11, 2025	Jan 22, 2026	Feb 26, 2026	No Board Meeting, comm via supt	No Board Meeting, comm via supt	May 21, 2026	Jun 11, 2026
Setting Direction	Management Planning for start up	Governance Calendar, Superintendent Goal-setting	Recruitment Plan; finalize supt evaluation template	Charter Renewal Planning; Finalize mid-cycle WASC report	WASC mid-year visit, Charter renewal application drafting, spring course offering planning, policy updates	Instructional Program Review; spring course adjustments; initiate 26-27 program planning, policy updates	Charter Renewal Application update, policy updates	Healthy Kids Survey Results; LCAP Data Review; Lottery update, Charter Renewal Application update, policy updates	Consider Goals Revision ahead of LCAP drafting	Review 25/26 Proposed Key Initiatives	Approval Board meeting calendar, Charter renewal application Academic School Year Calendar; Approve Governing Board Member Terms Appointment of Board Officers	management retreat
Cadet Achievement	Submit LCAP	Reports: Enrollment/ Staffing Report; Summer School, Williams Act Audit, Renstar cycle 1, Math Plan	CAASPP/AP/ELPAC results; Math report via board letter, Grant Pathway Program reporting, CTEIG grant app, launch math committee	Math/ Reading progress report via board letter, CBEDS, Enrollment/ Attendance Report	CA Dashboard report, Math & ELA Benchmark results, Progress report, Enrollment/ ADA report, Williams Act Report	Math, ELA & Science update, Approve Dual Enrollment Agreement [CCAP]	Approve School Accountability Report Card; Renstar cycle 2, Math, ELA & Science update	LCAP progress annual update, Math, ELA & Science Update	Approve Annual Comprehensive Safety Plan; ELPAC Testing; Fall course enrollment; FPM audit report; DE course agreements	Draft LCAP Annual Update; CAASPP; ELPAC testing; 26-27 PD calendar	Draft LCAP Annual Update; AP testing; Graduation/ 8th grade promotion	Approve LCAP/Local Indicators, Course Catalog; Cadet Handbook; summer school; ASP Plan
Finance	close the books Marketing and Recruiting, review contract renewal cycles	CNIPS audit, Mtly SNP Claim Reimb; approve unaudited actuals, cash flow report, CD contributions approval Consent: curriculum, coaching, consultant contracts	Fiscal: Unaudited Actuals, CNIPS Mtly SNP Claim Reimb, cash flow report Consolidated Application Marketing and Recruiting	CNIPS Mtly SNP Claim Reimb, cash flow report via letter, mtg 1 budget committee	CNIPS Mtly SNP Claim Reimb, cash flow report, rec for payroll services	First interim: Budget/Actual Up To-Date; Winter ConAp submission, CNIPS Mtly SNP Claim Reimb. Audit Report for previous fiscal year	Jan 15th, CNIPS Annual Validation Reporting, CNIPS Mtly SNP Claim Reimb, mtg 2 budget committee	Second Interim: Budget/Actual To-Date 24/25 Ind. Auditor report, Auditor selection form, CNIPS Mtly SNP Claim Reimb.	Budget development, mtg 3 budget committee	Budget Development, CNIPS Mtly SNP Claim Reimb. Educator Effectiveness Grant Business Property Statement due April 1	Budget Development Education Protection Account Expenditure Summary CNIPS Mtly SNP Claim Reimb. 2025-2026 Charter Schools Annual Information Survey	Approve Annual Budget /Contracts Form 990 + California Tax Return LCAP AND BUDGET APPROVAL atorial Food Service Relay independent agency service contracts
OUSD, CALPADS, OCR	LCAP Due; CALPADS EOY 1 & 2; PENSEC	Attendance Report: Month 1A Attendance Report: Month 1B	Fiscal: Unaudited Actual Attendance Report: Month 2	20 Days Report Attendance Report: Month 3	CALPADS Fall 1; Attendance Report: Month 4	First interim: Budget/Actual Up To-Date Audit Report for previous fiscal year Attendance Rep: Mth 5 P1	Attendance Report: Month 6	Attendance Report: Month 7	Second Interim: Budget/Actual To-Date; CALPADS Fall 2 25/26 Ind. Auditor Selection Form Attendance Report: Month 8	Attendance Report: Month 9 P2	25/26 Chart. Sch. Annual Info Survey Attendance Report: Month 10	Attendance Report: Month 11 PA Multi-Years Budget Projection Attendance Report: Month 12 (P-Annual) PA
Military / Cadet Leadership	entrance camp; survival camp	Entrance Camp Report, Cadet Leadership Goals	CACC Leadership Conf	BIVOUAC, SAT, PSAT, Xtreme	Pass and Review, Wilderness, Recondo,	Cadet Recognition by cadet leadership	Cadet Commander's report	Recondo, Marksmanship	Annual General Inspection	Drill Comp	Develop YCP Calendar upcoming year	CACC Summer Camp Cooperative Agreement
Human Resources	Hiring: Cadre Liberal Leave	Reports: Staffing, approve updated Employee Handbook	Goal Setting for annual evaluations; finalize classified evaluation template	Evaluation/ observation Cycle	Consider/ Approve COLA, Evaluation/ Observation Cycle	Staff of the Year Awards	Evaluation/ observation cycles	Additional Observation Cycles	recruitment fairs; final eval conferences; begin letters of assurances/ release notifications	Final Eval Conf; commitment & release letters finalize; Cadre Evals Due	Hiring, final evaluations	Hiring; Declaration of Need for Fully Qualified Educators
Maintenance, Ops, Trans	Campus cleaning, repairs, asset inventory	Safety Comm Mtg	Kitchen Renovations Completed, Safety Comm Mtg	Safety Comm Mtg	Safety Comm Mtg	Safety Comm Mtg, Summer Projects review	Approve Comprehensive Safety Plan, Safety Comm Mtg	Safety Comm Mtg	Summer Facility Projects Review	Summer Facility Projects finalize	Campus cleaning, repairs, asset inventory	
Recruiting/Marketing					Contact Charter Schools to Schedule Presentations and Begin Calling Parents	Conduct Tours at OMI and Presentations at other Charter Schools	Continue Phone Banking, Tours, and Check in with Applicants	Attend Community Events to Expand Outreach Efforts	Review Applications and Maintain Communication with Applicants	Continue Communicating with Applicants	Send Applicants Reminders About Camp	Prepare for Entrance Camp