



Oakland Military Institute, College Preparatory Academy

Regular Board Meeting

Published on August 24, 2026 at 3:07 PM PDT

Date and Time

Thursday August 27, 2026 at 4:00 PM PDT

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
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 June 11, 2026 Board Meeting	Approve Minutes	Carlos Rodriguez 1 m
B.	Personnel Report		Kathryn Wong 1 m
C.	New Contracts		CMSgt (CA) Thomas James 3 m

	Purpose	Presenter	Time
D. NCS Designated Coordinator	FYI	Jonathan Pike	5 m
IV. Cadet Commander's Report			4:13 PM
A. Cadet Commander Report			3 m
V. Superintendent's Update			
Dr. Streshly will provide the OMI Board an update on the following items:			
• Remarks on start up of the new school year • Grant awards and targeted applications • Charter Renewal Application Update/Timeline ◦ Board self evaluation survey from OUSD charter office			
VI. Items			4:16 PM
A. Financial Update	Discuss	Jessika Welcome	10 m
B. Approve SACS Unaudited Actuals Report	Vote	Jessika Welcome	5 m
C. Approve Board Policy Revision: Conflict of Interest	Vote	CMSgt (CA) Thomas James	2 m
This is a requirement for school boards every two years, as advised by counsel.			
D. Authorization of Funds Transfer to Certificate of Deposit Account	FYI	CMSgt (CA) Thomas James	2 m
E. Conversion, Camp, and Enrollment Summary		MSG Michael Traver	5 m
F. CAASPP Result Summary and 26-27 Math and Literacy Plan	FYI	Zandra Texeira	10 m
G. OMI Charter Renewal Application + Performance Report	Vote	Mary Streshly	20 m
H. Excess Property Disposition - Van Sale Request	Vote	CMSgt (CA) Thomas James	3 m

	Purpose	Presenter	Time
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VII. Board Member Comments

VIII. Adjourn to Closed Session

5:13 PM

- A.** Adjourn to Closed Session
Superintendent's Evaluation

20 m

IX. Reconvene to Open Session

5:33 PM

- A.** Reconvene to Open Session
Announcements for action(s) taken in closed session

Jerry Brown

X. Closing Items

5:33 PM

- A.** Adjourn Meeting

Discuss

Jerry Brown

1 m

Coversheet

Minutes of June 11, 2026 Board Meeting

Section: III. Approval of Consent Items
Item: A. Minutes of June 11, 2026 Board Meeting
Purpose: Approve Minutes
Submitted by: Carlos Rodriguez
Related Material: Minutes for Regular Board Meeting on June 11, 2026

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy held a Regular Board Meeting on June 11, 2026.

RECOMMENDATION:

The OMI Board of Directors approves the attached minutes for the Regular Board Meeting held on June 11, 2026.



Oakland Military Institute, College Preparatory Academy

Minutes

Regular Board Meeting

Date and Time

Thursday June 11, 2026 at 4:00 PM

Location

Address: 3877 Lusk St. Oakland, CA 94608

Room: B104, B Side Building

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

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Directors Present

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

Directors Absent

None

Guests Present

4 other participants, C. James, C. Rodriguez, J. Pike, J. Welcome (remote), K. Wong, M. Streshly, S. Lipsey, Z. Teixeira

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 Jun 11, 2026 at 4:09 PM.

C. Public Comment

There were no public comments at this board meeting.

D. Ordering of the Agenda

M. Mares made a motion to maintain the order of the agenda as is presented.

J. Wire seconded the motion.

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

II. Approval of Consent Items

A. Minutes of May 21, 2026 Board Meeting

J. Wire made a motion to approve the minutes from Regular Board Meeting on 05-21-26.

M. Mares seconded the motion.

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

B. Personnel Report

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

M. Mares seconded the motion.

Mr. Mares mentioned Mr. Murray being in the wrong section for the personnel report. He is temp furloughed but was added as a separation. Just needs the language changed.

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

C. New Contracts

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

M. Mares seconded the motion.

The healthcare renewal authorization was shown. CMSgt James explained that the healthcare figures would be available in July for OMI to review.

Mr. Mares asked about the Sarah Sutherland contract.. Dr. Streshly mentioned that this contract was an open contract for when OMI needs legal review.

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

D. Salary Schedule Revision

J. Wire made a motion to approve the salary schedule revision.

M. Mares seconded the motion.

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

E. Parent/Cadet Handbook

J. Wire made a motion to approve the cadet handbook.

M. Mares seconded the motion.

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

F. Staff Handbook

J. Wire made a motion to approve the staff handbook.

M. Mares seconded the motion.

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

G. New Job description: Dean of Climate and Safety

J. Wire made a motion to approve the new job description: Dean of Climate and Safety.

M. Mares seconded the motion.

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

H. Independent Contractor Agreement Extension: Xitlali Rodriguez

J. Wire made a motion to approve the independent contract extension for Xitlali Rodriguez's services.

M. Mares seconded the motion.

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

I. Updated Agreements for CalSTRS - Know Your Rights

J. Wire made a motion to approve the updated agreements for CalSTRS.

M. Mares seconded the motion.

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

J. Fiscal Policy Revision 2026

J. Wire made a motion to approve the revisions to the Fiscal Policy.

M. Mares seconded the motion.

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

K. Approve Consolidated Application FY27

J. Wire made a motion to approve the consolidated application for FY27.

M. Mares seconded the motion.

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

L. Education Protection Account (EPA) Summary

J. Wire made a motion to approve the Education Protection Account summary.

M. Mares seconded the motion.

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

M. Proposition 28: Annual Report

J. Wire made a motion to approve the Proposition 28 annual report.

M. Mares seconded the motion.

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

N. Disposal of Surplus Books and Materials

J. Wire made a motion to approve the disposal of facilities surplus materials.

M. Mares seconded the motion.

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

O. Electronic Device Policy Revised

J. Wire made a motion to approve the revision to the electronic device policy.

M. Mares seconded the motion.

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

III. Superintendent's Update

A. Charter Renewal Timeline

There needs to be a committee for charter renewal discussions, and the following Board members have volunteered to be a part of it.

Mr. Mares

Mr. Bryce

Governor Brown

The Board of Directors will have to do a self evaluation survey for the charter renewal list of items to do. The plan is to submit the charter renewal packet to OUSD by October 15 once the CAASPP scores are unembargoed.

B. 2026-2027 Governance Calendar

This was shown to the Board of Directors so they are aware of the anticipated items that will be on each board meeting.

IV. Items

A.

Approve 2026-2027 Local Control Accountability Plan

J. Wire made a motion to approve the Local Control Accountability Plan.

M. Mares seconded the motion.

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

B. Approve 2026-2027 Budget

M. Mares made a motion to approve the OMI budget.

J. Wire seconded the motion.

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

C. Preliminary CAASPP Results End-of-Year Data

Mr. Pike explained that the slides that he presented were for the grade cohorts. he mentioned that there was a drop in level 1 classifications and gains in the levels 2, 3, and 4. There was a larger gain in the level 4 proficiency.

OMI gave a survey to the cadets who participated in the tutoring program and most praised the program and said it was helpful to understand the math that they otherwise felt they would not understand.

One of the suggestions that the Board of Directors mentioned that they wanted to see was more peer to peer tutoring. This would help with the cadets' leadership skills.

Teacher Francisco Simoncini spoke to the board and answered their questions. He mentioned that he felt that the collective group effort between the teacher (him), the admin (Mr. Pike), and the tutors was critical for success, and his scores reflected that.

Teaching to the test was the main strategy for Mr. Simoncini as he grabbed the standards from online and dedicated time to teaching the standards every day. Mr. Simoncini mentioned that the Saturday Schools that OMI held really helped his cadets.

D. Add Jonathan Pike as an Authorized Bridge Bank Signer

M. Mares made a motion to approve Jonathan Pike as an authorized account signer.

J. Wire seconded the motion.

Recommended Action:

Approve the minutes of the June 11, 2026 regular meeting as presented, and in connection therewith, ratify and confirm the Board's prior approval adding Jonathan Pike, Executive Director, Administrative Services, as an authorized signer on OMI's Bridge Bank account, with authority to approve payroll disbursements, and adopt the accompanying resolution for transmittal to Bridge Bank.

Purpose:

Bridge Bank requires a certified board resolution — identifying the signer by full legal name, title, and scope of authority — before updating account signature authority. Approval of the minutes confirms the Board's prior action; adoption of the resolution places that action in the form required by the bank and ensures OMI's internal control records reflect a complete authorization chain.

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

E. Approve Governing Board Member Terms

J. Wire made a motion to approve the board member terms.

M. Mares seconded the motion.

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

F. Approve Appointment of Board Officers

M. Mares made a motion to approve appointment of board officers.

J. Wire seconded the motion.

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

G. Approve Declaration of Needs for Fully Qualified Educators

M. Mares made a motion to approve the declaration of needs for fully qualified educators.

S. Bryce seconded the motion.

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

V. Board Member Comments

A. Board Member Comments

There were no board member comments at this board meeting.

VI. Closing Items

A. Adjourn Meeting

M. Mares made a motion to adjourn the meeting.

J. Wire seconded the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:58 PM.

Respectfully Submitted,

J. Brown

Coversheet

Personnel Report

Section: III. Approval of Consent Items
Item: B. Personnel Report
Purpose:
Submitted by:
Related Material: Milstaff Staff Changes 8-27-2026 BM.pdf
Civilian Staff Changes August 27, 2026 BM.pdf

BACKGROUND:

The Oakland Military Institute (OMI) College Preparatory Academy charter requires that the Board of Directors approve all personnel transactions based on the recommendation of the Superintendent. Please find attached all personnel changes since our last board meeting on June 11, 2026.

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 June 12, 2026 - August 18, 2026						
New Hire:						
Last Name	First Name	Job Title Description		FTE		Start Date / Separation Date:
Grossman	Max	TAC NCO				8/17/2026
Transfers:						
Last Name	First Name	Job Title Description	New Title	OLD FTE	New FTE	
Ramirez	Margarita	Assistant Support NCO	TAC NCO			7/31/2026
Separations:						
Last Name	First Name	Job Title Description				Date:
Schlater	Jesse	TAC NCO				6/30/2026
Ma	Vu Phi Lam	Ops & Security Chief/Officer				7/30/2026
Teacher/Staff Vacancies:			Open Date			

Oakland Military Institute (OMI) College Preparatory Academy School Staff as of June 12, 2026, - August 18, 2026						
New Hire:						
Last Name	First Name	Job Title Description		FTE		Start Date / Separation Date:
Barroso	Monique	College & Career Counselor		1		7/20/2026
Bravo	Dulce	Math Tutor		1		8/3/2026
Cooper	Christian	Math Tutor		1		8/10/2026
Dethvongsa	Anthony	.5 SPED Aide/ .5 ASP Aide		1		8/3/2026
Gordon	Valerie	College & Career Counselor		1		7/20/2026
Gurnebreg	Slayden	Math Tutor		1		8/3/2026
Kaul	Neah	Middle School Science teacher and Biology Teacher		1		8/3/2026
Kim	Jaeha	Math Tutor		1		8/3/2026
Lundie	Leon	Math Tutor		1		8/3/2026
Maxwell	Gavin	SPED Teacher		1		8/3/2026
Mena	Jose	Bilingual Aide		1		8/3/2026
Neshi	Samia	Substitute Teacher		1		8/10/2026
Padilla	Elizabeth	Administrative assistant		1		8/3/2026
Padilla Navarro	Ivonne	Spanish/ELD Teacher		1		8/3/2026
Sanders	Coltin	Chemistry and Biology Teacher		1		8/3/2026
Sherer	Megan	6th Grade Teacher		1		8/3/2026
Toney	Andrew	Physical, Physics Teacher		1		8/3/2026
Vazquez-Murillo	Suhey	School Psychologist/ Mental Health Intern		0.8		8/3/2023
Weiss	Pheobe	Math Tutor		1		8/3/2026
Williams	Carlos	Math Teacher		1		8/3/2026
Xie	Gordon	Math Tutor		0.5		8/3/2026
Zhang	Xiaoyoue	Math Teacher		1		8/3/2026
Transfers:						
Last Name	First Name	Job Title Description	New Title	OLD FTE	New FTE	
Rivera- Castro	Leonel	Math Tutor	Math and CS Teacher	1	1	8/3/2026
Auguste	Christiena	Substitute	SPED Teacher (Intern)	1	1	8/3/2026
Separations:						
Last Name	First Name	Job Title Description				Date:
Ochoa	Jessica	Campus Monitor		1		7/31/2026
Madison	Kim	SPED Teacher		1		7/29/2026
Teacher/Staff Vacancies:			Open Date			
		Campus Monitor		0.5		
		ASP Aide		0.5		
		Substitute Teacher		1		
		Math Tutor		3		
		Literacy Interventionst		2		
		SPED Teacher		1		

Coversheet

New Contracts

Section: III. Approval of Consent Items
Item: C. New Contracts
Purpose:
Submitted by:
Related Material: 26-27 Core Districts - Data Collab Extension.pdf
Triton -2026 Renewal_3 Year Agreement.pdf
Advanced Elevator Solutions 3 Year.pdf
CCAP Agreement with Peralta Comm College District.pdf
OMI x DHH Terms of Agreement. 2026-2027.pdf
SVMI x OMI MOU SY2627.pdf
ParentSquare 3 Year Agreement.pdf
University District Agreement OMI and Suhey (1) copy.pdf
Alliant University x OMI MOU-2027.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: Core Districts - Data Collab Extension

Contract #2: Mobile Modular 1

Contract #3: Mobile Modular 2

Contract #4: TCI

Contract #5: Savvas Realidades

Contract #6: Ford Vans

Contract #7: Deaf and Hard of Hearing

Contract #8: ParentSquare 3 Year



THIS CONTRACT AMENDMENT dated **June 12, 2026**

BETWEEN: CORE Districts -AND- **Oakland Military Institute**

Background:

- A. CORE Districts and **Oakland Military Institute** (the "Parties") entered into a **Data Services** contract (the "Contract") dated **July 1, 2023**, for the purpose of **data analysis, reporting, and professional learning**.
- B. This Amendment is the **third** amendment to the Contract.

Amendments

1. The Contract is Amended as follows:
 - a. **Term:** The term of the Contract is extended for **one** year and shall now expire on **June 30, 2027** instead of **June 30 2026**.
 - b. **Fees:** The Parties agree to add **one** additional year at a maximum annual fee of \$2474. Accordingly, the Contract's overall maximum fee is increased from \$5486 to \$7960.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

CORE Districts

Rick Miller Jun 09 2026

Rick Miller, CEO Date

Oakland Military Institute

Mary Streshly Jun 09 2026

Mary Streshly Date



Audit Trail

Document Details

Title	Oakland Military - Data Collab Contract Amendment DRAFT - 26-27
File Name	OMI Charter School Contract Amendment DRAFT - Data Collab Extension for 26-27.pdf
Document ID	fa83d4e42db347e1ac7a8ed9e894c62d
Fingerprint	fc1c8948a1a062d9324890cb7d326ef6
Status	Completed

Document History

Document Created	Document Created by Emily Dalton (emily@coredistricts.org) Fingerprint: 26936bfc14c3c08fb6a1ad5eabcac4a0	Jun 09 2026 02:00PM America/Los_Angeles
Document Sent	Document Sent to Rick Miller (rick@coredistricts.org)	Jun 09 2026 02:00PM America/Los_Angeles
Document Sent	Document Sent to Mary Streshly (mstreshly@omiacademy.org)	Jun 09 2026 02:00PM America/Los_Angeles
Document Viewed	Document Viewed by Rick Miller (rick@coredistricts.org) IP: 104.220.94.32	Jun 09 2026 02:00PM America/Los_Angeles
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Jun 09 2026
02:53PM
America/Los_Angeles



Oakland Military Academy -2026 Renewal

Oakland Military Institute

3877 Lusk Street

Oakland, CA 94608

United States

Reference: 20260720-182636099

Quote created: July 20, 2026

Quote expires: October 18, 2026

Quote created by: Lauren Crockett

lcrockett@tritonsensors.com

Ismael Robles

irobles@omiacademy.org

+15103220685

Comments from Lauren Crockett

Products & Services

Item & Description	Quantity	Unit Price	Total	SKU #
Triton Cloud - 3 Year License	6	\$385.00	\$2,310.00	TRTN-CL3
Gives access to Triton Cloud dashboard and app (iOS and Android), SMS text and app alerts, easy device management, mass OTA updates, data visualization and insights.				
One-time subtotal			\$2,310.00	
Total			\$2,310.00	

Purchase terms

Questions? Contact me



Lauren Crockett

lcrockett@tritonsensors.com

Triton Sensors

922 N 3rd St

Suite 1

Harrisburg, PA 17102

A handwritten signature in blue ink, consisting of several loops and a final flourish.

OMI Accepts this three year committment. August 7, 2026



Contractors License No. 847268
5650 Imhoff Dr., Ste. B, Concord, CA 94520
Office: 510-281-0920
Email: aes@advancedelevatorsolutions.com

ROUTINE MAINTENANCE AGREEMENT

DATE: July 24, 2026

PURCHASER: Oakland Military Institute
Attention: Ismael Robles
3877 Lusk Street
Oakland, California 94608

E-mail: irobles@omiacademy.org
Phone: (510) 594-3961

BUILDING LOCATION: 3877 Lusk Street, Oakland California 94608

CONTRACT NUMBER: RM-3877LSK-07242026

Advanced Elevator Solutions, Inc. ("AES") will provide Purchaser **Monthly** routine maintenance on the following conveyance equipment in the above mentioned building located at **3877 Lusk Street, Oakland California 94553**

<u>ELEVATOR AND TYPE</u>	<u>MANUFACTURER</u>	<u>STATE NUMBER</u>
2-Stop Oil Hydraulic, Passenger	MEM Smartrise	163977
2-Stop Oil Hydraulic, Passenger	MEM Smartrise	162293
2-Stop Wheelchair Lift	Porchlift	15859

EXTENT OF COVERAGE

This Maintenance Agreement shall consist of a **Monthly** servicing using trained personnel directly employed and supervised by **AES**, consisting of the following:

- Examine the equipment for optimum operation.
- Lubricate the equipment as required for smooth and efficient performance.
- Make minor adjustments as needed.
- Furnish consumable supplies such as rags, cleaning materials, solvents, rope preservatives, lubricating oil, grease and other lubricants.
- Survey, inspect and observe elevator system performance.
- Keep and regularly update a monthly service log, accessible and available in the elevator machine room.
- Note wheelchair weekly testing log for compliance.
- Inspect and observe conveyance performance.
- Hydraulic oil is excluded.

No other supplies nor labor or repair work are to be furnished. All work is to be performed during **AES's** regular working hours of regular working days. Overtime work shall be charged at overtime rates.

The Purchaser agrees to provide *AES* with unrestricted ready access to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free of water, stored materials and excessive debris. Purchaser agrees to provide a safe workplace for *AES* personnel, and to remove any hazardous materials in accordance with applicable laws and regulations.

CONDITIONS OF SERVICE

No work, service or liability on the part of *AES*, other than that specifically mentioned herein, is included or intended.

The parties hereto recognized that with the passage of time, equipment technology, and designs will change. *AES* shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this Agreement. *AES* has the responsibility to make only those adjustments, repairs or replacements required under this Agreement, which are due to ordinary wear and tear and are disclosed to be reasonably necessary by *AES's* examination. Purchaser agrees to accept *AES's* judgment as to the means and methods to be used for any corrective work. *AES* shall not be required to make adjustments, repairs or replacements necessitated by any other cause including but not limited to, obsolescence, accidents, vandalism, negligence or misuse of the equipment. If adjustments, repairs, or replacements are required due to such causes, Purchaser agrees to pay *AES* as an extra to this Agreement for such work at our regular billing rates.

AES shall not be responsible for the following items under any circumstances, unless separately agreed to in writing:

- The installation of any new attachments on the equipment (or to modify the equipment in any manner), whether recommended or directed by insurance companies or by governmental authorities (including code authorities) or as a result of any change in any applicable codes, or to make replacements with parts of a different design.
- Revisions to existing computer software.
- Seismic devices, smoke sensors, emergency power systems, emergency lighting systems and fixtures.
- Power switches, including fuses and electrical power feeders to the elevator controllers.
- Hydraulic jack unit cylinder and plunger or buried casings, piping and conduit. *AES* assumes no responsibility for any leaking of hydraulic fluid from underground storage facilities or piping.

PURCHASER'S RESPONSIBILITIES

- Possession or control of the equipment shall remain exclusively Purchaser's as owner, lessee, possessor or custodian.
- Purchaser's responsibility includes, but is not limited to, instructing or warning passengers in the proper use of the equipment, taking the equipment out of service when it becomes unsafe to operate in a manner that might cause injury to a user; promptly reporting to *AES* any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.
- Purchaser will provide *AES* unrestricted access to the equipment, and a safe workplace for *AES* employees.
- Purchaser will keep the pits and machine rooms clear and free of water and trash and not permit them to be used for storage.
- Purchaser agrees not to permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

- Purchaser will give **AES** written notice within twenty-four (24) hours of any report of malfunction, accident, alteration or change affecting the equipment, or if a hazardous condition exists, to secure the elevator from operation until repair can be made.
- Purchaser is responsible for all costs associated with any necessary repairs to the firefighter's service to meet State Compliance with applicable elevator codes in the elevator's local jurisdiction.

HOURS OF SERVICE: *AES will perform all work hereunder during regular working hours of our regular working days, unless otherwise specified. AES includes emergency minor adjustment callback service during regular working hours of our regular working days, Monday - Friday, 7:30am-4:00pm PST.*

24-HOUR TROUBLE CALL ANSWERING SERVICE: *AES will provide Purchaser with 24-hour year round dispatching service. This includes 24-hour answering of any elevator phone unit. In the event an elevator malfunction occurs, AES's customer service representative will, at Purchaser's request, dispatch a technician to perform emergency elevator repair. This emergency call service will be invoiced as component material consumed, and labor required, at AES's prevailing billing rates. If the work is required to be performed on an overtime basis, the Purchaser will pay the resulting straight time and premium time differential charge.*

TERM: This Agreement is effective as of **September 1, 2026** (the anniversary date) and will continue thereafter for a period of Thirty-Six (36) Months. Either party may terminate this Agreement at the end of the third year or at the end of any subsequent thirty (30) day period by giving the other party at least thirty (30) days prior written notice. This Agreement may not be assigned without **AES's** prior consent in writing.

PRICE: The price for the service as stated herein shall be **Three Hundred Twenty Five and 00/100 (\$325.00)** payable **monthly** upon presentation of invoice. Purchaser shall pay as an addition to the price, the amount of any sales, use, excise or any other taxes, which may now or hereafter be applicable to the services to be performed under this Agreement.

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement. This price shall be adjusted annually and such adjusted price shall become effective as of January 1st of each subsequent calendar year. AES agrees to provide purchaser at least thirty (30) days prior written notice. Any adjustment will be based on the percentage of change in the straight time hourly labor cost for elevator examiners in the locality where the equipment is to be examined. For purposes of this agreement, "straight time hourly labor cost" shall mean the straight time hourly rate paid to elevator examiners plus fringe benefits, which include, but are not limited to, pensions, vacations, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance. We also reserve the right to make additional adjustments to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Regional Consumer Price Index (CPI) current rate corresponding with the effective date stated herein.

This Agreement has been based upon standard team labor rates. **AES's** standard team consists of a journey level mechanic and an elevator helper. In the event that this job is or will become a prevailing wage rate project it will be necessary for **AES** to revise our quotation as to reflect the Department of Labor policy of NOT recognizing the helper classification. Although the same team will be used, **AES** cannot pay helper wages. Both workers will be paid the journey-level mechanic wages. **AES** will not be responsible for any additional costs relating to prevailing wage projects.

TERMS AND CONDITIONS: It is agreed that **AES** does not assume possession nor management of any part of the equipment, but such remains Purchaser's exclusively, as owner (lessee) thereof. **AES** shall be liable for

accidents and injuries to person or property only when caused by the sole negligence or willful misconduct of **AES** or its employees. It is agreed that when **AES** is not working about or on Purchaser's equipment, **AES** does not assume the management or control thereof, and at any time **AES** service person is servicing the equipment, **AES** is asserting possession and control only over the specific component being serviced at any given moment, and possession and control of the remainder of the equipment shall remain with the Purchaser who shall indemnify, defend and hold **AES** harmless from all third-party loss and liability in connection therewith, except when caused by the sole negligence or willful misconduct of **AES** or its employees.

Purchaser shall indemnify and defend **AES** against all third-party claims, demands, and liability for damages for bodily injury to persons and/or damage to property arising out of or connected with the use, repair or maintenance of the equipment. However, this indemnity and defense obligation will not extend to any claims, damage or liability caused by the sole negligence or willful misconduct of **AES** or its employees.

AES shall not be responsible for injuries or damage relating to any condition of the elevator equipment that cannot be revealed by the ordinary inspection methods offered by this service. **AES** shall not be responsible for making safety inspections of elevator and/or building equipment outside the scope of this Agreement. However, if safety defects incidentally come to the attention of **AES** while carrying out its regular duties hereunder, **AES** agrees to inform the Purchaser of such defects and the Purchaser shall be responsible for the cost of repair or replacement. **AES** shall not be responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, fire, floods, acts of civil military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its reasonable control. In no event shall **AES** be liable for consequential damages. The Purchaser agrees to provide **AES** with immediate notice of any accident, damage, alteration, report of malfunction or other condition affecting the equipment; to promptly take the equipment out of service when it becomes unsafe or operates in a manner which may cause injury to the user thereof; and to maintain reasonable surveillance of the equipment for these purposes. The Purchaser agrees not to permit its employees or parties other than **AES** to make changes, adjustments, repairs or replacements to the equipment covered under this Agreement.

WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ADDITIONAL CHARGES: In the event the Purchaser fails to pay any sum due for elevator service or repair within thirty (30) days of billing date, or if the Purchaser otherwise violates its responsibilities under this Agreement, **AES** may immediately discontinue service, without further obligation or liability. A finance charge of two percent (2%) per month will be imposed on all charges thirty (30) days past due with an annual percentage rate of twenty-four percent (24%). If payment is received late or not made, there will be an additional \$50.00 late payment penalty charge. **AES** may further, at its option in either event, declare this Agreement terminated, in which event all sums due or to become due under this Agreement for the unexpired term thereof, shall immediately be due and payable as liquidated damages. In the event of litigation arising from any breach of this Agreement or the indemnity provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees incurred. In the event of the sale, lease, or other transfer of ownership of the equipment described herein, or the premises in which they are located, the Purchaser agrees to see that such new owner is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due to the full unexpired term of the Agreement provided, however, that in any such case, **AES** may at its sole option terminate the Agreement with any successor at any time upon thirty (30) days advance notice in writing.

MECHANICS LIEN: Purchaser understands that *AES* has the right to a mechanics lien against the real property on which the Equipment is situated in the event of nonpayment or untimely payment of services rendered and materials supplied pursuant to applicable law.

ENTIRE AGREEMENT: This document shall become a valid Agreement only when accepted by the Purchaser and subsequently by an Authorized Representative of *AES* and shall constitute the entire Agreement between the parties.

Oakland Military Institute College Preparatory Academy

Accepted: Thomas L. James, CMSgt (CA)
(Full Company Name or Individual Purchaser)

By: 
(Signature of Authorized Official)

Title: Commandant and CBO

Date Signed: August 7, 2026

Tax Payer ID: 91-2073068

Phone: (510) 594-3903

Email Address: tjames@omiacademy.org

Advanced Elevator Solutions

5650 Imhoff Drive, Suite B
Concord, CA 94520
(510) 281-0920

By: _____
Edith Alvarado, Service Manager

Date Signed: _____

Witnessed By: _____

Date Signed: _____

Please Note: This contract is valid for thirty (30) days from the date of the contract.

**AMENDMENT NO. 1 TO THE COLLEGE AND CAREER ACCESS PATHWAYS
(CCAP) PARTNERSHIP AGREEMENT BETWEEN THE PERALTA COMMUNITY
COLLEGE DISTRICT AND OAKLAND MILITARY INSTITUTE**

This Amendment No. 1 (“Amendment”) to the College and Career Access Pathways (“CCAP”) Partnership Agreement (“Agreement”) is made and entered into by and between the Peralta Community College District (“PCCD”) and Oakland Military Institute (“School District”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into the CCAP Partnership Agreement dated as of November 1, 2023 (the “Agreement”), for a term of three (3) years, set to expire on October 31, 2026, unless earlier terminated as provided therein;

WHEREAS, Section 17 of the Agreement authorizes the Parties to modify or amend the Agreement by mutual written agreement executed by both Parties and approved by their respective governing boards;

WHEREAS, the Parties desire to extend the term of the Agreement by eight (8) additional months, through June 30, 2027, and to make any conforming changes necessary to effectuate this extension;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

- 1. Extension of Term.** Section 2 of the Agreement (“Board Approvals; Effective Date and Duration”) is hereby amended such that the Agreement, as amended, shall continue in full force and effect through **June 30, 2027**, unless earlier terminated in accordance with the terms of the Agreement.
- 2. Incorporation of Terms.** Except as expressly modified by this Amendment, all terms, conditions, rights, and obligations set forth in the Agreement and any prior amendments shall remain in full force and effect. This Amendment shall be deemed incorporated into and made a part of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control. The Parties further affirm that all CCAP program participation and documentation shall comply with applicable California Education Code requirements, including but not limited to Sections 76000.5(d) and 76004, ensuring that (a) summer term participation does not exceed the statutory five percent (5%) cap of students per grade level as verified by the School District and (b) all participating students are eligible special part-time students currently enrolled in a K-12 school with properly approved and maintained CCAP authorization forms.
- 3. Board Approval and Filing.** This Amendment is subject to approval by the governing boards of both Parties at public meetings, and a fully executed copy shall be filed with the

California Community College Chancellor's Office and the California Department of Education in accordance with California Education Code § 76004.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and facsimile copies shall be deemed as originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates set forth below.

PERALTA COMMUNITY COLLEGE DISTRICT

By: _____
Name: Tammeil Y. Gilkeson, Ed.D.
Title: Chancellor (Authorized Agent)
Date: _____

Oakland Military Institute

By:  _____
Mary Streshly (Jun 24, 2026 11:20:30 PDT)
Name: Dr. M. E. Streshly
Title: Superintendent
Date: Jun 24, 2026 _____



Deaf and Hard of Hearing Educational Solutions, Inc.

5101 Dumont Place woodland Hills, CA 91364

dhheducationalsolutions@gmail.com | www.dhheducationalsolutions.com

818.399.5223

Terms of Agreement:

Regular School Year 2026-2027

This Agreement made on this day 11th day of August 2026 Between Customer and Company (hereinafter the Agreement)

BETWEEN:(hereinafter the "Customers") Oakland Military Institute (OMI Academy)

AND: Deaf and Hard of Hearing Educational Solutions, Inc. 5101 Dumont Place woodland Hills, CA 91364 (hereinafter the "Company"),

WHEREAS: Company Deaf and Hard of Hearing Educational Solutions, Inc is to provide Special Education, Deaf and Hard of Hearing Itinerant/Related Services- Virtually

under the terms and conditions of this Agreement and the Schedules as defined.

Services Fees: Service fees to the Company are at a rate of \$145/hour

Service time: 2.5 hours/monthly direct service, 1 hour indirect and up to 2 hours for annual IEP.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Customer and Company hereby agree as follows:

Article 1

TERMS & SERVICES

Both Company and Customer agree that any and all services entered into between Company and Customer will follow the service schedules detailed within this Agreement.

Additionally, both parties agree that the general terms of this Agreement will apply to the general relationship between each subsequent service pursuant to this Agreement undertaken by the parties, unless modified by the prior written consent of both parties. Additional services schedules (hereinafter the "Schedules") shall be developed and agreed to by the parties, in concordance with this Agreement. The terms of the Schedules shall control in the event of any conflict between this Agreement and subsequently developed Schedules.

As of the Effective Date of this Agreement, Customer shall, under the terms and conditions of this Agreement and any additionally developed Schedules, cause Company to provide the services as defined in any Schedules (hereinafter the "Terms of Service").

ARTICLE II PAYMENT

Company shall invoice Customer for the Terms of Service no greater than once per month. The invoice shall detail all Terms of Service provided to Customer during the prior 30-35 days, including the rate of services provided, and the charge for the services. Customer shall pay all invoices within 30 days of receipt. Payment shall be made by check mailed to Company mailing address on the invoice.

Any dispute regarding invoices must be made by Customer in writing or email to Company within the initial 30-day payment period. This written notice must be sent to Deaf and Hard of Hearing Educational Solutions, Inc 5101 Dumont Place woodland Hills, CA 91364 or dheducationsolutions@gmail.com. Payment by the Customer shall not constitute a waiver of any right or remedy by the Customer provided under this Agreement or by law.

ARTICLE III RECORDS

Customer and Company both agree to keep accurate and complete account books, records, and other documents relevant to this Agreement and any Schedule (hereinafter the "Records"). The parties shall keep such Records for a period of Three years after the expiration of this Agreement. The Records will be available for copying,

review and inspection by any agent or qualified representative of a party to this Agreement. Copying will be made at the expense of the requesting party. Inspections shall be requested with a notice period of ten business days by written request. Any Confidential Information disclosed by the inspection shall be kept confidential to the extent allowable by applicable law. Any modification to the terms of this clause must be in writing and signed by both parties.

ARTICLE IV TERM AND TERMINATION

This Agreement shall commence on approximately August 11, 2026 (the "Effective Date") and terminate on May 30, 2027 (Hereinafter the "Expiration Date") or the 2026 - 2027 dates of the OMI Academy school calendar shall supercede these dates if different.

This Agreement may be terminated by either party, upon thirty (30) days written notice to the other party, with cause. The Company and Customer shall cooperate with each other to comply with all state and federal applicable special education laws. Failure to cooperate by either party is cause for this Agreement to be immediately revoked.

This Agreement may be terminated by insolvency of either party, immediately upon written notice to the other party. Insolvency shall be defined as a party voluntarily filing, or, when a party has an involuntary petition filed against it under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.

In the event that this Agreement is terminated, both Customer and Company shall be required to fulfill all obligations under this Agreement in connection with services described herein made prior to Agreement termination.

Upon termination of this Agreement, each party shall return all relevant property including Confidential Information and Customer information received from the other party under the dictates of this Agreement.

ARTICLE V RELATIONSHIP OF PARTIES

The relationship between Customer and Company shall be limited to that of Independent Contractors. Neither party shall undertake any actions that would imply or seek to establish any partnership, ownership, employment, joint venture or trust relationship between the parties, unless this Agreement is modified as such with the mutual consent of both Customer and Company and is formalized in writing and is signed by both parties. The Customer shall have no employment relationship with any of Company's employees or agents. Company shall exercise day-to-day control over and supervision of such individuals including but not limited to hiring, evaluation, instruction, scheduling, direction, promotion, demotion, compensation, discipline and discharge.

No Hiring policy: Customer agrees that during the term of this Agreement, Customer agrees not to solicit to whom DHH Educational Solutions, Inc. hires or contracts with during the term of the Agreement, without the advance written consent of Company. DHH Educational Solutions, Inc. may grant or deny the request by the Customer. Should Company consent, Company shall be entitled to an employee hiring fee (the 'Hiring Fee') equal to twenty-five percent (25%) of the hired individual's base salary or a maximum fee of \$15,000.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF COMPANY

Company hereby represents covenants and warranties that Company is a valid corporation in good standing under the laws of the State of California, that this Agreement and any and all subsequently developed Schedules constitute a valid, legal and binding obligation upon Company, legally enforceable against Company except as limited by bankruptcy or other reorganizations that impact credit issues. Company, as of the Effective Date of this Agreement, represents that; Company has taken all necessary action for the execution and delivery of this Agreement and any relevant Schedule.

Company further warrants that the execution and delivery of this Agreement, the Original Schedule and relevant Schedule do not modify, violate, cancel, terminate, or modify in any substantive manner any material contract to which Company is a party. Additionally, the Company is not required to give notice to any third party or obtain the consent of any person for the execution and delivery of this Agreement.

Company is, to its knowledge, and will be at all times during the performance of this Agreement, in compliance with all applicable state, federal and local rules, regulations and laws.

Further, Company represents that Company is not currently in default of any agreement or contract. The aforementioned representations and warranties made by Company to Customer shall survive the termination of this Agreement and any Schedule.

ARTICLE VII

INDEMNIFICATION AND LIMITATIONS ON LIABILITY

Company agrees to hold harmless, indemnify and defend Customer and each individual or entity that is an agent, affiliate, partner, officer or stockholder against any and all claims, losses, liabilities, damages and expenses, including legal fees, fines, judgments, settlement amounts all made in connection with, or arising from any representation or warranty made by Company under this Agreement, any breach of the Agreement by Company, or any omission or negligent act by Company in connection with this Agreement, provided that such negligent act omission, or error was not done at the direction of Customer errors in

Customer agrees to hold harmless, indemnify and defend Company and each individual or entity that is an agent, affiliate, partner, officer or stockholder against any and all claims, losses, liabilities, damages and expenses, including legal fees, fines, judgments, settlement amounts all made in connection with, or arising from errors in any representation or warranty made by Customer under this Agreement, any breach of the Agreement by Customer, or any omission or negligent act by Customer in connection with this Agreement, provided that such negligent act, omission, or error was not done at the direction of Company.

Customer and the Company and its agents, employees, and sub-contractors shall obey all applicable local, state, and federal laws in the performance of this Agreement, including, but not limited to minimum wages and/or prohibitions against discrimination.

Company officers, agents, employees and/or subcontractors shall comply secure and maintain in force such licenses, permits, and health or legal clearances as required by CDE law, in connection with the furnishing of the services to students of the Agency.

Company shall comply with Education Code section 45125.1 regarding fingerprinting. Company or their subcontractors shall bear their own costs of fingerprinting.

Company shall comply with Education Code section 49406 regarding examination for tuberculosis. Company or their subcontractors shall bear their own cost of tuberculosis

screening.

Company will only provide Customer with staff which have the appropriate licenses, certifications, qualifications, and other requirements necessary to perform the services described in this Agreement. Company will verify that the contractor has been cleared through DOJ fingerprinting process, has Tuberculosis (TB) Clearance or will obtain one within 60 days of start date, and has completed requirement to fulfill the CA AB1172 Behavior Training for any independent contractors working with or around students. The information shall be submitted to Customer before any Company employee is allowed onto a school site. Company is required to notify Customer in the event of any changes to Company's staff on a school site. Company will request and receive subsequent arrest notifications for its employees from the California Department of Justice ("DOJ") to ensure ongoing safety of students.

ARTICLE VIII INSURANCE

Company agrees that during the term of this Agreement, Company will maintain an insurance policy with a reputable insurance company, United States Liability Indurance (USLI) and The Hartford, and its Affiliated Schools. shall be named additional insured under Company's general liability policy and, to the extent possible, under all other such policies, which said policies shall be so specifically endorsed. All insurance required to be obtained by Company pursuant to this Agreement shall be primary to any insurance available to Customer, shall be excess and noncontributing with respect to insurance required to be obtained by Customer. Certificates of Insurance and Additional Insured Endorsements are to be filed with Customer prior to the start date of the Agreement. All insurance obtained by Company pursuant to this section shall be for a period of not less than the term of this Agreement and shall not be canceled or modified without providing Customer with thirty (30) days prior written notice.

Company understands that it is not covered by any Workers' Compensation insurance through Customer. The Company providers and their sub-contractor(s) or agent(s) provide their own Professional Liability Insurance. Neither Company providers nor its sub-contractors or representatives shall at any time provide any transportation to Customer students in any vehicles. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees.

ARTICLE IX MEDIATION AND ARBITRATION

In the event that any dispute or claim arises between the parties from this Agreement, its performance, breach, interpretation, validity or enforceability, the parties hereby agree to attempt to resolve such dispute initially by meeting and conferring. In the event that the dispute cannot be resolved by meeting and conferring, the parties agree to refer the dispute to a mediator for resolution. The parties shall attempt in good faith to agree upon the appointment of a mediator. The parties agree that each party will bear 50% of the costs of mediation.

In the event that a dispute or claim cannot be resolved through mediation, it shall be exclusively (except as provided below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing AAA Commercial Arbitration Rules. The arbitrator shall be selected using AAA procedures. The arbitrator will not award attorney's fees or punitive, incidental, consequential, treble, or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages. Awards shall be final, binding, and non-appealable, with the exception of the grounds for appeal guaranteed by the Federal Arbitration Act and applicable laws.

ARTICLE X

ASSIGNMENT PROHIBITED

Both the Customer and Company are expressly prohibited from assigning this agreement or any rights or interest flowing from this Agreement. Assignment will only occur with the express written consent of both parties.

ARTICLE XI

GOVERNING LAW

This Agreement will be interpreted and enforced under the laws of The State of California without regard to conflict of laws.

ARTICLE XII

GENERAL PROVISIONS

Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties hereto and approved by the appropriate officials of both parties.

Conflicts of Interest. Company warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of Customer as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Company in connection with any work contemplated or performed relative to this Agreement. Company acknowledges, understands, and agrees that this Agreement shall be null, and void as determined by Customer if Company is an entity in which a controlling interest is held by an individual who is, or

within the past six months has been, an employee of Customer.

Nondiscrimination. Company hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Company on the grounds of that individual's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Interpretation and Opportunity for Counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

Company shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, applicable and active health orders.

ARTICLE XIII Confidentiality

It is understood that in the course of the Agreement, Customer may disclose to Company various confidential and proprietary information relating to Customer's business, schools, students, employees, operations, facilities, and plans, as well as information relating to third parties with whom Customer may do business or procure products, and that the data, findings and conclusions resulting from the Company's services described herein will be valuable confidential information belonging to Customer ("Confidential Information"). Accordingly, Company agrees that Company's employees and/or subcontractors will keep in strictest confidence all such information relating to Customer or third parties and all such information relating to the services described herein, not to use such information other than for the performance of the services described herein, and to cause any of Company's employees and/or subcontractors to be bound by the same obligation of confidentiality to which Company is bound. Company shall not communicate Customer's information in any form to any third

party without Customer's prior written consent. Upon termination of this Agreement, Company, and its employees, will continue to hold all such information in strictest confidence, and Will promptly return to Customer any and all confidential information and documents belonging to Customer (including any copies, extracts, summaries, or statements of such confidential information which may have been made)

Press Releases. Company shall not refer to the existence of this Agreement, nor use the name of or make reference to Customer for any purpose in any releases for public or private dissemination, advertising or other materials, without the prior written consent of Customer's Chief Development & Communications Officer. Company acknowledges that remedies at law may be inadequate to provide Customer with full compensation in the event of Company's breach of this provision, and that Customer shall be entitled to seek injunctive relief in the event of any such breach.

FERPA/IDEA. This Agreement is entered into by Company and Customer in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Company hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Company agrees not to re- disclose any such personally identifiable information without prior written consent as required by law, or unless re- disclosure is otherwise authorized by law. Company agrees that nothing in this Agreement may be construed to allow either Company or Customer to maintain, use, disclose, or share the personally identifiable information in a manner not allowed under Federal or State law or regulation.

Company agrees to comply with all applicable laws that require notification of individuals in the event of an unauthorized release of personally identifiable information or other event requiring notification, In the event of a breach of any of Company's security obligations, or any other event requiring notification under applicable law, Company agrees to:

Immediately notify Customer of such event with 24 hours of discovery; and Cooperate with Customer to inform all such individuals in accordance with applicable laws; and Indemnify, hold harmless, and defend the Company and its Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons, and their Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons from and against any claims, damages, fees, or other harm related to such a data breach. Within thirty (30) days after termination of this Agreement, Company will return all personally identifiable information that is in written, electronic, or other tangible form, computer memory, or any hard copy records to Customer as well as purge any copies of the personally

identifiable information. Company agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision.

Health Information. Company acknowledges that, from time to time during the term of this Agreement, Company may acquire or have access to protected health information ("PHI") of Customer's students, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and rules promulgated thereunder (the "HIPAA Rules"). Company shall not use or disclose and will cause its employees and/or subcontractors not to use or disclose PHI, except as necessary to perform the services of this Agreement or as required by law.

Article XIV

Caseload Limitations

In order for students, families and staff to receive quality services, whereby contractors have adequate time to meet the needs of students, including direct services, indirect services, also including but not limited to lesson planning, attending IEP meetings, writing of IEPs, conducting assessments, staff PD, family outreach, staff support and consultation, the Customer shall not assign to a contractor of the Company more than 40 students on a caseload for a full-time assignment without prior consent, collaboration and review of caseload minutes. The full-time caseload number of 40 shall be adjusted accordingly for part-time and less than full-time assignments.

Article XV

Service Agreement

Service fees to the Company are at a rate of \$145/hour which include ongoing and regular direct service, indirect services & support, consultation, as well as, mentoring and supervision of the assigned teacher by DHH Educational Solutions. Assigned teacher will complete the following at the start of the assignment:

- Review current IEP for each student
- Review other available records or data on student performance, hearing tests, etc.
- Make introduction to parent
- Provide teachers and other staff with recommended accommodations and inform them of DHH services & provider contact information
- Consultation with other school-based providers that the student receives support from, such as, Language and Speech, OT, PT, Audiology, etc
- Provide recommendations related to accommodations, strategies and services
- Coordinate schedules and services

- Evaluate student's hardware set-up to ensure accessibility during virtual sessions

2026-2027 Regular School Year Hours:

3.5 hours per month from August 11 - May 30, 2027

Two Students

- Direct service time per IEP
- Up to 1 hour per month for indirect services such as, lesson planning, follow-up with family, teachers & other support staff, providing consultation materials, classroom observation, collaboration with teachers or other IEP team members, documentation/session notes, equipment troubleshooting, review of records, goal progress monitoring and reporting, etc.

IEPs and Assessments would be additional time as outlined below.

- Additional hours may be needed for Triennial Assessments, Annual Review IEPs, Initial assessments.
- Annual Reviews may required an estimated additional 2 -4 hours per student/IEP
- Triennial reviews may require an estimated additional 8-10 hours per student
- Initial Assessments may required an estimated additional 10-12 hours per student

Annual IEPs include:

- Records review
- Collection of Information from Parent / Parent Interview
- Collection of Information from teachers and other service providers
- Student Interview/Input
- Information entered into the IEP system: Present Levels of Performance, Goals, Accommodations
- Attendance at IEP Meetings virtually

Assigned Teacher: **Leah Stadler**

IN WITNESS WHEREOF, the parties hereto execute this Agreement on this 11th day of

August 2026 (CUSTOMER)

(Customer) **Oakland Military Acadmey (OMI)**

Signator Mary Streshly

Signature Mary Streshly

Date Aug 12, 2026

(Company) Deaf and Hard of Hearing Educational Solutions, Inc.

Printed Name Audrey Flowers

Signature Audrey Flowers

Date August 11, 2026

SERVICE AGREEMENT

Between

**Oakland Military Institute College Preparatory Academy (OMI)
and The Silicon Valley Mathematics Initiative, LLC**



This document is to serve as an Agreement between the Oakland Military Institute College Preparatory Academy (OMI) and The Silicon Valley Mathematics Initiative, LLC (SVMI). The effective date of this Agreement shall be July 29, 2026, and replaces any previous versions of this MOU. This Agreement may be extended upon mutual written agreement of the parties.

1. Service Deliverables

Part 1: Professional Learning (PL) Sessions for Mathematics Teachers

SVMI will provide 1 facilitator/coach for two partial days (up to three hours) of in-person professional learning (PL) sessions for OMI teachers. This PL will focus on tools, resources, and routines anchored in building and sustaining a mathematically powerful classroom using Math Talks, Math Language Routines, and non-routine problems like the MAC/MARS performance tasks.

Dates: September 8, 2026, and January 4, 2027

Part 2: Coaching Cycles for 5 Math teachers for SY 26-27

SVMI will provide one facilitator/coach for 18 days of in-person coaching for up to five math teachers to support their implementation of instructional routines designed to deepen student understanding of mathematics through discourse and problem solving to increase both engagement and participation.

Dates: Two back-to-back days in each of the 9 months listed below.

- Fall: September, October, November, December
- Spring: January, February, March, April, and May

2. Funding and Payment

Oakland Military Institute College Preparatory Academy shall pay SVMI, LLC up to **\$47,500** for the services outlined above.

Part 1: \$2,500, Professional Learning (PL) Sessions for All Mathematics Teachers

- Two partial days (up to 3 hours) x \$1250 x 1 facilitator/coach

Part 2: \$45,000, Coaching Cycles for Mathematics Teachers

- 18 full days for in-person classroom observations and post-lesson meetings x \$2,500 x 1 facilitator/coach

As part of this MOU, SVMI, LLC shall invoice Oakland Military Institute College Preparatory Academy (OMI) monthly for coaching and PL services as provided.

This MOU includes the development, design, and delivery of the professional learning sessions. However, it does not include the cost of handouts and PL materials.

3. Indemnification

Oakland Military Institute College Preparatory Academy (OMI) and SVMI, LLC mutually agree to indemnify and to hold harmless the other party from damage to persons or property resulting from any act or omission on the part of each party, its employees, agents, or officers.

4. Termination

Either Oakland Military Institute College Preparatory Academy (OMI) or SVMI may terminate this Agreement by giving thirty (30) days written notice to the other party. Oakland Military Institute College Preparatory Academy (OMI) shall reimburse SVMI for acceptable and allowable work performed under this Contract, and for all non-cancelable obligations made in connection with such work, through the date of termination.

5. Entire Agreement

This Service Agreement constitutes the entire agreement of the parties concerning the services described herein.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of the effective date referenced above.

Oakland Military Institute College
Preparatory Academy (OMI)
3877 Lusk Street
Oakland, CA 94608

Silicon Valley Mathematics Initiative, LLC
6980 Santa Teresa Blvd., Suite #100
San Jose, CA 95119

By:



Name:

Zandra Texeira

Title:

Chief Academic Officer

Date:

August 8, 2026

By:



Name:

Cecilio Dimas

Title:

Executive Director

Date:

July 29, 2026

(408) 909-7864

cdimas@svmimac.org



Aug 13, 2026

Thank you for your continued partnership with ParentSquare. As your renewal date approaches, please review the terms outlined in this agreement for your upcoming renewal. To maintain uninterrupted service, please sign below at your earliest convenience.

Warm Regards,
ParentSquare Renewals Team

Quote Date: Aug 13, 2026
Quote Valid Until: Sep 26, 2026

Quote No: Q-19073

Contract Start Date: Oct 1, 2026
Contract End Date: Sep 30, 2029

Oakland Military InstituteCollege Preparatory ACAD District, CA - 0601971

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Year 1

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Net Price
Aeries Communications (600 students or fewer) - Year 1	Oct 1, 2026	Sep 30, 2027	12 Month(s)	\$5,093.55	1	\$5,093.55
Total Price						\$5,093.55

Year 2

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Net Price
Aeries Communications (600 students or fewer) - Year 2	Oct 1, 2027	Sep 30, 2028	12 Month(s)	\$5,348.23	1	\$5,348.23
Total Price						\$5,348.23

Year 3

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Net Price
Aeries Communications (600 students or fewer) - Year 3	Oct 1, 2028	Sep 30, 2029	12 Month(s)	\$5,615.64	1	\$5,615.64
Total Price						\$5,615.64

Quote Date: Aug 13, 2026
Quote Valid Until: Sep 26, 2026

Quote No: Q-19073

Contract Start Date: Oct 1, 2026
Contract End Date: Sep 30, 2029

Oakland Military Institute College Preparatory ACAD District, CA - 0601971



Purchase Terms

The Services are subject to the terms contained in this Order Form and in the ParentSquare School Agreement, which is located at <https://www.parentsquare.com/agreement/> and is incorporated by reference into this Order Form.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing annually as set forth in the ParentSquare School Agreement. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

Quote Date: Aug 13, 2026
Quote Valid Until: Sep 26, 2026

Quote No: Q-19073

Contract Start Date: Oct 1, 2026
Contract End Date: Sep 30, 2029

Oakland Military InstituteCollege Preparatory ACAD District, CA - 0601971

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If you have any questions regarding this agreement, please contact your ParentSquare representative. We appreciate your partnership and look forward to continuing to support your district.

Oakland Military InstituteCollege Preparatory ACAD District, CA - 0601971	
Name	Mary Streshly
Title	superintendent
Signature	
Date	Aug 13, 2026 9:54:53 AM UTC-0700

Quote Date: Aug 13, 2026
Quote Valid Until: Sep 26, 2026

Quote No: Q-19073

Contract Start Date: Oct 1, 2026
Contract End Date: Sep 30, 2029

Oakland Military InstituteCollege Preparatory ACAD District, CA - 0601971

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PUPIL SERVICES CREDENTIAL PROGRAM IN SCHOOL PSYCHOLOGY

UNIVERSITY/DISTRICT AGREEMENT

DATE: 6/17/2026

Dear School District Governing Board:

The following agreement is between the Oakland Military Institute College Preparatory Academy (henceforth District) and Alliant International University's California School of Education (henceforth University). The goal of this contract is to document the above partnership between two entities listed to facilitate the full-time school psychology internship training of SUHEY VAZQUEZ MURILLO, a student in our PPS Credential Program in School Psychology.

UNIVERSITY ROLE

- Statement #1 The University will communicate to the public the availability of the School Psychology Intern program in an effort to attract high quality applicants as potential interns to the school psychology credential program.
- Statement #2 The University will inform participating districts of the availability of high quality and qualified (i.e. CBEST completed, subject matter competence verified, BA degree confirmed) school psychology intern candidates.
- Statement #3 The University will recommend for intern credentials to the CCTC the qualified candidates selected by participating Districts for school psychology intern positions. Candidates will not be allowed to assume an intern position until they have completed the University professional course sequence and practicum hours.
- Statement #4 The University will work cooperatively with District personnel to reinforce ideas, principles, and practices being conveyed through District pre-service training activities for the selected interns that are being held concurrent with the University professional training course sequence.
- Statement #5 The University will assign an Intern Faculty Liaison (IFL) to support the intern during this their required field experience to obtain the PPS Credential.
- Statement #6 The University IFL will work as part of a collaborative support team with District supervisors.
- Statement #7 The University will recommend candidates who successfully complete their internship experience for the PPS School Psychology Credential.

DISTRICT ROLE

- Statement #1 The District will communicate to potential interns the availability of the PPS School Psychology District/University Internship.
- Statement #2 The District will interview qualified candidates sent from the University for Potential School Psychology Intern Positions.
- Statement #3 The District will provide the selected interns with pre-service training and orientation activities.



Alliant International University
California School
of Education

- Statement #4** The District will assign a qualified credentialed school psychologist to the intern, either at the District level, at the school site level, or at both levels. This (these) person(s) will work collaboratively with the university ILF assigned to the intern.
- Statement #5** **Any financial agreements between the student intern and District will be via formal written agreement.**
- Statement #6** The District will retain, not retain, or dismiss the intern(s) according to regular practice to school psychologists.
- Statement #7** The District will not displace existing school psychologists with interns. Vacancies to accommodate interns will be designated through normal attrition.

SIGNATURES OF AGREEMENT

Mary Streshly

District Signature

Superintendent

Title

7/20/2026

Date

Scheffrey Mills

Student Signature

School Psychology Graduate Student |
M.A.Ed. and Ed.S. Candidate

Title

06/17/2026

Date

University Signature

Title

Date



**GENERAL AGREEMENT FOR AGENCIES AFFILIATED
WITH ALLIANT UNIVERSITY, INC. AS APPROVED TRAINING SITES
FOR
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the “Agreement”) is entered into by and between Alliant University, Inc., (the “University”), and **Oakland Military Institute College Preparatory Academy** (the “Agency”).

RECITALS

WHEREAS, the Agency has clinical training opportunities available that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”).

WHEREAS, clinical training experience is a required and integral component of the University’s Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the School of Education at Alliant University and will be serving their Practicum or Internship in the District.

WHEREAS, the University desires the cooperation of the Agency in the development and implementation of the clinical training experience phase of its curriculum;

WHEREAS, the Agency recognizes its professional opportunity and responsibility to participate in the education of students in the field; and

WHEREAS, the Agency wishes to join the University in the development and implementation of a clinical training program at the Agency (the “Program”) for the University’s students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the Agency enter into this Agreement on the terms and conditions set forth below. The University and the Agency mutually agree:

1. The University agrees to select and assign Students to the Program.
2. The Agency reserves the right to interview any Student selected by the University prior to accepting that Student for training in the Program. Subject to the foregoing, Students selected for assignment shall be assigned to the Agency for a period of time mutually determined in advance by the parties, which may be altered by (a) the University with 30 days written notice or (b) the Agency after the end of a term of the University, but prior to the beginning of the next term of the University with 60 days written notice, in each case, with consideration given to the staff and space availability or (c) the Agency with 30 days written notice.
3. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended (“FERPA”) and that the permission of students must be obtained before student data can be released to anyone.
4. Students will be bound by all American Psychological Association confidentiality policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the

confidentiality of patient and intern/trainee records.

FINGERPRINT

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

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

TB CLEARANCE

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site. TB Clearance is required at the point of Clinical Practice I clearance for California Student Teachers and Arizona Alternative Educators.

AGREEMENT

The University agrees:

1. Each Candidate shall have met the Basic Skills Requirement by way of California Basic Educational Skill Test (CBEST) or other exam option, coursework option, or combination option and, for Student Teachers and Teacher Interns, required subject matter competency is required prior to Clinical Practice clearance for Student Teachers (Clinical Practice III) or Intern (Clinical Practice I).
2. Each Candidate shall possess a minimum of a Bachelor's Degree, documented by official transcripts with a minimum overall GPA of 2.5. Candidates must have a minimum of 3.0 GPA to be recommended for a credential (Intern, Preliminary, or Clear).
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.
4. Each Teacher Intern and/ or Student Teacher candidate shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns via the AMS at least three (3) times during an 8-week term and provide annotated feedback via the AMS for the video observation(s).
7. Alliant Personnel will correspond with District Employed Supervisors, District Support Providers (Interns) and Cooperating Teachers (Student Teachers) at the beginning of the Candidate's field experience in order to support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide support and guidance an average 5 hours per week documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to Cooperating Teachers for Student Teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Candidates are required to adhere to all state and local health orders.
11. If the University finds that an Intern performs below standards acceptable to the University, after appropriate support and advice have been exhausted and the Intern has been withdrawn from the program, the University is to provide immediate written notification to the District.

The Agency agrees:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.
3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.
5. The Intern's services shall meet the instructional or service needs of the District.
6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through in-person learning environments. Online schools, independent study programs, and home schools are prohibited as placements for Interns. When candidates are teaching at online schools, independent study programs, or home schools, the required experience may be challenging and, in some cases, impossible to achieve. Program must consider if the employment setting is appropriate for learning to teach and if the program will ensure that the Interns, Student Teachers, PPS candidates can get the significant experiences required to complete their course work in their programs. This includes the ability to teach whole groups of students. Decisions regarding fieldwork placements, including placements as a teacher of record, are the responsibility of the program, not the candidate nor the employer.
7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
8. Each Intern shall be assigned as an Intern/Teacher of Record under a contract with an appointment of at least .60 FTE of their workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that they are free from tuberculosis.
10. No Intern shall displace any fully credentialed employee in the District.

11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
12. The District and the University, in partnership, must provide support for each Alliant candidate.
13. For Teacher Education the District and University, in partnership, must provide a minimum of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
15. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice field experiences.
16. District Support Providers will correspond with Alliant Personnel at the beginning of the candidate's field experience in order to support the candidate. District shall also provide the assigned Candidate and the University with a copy of the District's existing pertinent rules and regulations, policies and procedures with which the Candidate is expected to comply including, but not limited to, health and safety protocols and emergency protocols.
17. The District Support Provider will support and provide guidance for an average of 5 hours per week as documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
18. District Site Support Providers must hold credentials in the same exact areas as the Interns they support and/or hold a valid, clear California Administrative Services Credential.
19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socio-economic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
20. District Support Providers for Interns, and Cooperating Teachers for Student Teachers must have a minimum of three (3) years' teaching experience, have a clear Credential in the credential area they are supervising (or a valid clear California Administrative Service Credential).
21. The program provides district-employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as to effective supervision approaches such as cognitive coaching. To facilitate district-employed supervisors meeting program expectations, the program ensures that district-employed supervisors remain current in the knowledge and skills necessary for effective candidate supervision.
22. The District Support Providers for Interns and Cooperating Teacher for Student Teachers must collaborate with the program on the expectations for candidates to take and pass a commission approved literacy performance assessment, and provides opportunities for candidates to practice a strong

literature, language, and comprehension component with a balance of oral and written language that includes a focus on foundational literacy skills, oral and written language, and cross cutting themes in literacy. In addition, efforts will be made to provide candidates with opportunities, as practicable, during their clinical practice to learn about, and where possible, observe, how schools/teachers are using screening and diagnostic techniques to inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the TPEs and standard.

23. The District Support Providers for Interns and Cooperating Teacher for Student Teachers must collaborate with the program on the expectation for clinical practice settings related to providing, to the extent practicable, opportunities for candidates in clinical practice settings to observe and practice the concepts and strategies included in the California Dyslexia Guidelines.
24. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will immediately inform the University and work with the University in an attempt to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.
25. If the District finds that an Intern performs below standards acceptable to the District, after appropriate support and advice have been exhausted and is removed from the paid Intern position by the District, the District is to provide immediate written notification to the University.

GENERAL TERMS AND CONDITIONS

1. The Agreement shall be the governing legal document between the parties.
2. The Agency's Training Coordinator may complete and sign training agreement documents (electronic) that are submitted by the University that specify 'students' or 'interns' or 'trainees' planned educational/internship program details. Completion of these training agreement documents is for informational purposes only.
3. **Confidentiality.** The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:
 - A. The Agency and the University shall not, and shall not permit any of their respective employees, agents or contractors to, use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to

perform its obligations to the other party in connection with this Agreement; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this Section 3 by or through any employees, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Agreement and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Agreement.

- B. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Agreement, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, information concerning employees (including, in the case of the University, faculty) and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA) and the existence, terms and conditions of this Agreement. Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Agreement or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Agreement (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
- C. The Agency and the University acknowledge that the University’s use of the Programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The Agency shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The Agency represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling student information provided by the University of its obligations under FERPA. The Agency further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University without a valid business reason to access such records.

4. **Non-Discrimination, Harassment, Retaliation Clause.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended. The Agency and the University agree not to discriminate in their enrollment and employment practices, and will render all services under this Agreement without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The Agency and the University will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the Agency or the University or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
5. **Indemnification.** Each party shall be indemnified by the other party (the "Indemnifying Party") against any and all losses, judgments, liabilities, expenses (including, but not limited to reasonable attorneys' fees) or amounts paid in settlement of any third party claims sustained by it that arise out of any breach of representation or any act or omission of the Indemnifying Party in connection with this Agreement, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees and agents. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
6. **Limitation of Liability.**
 - A. Except for the indemnifying party's obligations pursuant to Section 5 above or the other party's gross negligence or willful misconduct: neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits,) and/or reasonable attorneys' fees and costs, arising in any way out of this Agreement, however caused and on any theory of liability.
 - B. Subject to Section 5 above, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.
 - C. The parties to this Agreement hereby assert that no liability is assumed by either party for damages or injuries which arise from Program participants independently traveling to or from service sites.

7. **Insurance.** Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, commercial general liability and professional liability coverage from an insurance carrier with an AM Best rating of A- VII or better. The Agency's commercial general liability insurance shall have minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The University's general liability and professional liability insurance shall carry a single limit of not less than \$2,000,000 per claim and \$4,000,000 in the aggregate.
8. **Representations and Warranties.**
 - A. Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Agreement and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Agreement have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Agreement is a valid and binding agreement of each party enforceable in accordance with its terms.
 - B. In addition to its representations in paragraph (a) above, the Agency represents and warrants to the University that:
 - (i) it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
 - (ii) neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
 - (iii) it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.
9. **Independent Contractor.** University faculty, staff, and students are not officers, agents, or employees of the Agency. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.
10. **Worker's Compensation Insurance.** It is understood and agreed that the University's Students are not to be considered employees of the University and therefore Students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for Student coverage. Rather, Students are fulfilling specific requirements for clinical training experiences as part of the eligibility requirements to become a clinical psychologist in the state of California. If the Student enters into an employment relationship with the Agency, the Agency is solely responsible for procuring workers' compensation insurance to cover the individual.
11. **Term.** This Agreement shall be effective January 01, 2027 for a period of three (3) calendar years. This Agreement will automatically renew unless otherwise indicated in writing by one of the parties at least sixty (60) days prior to the end of the term; provided that if the Agency is terminating pursuant to this clause, such termination may only be effective after the end

of a term of the University and prior to the beginning of the next term of the University.

Effective Date. The effective date of this Agreement is the date on which the agreement was duly executed.

12. Termination.

- A. Termination of the Agreement: Any party may terminate this agreement in accordance with Section 11. Any termination of the Agreement by either party shall not affect the status of any Student who has been placed with the Agency prior to the effective date of termination.
- B. Termination of a Student's Participation: The expectation of all parties is that the Student will complete the term of this Program. Termination of the Student with cause shall be in accordance with the employment or volunteer policies of the clinical training setting.
- C. Termination of the Student or supervisor's employment or this Agreement must take into account the clinical necessity of an appropriate termination or transfer of clients.

13. Notices. All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, electronic documentation or U.S. Mail as follows:

Alliant University:
10455 Pomerado Road
San Diego, CA 92131

Oakland Military Institute College Preparatory Academy:
3877 Lusk Street
Oakland, CA 94608

- 14. **Modification.** This Agreement contains all of the terms and conditions between the parties. This Agreement may be revised or modified only by mutual agreement and written amendment signed by both parties.
- 15. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.
- 16. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.
- 17. **Assignment.** Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties, except that a party may assign its rights or obligations to a third

party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

18. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction in the courts of the State of California.
19. **Dispute Resolution.** All disputes between the parties which are not resolvable within the day-to-day working relationship of the parties may be assigned by either party to the coordinators for resolution in accordance with procedures to be agreed upon by the parties. The coordinators will meet to consider the issues not later than ten (10) business days after assigned to do so. Such meetings may be telephonic. In the event the coordinators are unable to resolve the dispute within fifteen (15) business days of their first meeting concerning such dispute (or such other period mutually agreed by the parties), either party may seek such other relief as may be available at law or equity. Notwithstanding anything to the contrary in this section, neither party shall be prevented from immediately seeking injunctive or other equitable relief in the event of any breach or alleged breach of Section 3 of the General Terms and Conditions hereof. Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Agreement, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in Sacramento, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Agreement, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.
20. **Counterparts; Facsimile.** This Agreement may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and, each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.
21. **No Third-Party Rights.** Nothing in this Agreement shall be construed as creating or giving rise to any rights to any third parties or any persons other than the parties hereto.

22. **Survival.** Sections 3, 5, 6, 9 and 11 through 23 of the General Terms and Conditions shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the day specified below.

FOR THE “UNIVERSITY”

David Stewart, Ph.D.
Interim Provost and Executive Dean

Date

FOR THE “AGENCY”

Name:

Date

Coversheet

NCS Designated Coordinator

Section: III. Approval of Consent Items
Item: D. NCS Designated Coordinator
Purpose: FYI
Submitted by: Jonathan Pike
Related Material: OMI_CIF-Representative 26-27.pdf

BACKGROUND:

a { text-decoration: none; color: #464feb; } tr th, tr td { border: 1px solid #e6e6e6; } tr th { background-color: #f5f5f5; }

The California Interscholastic Federation (CIF) requires each member school to formally designate an official league representative who is authorized by the school's governing board to represent the school at league meetings and participate in matters related to CIF governance and interscholastic athletics.

For the 2026-2027 school year, Oakland Military Institute College Preparatory Academy has identified **Jonathan Pike**, serving as **Interim Athletic Director**, to fulfill this role. Mr. Pike will serve as the school's official liaison to the league, attend league meetings, communicate CIF information to school administration, and represent the school's interests in league matters.

2026-2027 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE** no later than June 26, 2026.

Oakland Military Institute - College Prep School District/Governing Board at its 08/27/2026 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2026-2027 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Oakland Military Institute College Preparatory Academy

NAME OF REPRESENTATIVE	<u>Jonathan Pike</u>	POSITION	<u>Interim Athletic Director</u>
ADDRESS	<u>3877 Lusk Street</u>	CITY	<u>Oakland</u> ZIP <u>94604</u>
PHONE	<u>5105943948</u>	FAX	E-MAIL <u>jpik@omiacademy.org</u>

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE	POSITION
ADDRESS	CITY ZIP
PHONE FAX	E-MAIL

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE	POSITION
ADDRESS	CITY ZIP
PHONE FAX	E-MAIL

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE	POSITION
ADDRESS	CITY ZIP
PHONE FAX	E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Mary Streshly

Signature



Address 3877 Lusk Street

City Oakland

Zip 94608

Phone 510-594-3948

Fax _____

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE

Coversheet

Cadet Commander Report

Section: IV. Cadet Commander's Report
Item: A. Cadet Commander Report
Purpose:
Submitted by:
Related Material: 27AUG26 Cadet Commander Board Meeting Notes New.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.

BRIEF

2025-2026 SY:

OF NEW CADETS: 148

CADETS WHO PASSED ENTRANCE CAMP: 132

CADETS ATTENDING ALTERNATIVE CAMP: 26

OF CADET STAFF THAT ATTENDED CAMP: 44

2026-2027 SY:

OF NEW CADETS: 146

CADETS WHO PASSED ENTRANCE CAMP: 144

CADETS ATTENDING ALTERNATIVE CAMP: 13

OF CADET STAFF THAT ATTENDED CAMP: 50

CURRENT # OF SENIORS C/SGT OR ABOVE: 49 / 51

CURRENT # OF JUNIORS C/SGT OR ABOVE: 30 / 65

CADET TUTORING

OF CADET TUTORS EXPECTED TO RETURN : 10/20

**PROJECTED AMOUNT OF HOURS PER WEEK SPENT
TUTORING: 2-4 HOURS**

**2025-2026 SY AMOUNT OF HOURS PER WEEK SPENT
TUTORING (AVG): 1-3**

Coversheet

Financial Update

Section: VI. Items
Item: A. Financial Update
Purpose: Discuss
Submitted by:
Related Material: OMI-Aug BOD Meeting Financial Packet-JW-20260824 v.2.pdf

BACKGROUND:

Attached you will find a monthly cashflow projection for the 2026-2027 FY. It includes the monthly expenditures and monthly revenues.



Oakland Military Institute Financial Update

Jessika Welcome
August 27, 2026



Contents

- **2025-26**
 - Year-End Net Income (Unaudited)
 - Budget v. Unaudited Actuals
- **2026-27**
 - Final State Budget
 - Monthly Financial Summary
- **Exhibits**
 - Unaudited Actuals



2025-26

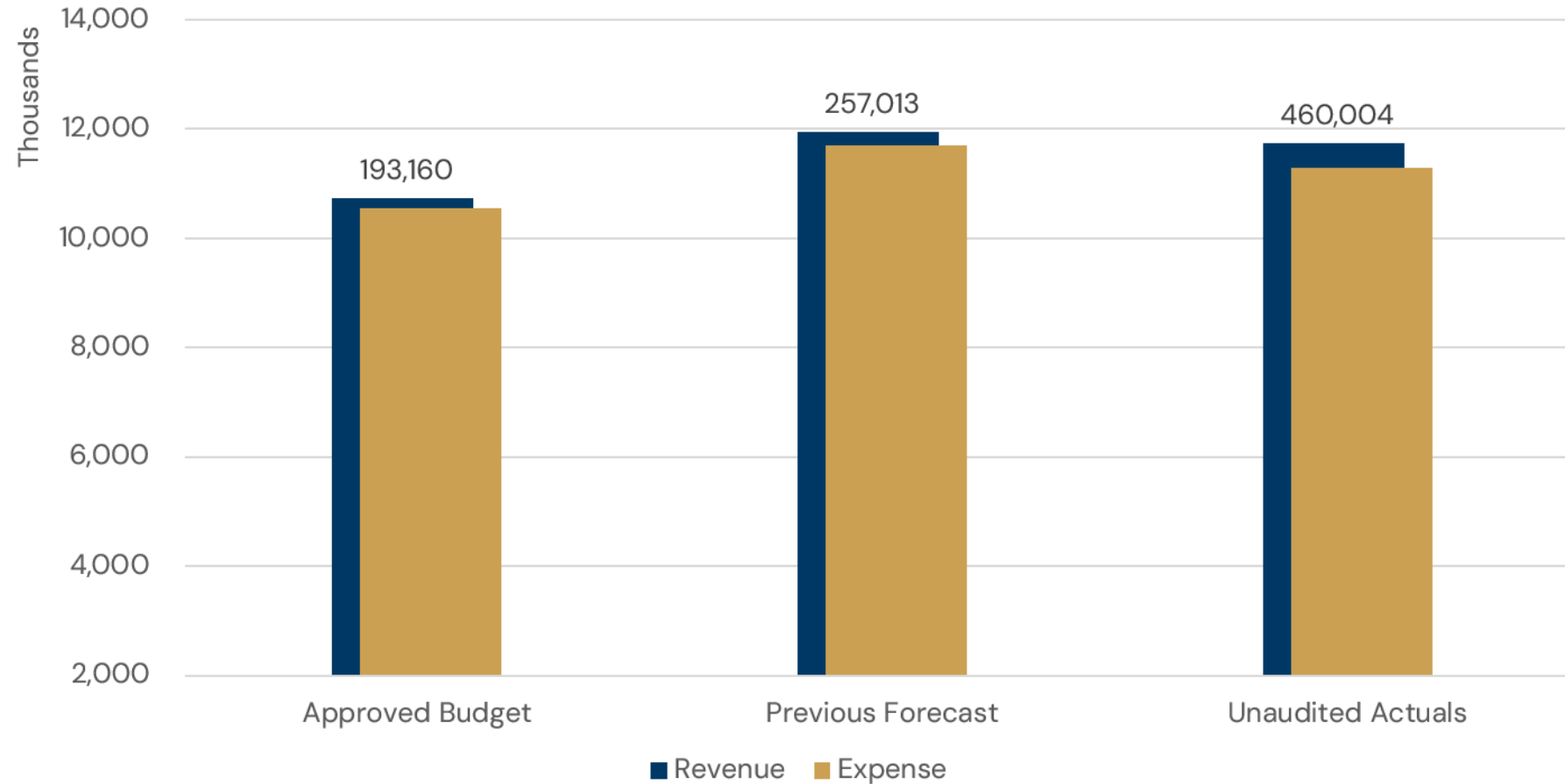


2025-26 Year-End Net Income (Unaudited)

		2025-26	2025-26	Difference
		Previous Forecast	Unaudited Actuals	
Revenue	LCFF Entitlement	7,561,058	7,583,890	22,832
	Federal Revenue	675,629	688,337	12,708
	Other State Revenues	2,298,876	2,055,770	(243,106)
	Local Revenues	434,937	452,730	17,793
	Fundraising and Grants	984,111	968,722	(15,389)
	Total Revenue	11,954,611	11,749,448	(205,163)
Expenses	Comp and Benefits	7,422,293	7,516,803	(94,510)
	Books and Supplies	823,750	716,576	107,174
	Services and Other Ops	3,042,951	2,653,986	388,965
	Depreciation	384,827	338,240	46,587
	Other Outflows	23,777	63,840	(40,063)
	Total Expenses	11,697,598	11,289,444	408,154
	Operating Income	257,013	460,004	202,991
	Beginning Balance (Audited)	12,384,537	12,384,537	
	Operating Income	257,013	460,004	202,991
	Ending Fund Balance (incl. Depreciation)	12,641,550	12,844,541	202,991
	Ending Fund Balance as % of Expenses	108.07%	113.77%	5.01%



2025-26 Budget v. Unaudited Actuals





2026-27



2026–27 Final State Budget

FY27 Final State Budget very similar to May Revise

COLA

- 4.31% LCFF COLA
- Statutory 2.87% COLA applies to most other state categorical programs

Student Support & PD Discretionary Block Grant

- Funding increased to approximately \$937/FY26 P-2 ADA
- Spending is discretionary; deadline to spend is 6/30/2032

Paid Pregnancy Disability Leave

- Implementation delayed until January 2027

Special Education Funding

- Funding substantially increased to \$1,340/ADA



Monthly Financial Summary



Celebrations/ Accomplishments

- Starting year with a higher number of students than last year
- New CTEIG grant! (preliminary estimate of \$547K)



Next Steps/ Areas to Monitor

- Unaudited Actuals due to OUSD by 9/10
- Revisions to forecast based on enrollment and attendance



Horizon Issues

- Charter renewal
- Increases to salary schedules

ALT - Charter School Unaudited Actuals Financial Report — Alternative Form

July 1, 2025 to June 30, 2026

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

Charter Number: 0349

County: Alameda

Oversight Entity: Oakland Unified

Fiscal Year and Reporting Period: 2025–26 Unaudited Actuals

County District School (CDS) Number: 01 61259 0130617

Dataset Submission Number: G8A5H5BFBT (2025–26)

California Department of Education (CDE)

Standardized Account Code Structure (SACS) Web Financial Reporting System,
System Version SACS V16

Form ALT, Form Version 11 (FV11)

Printed: 08/24/2026 12:53 PM

Note: In this document, non-shaded cells within tables that contain a dash ('-') represent instances where no data is displayed. Cells within tables that contain a dash ('-') and are shaded gray represent instances where the system does not allow data entry. Individuals experiencing difficulties with this document can contact the Financial Accountability & Information Services Office of the School Fiscal Services Division at sacsweb@cde.ca.gov.

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Charter School Certification - July 1, 2025 to June 30, 2026

County: Alameda

Charter Number: 0349

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Julia Xu	Name: Timothy Ryan-Conner	Name: Dr. Mary Streshly
Title: Director III - District Advisory Services	Title: Accounting Manager - Charter Office	Title: Superintendent
Telephone: 510-670-4195	Telephone: 510-879-1677	Telephone: 510-594-3992
Email address: jxu@acoe.org	Email address: ryan.ryanconner@ousd.org	Email address: mstreshly@omiacademy.org

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Charter School Official:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): 08/24/2026

Printed Name: Dr. Mary Streshly

Title: Superintendent

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY):

Printed Name:

Title:

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature (*Original Signature Required*): _____

Date (MM/DD/YYYY): _____

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Alternative Form - July 1, 2025 to June 30, 2026

County: Alameda

Charter Number: 0349

This charter school uses the following basis of accounting: (Select one)

(X) (Selected) Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)

() (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	3,809,882.00	-	3,809,882.00
Education Protection Account State Aid - Current Year	8012	1,796,408.00	-	1,796,408.00
State Aid - Prior Years	8019	2,660.00	-	2,660.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,974,940.00	-	1,974,940.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		7,583,890.00	0.00	7,583,890.00
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	271,238.00	271,238.00
Special Education - Federal	8181, 8182	-	77,275.20	77,275.20
Child Nutrition - Federal	8220	-	336,977.17	336,977.17
Donated Food Commodities	8221	-	0.00	0.00
Other Federal Revenues	8110, 8260–8299		2,846.34	2,846.34
Total, Federal Revenues		0.00	688,336.71	688,336.71
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	474,615.00	474,615.00
All Other (AO) State Revenues	StateRevAO	371,080.29	1,210,074.54	1,581,154.83
Total, Other State Revenues		371,080.29	1,684,689.54	2,055,769.83
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	1,351,451.39	70,000.00	1,421,451.39
Total, Local Revenues		1,351,451.39	70,000.00	1,421,451.39
5. Total Revenues		9,306,421.68	2,443,026.25	11,749,447.93
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	2,300,167.98	587,815.13	2,887,983.11
Certificated Pupil Support Salaries	1200	128,181.99	75,983.32	204,165.31

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	513,336.87	226,675.81	740,012.68
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		2,941,686.84	890,474.26	3,832,161.10
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	3,638.48	177,270.80	180,909.28
Noncertificated Support Salaries	2200	207,757.51	66,310.67	274,068.18
Noncertificated Supervisors' and Administrators' Salaries	2300	240,677.81	64,640.99	305,318.80
Clerical, Technical and Office Salaries	2400	312,643.97	34,663.45	347,307.42
Other Noncertificated Salaries	2900	486,843.83	0.00	486,843.83
Total, Noncertificated Salaries		1,251,561.60	342,885.91	1,594,447.51
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	517,275.49	152,180.53	669,456.02
Public Employees' Retirement System (PERS)	3201–3202	264,803.32	72,001.80	336,805.12
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	144,656.65	38,247.13	182,903.78
Health and Welfare Benefits	3401–3402	665,521.23	139,900.53	805,421.76
Unemployment Insurance	3501–3502	28,304.34	7,428.49	35,732.83
Workers' Compensation Insurance	3601–3602	59,874.59		59,874.59
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			0.00
OPEB, Active Employees	3751–3752			0.00
Other Employee Benefits	3901–3902			0.00
Total, Employee Benefits		1,680,435.62	409,758.48	2,090,194.10
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	0.00	0.00	0.00
Books and Other Reference Materials	4200	6,222.06	19,030.23	25,252.29
Materials and Supplies	4300	139,334.30	20,258.01	159,592.31
Noncapitalized Equipment	4400	34,724.47	6,295.49	41,019.96
Food	4700	34,019.25	456,692.40	490,711.65
Total, Books and Supplies		214,300.08	502,276.13	716,576.21
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100	0.00	0.00	0.00
Travel and Conferences	5200	2,419.46	419.72	2,839.18
Dues and Memberships	5300	21,571.04	0.00	21,571.04
Insurance	5400	224,153.71	0.00	224,153.71
Operations and Housekeeping Services	5500	446,038.82	0.00	446,038.82
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	211,635.37	152,957.47	364,592.84
Transfers of Direct Costs	5700–5799	0.00	0.00	0.00

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	1,119,915.18	385,844.81	1,505,759.99
Communications	5900	89,030.43	0.00	89,030.43
Total, Services and Other Operating Expenditures		2,114,764.01	539,222.00	2,653,986.01
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	0.00
Buildings and Improvements of Buildings	6200	-	-	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	0.00
Equipment	6400	-	-	0.00
Equipment Replacement	6500	-	-	0.00
Lease Assets	6600	-	-	0.00
Subscription Assets	6700	-	-	0.00
Depreciation Expense (Accrual basis only)	6900	338,239.66	0.00	338,239.66
Amortization Expense - Lease Assets (Accrual basis only)	6910	0.00	0.00	0.00
Amortization Expense - Subscription Assets (Accrual basis only)	6920	0.00	0.00	0.00
Total, Capital Outlay		338,239.66	0.00	338,239.66
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO	0.00	0.00	0.00
All Other Transfers	7281–7299	0.00	0.00	0.00
Transfers of Indirect Costs	7300–7399	0.00	0.00	0.00
Debt Service:	-	-	-	-
Interest	7438	63,839.66	0.00	63,839.66
Principal (For modified accrual basis only)	7439	-	-	0.00
Total Debt Service		63,839.66	0.00	63,839.66
Total, Other Outgo		63,839.66	0.00	63,839.66
8. Total Expenditures		8,604,827.47	2,684,616.78	11,289,444.25
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		701,594.21	(241,590.53)	460,003.68
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			0.00
2. Less: Other Uses	7630–7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999	(241,590.53)	241,590.53	0.00

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		(241,590.53)	241,590.53	0.00
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		460,003.68	0.00	460,003.68
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	12,384,537.28	0.00	12,384,537.28
b. Adjustments/Restatements	9793, 9795	0.00	0.00	0.00
c. Adjusted Beginning Fund Balance/Net Position		12,384,537.28	0.00	12,384,537.28
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		12,844,540.96	0.00	12,844,540.96
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	0.00
2. Stores (equals Object 9320)	9712	-	-	0.00
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	0.00
4. All Others	9719	-	-	0.00
b. Restricted	9740	-	-	0.00
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	0.00
2. Other Commitments	9760	-	-	0.00
d. Assigned	9780	-	-	0.00
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	0.00
2. Unassigned/Unappropriated Amount	9790M	-	-	0.00
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	9,196,193.77	0.00	9,196,193.77
b. Restricted Net Position	9797	-	0.00	0.00
c. Unrestricted Net Position	9790A	3,648,347.19	0.00	3,648,347.19
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110			0.00
b. Fair Value Adjustment to Cash in County Treasury	9111			0.00
c. In Banks	9120	3,382,789.30	0.00	3,382,789.30
d. In Revolving Fund	9130			0.00
e. With Fiscal Agent/Trustee	9135			0.00
f. Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	2,284,710.02		2,284,710.02

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	91,834.32		91,834.32
7. Other Current Assets	9340	15,650.53		15,650.53
8. Lease Receivable	9380	786,401.43		786,401.43
9. Capital Assets (accrual basis only)	9400–9489	9,196,193.77		9,196,193.77
10. Total, Assets		15,757,579.37	0.00	15,757,579.37
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			0.00
2. Total, Deferred Outflows		0.00	0.00	0.00
I. Liabilities				
1. Accounts Payable	9500	331,335.64		331,335.64
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640	92,592.54		92,592.54
4. Unearned Revenue	9650	743,092.31		743,092.31
5. Long-Term Liabilities (accrual basis only)	9660–9669	1,746,017.92		1,746,017.92
6. Total, Liabilities		2,913,038.41	0.00	2,913,038.41
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			0.00
2. Total, Deferred Inflows		0.00	0.00	0.00
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		12,844,540.96	0.00	12,844,540.96

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County: Alameda

Charter Number: 0349

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay (\$)	Debt Service (\$)	Total
a.			0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
Total Federal Revenues Used for Capital Outlay and Debt Service	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount (\$) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	
b. Noncertificated Salaries	2000–2999	
c. Employee Benefits	3000–3999	
d. Books and Supplies	4000–4999	
e. Services and Other Operating Expenditures	5000–5999	
Total Community Services Expenditures		0.00

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount (\$)
a.		
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount (\$)
a. Total Expenditures (B8)	11,289,444.25
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	688,336.71
c. Subtotal of State & Local Expenditures [a minus b]	10,601,107.54
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	402,079.32
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	10,199,028.22

Coversheet

Approve SACS Unaudited Actuals Report

Section: VI. Items
Item: B. Approve SACS Unaudited Actuals Report
Purpose: Vote
Submitted by:
Related Material: OMI-SACS Unaudited Actuals FY26-JW-20260824.pdf

BACKGROUND:

Board approval of unaudited actuals is a requirement following the annual closing of the books.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board review the report and presentation for approval.

ALT - Charter School Unaudited Actuals Financial Report — Alternative Form

July 1, 2025 to June 30, 2026

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

Charter Number: 0349

County: Alameda

Oversight Entity: Oakland Unified

Fiscal Year and Reporting Period: 2025–26 Unaudited Actuals

County District School (CDS) Number: 01 61259 0130617

Dataset Submission Number: G8A5H5BFBT (2025–26)

California Department of Education (CDE)

Standardized Account Code Structure (SACS) Web Financial Reporting System,
System Version SACS V16

Form ALT, Form Version 11 (FV11)

Printed: 08/24/2026 12:53 PM

Note: In this document, non-shaded cells within tables that contain a dash ('-') represent instances where no data is displayed. Cells within tables that contain a dash ('-') and are shaded gray represent instances where the system does not allow data entry. Individuals experiencing difficulties with this document can contact the Financial Accountability & Information Services Office of the School Fiscal Services Division at sacsweb@cde.ca.gov.

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Charter School Certification - July 1, 2025 to June 30, 2026

County: Alameda

Charter Number: 0349

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Julia Xu	Name: Timothy Ryan-Conner	Name: Dr. Mary Streshly
Title: Director III - District Advisory Services	Title: Accounting Manager - Charter Office	Title: Superintendent
Telephone: 510-670-4195	Telephone: 510-879-1677	Telephone: 510-594-3992
Email address: jxu@acoe.org	Email address: ryan.ryanconner@ousd.org	Email address: mstreshly@omiacademy.org

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Charter School Official:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): 08/24/2026

Printed Name: Dr. Mary Streshly

Title: Superintendent

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY):

Printed Name:

Title:

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature (*Original Signature Required*): _____

Date (MM/DD/YYYY): _____

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Alternative Form - July 1, 2025 to June 30, 2026

County: Alameda

Charter Number: 0349

This charter school uses the following basis of accounting: (Select one)

(X) (Selected) Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)

() (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	3,809,882.00	-	3,809,882.00
Education Protection Account State Aid - Current Year	8012	1,796,408.00	-	1,796,408.00
State Aid - Prior Years	8019	2,660.00	-	2,660.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	1,974,940.00	-	1,974,940.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		7,583,890.00	0.00	7,583,890.00
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	271,238.00	271,238.00
Special Education - Federal	8181, 8182	-	77,275.20	77,275.20
Child Nutrition - Federal	8220	-	336,977.17	336,977.17
Donated Food Commodities	8221	-	0.00	0.00
Other Federal Revenues	8110, 8260–8299		2,846.34	2,846.34
Total, Federal Revenues		0.00	688,336.71	688,336.71
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	474,615.00	474,615.00
All Other (AO) State Revenues	StateRevAO	371,080.29	1,210,074.54	1,581,154.83
Total, Other State Revenues		371,080.29	1,684,689.54	2,055,769.83
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	1,351,451.39	70,000.00	1,421,451.39
Total, Local Revenues		1,351,451.39	70,000.00	1,421,451.39
5. Total Revenues		9,306,421.68	2,443,026.25	11,749,447.93
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	2,300,167.98	587,815.13	2,887,983.11
Certificated Pupil Support Salaries	1200	128,181.99	75,983.32	204,165.31

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	513,336.87	226,675.81	740,012.68
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		2,941,686.84	890,474.26	3,832,161.10
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100	3,638.48	177,270.80	180,909.28
Noncertificated Support Salaries	2200	207,757.51	66,310.67	274,068.18
Noncertificated Supervisors' and Administrators' Salaries	2300	240,677.81	64,640.99	305,318.80
Clerical, Technical and Office Salaries	2400	312,643.97	34,663.45	347,307.42
Other Noncertificated Salaries	2900	486,843.83	0.00	486,843.83
Total, Noncertificated Salaries		1,251,561.60	342,885.91	1,594,447.51
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	517,275.49	152,180.53	669,456.02
Public Employees' Retirement System (PERS)	3201–3202	264,803.32	72,001.80	336,805.12
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	144,656.65	38,247.13	182,903.78
Health and Welfare Benefits	3401–3402	665,521.23	139,900.53	805,421.76
Unemployment Insurance	3501–3502	28,304.34	7,428.49	35,732.83
Workers' Compensation Insurance	3601–3602	59,874.59		59,874.59
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			0.00
OPEB, Active Employees	3751–3752			0.00
Other Employee Benefits	3901–3902			0.00
Total, Employee Benefits		1,680,435.62	409,758.48	2,090,194.10
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	0.00	0.00	0.00
Books and Other Reference Materials	4200	6,222.06	19,030.23	25,252.29
Materials and Supplies	4300	139,334.30	20,258.01	159,592.31
Noncapitalized Equipment	4400	34,724.47	6,295.49	41,019.96
Food	4700	34,019.25	456,692.40	490,711.65
Total, Books and Supplies		214,300.08	502,276.13	716,576.21
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100	0.00	0.00	0.00
Travel and Conferences	5200	2,419.46	419.72	2,839.18
Dues and Memberships	5300	21,571.04	0.00	21,571.04
Insurance	5400	224,153.71	0.00	224,153.71
Operations and Housekeeping Services	5500	446,038.82	0.00	446,038.82
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	211,635.37	152,957.47	364,592.84
Transfers of Direct Costs	5700–5799	0.00	0.00	0.00

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	1,119,915.18	385,844.81	1,505,759.99
Communications	5900	89,030.43	0.00	89,030.43
Total, Services and Other Operating Expenditures		2,114,764.01	539,222.00	2,653,986.01
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	0.00
Buildings and Improvements of Buildings	6200	-	-	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	0.00
Equipment	6400	-	-	0.00
Equipment Replacement	6500	-	-	0.00
Lease Assets	6600	-	-	0.00
Subscription Assets	6700	-	-	0.00
Depreciation Expense (Accrual basis only)	6900	338,239.66	0.00	338,239.66
Amortization Expense - Lease Assets (Accrual basis only)	6910	0.00	0.00	0.00
Amortization Expense - Subscription Assets (Accrual basis only)	6920	0.00	0.00	0.00
Total, Capital Outlay		338,239.66	0.00	338,239.66
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO	0.00	0.00	0.00
All Other Transfers	7281–7299	0.00	0.00	0.00
Transfers of Indirect Costs	7300–7399	0.00	0.00	0.00
Debt Service:	-	-	-	-
Interest	7438	63,839.66	0.00	63,839.66
Principal (For modified accrual basis only)	7439	-	-	0.00
Total Debt Service		63,839.66	0.00	63,839.66
Total, Other Outgo		63,839.66	0.00	63,839.66
8. Total Expenditures		8,604,827.47	2,684,616.78	11,289,444.25
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		701,594.21	(241,590.53)	460,003.68
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			0.00
2. Less: Other Uses	7630–7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999	(241,590.53)	241,590.53	0.00

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		(241,590.53)	241,590.53	0.00
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		460,003.68	0.00	460,003.68
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	12,384,537.28	0.00	12,384,537.28
b. Adjustments/Restatements	9793, 9795	0.00	0.00	0.00
c. Adjusted Beginning Fund Balance/Net Position		12,384,537.28	0.00	12,384,537.28
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		12,844,540.96	0.00	12,844,540.96
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	0.00
2. Stores (equals Object 9320)	9712	-	-	0.00
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	0.00
4. All Others	9719	-	-	0.00
b. Restricted	9740	-	-	0.00
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	0.00
2. Other Commitments	9760	-	-	0.00
d. Assigned	9780	-	-	0.00
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	0.00
2. Unassigned/Unappropriated Amount	9790M	-	-	0.00
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	9,196,193.77	0.00	9,196,193.77
b. Restricted Net Position	9797	-	0.00	0.00
c. Unrestricted Net Position	9790A	3,648,347.19	0.00	3,648,347.19
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110			0.00
b. Fair Value Adjustment to Cash in County Treasury	9111			0.00
c. In Banks	9120	3,382,789.30	0.00	3,382,789.30
d. In Revolving Fund	9130			0.00
e. With Fiscal Agent/Trustee	9135			0.00
f. Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	2,284,710.02		2,284,710.02

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	91,834.32		91,834.32
7. Other Current Assets	9340	15,650.53		15,650.53
8. Lease Receivable	9380	786,401.43		786,401.43
9. Capital Assets (accrual basis only)	9400–9489	9,196,193.77		9,196,193.77
10. Total, Assets		15,757,579.37	0.00	15,757,579.37
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			0.00
2. Total, Deferred Outflows		0.00	0.00	0.00
I. Liabilities				
1. Accounts Payable	9500	331,335.64		331,335.64
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640	92,592.54		92,592.54
4. Unearned Revenue	9650	743,092.31		743,092.31
5. Long-Term Liabilities (accrual basis only)	9660–9669	1,746,017.92		1,746,017.92
6. Total, Liabilities		2,913,038.41	0.00	2,913,038.41
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			0.00
2. Total, Deferred Inflows		0.00	0.00	0.00
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		12,844,540.96	0.00	12,844,540.96

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County: Alameda

Charter Number: 0349

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay (\$)	Debt Service (\$)	Total
a.			0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
Total Federal Revenues Used for Capital Outlay and Debt Service	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount (\$) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	
b. Noncertificated Salaries	2000–2999	
c. Employee Benefits	3000–3999	
d. Books and Supplies	4000–4999	
e. Services and Other Operating Expenditures	5000–5999	
Total Community Services Expenditures		0.00

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 01 61259 0130617
Oakland Military Institute, College Preparatory Academy
Oakland Unified

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount (\$)
a.		
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount (\$)
a. Total Expenditures (B8)	11,289,444.25
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	688,336.71
c. Subtotal of State & Local Expenditures [a minus b]	10,601,107.54
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	402,079.32
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	10,199,028.22

Coversheet

Approve Board Policy Revision: Conflict of Interest

Section: VI. Items
Item: C. Approve Board Policy Revision: Conflict of Interest
Purpose: Vote
Submitted by: Mary Streshly
Related Material: OMI_Conflict_of_Interest_Code 8-27-2026 BM.pdf

BACKGROUND:

This is a requirement for school boards every two years, as advised by counsel.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

CONFLICT OF INTEREST CODE

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., Oakland Military Institute College Preparatory Academy (“OMI” or “Charter School”) hereby adopts this Conflict of Interest Code (“Code”), which shall apply to all governing board members and all other designated employees of OMI, as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

As applicable to a California public charter school, the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be “designated employees.” The designated positions are listed in “Exhibit A” attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each designated employee, including governing board members, shall file a Statement of Economic Interest (“Statement”) at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the employee’s position is assigned in “Exhibit A.”

An investment, interest in real property or income shall be reportable, if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in “Exhibit B.”

Statements Filed with the Charter School. All Statements shall be supplied by the Charter School. All Statements shall be filed with the Charter School. The Charter School’s filing official shall make and retain a copy of the Statement and forward the original to the Alameda County Board of Supervisors.

V. DISQUALIFICATION

No designated employee shall make, participate in making, or attempt to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Superintendent/Executive Director, who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

Financial interest in a contract: The Corporation shall not enter into a contract or transaction in which a Board member directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest).

Where a member of the Board has a personal, material financial interest in a contract, the financial interest will be reviewed by legal counsel under Government Code Section 1090, to determine whether the remote or non-interest exceptions apply. Should the Board and counsel determine that no applicable remote or noninterest exceptions apply, the Board must either: (1) not enter into the contract, as Government Code Section 1090 prevents the entire Board from voting on the contract; or (2) prior to the Board's discussion of and/or taking any action on the contract at issue, the interested Board member must resign from the Board. The resignation shall be made part of the Board's official record.

All other financial interests: Governing Board members shall disclose a disqualifying interest in writing to the Board of Directors and verbally at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record and be included in the meeting minutes. The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion, vote, or other final disposition of the matter) and comply with any applicable provisions of the Charter School bylaws.

EXHIBIT A**Designated Positions**

Designated Position	Assigned Disclosure Category
Members of the Governing Board	1
Superintendent	1
Executive Director of Administrative Services	2
Chief Financial Officer/Chief Business Officer	1
Commandant/Cadre Supervisor	2
Chief Academic Officer	2
Business Services Manager	2
Director of IT and CTE/DE Pathways	2
Facilities Manager	2
IT/Data/HR Manager	3
Consultants	3

Consultants and new positions whose duties include the making of financial decisions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Superintendent/Executive Director may determine in writing that a particular consultant or new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s or new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent’s/Executive Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code (Government Code § 81008).

EXHIBIT B

Disclosure Categories

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property located in whole or in part within the county of Alameda, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments and business positions in business entities, or sources of income (including receipt of gifts, loans, and travel payments) that engage in the purchase or sale of real property or are engaged in building construction or design utilized by OMI.

Category 2

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture or sell supplies, instructional materials, machinery or equipment of the type utilized by OMI.

Category 3

Designated positions assigned to this category must report:

Investments and business positions in business entities or sources of income (including receipt of gifts, loans, and travel payments) from sources that are contractors engaged in the performance of work or services, or sources that manufacture or sell supplies, instructional materials, machinery or equipment of the type utilized by the designated position's department.

Coversheet

Authorization of Funds Transfer to Certificate of Deposit Account

Section: VI. Items
Item: D. Authorization of Funds Transfer to Certificate of Deposit Account
Purpose: FYI
Submitted by: CMSgt (CA) Thomas James

BACKGROUND:

It is the Board's direction to invest excess reserve funds and the superintendent's staff and Ms. Welcome's budget analysis that we will officially close the books with sufficient funds to invest.

RECOMMENDATION:

It is the recommendation of the superitendent and staff that the board approve the transfer funds at the staff's discretion not to exceed \$200,000 to a certificate of deposit account.

Coversheet

Conversion, Camp, and Enrollment Summary

Section: VI. Items
Item: E. Conversion, Camp, and Enrollment Summary
Purpose:
Submitted by:
Related Material: OMI_Board_Enrollment_SY26-27 new.pdf

BACKGROUND:

OMI experienced a very positive enrollment year. With a 4% increase to enrollment year over year, and a 94% retention rate.

Recruiting efforts have largely been on a nine-month cycle, going all the way up to Entrance Camp. More important than the enrollment numbers themselves is the quality of cadets we have attracted. The climate and culture on campus are indicative of having the right cadets and staff in place.

Entrance camp was a major sustainment with Cal Poly Maritime, with increased civilian adult support, including counselors on site and credentialed administrative staff.

SY 2026–27 Enrollment Update

Board of Directors | August 2026

Recruiting Highlights (Nov 2025 – Jun 2026)

What Worked

Campus tours • K-5 charter school visits • Cadet recruiters
 Cadet for a Day • OMI Cares uniform showcases
 Waitlist outreach • Professional photography
 Survey completion rate: 80% (led by Xitlali)

Opportunities for Improvement

Social media showed low ROI
 June picnic turnout was below expectations

Entrance Camp & Alternate Camp

Entrance Camp No-Shows: **21**
 Started Entrance Camp: **154**
 Did Not Finish: **12**
 Finished Entrance Camp: **142**
 Alternate Camp: **13** (some returning for 2nd chance)

Total New Cadets Eligible to Join OMI: **151**

Oakland Enrolls — Application Data

On-time applications: **321**
 Total applications: **631 (as of 18AUG26)**
 Accepted: **156** Waitlisted: **287** (114 in grades 10–12)
 Declined offer: **76** Rescinded/Withdrew: **109**
Applied after entrance camp: 42 (will rollover and make offers for 27-28 SY)

Total Enrollment & Retention Rates

Total Cadets SY 26-27: **542**
 (vs. 519 this time last year)

Returning Cadet Retention by Grade

7th: **61 cadets — 100%**
 8th: **71 cadets — 95%**
 9th: **73 cadets — 79%**
 10th: **83 cadets — 92%**
 11th: **62 cadets — 95%**
 12th: **51 cadets — 100%**

Enrollment By Grade

Total Cadets SY 26-27: **542**

Total Cadets by Grade Level

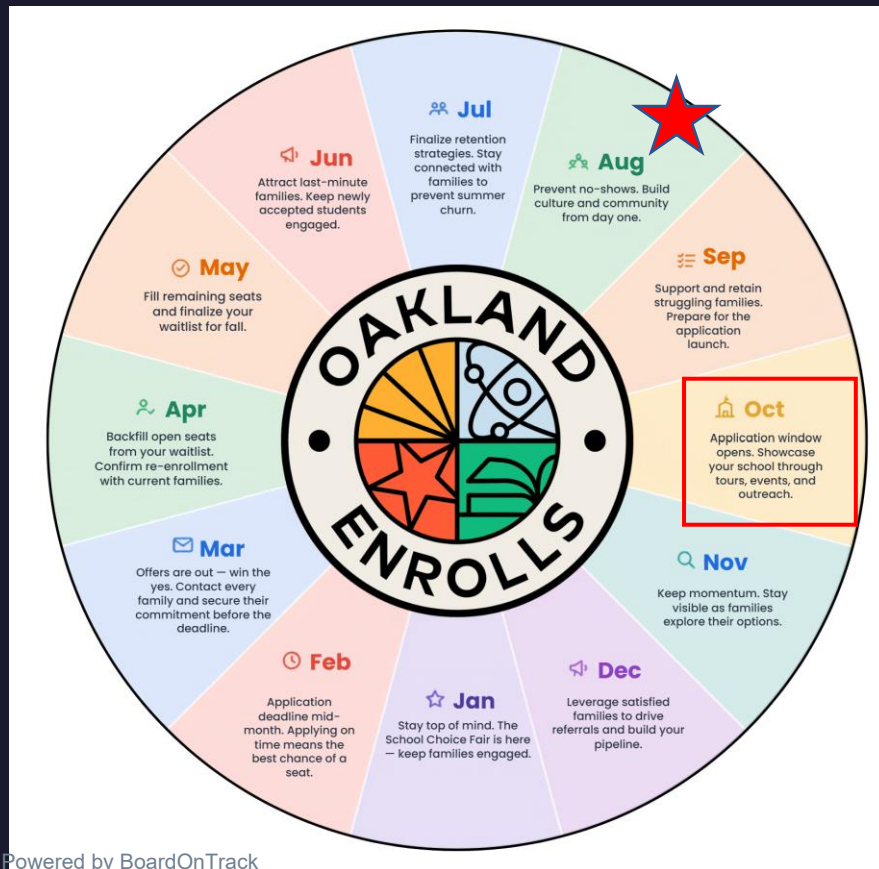
6th: **71 Cadets**
 7th: **76 cadets**
 8th: **80 cadets**
 9th: **112 cadets**
 10th: **87 cadets**
 11th: **65 cadets**
 12th: **51 cadets**

SY 2026–27 Enrollment Update – Next Steps

Board of Directors | August 2026

Recommended Next Steps:

- Continued contract with Xitlali Rodriguez
- Refresh materials for fairs and events
- Targeted social media, if any presence
- Continue with Cadet support



Coversheet

CAASPP Result Summary and 26-27 Math and Literacy Plan

Section: VI. Items
Item: F. CAASPP Result Summary and 26-27 Math and Literacy Plan
Purpose: FYI
Submitted by: Zandra Texeira
Related Material: CAASPP Overview 26-27 - Google Slides 2.pdf

BACKGROUND:

Review of 2025-2026 CAASPP data and plan OMI has implemented to challenge high achieving students and to support students who are demonstrating areas of need. Intervention classes are in place for those who need intensive support and tutoring is in place for those who need a boost in skills.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board listen to our Chief Academic Officer's presentation and provide feedback and guidance at the Board's pleasure.



Data Summary

- Overall, we made growth from last year
- Math Made huge growth
- We made decisions on how to support those who had low scores
- We are also continuing supports that led to improvements for the 25-26 school year
- Areas of needed improvement will be discussed



CAASPP Overview

2025-2026		
Grade Level	ELA Proficiency	Math Proficiency
6th Grade	17.24%	18.97%
7th Grade	40.00%	28.00%
8th Grade	30.00%	36.67%
11th Grade	80.39%	33.33%



CAASPP ELA Data

Middle School

- Cadets who scored a 4 were placed in Honors English classes for the 26-27 school year
- Cadets who scored at 1 or 2 were placed in Academic Success to improve reading skills



CAASPP Math Data

Middle School

- Cadets who scored a 4 were placed in Advanced Math classes for the 26-27 school year
- Cadets who scored a 1 were placed in Math+ to improve their math skills
- Cadets who scored a 2 are being pulled out of elective classes for individual tutoring to boost skills
- High School Academic Success classes were also established this year to support freshman who scored a 1-2 for math and ELA

Coversheet

OMI Charter Renewal Application + Performance Report

Section: VI. Items
Item: G. OMI Charter Renewal Application + Performance Report
Purpose: Vote
Submitted by: Mary Streshly
Related Material:
 2026-27 OMI Charter Renewal (Performance Report) Data Section.xlsx.pdf
 2026-27RenewalPerformanceReport-OpenResponseQuestions.pdf
 OMI Renewal 2027-32_08272026_Boardmtg.docx (1).pdf

BACKGROUND:

Every 5 years a charter school must seek a renewal of a 5 year term by submitting an application to the charter's authorizer, in this case Oakland Unified School District. Regulations and renewal criteria are guided by California statute. Procedures, templates and additional requirements are instituted by the OUSD Office of Charter Schools. This renewal narrative and associated performance report both follows the template of required elements and the OUSD Charter Office scoring rubric. The renewal report has been fully reviewed by legal.

Please note: Official submittal of our full charter school application, including narrative report, performance report and fiscal report will not be officially submitted until October. Therefore, final formatting, appendix and table of contents will not be finalized until October. You are approving now because your next regular board meeting is not until November. Additional data will be inserted for comparison schools or adjusted based on CA Dashboard release scheduled for public release on October 15th and embargoed release to school districts on approximately October 8, 2026.

Accountability Framework and Evidence Supporting Charter Renewal

These requirements arise pursuant to the amendments made to Education Code 47607 and the creation of Section 47607.2 by Assembly Bill 1505 (2019), as amended by Assembly Bill 126 (2026). At the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard. The chartering authority shall also consider the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, AB 1505 created a three-tiered system for evaluating charter school performance, with an additional category for Dashboard Alternative School Status ("DASS") schools. The three performance categories are:

- High Performing - Presumptive renewal if the charter school meets the established criteria under EC 47607 (c)(2).
- Low Performing - Presumptive non-renewal if the charter school meets the criteria for non-renewal, unless the chartering authority approves a 2-year term under EC 47607.2 (a).
- Middle Performing - Charter schools that do not fall into the high or low categories may be renewed unless closure is in the best interest of students, as evaluated using the Dashboard and EC 47607.2(b).

The state indicators include:

- English Language Arts (ELA) and Mathematics performance
- English Learner Progress Indicator (ELPI)
- CCI
- Graduation Rate
- Suspension Rate
- Chronic Absenteeism

OMI is classified as a middle-performing school, and the school's 2025-26 results indicate that OMI meets the middle-performing criteria on the 2026 Dashboard as well. In determining renewal for middle-performing schools, authorizers must give greater weight to academic performance indicators.

OMI meets or exceeds the state average in several academic indicators and has demonstrated measurable progress in areas aligned with the statutory requirements. These results, coupled with a sound instructional program, strong operational compliance and being the unique educational option for students in the Bay Area, provide a clear basis for renewal under Education Code Section 47607.2 (b).

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board approve OMI's charter school renewal application and performance report for the July 1, 2027 to June 30, 2032 charter term.

Enrollment (for Fall 2026) *(if submitting prior to Fall, please include either enrollment as of first day of school or the latest certified enrollment data)*

Student Group	Number Enrolled	Percent of Total Enrollment
Total Enrollment	542	-
Asian	76	14.02%
Black or African American	78	14.39%
Filipino	1	0.18%
Hispanic or Latino	340	62.73%
Native American or Alaskan Native	5	0.92%
Native Hawaiian or Pacific Islander	5	0.92%
White	29	5.35%
Two or More Races	8	1.48%
Race Not Reported	0	0.00%
Male	320	59.04%
Female	221	40.77%
Homeless Students	17	3.14%
Foster Youth	0	0.00%
FRPM-Eligible/Economically Disadvantaged	487	89.85%
English Learners	182	33.58%
Special Education/Students with IEPs	86	15.87%

Post-Graduation Plans (High Schools only, if available)							
<i>Data should be from 3-6 months after graduation for each year.</i>							
	Graduating Class						
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
% attending 4-year college				35.00%	54.00%	52.00%	45.00%
% attending 2-year college				30.00%	20.00%	18.00%	41.00%
% attending vocational/ technical training				8.00%	6.00%	8.00%	2.00%
% joined military				2.00%	2.00%	4.00%	12.00%
% working exclusively				25.00%	18.00%	18.00%	0.00%

*2019-2022 post-grad plans not available

Teacher Recruitment/Retention (for each year of current charter term)								
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Total # of classroom teachers on Census Day <i>(If submitting prior to Census Day, please include total as of first day of school or the latest certified enrollment data)</i>	31	29	29	29	34	35	37	41
# of vacant classroom teaching positions on Census Day <i>(If submitting prior to Census Day, please include total as of first day of school or the latest certified enrollment data)</i>	4	0	0	0	0	0	0	0
# of new classroom teacher hires after Census Day	1	2	2	1	4	1	2	0
# of classroom teachers retained from prior year	27	21	16	20	18	23	22	28
# of classroom teachers that left their position prior to the end of the school year (e.g. resigned, quit, terminated)	21	4	13	1	8	4	4	0

Teacher Ethnicity (for Fall 2026 of current charter term)	
Ethnicity	Number of Teachers
Asian	10
Black or African	4
Hispanic or Latino	7
White	19
Other Ethnicity or Missing	1
Total Classroom Teachers	41

Demand/Waitlist Information (only for incoming grade levels: TK, K, 6, 9)

Year of Current Charter Term	Date of lottery	Grade Level	# of Applicants	# of Available Spaces	# of Students on Waitlist (as of first day of school)
<i>Example</i>	<i>4/1/2019</i>	<i>TK</i>	<i>75</i>	<i>40</i>	<i>25</i>
		<i>K</i>	<i>180</i>	<i>100</i>	<i>30</i>
		<i>6</i>	<i>115</i>	<i>100</i>	<i>5</i>
		<i>9</i>	<i>90</i>	<i>100</i>	<i>0</i>
2019-20	3/14/2019	TK	0	0	0
		K	0	0	0
		6	159	100	0
		9	127	60	0
2020-21	3/12/2020	TK	0	0	0
		K	0	0	0
		6	131	90	6
		9	107	55	7
2021-22	3/11/2021	TK	0	0	0
		K	0	0	0
		6	63	90	32
		9	51	55	36
2022-23	3/10/2022	TK	0	0	0
		K	0	0	0
		6	78	90	12
		9	43	55	51
2023-24	3/9/2023	TK	0	0	0
		K	0	0	0
		6	77	90	27
		9	54	60	19
2024-25	3/7/2024	TK	0	0	0
		K	0	0	0
		6	111	90	24
		9	86	60	33
2025-26	3/4/2025	TK	0	0	0
		K	0	0	0
		6	112	90	8
		9	77	60	9
2026-27	3/2/2026	TK	0	0	0
		K	0	0	0
		6	156	90	31
		9	164	55	54

Special Education

Instructions: Please fill in the following table based on service minutes as of the last day of school.

	2024-25	2025-26
# of students with IEPs receiving < 450 service minutes weekly	57	86
# of students with IEPs receiving > 450 service minutes weekly	0	0
# of students with IEPs in NPS placement	1	0
Total SWD enrolled	58	86

Special Education Enrollment Count by Primary Disability

Instructions: For the table below, please align data with the EOY SELPA 16.12 Report - Students with Disabilities - Education Plan by Primary Disability (EOY 4). If you are submitting prior to the EOY CALPADS Certification deadline for this year, you can include data from the 16.12 Revised Uncertified report as of the last day of school. If you need assistance, please contact the Office of Charter Schools. Please note, OCS may request additional information regarding this data.

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Total Unduplicated Count	96	99	97	83	104	75	96
Intellectual Disability (ID) 210	0	0	0	1	1	2	1
Hard of Hearing (HH) 220	0	0	0	0	0	1	1
Deafness (DEAF)/Hearing impairment (HI) 230	0	0	0	1	1	1	1
Speech or language impairment (SLI) 240	3	3	2	3	2	4	6
Visual impairment (VI) 250	0	0	0	0	0	1	1
Emotional Disturbance (ED) 260	10	8	7	2	4	2	4
Orthopedic impairment (OI) 270	0	0	0	0	0	0	0
Other health impairment (OHI) 280	27	29	27	23	30	17	23
Established medical disability (EMD) 281	0	0	0	0	0	0	0
Specific learning disability (SLD) 290	55	56	53	50	66	49	56
Deaf-Blindness (DB) 300	0	0	0	0	0	0	0
Multiple disabilities (MD) 310	0	0	0	0	0	0	0
Autism (AUT) 320	1	1	1	1	1	0	4
Traumatic brain injury (TBI) 330	0	1	1	1	1	0	0

CALPADS Report 16.12: Report 16.12 was introduced beginning in the 2023–24 school year and replaced the previous Report 16.1. For historical years (2019–20 through 2022–23), OMI is providing Report 16.1, the applicable predecessor report for those years. Reports 16.12 are provided for 2023–24 onward.

Reclassification (for each year of current charter term)							
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Total # of English Language Learners actively enrolled from the first Wednesday of October (Census Day) and the last day of school	172	196	183	184	203	167	168
Total # of students that reclassified	0	0	7	16	40	27	25



OFFICE OF CHARTER SCHOOLS

2026-27 Charter Renewal Performance Report

Open Response Questions

BACKGROUND

According to Board Policy 0420.4 - Philosophy, Goals and Objective; Charter Schools:

...Any charter granted by the Board shall contain adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but not be limited to, fiscal accountability systems, public governance systems, and multiple measures for evaluating the educational program... Filings that request charter renewal must include, but not be limited to, a reporting of: fiscal accountability systems, public governance systems, multiple measures for evaluating the educational program, and student performance data.

Therefore, in keeping with this policy, the Office of Charter Schools (OCS) asks that charter schools requesting renewal prepare and submit a performance report that includes reporting of key data points and information that may not be available through other sources. The primary goals of this report are:

1. Highlight unique areas of success from the charter school's perspective beyond traditional academic measures
2. Provide guidance for OCS for further inquiry during the renewal site visit
3. Collect additional information related to OCS priority areas that may not be available elsewhere in the petition

INSTRUCTIONS

The Performance Report includes two components: the open-response questions and the data request. *This document includes the open-response questions only.* For the open-response questions, please provide comprehensive, yet concise, responses to the questions on the following pages. If there are sections where you feel you are not in a position to respond, please elicit responses from more appropriate parties (e.g. governing board president).

Both components of the Performance Report: the open-response questions and the data request, must be submitted to OCS staff via Epicenter **either at the time of renewal submission or two weeks prior to the renewal site visit, whichever is earlier.** The open-response component should be submitted as a pdf file while the data request component should be submitted as an Excel file.

Note on Verified Data: For the 2026-27 Renewal Cycle, schools submitting Verified Data will need to submit specific data reports depending on the Verified Data source. Schools will include a narrative to this data as part of the open questions component of the Performance Report (See Question 12 below). The specific data reports should be submitted separately via Epicenter. **Please note: The Verified Data provisions of Education Code 47607.2 sunset on June 30, 2025 for low tier schools and January 1, 2026 for all charters.**



OFFICE OF CHARTER SCHOOLS

2026-27 Charter Renewal Performance Report

Open Response Questions

1: INSTRUCTION

Describe any unique schoolwide instructional practices that have positively impacted student outcomes.

High Impact Tutoring: OMI's high-impact tutoring model made huge gains attacking persistent skills gaps in math by providing underserved students with sustained, individualized academic support that extends beyond traditional tutoring. Tutors serve as case managers, maintaining consistent relationships with cadets, teachers, and families while delivering targeted small-group instruction, one-on-one tutoring, extended learning opportunities, and ongoing progress monitoring. This comprehensive approach enables early identification of learning gaps, timely intervention, and personalized support that keeps students on track. By reaching 85-90% of middle school cadets and 35-40% of high school cadets, the program strengthens mathematics achievement, builds confidence, increases academic persistence, and ensures students receive the support needed to succeed in rigorous coursework.

Whole School Common Writing Method: Our structured approach is especially effective for middle and high school students because the consistent vocabulary, color-coding, graphic organizers, and incremental writing process reduce cognitive load, enabling students to concentrate on analysis and critical thinking rather than the mechanics of organizing their ideas. This explicit instruction is particularly beneficial for students with learning differences and English learners, providing predictable routines, visual scaffolds, academic language supports, and repeated opportunities to practice integrating textual evidence with thoughtful commentary. As these supports become internalized, students gradually move beyond the framework, developing the confidence and independence to read critically, write analytically, and transfer these skills across disciplines.

7-year Military Science Leadership Program "Age Quod Agis": Oakland Military Institute's 7-year military science program, built on the California Cadet Corps leadership curriculum, strengthens academic performance and prepares cadets for college success. The program's emphasis on discipline and structure transfers directly to academics. Cadets learn to follow procedures, meet deadlines, and maintain organized records—habits that extend to homework completion and problem-solving. The leadership curriculum teaches goal-setting, task management, and reflection and "age quod agis" - focus on the task at hand—skills that mirror analytical thinking across subjects and the mindfulness and focus to be able to tackle distractions and accomplish these tasks. Collaborative training exercises develop communication, teamwork, and problem-solving abilities essential for group projects and classroom discussions. By combining military structure with academic expectations, Oakland Military Institute equips cadets with the organizational habits, collaborative skills, and resilience necessary to excel in high school and succeed in college.

Outdoor Education: Oakland Military Institute's outdoor education program expands opportunities for urban youth to experience nature while building resilience, confidence, and leadership. Through camping, bivouac, survival training, and team expeditions, students develop communication, empathy, and collaborative problem-solving skills while gaining a deeper appreciation for the natural world and their responsibility to protect it. These experiences provide a healthy escape from urban stressors, fostering self-confidence and perseverance through authentic challenges. Success in the outdoors strengthens students' sense of identity, agency, and purpose, empowering them to return to the classroom and their communities as confident leaders prepared to overcome obstacles and pursue lifelong academic and personal success.

Uniform Requirements: While it is not a direct instructional practice, it dramatically impacts the instructional environment. Requiring all cadets in grades 6–12 to wear the California Cadet Corps' Class A, Class B, Class C, and Grizzly Dress uniforms advances educational equity by ensuring every student has access to the same essential clothing, school supplies, laptops, and daily resources regardless of financial circumstances. By eliminating visible socioeconomic differences and reducing pressure to purchase fashionable clothing, uniforms foster a more inclusive environment where students are valued for their character, effort,



OFFICE OF CHARTER SCHOOLS

and achievement. Consistent standards promote discipline, belonging, and respect while reducing distractions and bullying, giving every cadet an equal opportunity to succeed academically, develop leadership skills, and prepare for college, careers, and service.

2: AREAS OF SUCCESS

Describe any unique areas of success beyond traditional academic measures.

Student Leadership and Leadership Development Program creating more than 360 unique leadership opportunities for cadets annually scaffolds the confidence building foundation needed for the path toward self-actualization - they learn to trust themselves and their skills.

At OMI, leadership is not competitive. It is developmental and universal. Through the California Cadet Corps ("CACC") framework, OMI has constructed a leadership architecture that contains a minimum of 198 formal positions — not elective, not honorary, not ceremonial. These are operational roles with real responsibilities: managing formations, overseeing logistics, coordinating personnel, planning events, and reporting up a chain of command. When class leader positions are added — one for each of the five instructional periods taught by each of our 33 teachers — the total number of distinct leadership opportunities in a single academic year exceeds 363. OMI's enrollment in 2025–26 was approximately 500 students. OMI has no shortage of leadership opportunities. In fact, OMI has a leadership expectation, and it builds the structure to fulfill it.

OMI Cadets Earned More Than 3,000 Transferable College Credits in 2025-2026 School Year

Through the creation of the Governor's Baccalaureate Diploma and College Advantage programs in 2023, OMI has significantly expanded dual enrollment opportunities that align with UC/CSU CALGETC requirements starting in the 9th grade year. OMI cadets are on track to earn more than 3,000 college credits in 2025–26, more than doubling the number of credits earned prior to the program's implementation. Moreover, the success with all cadets populations is demonstrated in the following data:

- Course pass rates average 96%, demonstrating rigorous preparation rather than access alone.
- The program is notably equitable: 91% of dual enrollment students come from low-income families, 58% are first-generation college students, both proportionate to or exceeding their share of the school population. In addition, OMI achieved parity with African American students participating in Dual Enrollment as compared to their percentage of the OMI student population.
- In 2024-2025, In the two years since the inception of our accelerated Dual Enrollment diploma program, 33% of graduates in 2025 and 44% of graduates in 2026 earned a college credit enriched diploma placing them on an elevated path towards UC/CSU transferability and college degree attainment. Furthermore, in 2025-2026, OMI increased to 33% recipients of the College Advantage Diploma (one full semester credit) and 10% recipients of the Governor's Baccalaureate Diploma (one full year of credit satisfying college freshman year).

Through our grant programs and partnerships, all cadets were provided the opportunity for encampment experiences, outdoor education and college visitations.

Right off, new cadet candidates are exposed to college life at summer entrance camp hosted at Cal Poly Maritime. They stay a week in dormitories, eat at the university cafeteria, sit in college classrooms, and play on NCAA-grade athletic fields and facilities. During the school year, each grade level (company) plans college visits, interdisciplinary activities, BIVOUAC, wilderness camping and nature walk and farm experiences. Our outdoor education experiences connect to a cadet's path toward self-realization by removing daily distractions and placing them in challenging, natural environments that encourage deep personal reflection, interdependence, and growth

70% of Cadets Annually are Provided Opportunities for Leadership, Survival and CTE Certifications.

Through the California Cadet Corps, cadets are afforded the opportunity to attend summer encampment at Camp San Luis Obispo and earn various certifications throughout the year in the areas of leadership, survival, field medic, stop the bleed, CPR,



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wilderness, emergency management, CERT qualification, advanced drill, and drone operation. While 100% of our cadets have exposure to these experiences at some point in their OMI 7-year journey, through grant partnerships, we have steadily increased these opportunities to align with our CTE pathways, moving us toward our goal of 100% of cadets annually.

Our strong college and career center has helped earn an impressive \$600,000 in scholarships for the graduating class of 2026 and a high university acceptance rate.

- 76% of the graduating class received the Oakland Promise Scholarship
- Of the 53 graduating students, 26 are attending 4-year universities, 18 are attending 2-year colleges, 5 are enlisting in the active duty military, and 1 is attending trade school
- 90% of the Class was admitted to a California State University
- Approximately half the class is graduating with at least 1 semester of UC/CSU transferable credits. 5 earned the Governor's Baccalaureate Diploma, signifying 1 year of college completed

3: DIVERSITY OF STUDENT ENROLLMENT

What are the strategies and processes that you have put in place to ensure your school enrolls a diverse student population (e.g. racial/ethnic balance, representation of English Learners (including newcomers), students with disabilities, or of homeless status)?

<write OMI's response>

OMI uses targeted outreach and accessible enrollment practices to ensure families across Oakland are aware of and able to access the school. Because we strive to represent Oakland and our Longfellow and North Oakland neighborhood, recruitment efforts include outreach to nearby Oakland schools, Oakland festivals, and community events to introduce students and families to OMI's academic, leadership, and student support opportunities. We also engage with our current families, who largely represent Oakland's rich diversity, to help us reach neighbors, friends, and family.

OMI reduces barriers to enrollment by providing clear application information, direct, translated communication with families, and hosting multiple opportunities to connect with school staff and receive in-person support throughout the process. Bilingual staff members (both civilian and military) support families who may need language assistance, and the Wellness Center, English Learner, and Special Education personnel are available to answer questions and provide information about available supports and services, including resources for students with different learning needs.

OMI is intentional about hiring qualified staff (both civilian and military) who reflect our cadet population. This has resulted in multiple staff members on site who represent Spanish, Vietnamese, Chinese, Cantonese, Arabic, Farsi, French, and Tagalog-speaking communities. Moreover, our staff demographics include multiple individuals who reside and grew up in Oakland and the East Bay 880 corridor.

We have increased our staff in key demographics - Asian/middle/near eastern (30%), African American (12%), and Latinx (37%)

Where have you seen success and how do you plan to modify these practices for student groups who are underrepresented at your school? (While we encourage you to reflect on recruitment practices in this section, we also recommend reflecting on practices at your school site which may impact the school's enrollment of student groups (i.e. family affinity groups, staffing, etc.)

As our Latinx cadet population is double the staff and Oakland census count and our African American (AA) cadet and staff population is approx 8% under the Oakland census count for AA population, continuing to intentionally search for highly qualified African American and Latinx staff to teach, coach, and lead cadet and parent activities. In marketing and recruitment of students, we've shifted to focusing more on the cadet educational experience.

Through our empathy interview initiative, we learned that enrollment and retention are nearly 100% the result of cadet experience and "word of mouth" to family, friends, and neighbors regarding these experiences. Therefore, we are actively working to improve and maintain the areas most important to families. These include perceived safety, structure, and strong discipline. Our families primarily choose OMI because they want their children in a more structured, focused, disciplined environment that limits



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bullying, harm and learning disruptions. Parents also want more math and literacy tutors, personalized instruction, mental health support, after-school programs, athletics and, of course, great teachers. Moreover, to continue to support and maintain enrollment of our largest student groups, OMI will increase our student celebrations at Grizzly Nights, ELAC and Parent Cadet Alliance and add other cultural celebrations to highlight our student population.

4: STUDENT ENGAGEMENT

Are there opportunities for all students to be involved in decision-making and the governance of the school?

OMI provides multiple opportunities for students to participate in leadership, provide feedback, and contribute to the school community. Through student leadership roles, including the cadet leadership structure, students develop responsibility, communication skills, and opportunities to represent their peers. Student leaders collaborate with school staff and provide input on school culture, student activities, and initiatives that impact the student experience. Specifically, cadets participate in school governance via the following roles and responsibilities:

- The cadet commander attends all board meetings, present cadet activities/feedback and comments on agenda items
- The cadet executive team meets monthly with the superintendent & commandant to share initiatives and plan events
- Cadet Headquarters hosts a monthly CUB with school leadership where each S-shop leader presents their progress on their leadership responsibilities and makes recommendations to leadership.
- The cadet liaison to the superintendent office and cadet public affairs officer meet bi-monthly with the superintendent to coordinate communications to staff and families and discuss cadet interests and proposals.
- Cadet representatives attend ASG (grade level team) meetings to provide input on PBIS and interdisciplinary project planning.

What is an example of a change you have made to the school based on student feedback?

Based on student input, the daily uniform requirement will be adjusted for the 2026-2027 school year, a "Student Council" created for the 2026-2027 school year so that students can voice their concerns and/or recommendations for their peers and peer tutoring program (led 100% by cadets) will be updated and supported per recommendations from OMI Cares cadet program. Additionally, OMI annually seeks input on cadet course/elective interests, athletics/club offerings and cadet recognition and reward opportunities. Based on input last year, we added more popular food items to the cafeteria menu, wrestling, badminton and flag football and we added "grizzly bucks" as rewards for positive behavior, attendance etc... that can be spent on company fundraisers, book fairs, festivals and lost/damaged school materials.

5: FAMILY ENGAGEMENT

How do families voice concerns?

OMI provides multiple opportunities for families to voice questions, concerns, and feedback through both direct communication and structured engagement opportunities. Families can communicate directly with teachers and school leadership through phone calls, email, and in-person meetings to address individual student needs or school-related concerns. Surveys and school parent meeting opportunities are sent via Parent Square. Families are also directly introduced to their child's counselor, grade level TAC and tutor as direct conduits to resolve concerns as well. Grade level teams track cadet progress and make contact with parents and host CST's (cadet study teams) and each Company produces a newsletter that solicits feedback from parents as well.

OMI also hosts Coffee with Leadership, Parent Cadet Alliance, English Learner Advisory Council, Grizzly Family Nights monthly which provides families with a regular opportunity to engage directly with school leaders, ask questions, share feedback, and discuss topics that impact the student experience. Additional family meetings are accommodated upon request and feedback opportunities allow families to provide input on school culture, student supports, and areas for improvement. Lastly, OMI publicly posts the Uniform Complaint Procedures in the front office and on our website.



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What opportunities exist for all families to be involved in decision-making and the governance of the school?
OMI has a Parent Cadet Alliance (PCA), which functions like a School Site Council and PTA. It also has an English Learner Advisory Council. Each group provides input monthly and also provides annual input on the updating of the Local Accountability Plan. Grizzly Family Nights have been designed, through our community engagement initiative, to get more families to be involved in OMI. It's a monthly celebratory banquet with a recognition ceremony, a parent education and input element, and relationship building opportunity between parents, leadership, military and teachers.
What is an example of a change you have made to the school based on family feedback?
Family feedback resembles the cadet feedback listed above. Middle school parents wanted more sports (in addition to after school programs) and both math and English tutors, so we added both.
Other family feedback was that it was hard to make multiple meetings per month, so we merged PCA, ELAC, College/Career and awards ceremonies into one big multi-pronged Grizzly Family Night monthly, then we added zoom so parents could attend virtually.
Another example of family feedback was regarding the desire for more stringent disciplinary practices to keep their children safe and focused. In this effort, we banned all electronic devices on campus during school hours (well before legislation passed), added additional campus security to "prevent poor decisions" and created a Cadet Service Center to streamline our MTSS systems and communications between Wellness, Companies, ASGs and parents.

6: TEACHER ENGAGEMENT

What opportunities exist for teachers to be involved in decision-making and the governance of the school?
Distributive and shared leadership opportunities are built into the bell schedule and teacher work day. ASGs - Teachers lead their grades level team work, which includes cadet led conferences, PBIS program design, interdisciplinary projects and field work and learning design. ILT - The instructional leadership team, composed of department heads who represent their departments, meet with leadership to design and provide input on the bell schedule, academic calendar, the assessment/benchmark calendar, student activities, extra curricular activities, professional development, new teacher orientation, budget to name a few. Teacher leadership positions - Several teacher embedded positions have been created to ensure leadership resides in the teacher ranks, such as Dual Enrollment coordinator, Assessment Coordinator, Literacy Coordinator, Department Chair, ASG Lead, Athletics Director, Activities Director, Math tutor lead. Teacher embedded committees - Teachers are invited to participate on all committees, including the budget committee, the safety committee, the WASC committee, the renewal committee and other ad hoc committees that are formed annually.
What is an example of a change you have made to the school based on teacher feedback?
Our bell schedule and academic calendar are revised annually based on teacher feedback. Specific changes include adding advisory periods in middle school, reversing periods on block day and adding nutrition break to high school, embedding more prep, collaboration and office hours into the bell schedule and moving formation before or after lunch (teacher feedback changes), adding middle school formation in the mornings daily and adding SSR time. Middle school teachers took the lead on designing cadet led conferences.

7: PERFORMANCE OF KEY STUDENT GROUPS

How is your education program addressing the needs of the below student groups? What is working well? What most needs improvement?
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English Learners (Including Long-Term English Learners and Newcomers)

OMI uses a responsive, research based program to address students' needs. For those who score a 1 or 2 on the ELPAC, they receive more intensive reading and writing instruction in their Designated English Language Development (ELD) class as well as scaffolds in their other grade level courses. For those who score a 3 on the ELPAC or below grade level on their Oral Fluency Test, their Designated ELD class is still supported, but an Academic Success class is added to meet the needs of cadets who are still reading below grade level and also need executive functioning skills. Building reading skills and writing skills through the Jane Scaffer Writing Program (JSWP) have been very successful in increasing our reclassification rates.

OMI has made great strides in improving its English Learner academic performance, but our Long Term English Learners (LTELs) have fallen back. Moving forward, we are committing to more fully implementing EL Achieve curriculum and instructional approaches for EL and LTELs. Moreover, we have identified high school LTELs as needing support in content area classes, so we are committing to hiring Literacy Tutors in addition to math tutors. OMI will also work to improve our students' Listening and Speaking skills by incorporating more interactive activities in their weekly lessons as well as increasing parent involvement to ensure a sense of belonging and inclusion in the school community.

Students with disabilities (Including students with moderate-severe disabilities)

OMI has hired and trained staff that takes a student centered approach. Study Skills classes are designed with skills based lessons to address students' IEP goals. Education Specialists also push into General Education classes where students have the greatest area of need, based on their IEP goals and disability. Intensive Reading instruction is also provided for those who are reading several grades below grade level and their progress is monitored regularly. Students with IEPs have access to Math tutors before and after school as well during the school day for intensive 1:1 and small group instruction, based on their need. Students with IEPs are fully included throughout the school day and in all OMI events and activities. Targeted reading support has worked well as well as specific skills-based instruction and executive functioning support to address student needs.

OMI will work to increase communication prior to IEP meetings to ensure parents feel their case manager is a liaison between them and the school. This will also help to gather information from parents prior to an IEP meeting and build stronger partnerships with parents.

Lastly, to avoid the overly exclusionary effects of Special Day Class formatting, OMI has implemented small group intensive tutoring formats, coupled with reduced class sizes to provide specialized support both in the general education environment and also the elective and pullout modalities.

Students in need of remediation

OMI follows a multi-tiered system of supports to address remediation both academically and socio-emotionally. Tier 1 supports are offered in the classrooms with writing scaffolding, close reading strategies, vertical teaching, integrated ELD, IEP accommodations, classroom aides and paraprofessionals, and in academic support classes with placement based on Oral Reading Fluency and IXL diagnostics and tutoring with tutor assignments based on performance bands and parent requests. Tier 1 and 2 supports are offered by the Academic Support Groups, who review cadet data and performance outcomes and plan interventions. Tier 2 and 3 supports are offered by the Wellness Center and Cadet Service Center.

Advanced students performing above grade level

OMI offered advanced math and ELA courses at all grades 6-12 and honors Spanish and Physics at the high school. At the middle school level, OMI also offers enriching elective opportunities in music, intermediate engineering/robotics, media literacy, and an advanced leadership class. At the high school, OMI's Dual Enrollment program, as described above and in the renewal narrative, is extensive. Cadets have a minimum of two semesters of dual enrollment available to them each year in addition to concurrent enrollment opportunities. In addition to dual enrollment, OMI offers and funds AP exams in all of our advanced classes, including English 11H, English 12H, Statistics, Pre-Calculus, Calculus, Physics, Spanish 3H, Chemistry, and Adv Computer Science. At the high


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school level, enriching advanced electives include broadcast journalism (KQED), Jazz Band and Adv Leadership (aka Headquarters or HQ). All high school seniors must also produce and defend a senior research thesis to a scoring panel.

Any other student groups you are paying particular attention to

A group of particular focus at OMI is females. We've historically had low numbers of female students, but have worked steadily to increase these numbers (38% females to 61% males). Currently, we are focused on increasing female numbers in our engineering/robotics, computer science, Headquarters, and advanced certifications in survival, wilderness, field medic, drill major, marksmanship, CERT (emergency management), and color guard. We've also had difficulty fielding female sports teams, which is a goal for us in the new charter term. Creating co-ed teams has been an interim measure. Teachers are actively recruiting female students and also redesigning projects to meet more female interests, and developing mentors in each program and our recruitment team, composed mostly of female staff and cadets, is redesigning tours and marketing materials to attract more female candidates.

Other at-risk groups we have increased measures of support for include cadets with severe mental health needs (ie suicidal ideation), LGBTQ+

8: GOVERNANCE

Beyond board meetings, how does the governing board interact with students, parents, and/or teachers?

The OMI Board of Directors attends events, ceremonies, and receptions annually in order to interact with staff, cadets, and parents. Individual members will also tour campus and talk with cadets in the classrooms. Our Board Chairman visits faculty meetings annually to address staff and cadet leadership classes. He also conducts individual interviews with teacher leaders and staff, both in person and by phone, when prepping the superintendent's evaluation. Our Board Chairman also reaches out to parents by phone on occasion and interviews cadets requesting recommendations for scholarships and college admissions. Our Board Vice Chairman coaches track and cross country and actively engages cadets with community service events and college tours. Our Board Secretary is the general in charge of CA Youth and Community Services, the organization that houses the CA Cadet Corps, and in this role interacts with cadet leaders, military staff, and site administration. During awards ceremonies and competitions, he will also engage with parents. The Board's contact information is on the website, and the Board will receive complaints and work with the superintendent, legal, or address them directly.

Does the governing board evaluate the school leader? If so, how?

Yes, the governing board evaluates the superintendent. The superintendent submits a report to the board chairman showing progress toward measurable goals aligned with board priorities. The board meets with the superintendent in closed session annually to discuss the report findings and provide feedback to the board. Additionally, as mentioned above, the board chairman will also seek input from teachers and staff with regard to the efficacy of the superintendent's leadership.

Provide an example of a recent issue or policy that the board is working on.

An ad hoc board committee worked together with leadership on a few initiatives recently:

- To improve math scores and support implementation of high-impact tutoring
- To evaluate insurance options and risks and ultimately decided to enter a JPA for its insurance services
- To finalize the cooperative agreement with the CA Military Department
- To support budget development and review options for back office support and financial services

9: INNOVATION

What are 2-3 innovative practices at your school that would be challenging to implement in a district school setting?



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Integrated Military Leadership Model: OMI's military leadership model is unique in that it is not simply an elective as in most school districts that have JROTC programs. Because OMI is a whole school model where all staff have to support the uniform policy, the cadet corps structures, such as formation, class leadership, the company structure, and the leadership model where cadet headquarters plans events and often determines special bell schedules that impact teachers and staff, it would be very difficult to do in a traditional school. Implementing a similar model in a traditional district setting would require significant alignment of staffing, schedules, culture, and training to create the same level of consistency across the school experience.

Gate Checks and multiple classes of uniforms: The military cadre arrives early each day to staff our middle school and high school entrance gates, which is human resource intensive. At the gates, the cadets have their uniforms checked, their Chromebooks checked for charge, and ensure cadets enter safely without any dangerous contraband. They also administer tardies, consequences, and interact with parents at this time. They also "push" at the gates after school to supervise exits for safety.

Uniforms are another whole level of difficulty, as even with schools, who endeavor to assign a strict dress code or partial uniforms (ie a polo and khakis), uniform enforcement is extremely difficult. OMI has a Class A uniform, Class B uniform, Class C uniform, and "grizzly dress." Without 20 FTE of military personnel and 100% dedicated support staff committed to this mission, which a district school would have neither, this aspect of the school grounding our culture would be all but impossible.

Entrance Camp at Cal Poly Maritime: An amazing team-building, confidence-building, and culture-building week for new cadets happens over the summer. Newly accepted candidates are shuttled off to Cal Poly Maritime for a week in the dorms, and the whole camp is planned and run by our cadet leaders. While military and civilian teachers supervise the experience, the cadet command plans, teaches, and leads the complex, highly involved camp experience. For cadets who are unable to attend the July camp, an alternate camp is run during the first 3 weeks of school, and it is also facilitated and instructed by cadet leaders with cadre supervision.

It would be difficult for a district school to fund, staff, and train students to take on such momentous adventures annually and predictably for 25 years. Staffing and funding at district schools is too unreliable and therefore not sustainable.

Summer Encampment at Camp SLO: In addition to entrance camp, cadets also attend summer encampment at Camp San Luis Obispo. Encampment at "Camp SLO" is a two-week adventure where cadets either lead hundreds of cadets from across California or participate in courses that earn them CTE certifications and badges that lead toward rank advancement, additional leadership opportunities, and career readiness. Without the CA Military Department's partnership, funding, transportation, and hosting, a district school would struggle to send more than a few students involved in a similar type of elective (like FFA or ASB) or club.

10: FACILITIES

Does the school's current lease(s) extend through the end of the requested charter term? If not, please describe your plans for a facility solution.

Yes, the school's current lease (to 2033) extends through the end of the requested charter term to 2032.

Oakland Military Institute operates its sole campus at 3877 Lusk Street, Oakland, California 94608, on property leased from the Oakland Unified School District pursuant to a Ground Lease Agreement executed July 1, 2013 (OUSD File No. 13-1110). The Ground Lease has a twenty-year primary term running through June 30, 2033.

The requested charter renewal term of July 1, 2027 through June 30, 2032 falls entirely within the primary lease term. Accordingly, there is no lease lapse, gap in site control, or facility transition of any kind during the proposed renewal term. OMI's occupancy of its current campus is secured under the existing lease for the full duration of the renewal period, with the lease remaining in effect one full year beyond the requested charter term.



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Beyond the primary term, the Ground Lease provides OMI with two successive ten-year renewal options, exercisable at OMI's sole discretion, extending potential site control through June 30, 2053. These options provide OMI and the District with long-term facilities certainty well beyond the requested charter term and demonstrate a credible, durable facilities plan for the campus.

The lease is in good standing. OMI is current on all rent obligations (\$140,000 annually under the current lease schedule) and remains responsible for utilities, maintenance, and improvements under the terms of the lease. Since taking occupancy, OMI has invested approximately \$12 million in campus improvements, reflecting the school's long-term commitment to the site and to the West Oakland community it serves.

Do you anticipate applying for District facilities through Prop 39 during the upcoming charter term?

OMI does not anticipate applying for District facilities through Prop 39 during the upcoming charter term.

11: PROPOSED MATERIAL REVISIONS / SUBSTANTIAL CHANGES

Note: Material revision requests typically will need to be submitted separately from the renewal petition. Prior to submitting the renewal petition, petitioners should consult with OCS staff regarding any substantial proposed changes to the petition to determine whether these changes constitute a material revision necessitating a separate submission. Please respond to the following:

If applicable: Describe any material revisions and/or substantial changes you are proposing for this renewal period, particularly in any of the following areas:

- Substantial changes to the educational program
- Changes in grade levels to be served
- Changes to lottery preferences or admission procedures
- Changes to the governance structure
- Adding or changing school location (with the exception of moving into a District-owned facility)
- Entering into or revising a contract with a Charter Management Organization

The Office of Charter Schools (OCS) staff may reach out to request additional information related to any proposed material revisions/substantial changes. Please see the OCS Material Revision Handbook for more detailed information.

N/A

12: VERIFIED DATA

For data that the school considers to be meeting the Ed Code definition of "verified data", please include a summary of the results from your school's verified data.

Verified Data: Renaissance STAR Student Growth Percentile (Grades 6-8)

Renaissance STAR is on the State Board of Education's approved list of verified data sources under Education Code Section 47607.2. Renaissance identifies the Student Growth Percentile (SGP) as the growth measure: students whose SGPs fall between 35 and 65 have demonstrated one year's growth in one year's time, and students above 65 exceeded a year's growth. OMI met the growth target (50 percent or more of students making at least one year's growth) schoolwide, at every grade level, and for a majority of student groups in both Math and Reading in each of the past two years.



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Renaissance STAR Math: Students Meeting One Year's Growth (SGP)	Fall '24 - Spring '25	Fall '25 - Spring '26
All Students Tested	64%	73%
Grade 6	52%	60%
Grade 7	64%	88%
Grade 8	74%	70%
English Learners	63%	60%
Socioeconomically Disadvantaged	63%	73%
Students with Disabilities	50%	61%
African American	46%	69%
Hispanic/Latino	65%	56%
 Renaissance STAR Reading: Students Meeting One Year's Growth (SGP)	 Fall '24 - Spring '25	 Fall '25 - Spring '26
All Students Tested	62%	73%
Grade 6	56%	67%
Grade 7	64%	73%
Grade 8	66%	77%
English Learners	48%	76%
Socioeconomically Disadvantaged	60%	74%
Students with Disabilities	75%	78%
African American	79%	67%
Hispanic/Latino	72%	74%

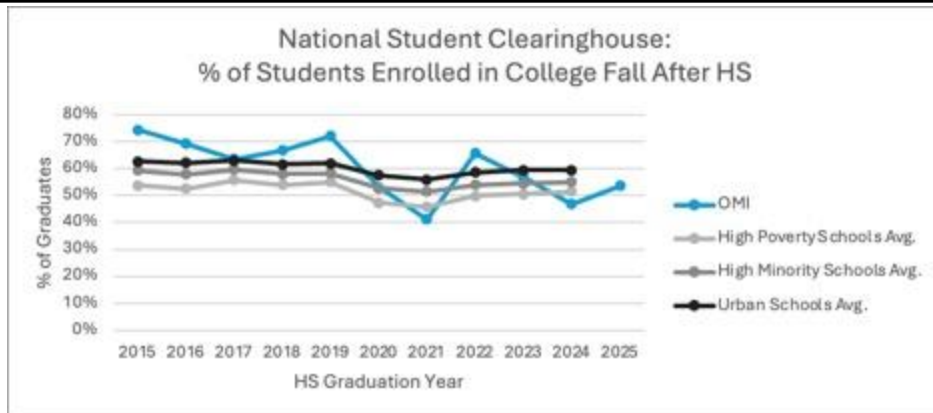
The State Board's verified-data criteria require that a data source include the results of at least 95 percent of eligible students. OMI's STAR Reading participation met that criterion in both years (96 percent in 2024-25 and 95 percent in 2025-26); Math participation met it in 2025-26 (97 percent, up from 87 percent in 2024-25). Participation counts are drawn from CALPADS end-of-year enrollment.

Postsecondary Outcomes (National Student Clearinghouse)

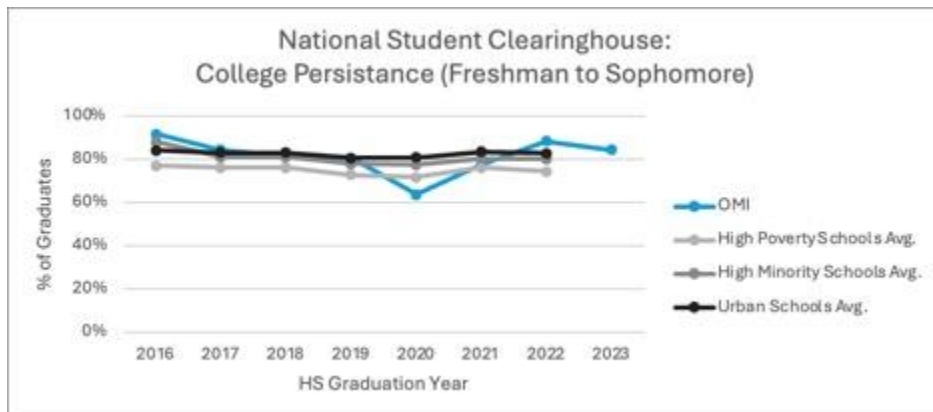
National Student Clearinghouse data compare OMI graduates with peers at high-poverty (75 percent or more free or reduced-price lunch), high-minority (40 percent or more Black or Hispanic students), and urban schools nationally. OMI's college enrollment rate in the first fall after high school exceeded the similar-peer average before the pandemic, was above most similar peers in 2022 and 2023, and grew from 2024 to 2025. Freshman-to-sophomore persistence tracks the top-performing peer group (the urban schools average), with the class of 2022 posting the highest persistence of the past seven years, and the six-year college completion rate has improved in each of the past two years. Because OMI graduates 60 to 100 students per year, its rates fluctuate more than the peer averages, which draw on far larger populations.



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National Student Clearinghouse data for college persistence shows Oakland Military Institute performing similarly to its like comparisons. Excluding a small dip in 2020, OMI's college persistence from freshman to sophomore year is most closely aligned with the top performing of its peer groups: Urban Schools Avg. The college persistence of OMI has shown growth over the past three years, with the class of 2022 having the highest freshman-to-sophomore persistence of any of the past seven years.



The last chart shows the 6-year completion rate compared to similar peers. OMI's college graduation has historically been in the range of its peer groups in three of the past four years with comparison data. The 6-year graduation rate has shown continuous improvement over the past two years, with the class of 2019 having the highest college graduation rate in recent years.



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Charter Renewal Petition
For the Term July 1, 2027 through June 30, 2032

Submitted to
Oakland Unified School District
Board of Education

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H. Dismissal for Failure to Maintain Military Department Standards of Conduct	1
I. Interim Placement, Rehabilitation Plans, and Readmission	1
J. Involuntary Removal	1
K. Disciplinary Records and Notifications	1
L. No Corporal Punishment	1
M. Policy Distribution and Annual Review	1
Element 10 (Employee Retirement Systems)	1
A. Retirement System Coverage	1
B. Contributions, Reporting, and Oversight	1
C. State Active Duty Cadre	1
Element 11 (Pupil Attendance Alternatives)	1
Element 12 (Employee Rights of Return)	1
Element 13 (Dispute Resolution)	1
A. Complaints Against OMI: Uniform Complaint Procedures	1
B. Title IX and Section 504 Coordinators and Grievance Procedures	1
C. Disputes Between OMI and the District	1
D. Internal Disputes	1
Element 14 (Closure Procedures)	1
ADDITIONAL PROVISIONS	1

Affirmations, Declarations, and Assurances

Affirmation of Conditions Described in Education Code Section 47605(e)

Oakland Military Institute College Preparatory Academy (also referred to herein as “Charter School”):

1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (“Ed. Code”) § 47605(e)(1))
2. Shall not charge tuition (including fees or other mandatory payments for attendance at Charter School or for participation in programs that are required for students except as authorized by those Education Code provisions that explicitly apply to charter schools). (Ed. Code § 47605(e)(1))
3. Shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status. (Ed. Code § 47605(e)(1))
4. Except for legally permissible admission preferences [as provided in Education Code section 47605(e)(2)], admission to Charter School shall not be determined according to the place of residence of the pupil, or of the pupil’s parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school. (Ed. Code § 47605(e)(1))
5. Shall admit all pupils who wish to attend Charter School. However, if the number of pupils who wish to attend Charter School exceeds its capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the Oakland Unified School District (“OUSD” or “District”) except as provided for in Education Code section 47614.5. Priority order for any preference shall be determined in the charter petition in accordance with all of the following: (Ed. Code § 47605(e)(2)(A)-(B))
 - a. Each type of preference shall be approved by OUSD at a public hearing. (Ed. Code § 47605(e)(2)(B)(i))
 - b. Preferences shall be consistent with federal law, the California Constitution, and Education Code section 200. (Ed. Code § 47605(e)(2)(B)(ii))
 - c. Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. (Ed. Code § 47605(e)(2)(B)(iii))
 - d. Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))

6. If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. (Ed. Code § 47605(e)(3))
7. Shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(A))
8. Shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to Charter School before enrollment. (Ed. Code § 47605(e)(4)(B))
9. Shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(C))
10. Shall post the California Department of Education's Charter School Complaint Notice on Charter School's website and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years old, a copy of this notice at all of the following times: When a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Ed. Code § 47605(e)(4)(D))

Declaration Required by Education Code Sections 47611.5(b) and 47605(c)(6)

Oakland Military Institute College Preparatory Academy is and shall be deemed the exclusive public employer of the employees of Charter School for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, and shall meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment (Ed. Code § 47611.5)

Other Assurances

Charter School:

1. Shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools. (Ed. Code § 47605(d)(1))
2. Shall operate in compliance with generally accepted government accounting principles. (Ed. Code § 47605(c)(5)(I))
3. Shall at all times maintain all necessary and appropriate insurance coverage.
4. Shall be subject to conflict of interest and other laws pertaining to public officials, including Government Code section 1090 et seq. and the Political Reform Act (Ed. Code § 47604.1(b)(3) and (4))

5. Shall require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. (Ed. Code § 47605(l))
6. Shall not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check (Ed. Code §§ 44830.1, 45122.1, and 45125.1)
7. Shall not discriminate against any employee or candidate for employment on the basis of the fact or perception of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected classification, in accordance with applicable law, and shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. (Government Code § 12940; Title 5 CCR §11967.5.1(f)(5))
8. Shall adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990, and serve students with disabilities in the same manner as such students are served in other public schools. (Ed. Code §§ 47646, 56145)
9. Shall adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974.
10. Shall follow the provisions of the McKinney–Vento Homeless Assistance Act of 1987 (42 U.S.C. ch. 119 § 11431 et seq.) and Education Code sections 48850–48859 to ensure that homeless students and foster youth have access to the same free, appropriate public education, including public preschools, as provided to other children and youths.
11. Shall provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Ed. Code § 222)
12. Shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. Code §§ 48907 and 48950)
13. Shall comply with all other applicable federal, state and local laws and regulations that pertain to the applicant or operation of the charter school, including, but not limited to, the following:
 - a. The California Code of Regulations
 - b. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
 - c. Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 et seq.)
 - d. Displaying all required postings at school site and online

- e. Following the minimum and maximum age requirements for enrollment
- f. Providing the minimum number of instructional minutes

NOTE: Throughout this Charter there is specific “District Required Language” (DRL), including but not limited to the above Affirmations, Declarations, and Assurances section. All DRL should be highlighted in gray. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL, the provisions of the DRL shall control.

OAKLAND MILITARY INSTITUTE COLLEGE PREPARATORY ACADEMY

“25 Years of Cadets Leading Cadets”

EXECUTIVE SUMMARY AND EVIDENCE SUPPORTING CHARTER RENEWAL

We respectfully present this petition for charter renewal for Oakland Military Institute College Preparatory Academy for the 2027-2032 term. Oakland Military Institute (“OMI”) is a public charter school unlike any in the Bay Area—even within a charter community where innovation is the norm. Serving students in grades 6 through 12, OMI stands apart as a distinctive option for families across the Bay Area, primarily from Oakland and secondarily from the 880 East Bay corridor. For 25 years, OMI has provided an educational option for Oakland families who believe their children need strong support, structure and safety, as well as academic rigor. These families also feel their children will benefit from learning in a context of peer mentorship, teamwork, service and the survival skills mastered in the great outdoors.

Who We Serve

The communities OMI serves are a testament to its mission and vision since its inception — to prepare Oakland students to qualify for, and succeed in, leading colleges and universities. Close to 75% of our cadets call Oakland home, drawn from neighborhoods across the city and closest to the 880 industrial corridor. Our deepest roots run through East Oakland — Fruitvale, San Antonio, Deep East Oakland, Eastmont, and Elmhurst together represent more than 60% of our Oakland enrollment. West Oakland contributes another 8%, and our own Longfellow and Temescal neighborhoods — right in OMI's backyard — send more than 14% of our Oakland cadets through our doors. Of the approximately 500 students served in 2025-2026, 91% were low income, 33% English Learners, 16% students received special education services; the vast majority identify as Latino/Hispanic, Black/African American or Asian. OMI serves a higher unduplicated count population (Low income, English Learner, Foster Youth, and Homeless) than OUSD and most of the Oakland charters. OMI students are known as cadets, reflecting the school's California Cadet Corps leadership framework; the two terms are used interchangeably throughout this petition.

Overview of Oakland Military Institute College Preparatory Academy

While OMI draws on military tradition, it bears no resemblance to a bootcamp or military type "reform" school. It is a unique place of physical and intellectual development, preparing young men and women for top colleges and universities. Our founder, Board Chairman and former four-term California Governor Jerry Brown, founded the school as a partnership with the California National Guard, whose Youth and Community Services division and California Cadet Corps are integral to its success. The idea was to provide clear structure, discipline and a genuine sense of camaraderie. The extra personnel that the California Military Department

affords ensures that students get the personal attention they need, especially in the carefully designed programs of leadership development, outdoor education, emergency management and safety training. By stressing the importance of personal integrity, resilience and serving the greater community—alongside rigorous academics, peer belonging and leadership—the school promotes self-actualization and encourages the students to become everything they are capable of becoming, whatever future they choose.

Why OMI today?

The case for OMI has never been stronger than it is right now. Oakland's students are still carrying the academic and social-emotional aftereffects of the pandemic: interrupted learning, elevated anxiety and stubborn rates of chronic absence. They are coming of age in an era of social media and artificial intelligence that makes attention, discernment, and identity harder to build than ever. Families are asking for exactly what OMI is designed to provide: a school where structure creates calm, where every student is known and held accountable by adults and peers who care, where character and self-respect are taught as deliberately as algebra, and where leadership is not a privilege for a few but the daily practice for all. OMI's model, built on safety, belonging, self-discipline, and earned responsibility, responds very well to the daunting challenges which so many Oakland families face.

That answer is captured in the school's motto, *Age Quod Agis*. That is Latin for “do what you are doing with full attention and purpose. Recited by cadets daily, the motto is a call to presence and intentionality. At a time when screens and algorithms compete to decide what young people see, want, and do next, OMI teaches the opposite habit: full attention to the task at hand, decisions made deliberately rather than by default, and ownership of one's own path. OMI cadets learn not only to do well whatever they do, but to choose what they do consciously and with full awareness. That habit of intentional choice is the foundation of self-respect, of self-actualization, and of the capacity of cadets to take charge of their lives.

Vision and Mission

Vision

OMI graduates will be capable of meeting the admissions requirements of top colleges and be prepared for their roles as future leaders.

Mission

The mission of the Oakland Military Institute College Preparatory Academy is to prepare each of its cadets to qualify for, and succeed in, leading colleges and universities. In all of its activities, OMI strives to instill honor, integrity and leadership.

History and Founding Design

OMI was founded in 2001 by then Oakland Mayor Jerry Brown. OMI was the first charter school to receive its charter from the State Board of Education and the first school to form a partnership with the California Military Department. That August, OMI's first class of 167 seventh-graders began their journey on the historic Oakland Army Base, drawn from hundreds of Oakland and

East Bay families, with its founding cadets coming together at a summer camp at Camp San Luis Obispo. Guided by OMI's motto, *Age Quod Agis*, OMI has spent twenty-five years building strong character, self-discipline, and high aspirations. A quarter century later, OMI celebrates a creative and proud legacy of serving Oakland and East Bay youth, one student at a time.

Leadership and academic excellence drives OMI's four guiding pillars—Academics, Leadership, Citizenship, and College Readiness. OMI's cadet-led leadership model promotes student-driven, purposeful, and ethical citizenship. Belief in the fundamental importance of academic excellence undergirds OMI's core commitment that every young person deserves the kind of education needed to become college-eligible and "college-going now." OMI's military and community partnerships provide excellent conditions for learning—the personnel and framework enabling the school to create an optimal learning environment that is highly focused, physically and emotionally safe, and academically rigorous. OMI's well trained and highly experienced civilian educators provide the full UC/CSU A-G coursework. OMI's Peralta and Cal Maritime partners provide dual enrollment "college now" advancement. Multiple community partners provide the rich outdoor education and encampments critical to cadet certifications, advancement and growth. These partners include, to name a few: California Youth and Community Services, California Cadet Corp, the US Coast Guard at Coast Guard Island Alameda & Petaluma, Cal Poly Maritime, Camp Parks, Camp San Luis Obispo, and U.C. Cal ROTC.

At the Summer Camp prior to their enrollment at OMI, our students encounter the OMI cadets-leading-cadets leadership structure, instructed by carefully trained cadet leaders. The camp introduces all new students to OMI's **CITIZENSHIP** program which emphasizes duty and service to one's peers and one's community. The honor code system, patterned after the military model, is fair, predictable and led by peers. All cadets share a common set of duties..

OMI is a College Preparatory Academy whose highest priority is to prepare each of its students for post-secondary education (**COLLEGE READY**). Through its College Advantage and Governor's Baccalaureate Diploma pathways, OMI's students increasingly graduate high school with a minimum of a semester, and up to a year, of CALGETC transferable college credit through its dual enrollment partnership with Peralta Community College District (**COLLEGE NOW**). OMI has continued to increase the number of courses offered in its dual enrollment program that align to CALGETC requirements and also serve as capstone experiences for its Career Technical Education Pathways in Public Safety, Emergency Management, Computer Information Systems, and Data and Climate Science.

Design Principles and Instructional Model

Military Framework—OMI emphasizes the exercise of leadership by all cadets as they pursue their studies. The military framework is the sturdy scaffold supporting academic success and self-actualization. OMI develops leadership and promotes a sense of pride and community, as it requires students to wear a complete uniform each school day. All students participate as members of the California Cadet Corps and are assigned to units within a military inspired leadership hierarchy of units within the Corps of OMI Cadets. Students assume increased responsibility through various positions of leadership during their tenure at OMI. Each academic classroom uses cadet leadership structures to promote discipline and learning. Cadets earn

promotions and awards for their accomplishments. This structure helps students build civic responsibility and respect for others.

Professional Learning Communities (“PLC’s”)—To strengthen its literacy and math scores, OMI organized (teachers) into interdisciplinary grade level teams (6-12) called Academic Support Groups (ASGs). ASGs have become the nexus of civilian academic and military leadership curriculum integration and are co-led by a teacher lead and a TAC NCO (Teach, advise, counsel non-commissioned officer). Grade level ASGs use PLC framework (BARR model) to provide multi-tiered systems of support. The BARR model is a strengths-based educational framework designed to improve student outcomes by focusing on three core pillars: Relationships, Shared Practices, and Data.

High Impact Tutoring (“HIT”)— In recent years, a core component of OMI’s outstanding growth metrics (CORE Districts data 2025) has been its intensive tutoring program. OMI learned through extensive data analysis, observation and feedback from parents and students that it cannot close the extensive skill gaps with which many students enter OMI without providing personalized one-on-one and small group intensive experiences, not just weekly, but daily, in many cases. OMI has invested extensive resources over the past two years in this model and our Board of Directors is committed to maintaining this investment for the long term.

Core Learning Structures

Oakland Military Institute’s instructional program maintains the following learning experiences for students:

- **Companies** — A seven-year military science model organized into companies — Alpha, Bravo, Charlie, Delta, Headquarters — these companies form identities and peer belonging with colors, mantras, mascots, fund-raisers and competitions and are organized internally into platoons and squads with a leadership structure and duties
- **Middle School and High School Formation** — Daily assembly of companies led by the Battalion Command Team (There is a middle school and high school battalion). During formation, cadet leaders organize team-building and competitions between companies, lead awards ceremonies, recognize peers, practice military drills and prepare for General Inspection
- **Brigade Formation** — Monthly assembly of both Battalions (full Brigade). During formation, cadet leaders lead ranking ceremonies, recognize peers and staff, perform ceremonies
- **Advisory** — A three-year advisory model in middle school that is grounded in metacognitive practices and “cadet-led parent conferences” incorporating AVID (Advancement Via Individual Determination) executive functioning skills and socio-emotional learning to support academic success
- **Tutorial** — A core component of our High Impact Tutoring program. Tutors are assigned a “case” of cadets and they toggle between push in/pull out time and embedded time in the cadet’s schedule to dramatically increase tutor/cadet face time and mastery.
- **Encampment/Bivouac (overnight field-training encampment)** — A foundational component of OMI’s leadership, character and skills development program embedded in

the CA Cadet Corp's curriculum. Extended summer encampments specialize in technical certifications in leadership, survival, emergency management, field medic, drill and drone operations

- **Basic and Advanced Non-Commissioned Officer (BNCO/ANCO) and Officer Training** — A key component of cadets leading cadets program design where cadet leaders teach the courses required for cadets to advance in Non-Commissioned Officer and Officer ranks
- **Extended Learning** — As a key component of OMI's commitment to college readiness, OMI offers after school tutoring and enrichment as well as weekend camps, intersession camps and summer session learning opportunities.

Key Achievements and Progress

Over the current charter period, Oakland Military Institute has produced measurable gains across student culture, attendance, college readiness, and leadership development. Each achievement below is grounded in OMI's charter renewal evidence and, where applicable, independently validated by external partners.

1. Very Strong CORE Districts Growth Rates in ELA and Math

- Middle School ELA growth rate averaged 92% over 3 years from 2023 to 2025, outperforming OUSD average growth rate (56%).
- Middle School Math growth rate averaged 66%, outperforming OUSD average growth rate (49%)
- High School ELA growth rate averaged 99%, outperforming OUSD average growth rate (33%)
- High School Math growth rate averaged 95%, outperforming OUSD average growth rate (43%)

2. Notable Growth in ELA and Math CAASPP Proficiency Scores in 2026

- In 2026, OMI achieved 80% ELA proficiency in 11th grade and 55% ELA proficiency overall.
- OMI doubled its 11th and 8th grade math proficiency and tripled its 7th grade math scores to achieve 32% overall proficiency in 2026.
- OMI's English Learner and Low Income students decreased their Distance From Standard ("DFS") in 2026 by 53 points and 44 points respectively.
- OMI's Black/African American and Hispanic/Latino students decreased their DFS by 28 and 44 points in Math.
- OMI's students with Disabilities improved in ELA, Math and Science by 21 points in ELA, 31 points in Math, 7 points in Science.
- These proficiency gains flow directly into OMI's Dashboard growth metrics: mathematics Distance from Standard improved 16.5 points on the 2025 Dashboard, with SY 2025-26 results (-60.1 DFS) reflecting a further gain of more than 46 points, and ELA improved

from -34.6 DFS in 2025 to -19.5 DFS in 2026. These are the academic performance indicators to which Education Code Section 47607.2(b) assigns greater weight in the renewal of middle-performing schools.

SBAC ENGLISH LANGUAGE ARTS/LITERACY ACROSS YEARS

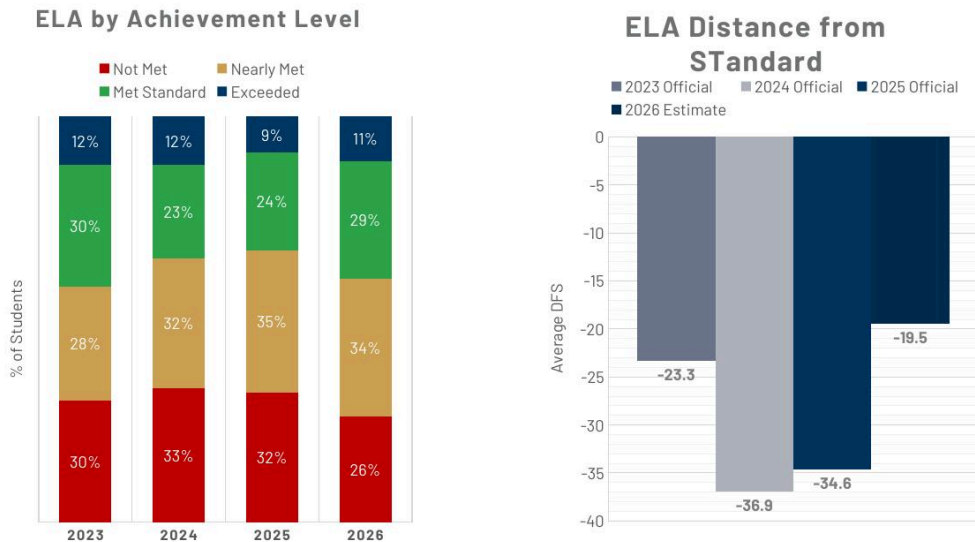


Figure — SBAC ELA Across Years: Achievement Levels and Distance from Standard (2026)

SBAC MATH ACROSS YEARS

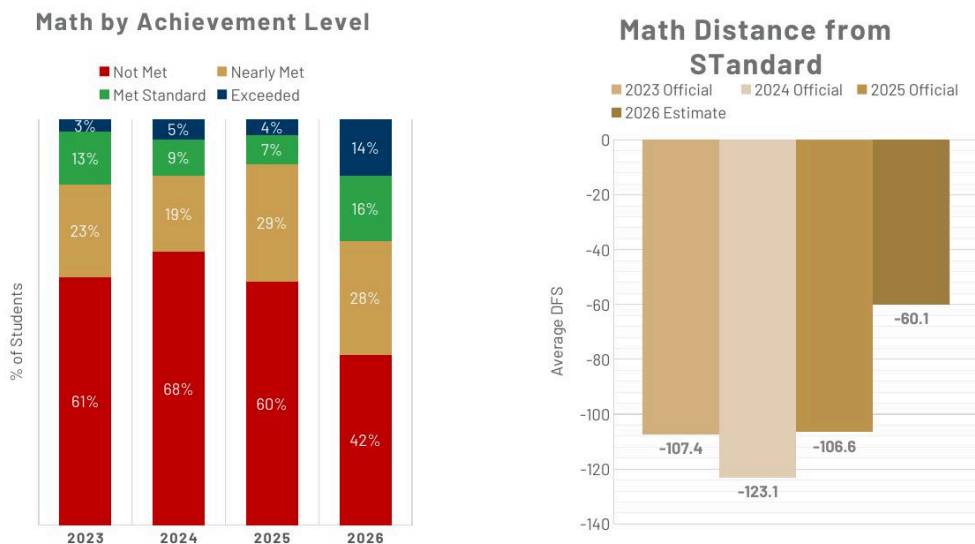


Figure — SBAC Math Across Years: Achievement Levels and Distance from Standard (2026)

3. Dramatic Reduction in Suspension Rates

- OMI reduced its suspension rate from 13% in 2020 to 6% in 2023-24 to 2% in 2024-25—a more than 67% reduction accomplished in a single academic year. In 2025-2026, OMI maintained a suspension rate of 4%, on par with similar schools in Oakland.
- Most notably, OMI reduced suspension rate for the following subgroups dramatically:
 - Hispanic/Latino from 14% to 4%
 - Black / African American from 19% to 10%
 - Low Income from 14% to 5%
 - Special Education from 16% to 7%
 - English Learners from 13% to 2%
- The military framework's emphasis on accountability, restorative practices, Wellness, Grade Level Academic Support Teams, and the TAC (Teach, Advise, Counsel) cadre model are primary drivers of this improvement, which was independently validated by the WASC Mid-Cycle Visiting Committee in December 2025.

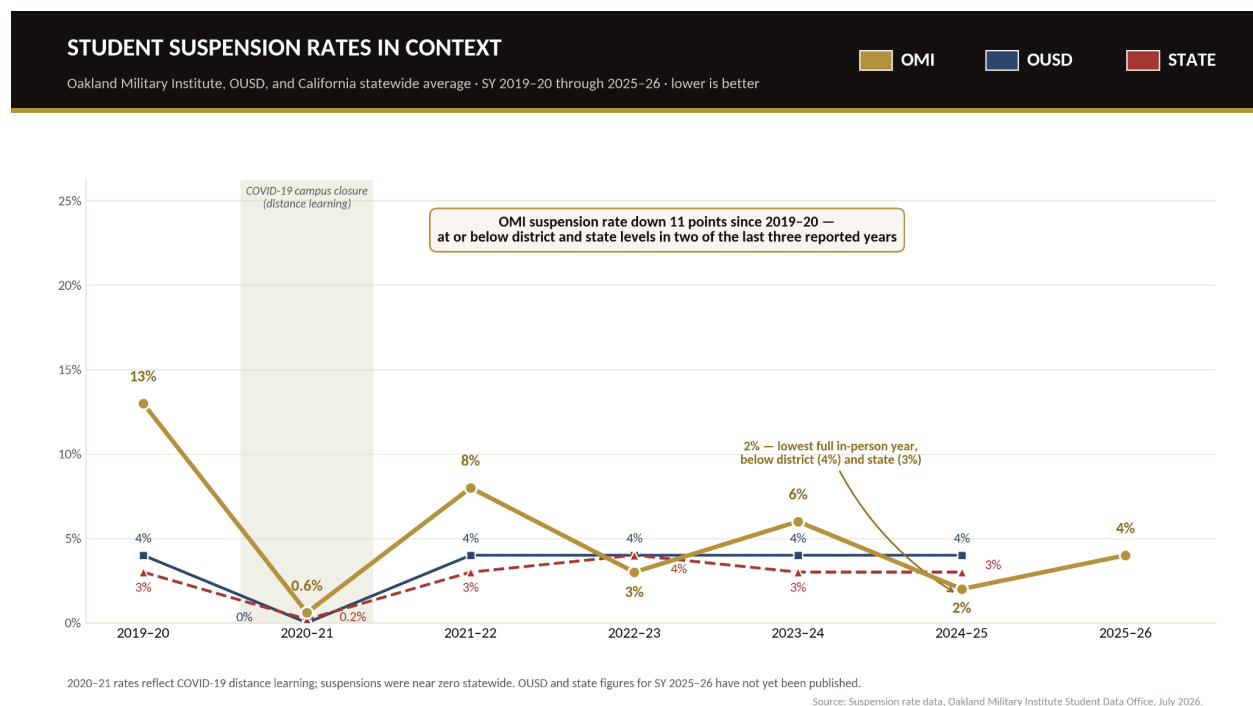


Figure — Student Suspension Rates in Context: OMI, OUSD, and State, SY 2019-20 through 2025-26

4. Significant Improvement in Chronic Absenteeism

- Chronic Absenteeism has declined substantially at OMI over the past several years. For middle school students (grades 6–8)—the population included in the California

Dashboard accountability measure—Chronic Absenteeism decreased from 25% in 2021–22 to 12% in 2024–25 and maintained the rate of 12% in 2025–26. To provide a more comprehensive picture of schoolwide attendance, OMI also tracks Chronic Absenteeism for all students (grades 6–12). Across the full school population, Chronic Absenteeism declined from 28% in 2021–22 to 10% in 2024–25, ending with a rate of 14% in 2025–26. Average Daily Attendance also improved from 93% to 95% during this period.

- Interventions driving this gain include the community liaison, Operation Doorstep, tardy sweeps, PBIS incentive programs, and our Community Engagement Initiative (CEI) powering our Grizzly Family Nights.

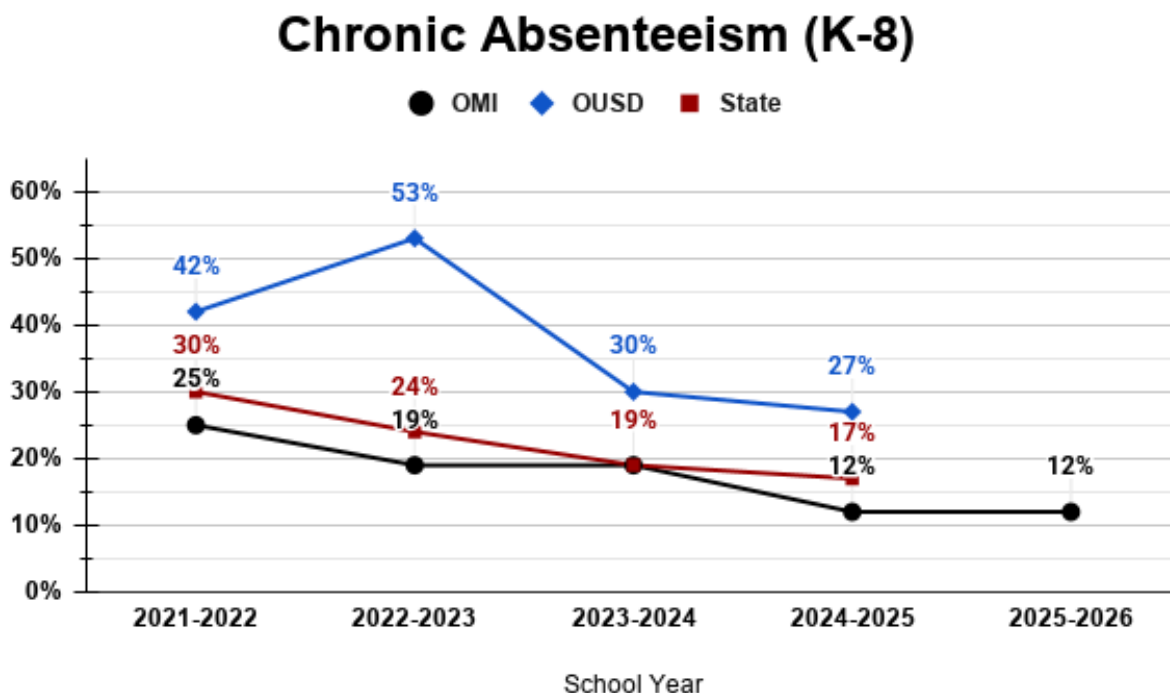


Figure — Chronic Absenteeism (Grades K-8): OMI, OUSD, and State

5. Dramatic Increase in Dual Enrollment & College Credit Acceleration

- Through the creation of the Governor's Baccalaureate Diploma and College Advantage programs in 2023, OMI has significantly expanded dual enrollment opportunities. OMI earned more than 3,000 college credits in 2025–26, more than doubling the number of credits earned prior to the program's implementation.
- Course pass rates average 96%, demonstrating rigorous preparation rather than access alone.
- The program is notably equitable: 91% of dual enrollment students come from low-income families, 58% are first-generation college students, both proportionate to or

exceeding their share of the school population. In addition, OMI achieved parity with African American students participating in Dual Enrollment as compared to their percentage of the OMI student population.

- In 2024-2025, OMI had 12 recipients for the College Advantage and 6 recipients for the Governor's Baccalaureate. In 2025-2026, OMI increased to 17 recipients for the College Advantage Diploma and 5 recipients for the Governor's Baccalaureate Diploma.

*See Element 1 Instructional Program for description of Governor's Baccalaureate and College Advantage Dual Enrollment programs.

6. Multi-Year Improvement Journey with the CA Collaborative for Educational Excellence Validation

- OMI's dramatic improvements began with a partnership with the CA Collaborative for Educational Excellence ("CCEE") and has been sustained through the Board's hiring of the CCEE consultant to take over as superintendent in a multi-year contract. Beginning in 2021, OMI engaged CCEE to implement a structured improvement plan of 75 actions.
- After all areas were addressed, CCEE issued a commendation letter to the Alameda County Office of Education Superintendent in 2023 recognizing OMI's sustained improvement and confirming that gains in ELA proficiency, suspension reduction, and chronic absenteeism reduction are directly tied to strong leadership guiding this systematic work—an exceptional level of external, state-level validation.
- The following quote from CCEE illustrates conclusions for OMI's sustained improvements: *"They have worked to improve instructional systems and practices. Their investments include implementing the Building Assets, Reducing Risks (BARR) system, adopting cutting-edge Math and English Language Arts (ELA) curriculums, providing comprehensive instructional coaching for staff, and establishing a robust positive behavior intervention and support system... Furthermore, OMI's recruitment of an experienced instructional leader under a multi-year contract will undoubtedly ensure the continuation of the positive momentum achieved so far."*

7. Significant Improvement of CA Dashboard's College/Career Readiness Indicator ("CCI")

- OMI's graduation rate averaged 94% over 4 years (2023-2026), reaching 96% in 2023-2024, exceeding both the statewide average and OUSD's district average of 76%.
- The CA Dashboard's College/Career Indicator has climbed consistently from 65% (2022-2023) to 73.3% (2024-25), with a distinguished 80% for 2025-2026—OMI's strongest college-and career-readiness trend. This is well above the California state average of 52% and exceeds OUSD's most recently reported College/Career Indicator (2024–2025) by nearly 37 percentage points.

8. Sound Finances, Leveraged State Partnership, and Stable Governance

- **Fiscal Stewardship.** OMI's academic results rest on a sound financial foundation. The school has received seventeen consecutive unqualified audit opinions, returned to an

operating surplus a year ahead of its multiyear plan, and maintains reserves above the Board's adopted floor. The two state-compliance findings identified in FY 2021-22 were remediated and confirmed closed by the successor auditor the following year, a record of both integrity and responsiveness.

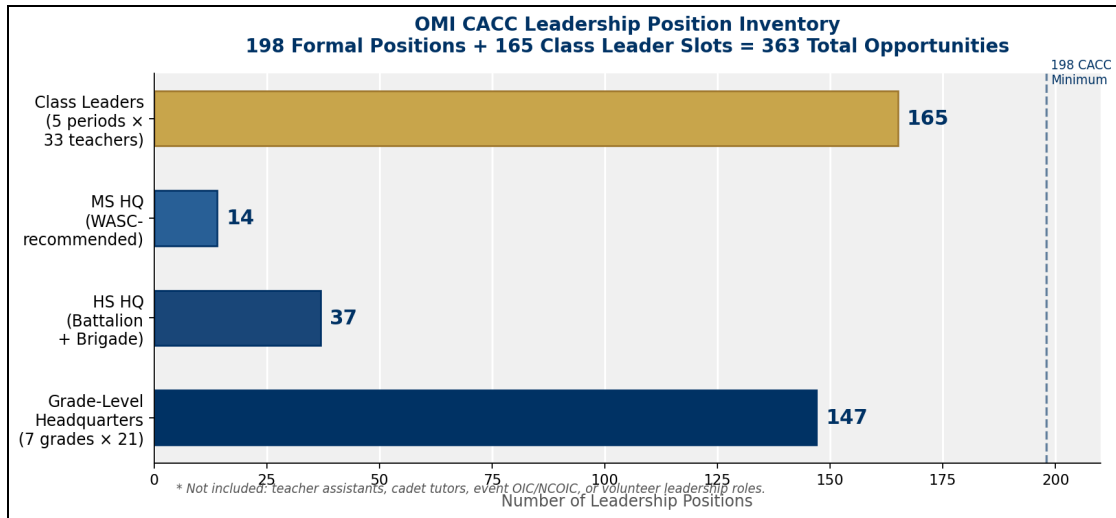
- **Leveraged State Investment.** Through its partnership with the California Military Department, OMI's students are served by approximately 20 State Active Duty cadre members whose compensation, approximately \$2.9 million per year, is funded by the State in addition to OMI's regular per-pupil funding. No other Oakland public school leverages a comparable state co-investment in daily staffing, mentorship, and leadership instruction.
- **Governance and Leadership Stability.** The Board of Directors is chaired by Governor Jerry Brown, who founded the school in 2001, and includes directors with military, legal, financial, and educational leadership experience. The Board and an experienced administrative team led by Superintendent Dr. Mary E. Streshly have governed the school with stable leadership, active committees, and consistent fiscal oversight.

9. Military Model Creating and Expanding Student Leadership

What makes OMI different?

Most schools have leaders. OMI has a leadership system. That distinction is not just semantic — it is structural, and it is the single most important distinguishing feature of our educational model. In most schools, student leadership is treated as a scarce resource allocated through competition: students run for office, vie for club positions, or audition for team captaincy. The system produces a narrow cohort of student leaders — typically the most confident, most connected, or most socially fluent students — while the majority of students graduate having never held a titled, accountable leadership role in their academic career. That is not the model OMI has built and it is not the outcome our students deserve.

At OMI, leadership is not competitive. It is developmental and universal. Through the California Cadet Corps (“CACC”) framework, OMI has constructed a leadership architecture that contains a minimum of 198 formal positions — not elective, not honorary, not ceremonial. These are operational roles with real responsibilities: managing formations, overseeing logistics, coordinating personnel, planning events, and reporting up a chain of command. When class leader positions are added — one for each of the five instructional periods taught by each of our 33 teachers — the total number of distinct leadership opportunities in a single academic year exceeds 363. OMI's enrollment in 2025–26 was approximately 500 students. OMI has no shortage of leadership opportunities. In fact, OMI has a leadership expectation, and it builds the structure to fulfill it.



A typical comprehensive public middle or high school of similar size will offer between 20 and 30 formal leadership positions — student council, class officers, and a handful of club presidencies. That is roughly one formal leadership role for every 17 to 25 students. Our CACC structure alone produces one position for every 2.4 students. When class leaders are included, one formal leadership opportunity exists for every 1.3 students enrolled. This is not an organizational detail. It is a fundamental philosophical choice about who gets to lead, and when, and what leading actually means in a school environment.

Leadership as a Developmental Sequence

What further distinguishes OMI's model is that leadership at OMI is sequential and cumulative. A student who enters OMI in sixth grade does not wait until senior year for an opportunity to lead. From day one, they are placed within a structured hierarchy that expects growth. They begin as followers — learning accountability, standards, and what it means to be a reliable member of a team. Within months, they are assigned as class leaders, responsible for their peers during instructional transitions. By the end of middle school, they are eligible for selection to positions on our Middle School Headquarters staff. By the time they graduate, the most accomplished cadets are commanding a school-wide brigade of more than 400 peers.

This progression mirrors the exact leadership development continuum used in professional military officer training programs — compressed and adapted into a seven-year educational model for young people who are simultaneously completing a rigorous A-G college preparatory curriculum. The developmental intentionality behind this sequence is not incidental. The CACC Leader Model defines what a leader must BE (character, values, integrity) and what a leader must DO (lead, develop, achieve). Every year at OMI advances a cadet along both dimensions — not just in title, but in demonstrated, evaluated competency.



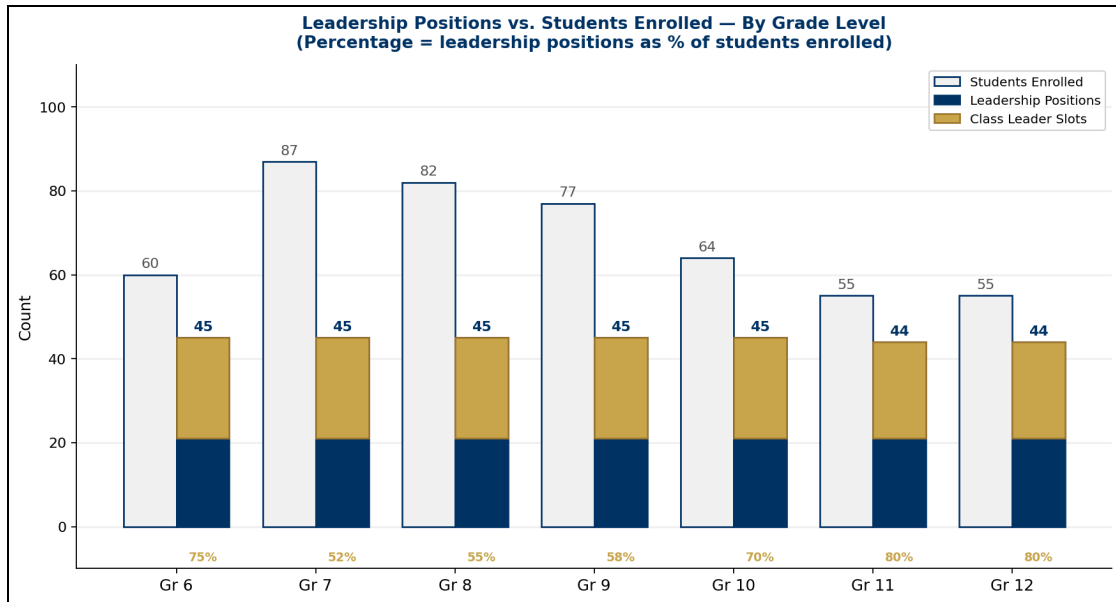
The Leadership Structure

Our leadership architecture is organized in three reinforcing tiers that together cover every student, every classroom, and every grade level simultaneously.

Tier 1: Grade-Level Headquarters — 147 Positions. Every grade level — from 6th through 12th — operates its own headquarters staff with 21 designated positions: Commander, Executive Officer, First Sergeant, and staff officers covering the six staff sections (S1–S6: personnel, security, operations, logistics, public affairs, and communications), each with an assistant, plus three Platoon Leaders and three Platoon Sergeants. Across seven grade levels, this produces 147 formal leadership billets — all student-held, all operationally active every school day.

Tier 2: School-Wide Headquarters — 51 Positions. Above the grade level, OMI operates two school-wide headquarters. OMI's Middle School Headquarters (14 positions) was built in direct response to a WASC visiting committee recommendation and was praised in the November 2025 Mid-Cycle Review as a model program. Our High School Headquarters operates at both the battalion and brigade level, with 37 combined positions requiring multi-company coordination, long-range planning, and strategic communication.

Tier 3: Class Leaders — 165 Positions. In every classroom, for every instructional period, OMI designates a class leader. With 33 teachers each delivering five class periods per day, this creates 165 additional leadership slots. Class leaders manage accountability formations, instructional transitions, and serve as the first point of contact between instructor and formation. This is an evaluated daily leadership responsibility — not a ceremonial one.



Leadership and Equity: Who gets to lead at OMI

Any credible analysis of student leadership in American public education must confront an uncomfortable pattern: in most schools, formal leadership correlates strongly with social confidence, family resources, and prior academic success. Students who arrive already ahead tend to get leadership opportunities. Students navigating English acquisition, housing instability, or the cumulative effects of generational poverty tend to be positioned as the students being led — not the students leading. It is the structural outcome of systems that make leadership competitive and social.

OMI does not have that system. Its student body in 2024–2025 was 68% Hispanic or Latino, 90% socioeconomically disadvantaged, 34% English Learners, and 15% students with disabilities. These are students who, in traditional schools, are statistically underrepresented in student government, club leadership, and honor programs. At OMI, they hold Brigade Commander positions. They plan the logistics for a school-wide parade. They brief the Superintendent on unit readiness. They earn the rank of Sergeant and graduate as leaders — because our system is designed to make leadership accessible through performance, not through pedigree, personality, or prior advantage.

This alone demonstrates the equity of OMI's model. OMI does not merely aspire to develop leaders from every background; it has built the only system in the bay area that makes leadership development structural, sequential, and universal — for students who are predominantly low-income, students of color, and from communities that other schools have not historically positioned for leadership. The outcomes — 93% rank advancement, 100% of seniors at Sergeant — are not just impressive. They are evidence of equity in action.

10. Inclusive Special Education That Allows Cadets with Disabilities to Thrive

- OMI serves an above-average population of students with disabilities, approximately 15 to 16 percent of enrollment, through an inclusive push-in and pull-out service model rather than segregated special day classes. Education Specialists and paraprofessionals push into general education classrooms to deliver specialized academic instruction alongside peers, and targeted pull-out sessions provide intensive, skills-based small-group instruction aligned to each cadet's IEP goals.
- Cadets who at other schools might be placed in special day classes that do not suit them are, at OMI, full members of the corps of cadets: they wear the uniform, hold rank, lead formations, and complete the same A-G course of study with support. To be clear, OMI affirms that it will implement all IEP requirements that are necessary for a student to achieve a free and appropriate public education, including the utilization of non-public schools when necessary to meet FAPE.
- The results validate the model: OMI's students with disabilities improved 21 points in ELA, 31 points in Math, and 7 points in Science, and their suspension rate fell from 16 percent to 7 percent over the charter term.

11. Expansion of Career Technical Education aligned with Dual Enrollment and Military Science Programs

- Through braided funding and pathway integration, OMI has been awarded multiple grant opportunities (the Career Technical Education Incentive Grant (CTEIG), two Golden State Pathways Program grants (GSPP), Military-Connected Education Coalition (MCEC), and College and Career Access Pathways (CCAP)) to develop four new Career Technical Education pathways. These pathways capitalize on the career expertise that OMI's State Active Duty military personnel bring to the school. They also complement OMI's rich Dual Enrollment program, which in turn provides college level capstone experiences provided by our Peralta and Cal Poly Maritime partners. These pathways include Emergency Management, Public Safety, CIS & Robotics/Cyber Security/Drone Operation and Data/Climate Science.

Summary

These outcomes reflect a school pursuing its 25-year mission and holding true to Governor Brown's original founding design. At the same time, OMI is investing in the best instructional leadership, teacher talent and parent outreach personnel in the Bay Area in order to evolve and flex to meet the needs and interests of our families. Moreover, we attribute OMI's vastly improved academic outcomes to a few of its most striking, high impact programmatic additions:

- 1) High Frequency, Intensive "case management" Tutoring
- 2) Multiple small group intensive environments in the middle school
- 3) Strong teacher support inside and outside the classroom
- 4) Improved Cadet Service and Wellness Centers
- 5) Parent engagement initiative and cadet recognition program
- 6) Governor's Baccalaureate Diploma and College Advantage Dual Enrollment programs

This progress reflects the sustained contributions of OMI's faculty and staff, the continuity of its long-serving Board of Directors, and the engagement of its parent community, all of which support OMI's central objective: preparing every student to graduate qualified for admission to selective universities and for high-wage career pathways.

Accountability Framework and Evidence Supporting Charter Renewal

These requirements arise pursuant to the amendments made to Education Code 47607 and the creation of Section 47607.2 by Assembly Bill 1505 (2019), as amended by Assembly Bill 126 (2026). At the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard. The chartering authority shall also consider the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, AB 1505 created a three-tiered system for evaluating charter school performance, with an additional category for Dashboard Alternative School Status ("DASS") schools. The three performance categories are:

- High Performing - Presumptive renewal if the charter school meets the established criteria under EC 47607 (c)(2).
- Low Performing - Presumptive non-renewal if the charter school meets the criteria for non-renewal, unless the chartering authority approves a 2-year term under EC 47607.2 (a).
- Middle Performing - Charter schools that do not fall into the high or low categories may be renewed unless closure is in the best interest of students, as evaluated using the Dashboard and EC 47607.2(b).

The state indicators include:

- English Language Arts (ELA) and Mathematics performance
- English Learner Progress Indicator (ELPI)
- CCI
- Graduation Rate
- Suspension Rate
- Chronic Absenteeism

OMI is classified as a middle-performing school, and the school's 2025-26 results indicate that OMI meets the middle-performing criteria on the 2026 Dashboard as well. In determining renewal for middle-performing schools, authorizers must give greater weight to academic performance indicators.

OMI meets or exceeds the state average in several academic indicators and has demonstrated measurable progress in areas aligned with the statutory requirements. These results, coupled with a sound instructional program, strong operational compliance and being the unique educational option for students in the Bay Area, provide a clear basis for renewal under Education Code Section 47607.2 (b).

Dashboard Performance

OMI outperforms similar Oakland Middle Schools and High Schools on key renewal indicators - Chronic Absenteeism Rate, CCI, 4-Year Graduation Rate, ELA and Math California Assessment of Student Performance and Progress (“CAASPP”) DFS, in the 2025-2026 school year.

School	Chronic Absenteeism Rate	CCI	Grad Rate	ELA SBAC (DFS)	Math SBAC (DFS)
Oakland Military Institute	12%	78.2%	93%	-19.5	-60.1
Castlemont High	NA	23%	65%	-176.7	-221.6
Fremont High	NA	38%	74%	-150	-227.6
Oakland Technical High	NA	73%	94%	-48.1	-118.1
Skyline High	NA	59%	87%	-45.9	-116.5
McClymonds High	N/A	52%	94%	-144.2	-206.7
Frick United Academy of Language Middle	45%	NA	NA	-151.9	-200.2
Coliseum College Prep Academy	33%	NA	NA	-68.6 ¹	-134.6 ¹
Madison Park Academy 6-12	56%	NA	NA	-110.2 ¹	-171.5 ¹
West Oakland Middle	33%	NA	NA	-113.1	-151.2

¹The California School Dashboard reports one schoolwide Distance from Standard for combined middle/high schools and does not publish separate middle school and high school Distance from Standard values.

- CCI: OMI demonstrates strong college and career readiness, with a 2025 CCI of 73.3 percent (Blue), rising to 78.2 percent in 2026, surpassing the California State average (52%) and outperforming several Oakland comparison schools, including Castlemont (23%), Fremont (38%), Skyline (59%), and McClymonds (52%). OMI also performs competitively with Oakland Tech (73.5%), despite serving a higher-need student population.
- 4-Year Cohort Graduation Rate: OMI maintained an average graduation rate of 94% from 2023–2026, exceeding the average graduation rates of Oakland comparison schools, including Castlemont (65%), Fremont (77%), Skyline (88%), and McClymonds (88%), as well as the California state average (87.8% in 2025). OMI's sustained graduation outcomes demonstrate consistent student support and successful pathways to completion while serving a higher-need student population.
- ELA HS/MS (CAASPP DFS): OMI students are among the closest to meeting grade-level standards in English Language Arts, with a 2025 DFS of -34.6, improving to -19.5 in 2026. OMI outperformed comparable Oakland public schools, including Oakland Tech (-48), Castlemont (-176.7), Fremont (-150), Madison Park Academy (-110.2), Skyline High (-45.9), Coliseum College Prep Academy (-68.6), and West Oakland Middle

(-113.1), demonstrating stronger literacy outcomes and greater progress toward meeting state standards.

- Math HS/MS (CAASPP DFS) With a 2025 DFS of -106.6, reflecting a 16.5-point single-year gain, and a 2026 result of -60.1, OMI students demonstrate stronger mathematics outcomes compared with selected Oakland comparison schools. OMI outperformed Oakland Tech (-118.1), Castlemont (-221.6), Fremont (-227.6), Madison Park Academy (-171.5), Skyline High (-116.5), Coliseum College Prep Academy (-134.6), and West Oakland Middle (-151.2), showing that OMI students are demonstrating stronger math achievement and greater progress toward meeting state standards.
- Middle School Chronic Absenteeism Rate: With a Chronic Absenteeism rate of 12%, OMI significantly outperforms both OUSD (28%) and the California state average (17%).

OMI exhibits strong CA Dashboard performance in most areas, particularly when compared to other Oakland middle and high schools. Its 2025 Dashboard results are strong: a College/Career Indicator of 73.3 percent (Blue), a graduation rate of 91.7 percent, a suspension rate of 2.0 percent (Blue), and a 16.5-point single-year gain in mathematics. Together with SY 2025-26 results (CCI 78.2 percent, graduation 93 percent, ELA -19.5 DFS, Math -60.1 DFS), these results show that the Charter School is not only meeting but exceeding district and peer performance. OMI achieves this while serving a population with a very high unduplicated count (91%) and an above average Special Education count (16-18% on average). These outcomes indicate that OMI's mission and educational design is effecting more than adequate academic growth making us fully deserving of a full renewal term through 2032.

The consistent performance across multiple indicators in the areas prioritized by California's charter renewal law, such as CCI, graduation rate, ELA and Math more than justified OMI's renewal under the AB 1505 middle-tier charter renewal framework.

Additional Evidence of Meeting the Charter Renewal Criteria (Education Code Section 47607.2(b))

OMI's data analysis below supplements the comparison above with a methodologically uniform view of OMI's performance. Comparison schools in this analysis were identified objectively: Oakland schools with grade spans overlapping OMI's grades 6-12 and with English Learner and socioeconomically disadvantaged populations within 10 percentage points of OMI's. Data are drawn from the California School Dashboard, DataQuest, CORE, the National Student Clearinghouse, and Renaissance STAR.

Dashboard Indicator Colors, 2024 through 2026

OMI's recent Dashboard trajectory shows movement in the right direction on nearly every indicator. From 2024 to 2025, Mathematics improved from Red to Orange, the English Learner Progress Indicator from Red to Green, the Suspension Rate from Red to Blue, and Chronic Absenteeism from Orange to Yellow, while the College/Career Indicator remained Blue. OMI's 2025 color meets or exceeds the District's on six of the eight indicators. OMI's 2026 colors, continue this trajectory on the academic indicators to which the law gives greatest weight: ELA

and Mathematics each improved from Orange to Yellow, Science remained Yellow, the English Learner Progress Indicator remained Green, and the College/Career Indicator remained Blue for a third consecutive year. Under Education Code section 47607.2(b), the two most recent Dashboard years are the renewal record.

2024 Dashboard Indicator Colors

	OMI	District	State
ELA (academic)	Orange	Yellow	Orange
Math (academic)	Red	Yellow	Orange
ELPI (academic)	Red	Orange	Orange
College/Career (academic)	Blue	Green	Yellow
Chronic Absenteeism	Orange	Yellow	Yellow
Suspension Rate	Red	Yellow	Green
Graduation Rate	Blue	Green	Yellow

2025 Dashboard Indicator Colors

	OMI	District	State
ELA (academic)	Orange	Yellow	Yellow
Math (academic)	Orange	Yellow	Yellow
Science (academic)	Yellow	Orange	Yellow
ELPI (academic)	Green	Orange	Yellow
College/Career (academic)	Blue	Yellow	Green
Chronic Absenteeism	Yellow	Yellow	Yellow
Suspension Rate	Blue	Yellow	Green
Graduation Rate	Yellow	Red	Green

2026 Dashboard Indicator Colors

	OMI	District	State
ELA (academic)	Yellow		
Math (academic)	Yellow		
Science (academic)	Yellow		
ELPI (academic)	Green		
College/Career (academic)	Blue		

Chronic Absenteeism

Orange

Suspension Rate

Red

Graduation Rate

Orange

Local Indicators

OMI met the standard on every Dashboard local indicator in 2024, 2025, and 2026.

Local Indicator	2024 Dashboard	2025 Dashboard	2026 Dashboard
Basics: Teachers, Instructional Materials, Facilities	Standard Met	Standard Met	Standard Met
Implementation of Academic Standards	Standard Met	Standard Met	Standard Met
Parent and Family Engagement	Standard Met	Standard Met	Standard Met
Local Climate Survey	Standard Met	Standard Met	Standard Met
Access to a Broad Course of Study	Standard Met	Standard Met	Standard Met

Dashboard Growth Scores (CAASPP ELA and Math)

Beginning in 2024, the Dashboard reports CAASPP growth scores for grades 4-8. OMI's 2025 growth was rated Accelerated in ELA and Average in Math: 73.3 percent of OMI students improved their ELA score from the prior year and 68.9 percent improved in Math, and OMI's African American students were rated Accelerated in ELA growth (75.8 percent improving). OMI's ELA growth score was higher than every comparison school and the District average in both 2024 and 2025, and its Math growth score exceeded a majority of comparison schools in both years.

School	ELA Growth 2024	ELA Growth 2025	Math Growth 2024	Math Growth 2025
Oakland Military Institute	13	11	-6	0
Aspire Golden State College Prep	-21	0	-27	-29
Bret Harte Middle	-9	-6	-15	-4
Coliseum College Prep Academy	-5	3	-11	2
LIFE Academy	8	5	8	-14
Lighthouse Community Charter	-8	-10	-8	-8

Lodestar	-17	-7	-2	17
Madison Park Academy 6-12	-9	-24	-7	-25
Roosevelt Middle	-19	-21	2	3
West Oakland Middle	-2	-10	4	5
Oakland Unified District	-4	-3	-2	-1



ELA Change from 2025 to 2026: Students Tested Both Years at Oakland Military Institute

SBAC ELA: Change in Achievement Level
From 2025 to 2026, for students tested both years

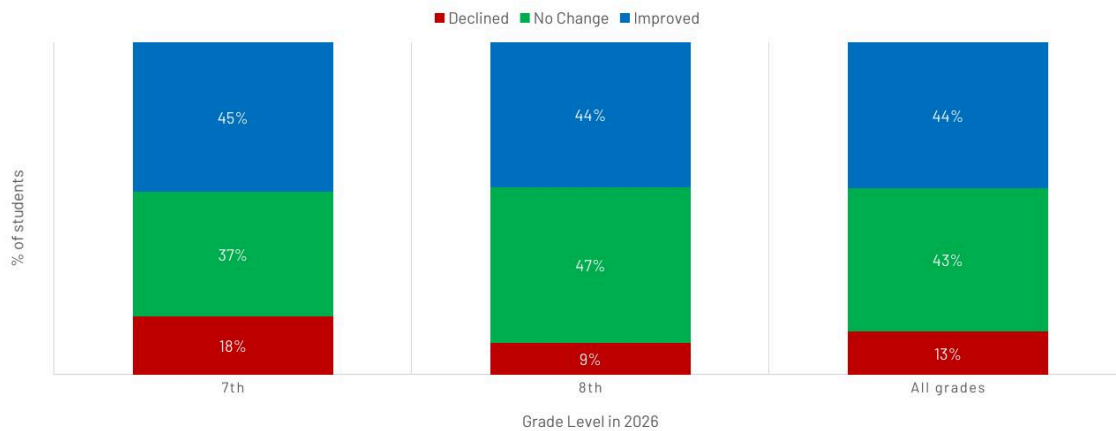
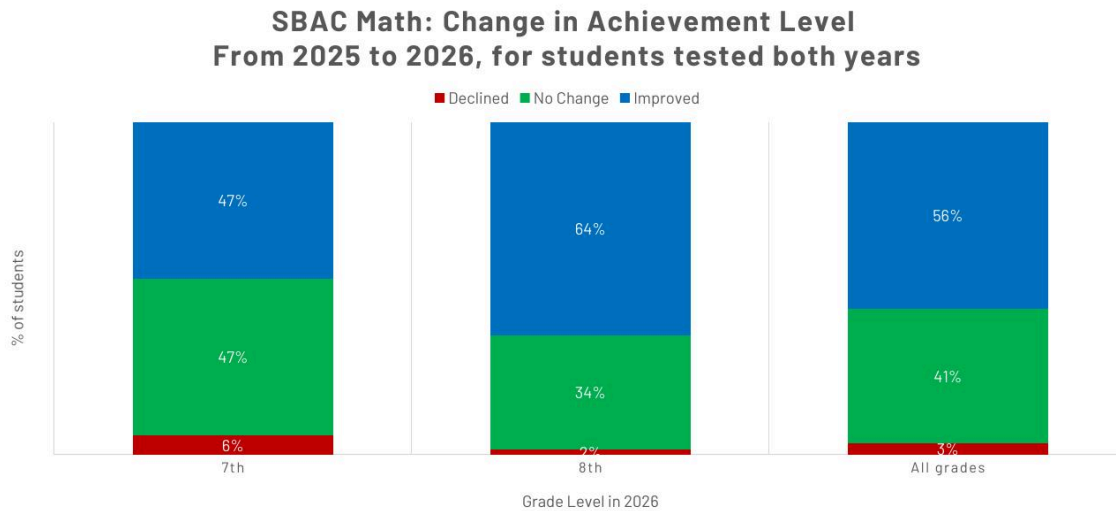


Figure — ELA Change in Achievement Level, 2025 to 2026, for Students Tested Both Years**Math Change from 2025 to 2026: Students Tested Both Years at Oakland Military Institute****Figure — Math Change in Achievement Level, 2025 to 2026, for Students Tested Both Years****Academic Indicators Against Demographic Peers**

Against this uniform peer set, OMI performed better on ELA Distance from Standard than 10 of 11 comparison schools and the District average in 2023, 9 of 11 in 2024, and 8 of 11 in 2025; in Math, better than 7, 6, and 6 of the 11 schools respectively. In the school's preliminary 2026 results, OMI's ELA Distance from Standard improved further to -19.5 and Math to -60.1; 2026 Dashboard data for the comparison schools had not been published as of this petition.

On the English Learner Progress Indicator, OMI outperformed 10 of 11 comparison schools in 2023, 7 of 11 in 2024, and 8 of 11 in 2025, and exceeded the District average in all three years (48.9 percent vs. 40.3 percent in 2025), rising further to 52.8 percent in the school's preliminary 2026 results. OMI's College/Career Indicator exceeded the District average in each of the three years (73.3 percent vs. 43.4 percent in 2025) and has risen every year, reaching 78.2 percent in the school's SY 2025-26 results.

Culture Indicators by Student Group

OMI's chronic absenteeism and suspension rates are below the comparison school and District averages schoolwide and for nearly every student group, and OMI's 2025 stability rate (95 percent schoolwide) exceeded the comparison school and District averages for every student group. The 2024 dip visible in the tables below coincided with the post-pandemic attendance and discipline challenges described earlier in this Executive Summary; the 2025 recovery reflects the interventions the school deployed in response. Rates in the tables below are rounded to the nearest whole percent (e.g., OMI's 2024 suspension rate of 6.5 percent and 2025 Hispanic/Latino rate of 1.5 percent).

Chronic Absenteeism (DataQuest)	Schoolwide	EL	SED	SWD	Black/Af. Am.	Hispanic/ Latino
2023						
Oakland Military Institute	20%	16%	21%	32%	34%	20%
Comparison School Average	49%	49%	49%	57%	62%	46%
Oakland Unified District	53%	55%	57%	62%	62%	56%
2024						
Oakland Military Institute	24%	25%	24%	30%	24%	26%
Comparison School Average	35%	34%	36%	45%	49%	33%
Oakland Unified District	32%	34%	37%	42%	43%	34%
2025						
Oakland Military Institute	11%	10%	10%	14%	13%	12%
Comparison School Average	35%	34%	35%	41%	52%	32%
Oakland Unified District	30%	31%	34%	39%	41%	32%
Suspension Rate (Dashboard)	Schoolwide	EL	SED	SWD	Black/Af. Am.	Hispanic/ Latino
2023						
Oakland Military Institute	3%	3%	3%	4%	6%	3%
Comparison School Average	6%	6%	6%	10%	11%	4%
Oakland Unified District	4%	3%	5%	7%	9%	3%
2024						
Oakland Military Institute	7%	5%	7%	11%	11%	6%
Comparison School Average	8%	7%	8%	11%	13%	6%
Oakland Unified District	4%	3%	5%	7%	10%	3%
2025						

Oakland Military Institute	2%	2%	2%	3%	3%	2%
Comparison School Average	7%	6%	7%	9%	12%	4%
Oakland Unified District	4%	3%	5%	7%	10%	3%

Verified Data: Renaissance STAR Student Growth Percentile (Grades 6-8)

Renaissance STAR is on the State Board of Education's approved list of verified data sources under Education Code Section 47607.2. Renaissance identifies the Student Growth Percentile (SGP) as the growth measure: students whose SGPs fall between 35 and 65 have demonstrated one year's growth in one year's time, and students above 65 exceeded a year's growth. OMI met the growth target (50 percent or more of students making at least one year's growth) schoolwide, at every grade level, and for a majority of student groups in both Math and Reading in each of the past two years.

Renaissance STAR Math: Students Meeting One Year's Growth (SGP)

	Fall '24 - Spring '25	Fall '25 - Spring '26
All Students Tested	64%	73%
Grade 6	52%	60%
Grade 7	64%	88%
Grade 8	74%	70%
English Learners	63%	60%
Socioeconomically Disadvantaged	63%	73%
Students with Disabilities	50%	61%
African American	46%	69%
Hispanic/Latino	65%	56%

Renaissance STAR Reading: Students Meeting One Year's Growth (SGP)

	Fall '24 - Spring '25	Fall '25 - Spring '26
All Students Tested	62%	73%
Grade 6	56%	67%
Grade 7	64%	73%
Grade 8	66%	77%
English Learners	48%	76%

Socioeconomically Disadvantaged	60%	74%
Students with Disabilities	75%	78%
African American	79%	67%
Hispanic/Latino	72%	74%

The State Board's verified-data criteria require that a data source include the results of at least 95 percent of eligible students. OMI's STAR Reading participation met that criterion in both years (96 percent in 2024-25 and 95 percent in 2025-26); Math participation met it in 2025-26 (97 percent, up from 87 percent in 2024-25). Participation counts are drawn from CALPADS end-of-year enrollment.

Supplemental Growth Measure: CORE Districts Data Collaborative

OMI also measures its growth through the CORE Data Collaborative, which calculates Student Growth Percentiles (SGP) from Smarter Balanced results and identifies similar schools across California for comparison. An SGP above 70 indicates above-average growth. In 2025, OMI achieved above-average growth in both subjects and both grade spans, with a CORE Index rated above average in ELA and Math for the middle school and high school alike. OMI posted higher growth than a majority of its CORE-identified comparison high schools in both ELA and Math, and higher growth than a majority of its comparison middle schools in ELA.

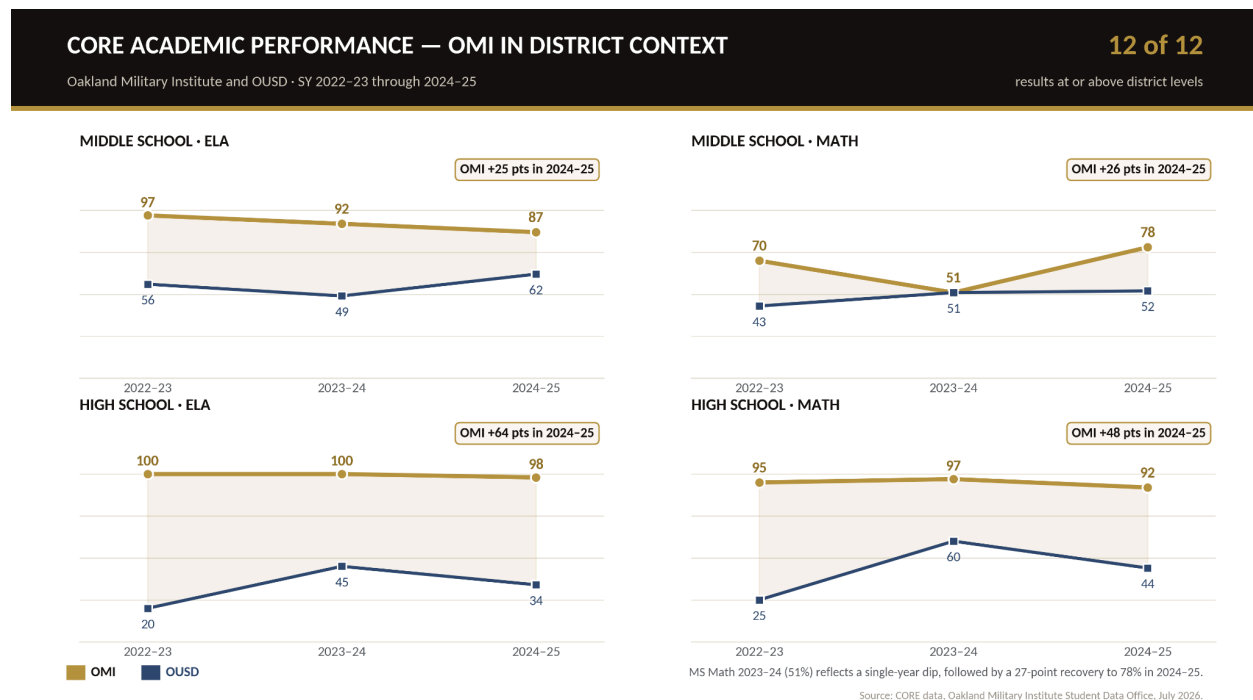


Figure — CORE Academic Growth: OMI and OUSD, SY 2022-23 through 2024-25

Middle Schools: CORE-Identified Similar Schools

ELA SGP

Math SGP

Oakland Military Institute	87	78
Coliseum College Prep (OUSD)	78	94
Frick MS (OUSD)	36	47
Jeison Charter MS (Green Dot)	44	12
Lodestar (LCCPS)	93	98
Ouchi O'Donovan (ACRPC)	67	92
Roberts Leadership (ACRPC)	49	58
Taylor Charter MS (Green Dot)	68	82
Virtual (San Bernardino City USD)	75	83

High Schools: CORE-Identified Similar Schools	ELA SGP	Math SGP
Oakland Military Institute	98	92
Coliseum College Prep (OUSD)	84	73
Farber Sch. Credit Att.	20	24
Latitude 37.8 HS (EFC Public)	38	62
LIFE (OUSD)	95	67
Lighthouse CC HS (LCCPS)	81	85
Lodestar (LCCPS)	98	91
Luskin HS (ACRPC)	53	94
Shaheen Hlth Serv (ACRPC)	60	56
Simon Tech HS (ACRPC)	83	83

Postsecondary Outcomes (National Student Clearinghouse)

National Student Clearinghouse data compare OMI graduates with peers at high-poverty (75 percent or more free or reduced-price lunch), high-minority (40 percent or more Black or Hispanic students), and urban schools nationally. OMI's college enrollment rate in the first fall after high school exceeded the similar-peer average before the pandemic, was above most similar peers in 2022 and 2023, and grew from 2024 to 2025. Freshman-to-sophomore persistence tracks the top-performing peer group (the urban schools average), with the class of 2022 posting the highest persistence of the past seven years, and the six-year college completion rate has improved in each of the past two years. Because OMI graduates 60 to 100 students per year, its rates fluctuate more than the peer averages, which draw on far larger populations.

Priorities for the Next Charter Term

1. Build upon our success doubling our proficiency in math to shrink the Distance From Standard another 46 points

The investment in high frequency, high dose “case manager” style math tutors was an awe inspiring breakthrough, especially as we began hearing testimonials from parents, but as we dove into the data of each cadet, we saw varying results based on tutor personnel, tutor frequency and tutoring mode (1-1 pull out, small group, after school, embedded in course schedule). As we expanded our tutor cadre, we realized it was necessary to provide more training, more curriculum and more supervision to maintain a standard of instruction necessary for deep understanding and skill gap breakthroughs.

In addition to tutoring, we will continue to develop our math teachers in partnership with the Silicon Valley Math Initiative (SVMI) pedagogical approach and coaching. Under the tutelage of SVMI, our teachers have shifted from instruction focused on rote memorization and toward problem-solving, conceptual understanding, and equity. Moreover, it will be important to build upon their lesson study using *Building Thinking Classrooms in Mathematics*. It has quite literally begun to change the engagement paradigm (and furniture) in the classroom from sit and get in rows to vertical teaching and stations with meaningful math talks.

2. Address the decline in Long Term English Learner performance on the ELA and Math CAASPP.

The more successful the math tutor program became, the more we began hearing from EL parents, staff, and cadets that they wanted tutoring in reading and writing. The data supports this need. Although our 2026 CAASPP scores show a significant improvement for English Learners in their distance from standard in ELA (+19 points to -37.9) and (+53 points to -73.4) in Math, our LTELs (although a much smaller group) lost ground in both reading and math in 2026.

In addition to the expansion of our tutoring model, OMI will be partnering with EL Achieve to bring a systematic approach to ELD in our middle school. This approach will bring a student-centered approach to planning and teaching explicit language that backward maps from meaningful grade-appropriate performance tasks. Instructional delivery is based on a gradual release model that builds receptive and expressive language by connecting thinking, reading, writing, listening, and speaking.

3. Strengthen our Special Education Department services and general education supports to reduce attrition rates and improve academic performance indicators for students with disabilities.

Although we saw increases in ELA, Math and Science (CAASPP and CAST 2026 DFS) for students with disabilities and we have steadily decreased our attrition rate from 19% to 15% in the last 3 years, there is tremendous room for improvement. We hired a very experienced and successful Special Education Director this year and she will spend the next 5 years building a

model program. Her impact was swift and powerful. IEPs met their timelines, parents felt heard, and our special needs cadets began to thrive more than ever.

Students with IEPs have their areas of need being met through direct instruction to address their IEP goals. Skills based instruction is being provided as opposed to work completion. Staff is provided with guidance and information regarding students who need support from the first day of school and throughout the year. Ongoing training is provided to Special Education staff to ensure compliance and best practices are provided for students with IEPs. General Education and Special Education teachers collaborate bi-weekly regarding student concerns and needs during ASG meetings to ensure current students with IEPs are receiving appropriate support and to discuss unidentified students who may need additional support.

4. Continue to improve conditions for learning and multi-systems of support on and off campus by refining our coordination between our Cadet Service Center, Wellness Center, and our Academic Support Groups (grade level PLCs)

For the 2026-2027 school year, the Wellness Center will be staffed with three full time mental health care professionals. This includes a School Psychologist intern, and two School Counselors, one of which is a mental health clinician. Our students will have access to behavioral health care services as needed on campus and staff and parents will be able to refer students for services through an internal referral system when a need arises. Students will also have the ability to self-refer when they need additional support. By having a fully staffed Wellness Center and highly qualified staff, we will ensure there is follow up after a concern is brought up in an ASG meeting. Every Cadet Success Team (CST) meeting will be supported by a counselor, and the Cadet Services Center will be able to refer students to the Wellness Center.

5. Continue to build upon our success with the California Community Engagement Initiative Team to deepen community and family partnerships

In early November 2025, we launched the Family Engagement Survey to ensure the voices of current OMI families, our most important stakeholders, remain central to our continuous improvement efforts. Recognizing that strong partnerships are built through personal connection, our multilingual team continues to contact families by phone and via empathy interviews to learn about their experiences and perspectives. To provide all families with the opportunity to participate, outreach is conducted in their preferred languages, including Spanish, Vietnamese, English, Mandarin, Cantonese, and Arabic.

To date, we have successfully connected with 299 families across our diverse community for in-depth, primary language conversations, while also identifying those interested in becoming more involved in schoolwide engagement events and decision-making processes. Over the next five years, OMI will build upon these connections by strengthening parent leadership pathways through groups such as the English Learner Advisory Committee and the Parent Cadet Alliance that empower families to collaborate with school leadership to advance educational equity.

6. Reach toward the goal of having all OMI cadets graduate with the Governor's Baccalaureate Diploma (a full year of CALGETC transferable credit) or the College Advantage Diploma (1 semester of CALGETC transferable credit) upon graduation.

In the two years since the inception of our accelerated Dual Enrollment diploma program, 33% of graduates in 2025 and 44% of graduates in 2026 earned a college credit enriched diploma placing them on an elevated path towards UC/CSU transferability and college degree attainment. We are almost half way there in just two years of implementation! Maintaining a close partnership with Peralta Community College District, increasing our burgeoning partnership with Cal Poly Maritime and continuing to pursue grants that support higher education collaboration, such as the Middle College Early College Grant (MCEC), the College and Career Access Pathways Grant (CCAP) and the Golden State Pathways grants (GSPP) will ensure our successful attainment of this important goal.

7. Capitalize on our GSPP, CTEIG, MCEC grants, the funding, personnel and encampment support of our CA Military Department and our partnerships with Peralta Community College District and Cal Poly Maritime to add dual enrollment capstone and experiential certifications to all of our CTE pathways in Emergency Management, Public Safety, Climate/Data Science, CIS/robotics/engineering and Cyber security/Drone operation CTE pathways

In line with goal 6, we aim to use braided funding to integrate our CTE pathways with our Dual Enrollment early college model for the experiential and competitive "dual threat" programming - the true meaning of college and career

Element 1 – Educational Program

“The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” – Ed. Code § 47605(c)(5)(A)(i)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” – Ed. Code § 47605(c)(5)(A)(ii)

“If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A to G” admissions criteria may be considered to meet college entrance requirements.” – Ed. Code § 47605(c)(5)(A)(iii)

Local Control Accountability Plan (LCAP)

Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, in accordance with Education Code section 47604.33. In accordance with Education Code section 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(c)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time, including but not limited to the following:

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.
- Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.
- To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.

Charter School shall comply with all other requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School 'shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update...' (Ed. Code § 47606.5(d))

Western Association of Schools and Colleges (WASC) Accreditation

If Charter School serves students in grades 9-12, Charter School shall obtain Western Association of Schools and Colleges (WASC) accreditation before Charter School graduates its first class of students.

Mathematics Placement Policy

If Charter School serves ninth grade, Charter School shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.

Independent Study

Charter School recognizes that a long-term independent study program (greater than 14 days per school year), is a material term of the educational program described in Charter School's petition. Therefore, if offered, Charter School's petition will contain a reasonably comprehensive description of the long-term independent study program, including how the school will comply with the legal requirements in providing such a program.

Home and Hospital Instruction

Charter School is responsible for providing both its general education and special education students with individual home instruction during any period of temporary disability when the student is unable to participate in on-campus instruction. In the case of a parent notifying Charter School of a request for home instruction, Charter School shall determine the appropriateness of home instruction services within five days of the request and shall begin home services within five days of determining eligibility. If a student disenrolls from Charter School in order to enroll with their school district of residence for home instruction, Charter School shall re-admit such students if they request re-enrollment within one calendar year from disenrollment from Charter School.

If a student with an IEP is unable to attend school due to a temporary or ongoing medical or psychological disability, Charter School shall continue to be responsible for the provision of special education and related services during that time. Home instruction for a student with an IEP or Section 504 plan shall only be provided under the following circumstances (5 CCR § 3051.4): the IEP team has recommended home instruction based on a medical report which is from the student's attending physician, surgeon, or psychologist; states the diagnosed condition; certifies that the student's condition prevents attendance in a less restrictive setting; and contains a projected calendar date for the student's return to school. Home instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. There is no provision in statute that specifically addresses instructional content; however, the goal of home instruction should be maintenance of the pupil's former level of

performance. A student with a temporary disability, who is in a hospital or other residential health facility within the boundaries of OUSD, excluding a state hospital, shall receive educational services by OUSD. A pupil with a temporary disability, who is in a hospital or other residential health facility outside the boundaries of OUSD, excluding a state hospital, shall receive educational services by the school district in which the hospital is located. Pursuant to Education Code § 48207, Charter School shall continue to enroll such students while they are receiving Hospital Instruction. Average daily attendance shall be calculated consistent with the law.

Student Enrollment and Grade Levels Served

Charter School will serve a student enrollment at each grade level and at all grade levels combined in each of the years of the term of the Charter as follows:

Grade Level	Projected Student Enrollment for Each Year By Grade Level and Total Enrollment				
	Year 1 2027–2028	Year 2 2028–2029	Year 3 2029–2030	Year 4 2030–2031	Year 5 2031–2032
6	70	70	75	80	85
7	70	70	75	80	85
8	75	75	75	75	85
9	90	100	100	100	120
10	90	95	100	100	105
11	70	75	80	90	90
12	60	65	70	75	80
TOTAL	525	550	575	600	650

Maximum enrollment for the charter term is 650 students in grades 6 through 12 combined based on physical capacity constraints. As OMI endeavors for more 11th and 12th graders to participate in dual-enrollment opportunities that would require their attendance on college campuses, this may allow for the utilization of existing classroom space to serve additional enrollees, however, OMI anticipates that enrollment capacity would not exceed 700 students.

The enrollment projections above align with the multiyear budget and cash flow projections submitted with this petition. The budget conservatively supports the educational program at the projected enrollment levels, and budgeted enrollment is updated annually through the interim reporting process as actual enrollment is realized. Projected growth reflects OMI's waitlist history, recruitment capacity, and facility capacity

Special Education

OMI shall continue to comply with all applicable State and Federal Laws in serving students with disabilities, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Act (“IDEA”). OMI serves students with disabilities at a rate of approximately 16-20% of total enrollment, consistent with OUSD and statewide averages.

OMI's Role as an LEA

OMI is its own Local Educational Agency ("LEA") for purposes of special education, in conformity with Education Code Section 47641(a). OMI is a member in good standing of the El Dorado County Charter Special Education Local Plan Area ("SELPA"). OMI's Letter of Good Standing from El Dorado SELPA is on file and was issued for SY 2025–2026, confirming full compliance with SELPA membership requirements.

Special Education Funding. As an LEA member of the El Dorado County Charter SELPA, OMI receives state special education (AB 602) apportionments through the SELPA's allocation plan, together with federal IDEA funds allocated through the SELPA. OMI budgets these funds annually for special education instruction and related services, and contributes from its general fund to cover any excess costs of serving students with disabilities, so that all services required by a student's IEP are provided without regard to funding source.

See Appendix — for letter of Good Standing from El Dorado SELPA.

IDEA Assurances

As a SELPA member LEA, OMI makes the following assurances:

- Free Appropriate Public Education ("FAPE"): OMI assures that FAPE shall be provided to all enrolled students with disabilities, including those who have been suspended from school.
- Child Find: OMI assures that all individuals with disabilities — including those not currently receiving special education services — are actively and systematically identified through OMI's Child Find obligation in accordance with El Dorado County SELPA policies.
- Full Educational Opportunity: OMI assures that all students with disabilities have equitable access to the full range of programs available to students without disabilities, including military science leadership development, dual enrollment, AP, SAT, PSAT exams, extracurricular activities, athletics and after-school programs.
- Least Restrictive Environment (LRE): OMI assures that students with disabilities are educated with students without disabilities to the maximum extent appropriate, and that more restrictive placements are made only when the nature or severity of the disability is such that education in a regular classroom cannot be achieved satisfactorily with supplementary aids and services.
- Individualized Education Program (IEP): OMI assures that a comprehensive IEP is developed, reviewed at least annually, and revised for each eligible student. Reassessments are conducted at least every three years or sooner if conditions warrant.
- Confidentiality and Procedural Safeguards: OMI assures the confidentiality of all personally identifiable information related to students with disabilities and provides procedural safeguard notices to parents in their primary language.
- Personnel Standards: OMI recruits, hires, and retains appropriately credentialed and trained personnel to provide all special education and related services, including speech-language pathology, school psychology, and specialized academic instruction.

- **State Assessments:** OMI assures that students with disabilities participate in all state assessment programs (CAASPP, ELPAC) with appropriate accommodations and modifications as specified in their IEPs or 504 plans.

SELPA Affiliation

OMI is an independent LEA for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(a). In accordance with Education Code Section 47646 and 20 U.S.C. 1413, OMI follows SELPA policies and procedures. OMI utilizes SELPA forms in seeking out and identifying, assessing, and serving students who may qualify for special education programs and services. OMI also uses SELPA forms for responding to record requests and maintaining the confidentiality of pupil records.

OMI will notify the student's district of residence and the authorizing LEA when: (1) a student with an existing IEP enrolls at OMI; (2) a student is newly identified as eligible for special education; (3) a student is determined ineligible for special education following assessment; or (4) a student with an IEP exits or transfers from OMI.

Child Find

OMI understands its responsibility to ensure that all children with disabilities who need special education and related services are identified, located, and evaluated, regardless of the severity of the disability.

OMI implements a multi-tiered instructional and support framework (RTI/MTSS) as part of its general education program; participation in such interventions shall not be used to delay or deny a referral or evaluation under the IDEA. However, OMI shall ensure that child identification occurs in a timely manner and that no procedures or practices result in delaying or denying this identification. A parent/guardian or staff member may request an initial evaluation at any time to determine if the child is a child with a disability, regardless of whether the child has participated in an RTI/MTSS framework. Special education referrals shall be made only after general education supports and interventions have been considered and provided, as appropriate. OMI may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate. No assessment or evaluation will be used for admission purposes.

OMI is an independent LEA for special education purposes, and is solely responsible for compliance with state and federal Child Find requirements. OMI shall implement policies and procedures of the SELPA in which it is a member to ensure timely identification and referral of students suspected of having a disability.

Referral for Assessment

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. OMI's internal method for referral for assessment will be through the CST. A staff member, teacher or parent may request a CST at any time to begin the referral process. Parents/guardians will be informed that special education and related services are provided at no cost to them.

A parent or guardian may request an evaluation at any time, verbally or in writing; if a request is made orally, OMI staff will offer to assist the parent or guardian in putting the request in writing (5 CCR § 3021). In the event that OMI receives a written request for evaluation, it will be solely responsible for working with the parent/guardian to address the request and shall follow SELPA policies, procedures, and timelines. OMI shall respond to a written request for assessment within 15 days.

If OMI concludes that an assessment is appropriate, the parent/guardian will receive a written Assessment Plan on or before the 15th day after OMI's receipt of the referral for assessment, in accordance with Education Code sections 56321(a) and 56043(a). The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent/guardian permission. The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's/guardian's written consent for assessment. OMI will work with the family to ensure the student is made available for assessment within this period.

If a parent or guardian disagrees with an assessment obtained by OMI, the parent or guardian has the right to request an independent educational evaluation (IEE) at public expense, and OMI will respond in accordance with 34 C.F.R. § 300.502 and applicable SELPA policies.

Assessment

OMI shall be solely responsible for conducting special education assessments deemed necessary and appropriate. The SPED coordinator and designated education specialists will be responsible for gathering all pertinent information and arranging for assessments to be conducted in all areas of suspected disability.

Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

OMI will follow the following assessment guidelines. If a conflict with SELPA policies and procedures exists, then SELPA policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an IEP meeting held within 60 days of receipt of the parent's written consent for assessment;
- The student must be evaluated in all areas related to his/her suspected disability;

- Assessments must be conducted by a person with knowledge of the student's suspected disability, and administered by trained and knowledgeable personnel and in accordance with any instructions provided by the producer of the assessments. Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;
- Assessments will be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language, and a qualified interpreter will be provided if needed;
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable; and
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's eligibility for special education. OMI will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents/guardians will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

Development and Implementation of IEP

Every student who is assessed for special education will have an IEP that documents assessment results and eligibility determination for special education services.

OMI shall be solely responsible for ensuring that all aspects of the IEP and school site implementation are maintained. OMI will provide modifications and accommodations outlined within each individual's IEP and serve each student in the LRE.

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team will include all of the following members:

- The parent or guardian of the student for whom the IEP was developed;
- The Student, if appropriate
- An administrator;
- At least one special education teacher;
- A General Education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- A SELPA Special Education Representative, if appropriate;

- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;
- Others familiar with the student may be invited as needed.

OMI will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as conferencing by telephone or meeting at the parent's home.

A copy of the IEP will be given to the parent/guardian in accordance with state and federal laws. Upon the parent or guardian's written consent, the IEP will be implemented by OMI. The IEP will include all required components and be written on SELPA forms.

If a parent or guardian revokes consent for the continued provision of special education and related services in writing, OMI will provide prior written notice before ceasing services, in accordance with 34 C.F.R. §§ 300.9 and 300.300(b).

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance;
- The rationale for placement decisions, including cogent and responsive explanations for the recommendations;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance and appropriately ambitious for his/her circumstances; The goals and objectives will also be linguistically appropriate, as per Ed Code Section 56345(b).
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided;
- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments;
- For students 16 years of age and older, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals
- The IEP shall be reasonably calculated to enable the child to make progress appropriate in light of his/her circumstances.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;

- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request);
- When an Individual Transition Plan (ITP) is required at the appropriate age;
- When OMI seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

IEP Review

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

OMI shall be responsible for conducting IEP reviews and determining necessary supports, services, placements, in accordance with SELPA policies and all applicable laws.

Unless otherwise specified on the student's IEP, parents will be informed multiple times a year of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

If a parent/guardian or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, OMI will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Special Education Strategies for Instruction and Services

OMI will offer a comprehensive inclusion program that includes co-teaching, Study Skills Classes, Push-in support, specialized individual tutoring, and extended day and year activities. Each student's IEP requires different kinds of accommodations and modifications for instruction and services; therefore, the educational strategies of the IEP will be built around the student's needs. If a student's IEP team determines that the student requires placement outside of a general education classroom, OMI will provide the necessary placement and/or services. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

Consistent with Education Code sections 56360–56361, OMI will ensure that the full continuum of program options is available to meet the needs of its students with disabilities, including, where required by a student's IEP, placement in or services from nonpublic, nonsectarian schools and agencies (NPS/NPA) under contract through the SELPA.

Interim and Initial Placements of New OMI Students

OMI shall comply with Education Code Section 56325 with regard to students transferring within the academic school year.

OMI shall provide transferring students with free and appropriate public education, including services comparable to those listed in the existing IEP.

For students transferring to the school from another school within the same SELPA, OMI, pursuant to Education Code Section 56325(a)(2), shall continue to provide services comparable to those described in the existing approved IEP, unless parents/guardians and the OMI IEP team agree to develop and implement a new IEP.

For students transferring to the school from another school within a different SELPA, OMI shall continue to provide services comparable to those described in the existing approved IEP. Pursuant to Education Code Section 56325(a)(1), these comparable services continue for a period of up to 30 days. By that time, OMI shall adopt the previous IEP or, in consultation with parents/guardians, develop and implement a new IEP that is consistent with federal and state law.

For students transferring to OMI from a school outside of California, OMI shall provide the student with a free appropriate public education, including services comparable to those described in their existing IEP. This continues until OMI conducts an assessment pursuant to Section 1414 of Title 20 of the United States Code, if determined to be necessary by OMI. OMI then develops a new IEP, if appropriate, in accordance with federal and state law.

Staffing

OMI provides services to a wide variety of students with IEPs and provides all required services listed on our students' IEPs. OMI will assume responsibility for special education staffing and service delivery. OMI will be responsible for hiring, training, and/or contracting with the staff necessary to provide special education services to its students. OMI shall ensure that all special education staff hired or contracted by OMI are qualified to provide services in accordance with all applicable laws, regulations, and SELPA policies.

It is the goal of OMI to employ at least one full time education specialist with a valid Special Education Credential, and one instructional assistant to work with no more than 28 students. The staffing number will adjust based on enrollment. The education specialists, along with the SPED coordinator and the director of climate and culture, will be the primary OMI representatives tasked with assuring that all aspects of the IEP and any possible 504 plans are properly implemented.

Special Education Coordinator will have the following duties:

- Ensure that all aspects of the IEP are followed;
- Arrange for the teacher of the student to attend the team meetings;
- Communicate with parents about progress made toward attaining the goals stated on the student's IEP, and inform them of due process procedures and rights;

- Consult regularly with the director of climate and culture to ensure that the objectives and goals of students with IEP's are being met;
- Complete the requisite paperwork, updating and filing of necessary information for initial referrals, triennial evaluations, ongoing monitoring of student progress, and appropriate provision of any/all test modifications as stipulated in the IEP;
- Maintain a central file with all special education evaluation material and IEPs in accordance with FERPA and IDEA guidelines; and,
- Provide a report of student progress on the same schedule as students in general education)

All teaching staff will also be involved in assuring that all IEPs and 504 plans are properly implemented.

Professional Development for Staff

OMI administrators, general and special education teaching staff, as well as other appropriate faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including training sponsored by OMI and/or SELPA.

OMI shall seek professional development opportunities for its staff through potential training facilitated by the County Office of Education, SELPA, colleges and universities, and private companies or agencies to ensure compliance with state and federal special education laws as well as implementation of best practices for students with disabilities.

Reporting

OMI, in collaboration with the SELPA where appropriate, will collect and maintain the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Language Learners;
- The number of students provided with test modifications and the types and number of students exempted from Statewide assessments;
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom;
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of the SPED coordinator and education specialists. The SPED coordinator will ensure that a central file with all special education evaluation material and IEP's

is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. The SPED coordinator and education specialists will oversee access to these records and will be responsible for ensuring that all providers responsible for the implementation of a student's IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP.

Procedural Safeguards

Parents or guardians of students with IEP's must give written consent for the evaluation and placement of their child, be included in the decision-making process when change in placement is under consideration, and be invited, along with teachers, to conferences and meetings to develop their child's IEP.

The school will provide the parent with a written Notice of Procedural Safeguards, which will include information on the procedure to initiate both formal and informal dispute resolutions, at least once per year. OMI will utilize the Notice of Procedural Safeguards used by the SELPA in which it is a member.

Concerns or disagreements raised by parents/guardians will be acknowledged by the school within five days. OMI shall work to arrange a meeting with the parents/guardians to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

Dispute Resolution

OMI acknowledges its responsibility to resolve disputes or defend due process complaints arising as a result of OMI's alleged failure to provide FAPE to students enrolled in the school. OMI may also initiate a due process hearing or request for mediation with respect to a student enrolled in school if it determines such action is legally necessary or advisable.

Complaint Procedures

Parents or guardians also have the right to file a complaint with OUSD, the El Dorado County Charter SELPA, and/or California State Department of Education if they believe that the school has violated federal or state laws or regulations governing special education.

Section 504 of the Rehabilitation Act

OMI recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of OMI. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the school.

OMI shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities shall be accessible for all students with disabilities in accordance with the ADA.

OMI will designate one employee to coordinate the school's compliance with its responsibilities under Section 504. A 504 team will be assembled by the wellness coordinator and shall include the parent/guardian, the student, a qualified staff member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate.

If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligent quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student is eligible for services under Section 504 must be made by the 504 team. Written notice of the eligibility determination will be provided to the parent or guardian of the student in their primary language, along with notice of the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to qualify for services and support under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, will be provided with a copy of each student's 504 Plan. The wellness coordinator will ensure that teachers include 504 Plans with

lesson plans for short-term substitutes and that they review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Oakland Military Institute Mission and Vision

OMI's Mission: *The mission of the Oakland Military Institute College Preparatory Academy is to prepare each of its cadets to qualify for, and succeed in, leading colleges and universities. OMI, through a cadet-led experience, instills honor, integrity and leadership.*

Oakland Military Institute College Preparatory Academy prepares students for success in college while building strong character, leadership, honor, and integrity through a military-style school structure. OMI develops the whole student — academically, physically, and as a citizen — through the integration of California Cadet Corps leadership principles, rigorous academic coursework, dual enrollment opportunities, and an ethos of personal responsibility and service.

OMI's Vision: Every OMI Cadet graduates college-ready, character-driven, and equipped to serve and lead their community and the world.

An Educated Person in the 21st Century. OMI believes that an educated person in the 21st century is a disciplined, adaptable learner who combines academic mastery with character and the capacity to lead. Such a person reads, writes, and reasons at a level that opens postsecondary doors; applies quantitative and scientific thinking to unfamiliar problems; communicates with precision across cultures and media; uses technology critically and ethically; and accepts responsibility for self, team, and community. In a changing economy, an educated person is defined less by any fixed body of knowledge than by the habits that sustain learning for life: integrity, initiative, perseverance, and service. OMI's Graduate Profile, set forth below, translates this definition into the specific attributes the Charter School develops in every cadet.

The Motto: Age Quod Agis. OMI leads with its motto. Age Quod Agis is a timeless Latin maxim meaning “do what you are doing,” understood at OMI as “do well whatever you do.” The motto is a daily call to mindfulness: full attention to the task at hand, free of the outside distractions that crowd adolescent life. For students coming of age amid social media, artificial intelligence, and constant digital noise, the motto builds the very habits those forces erode: the ability to direct one's own attention, to make decisions with intentionality, and to pursue self-actualization rather than distraction.

The motto is lived, not merely recited. Cadets get out of the urban center and into nature through encampments and outdoor education, for many a first experience of self-reliance, with screen time limited by design. They practice selflessness and service before self through the cadet leadership structure, in which holding rank means responsibility for others. And when cadets fall short, discipline is de-escalated: correction begins with teaching, advising, and counseling rather than removal. The motto's fullest expression in school culture is described in Section D; it frames everything that follows in this Element.

Graduate Profile

An OMI graduate — an OMI Cadet — is defined by five interlocking attributes that reflect the integration of the school's military structure and academic mission:

- 1. Academic Master:** Completes a rigorous A-G college preparatory course sequence, demonstrates mastery of core academic content, and is prepared to succeed in college coursework — demonstrated through dual enrollment pass rates, AP exam participation, and graduation from a WASC-accredited program.
- 2. Military Leader:** Demonstrates proficiency in the California Cadet Corps rank structure and leadership framework — having progressed through the BE-KNOW-DO Leader Model, served in leadership positions appropriate to their rank, and developed the self-discipline, accountability, and team-building skills that military structure instills.
- 3. Person of Character:** Lives the OMI values of honor, courage, respect, loyalty, and personal responsibility — as demonstrated in daily conduct, handling of challenges, relationships with peers and adults, and commitment to the cadet code.
- 4. Civic Contributor:** Understands and embraces citizenship responsibilities, engages in community service, values diversity, and is prepared to make a meaningful contribution to society — whether through military service, civic leadership, professional careers, community engagement, or crisis and emergency management.
- 5. Lifelong Learner:** Possesses the academic language, study skills, critical thinking habits, and growth mindset to continue learning beyond graduation. Through the JSWP College writing Program, Constructing Meaning academic language instruction, college counseling, dual enrollment experience, and hands-on outdoor and environmental education — including survival skills and encampment experiences — every cadet graduates equipped with the tools to succeed in college and throughout life.

A. Target Population and Community Need

1. Students to be Served

Oakland Military Institute serves students in grades 6 through 12, operating both a middle school (grades 6–8) and a high school (grades 9–12) on a single campus. This 6–12 model is a distinctive feature of OMI's educational design, creating a sustained, multi-year developmental pathway that allows cadets to progress through the California Cadet Corps rank structure from initial enrollment through graduation.

Oakland Military Institute was founded in 2001 to serve Oakland students who need and deserve a highly structured, academically rigorous environment that develops character, leadership, and college readiness simultaneously. Roughly 72% of all OMI cadets live in Oakland, and nearly two-thirds of them (about 64% of the school's Oakland cadets, and 46% of the student body overall) come from the city's highest-need communities — the Fruitvale, San Antonio, Eastlake, Elmhurst, Eastmont, Sobrante Park, and Brookfield neighborhoods of Fruitvale and East Oakland. These are areas that experience some of the highest rates of poverty, community violence, and educational underinvestment in Alameda County — the neighborhoods where opportunity gaps are widest and where a stable, high-expectations school can matter most. OMI exists to serve precisely these students: Oakland's high-risk, "at promise"

youth, for whom the school's military structure provides the stable, predictable, and supportive environment that research associates with improved outcomes for young people growing up in high-stress environments.

This framework reduces the nervous system's stress (fight/flight/freeze), minimizes cognitive overload, and fosters independence by replacing anxiety with behavioral and emotional security. Annual results from our CA Healthy Kids Survey substantiate the effectiveness of our program on students' perceptions of physical and emotional safety. Students report feeling safe at OMI.

Moreover, research also shows that the highly structured environment of OMI's military school model benefits high-needs students, such as those with ADHD or executive dysfunction by reducing anxiety and increasing focus through predictable routines, clear behavioral feedback, and smaller class sizes.

OMI is located in the Longfellow neighborhood of North Oakland two blocks from the MacArthur BART transfer station and the highway 580/24 interchange overpass and four blocks from West Oakland.

The Longfellow and West Oakland neighborhoods in North Oakland, from which OMI on average draws approximately 20-25% of its students, form a diverse, historically rich, and highly walkable urban area. It is rapidly evolving, featuring a unique mix of working-class roots, young professionals, and deep ties to Black history and the civil rights movement, while still seeing some of the highest crime rates in Oakland. The area is a richly mixed community with no single demographic holding an absolute majority. Recent census and community profiles estimate the population is roughly 30% to 32% African American, 29% White, 16% Hispanic/Latino, and 9% to 11% Asian.

East Oakland — Fruitvale, San Antonio, Deep East Oakland, Eastmont, and Elmhurst together represent more than 60% of OMI's Oakland enrollment. These communities are diverse, with 48% of residents identifying as Hispanic, 16% as Black, 19% as Asian, 12% as White and 3% as mixed, according to the 2020 census. The median household income is \$62,825, below the state's average of \$91,905.

Serving approximately 500 students grades 6-12 in recent years, OMI's student population is predominantly Hispanic/Latino (66%) and African American (15%), reflecting the demographics of its East Oakland enrollment area. Approximately 91% of students are socioeconomically disadvantaged (SED), 33% are English Learners (EL), 16% have IEPs (Students with Disabilities), less than 1% are foster youth, and 2% are experiencing homelessness. OMI's demographic profile underscores both the depth of need the school serves and the significance of the outcomes it achieves.

Figure— OMI Student Demographic

	Low Income	Special Education	English Learner
OMI Demographics	91%	16%	33%
OUSD Comparison Demographics	81%	17%	32%

Source: CALPADS Fall 1 (2025 Census Day)

OMI maintains a lottery-based enrollment system open to all students residing within OUSD boundaries. There are no academic prerequisites, selective admission criteria, or enrollment tests. If applications exceed available seats, a random lottery is conducted with preferences identified in Element 8. OMI actively recruits from feeder elementary and middle schools, conducts outreach at community events, and participates in Oakland's unified charter enrollment system - Oakland Enrolls. Students with IEPs, English Learners, foster youth, and students experiencing homelessness are all eligible for enrollment and are actively served at OMI.

Please see Element 7 - Means to Achieve Student Population Balance for information on student recruitment efforts, including the following:

- Outreach to families in poverty, academically low-achieving students, students with disabilities, linguistically diverse families, and other youth at risk of academic failure

Please see Element 8 - Admission Policies and Procedures for information on student admission and enrollment processes and procedures, including:

- Target re-enrollment rate
- Ongoing student recruitment efforts

2. Community Needs

Overall Community Needs

Lack of quality High School and Middle School options for families

The communities from which OMI draws its enrollment, suffer from historically low academic outcomes. Data from the 2025 Families in Action Oakland report* indicates that 63% of Oakland public school students scored below proficiency in ELA and upwards of 71% below proficiency in Math with only 8% of English Learners reaching grade level. Furthermore, Oakland public schools posted a 29% chronic absenteeism rate in 2025, further impeding adequate academic progress. These barriers predictably inhibited college readiness outcomes as just 54% of Latinx, 50% African American and 54% of Low Income students graduate qualifying for the UC or CSU system [A-G completers]. All of this underscores the need for quality secondary options for families - secondary options that prioritize college readiness and standards of excellence.

*Families in Action Oakland 2024 Data Report. Families in Action Oakland, 2025

Academic Performance Overview

As evident below, OMI's data demonstrates its many strengths, areas of significant growth, areas where it is effectively investing focused resources and attention and its overarching commitment to continuous growth.

Figure — Similar School Comparison

Similar School Comparison: EL (35%+) and Low Income (90%+)		
CAASPP 2026	% Met or Exceeded Standard	% Met or Exceeded Standard

	on ELA	on Math
Oakland Military Institute College Preparatory Academy	54.6%	31.8%
OUSD Similar Schools	Average %	Average %

The community and student needs are exemplified by the academic metrics of the state assessment. On the 2026 CAASPP assessment, only ____ of OUSD 11th graders attending school serving similar populations (EL = 35% + and FRPM = 90%+) met or exceeded the standard in ELA and only ____ met or exceeded the standard in math. Likewise, middle schools serving similar populations only ____ met or exceeded the standard in ELA and only ____met or exceeded the standard in math.

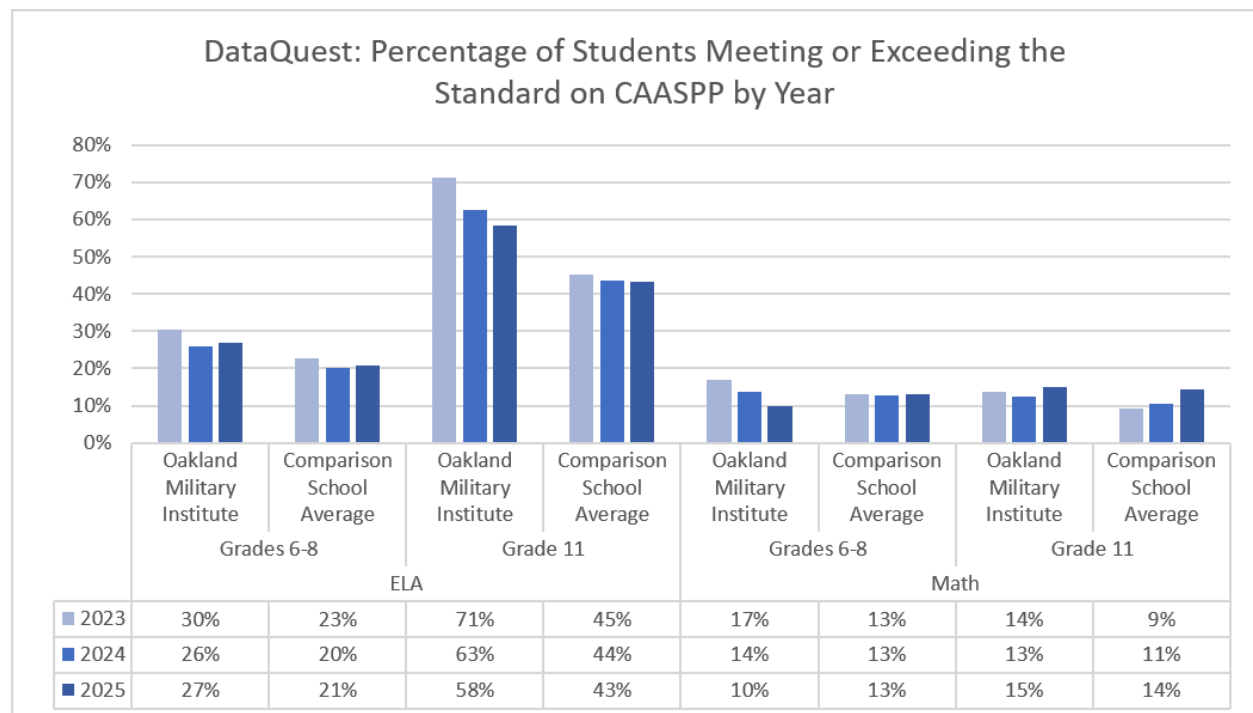


Figure — DataQuest: Percentage of Students Meeting or Exceeding Standard on CAASPP by Year, OMI vs. Comparison School Average

OMI outperforms the Oakland District schools serving similar student populations on the key renewal indicators: its cadets are substantially closer to standard in both ELA and Math, and its chronic absenteeism rate, College/Career Indicator, and graduation rate exceed those of each comparison school. The full similar-schools comparison table is set forth in the Executive Summary (Dashboard Performance) and is not restated here.

OMI Provides the Students It Serves with Unique, Innovative Options

The 6–12 continuum is intentional and programmatic. Students who enter in 6th grade develop foundational military knowledge, drill skills, and character habits during the middle school years (Grades 6–8). By the time they reach 9th grade, they are prepared to serve in NCO leadership roles and take on mentorship responsibilities for incoming cadets. They are also prepared to begin the college preparatory sequence at a higher level of maturity and self-discipline. This vertical alignment is a documented strength of OMI's WASC-reviewed educational model.

The military school model is an innovative approach to education that shifts focus from rote memorization to "whole-person" development. It produces exceptional college readiness outcomes by combining rigorous academics with a highly structured environment that fosters discipline, time management, and practical leadership. Structured Environment and Accountability: The military model eliminates the "sink or swim" approach of traditional education. By providing a predictable, balanced routine that carefully schedules academics, study halls, and physical training, students develop deep time management and organizational skills.

- Real-World Leadership Training: Leadership is treated as a daily practice rather than an abstract concept. Through a proven Cadet Corps pacing guide, cadets are placed in real-life supervisory roles, teaching them decision-making, conflict resolution, and accountability to their peers.
- Integrated Character and Values Education: Schools prioritize honor, integrity, and duty alongside standard academics. This emphasis on "whole-person" development cultivates the resilience needed to overcome obstacles in higher education.
- Focus on Merit and Personal Responsibility: Success is based on personal merit, ensuring students build the self-confidence required to advocate for themselves in university environments.

Needs of Sub-Groups

Many Oakland students from historically underserved communities—including low-income students, English Learners, foster youth, students with disabilities, and first-generation college-bound students—benefit from educational environments that combine rigorous academics with consistent expectations, strong adult relationships, individualized academic support, and comprehensive college and career guidance. OMI's structured college-preparatory model is designed to provide these supports while maintaining high expectations for all students.

Oakland's African American and Hispanic/Latino students have historically experienced disparities in academic outcomes due to inequitable access to educational opportunities. OMI seeks to address these disparities through rigorous instruction, extended academic support, leadership development, and a college-going culture that promotes high achievement for all students. OMI has historically enrolled sizeable numbers of economically disadvantaged students, English Learners, and students from diverse racial and ethnic backgrounds (91% unduplicated count). Further, it is well-known that OMI draws substantial numbers of Oakland students with considerable behavioral disorders identified within and outside of the special education spectrum of disabilities, which OMI equips itself to serve with honor.

Figure — Chart Displaying Examples of Subgroups and Educational Needs

Student Subgroup	Educational Needs	Why OMI is well positioned
<i>Low-Income</i>	<i>Consistent academic expectations, college readiness, structured learning environment</i>	<i>OMI's structured college-preparatory program, leadership development, uniforms, and high expectations create a stable learning environment that supports academic persistence</i>
<i>English Learners</i>	<i>Explicit academic language development, literacy support, and access to rigorous coursework while developing English proficiency</i>	<i>Approximately one-third of OMI students are English Learners, indicating that serving multilingual learners is already a core part of the school's population. OMI's English Learner support program — including designated and integrated ELD delivered through QTEL and EL Achieve, with targeted support for long-term English Learners and newcomer students — is described in the English Learner Support Program section of this Element.</i>
<i>Students with Disabilities</i>	<i>Inclusive instruction, differentiated teaching, related services, transition planning</i>	<i>OMI provides services through an inclusive model with specialized academic instruction, counseling, speech therapy, and transition services based on individual IEPs.</i>
<i>Foster Youth</i>	<i>Stable relationships, coordinated support services, attendance interventions, social-emotional supports</i>	<i>OMI explicitly identifies and serves foster and homeless students through its special education and student support systems, consistent with IDEA requirements.</i>
<i>1st generation college-bound students</i>	<i>College knowledge, mentoring, executive functioning skills, rigorous coursework, advising</i>	<i>OMI's mission emphasizes preparing students for competitive colleges through structured academics, leadership, and college counseling.</i>

Please see **Element 1 - Educational Program, Section G - Special Populations: Identification, Remediation, & Acceleration** of this petition for more information about how our educational model serves these various groups of students.

Basic Learning Environment

OMI operates a site-based, classroom-based instructional program at its campus at 3877 Lusk Street, Oakland, with additional instructional space at 880 39th Street, Building B. All students attend in person on a common bell schedule; instruction occurs in teacher-led classrooms supplemented by laboratories, field experiences, CACC leadership activities, and technology-supported learning.

Limited Independent Study

Independent study at OMI is an individualized flexibility, available on a case-by-case basis with the approval of the Superintendent or designee, for cadets who are temporarily unable to attend in person or whose documented circumstances otherwise make independent study the appropriate means of maintaining academic progress, such as illness or injury recovery, a family emergency, a health condition that would be put at risk by in-person instruction, or similar individual needs. Most placements are expected to be short-term (14 or fewer school days per school year). Where an individual cadet's need persists or are anticipated to last 15 school days or greater, OMI may approve independent study beyond the short-term. Long-term independent study will remain limited, individualized, and incidental to OMI's classroom-based program; it is not, and is not intended to become, a significant component of the educational program. Because independent study exceeding 14 days per school year may be offered to individual cadets, OMI provides the following description of the program and its compliance with the independent study statutes, Education Code sections 51745 through 51749.6, applicable regulations (5 CCR 11700 et seq.), and OMI's Board-adopted Independent Study Policy and Administrative Regulation (BP/AR 6158).

The Superintendent or designee approves participation only where the cadet demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently, or where the placement is necessary to protect the cadet's health, and only where experienced certificated staff are available to provide effective supervision. A cadet whose academic performance is below grade level may participate with the supports provided by OMI for the cadet to succeed in the placement, such as supplemental instruction, tutoring through OMI's high-impact tutoring program, counseling, ongoing assessment, and differentiated materials; those supports are written into the cadet's independent study agreement. Each placement is approved for a defined period tied to the underlying need, and the teacher of record and the independent study administrator review the placement at regular intervals, and in no case less than once per grading period, to confirm that the cadet is progressing and that independent study remains the appropriate setting. A cadet who is not making satisfactory progress is subject to the tiered re-engagement process described below, and, following the required student-parent-educator conference, may be returned to the classroom-based program, which remains the default setting for every OMI cadet.

Each cadet approved for independent study is assigned a supervising teacher of record: a certificated OMI teacher who consents to the assignment and under whose general supervision the cadet's independent study is coordinated, evaluated, and carried out in accordance with Education Code sections 44865 and 51747.5 and 5 CCR 11700. The teacher of record serves as the cadet's single point person for the duration of the placement. The teacher of record

liaises with the subject-matter teachers for each course on the cadet's assigned course schedule to ensure continuity of assignments, pacing, and standards alignment, so that the cadet progresses through the same courses, with the same adopted curriculum, as the cadet's classmates. Where classroom methodologies do not translate directly to the independent study setting, such as laboratory work, seminar discussion, or group performance tasks, the teacher of record works with the subject-matter teachers to vary the lessons, materials, and modes of demonstration while keeping the curriculum and the standards assessed the same. The teacher of record completes and signs the required portions of the written independent study agreement, supervises and approves coursework in consultation with subject-matter specialists, maintains records of assignments given and due, meets with the cadet to review progress, and assesses work and assigns grades in consultation with the subject-matter teachers.

Independent study at OMI is substantially equivalent in quality and quantity to classroom instruction, enabling participating cadets to complete OMI's adopted course of study within the customary timeframe (5 CCR 11700, 11701.5). Cadets on independent study retain access to the same services, resources, rights, and privileges available to all cadets, including the Wellness Center, counseling, high-impact tutoring, English learner supports, and college and career services, and remain members of their company with their leadership standing intact, consistent with OMI's mission that every cadet, in the words of the school motto, does well whatever they do, wherever they are doing it. Every participating cadet has access to internet connectivity and a school-issued device adequate to participate and complete assigned work through OMI's one-to-one Chromebook program (Education Code 51747), and OMI does not provide independent study cadets or their families with funds or items of value not provided to other cadets (Education Code 46300.6, 51747.3). The ratio of average daily attendance for independent study cadets to certificated employees will not exceed the equivalent ratio for all other education programs at OMI (Education Code 51745.6, as amended by Assembly Bill 126 (2026)).

For each participating cadet, OMI executes a written independent study agreement meeting the content and signature requirements of Education Code section 51747 before commencement of independent study, specifying, among other required terms, the duration of the placement, the frequency of assignments and reporting, the objectives and methods of study, and the methods used to evaluate work. Consistent with the Board-adopted policies required by Education Code section 51747(a) and (b), no more than fourteen school days may elapse between the date an assignment is made and the date it is due, and a cadet who fails to complete 15 percent or more of assignments within the period specified in Board policy, or whose educational progress falls below satisfactory levels under the indicators specified in Board policy, is evaluated to determine whether independent study remains in the cadet's best interests, with a written record of each evaluation maintained as a mandatory interim pupil record for three years. Consistent with Education Code section 51747 as applied to OMI's grade span, cadets in grades 6-8 on independent study receive daily live interaction and weekly synchronous instruction, and cadets in grades 9-12 receive weekly synchronous instruction, provided by or under the direction of the teacher of record. OMI maintains tiered re-engagement procedures for cadets who are not generating attendance or making satisfactory progress, and provides student-parent-educator conferences as required. OMI maintains records of each cadet's assignments and work

products as required by law, including, consistent with Education Code section 51747.5 as amended by Assembly Bill 126 (2026), at least one completed work product in each of English language arts, mathematics, history-social science, and science for each of the three attendance periods of the school year, or, where a cadet is not enrolled in one or more of those subject areas during an attendance period, four completed work products representative of the cadet's course schedule during that period. Attendance is credited based on the time value of pupil work product as personally judged and certified by the teacher of record (Education Code 51747.5).

Participation in independent study is voluntary, and no cadet will be required to participate; the classroom-based program remains available to every cadet at all times, and a cadet who elects to return to in-person instruction will be transitioned back expeditiously, and in no case later than five instructional days. A cadet with disabilities may participate in independent study only if the cadet's IEP or Section 504 plan specifically provides for it, with the IEP team making an individualized determination that the cadet can receive FAPE in an independent study placement; a temporarily disabled cadet entitled to individual instruction pursuant to Education Code section 48206.3 receives home and hospital instruction as described above, not independent study (Education Code 51745). English learners on independent study continue to receive designated and integrated ELD consistent with their classroom-based entitlements. The Superintendent or designee serves as the independent study administrator, facilitating agreements, approving attendance credit, and completing required records and reports. In no event will OMI provide, or claim apportionment for, independent study in excess of the amount authorized for classroom-based charter schools.

B. Philosophy and Approach to Instruction

How Learning Best Occurs. OMI believes learning best occurs when students feel physically and emotionally safe; when expectations are high, explicit, and consistent; when instruction is rigorous, standards-aligned, and delivered through multiple means of engagement and representation; when every student holds real responsibility and receives timely feedback; and when families are partners in the work. The structured military framework exists to create precisely these conditions: predictable routines lower barriers to learning, the cadet leadership hierarchy gives every student authentic responsibility and belonging, and the tiered support system ensures that struggle is met with intervention rather than anonymity. The instructional philosophy and methodologies that implement these beliefs are described in the remainder of this Section.

Educational Philosophy

The conditions for learning described above are the foundation on which OMI's educational philosophy rests: structure that reduces distraction, routines and consistency that reduce stress and anxiety, and a safe, predictable environment in which learning can be what it is meant to be, joyful and shared. Once those conditions are in place, the philosophy takes hold. Oakland Military Institute is founded on the unwavering belief that every student can achieve at high levels when provided equitable access to rigorous learning, meaningful relationships with caring adults, personalized support, and authentic opportunities to develop leadership and character.

OMI's educational philosophy is grounded in educational equity, recognizing that students arrive with diverse experiences, strengths, cultures, languages, identities, and learning needs. Accordingly, the school allocates resources, instructional supports, and interventions based on student need to ensure every cadet has access to the academic, social-emotional, and leadership experiences necessary to graduate prepared for college, career and civic leadership.

CA Cadet Corp Framework

OMI's instructional model integrates the California Cadet Corps educational framework with evidence-based instructional practices that promote academic excellence, leadership development, positive school culture, and continuous improvement. The California Cadet Corps provides the organizational structure through which students develop responsibility, integrity, self-discipline, teamwork, service, and leadership while experiencing a physically and emotionally safe learning environment characterized by high expectations, mutual respect, and belonging. Leadership is intentionally developed through a progression of increasingly complex opportunities, including Cadets Leading Cadets, student leadership positions, service learning, peer mentoring, cadet-led conferences, and participation in school governance. These experiences cultivate agency, responsibility, collaboration, and the habits of mind necessary for lifelong success.

Early College Model

OMI's college preparatory program is designed to ensure that every graduate leaves academically prepared to succeed in postsecondary education without remediation. Students engage in a rigorous A-G aligned curriculum enhanced through extensive dual enrollment opportunities with local colleges that enable cadets to earn CALGETC transferable college credit while completing high school. The Dual Enrollment Program and the Governor's Baccalaureate Diploma are described in full in Section C, below.

Dual Enrollment capstone courses for high-demand, high wage career pathways:

Emergency Management Pathway

OMI's Emergency Management pathway prepares students for careers in emergency preparedness, disaster response, homeland security, and public service. Instruction is provided by members of the California State Guard and California National Guard in partnership with Cal Poly Maritime, exposing students to emergency operations, incident command systems, disaster planning, logistics, and crisis management through project-based learning and real-world applications while developing leadership, teamwork, and problem-solving skills.

Public Safety Pathway

The Public Safety pathway introduces students to careers in law enforcement, fire services, emergency medical services, and criminal justice. Taught by California State Guard and California National Guard personnel in partnership with Merritt College, students explore criminal justice, constitutional law, ethics, public safety systems, and community engagement while building leadership, communication, and critical thinking skills through dual enrollment and career-focused instruction.

Computer Information Systems Pathway

OMI's Computer Information Systems pathway equips students with technical skills in computer science, programming, cybersecurity, networking, information technology, and emerging technologies. Students have the opportunity to earn California Cadet Corps Drone Operator and cybersecurity CompTIA certifications, gaining hands-on experience in unmanned aerial systems, digital security, and responsible technology operations. The pathway culminates in a Peralta Community College dual enrollment capstone, allowing students to earn transferable college credit while completing advanced coursework that prepares them for postsecondary education and high-demand careers in information technology, cybersecurity, aviation technology, and related STEM fields.

Data and Climate Science Pathway

The Data and Climate Science pathway, offered in partnership with Peralta Community College through dual enrollment, prepares students for emerging careers in environmental science, sustainability, and data analytics. Students develop skills in data collection, statistical analysis, climate science, and research while applying technology to address real-world environmental challenges through interdisciplinary, project-based learning experiences.

Personalization and Learner Variability

Instruction throughout the Charter School reflects the principles of Universal Design for Learning (“UDL”), ensuring that rigorous learning is accessible to every student through multiple means of engagement, representation, and action and expression. Teachers proactively design lessons that anticipate learner variability by providing flexible pathways for students to access content, demonstrate understanding, collaborate with peers, and engage in meaningful academic discourse. This proactive approach reduces barriers to learning while maintaining consistently high academic expectations for all students.

OMI implements a comprehensive Multi-Tiered System of Supports (“MTSS”) integrating academic, behavioral, attendance, and social-emotional systems; the full three-tier framework, with its named programs and identification criteria, is described in Section G, below.

Vertically Aligned College Prep Standards 6-12

OMI's instructional program is grounded in the belief that rigorous learning occurs when students actively construct understanding through productive struggle, academic discourse, inquiry, and authentic application of knowledge. Teachers intentionally design learning experiences that require students to analyze, evaluate, create, and defend evidence-based claims, solve complex problems, and collaborate with peers. Across disciplines, students are expected to assume increasing ownership of their learning while developing the critical thinking, communication, and self-management skills necessary for success in college and beyond.

English Language Arts instruction incorporates academic vocabulary and a research-based common writing formula to develop analytical thinking, evidence-based writing, and effective communication across all content areas. Literacy instruction is further strengthened through implementation of a Science of Reading framework at the middle school level, ensuring explicit, systematic instruction in foundational literacy, language comprehension, vocabulary development, fluency, and disciplinary literacy. Students regularly engage with complex texts,

academic writing, structured discussion, and research to develop the literacy competencies expected for college readiness.

Embedding Language Standards Across the Curriculum

OMI recognizes multilingualism as an asset that enriches both individual students and the broader school community. Instruction for English Learners follows EL Achieve's Constructing Meaning and Systematic ELD frameworks, with designated and integrated English Language Development across the curriculum; the full EL instructional model is described in Section G, below.

Breaking Down the Biggest Barrier to College Eligibility (A-G) - Math

Mathematics instruction emphasizes conceptual understanding, reasoning, problem solving, productive struggle, and mathematical discourse. Teachers implement the Silicon Valley Mathematics Initiative's Teaching for Robust Understanding ("TRU") framework together with Building Thinking Classrooms in Mathematics to create classrooms where students collaboratively solve cognitively demanding tasks, justify mathematical reasoning, critique the thinking of others, and develop perseverance while in rotating stations and vertical classroom structures. These instructional approaches increase student engagement while strengthening conceptual understanding and mathematical agency.

HIT – After 2 years of scaling up our math tutoring program, OMI and its Board of Directors have made a commitment to investing in tutoring as a core component of OMI's instructional approach, even expanding to tutor support for English Learners in reading and writing. Our tutoring design is characterized by strong tutor-student relationships, frequent sessions, small group sizes (no more than three students per tutor), high-quality materials aligned with the curriculum, and data-informed practices. Tutor experiences span the cadets' academic day (push in, pull out and tutorial elective) as well as before school, after school, weekends and intersessions. Our tutor cadre receives training, supervision and paid time to plan, observe and coordinate with the classroom teacher of the assigned grade level.

Collaboration and Professional Learning built into the School Day and Week

Instructional quality is strengthened through a comprehensive professional learning system that promotes continuous improvement. Teachers participate in ongoing coaching cycles emphasizing standards-based planning, formative assessment, culturally responsive pedagogy, lesson design, and evidence-based instructional decision-making. Professional Learning Communities operate at both the grade and department level, as described in the Professional Development section, below.

School Culture of Belonging, Safety and Leadership

OMI believes that positive school culture is foundational to academic achievement. The school explicitly teaches leadership, self-regulation, resilience, and responsible decision-making through Safe & Civil Schools Stoic Framework and Coaching Champs, a data-driven, positive behavior support (PBS) program designed to help educators create orderly, safe, and productive learning environments. At the core of this approach is the STOIC framework, which serves as

an overarching umbrella for managing school and classroom behavior, paired with targeted professional development and coaching with Coaching CHAMPS. These approaches reinforce the school's expectations for leadership, accountability, perseverance, respect, and service while equipping students with strategies for emotional regulation, conflict resolution, and productive collaboration.

Positive Behavioral Interventions and Supports ("PBIS") provide the school's integrated behavioral framework for establishing, teaching, reinforcing, and celebrating positive behavior. Behavioral expectations are explicitly taught, consistently reinforced, and monitored using schoolwide data to ensure equitable implementation across student groups. Extensive recognition programs celebrate academic achievement, attendance, leadership, citizenship, service, character, growth, and demonstration of OMI's core values. Staff, students, and families are regularly recognized for contributing to a positive school climate that supports engagement and learning.

A defining characteristic of OMI's educational model is its commitment to ensuring that every student is known well by multiple caring adults. The school maintains an approximate 7:1 student-to-adult ratio, allowing staff to provide personalized academic monitoring, mentoring, coaching, and intervention. Every cadet is connected to adults who monitor academic performance, attendance, behavior, wellness, leadership development, and college readiness through ongoing communication with students and families.

This personalized support system is organized through grade-level Academic Support Groups that implement the BARR model. The ASG care-team model is described in full in Section G, below.

Integrated Military and Civilian Model

Each Academic Support Group is strengthened by Tactical Non-Commissioned Officers ("TAC NCOs"), whose responsibilities encompass teaching, advising, and counseling students while serving as integral members of each Professional Learning Community. TAC NCOs collaborate with teachers, counselors, administrators, and families to reinforce leadership development, monitor student progress, facilitate communication, coordinate interventions, and ensure continuity of support across all aspects of the student experience. TAC NCO's, among a multitude of roles on campus, facilitate the cadet-led Brigade, Battalions, companies, platoons and squadrons, physical education, outdoor education and various leadership certification encampments.

Cadets Leading Cadets

The California Cadet Corps leadership curriculum teaches cadets to "learn by leading," placing senior cadets in charge of teaching, mentoring, and planning for junior cadets. Headquarters is run by our highest ranking cadet, the Cadet Commander, and her executive team. Classroom and company roles also place junior cadets in leadership apprenticeship experiences with their peers. Through progressive leadership schools and hands-on staff roles, students gain real-world experience in command, project management, communication, and small-unit

leadership. The cadet commander and her team also play an active role in the Board of Directors meetings, cabinet and Grizzly Family Nights.

Students are also active participants in evaluating and directing their own learning. Through cadet-led conferences, students analyze evidence of academic growth, reflect on leadership development, establish meaningful goals, and communicate progress with families. This process develops metacognition, self-advocacy, ownership of learning, and shared responsibility among students, educators, and families.

OMI extends student learning beyond traditional academics through the CA Cadet Corps, which provides structured opportunities for purpose exploration, service learning, leadership development, career awareness, survival skills certifications and community engagement. These experiences deepen students' understanding of themselves, strengthen civic responsibility, and reinforce the transferable competencies necessary for postsecondary success. Service learning is emphasized by **OMI Cares** – a cadet-led and cadet-founded community service organization that leads such initiatives as elementary “Read ins,” community clean ups, food bank supplying and serving and the coordination of peer tutoring on campus.

Continuous Improvement Mission Driven

The effectiveness of OMI's educational program is evaluated through a comprehensive continuous improvement process aligned with the California School Dashboard, the Local Control and Accountability Plan, and the school's charter performance goals. School leaders, teachers, TAC NCOs, students, families, and the governing board regularly examine multiple measures of student success, including academic achievement, student growth, English Learner progress, graduation rates, college readiness, attendance, chronic absenteeism, suspension rates, school climate, and postsecondary outcomes. These data are disaggregated by student subgroup to identify disparities, evaluate the effectiveness of interventions, and inform strategic decision-making. Through systematic cycles of inquiry, implementation, evaluation, and refinement at the grade and department level, OMI continuously strengthens instructional practice and organizational effectiveness to ensure equitable outcomes for all students.

Collectively, these integrated systems reflect Oakland Military Institute's commitment to excellence, equity, continuous improvement, and whole-child development. OMI combines the leadership framework of the California Cadet Corps with evidence-based instructional practices, a comprehensive Multi-Tiered System of Supports, Universal Design for Learning, personalized student supports, and a rigorous college preparatory curriculum. Through this combination, OMI fulfills its mission of developing graduates who possess the knowledge, skills, character, leadership, and resilience necessary to thrive in higher education, careers, military service, and civic life. These graduates also contribute positively to their communities and society.

C. Educational Program

OMI's Instructional Program Alignment to Charter Renewal Criteria

As required by the WASC accreditation provision of the District Required Language above, OMI has maintained full WASC accreditation, with a six-year term through 2029; Visiting Committee commendations are illustrated in Sections C through E of this Element.

Charter Renewal Criterion	OMI Educational Program Evidence
Education Code §47605(c)(5)(A): Educational Program	OMI presents a coherent educational program that integrates the California Cadet Corps leadership framework with a rigorous college preparatory curriculum aligned to California Content Standards. Instruction combines academic rigor, leadership development, character education, social-emotional learning, and personalized supports to prepare students for college, career, military service, and civic leadership
Educational Philosophy	The philosophy is grounded in educational equity, high expectations, whole-child development, leadership, personalized learning, and college readiness. Every cadet is expected to graduate prepared for postsecondary success regardless of background, ability status or prior achievement.
Instructional Methods	Instruction incorporates UDL, explicit instruction, collaborative learning, inquiry-based learning, common formative assessments, productive struggle, and culturally and linguistically responsive pedagogy. The following methodologies are fundamentally underpinned by constructivism and social constructivism—the idea that students construct knowledge and understanding through active activity, problem-solving, and social discourse rather than passively receiving information and evidence-based methodologies rooted in the Science of Reading - highly explicit, systematic, and diagnostic: Core Learning's Close Reading Strategies, Ancora's 3rd Quest, Jane Schaffer's College Writing Program, EL Achieve's core programs - Constructing Meaning, SVMl's TRU Framework, and Building Thinking Classrooms in Mathematics.
Standards-Based Curriculum	The curriculum is fully aligned to California State Standards, A-G requirements, California English Language Development Standards, and the California Cadet Corps curriculum. Dual enrollment and the Governor's Baccalaureate Diploma extend learning beyond minimum graduation requirements.

College and Career Readiness	Students participate in dual enrollment, leadership development, service learning, academic writing, inquiry, research, and college preparatory coursework that develops the competencies necessary for higher education and future careers.
Educational Equity	OMI allocates resources according to student need and ensures equitable access to rigorous coursework through differentiated instruction, MTSS, UDL, and targeted interventions, such as high impact tutoring. Instruction values multilingualism and cultural assets while maintaining consistently high expectations for every student.
English Learner Program	English Learners receive integrated and designated ELD through System 44 and EL Achieve's Constructing Meaning framework. Academic language development is embedded across disciplines with ongoing monitoring of English language proficiency and reclassification progress.
Students with Disabilities	Universal Design for Learning (UDL), differentiated instruction, inclusive practices, study skills, push in support and coordinated MTSS provide access to grade-level curriculum while Individualized Education Programs guide specialized supports and related services.
MTSS	Academic, behavioral, attendance, and social-emotional supports are integrated into a comprehensive MTSS framework anchored in our ASGs, Cadet Service Center and our Wellness Center. Student progress is monitored using multiple data sources, and interventions increase in intensity according to student need.
Positive School Climate	California Cadet Corps, PBIS, Coaching Champs, Safe & Civil Schools Stoic Framework, extensive recognition systems (including Grizzly Family Nights, formations and ceremonial events), and leadership opportunities create a safe, orderly, inclusive, and supportive school culture.
Student Leadership and Youth Development	Leadership development is embedded throughout the program through Cadets Leading Cadets, student leadership positions, cadet-led conferences, mentoring, service learning. Leadership competencies are intentionally taught and practiced.
Family Engagement	Families participate through cadet-led conferences, CSTs, ongoing communication with TAC NCOs and teachers, Monthly Grizzly Family

	Nights, ELAC, Fall and Spring Festivals, recognition events, CEI Team, IEP teams and collaborative academic planning through the LCAP engagement process.
Continuous Improvement	Core Learning coaching, Professional Learning Communities, grade-level Academic Support Groups, BARR implementation, classroom observations, formative assessment, and instructional coaching support ongoing refinement of instructional practice.
Data-Driven Decision Making	Teachers and leadership teams regularly analyze classroom assessments, benchmark data, California Dashboard indicators, attendance, behavior, graduation progress, English Learner performance, and subgroup outcomes to identify needs and improve instruction.
Organizational Coherence	Every instructional system—including leadership, academics, intervention, school culture, professional learning, and family engagement—is intentionally integrated into a coherent educational model focused on student success.

OMI's educational program is built on the integration of four mutually reinforcing systems:

- (1) college preparatory academic rigor aligned to the University of California A-G requirements, College Advantage & Governor's Baccalaureate dual enrollment 9-12 and structured college writing program 6-12;
- (2) The CACC military leadership development program embedded across all grade levels (6–12);
- (3) A whole-child support structure including Academic Support Groups (MTSS, BARR model), cadet led conferences & SEL advisory, and a Wellness Center and
- (4) Outdoor education in the form of leadership & CTE certification encampments, Bivouac, Survival, community clean ups and interdisciplinary character development experiences to achieve full self-actualization. The deliberate integration of these four systems — rather than treating them as separate programs — is what distinguishes OMI's educational model.

Figure I.1a — OMI School Model Overview



Figure I.1b — OMI School Model: Four Pillars of the Military-Academic Model

Design Principles

OMI's educational program is organized around five core design principles that reflect both the school's mission and its unique model:

Principle 1 — Academic Excellence and College Readiness: Every OMI student, regardless of grade level, background, or current academic standing, is on an A-G college preparatory track. OMI does not offer non-college-preparatory "tracks." All high school courses that appear on transcripts are WASC-accredited and UC/CSU A-G approved. OMI supplements the A-G sequence with Advanced Placement courses, dual enrollment through Laney and Merritt Colleges (350 enrollments, 96% pass rate), and the Governor's Baccalaureate Diploma program.

Principle 2 — Military Leadership and Character Development: The California Cadet Corps program is not an elective — it is embedded into the school structure as a core instructional strand. Daily formations, military courtesies, cadet rank, drill, physical training (PT), and unit responsibilities are part of every student's experience every school day. This structure builds the self-discipline, time management, teamwork, and accountability skills that research associates with academic persistence and college success.

Principle 3 — College and Career Readiness Through Real-World Experience: OMI goes beyond A-G coursework to provide students with authentic college and career experiences. These include dual enrollment college credit, CTE pathways in Public Safety and Emergency Response and Computer Information Systems, CACC leadership certifications, and SAT/PSAT preparation. Students also receive individual college counseling beginning in 9th grade and college campus experiences: camps, tours and early college coursework. The CCI's improvement from 65% to 80% in 2026 reflects the impact of these combined investments.

Principle 4 — Civic Engagement and Service: The CACC curriculum embeds citizenship, patriotism, and community responsibility into every grade level's instructional program. Students study California government and state history, engage in community service projects through OMI Cares, learn emergency preparedness and disaster response, and examine concepts of diversity and civic identity. Monthly Grizzly Family Nights bring the school community together as active participants in OMI's mission.

Principle 5 — Social-Emotional Learning and Whole-Child Wellness: OMI's ASG (Building Assets, Reducing Risks) framework, advisory program, Wellness Center, and MTSS infrastructure via ASGs and the Cadet Service Center are designed to ensure that no student falls through the cracks. The ASG model creates intentional staff-student relationships and uses real-time data to identify and respond to at-risk students before they disengage. These structures have contributed directly to OMI's dramatic improvement in Chronic Absenteeism (25%→12%) and dropout rate (19.2%→6.8%).

California Cadet Corps Military Science and Leadership Program

OMI's military program operates under the authority of the CACC, governed by California Military and Veterans Code Section 500 et seq. and CACC Regulations. The CACC Leader Model defines the attributes a leader must BE (character, values, integrity) and the competencies a leader must DO (Lead, Develop, Achieve). Instruction scales through three framework levels — Section A (Self-Mastery/Junior Cadet), Section B (Followership/NCO level), and Section C (Strategic Leadership/Officer level) — creating a developmental continuum that spans all 7 grade levels at OMI.

**Figure 9 — CACC Curriculum: Four Instructional Strands
Grades 6-12 Scope and Sequence**



Figure 9 — CACC Curriculum: Four Instructional Strands, Grades 6–12

**Figure 10 — OMI Cadet Promotion Pathway
Grade-by-Grade Rank Progression (Grades 6-12)**

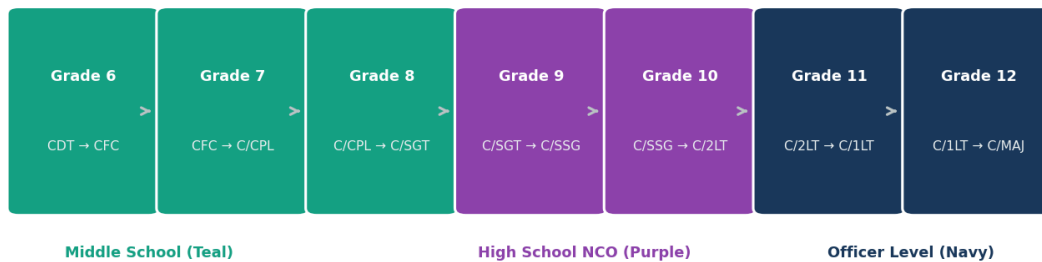


Figure 10 — OMI Cadet Promotion Pathway: Grade-by-Grade Rank Progression

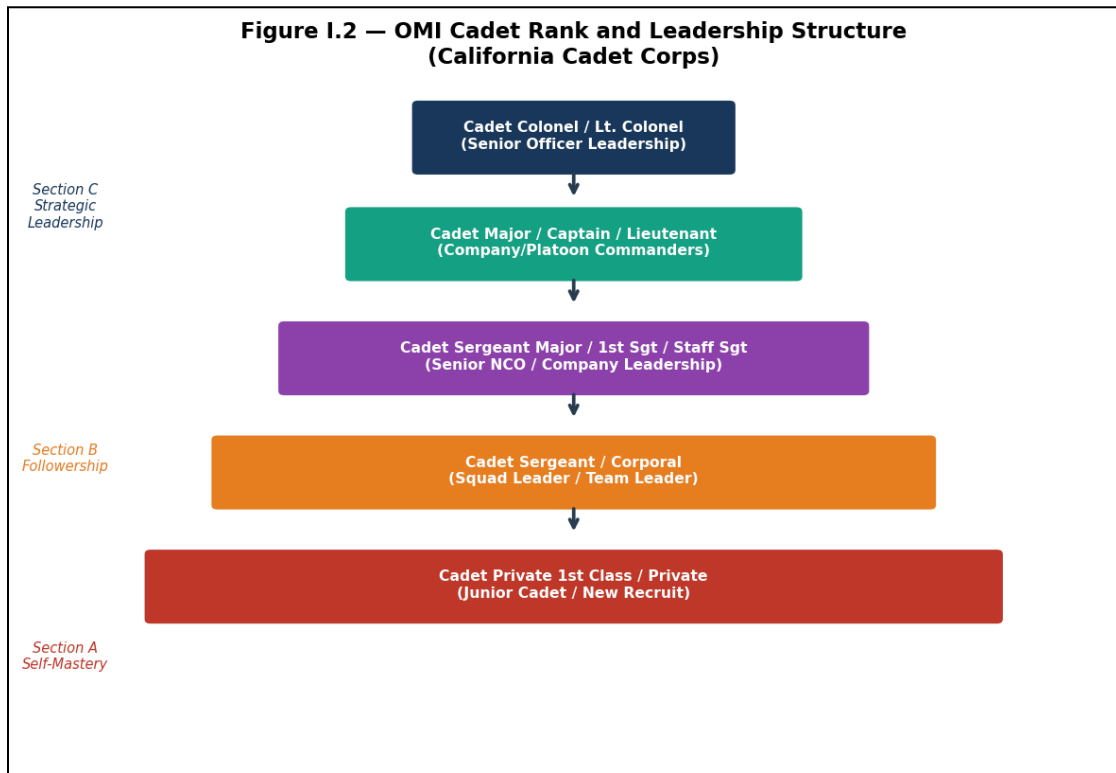
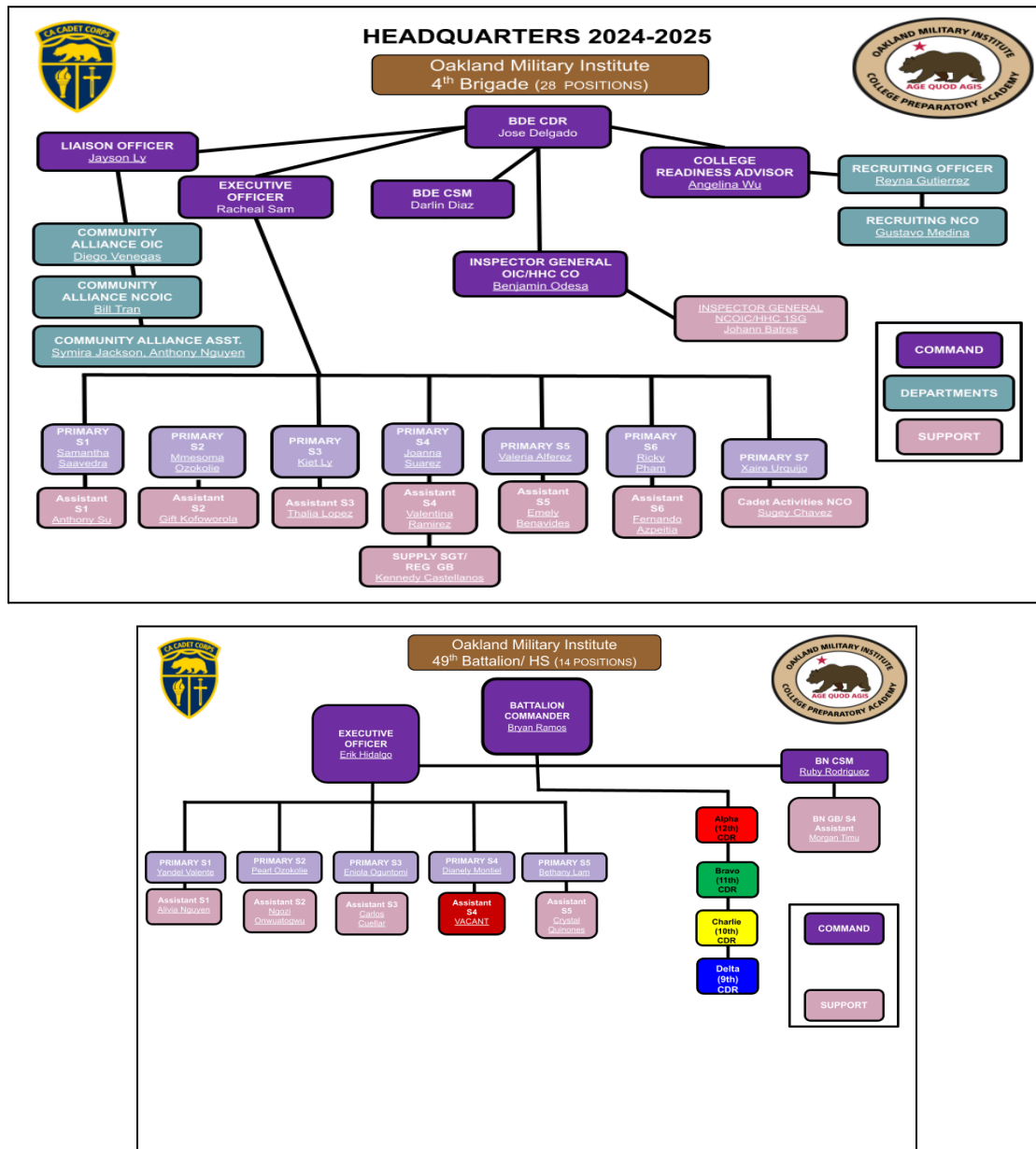
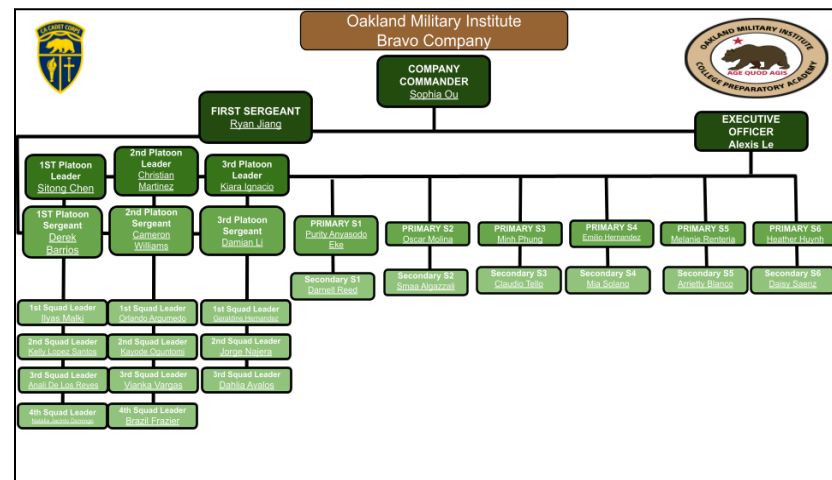
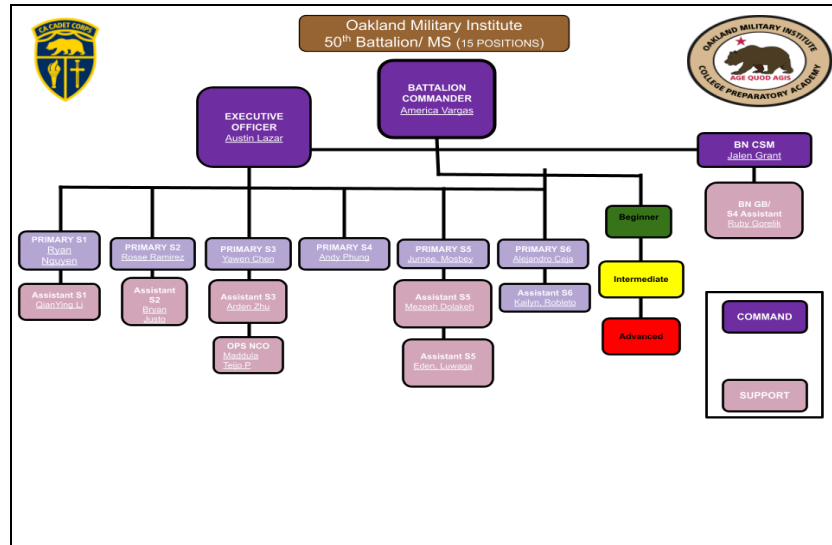


Figure I.2 — OMI Cadet Rank and Leadership Structures





The CACC curriculum is organized into four instructional strands

— Military Science and Knowledge, Leadership Development, Citizenship and Patriotism, and Health/Wellness/Fitness — delivered across both middle school (Grades 6–8: Cadet Corps 6–8) and high school (Grades 9–12: Military Leadership 9–12).

Each semester, cadets work toward a promotion goal — progressing from Cadet (CDT) in 6th grade through Cadet Major (C/MAJ) by 12th grade spring — as documented in OMI's CACC Curriculum Pacing Guide. The daily CACC training model includes: Monday/Tuesday academic military science and leadership content; Wednesday uniform inspection and drill practice; Thursday character education, citizenship, or wellness content; and Friday physical training (PT) and fitness routines.

CTE Integration into Military Science

OMI's existing Military Science program already delivers the substance of the Career Technical Education (CTE) Public Services sector, specifically the Public Safety and Emergency

Response pathways. The CACC Pacing Guide (December 2022), the state-published scope and sequence governing the program's instruction, provides the curriculum citations.

CACC Curriculum and Pacing Guide

The Pacing Guide organizes CACC instruction into four Core Instruction Groups, each subdivided into numbered strands with lesson-level detail: Military Subjects (strands M1–M13), Citizenship (C1–C8), Leadership (L1–L6), and Wellness (W1–W5). Three structural features of the Guide matter to a CTE analysis before any content is examined.

First, the Guide's High School Grade Progression schedules each strand's instructional blocks (A, B, C, and, where applicable, D) across grades 9 through 12, tied to escalating promotion goals from Cadet First Class in the ninth-grade fall to Cadet Major in the twelfth-grade spring. This is a documented, sequenced, multi-year program of study already in operation.

Second, the Guide's high school Training Model prescribes, in its own words, that second-year and higher cadets “serve in leadership positions, teach/lead drill and (group physical training sessions referred to as) PT.” These cadets perform staff work in the S-1 (Human Resource/Training Managers) through S-6 (IT/Knowledge Operations) functions (personnel, safety, operations, logistics, communications). They also prepare the unit for the Annual General Inspection (AGI), an external evaluation by the California Military Department. Peer instruction, supervised staff responsibility, and preparation for external audit are embedded in work-based learning, documented week by week in the state's own training calendar.

Third, the alignment of promotion boards, the AGI, and the California Physical Fitness Test within Strand W3 provides the program with measurable, externally referenced performance standards.

Alignment with the CTE Public Services Sector

The Pacing Guide's actual content substantially covers the first two Public Services pathways, and in one case, nearly verbatim. The clearest single alignment is Strand C5, Emergency Preparedness. Part A covers 19 California hazard categories, including active shooter incidents, hazardous materials emergencies, wildfires, earthquakes, civil unrest, pandemic response, emergency alert systems, and disaster recovery. Part B teaches family disaster planning: shelter plans, evacuation routes, and communication plans. Part C is the Community Emergency Response Team (CERT) curriculum itself — disaster preparedness, fire suppression, medical operations (two units), light search-and-rescue operations, CERT organization, disaster psychology, terrorism, and a culminating disaster simulation with a final examination. This is the FEMA-developed CERT Basic Training sequence embedded as a graded instructional strand.

The supporting strands complete the picture, summarized below with citations to the Guide (exact CTE pathway standard numbers:

Pacing Guide Content	Public Safety Pathway Alignment	Emergency Response Pathway Alignment
C5 Emergency Preparedness (CA hazards; family disaster planning; full CERT sequence incl. fire suppression, medical operations, light search and rescue, disaster simulation)	Hazard awareness, interoperability with public safety agencies	Core pathway content: CERT competencies, disaster operations, industry certification
M4 First Aid (before-care assessment, choking, trauma, environmental injuries; CPR; AED)	Emergency medical duties of patrol and custody personnel	EMS foundations; casualty assessment; CPR/First Aid/AED certification
M6 Maps and Navigation (topographic reading, grid coordinates, compass work, GPS, orienteering, advanced land navigation culminating in calling a 9-line MEDEVAC)	Search operations, area control	Search and rescue fundamentals; medical evacuation request procedure
M10 Field Skills / M11 Survival (bivouac safety, fire watch/guard duty, knife and fire safety, survival medicine, hygiene, environmental injuries)	Field operations discipline and risk management	Austere-environment care; shelter, water, and casualty management
M1 Regulations (staff functions S-1 personnel, S-2 safety, S-3 operations, S-4 logistics, S-5/S-6 communications) with cadets serving in these staff roles	Agency organization; command structure	Direct analog to ICS/NIMS staff sections used under SEMS statewide

M2/M3/M7/M8/M12 (uniform standards, inspections, individual through battalion drill, military courtesy)	Academy discipline, professional bearing, standards of conduct	Team accountability and formation discipline
W3/W5 (fitness testing aligned to the California PFT; Army-style physical training; obstacle course, road march)	Physical agility standards gating public safety hiring	Fitness and readiness standards for fire/EMS service
L1–L6 (character development, communications/public speaking, teaching methods, planning and orders, leadership theory) with 2nd-year+ cadets teaching and leading	Ethics, leadership, and instruction — CTE anchor standards 7–9	Team leadership under the incident command model
C3 College & Careers	Career exploration and planning (anchor standard 3)	Career exploration and planning

OMI's cadre adhere to CTE anchor standards in their classes, such as communications, career planning, technology, problem solving, health and safety, responsibility, ethics, leadership, and teamwork. These standards are not merely covered; they are the organizing logic of the cadet program. Leadership and teamwork are what CACC exists to teach, and safety (S-2) is a standing staff function cadets themselves hold. Second, the Grade Progression's structure maps cleanly onto CTE course sequencing: the ninth-grade year functions as the introductory course, tenth and eleventh grades as concentrator coursework, and the senior year — in which cadets hold command and staff positions, instruct subordinates, and prepare the unit for external inspection, which we call the AGI — as the capstone.

LCAP integration. Formal pathway status converts the Military Science program from an enrichment narrative to a measurable college- and career-readiness strategy in the LCAP. It supports pathway completion, certification attainment, and dual-enrollment metrics that are reportable against LCFF priorities.

Summary: CTE Pathway Alignment

The CACC Pacing Guide already sequences, grade by grade and week by week, instruction that maps onto the Public Safety and Emergency Response pathways of the CTE Public Services sector — including a complete CERT curriculum, a full First Aid/CPR/AED sequence, and a four-year leadership progression with documented work-based learning. OMI therefore

does not need to build a new pathway; during the renewal term it will formalize the existing one by credentialing its instructors through the CTC's Designated Subjects route, approving and coding its existing courses as CTE, and standing up the advisory and articulation infrastructure that positions the program for Golden State Pathways, CTEIG, and Strong Workforce funding.

Core Academic Instructional Approaches - Middle School

Key Structural Components

Small class sizes; Small group intensive environments; adult enriched mentorship & supervision:

- 20:1 core classes, 15:1 ELD, 12:1 reading intervention, 10:1 Study Skills/Resource, 3:1 tutorial - these small environments not only enable focused learning environments, but they are critical to our instructional approach that incorporates rotating stations, vertical learning, cooperative grouping and more personalized attention to individual cadet needs
- 7:1 adult to cadet ratio supervision and support during the school day, 12:1 after school programming - optimal learning environments are physically and emotionally safe and our expectations are continually taught, modeled. We strive for a “drug free”, “bully-free” and “cell phone/electronic personal device free” school day which demands pro-active supervision and continuous relationship building

High Impact Tutoring

- Tutoring needs are identified by multiple diagnostics, including IXL, Renstar, ORF, EL PAC, grades, and CAASPP scores
- We have a multi-pronged tutoring approach:
 - Within the school day - in class small table grouping, pull out small grouping, 1-1 pull out appointments, tutorial course scheduled during the school day
 - Outside of the school day - ASP tutoring, Saturday math camp, Intersession math camps, before school or by appointment
- All middle school students have access to tutoring, but 100-150 are identified for “case management” tutors - tutors work with a case load of 15-25 cadets in a case manager format where they track progress on established goals, communicate with parents, build mentoring relationships.

Advisory

- The primary function of advisory is to build executive functioning skills
- Cadets build organized binders, set goals, track personal progress and build presentations for their parents/guardians to prepare to lead their own parent/teacher conferences
- Teachers also build community during this time and counselors push in to facilitate socio-emotional learning exercises (some are referred to as “itime”) or present college/career curriculum.

Formation

- Formation is a daily key leadership activity led by cadet leaders. It is also our main format to host team building activities among the companies, communicate information about expectations and opportunities, and prepare for general inspection. Our favorite use of formation is to conduct recognition ceremonies for cadets and staff who have earned such merits as a new rank, good citizenship, good attendance, honor roll and a slew of other awards and merits.

Interdisciplinary Experiences, Outdoor Education and Extended Learning Opportunities

- Nature and animal exploration - Examples - Slide Ranch, Ardenwood, Coyote Hills
- STEM Exploration - Examples - SF Exploratorium, Academy of Sciences, Chabot Science Museum, Lawrence Livermore,
- College Visitations - Examples - UC Berkeley, Merritt, Cal Poly Maritime, Santa Clara
- Camping - BIVOUAC, Summer Camp at Cal Poly Maritime, Summer Encampment Camp at Camp San Luis Obispo
- After School Program - Examples of activities offered - arts/crafts, cooking, media arts, e-sports, music appreciation, dance, tutoring/homework club, and athletics such as badminton, soccer, basketball and flag football

Military Science Grades 6-8

- Military Science is a required course at OMI grades 6-12. This course not only provides the foundational continuity of our military framework, but it also provides each cadet a grade level TAC NCO. TAC stands for Teach, Advise and Counsel and NCO stands for Non-commissioned officer. The intentionality of the TAC NCO title is to emphasize that the function of military science at OMI goes well beyond military drill and CA Cadet Corps curriculum. TACs serve as mentors throughout their educational career at OMI. They guide them through competencies of cadet corps curriculum and career technical education skill sets. They also guide them to see themselves as leaders and to stretch beyond their comfort zones, in such experiences as survival camp or state camp leading 100's of cadets. Cadets learn to truly believe in the mantras "service above self" and Age Quod Agis "do what you do" and self-actualize as captains, master sergeants, colonels and commanders of their own destinies.
- The uniform program, under which cadets wear only approved cadet corps uniforms and OMI provides every component of three complete uniforms, leveling the socio-economic playing field, operates as described in Military Science Grades 9-12, below, and applies equally in the middle school.

Extended Learning, enrichment and wellness Time

- Our middle school bell schedule offers an average of between 5,000 and 6,000 minutes over the annual minimum instructional minute requirement in California.
- Our afterschool program (ASP) offers 15 hours of instruction and enrichment a week over the annual instructional minutes of our calendar

- Our instructional calendar offers 180 instructional days, five days over the 175-day state minimum for charter schools (5 CCR § 11960).
- We offer a 20 day summer school and a 30 day (9 hours a day) extended learning opportunity during summer.
- We offer multiple Saturday and intersession (days during winter, presidents and spring break) tutorial opportunities.
- Our wellness center offers “lunch bunch” sessions and after school “mini counseling retreats”

Subject area notebooks, binders, supplies and 1-1 Laptop Access/Distribution

- In addition to uniforms, all cadets are provided with a laptop, laptop case, charger and academic subject organizational supplies to ensure organization competencies and access to both hard copy and digital coursework.

Common teacher team prep period and weekly professional development and collaboration time

- At OMI, we recognize the critical place middle school resides in a student's academic journey to achieve 4-year college eligibility requiring more individual attention and more teacher prep and PLC time to prepare for and respond to the disparate and substantial needs of our middle school age cadets. Therefore, the bell schedule is specifically designed to foster extensive teacher collaboration and parent connection.
 - Middle School staff are provided 6 hours a week [within their contract day, beyond their embedded prep periods and beyond all school release days for PD] for grade level team collaboration, department collaboration, professional development, coaching, cadet conferences and office hours.
- Additionally, the course offerings in middle school are designed to reach them where they are and close the skill gaps accumulated and compounded over 12+ years before they arrive at OMI. All cadets have access to grade level, standards aligned curriculum at the same time they are receiving remediation for gaps identified in the IXL diagnostic, Renstar diagnostic and ELPAC.

Middle School Course Offerings

English Language Arts

- Course descriptions

Grade 6

This course sharpens reading comprehension skills, engages readers in literary analysis, and offers a variety of literature. Through a varied selection of stories, plays, and poems, many of which highlight exemplary virtues, cadets develop skills of close reading and literary analysis.

Grade 7

This course targets cadets' growth in the areas of reading, writing, listening, speaking, discussion, reflection, and viewing. Reading strategies, critical thinking skills, and vocabulary building comprise the main elements of reading instructions. Through fiction,

nonfiction, and poetry reading, cadets will practice reading strategies and comprehension skills. The focus of writing will be on narrative, informational, argumentative, and research writing. The overall goal of the class is to increase the literacy and writing ability of cadets.

Grade 8

This course targets cadets' growth in the areas of reading, writing, listening, speaking, discussion, reflection, and viewing. Reading strategies, critical thinking skills, and vocabulary building comprise the main elements of reading instructions. Through fiction, nonfiction, and poetry reading, cadets will practice reading strategies and comprehension skills. The focus of writing will be on narrative, informational, argumentative, and research writing. The overall goal of the class is to increase the literacy and writing ability of cadets.

- Core Methodology include
 - Common board adopted, standards aligned, vertically articulated (CCSS) common textbook grades 6-12 (My Perspectives) w/ instructional calendars denoting common benchmarks and calibrated scoring sessions for SBAC writing genres.
 - Core novel units assigned by grade level.
 - Jane Schaffer Academic Writing Program (JSWP) as its schoolwide writing framework across all content areas and grade levels (6–12). JSWP provides a structured, scaffolded approach to academic writing. The program teaches a common analytical writing formula — Concrete Detail to Commentary (CD:CM) ratio, topic sentences, transitions, and commentary development — that gives students a structured entry point into academic argumentation. Once students internalize the logical structure of evidence and analysis, they are encouraged to "weave" (move beyond the formula) and develop their own authentic academic voice. All content-area teachers at OMI have been trained in JSWP so that students encounter consistent writing language and expectations in every class, every day.
 - Accelerated Reader (AR) independent reading program with embedded Sustained Silent Reading (SSR) time.
 - Integrated and designated English Language Development incorporating EL Achieve methodology
 - Reading Intervention curriculum based on the Science of Reading grounded in Direct Instruction, Explicit Phonics, and an MTSS framework; Academic Vocabulary Toolkit; IXL for extended learning, enrichment and personalized skill gap remediation

Mathematics

- Course descriptions

Grade 6

Mathematics 6 focuses on four critical areas. The first is connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems. The second is completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers. The third is writing, interpreting, and using expressions and equations; the fourth is developing understanding of statistical thinking.

Grade 7

Mathematics 7 focuses on four critical areas. The first is developing understanding of and applying proportional relationships; the second is developing understanding of operations with rational numbers and working with expressions and linear equations. The third is solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume. The fourth is drawing inferences about populations based on samples.

Grade 8

Mathematics 8 focuses on three critical areas. The first is formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations. The second is grasping the concept of a function and using functions to describe quantitative relationships. The third is analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying Pythagorean Theorem.

- Core elements include:
 - Common, board adopted, standards aligned, vertically articulated (CCSS) textbook grades 6-8 (Envision)
 - IXL for extended learning, enrichment and personalized skill gap remediation
 - Math tutorial period, push in classroom small group instruction and pull out tutorial
 - As described in Section C, OMI's math instruction is anchored in the TRU Framework through the SVMI. Problem-based learning, Performance Tasks, Problems of the Month, Re-Engagement Lessons using student work, and collaborative data analysis via Common Formative Assessments are the primary instructional strategies. SVMI coaching is ongoing, and Tier 2 math support (small-group tutoring, 3+ sessions per week, groups of 1–4 students, aligned to High-Impact Tutoring research from Stanford and Brown University) is embedded in the master schedule for identified students.

Science

- Course descriptions

Grade 6

A one-year course utilizes a blended method of learning. Cadets will learn life science theories in an online and hands-on learning environment. Topics include: Natural systems, climate and weather, climate and life and human impacts on our environment.

Grade 7

A one-year course utilizes a blended method of learning. Cadets will learn life science theories in an online and hands-on learning environment. Topics will be centered around: Changing matter, matter and energy, influencing ecosystems.

Grade 8

A one-year course utilizes a blended method of learning. Cadets will learn physical science theories in an online and hands-on learning environment. Physical science topics will be centered around: Interacting objects, universal forces, evolution in action, and investigating Earth's biodiversity.

- Core elements include:
 - Common, board adopted, standards aligned, vertically articulated (NGSS) textbook grades 6-8 (Discovery Science)
 - Discovery science lab kits for bi-monthly hands on lab experiments
 - Our science courses are placed in a STEAM framework to encourage exposure, beyond NGSS science standards, to hands-on integrated studies that incorporate elements of artistic design, technology, robotics, math and engineering to enhance the science exploration.

Social Studies

- Course descriptions:

Grade 6

This year-long course is a study of ancient world history and geography. Cadets study the development of cultural, ethical, spiritual, and intellectual traditions originating in the eastern Mediterranean, rooted in ancient Greece (philosophy, democracy) and Rome (law, engineering).

Grade 7

This year-long course is a study of the social, cultural, technological changes that occurred in Europe, Africa, and Asia in the years A.D. 500-1789. They examine the growing economic interaction among civilizations as well as the exchange of ideas, beliefs, technologies, and commodities. They learn about the resulting growth of Enlightenment philosophy and the new examination of the concepts of reason and authority, the natural rights of human beings and the divine right of kings, experimentalism in science, and the dogma of belief.

Grade 8

This year-long course is a study of the ideas, issues, and events from the framing of the Constitution up to World War I, with an emphasis on America's role in the war. After reviewing the development of America's democratic institutions founded on the Judeo-Christian heritage and English parliamentary traditions, particularly the shaping of the Constitution, cadets trace the development of American politics, society, culture, and economy and relate them to the emergence of major regional differences. They learn about the challenges facing the new nation, with an emphasis on the causes, course, and consequences of the Civil War. Cadets make connections between the rise of industrialization and contemporary social and economic conditions.

- Core elements include:
 - Common, board adopted, standards aligned textbook vertically articulated 6-8 (TCI)
 - Integrated literacy skills - close reading, academic vocabulary, college prep writing program (JSWP), speech and presentation skills

Military Science/PE

- Course descriptions

Grade 6-8

These are the first three courses in the middle school series that incorporates the fundamentals and principles of the CACC and is organized as a quasi-military system. The CACC provides the framework for applied leadership. Cadets will learn military subjects, broaden understanding of citizenship, build leadership capacity, and develop a wellness practice. This learning will occur through daily lessons, physical fitness programs, wellness activities, and service projects.

Electives

Math Tutorial 6-8

Tutorial is designed to provide a small group (3:1) intensive environment. Cadet sit/stand in stations/table groups/vertical boards to review concepts covered in the core class, experience the concepts presented in multiple modalities with manipulatives and math fluency exercises (math talks) and work through a personalized "skill gap" plan towards grade level proficiency with their own personal math coach.

MS English Language Development (ELD 6,7,8)

The intent of the course is to provide designated instruction in ELD at just above the cadet's English proficiency level with the aim of having cadet's progress through the ELD levels while acquiring the English language skills in reading, writing, listening, and speaking necessary to function proficiently at their grade level on the CA CCSS for ELA/Literacy standards. The ELD standards follow a research-based progression of second language acquisition from emerging to bridging levels of English. Teachers will

use the strategies, skill development, and cognitive rigor of the ELA standards as a tool in teaching the ELD standards at the cadet's level of English proficiency.

MS Advisory Grades 6-8

This one-year course is designed to support cadet academic progress monitoring, organizational skill-building, and social-emotional skill-building.

MS Study Skills 6-8 (IEP required)

This one year course is designed to assist the special education or 504 Plan cadets to progress in his/her general education classes and to prepare for advancing to the next grade level. AVID strategies will be used in this course and cadets will be required to keep an organizer/planner, participate in Socratic Seminar, tutorials, and Cornell note taking. This course is required for all 6th, 7th, and 8th grade cadets as outlined in their IEP.

MS Digital Literacy 6-8

This one year course is designed to expose 7th & 8th grade cadets to digital citizenship, digital media, keyboarding and presentations skills.

Intro & Inter Engineering Design 6-8

This one year course is designed to expose 6th, 7th, & 8th grade cadets to various design principles necessary for engineering and the construction trades. The focus will be on robotics, Computer Aided Drafting (CAD), 3D printing, the Engineering Design Process (EDP), water rocket building and launching.

Student Leaders

This course is designed to teach leadership skills and governmental structure which ultimately enhances school pride, spirit and culture as well as the cadet's individual knowledge of a working government. The class will focus on public speaking, written communication, service learning, presentation skills, community service, government hierarchy, procedures and elections, personal and social development, goal setting, group dynamics, business marketing, finance accounting, advertising, while positively impacting the entire cadet body.

Beg & Inter band 6-8

The course content involves a remedial review of instrumental music fundamentals with the emphasis on the elements of musical performance: concepts or pitch, rhythm, tone production, harmony, form, texture, dynamics, tempo and timbre. The development of

aesthetic perception, creative expression, historical and cultural context, aesthetic valuing and connecting and applying learned performance toward careers in the performing arts are fundamental components of all instruction in the performing arts.

Middle School Course Map: Three-Year Academic Pathway (Grades 6-8)

	Subject	Grade 6	Grade 7	Grade 8	ASP, Summer Intersession
	Social Studies	Ancient History	World History	US History	Social Studies Recovery
	English Language Arts	English 6 English 6 Adv	English 7 English 7 Adv	English 8 English 8 Adv	ELD, English Recovery
	Mathematics	Math 6, Math 6 Adv	Math 7, Math 7 Adv	Math 8, Algebra I	Math Tutorial
	Science	STEAM 6	STEAM 7	STEAM 8	Tech Enrich
	Elective	Music, Tech/ Information Literacy Elective	Music, Engineering/ Robotics	Music, Engineering / Robotics	Music Arts/Crafts
	Military Science/ PE	Military Science 6	Military Science 7 Student Leaders	Military Science 8 (Intro Public Safety) Student Leaders	Sports, drill team, Encampment, Drill competition
	Intervention, co-curricular Programs	Study Skills, Academic Success, ELD, Math +/-Tutorial Counseling Enrichment	Study Skills, Academic Success, ELD, Math +/-Tutorial Counseling Enrichment	Study Skills, Acad Success, ELD, Math +/-Tutorial Counseling Enrichment	Study Skills, Acad Success, ELD, Math +/-Tutorial Counseling Enrichment

Core Academic Instructional Approaches - High School

Key Structural Components

Military Science Grades 9-12

- Military Science and the grade level TAC NCO (Teach, Advise and Counsel Non-commissioned officer) model operate as described in Military Science Grades 6-8, above. TACs serve as mentors and college/career counselors throughout their high school tenure at OMI.

- The Military Science class serves as the main time in a cadet's schedule for the following additional core program components:
 - Physical Education/Personal Training (PT)
 - College and career guidance and education - counselors push in to present on college admissions, scholarships, grants, FAFSA, college fieldtrips, college and career speaker series and support in the college application process
 - Counter Drug Task Force - counter drug education is presented in the Military Science classroom
 - CTE certification trainings that include Stop the Bleed, medic certifications, CERT emergency response certifications and command competencies to elevate their leadership ranks
- As a strategic and powerful entry point of equity and socio-emotional safety, OMI completely levels the socio-economic playing field. Cadets are required to wear only approved cadet corps uniforms and cadet corps approved hair and accessories. This bars status symbols and accessories, such as make up, jewelry, personal technology, fashion fads, and sexualized or gang affiliated dress.
 - OMI provides cadets with all of the components of 3 complete uniforms and a 4th uniform for HQ leaders, called class A, class B, class C and Grizzly dress. Uniform components even include boots, hats, jackets, name patches, and regalia

A-G Default Programming and required for an OMI Diploma

- All cadets are programmed into courses required to be A-G completers and eligible for CSU/UC admissions upon graduation.
- The "D" letter grade is omitted from the A-F grading scale as a "D" grade does not meet A-G requirements.
- Special Education and English Learners are supported in these college prep courses with push in paraprofessional support, co-teaching SAI instructional model, study skills classes, tutorials, embedded and co-curricular IEP accommodations, Ed Specialist support, and integrated/designated ELD.
- Where required within the IEP or decided by the IEP team, A-G programming may be waived for state minimum requirements.

Dual Enrollment Program

Dual enrollment is one of OMI's most significant strategic investments and a defining feature of its college preparatory identity. Through partnerships with Laney College, College of Alameda and Merritt College, OMI students earn transferable college credit while still in high school — at no cost to families. Dual enrollment is offered beginning in 9th grade, with a minimum of 2 semester long college courses, aligned with CALGETC requirements to transfer to a 4-year CSU/UC offered through grade 12. If a cadet takes 2 semester long courses each year grades 9-12, he/she will achieve a full year of college credit and earn our prestigious Governor's Baccalaureate Diploma, which also comes with a scholarship from our Board Chairman, Honorable Edmund G. Brown.

Figure — Sample of CALGETC Dual Enrollment course offerings (subject to change based on Peralta course availability)

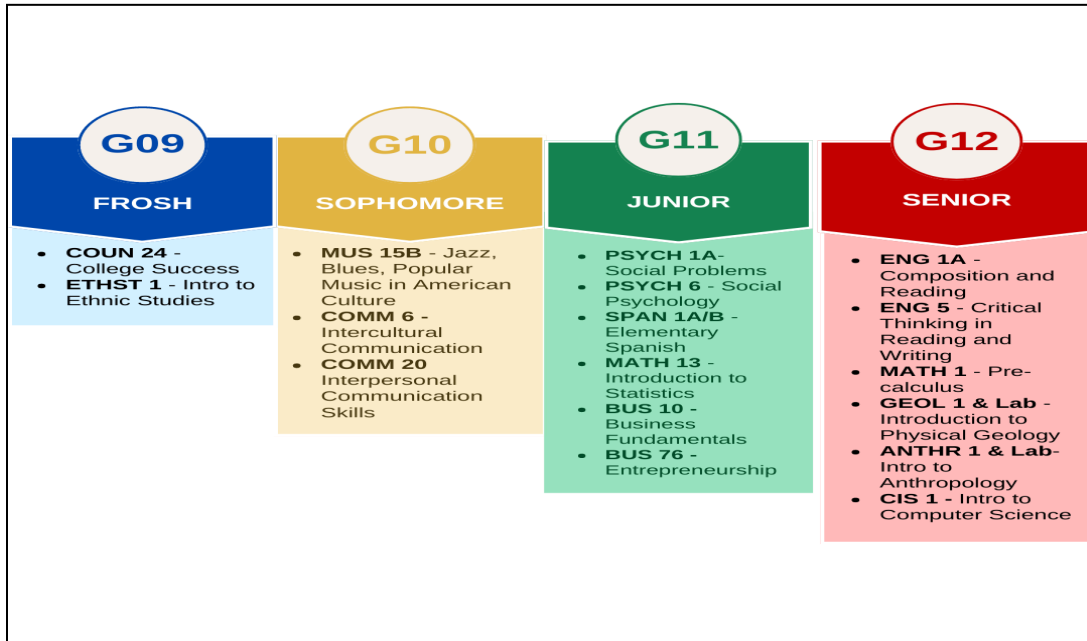


Figure —Chart of College Credits Earned Over 4 Year Period

School Year	Dual Enrollment Credits	Concurrent Enrollment Credits	# of College Advantage Recipients	# of Governor's Baccalaureate Recipients
2022-23	1460	N/A	N/A	N/A
2023-24	1740	N/A	N/A	N/A
2024-25	3450	118	12	6
2025-26	3075	N/A	17	5

Figure 7 Chart Depicting Parity of Dual Enrollment Opportunities Across Subgroups

Subgroup	2023-2024 Total HS Population	2023-2024 Dual Enrollment	2024-2025 Total HS Population	2024-2025 Dual Enrollment	2025-2026 Total HS Population	2025-2026 Dual Enrollment
Percent of Black/African American students	12%	11.00%	12.00%	12.00%	14.00%	12.00%
Percent of Latino or Hispanic students	72.00%	77.00%	73.00%	70.00%	67.00%	63.00%
Percent of Asian students	13.00%	9.00%	12.00%	15.00%	13.00%	17.00%

Percent of Caucasian students	1.00%	3.00%	0.80%	0.61%	3.00%	3.00%
Percent of Multiple Ethnicity students	0.69%	0.85%	3.00%	2.00%	3.00%	5.00%
Percent of low-income families students	90.00%	88.00%	91.00%	92.00%	89.00%	91.00%
Percent of first generation college students	70.00%	72.00%	61.00%	64.00%	59.00%	58.00%
Percent of students with disabilities	14.00%	6.00%	14.00%	8.00%	15.00%	8.00%

As shown in Figure 7, dual enrollment participation is broadly representative of OMI's overall student demographics, with particularly strong participation among low-income students (91% of DE participants come from low-income families) and first-generation college students (58% of participants). Notably, students with disabilities are participating in dual enrollment at a lower rate (8%) than their share of the school population (15%), indicating an area for targeted outreach and support in the coming charter term.

Formation

- Formation operates as described in the Middle School section, performed twice weekly at the high school level, with recognitions including new rank, CACC honors, state competitions, Rising Grizzly, and Essayons awards.

Interdisciplinary Experiences, Outdoor Education and Extended Learning Opportunities

- Interdisciplinary Excursions - Examples - local theater, museums, neighborhood history, architecture and cultural walks and hiking trips, ropes courses, club fieldtrips
- OMI Cares Community Service - Examples - Elementary "read ins", Lake Merritt Clean up, Food pantry volunteering, food/can drives
- College Visitations grades 9-12 - Examples - UC Davis, Cal State East Bay, Santa Clara, SF State, San Jose State, Sac State, UCLA
- Camping - BIVOUAC at various camping locations, Summer Camp at Cal Poly Maritime, Summer encampment Camp SLO, Beginning and Advanced Survival Camp

High Impact Tutoring

- Diagnostics and the multi-pronged tutoring approach operate as described in the Middle School section, above, with high school sessions offered during zero period, at lunch, and in Saturday and intersession math camps.
- Starting in 2025, all high school students have access to tutoring (before school, after school and lunch). Approximately 75-100, however, are identified for "case management"

tutors. These tutors work with a case load of 15-25 cadets in a case manager format. They track progress on established goals, communicate with parents, build mentoring relationships and ensure cadets graduate on time A-G eligible.

Culminating Senior Thesis Exhibition

- To ensure our seniors are truly college ready, they are required to complete a senior thesis research project and defend their thesis to an integrated panel of teachers, administrators, cadet leaders and special guests. The project is interest based, but also must be action-based and centered around solving a problem in one's community.
- The senior exhibition is led by the senior team with components of the research project, such as research methodologies, taught by various team members.
- Each senior cadet is assigned a staff mentor from teachers grades 6-12 and for cadets participating in internship programs, an industry mentor, to exemplify the whole school and community support of their senior project.

Instructional Minutes and Extended Learning Opportunities

- OMI's master schedule provides students with instructional minutes that meet or exceed California state minimums in all core subject areas. The structured CACC schedule — with formations, transitions, and PT integrated into the school day — ensures that instructional time is maximized by reducing unstructured time and behavioral disruptions.
- **7-period day** - To accommodate the support necessary for elevated graduation requirements that exceed state minimum requirements by mandating A-G completion and the schedule space necessary for cadets to accelerate into Dual Enrollment pathways to achieve College Advantage or Governor's Baccalaureate Diploma status, OMI invests in a 7 period day with a zero period option.
- **Modified Block Schedule** - To foster cooperative learning, laboratory experiments, project based learning on a weekly basis, OMI offers an extended 95 minute block every Wednesday and Thursday.
- **Saturday Camp, Zero Period, Intersession and Summer School** - OMI invests in extended learning opportunities for cadets who require credit recovery, tutoring and/or acceleration

High School Course Offerings

OMI offers a full A-G college preparatory course sequence across all grade levels. All A-G courses are UC/CSU approved and WASC-accredited. The high school four-year A-G pathway is shown below:

A-G Req.	Subject	Grade 9	Grade 10	Grade 11	Grade 12
A (History)	Social Studies		World History	US History	Government/ Economics

B (English)	English Language Arts	English 9, ELA Adv 9, Drama & Comp	English 10, ELA Adv 10	English 11, ELA Adv 11	English 12 / ELA Adv 12
C (Math)	Mathematics	Alg / Geo /AlgII	Geo / Alg II/ Pre-Calc	Alg II / Pre-Calc/ Calc	Pre-Calc / Calc/ DE Stat
D (Lab Sci)	Science	Biology, Earth/Space Sci	Chemistry, Bio	Physics, Chemistry	DE Geo/ DE Anthro
E (Lang)	World Language	Spanish I, Heritage 1	Spanish II, Heritage 2	Spanish III Honors, DE Span	DE Span
F (Visual)	Visual/Performing Arts	Art 1, Band 1, Guitar, Broadcast Journalism	Art 1, Band 2, Guitar, Broadcast Journalism	Jazz Band, Broadcast Journalism	Jazz Band, Broadcast Journalism
G (Elective) Dual Enrollment (DE) Peralta	College-Prep Elective	Intro Comp Sci, DE counseling, DE Ethnic Studies	Inter Comp Sci, DE Comms, DE Music	Adv Comp Sci, DE Business, DE Psych,	DE Admin Just
CTE Elective	Military Science ER=emergency response PS=public safety	MilSci 9 (adv PS)	MilSci 10 (Intro ER)	MilSci 11 (Intermed ER)	MilSci 12 (Adv ER)
Summer, intersession & zero period	Intervention, Credit Recovery, Leadership Training	Math Tutorial, Credit Recovery, Encampment certification courses	Math Tutorial, Credit Recovery, Encampment certification courses	Math Tutorial, Credit Recovery, Encampment certification courses	Math Tutorial, Credit Recovery, Encampment certification courses
OMI Graduate Profile	A-G completers; College Eligible	1 or 2 semesters transferable college credit	Civic Leaders: ranks of Sgt to Col	Service Minded: trained in ER & PS	On path toward self actualization; appreciators of nature

Figure 12 — OMI A-G Course Map: Four-Year Academic Pathway (Grades 9–12)English Language Arts

9th	10th	11th	12th
English 9 or English 9 Literature & Drama or Honors English 9	English 10 or Honors English 10	English 11 or Honors English 11	English 12 or Honors English 12

Electives: Broadcast Journalism (KQED Student Reporting Lab)	Electives: Student Report Lab DE COMM 20	Electives: Student Report Lab DE COMM 20	Electives: Student Report Lab DE COMM 20 DE ENG 1A DE ENG 5
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- Course descriptions

English 9/Honors

This course initiates the cadet into the Freshman/Sophomore English program. It requires regular work in reading a balance of literature and nonfiction texts. This class develops the critical thinking skills necessary to complete that work successfully. Writing instruction concentrates on a variety of writing tasks (both brief and full writes) focusing on the three main writing types (narrative, explanatory/information, and argumentative). Language and vocabulary are taught in the context of the reading and writing tasks. Speaking and listening activities are designed to sharpen the cadets' facility with language and content knowledge in group activities, classroom discussion, oral readings, and formal presentations.

English 10/Honors

This course builds on the content introduced in the Freshman English program. It requires regular work in reading a balance of literature and nonfiction texts. This class develops the critical thinking skills necessary to complete that work successfully. Writing instruction concentrates on a variety of writing tasks (both brief and full writes) focusing on the three main writing types (narrative, explanatory/information, and argumentative). Language and vocabulary are taught in the context of the reading and writing tasks. Speaking and listening activities are designed to sharpen the cadets' facility with language and content knowledge in group activities, classroom discussion, oral readings, and formal presentations.

English 11/Honors

A year-long, ten credits, general course open to 11th graders explores the works and themes of texts through novels, short stories, articles, and plays. In grade 11 cadets are increasingly sophisticated in their thinking and performances displaying a critical and thoughtful stance toward their coursework and the problems of the day. Their reasoning and debate skills will be sharpened, and cadets will present their reasoning in text, video, and in formal debate. Expectations are for the volume, pace, and depth of reading and writing to increase to new levels.

English 12/Honors

This course provides an intensive study of the dynamics and structure of the English language, including the essential skills of composition development, writing style, critical reading, writing and analysis, academic vocabulary, grammatical structure and rules, and academic verbal discussion as outlined and in accordance with the California Common Core Standards. Cadets will critically read and evaluate various forms and types of texts including novels, poetry, plays, informational texts and visual texts. Research methods, bibliographic annotation and the senior exhibition thesis project and its panel presentation defense is a critical component and requirement of this course.

English Language Development (ELD A & B)

Course intent and design mirror MS English Language Development (ELD 6, 7, 8), above, delivered at grade-band-appropriate proficiency levels.

- Core Methods include
 - Common board adopted, standards aligned, vertically articulated (CCSS) common textbook grades 6-12 (My Perspectives) w/ instructional calendars denoting common benchmarks and calibrated scoring sessions for SBAC writing genres.
 - Core novel units assigned by grade level aligned with grade level Humanities themes allowing for interdisciplinary projects with Social Studies and World Language Departments.
 - JSWP as its schoolwide writing framework across all content areas and grade levels (6–12). The program operates as described in the Middle School ELA section, above, anchoring College Board approved analytical writing for AP Literature and AP Language preparation.
 - AR independent reading program with embedded SSR time. Reading Interventions include Achieve 3000 and IXL; Integrated and designated English Language Development incorporating EL Achieve methodology

Mathematics

9th	10th	11th	12th
Algebra I or Geometry	Geometry or Algebra II	Algebra II or Pre-Calculus/ H Pre-Calculus	Statistics Pre-Calculus/ H Pre-Calculus or Calculus/ H Calculus
Electives: Computer Science Beg / Int Computer Science Int / Adv	Electives: Computer Science Beg / Int Computer Science Int / Adv	Electives: Computer Science Beg / Int Computer Science Int / Adv	Electives: Computer Science Beg / Int Computer Science Int / Adv

		DE MATH 13/Statistics	DE MATH 13/Statistics; DE CIS
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- Course descriptions

Algebra I

Algebra I involves translating and solving real-life applications and writing, solving, and graphing linear and quadratic equations, including systems of two linear equations in two unknowns. Quadratic equations are solved by factoring, completing the square, graphically, or by application of the quadratic formula. The course also includes study of translations, monomial and polynomial expressions, inequalities, exponents, functions, rational expressions, absolute value, inductive and deductive reasoning, ratio and proportion, and a wide variety of problem solving situations.

Geometry

Geometry emphasizes the development of the concepts of symmetry, congruence and similarity; emphasizes the integration of algebra and geometry; provides experiences in synthetic and analytical methods of proof including the structure of an axiomatic system, stresses the areas of plane figures, and introduces the concept of space geometry.

Algebra II

Cadets study polynomial identities and use some key identities to establish the formula for the sum of the first n terms of a geometric sequence. Cadets extend exponent rules to include rational exponents to solve equations involving square and cube roots before developing the idea of complex numbers, in order to solve quadratic equations with non-real solutions. Building on rational exponents, cadets use logarithms to solve for unknown exponents, and are introduced to the number e and its use in modeling continuous growth through logarithmic functions. Cadets also learn transformations, trigonometry, and statistics using sampling and simulations.

Pre-Calculus/Honors

This year-long course combines the trigonometric, geometric, and algebraic concepts needed to prepare cadets for the study of Calculus. The main topics in the course are (1) complex numbers, (2) rational functions, (3) trigonometric functions and (4) their inverses, (5) inverse function, (6) vectors and (7) matrices and (8) parametric and (9) polar curves.

Calculus/Honors

Calculus is a one-year course designed for cadets to have the chance to sample college mathematics with the intention of bridging high school and college mathematics. The purpose of this course is to cover differential and elementary integral calculus at an introductory level. After acquiring this fundamental understanding of calculus, our cadets will be well prepared for the rigor of college level mathematics and prepared to sit for the AP Calculus AB exam.

Statistics/ DE Math 13

Statistics is a year-long course designed to expose cadets to the basics of statistical testing. Cadets will learn how to collect, organize, display and analyze data, and subsequently draw conclusions from it. This course will expose cadets to the four broad themes of introductory statistics: 1. Exploring and organizing data: 2. Sampling and experimentation 3. Anticipating patterns 4. Statistical inference. Upon successful completion of this course cadets will know the appropriate method to use in order to collect, organize and analyze data in an unbiased manner in a variety of situations. Cadets can also choose to take college level statistics through our dual enrollment offering.

- Core elements include:
 - Common, board adopted, standards aligned, vertically articulated (CCSS) textbook for Algebra, Geometry, Algebra 2 (Envision)
 - IXL for extended learning, enrichment and personalized skill gap remediation
 - Math tutorial period, push in classroom small group instruction and pull out tutorial
 - OMI's math instruction is anchored in the TRU Framework through SVMl, with the instructional strategies and Tier 2 tutoring supports described in Section C and the Middle School Math section, above.

Science

9th	10th	11th	12th
Earth & Space Science or Biology	Biology or Chemistry	Chemistry or Physics/ H Physics Or Environmental Science	Physics/ H Physics
		Electives: DE ANTHR 1 + 1L DE ANTHR 3	Electives: DE ANTHR 1 + 1L DE ANTHR 3

- Course descriptions

Biology

A one-year course, which fulfills college entrance laboratory science requirements for the University of California. This course emphasizes the development of scientific thinking through investigation of the natural world. The course is designed around the High School Next Generation Science Standards (NGSS) and Performance Expectations for Life Science, and Earth and Space Science. Students engage in science and

engineering practices to build, deepen, and apply their knowledge of core ideas and crosscutting concepts.

Chemistry

A one-year course, which fulfills college entrance laboratory science requirements for the University of California. This course emphasizes the development of scientific thinking through investigation of the natural world. The course is designed around the NGSS and Performance Expectations for Physical Science, and Earth and Space Science. Students engage in science and engineering practices to build, deepen, and apply their knowledge of core ideas and crosscutting concepts.

Earth and Space Science

Students will investigate geology, meteorology, oceanography, astronomy, and the impact of human activities on Earth's systems. Through a phenomenon-based learning approach, cadets engage in hands-on activities, interactive digital experiences, and real-world applications. The curriculum is aligned with the NGSS and incorporates multimedia resources, model lessons, and differentiated instruction to support diverse learners. Topics include plate tectonics, weather and climate, natural resources, and the solar system, preparing cadets for STEM careers and scientific inquiry.

Physics/Honors

A one-year honors level course, which fulfills college entrance laboratory science requirements for the University of California. This course emphasizes the development of advanced scientific thinking through investigation of the natural world. The course is designed around the NGSS and Performance Expectations for Physical Science, and Earth and Space Science. Students engage in advanced science and engineering practices to build, deepen, and apply their knowledge of core ideas and crosscutting concepts.

Environmental Science

This year-long course focuses on Earth's environment, including the Earth's atmosphere, biogeochemical cycles, lifeforms, biomes, genetic makeup, interconnections of the oceans, climate zones, weather patterns, and human modifications to landscape. Of particular interest is the effect humans have had on the planet and its atmosphere, particularly post-Industrial Revolution. Cadets will use scientific texts and articles, graphs, tables, and critical thinking to examine patterns of climate change.

- Core elements include:
 - Common, board adopted, standards aligned, vertically articulated (NGSS) textbook for Biology, Earth & Space Science, Chemistry and Honors Physics (Discovery Science)

- OMI has fully equipped science labs and requires a minimum of 2 full labs per month.

Social Studies

9th	10th	11th	12th
Ethnic Studies	World History	U.S. History	Government (Fall) Economics (Spring)
Electives: DE ETHST 1	Electives: DE ETHST 1 DE PSYCH 1A DE PSYCH 6	Electives: DE ETHST 1 DE PSYCH 1A DE PSYCH 6	Electives: DE ETHST 1 DE PSYCH 1A DE PSYCH 6 DE POSCI 1 DE ECON 5

- Course descriptions

World History

Among the topics covered are political thought, democracy, industrialization, imperialism, World War I, totalitarianism, World War II, and the Cold War. Students will develop an understanding of and make considered judgments regarding the historical roots of contemporary world issues, especially as they relate to international relations. Major turning points that shaped the modern world, from the late eighteenth century through the present, are the focus of this year-long course. The course is designed with an emphasis on content, literacy, inquiry, and citizenship.

US History

In this course cadets examine major developments and turning points in American history from the late nineteenth century to the present. During the year the following themes are emphasized: the expanding role of the federal government; the emergence of a modern corporate economy and the role of organized labor; and the role of the federal government and Federal Reserve System in regulating the economy. Additional themes include the impact of technology on American society and culture, and changes in racial, ethnic, and gender dynamics in American society. The course also emphasizes the movements toward equal rights for racial, ethnic, religious, and sexual minorities and women, and the rise of the United States as a major world power. The course is designed with an emphasis on content, literacy, inquiry, and citizenship.

American Government

The successful completion of American Government is required for graduation. This one semester course studies American political institutions, political processes and key political documents. It examines the values underlying our governmental system. Included is a study of

the conflicts and problems facing the American political system in the modern world. The structure and function of our federal government is of primary concern in this course; however, state and local government is also studied. This course helps the cadet to understand the ways in which human beings govern themselves and helps cultivate habits of democratic citizenship.

Economics

This one semester course will deepen cadets' understanding of the economic issues and institutions of the nation and world in which we live. Students will first understand common economic terms and concepts and then compare and contrast economic systems with a focus on the market system. Students will then take an in-depth look at microeconomics and macroeconomics. Students will complete the semester concentrating on issues of international trade and will consider what factors, conditions, and policies help developing nations sustain economic growth.

Electives

- Course descriptions

World Languages

Spanish 1,2,3H

Students will develop their communicative skills by using Spanish daily, with integrated practice in listening, speaking, reading and writing in Spanish. They will use the language to explore Hispanic countries and cultures, and will make comparisons and connections with their own. This course is taught primarily in Spanish, and requires daily preparation and practice.

Spanish for Heritage Speakers 1,2,3H

This college prep course is designed for cadets who are proficient in spoken Spanish. It is also an immersion class for cadets who have completed three years of Spanish. The course is designed to enrich reading and writing skills with integrated instruction in history, geography, culture, and literature.

Art/Performing Arts

Basic Visual Art 1

This introductory course seeks to guide cadets through the exploration of the foundations of visual arts knowledge and skills, while connecting to other subjects, their lives, and the larger world. Cadets will examine concepts through research, collaboration, and presentation.

Introduction to Music and Recording

This band class is the entry-level band for all incoming band cadets. It is a yearlong course intended for the intermediate instrumental music cadet. The course content involves a remedial review of instrumental music fundamentals with the emphasis on the elements of musical performance: concepts or pitch, rhythm, tone production, harmony, form, texture, dynamics, tempo and timbre. The development of aesthetic perception, creative expression, historical and cultural context, aesthetic valuing and connecting and applying learned performance toward careers in the performing arts are fundamental components of all instruction in the performing arts.

Intermediate Music and Recording

The primary focus of this course is on ensemble and solo instrumental performance. Cadets will hone their technical and musical skills on their instruments ultimately increasing their confidence and ability to express themselves through music. Cadets will take part in performance opportunities and share their artistic development with the community. Cadets will be able to apply their music theory skills to analyze their current repertoire to better understand performance practices and artistic sensitivity of musical genres.

Guitar

In this course cadets will develop and refine skills which will enhance personal expression through guitar performance. The skills we will focus on include general technique, musicianship, ear training, sight reading, music theory, music history and individual and ensemble performance. While the primary focus is on guitar performance, each cadet who completes this course will develop musical skills that will transfer to other instruments and musical goals. This course will also offer opportunities for cadets to collaborate with other instrumentalists to form ensembles featuring instruments like: vocals, drums, and bass. There will also be opportunities for cadets to study and perform traditional folk music and world music.

Broadcast Journalism: Student Reporting Lab

This course is designed to give cadets hands-on experience with producing short news broadcasts. Cadets will choose the topics, and as a team, plan the broadcast, interview subjects, choose locations, and sound, video, and make final production edits. This course is offered with the cooperation and affiliation of PBS NewsHour Student Reporting Labs. PBS NewsHour Student Reporting Labs is a project-based learning program that supports teachers and young people to report on important issues in their community, creating impactful video reports for local media outlets and the national PBS NewsHour.

Ethnic Studies

This is an interdisciplinary course offered to guide cadets to develop skills to critically examine local, national, and global histories through the lens of race, gender, and class. By studying the

histories of race, ethnicity, class and culture, cadets will gain respect and empathy for individuals and a greater sense of community. Ethnic Studies will provide cadets opportunities to broaden their perspectives concerning lifestyles and cultural patterns of ethnic groups within the United States.

Military Science 9/PE, 10/PE, 11/PE, 12/PE

Advanced Public Safety (9th)

Introduction Emergency Response (10th)

Intermediate Emergency Response (11th)

Advanced Emergency Response (12th)

These courses incorporate the fundamentals and principles of the CACC and are organized as a quasi-military system. The CACC provides the framework for applied leadership. Cadets will learn military subjects, broaden understanding of citizenship, build leadership capacity, and develop a wellness practice. This learning will occur through daily lessons, physical fitness programs, wellness activities, and service projects.

Student Leaders

This course is designed to teach leadership skills and governmental structure which ultimately enhances school pride, spirit and culture as well as the cadet's individual knowledge of a working government. The class will focus on standards designed by the California Association of Directors of Activities and Common Core State Standards, including public speaking, written communication, service learning, presentation skills, community service, government hierarchy, procedures and elections, personal and social development, goal setting, group dynamics, business marketing, finance accounting, advertising, while positively impacting the entire cadet body.

Career Technical Education Pathways

- Our CTE Pathways are in varying stages of implementation; planned pathways include (full pathway descriptions appear in Section B, above):
 - Public Safety (CA Military Dept supported)
 - Beg Public Safety; Adv Public Safety; DE Administrative Justice; (+ CACC certification courses)
 - Emergency Management (ER)
 - Beg ER; Intermediate ER; Adv ER; DE Emergency Medical Technician (+CACC CERT certification + Peralta & Cal Poly Maritime partnerships)
 - Climate and Data Science
 - Earth/Space Science; Statistics; DE Statistics; DE Oceanography or DE Climate Science

- Computer Information Systems
 - Beg Computer Science; Intermediate Computer Science; Advanced Computer Science (+CACC drone operation & compTIA cybersecurity certification courses)

OMI Graduation Requirements

Subject Area		Credits Needed
History / Social Science	World History	10
	US History	10
	American Government	5
	Economics	5
English	English	40
Mathematics	Mathematics	30
Laboratory Science	Biology	10
	Physical Science	10
Language other than English	World Language	20
Visual and Performing Art	Visual and Performing Art	10
College Preparatory Electives	Military Science / PE Student Leaders / PE	40
	Electives**	25
	Ethnic Studies*	5
Total Credits Required:		220

* Ethnic Studies (5 credits) required for the class of 2030 and beyond

Consistent with Assembly Bill 101 (2021) and Education Code section 51225.3, and subject to appropriation by the State, the Charter School shall offer a one-semester course in ethnic studies and shall require completion of ethnic studies as a condition of graduation commencing with pupils graduating in the 2029-30 school year.

Consistent with Assembly Bill 2927 (2024) and Education Code section 51284.5, the Charter School shall offer a one-semester course in personal finance by the 2027-28 school year and shall require completion of the course as a condition of graduation commencing with pupils graduating in the 2030-31 school year.

Additional Requirements:

- Earn 220 units. For each class passed with a grade of “C” or better the cadet will receive 5 units of credits. To meet the minimum college entrance requirements, cadets must pass all classes with a “C” or better.

UC/CSU College Entrance Requirements “a-g”

“a”	History/Social Science	3 yrs. required
“b”	English	4 yrs. required
“c”	Mathematics	3 yrs. required, 4 recommended
“d”	Laboratory Science	2 yrs. required (in biology, chemistry and/or physics), 3 recommended
“e”	Language other than English	2 yrs. required, 3 years recommended
“f”	Visual and Performing Arts	1 full year of the same class
“g”	College Preparatory Electives	1 year required

Honors Courses: Oakland Military Institute College Preparatory Academy assigns extra grade points as follows for up to four units of certified honors level work: A = 5 points, B = 4 points, C = 3 points, D = 0. Cadets can see their counselor for details.

D and F Grades: D and F grades in CSU/UC “a-g” courses are required to be repeated as **full “a-g” completion is a graduation requirement at OMI**. Cadets must consult with their counselor to determine remediation options.

Dual Enrollment courses may fulfill an A-G graduation requirement under three conditions. The course must meet the UC College Course Guidelines. The course must also be identified as one of the six Cal-GETC areas (English Communication, Mathematical Concepts and Quantitative Reasoning, Arts and Humanities, Social and Behavioral Sciences, Physical and Biological Sciences, and/or Ethnic Studies). Finally, administration approval must be obtained prior to the beginning of the semester the cadet plans to take the course. DE coursework may be applied towards The OMI Advantage and Governor’s Baccalaureate Diplomas.

Note: Concurrent enrollment courses will not count towards meeting OMI high school graduation requirements, therefore concurrent courses will not be reflected on the OMI transcript, unless a waiver is granted based on extenuating circumstances.

Alternate Graduation Pathways

OMI complies with the state-mandated graduation exemptions and alternative pathways under Education Code sections 51225.1, 51225.2, and 51225.31 for all eligible students, including the following:

Assembly Bill (AB) 167/216 — Foster Youth (Ed. Code § 51225.1)

- Right to State Graduation requirements only: 130 credits in specified classes
- Right to a 5th year to complete graduation requirement

California AB 1806 (2014) (Ed. Code §§ 51225.1 and 51225.2)

- State Graduation requirements only: 130 credits for students experiencing homelessness
- Homeless Right to a 5th year if credit deficient

AB 2121 (2018) and AB 714 (2023) (Ed. Code §§ 51225.1, 51225.2) — Migratory Children and Newcomer Pupils: migratory children and newcomer pupils (as defined in Ed. Code § 51225.2) who transfer into the Charter School after their second year of high school are exempt from OMI graduation requirements that exceed the state minimum coursework requirements, are entitled to remain enrolled for a fifth year where necessary to graduate, and shall have partial credit accepted for coursework satisfactorily completed at a prior school.

Ed. Code § 51225.1 — Former Juvenile Court School Pupils and Children of Military Families: the same exemption from local graduation requirements exceeding the state minimums, fifth-year completion right, and partial-credit acceptance apply to former juvenile court school pupils and children of military families who transfer between schools after their second year of high school.

AB 181 (2022) (Ed. Code § 51225.31) — Alternative Diploma Pathway for Students with Significant Cognitive Disabilities, per the IEP

- For students with significant cognitive disabilities, that allows high school diploma attainment through meeting state minimum course requirements (130 credits in specified courses) using California's Alternate Achievement Standards. This allowance would be determined on an individual student basis with the IEP team expectation always starting with how a student can meet all state and local requirements for graduation. This opportunity would allow for the IEP team to carefully determine that the student would benefit from only meeting state (and not local) minimum graduation requirements, and to essentially waive local requirements for graduation.

Certificate of Completion

Students with disabilities may receive a certificate of completion upon meeting IEP-defined goals or completion of prescribed alternate coursework. Certificate recipients continue eligibility for special education services until meeting diploma requirements or age 22.

Early Graduation

Requests for early graduation must be formally submitted to OMI's College and Career Center before May 1 of a cadet's 10th grade year. The application will include a plan for completing OMI requirements that must be approved by the Chief Academic Officer or designee on or before the first day of school junior year.

FAFSA/CADAA completion

In accordance with Education Code section 51225.7, OMI confirms that each student in grade 12 completes and submits the Free Application for Federal Student Aid (FAFSA). Students exempt from paying nonresident tuition under Education Code section 68130.5 instead complete the California Dream Act Application. This requirement does not apply if the student's parent or guardian (or the student, if 18 or emancipated) submits the statutory opt-out waiver. OMI's College and Career Center provides individual assistance, family workshops, and application support in students' primary languages, and ensures that any information collected is handled consistent with state and federal privacy law. Completion of a financial aid application is not a condition of graduation.

Credit Recovery

Due to the rigorous requirement of requiring graduates to complete all UC/CSU A-G coursework in order to receive a diploma (excluding those qualifying for state minimum requirements under Assembly Bill (AB) 167/216/1806), OMI offers multiple opportunities for credit recovery and to validate a "D" grade in order to meet UC/CSU eligibility requirements. These include zero and 7th period credit recovery tutorial using a self-paced online, UC approved program (currently Edgenuity). Students may also attend summer school and various intersessions offered to school breaks. Credentialed staff, paraprofessionals and tutors support cadets in their self-paced courses.

How Parents Are Informed of the Transferability of Credits

Parents and guardians are notified annually, at enrollment and in the Cadet/Parent Handbook, of the transferability of courses to other public high schools and of the eligibility of courses to meet college entrance requirements. Courses approved by the University of California and the California State University as satisfying the "a-g" admissions criteria are identified as such on the course list published on OMI's website and in the annual course selection materials, and WASC accreditation supports the transferability of OMI coursework to other public high schools.

Academic Calendar

School Year

OMI's academic calendar exceeds the statutory minimum of instructional days required for grades 6-8 and 9-12.

Please see Appendix — for the 2026-2027 OMI School Calendar

School Day

Middle School -The instructional day runs from 8:00AM-3:05PM Monday, Tuesday, Friday and 8:00AM-2:00PM Wednesday and Thursday

High School - The instructional day runs 8:30AM-4:00PM Monday, Tuesday, Friday and 8:30AM-3:30PM Wednesday and 8:30AM-2:20PM Thursday

MS Mon, Tues, Fri					MS Wednesday/Thursday Schedule				
Instructional Total Minutes				370	Instructional Total Minutes				305
Period	Start Time	End Time	Minutes		Period	Start Time	End Time	Minutes	
Breakfast	7:30 AM	8:00 AM	30		Breakfast	7:30 AM	7:55 AM	25	
Formation	8:00 AM	8:15 AM	15		passing	7:55 AM	8:00 AM	5	
passing	8:15 AM	8:20 AM	5		Formation	8:00 AM	8:15 AM	15	
Period 1	8:20 AM	9:15 AM	55		passing	8:15 AM	8:20 AM	5	
Second Chance Breakfast	9:15 AM	9:25 AM	10		Period 5/6	8:20 AM	9:40 AM	80	
passing	9:25 AM	9:29 AM	4		Second Chance Breakfast	9:40 AM	9:50 AM	10	
Period 2	9:29 AM	10:24 AM	55		passing	9:50 AM	9:55 AM	5	
passing	10:24 AM	10:28 AM	4		Period 3/4	9:55 AM	11:15 AM	80	
Period 3	10:28 AM	11:23 AM	55		passing	11:15 AM	11:20 AM	5	
passing	11:23 AM	11:28 AM	5		Lunch	11:20 AM	12:00 PM	40	
Lunch	11:28 AM	12:08 PM	40		passing	12:00 PM	12:05 PM	5	
passing	12:08 PM	12:12 PM	4		Advisory/SSR	12:05 PM	12:35 PM	30	
Period 4	12:12 PM	1:07 PM	55		passing	12:35 PM	12:40 PM	5	
passing	1:07 PM	1:11 PM	4		Period 1/2	12:40 PM	2:00 PM	80	
Period 5	1:11 PM	2:06 PM	55						
passing	2:06 PM	2:10 PM	4						
Period 6	2:10 PM	3:05 PM	55						

HS Mon, Tues, Fri					HS Wed-Block					HS Thurs-Block				
Instructional Total Minutes					Instructional Total Minutes					Instructional Total Minutes				
Period	Start Time	End Time	Minutes		Period	Start Time	End Time	Minutes		Period	Start Time	End Time	Minutes	
Breakfast	7:30 AM	8:25 AM			Breakfast	7:30 AM	8:20 AM			Breakfast	7:30 AM	8:25 AM		
passing	8:25 AM	8:30 AM			passing	8:25 AM	8:30 AM			passing	8:25 AM	8:30 AM		
Period 1	8:30 AM	9:21 AM			Period 5	8:30 AM	10:05 AM			Period 6	8:30 AM	10:05 AM		
passing	9:21 AM	9:26 AM			Mid-Morning Break	10:05 AM	10:15 AM			Mid-Morning Break	10:05 AM	10:15 AM		
Period 2	9:26 AM	10:16 AM			Passing	10:15 AM	10:20 AM			passing	10:15 AM	10:20 AM		
passing/break/pantry	10:16 AM	10:26 AM			Period 3 SSR	10:20 AM	10:35 AM			Period 4 SSR	10:20 AM	10:35 AM		
Period 3	10:26 AM	11:16 AM			Period 3	10:35 AM	12:10 PM			Period 4	10:35 AM	12:10 PM		
passing	11:16 AM	11:21 AM			Lunch	12:10 PM	12:40 PM			Lunch	12:10 PM	12:40 PM		
Period 4	11:21 AM	12:12 PM			passing	12:40 PM	12:45 PM			passing	12:40 PM	12:45 PM		
Passing	12:12 PM	12:17 PM			Period 1	12:45 PM	2:20 PM			Period 2	12:45 PM	2:20 PM		
Formation	12:17 PM	12:37 PM			passing	2:20 PM	2:25 PM							
Lunch	12:37 PM	1:07 PM			Period 7	2:25 PM	3:30 PM							
passing	1:07 PM	1:12 PM												
Period 5	1:12 PM	2:02 PM												
passing	2:02 PM	2:07 PM			Prep/Collab/CST	3:30 PM	4:00 PM							
Period 6	2:07 PM	2:57 PM												
Passing	2:57 PM	3:02 PM												
Period 7	3:02 PM	4:00 PM												

See Appendix — for full bell schedule with minimum day and brigade schedules

Instructional Minutes

OMI complies with the minimum annual instructional minutes required by Education Code 47612.5, which stipulates a minimum of 64,800 minutes for students in grades 9-12 and 54,000 for students in grades 6-8.

The table below illustrates the comparison between the state minimum required minutes and OMI's academic calendar.

Figure —Instructional Minutes Comparison

CA Grades 6-8 Required Minutes	54,000	CA Grades 9-12 Required Minutes	64,800
OMI Instructional Minutes 6-8	59,735	OMI Instructional Minutes 9-12	65,350

Professional Development

OMI is committed to continuous, job-embedded professional learning for all staff — certificated, classified and military cadre. Professional development (PD) at OMI is not a series of one-time workshops nor are we courted by flashy vendors and conferences; it is a sustained, coherent system of capacity-building that is aligned to student outcome data, responsive to teacher

needs, a marker for distributive leadership and evaluated for effectiveness through the LCAP and WASC Action Plan.

Time, Space and Co-Construction

Time — Our annual instructional calendar and our bell schedule intentionally embed professional learning and collaboration time into the work day and work year. Two early release days per week provide 3-4 hours of grade level team, department and whole school training time weekly. OMI also maintains its investment in full day and minimum day PD days to start the year strong and provide follow up opportunities to revisit concepts and jointly score, calibrate and analyze performance data throughout the year.

Space — In 2023, we remodeled spaces in our “Bside” campus into a professional development space

Construction — Our professional development planning and collaboration schedule is co-constructed by the Instructional Leadership Team (ILT) and the Administrative Team. The ILT is composed of teacher leaders in every academic area (plus counseling).

OMI's PD framework has six interconnected components, each aligned to a specific student outcome or instructional priority:

- **Instructional Coaching:**
 - All new teachers and teachers in induction are assigned coaches/mentors. Induction mentors are trained by Sacramento County Office of Education (SCCOE), Alameda County Office of Education (REACH) or El Dorado SELPA. New teachers and inductees develop an individualized learning plan aligned with personal and administrative goals, learn the formative assessment process and receive weekly mentoring and bi-monthly observation.
 - Annually, in alignment with the professional development plan, designated teachers and/or departments of focus are provided training and follow up coaching with regular classroom observations and coaching cycles from instructional coaches and site administration.
 - Whole school training initiatives serving LCAP instructional goals include structured writing, integrating ELD, common benchmark calibration (cycles of inquiry) and implementing effective classroom management routines and systems (CHAMPS and STOIC framework)
 - Trainer of trainer models and peer to peer learning. At OMI we believe that for sustainable and measurable impact from professional development, it must become part of the culture and the expertise and trainers must be grown from within. Therefore, outside consulting comes only in small doses of intensive training and large, ongoing coaching and training from on-site peer experts. Our best trainers and coaches are our teachers.

PLCs and Data Review:

- Weekly ASG (grade-level) team meetings bring together teachers by grade level to review cadet data, such as attendance, grades, disciplinary entries, student work, and classroom participation for support, intervention and advancement.
- Monthly, Departments convene to review Common Formative Assessment data, examine student work, identify learning gaps, and adjust instruction.
- Monthly full-faculty PLCs address schoolwide themes including trauma-informed practice, equity, and data use. The CCEE-designed cycle of improvement — analyze data, identify root cause, design action, implement, monitor — is the framework for all PLC work.

Curriculum Alignment and Pacing:

- Teachers use shared curriculum pacing guides, vertically aligned across grade levels 6–12 in ELA, Math, Science, and Social Studies. The pacing guide was developed collaboratively and is reviewed annually. Shared assessments (FIABs) at grade level ensure coherent instruction and fair comparison of student results.

Equity, Trauma-Informed Practice, and Social-Emotional Learning:

- Monthly PD sessions address trauma-responsive teaching approaches, culturally responsive pedagogy, implicit bias awareness, PRISM and the social-emotional needs of OMI's predominantly Latino, Black and special needs student population. ASG framework training — including how to conduct weekly ASG team reviews of individual at-risk students — is embedded in this strand.

EL-Specific Professional Development:

- All certificated staff receive ongoing EL Achieve training, reinforced by the five core principles of QTEL instruction (academic rigor, high expectations, quality interactions, language focus, quality curricula), pedagogical scaffolds (modeling, bridging, contextualization), and strategies such as Sentence Unpacking, Language Dives, and Gradual Release of Responsibility.

Military Cadre Professional Development:

- CACC cadre staff participate in California Cadet Corps professional development including the CACC Leadership Training Schools, Summer Encampment certification programs, AGI preparation, and Command-level guidance and training. Cadre PD is governed by CACC regulations and coordinated with the Senior Army Instructor (SAI). Cadre are also included in all site initiatives and trainings, so they will use the common instructional approaches, such as Jane Schaffer Writing Program and the CHAMPS and STOIC framework in their classes as well.

Schoolwide Implementation (Common Language and Protocols)

- With a large multi-lingual population, it is important to use common language, systems and routines across content areas and grade levels with both academic terms and structured classroom routines. This entails interdisciplinary training and ensuring new staff are properly trained in procedures and methodologies.

- To this end, all teachers receive annual training at the start up of the year as they set up classroom common expectations, common routines and common progressive discipline systems developed with coaching and training from Safe and Civil Schools on how to effectively implement the STOIC and CHAMPS framework

Professional Development Calendar Sample

Month	Full-Staff PD Focus	PLC / ASG Focus	Coaching Focus
August	School culture, school safety, classroom management	Student Centered Discussions, CFA design	Observation norms, TRU/EL Achieve intro
September	Equity and Inclusion	First CFA analysis and response	First coaching cycles begin
October	MTSS/CST process and referral training	Student data review — attendance and grades	Mid-semester check-in observations
November	Trauma-informed practice	CFA data analysis, Tier 2 assignments	Coaching: ELA focus (JSWP)
December	PRISM Training	Semester data review and goal reset	Coaching cycles: Math (TRU)
January	Training cycles refresh	CFA design for semester 2	EL Achieve observation cycle
February	LCAP mid-year review with staff	Mid-year data review and action adjustments	Coaching: Science & SS focus
March	College and career readiness focus	Spring CFA alignment	Classroom visits — leadership team
April	CAASPP Prep	CAASPP prep — equity lens	Coaching: student engagement focus
May	End of the year review	End-of-year data review	Year-end reflection and PD planning
June	Staff retreat — year reflection & goal-setting	Summer planning and curriculum review	Coaching outcomes and celebration

D. School Culture

OMI's motto, ***Age Quod Agis***, recited by cadets daily, symbolizes the wholehearted mindset we work to instill. ***Age Quod Agis*** is a timeless Latin maxim that literally translates to "do what you are doing". It is a powerful call to single-minded mindfulness, urging you to bring your absolute focus and whole self to the present task, rather than letting your energy scatter across distractions or unwritten tomorrows. Rooted in ancient philosophy, this mindset serves as a practical antidote to the modern trap of multitasking (and cell phones!) that negatively impacts both human connection and sense of purpose. Whether cadets are working, resting, or spending time with loved ones, it reminds them to engage deeply in that exact moment.

In support of mindfulness and purpose, Oakland Military Institute was founded on the conviction that structure is a form of care. Its culture rests on a stated value spine, the Four Pillars of Academics, Leadership, Citizenship, and Athletics, and the Cadet Code of Honor: "A cadet is

respectful and will not lie, cheat, or steal, nor tolerate those who do.” The cadet model, consisting of uniform standards, morning formation, rank progression, merit recognition, and daily accountability to caring adults, is not adjacent to school culture at OMI; it is the school culture. It is delivered at a minimum 7:1 cadet-to-adult engagement ratio that keeps every cadet within daily reach of an adult who knows them.

Three consecutive administrations of the California Healthy Kids Survey (2023-24, 2024-25, and 2025-26) now span the charter term. They demonstrate that our structure produces, first and foremost, physical and socio-emotional safety. Safety is the most important rung on Maslow’s hierarchy of needs and the most critical element necessary to lower Krashen’s “affective filter,” opening cadets’ minds to learning and beginning their journey towards self-actualization.

Across all three years, adults’ high expectations remain among the strongest developmental support cadets report — 59-71% at baseline, rising as high as 79% at grade 11 in 2024-25 and holding at 72% in 2025-26, with entering 6th graders reporting 86%. Caring adult relationships in grade 11 have strengthened each year of the series: from 53% to 70% to 72%. Safety perception tells a three-year story of durable improvement at the top of the school. In each of the last two years, 78-80% of cadets in grades 11-12 rated school safe or very safe, up from 60-70% at baseline. For two consecutive years, not a single senior surveyed reported feeling unsafe; in 2025-26 not a single 11th grader did either.

High school harassment declined across the term (grade 9: 35% to 29%; grade 11: 18% to 12%), and high school chronic sadness fell dramatically, where it was worst — grade 11 from 28% to 12% to 8%, grade 12 from 37% to 19%. The culture is also an equitable one, and stakeholders say so from every side: parents agree OMI enforces school rules equally for all students (86% rising to 92%) and treats all students with respect (90% rising to 92%); staff reports equal opportunity for all students in classroom discussion (97%) and extracurricular activities (83%).

Parents corroborate the culture itself: on the 2024-25 California School Parent Survey, 96% agreed that OMI is a safe place for their child, 90% agreed that adults at OMI really care about students, and 100% agreed that facilities are clean and well-maintained. Staff perception completes the triangulation: 97% of staff agree that adults at OMI want every student to do their best, and 80% affirm that OMI is a safe place for students (2023-24 CSSS). These perceptions align with OMI’s behavioral outcomes over the charter term, including a reduction in the suspension rate from 8.32 percent to 2.00 percent and a drop in middle school chronic absenteeism from 25 percent to 12 percent — discipline outcomes achieved not by exclusion but by structure, relationships, and restorative practices.

With success comes more work still to do. OMI candidly reports its growth areas across all three years — that candor itself is an expression of the Code of Honor. Middle school cadets continue to report elevated peer harassment (34-56% in 2025-26) and chronic sadness (24-35%), with grade 7 the clear point of concentration in the most recent administration; and one high school cohort (current 10th graders) has reported depressed connectedness and elevated boredom for two consecutive years.

These results drive OMI’s tiered response: ASGs, elevated on-campus counseling and mental health services, PBIS, restorative practices, and targeted anti-bullying intervention at the middle

school for the class of 2028. The record shows the response pattern works. The 9th-grade transition dip identified in 2024-25 reversed in 2025-26 (connectedness 45% to 53%, chronic sadness 38% to 22%, boredom 47% to 35%) after transition supports were reinforced. This replicated the upper-division recovery achieved the year before. OMI will continue to report progress against these measures in each survey administration.

Please see Appendix — CHKS Survey Results for CHKS survey results

Student Safety and School Climate

OMI's school climate data from the California Healthy Kids Survey (CHKS) SY 2024–25 shows strong safety perceptions in the upper high school grades, with areas needing attention in transition years (7th and 9th grade):

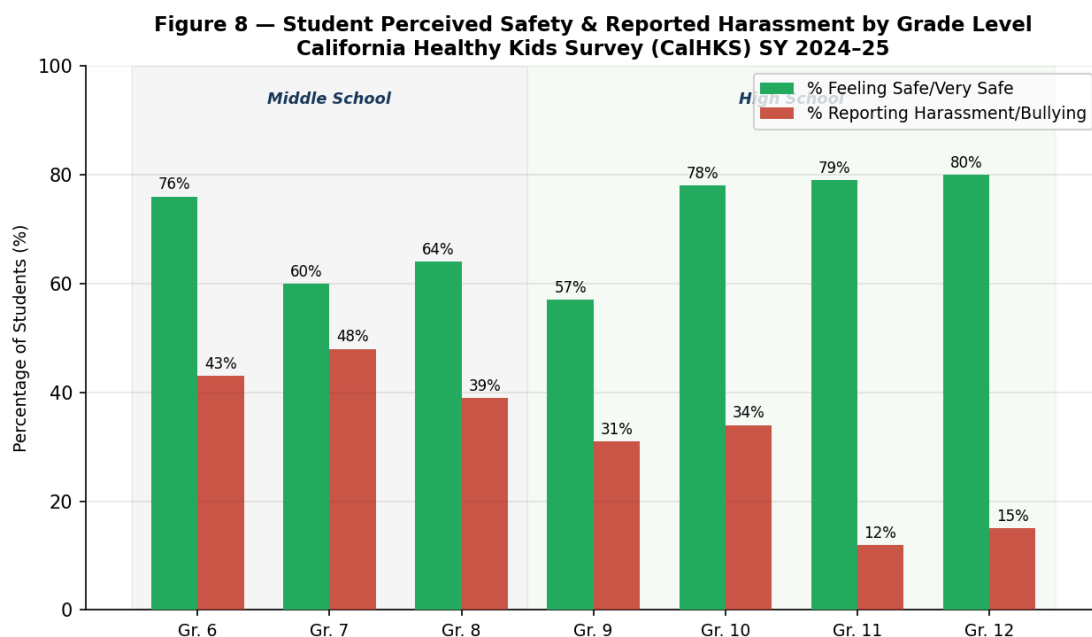


Figure 8 — Student Perceived Safety and Harassment by Grade Level (CalHKS SY 2024–25)

The grade-level pattern, with lows in the 7th and 9th grade transition years rising to strong rates in grades 10-12, This pattern confirms that students adapt positively to OMI's structured environment over time — an important strength of the military school model.

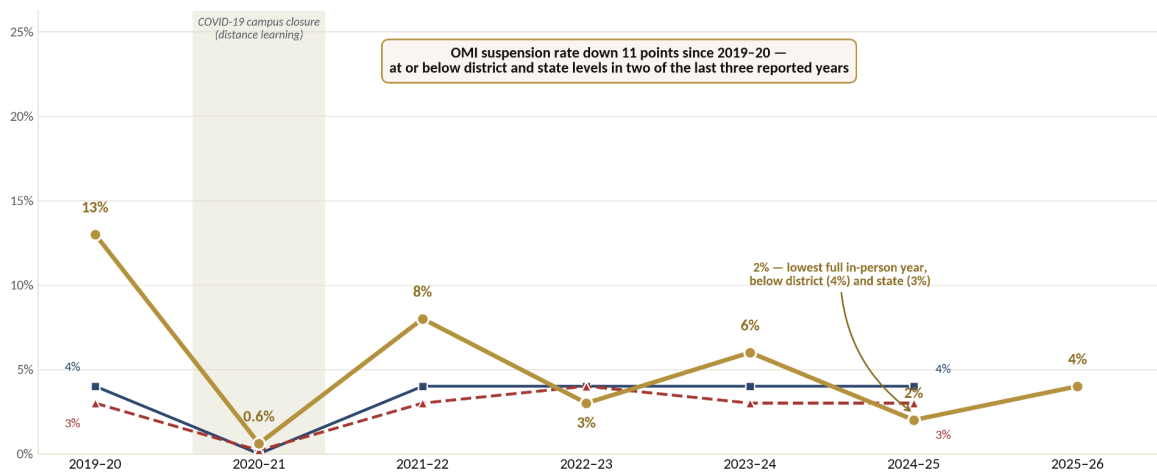
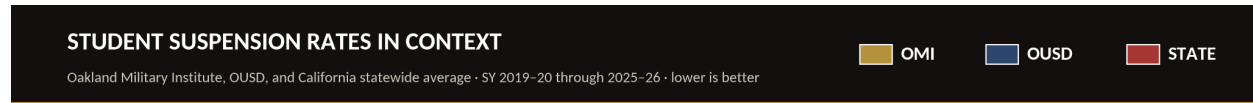
Suspension and Expulsion Data

OMI has placed a priority on proactive measures to reduce poor decision-making and incidences mandating suspension under CA Ed Code. These efforts have worked to lower our suspension rates over time. Suspension rates have trended downward during the term of our charter. Our biggest successes have been in our Low Income, English Learner and Latinx subgroups. Initiatives that improved our suspension rates include:

- Preventative supervision — Staff supervision assignments were revamped, increased and safety dispatch office was created to get in front of potential conflict.

- Increased Wellness Center services to provide conflict mediation, restorative practices and alternatives to suspension.
- New Cadet Service Center to centralize and streamline cadet supports with Wellness.

Subgroups of focus for our next charter term: African American and Special Education. Although we cut suspension rates of these subgroups in half and reached 2% and 3% in two of the four years, both groups remain the highest suspended with 10% and 7% rates in 2026 respectively.



2020-21 rates reflect COVID-19 distance learning; suspensions were near zero statewide. OUSD and state figures for SY 2025-26 have not yet been published.

Source: Suspension rate data, Oakland Military Institute Student Data Office, July 2026.

Suspension Rate (by subgroup)						
School Year	Latino / Hispanic	Black / African Amer.	Asian	Low Income	Special Education	English Learners
2019-2020	14%	19%	4%	14%	16%	13%
2020-2021	0.80%	0%	0%	NR	NR	NR
2021-2022	7%	20%	0%	8%	14%	6%
2022-2023	3%	6%	0%	3%	4%	3%
2023-2024	6%	11%	4%	6%	10%	5%
2024-2025	2%	3%	2%	2%	2%	2%
2025-2026	4%	10%	3%	5%	7%	2%

NR = Not Reported. Data were suppressed because the subgroup size was too small to protect student privacy.

Figure 6 — OMI Suspension Rate Trend: 76% Reduction Over the Charter Term (SY 2021–22 to SY 2024–25)

OMI's suspension rate has declined from 8.32% (SY 2021–22) to 2.00% (SY 2024–25) — a 76% reduction over the charter term (from a 13% pre-renewal baseline in SY 2019–20). This dramatic improvement reflects the integration of restorative practices, the ASG early intervention model, and the military structure's built-in accountability system (rank, formations, cadet code) that addresses behavioral concerns through structured mentorship before they escalate to formal discipline. The suspension rate reached below the California state average of approximately 2.9% in 2025, placing OMI in the Blue performance level (the state's highest) on the California Dashboard, while maintaining a zero percent expulsion rate. Discipline at OMI is a teaching system, not a removal system, and the data reflect it.

E. Student Engagement and Satisfaction

OMI's Four Pillars develop cadets who work — and the three-year survey record shows the school converting that work ethic into belonging, voice, and joy, grade by grade. The mechanism is adult engagement at a density few schools can offer: a minimum 7:1 cadet-to-adult engagement ratio school-wide, intensifying to 3:1 in academic tutoring, so that the cadet who struggles is not referred to help — they are already standing next to their support system.

Attendance and Chronic Absenteeism

The most important indicator of student engagement is attendance. OMI has maintained Average Daily Attendance (ADA) of approximately 94% over the last 3 years. The second most important indicator is Chronic Absenteeism. OMI has reduced its Chronic Absenteeism in grades 6-8 to 12% by improving culture and monitoring systems. Next is the cadets' sense of self-efficacy.

Across all three CHKS administrations, a majority of cadets at every grade — and as many as 97% of entering 6th graders in 2025-26 — agreed they try hard at their schoolwork and are always trying to do better: a durable signature of the cadet model's academic work habits, and the direct product of structure and discipline practiced daily. Joy of learning is the newest and most important gain, and it is appearing exactly where the model reaches cadets earliest. In 2025-26, 6th graders report academic motivation of 85%, value of school at 90 (the highest single reading in the three-year series), and boredom at a series-low 16. They also report meaningful participation of 46% (the highest middle school reading in the series) and interest-driven effort of 65%, up from 48% at baseline. This is early evidence that the joy-of-learning agenda (hands on electives, bolstered leadership and sports, mentoring relationships from tutors, expanded dual enrollment, College/Career Indicator up from 65% to 73.3% with 80% in 2026) is reaching cadets earlier.

The joy-of-learning agenda is also an equity agenda in multiple ways:

- Celebration and frequent recognition has been the cornerstone of our improvement in the area of joy and engagement and it all started with engaging our parents, cadets and staff in the Community Engagement Initiative sponsored by the CA Collaborative for Educational Excellence. This team brainstormed the idea of transforming dull parent meetings into Grizzly Family Nights that celebrated our community by throwing

recognition parties every month. They also take credit for infusing our formations every week and Brigade formations every month with celebrations and recognition ceremonies. Furthermore, our staff meetings now open with expressions of appreciation and gratitude. With so many celebrations and such a broad array of achievements to recognize, we have been able to spotlight almost every cadet and staff member for their growth and contributions to OMI.

- The greatly expanded athletics and club level programming reaches more cadets with varied interests and skillsets and opens roster spots. Recent additions include MS soccer, flag football, basketball, and wrestling and HS wrestling, badminton and flag football
- With guaranteed Dual enrollment seats grades 9-12, this advanced program reaches students whom such programs most often miss, with 92% low-income and 64% first-generation students participating.
- The upper-division engagement recovery first recorded in 2024-25 has held: grade 11 connectedness stands at 48-56% across the last two years (from 41% at baseline), grade 11 value of school reached 71% in 2025-26 — the highest high school reading of the series — and senior boredom remains well below its 46% baseline (32-36%).
- Meaningful participation, cadets' sense of voice in school decisions, was the weakest construct at baseline. It remains above its 2023-24 level at five of seven grades, including grade 11 at 43% (from 23%) and grade 12 at 34% (from 21%). The Cadet Corps leadership pipeline is the rank structure that gives every cadet, not a selected few, a pathway to lead. These results are evidence that the pipeline and the Community Engagement Initiative (on which three cadets serve as full members) have durably raised cadet voice, even as year-to-year readings fluctuate.

OMI is equally candid about where the 2025-26 data direct its attention next. One cohort, this year's 10th graders, has reported depressed engagement for two consecutive years and is receiving academic support group or ASG attention. High school academic motivation softened in 2025-26 even as middle school motivation rose. Cadets' expressed interest in schoolwork, though improved at the entry grades, still trails their effort. OMI reads that gap as its mandate: the structure has built the work ethic; the improvement agenda is building the joy — and three administrations of data now show both where it is working and exactly where to aim next.

F. Community School: Ongoing Family Involvement and Satisfaction

At OMI, family engagement is an extension of the Code of Honor — respect, practiced outward — and the school presents it through three aligned lenses: cadets, staff, and parents themselves. On the 2024-25 California School Parent Survey, 100% of responding parents agreed that OMI staff treat parents with respect and that the school keeps them well-informed. In addition, 95% agreed OMI encourages them to be active partners in their child's education. Further, 90% agreed staff take parent concerns seriously and respond promptly to calls and messages, and 86% agreed parents feel welcome to participate.

Participation behavior matches perception: 95% of responding families attended a general

school meeting that year, and half attended a parent-teacher conference. The 2025-26 CSPS (n=45, nearly double the prior sample) confirms these results as a two-year parent trend. Of responding parents, 97% agree staff treat parents with respect and 96% that the school keeps them well-informed (100% each in 2024-25). In addition, 92% agree that OMI encourages them as active partners in their child's education (95%) and 92% that staff take parent concerns seriously (90%). Finally, 87% agree that parents feel welcome to participate (86%). Parents also affirm the equity of the culture their children experience: 92% agree that OMI enforces school rules equally for all students (up from 86%), and 92% agree that OMI treats all students with respect (up from 90%).

Reported participation deepened in the second year: parent-teacher conference participation rose from 50% to 82%, attendance at school or class events from 53% to 71%, meetings with a school counselor from 35% to 51%, and PTO/PTA participation from 45% to 53%, while attendance at a general school meeting remained the most common behavior at 81%. Cadets report the same welcome, and the improvement recorded in 2024-25 at the upper grades has held. Student ratings of the school's promotion of parental involvement at grades 11-12 stand at 57-59% in both of the last two years, up from 43-47% at baseline. Among 2025-26 seniors, 'staff take parent concerns seriously' reached 63%, the grade's highest reading of the series.

Staff agree at comparable rates: 86% say OMI is welcoming to parents, facilitates parent involvement, and encourages parents as active partners, and 88% say staff takes parents' concerns seriously (2023-24 CSSS). Family-facing evidence from the current term corroborates the survey record. Mid-year 2025-26 parent survey results (n=80) show 95% satisfaction with school communication and 87.8% with school safety. Monthly Grizzly Family Nights have doubled average attendance (25 to 50+, with peaks above 100) and delivered more than 200 cadet recognitions to families in person. OMI's Community Engagement Initiative team seats two parents alongside staff and cadets.

OMI acknowledges its growth areas candidly and reads them through an equity lens. Only 15% of surveyed parents have served on a school committee, and 26% rate bullying a large problem (small sample, n=23); both readings were essentially unchanged in 2025-26 (11% committee service; 24% bullying; n=45). English-learner parents rate feeling welcome and being treated as partners markedly lower than non-EL parents (small n, but directionally consistent), and formal parent leadership structures remain the priority. Our parent attendance rate to Grizzly Family Nights has skyrocketed due to the celebratory nature of the events; however, participation in the formal parent leadership meeting portion of parent nights, ELAC and Parent/Cadet Alliance (School Site Council), remains stubbornly low. Our newly recruited Community liaison will lead this effort.

G. Special Populations: Identification, Remediation, and Acceleration

OMI is committed to identifying, supporting, and challenging every student — regardless of learning difference, language background, immigration status, or prior academic experience.

This section describes OMI's systems for serving all special populations, with particular depth on the MTSS/BARR framework, the CST process, and the English Learner program.

MTSS

OMI employs a three-tier MTSS framework — implemented in partnership with the CCEE in 2022 — to provide differentiated levels of academic and social-emotional support to all students. MTSS is not a separate program; it is the organizing framework through which all of OMI's intervention, enrichment, and support services are coordinated and monitored.

Figure K.1 — OMI Multi-Tiered System of Supports (MTSS)

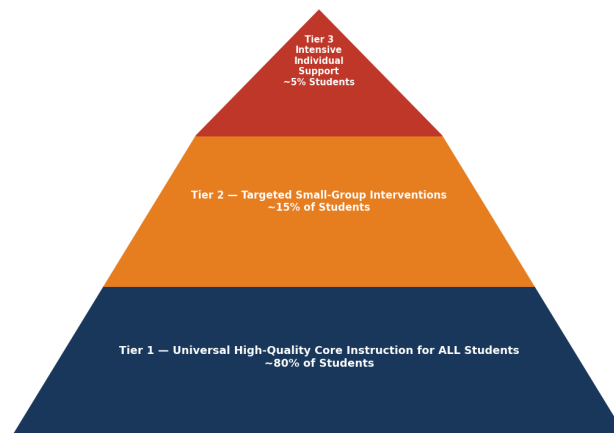


Figure K.1 —MTSS Pyramid

- Tier 1 — Universal (All Students, ~80%): High-quality, standards-aligned core instruction in every classroom, every day. Tier 1 at OMI includes the Formative Assessment Process, Culturally Responsive Pedagogy, Universal Design for Learning, and CHAMPS and STOIC methods; Content-Specific Pedagogies include the TRU Framework math instruction, JSWP for composition, EL Achieve strategies for ELD, and the CACC leadership structure that creates a consistent, disciplined learning environment. Advisory SEL curricula are a Tier 1 support. The expectation is that approximately 80% of students succeed with Tier 1 alone.
- Tier 2 — Targeted (Identified Students, ~15%): Small-group supplemental interventions for students who are not making adequate progress with Tier 1 instruction. Tier 2 supports at OMI include: the High-Impact Tutoring program (3+ sessions per week, groups of 1–4 students); Science of Reading intervention programs (Third Quest, The Hallway); ELD support beyond designated and integrated ELD, wellness center check ins, and lunch bunch activities. Tier 2 assignments are made through the CST process and monitored every 4–6 weeks.
- Tier 3 — Intensive (Highest-Need Students, ~5%): Individualized, intensive support for students with the most complex academic and social-emotional needs. Tier 3 supports at OMI include: intensive 1:1 tutoring; daily academic progress monitoring; community mental health referrals through the OMI Wellness Center; and coordination with outside service agencies. Tier 3 students are reviewed at every CST meeting.

BARR Model: Building Assets, Reducing Risks Becomes the OMI ASG Care Teams

OMI began implementation of BARR's model in 2022 with heavy facilitation and we have worked toward internal expertise and independence for long term sustainability. OMI's implementation of the BARR (Building Assets, Reducing Risks) model, now adopted as our **ASG Model** is the connective tissue between the MTSS framework and the daily human relationships in the school. While the original BARR model is specifically designed to prevent the 9th grade failure cascade that drives high school dropout, OMI committed to integrating the grade level care team model (ASGs) across all grades 6-12 further cementing it into OMI culture.

Figure 11 — BARR Model (Building Assets, Reducing Risks)
OMI's Early Warning & Intervention Framework

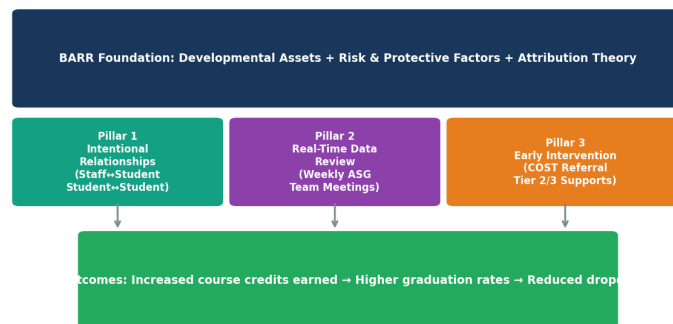


Figure 11 — ASG Model (formerly BARR): OMI's Early Warning and Intervention System

ASG have two core components: (1) intentional relationships — between staff and students, among students, and between staff members working with the same group of students; and (2) real-time data review — weekly ASGs team meetings in which teachers share behavioral, attendance, and academic data on individual students and identify those who need immediate attention. The model integrates the Developmental Assets framework (building protective factors), Risk and Protective Factors (preventing harm), and Attribution Theory (ensuring students see academic difficulty as something they can overcome, not as fixed identity). OMI uses ASGs in grades 6–12 to identify at-risk students early and connect them to Tier 2 supports before they fail a class, miss too many days, or disengage from school entirely.

CST

CST is the operational mechanism through which MTSS and ASGs generate concrete student interventions. The CST team meets bi-weekly and includes the principal or designee, school counselor, special education coordinator, relevant classroom teachers, and other support providers as relevant to each case.

CST process operates as follows: any teacher, parent, counselor, or staff member may submit a referral when a student shows signs of academic, behavioral, attendance, or social-emotional concern. Referrals are reviewed at the bi-weekly CST meeting, within 10 school days. The CST team reviews all available student data — attendance, grades, behavioral incidents, CFA results, teacher observations — and assigns the appropriate Tier 2 or Tier 3 intervention.

Progress is monitored over a 4–6 week period. At the end of the monitoring period, the CST team reviews whether the student has made adequate progress (and can exit the intervention) or whether further escalation is needed — up to and including referral for special education assessment. All referrals, interventions, monitoring results, and outcomes are documented in the student's cumulative file.

Supports for Students Who Are High-Achieving

OMI's multi-pronged diagnostic system (CAASPP scores, Renstar scores, IXL diagnostic, course grades and teacher recommendation) not only provides for intervention placement, but also identifies high achieving cadets who need acceleration and enrichment. This is provided in the following ways:

Middle School

- Embedded Differentiated Instruction and enrichment activities by choice
- Placement in advanced courses
- Advanced elective courses, such as music, engineering
- Advanced to the next grade or appropriate grade or enrollment in high school courses

High School

- Embedded Differentiated Instruction and choice of project options and independent reading
- Placement in advanced classes
- Elevated course placement in math and science or enrollment in multiple levels of coursework (ie enrolled in Geometry and Algebra 2 at the same time)
- Options to enroll in College level dual enrollment courses and/or concurrent enrollment in college level courses beyond OMI's offerings.

Support for Students with Disabilities

OMI attests that FAPE shall be provided to all enrolled students. OMI's status as its own LEA in the El Dorado County Charter SELPA, its special education compliance obligations, and its referral, assessment, and IEP development and review procedures are described in full in the Special Education section earlier in this Element and are not restated here.

In addition to receiving all services, accommodations and service minutes as outlined in a cadet's IEP, a cadet with an IEP has access to all services and interventions available schoolwide. Case Managers sit on the ASG Teams and also work closely with the Wellness Center, School psychologist and Cadet Services to coordinate services. Therefore, a cadet may receive study skills for executive functioning skills, Academic Success for reading needs, Math Tutorials for individual math needs, speech and language services and the Wellness Center for counseling services.

OMI's inclusive service delivery model is central to these results. Services are delivered through a combination of push-in support, in which Education Specialists and paraprofessionals provide

specialized academic instruction and accommodations within the general education classroom, and targeted pull-out instruction, in which cadets receive intensive, skills-based small-group instruction aligned to their IEP goals. Cadets who at other schools might be placed in special day classes that do not suit their needs remain, at OMI, full members of the corps of cadets: they wear the same uniform, hold rank, participate in formation and leadership, and pursue the same A-G course of study with the supports needed to succeed. The IEP team determines the mix of push-in and pull-out services individually for each cadet, consistent with the least restrictive environment mandate. To the extent a student requires additional supports or placements, OMI fulfills all such obligations consistent with the IDEA.

English Learner Support Program

OMI is committed to high levels of academic success for all students, including ELs, long-term English Learners, and English Learners at risk of becoming long-term English Learners. OMI meets all applicable legal requirements for ELs. These include, but are not limited to: annual notification to parents; student identification, placement, and program options; EL and core content instruction which are researched based; teacher qualifications and training; re-classification to fluent English proficient status; monitoring and evaluating program effectiveness; and standardized testing requirements. OMI implements policies to assure proper placement, evaluation, and communication regarding EL and the rights of students and parents.

OMI serves English Learners at approximately 33% of total enrollment. OMI's vision for serving English Learners is grounded in a fundamental belief: English Learner status is not a deficit — it is a linguistic resource. OMI's approach accelerates, not delays, English language development by insisting on grade-level academic rigor while providing the scaffolded language support that makes that rigor accessible.

OMI utilizes a curriculum that addresses language acquisition at the student's individual level. For students who are beginning to learn the English Language, they are provided with more intensive reading and writing support, as well as access to a bilingual aide and scaffolds to help them to access the curriculum. As students increase in their language acquisition and improve their skills, their academics increase in level of challenge and students get closer to achieving criteria for reclassification.

EL Identification and Designation

Figure K.3 — OMI English Learner Designation Process

Step	Process	Instrument/Tool	Timeline
1	Initial Language Identification	Home Language Survey (HLS)	At Enrollment
2	Initial ELPAC Assessment	ELPAC Initial Assessment	Within 30 School Days
3	EL Designation	ELPAC Score < 4 → Designated EL	After Assessment
4	Parent Notification	Written Notice in Home Language	Within 10 Days of Designation
5	ELD Program Placement	Designated & Integrated ELD	Immediately Upon Designation
6	Annual Assessment	ELPAC Summative (Annual)	Each Spring

Figure K.3 — OMI English Learner Designation Process

At enrollment, all families complete the Home Language Survey (HLS). Any student whose home language survey indicates a language other than English is administered the ELPAC Initial Assessment within 30 calendar days. Students scoring below Overall Level 4 (Well Developed) are designated as English Learners. Parents receive written notification in their home language within 10 days of designation. EL designation triggers immediate placement in Designated ELD instruction and ensures integrated, explicit language instructional strategies are applied across all content-area classes.

Home Language Survey

OMI administers the home language survey upon a student's initial enrollment. California Education Code contains legal requirements that direct schools to assess the English language proficiency of students who are acquiring English as a new language. This process begins with determining the language(s) spoken in the home of each student. Parents must respond to the home language survey in order to assist in determining if a student's proficiency in English should be tested. This information is essential in order to provide adequate instructional programs and services.

EL Identification Process

After families have self-identified as having a language other than English in the home, their students transferring into OMI will be given the appropriate assessment based on an in-depth review of their cumulative files and CALPADS records. Based on a student's personal academic history, they are designated as one of the following:

- **English Learner-** A student who does not speak, read, write or understand English well as a result of English not being their home language as determined by assessments administered in a prior district.

- **Reclassified Fluent English Proficient**- Former EL student who has met multiple criteria adopted by a previous district that demonstrate an English language proficiency comparable to that of an average native English speaker.
- **Initial Fluent English proficient**-A student whose initial English proficiency test results have identified them as fluent English proficient.
- **To Be Determined**-A student with no prior history in a California public school who needs to take an initial English proficiency assessment.

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (“ELPAC”). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- **Initial Assessment (“IA”)**
The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.
- **Summative Assessment (“SA”)**
ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are paper–pencil assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English, as determined by the home language survey, shall be assessed

for English language proficiency. This applies to students who have not previously been identified as an English Learner by a California public school, or for whom there is no record of results from an administration of an English language proficiency test. The assessment shall occur within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

OMI will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under Every Student Succeeds Act for annual English proficiency testing.

EL Reclassification Criteria

**Figure K.4 — OMI English Learner Reclassification Criteria
(RFEP — Reclassified as Fluent English Proficient)**

Criterion	Measure	Threshold
1. English Language Proficiency	ELPAC Summative	Overall Score of 4 (Well Developed)
2. Teacher Assessment	Classroom Performance Evaluation	Basic Proficiency in Core Subjects
3. Parent Consultation	Parent/Guardian Meeting or Letter	Input Documented in Student File
4. Academic Achievement	Grades / CAASPP Performance	Near/At Grade Level in ELA & Math

Figure K.4 — OMI English Learner Reclassification (RFEP) Criteria

Students are reclassified as Fluent English Proficient (RFEP) when they meet all four criteria: (1) ELPAC Summative overall score of Level 4 (Well Developed); (2) teacher assessment confirming basic proficiency in core academic subjects; (3) documented parent or guardian consultation; and (4) academic performance at or near grade level in ELA and mathematics. Reclassification decisions are made by a team, not by a single criterion, and are documented in the student's cumulative file. Reclassified students are monitored for a minimum of four (4) years post-reclassification to ensure continued academic success.

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English, including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Assessment of grade-level achievement using an objective assessment instrument such

as the ELA CAASPP in grades 6-8 and 11 and/or a Lexile assessment for all grade levels.

- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.

Parental opinion and consultation will be initiated via notice to parents or guardians of the student going through the language reclassification and placement process. We encourage the participation of parents or guardians in OMI's reclassification procedure.

During the reclassification process, we compare the pupil's performance in basic skills against an empirically established range of performance levels and basic skills. This range is based upon the performance of English proficient pupils of the same age. The comparison demonstrates to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

OMI's reclassification criteria is the following:

- Scoring Fluent English Proficient on the ELPAC
- Scoring a scale score of 2500 or higher on the ELA CAASPP or reading at grade-level on our local Lexile assessment.
- ELA and Math teachers of the reclassification candidate verify that any deficiency in class achievement is not caused by language.

OMI notifies all parents of its responsibility for reclassification.

In accordance with Title I and Title III we track our reclassified students through our student information system.

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

Long-Term English Learners (LTELs)

Long-Term English Learners are students who have been enrolled in California schools for six or more years and have not yet achieved reclassification. These students receive specific

targeted support at OMI: enrollment in Designated ELD with an accelerated academic language focus; Tier 2 small-group language intervention; bi-monthly progress monitoring meetings with the EL coordinator; and dedicated counselor check-ins to identify and address social-emotional barriers to reclassification. OMI also provides parent engagement sessions specifically for LTEL families, conducted in home languages, to explain reclassification criteria and progress.

Newcomer Students

Newly arrived students with limited or interrupted formal education (SIFE/Newcomers) receive a structured orientation to OMI's academic and military culture. This orientation includes introductory meetings with the school counselor and a bilingual aide, the ELPAC Initial Assessment administered within 30 school days, and immediate placement in Designated ELD at the appropriate level. Students also receive content scaffolding in all core classes and social-emotional integration support through the Wellness Center. Family welcome meetings are conducted in the home language to explain school expectations, the CACC program, and available supports.

EL Instructional Model

First and foremost, OMI grounds its English Learner supports in inclusion — mainstream, grade level curriculum access with integrated ELD supports and additional designated ELD course with specialized curriculum. OMI places all EL students in English Language Development classes using the Structured English Immersion (SEI) model. In this classroom setting, English learners who have not yet acquired reasonable fluency in English receive instruction through an English language acquisition process. Nearly all classroom instruction is in English, but with a curriculum and presentation designed for children who are learning the language.

The mission of the ELD department is to integrate CCSS-based instruction that empowers second language learners with the tools and language to better function in a mainstream classroom with their English native-speaking peers. Reading, writing and oral communication skills are highly stressed in order to encourage students to participate in an academic context. We prepare students to take an active part in their learning experience in an atmosphere where they feel comfortable and secure in their efforts to express their opinions or ask questions. Our objectives are the following:

- Students will be engaged in activities that further their understanding in communication.
- Students will be able to make connections between their first language and English.
- Students will explore and celebrate the cultural diversity that exists in the world.
- Students will be familiarized with the tools necessary for learning, such as journal writing, reading for understanding, group discussions, creative writing, the integration of computer technology, and more.
- Students will be engaged in a classroom environment that promotes cooperative learning and critical thinking skills.
- Students will become effective communicators through group work, class discussions.
- Students will articulate what it means to be college and career ready.

OMI's English Learner instructional model is grounded in research-based programs focused on explicit language instruction:

EL Achieve (Constructing Meaning and Systematic ELD): OMI implements two complementary EL Achieve program components: Systematic ELD provides a dedicated daily instructional block focused explicitly on academic English language structures — the portable vocabulary and grammar that students need to access adult conversations, peer interactions, and academic texts across all content areas. Constructing Meaning (Integrated ELD) provides explicit language instruction embedded throughout core content classes, so students build the disciplinary language of each subject while learning the content itself.

Academic Vocabulary Toolkit and System 44: Kate Kinsella's Academic Vocabulary Toolkit is grounded in explicit instruction, asset-based teaching, and extensive classroom-tested routines and Read 180's System 44 is grounded in Structured Literacy, the Science of Reading, and multisensory structured language instruction.

The **Jane Schaffer Academic Writing Program** helps integrated English learners and Special Needs students by providing structured formulas, scaffolded steps, color-coded visual organization, and a step-by-step “chunking” framework that reduces cognitive load.

Additional EL supports at OMI include: bilingual classroom aides; bilingual counseling services; cadet-led conferences translated for multilingual families; translated family communications; and access to translated academic materials in core subjects.

Foster Youth and Students Experiencing Homelessness. Consistent with the affirmations in this petition, foster youth and students experiencing homelessness are identified at enrollment and enrolled immediately without records barriers, with records transfers prioritized under the McKinney-Vento Act and Education Code sections 48850 et seq. A designated staff liaison coordinates services, monitors attendance and progress, connects families with county and community resources, and ensures eligible students receive the graduation exemptions and partial-credit protections provided under law.

Charter School Goals and Actions to Achieve the Eight State Priorities

Please see the section “Annual Academic Goals Aligned to State Priorities,” including the “Goals, Actions and Alignment with State Priorities” tables, in Elements 2 and 3 of this charter. That section describes the Charter School's annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d). It also describes specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(ii).

Element 2 (Measurable Pupil Outcomes) and

Element 3 (Method of Measuring Pupil Outcomes)

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” – Ed. Code § 47605(c)(5)(B)

“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” – Ed. Code § 47605(c)(5)(C)

Increases in Student Academic Achievement, Overall and by Subgroup

In accordance with Education Code section 47605(c)(5)(B), Charter School’s pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in paragraph (4) of subdivision (c) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Charter School’s LCAP goals will serve as the goals for this section unless Charter School’s LCAP goals do not include increases in student academic achievement by subgroup, in which case such goals should be included below.

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

A copy of the Charter School's 2025-28 Local Control and Accountability Plan is attached to this agreement as Exhibit 1 and helps inform the Charter Renewal's description of its measurable pupil outcomes.

Measurement of Pupil Academic Achievement

See the Measurable Pupil Outcomes tables and the LCAP Annual Review provision later in this Element for how OMI sets goals and measures outcomes in its Local Control Accountability Plan.

Application of Education Code section 47607.3

Under Education Code section 47607.3, if Charter School meets certain criteria outlined in section 47607.3(a), the following shall apply:

- Depending on circumstances specified in section 47607.3, either the county superintendent of schools or the chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.
- The entity providing technical assistance may request assistance from the California Collaborative for Educational Excellence, which may, after consulting with the Superintendent and with the approval of the State Board, provide advice and assistance to the charter school.
- The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.

A. Measurable Pupil Outcomes and Academic Goals

OMI is committed to the academic, personal, and civic development of every student we serve. Our measurable pupil outcomes (MPOs) reflect the full breadth of that commitment — from standardized academic achievement to cadet leadership milestones, college and career readiness, and school culture. The following targets are grounded in OMI's performance data from the current charter term and establish clear, ambitious, and achievable benchmarks for the 2027–32 charter term.

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), OMI has established annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, which address and align with the Eight State Priorities as described in Education Code Section 52060(d). In addition to the tables and descriptions below, the full 2026 Board adopted LCAP is included in the Appendix, Exhibit 1, and, as annually updated, is incorporated into this charter by reference. The Charter School reserves the right to establish additional school-specific goals, and to amend its goals and corresponding assessments, through the annual LCAP update; the LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to this charter.

OMI's LCAP goals, their alignment with the Eight State Priorities, the description of each goal, and the specific annual actions to achieve them are set forth in the Goals, Actions and Alignment with State Priorities tables at the end of this Element. The measurable pupil outcome

tables later in this Element supplement the LCAP by providing schoolwide and subgroup-level annual targets for the renewal term.

B. Methods to Assess Pupil Progress Towards Meeting Outcomes

State Assessments

OMI participates in all California state-required assessments as prescribed by the California Department of Education (CDE). These assessments provide the primary standardized data used to evaluate student achievement against grade-level standards and to report progress on state priorities through the California School Dashboard.

Assessment	Grades Tested	Subject Area(s)	Frequency
CAASPP — Smarter Balanced (SBAC)	3–8, 11	ELA and Mathematics	Annual (spring)
CAASPP Science (CAST)	5, 8, 10	NGSS	Annual (spring)
ELPAC	K–12 (ELs)	English Language Proficiency	Annual + Initial
Physical Fitness Test (PFT)	9 (and 5, 7)	Physical Fitness	Annual (spring)
California Alternate Assessments (CAA)	Per IEP eligibility	ELA, Math, Science	Annual (spring)

OMI uses state assessment results as a primary lens for evaluating academic progress and Dashboard indicators. CAASPP results are reviewed annually by the instructional leadership team and governing board. Results are used to inform the LCAP goal-setting process, adjust curriculum pacing, and identify student subgroups requiring additional intervention support.

Local Assessments and Progress Monitoring

In addition to state assessments, OMI uses a suite of local and formative assessments to monitor student progress on a regular basis and to drive instructional decision-making throughout the school year. These tools provide real-time, actionable data at the student, classroom, and school level.

Figure —Local, Formative, and College/Career Assessments

Subject	Grade Levels	Assessment	Annual Frequency
ELA	6-12	Curriculum embedded assessments	12-16x
	6-8	Whole school Writing performance tasks by SBAC type: narrative, Explanatory, Literary Response, Argument	3-4x
	9-11	Writing performance tasks by SBAC type: Explanatory, Synthesis,	

		Argument	
		CAASPP formative test (practice summative); IABx/FIABs	1x 6-10x's
	6-11	Renstar	6-8 3x; 9-11 2x
	6-10	IXL diagnostic, usage and progress data; Read 180 usage and progress reports	ongoing
	11	Achieve 3000	ongoing
	6-8	Oral Reading Fluency (ORF)	3x's
	12	Senior Thesis Project Defense	1x's
Math	6-12	Curriculum Embedded Assessments	12-16x's
		CAASPP formative test (practice summative) IAB/FIAB/ performance tasks	1x 12-16x's
	6-10	IXL diagnostic, usage, progress reports	ongoing
	6-11	Renstar	6-8 3x's 9-11 2x's
Science	9-12	Curriculum embedded assessments	12-16x's
	6-8 & 9-11	Practice CAST benchmark	1x
Social Studies	6-12	Curriculum Embedded Assessments	10-12x's
	6-11	Whole school Writing performance tasks by SBAC type: narrative, Explanatory, Expository, Argument	3x's
		Writing performance tasks by SBAC type: Explanatory, Synthesis, Argument	

	12	Senior Thesis Research project	1x
CACC Cadet Performance Evaluations	6-12	Leadership assessment	Quarterly / promotion cycles
Student-Led Conferences / Portfolio Reviews	6-8	Performance-Based	Twice annual
College and Career	9-10	PSAT (College Board)	1x (fall/winter)
	11	SAT School Day (College Board)	1x (spring)
	9-12 (eligible)	AP Examinations	1x (May)
	10-12 (voluntary)	ASVAB	1x (offered)

Local assessment selections and administration frequencies are reviewed and set annually by the instructional leadership team; the frequencies shown are typical.

External Reporting

The Charter School will maintain sufficient staff and systems to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from OUSD and other authorized reporting agencies.

Use and Reporting of Data

Students, Teachers and School

OMI is committed to fulfilling the intent of the California Charter Schools Act by providing a high-quality educational program that improves student learning, increases learning opportunities for all students, encourages the use of different and innovative teaching methods, and prepares students to succeed in college, career, leadership, and civic life. Consistent with California Education Code Sections 47605 and 47607.2, OMI maintains a comprehensive system for collecting, analyzing, and acting upon student performance data to continuously improve instruction and increase student achievement for all student groups. OMI utilizes a variety of assessment tools that are appropriate to the skills, knowledge, and attitudes being assessed, as reflected in the assessment matrix.

Our comprehensive assessment system incorporates state assessments, local benchmark assessments, common formative assessments, classroom-based assessments, and multiple measures of student learning. The LCAP, incorporated into this charter by reference, also contains methods of measurement specific to the identified pupil outcomes. Data from these sources is used to promote student metacognitive growth, guide instructional planning, support collaborative professional learning through ASGs, engage parents as partners in student success, and monitor progress toward schoolwide goals identified through the California School Dashboard and the Local Control and Accountability Plan (LCAP).

Promoting Student Metacognitive Growth

OMI believes that students achieve greater academic success when they become active participants in monitoring and directing their own learning. Throughout the school year, students

analyze data from the CAASPP, CAST, ELPAC, local benchmark assessments, standards-based common assessments, and classroom formative assessments.

These metacognitive practices strengthen student ownership of learning while reinforcing the Profile of a Graduate competencies that prepare cadets for college and career success.

Using Assessment Data to Guide Instruction

Using the state and local measures set forth in the assessment matrix above, teachers determine standards mastery, identify unfinished learning, differentiate instruction, form flexible groupings, design targeted intervention and enrichment, and adjust pacing, as described in Element 1.

Academic Support Groups (Professional Learning Communities)

Professional collaboration is central to OMI's continuous improvement process. Teachers participate in department and grade-level Professional Learning Communities known as ASGs. These collaborative teams meet regularly to analyze student learning data and implement evidence-based instructional improvements.

During ASG meetings, educators analyze Dashboard, CAASPP, CAST, ELPAC, and local benchmark data, review student work through calibration protocols, identify students for tiered MTSS supports, and design reteaching, enrichment, and vertical alignment plans, as described in Element 1.

ASGs also review disaggregated student achievement data by subgroup, including English learners, students with disabilities, socioeconomically disadvantaged students, foster youth, homeless students, and other historically underserved populations. This systematic review supports equitable instructional decision-making and ensures compliance with state accountability expectations.

Alignment with the California School Dashboard

OMI uses the California School Dashboard as a primary accountability tool for evaluating school effectiveness and informing continuous improvement efforts. Leadership teams regularly analyze Dashboard indicators, including:

- Academic Indicator (English Language Arts)
- Academic Indicator (Mathematics)
- English Learner Progress Indicator
- College/Career Indicator
- Graduation Rate Indicator
- Chronic Absenteeism Indicator
- Suspension Rate Indicator

Dashboard results are reviewed alongside local assessment data to identify trends, evaluate the effectiveness of instructional initiatives, monitor subgroup performance, and establish measurable school improvement goals. School leadership uses Dashboard findings to prioritize professional development, allocate instructional resources, refine intervention systems, and

evaluate progress toward strategic goals outlined in the LCAP and charter performance expectations.

Family Engagement Through Assessment Data

OMI recognizes that meaningful family engagement contributes significantly to improved student outcomes. Parents and guardians receive timely, understandable information regarding student progress through multiple communication methods, including:

- Parent-teacher conferences
- Student-led conferences
- 6-week progress reports (x4)
- Report cards (x2)
- State assessment reports
- Benchmark assessment reports
- Digital gradebook and parent square
- Grizzly Night and ELAC parent workshops focused on interpreting assessment data
- CST meetings
- IEP meetings, when applicable
- English Learner parent meetings and annual ELPAC reporting

Teachers work collaboratively with families to explain assessment results, establish academic goals, identify appropriate interventions, and provide strategies for supporting learning at home. Families are viewed as active partners in helping students achieve academic success.

Data-Driven Continuous Improvement

OMI maintains a continuous improvement cycle that aligns with California's accountability framework and the principles of continuous improvement embedded within the Charter Schools Act.

The cycle includes:

1. Collect multiple measures of student achievement.
2. Analyze data collaboratively at the classroom, department, grade level, and schoolwide levels.
3. Identify trends and root causes of student performance.
4. Develop targeted instructional responses and interventions.
5. Implement evidence-based instructional strategies.
6. Monitor progress using formative assessments.
7. Evaluate effectiveness and refine instructional practices.

School leadership regularly reviews assessment data to evaluate instructional effectiveness, determine professional development priorities, allocate fiscal and human resources, and monitor implementation of school improvement initiatives.

Equity and Closing Achievement Gaps

Consistent with California's accountability system and OMI's mission, all assessment data are disaggregated by student subgroup to monitor equitable outcomes. Leadership and instructional teams analyze achievement and growth data to identify opportunity gaps and implement targeted supports designed to improve outcomes for historically underserved student populations.

These supports include differentiated instruction, MTSS interventions, tutoring, extended learning opportunities, English learner supports, special education services, counseling, and college readiness programming. Progress is monitored throughout the year to evaluate the effectiveness of interventions and ensure continuous improvement for all students.

Local Control Accountability Plan

The Charter School shall submit the LCAP to the District and the County Office of Education annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents as part of a nonconsent agenda item on or before February 28 of each year at a regularly scheduled board meeting. The Charter School will use multiple forms of data to assess progress toward the goals outlined for Element 2 of this charter above, which will be consistent with its annual development and implementation of the LCAP, as discussed above.

School Accountability Report Card

OMI will compile data for the charter school each academic year to produce a School Accountability Report Card (SARC). Student achievement data will be disaggregated annually to identify students' academic performance by sub-groups (e.g. ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities). This report will include required data for the District, families, Board of Directors, PCA, ELAC, and community.

D. District Visitation/Inspection

The Charter School shall comply with a chartering authority's requested visitation process to enable the chartering authority to gather information needed to validate the Charter School's performance and compliance with the terms of this charter. The Charter School agrees to and submits to the right of the chartering authority to make random visits and inspections or observations to carry out its statutorily required oversight in accordance with Education Code Section 47604.32.

The chartering authority may receive data on student achievement through Charter School reports and presentations to the chartering authority in accordance with the chartering authority's standard process for reviewing and evaluating charter school performance.

Response to Inquiries

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries, including, but not limited to, inquiries regarding its financial records from

the County Office of Education, the District Board of Education (if the chartering authority), and the State Superintendent of Public Instruction.

Annual Academic Goals Aligned to State Priorities

The Charter School sets the following targets for Measurable Pupil Outcomes related to academics.

Figure — Academic MPO's

Academic Goals - ALL						
Measurable Outcomes	Baseline (2026-2027 SY)	Year 1 (2027-2028 SY)	Year 2 (2028-2029 SY)	Year 3 (2029-2030 SY)	Year 4 (2030-2031 SY)	Year 5 (2031-2032 SY)
Proficiency on CAASPP (met or exceeded)	MS ELA: 30% MS Math: 29% HS ELA: 80% HS Math: 33%	MS ELA: 35% MS Math: 35% HS ELA: 80% HS Math: 38%	MS ELA: 45% MS Math: 40% HS ELA: 80% HS Math: 43%	MS ELA: 55% MS Math: 45% HS ELA: 80% HS Math: 50%	MS ELA: 65% MS Math: 50% HS ELA: 80% HS Math: 55%	MS ELA: 70% MS Math: 55% HS ELA: 80% HS Math: 60%
RenStar (by grade level)	6th: ELA 36%; Math 33% 7th: ELA 43%; Math 41% 8th: ELA 39%; Math 40% 9th: ELA 47%; Math 46% 10th: ELA 66%; Math 54% 11th: ELA 55%; Math 61% 12th: ELA 39%; Math 45%	6th: ELA 40%; Math 40% 7th: ELA 50%; Math 45% 8th: ELA 45%; Math 45% 9th: ELA 50%; Math 50% 10th: ELA 70%; Math 55% 11th: ELA 60%; Math 65% 12th: ELA 40%; Math 50%	6th: ELA 45%; Math 45% 7th: ELA 55%; Math 50% 8th: ELA 50%; Math 50% 9th: ELA 55%; Math 55% 10th: ELA 75%; Math 60% 11th: ELA 65%; Math 70% 12th: ELA 45%; Math 55%	6th: ELA 50%; Math 50% 7th: ELA 60%; Math 55% 8th: ELA 55%; Math 55% 9th: ELA 60%; Math 60% 10th: ELA 80%; Math 65% 11th: ELA 70%; Math 75% 12th: ELA 50%; Math 60%	6th: ELA 55%; Math 55% 7th: ELA 65%; Math 60% 8th: ELA 60%; Math 60% 9th: ELA 65%; Math 65% 10th: ELA 85%; Math 70% 11th: ELA 75%; Math 80% 12th: ELA 55%; Math 65%	6th: ELA 60%; Math 60% 7th: ELA 70%; Math 65% 8th: ELA 65%; Math 65% 9th: ELA 70%; Math 70% 10th: ELA 90%; Math 75% 11th: ELA 80%; Math 85% 12th: ELA 60%; Math 70%
Graduation Rate	93%	94%	95%	96%	97%	98%
College/Career Indicator	80%	82%	84%	86%	88%	90%

CORE Growth Indicator *only 24-25 SY data is available*	MS ELA: 87 MS Math: 78 HS ELA: 98 HS Math: 92	MS ELA: 90 MS Math: 82 HS ELA: 100 HS Math: 94	MS ELA: 92 MS Math: 86 HS ELA: 100 HS Math: 96	MS ELA: 94 MS Math: 90 HS ELA: 100 HS Math: 98	MS ELA: 97 MS Math: 95 HS ELA: 100 HS Math: 100	MS ELA: 100 MS Math: 100 HS ELA: 100 HS Math: 100
A-G Graduation Rate	66%	70%	75%	80%	85%	90%
ELPAC Growth	53%	58%	63%	68%	72%	80%
Reclassification Rate	15%	20%	25%	30%	35%	40%
EL Proficiency Level (RenStar)	ELA: 10% Math: 21%	ELA: 20% Math: 30%	ELA: 30% Math: 40%	ELA: 40% Math: 50%	ELA: 45% Math: 55%	ELA: 50% Math: 60%
EL Proficiency Level (CAASPP)	ELA: 13% Math: 13%	ELA: 20% Math: 20%	ELA: 30% Math: 30%	ELA: 40% Math: 40%	ELA: 50% Math: 50%	ELA: 60% Math: 60%

Increases in Student Academic Achievement By Subgroup

The tables below supplement the LCAP goals with targets for OMI's numerically significant student groups. Socioeconomically disadvantaged students constitute the substantial majority of OMI's enrollment; accordingly, the schoolwide targets set forth above serve as the measurable outcomes for this student group, and OMI will monitor and report socioeconomically disadvantaged students' results separately through the disaggregated reporting described in this Element.

Figure — academic MPO's by subgroup

(English Learners) Academic Goals				
Measurable Outcomes	Baseline (2026-2027 SY)	Year 1 (2027-2028 SY)	Year 2 (2028-2029 SY)	Year 3 (2029-2030 SY)
Proficiency on CAASPP Scores (met or exceeded)	MS ELA: 10% MS Math: 15% HS ELA: 44% HS Math: 0%	MS ELA: 20% MS Math: 20% HS ELA: 50% HS Math: 10%	MS ELA: 30% MS Math: 30% HS ELA: 55% HS Math: 20%	MS ELA: 40% MS Math: 40% HS ELA: 60% HS Math: 30%
RenStar (at Grade Equivalency or higher)	MS ELA: 10% MS Math: 24%	MS ELA: 20% MS Math: 35%	MS ELA: 30% MS Math: 45%	MS ELA: 45% MS Math: 55%
Graduation Rate	89%	90%	92%	94%
College/Career Indicator	75%	77%	79%	81%

CORE Growth Indicator *only 24-25 SY data is available*	MS ELA: 86% MS Math: 81% HS ELA: 99% HS Math: 85%	MS ELA: 88% MS Math: 85% HS ELA: 99% HS Math: 88%	MS ELA: 88% MS Math: 88% HS ELA: 100% HS Math: 90%	MS ELA: 90% MS Math: 88% HS ELA: 100% HS Math: 92%
A-G Graduation Rate	50%	55%	60%	65%
ELPAC Growth	53%	58%	63%	68%
Reclassification Rate	15%	20%	25%	30%
EL Proficiency Level (RenStar)	ELA: 10% Math: 21%	ELA: 20% Math: 30%	ELA: 30% Math: 40%	ELA: 40% Math: 50%
EL Proficiency Level (CAASPP)	ELA: 13% Math: 13%	ELA: 20% Math: 20%	ELA: 30% Math: 30%	ELA: 40% Math: 40%

(Black / African American) Academic Goals				
Measurable Outcomes	Baseline (2026-2027 SY)	Year 1 (2027-2028 SY)	Year 2 (2028-2029 SY)	Year 3 (2029-2030 SY)
CAASPP Scores (met or exceeded)	MS ELA: 29% MS Math: 16% HS ELA: 50% HS Math: 13%	MS ELA: 35% MS Math: 20% HS ELA: 55% HS Math: 20%	MS ELA: 45% MS Math: 30% HS ELA: 60% HS Math: 30%	MS ELA: 55% MS Math: 40% HS ELA: 65% HS Math: 40%
RenStar (at Grade Equivalency or higher)	MS ELA: 32% MS Math: 21%	MS ELA: 40% MS Math: 30%	MS ELA: 50% MS Math: 40%	MS ELA: 60% MS Math: 50%
Graduation Rate	100%	100%	100%	100%
College/Career Indicator	100%	100%	100%	100%
CORE Growth Indicator *only 24-25 SY data is available*	MS ELA: 85% MS Math: 76% HS ELA: NA HS Math: NA	MS ELA: 88% MS Math: 80% HS ELA: NA HS Math: NA	MS ELA: 90% MS Math: 82% HS ELA: NA HS Math: NA	MS ELA: 92% MS Math: 85% HS ELA: NA HS Math: NA
A-G Graduation Rate	33%	40%	50%	55%

CORE high school data for this subgroup is not available because of size.

(Students with Disabilities) Academic Goals				
Measurable Outcomes	Baseline (2026-2027 SY)	Year 1 (2027-2028 SY)	Year 2 (2028-2029 SY)	Year 3 (2029-2030 SY)

CAASPP Scores (met or exceeded)	MS ELA: 7% MS Math: 7% HS ELA: 40% HS Math: 20%	MS ELA: 15% MS Math: 15% HS ELA: 45% HS Math: 30%	MS ELA: 25% MS Math: 25% HS ELA: 50% HS Math: 40%	MS ELA: 35% MS Math: 35% HS ELA: 55% HS Math: 50%
RenStar (at Grade Equivalency or higher)	MS ELA: 24% MS Math: 14%	MS ELA: 30% MS Math: 20%	MS ELA: 40% MS Math: 30%	MS ELA: 50% MS Math: 45%
Graduation Rate	100%	100%	100%	100%
College/Career Indicator	63%	65%	70%	70%
CORE Growth Indicator <i>*only 24-25 SY data is available*</i>	MS ELA: 62% MS Math: 82% HS ELA: NA HS Math: NA	MS ELA: 65% MS Math: 85% HS ELA: NA HS Math: NA	MS ELA: 70% MS Math: 88% HS ELA: NA HS Math: NA	MS ELA: 75% MS Math: 90% HS ELA: NA HS Math: NA
A-G Graduation Rate	50%	55%	60%	60%

CORE high school data for this subgroup is not available because of size.

(Latino/Hispanic) Academic Goals				
Measurable Outcomes	Baseline (2026-2027 SY)	Year 1 (2027-2028 SY)	Year 2 (2028-2029 SY)	Year 3 (2029-2030 SY)
CAASPP Scores (met or exceeded)	MS ELA: 28% MS Math: 29% HS ELA: 84% HS Math: 33%	MS ELA: 35% MS Math: 35% HS ELA: 85% HS Math: 40%	MS ELA: 45% MS Math: 45% HS ELA: 85% HS Math: 45%	MS ELA: 55% MS Math: 55% HS ELA: 86% HS Math: 55%
RenStar (at Grade Equivalency or higher)	MS ELA: 35% MS Math: 35%	MS ELA: 45% MS Math: 45%	MS ELA: 55% MS Math: 55%	MS ELA: 65% MS Math: 65%
Graduation Rate	92%	93%	94%	95%
College/Career Indicator	77%	80%	82%	85%
CORE Growth Indicator <i>*only 24-25 SY data is available*</i>	MS ELA: 93% MS Math: 82% HS ELA: 99% HS Math: 94%	MS ELA: 94% MS Math: 85% HS ELA: 99% HS Math: 95%	MS ELA: 95% MS Math: 88% HS ELA: 100% HS Math: 96%	MS ELA: 96% MS Math: 90% HS ELA: 100% HS Math: 97%
A-G Graduation Rate	55%	60%	62%	65%

Figure — Culture MPO's

Culture/Climate - ALL Students						
Measurable Outcomes	Baseline (2026-2027 SY)	Year 1 (2027-2028 SY)	Year 2 (2028-2029 SY)	Year 3 (2029-2030 SY)	Year 4 (2030-2031 SY)	Year 5 (2031-2032 SY)
CA Healthy Kids Survey % 1) Students feel school is safe 2 Students feel strong academic motivation	1) 62% middle schoolers and 64% high schoolers feel that school is safe or very safe 2) 68% middle schoolers and 56% high schoolers feel strong academic motivation	1) 67% middle schoolers and 69% high schoolers feel that school is safe or very safe 2) 73% middle schoolers and 61% high schoolers feel strong academic motivation	1) 72% middle schoolers and 69% high schoolers feel that school is safe or very safe 2) 73% middle schoolers and 61% high schoolers feel strong academic motivation	1) 77% middle schoolers and 74% high schoolers feel that school is safe or very safe 2) 78% middle schoolers and 66% high schoolers feel strong academic motivation	1) 82% middle schoolers and 79% high schoolers feel that school is safe or very safe 2) 83% middle schoolers and 71% high schoolers feel strong academic motivation	1) 87% middle schoolers and 84% high schoolers feel that school is safe or very safe 2) 88% middle schoolers and 76% high schoolers feel strong academic motivation
Annual LCAP Parent Survey % agree or strongly agree 1)quality instruction 2)school motivates them to learn 3)my child is safe at school	1) 90% Quality instruction 2) 97% parents feel this school motivates students to learn 3) 92% parents feel this school is a safe place for their child	1) 92% Quality instruction 2) 97% parents feel this school motivates students to learn 3) 93% parents feel this school is a safe place for their child	1) 94% Quality instruction 2) 98% parents feel this school motivates students to learn 3) 95% parents feel this school is a safe place for their child	1) 96% Quality instruction 2) 98% parents feel this school motivates students to learn 3) 96% parents feel this school is a safe place for their child	1) 98% Quality instruction 2) 99% parents feel this school motivates students to learn 3) 97% parents feel this school is a safe place for their child	1) 100% Quality instruction 2) 100% parents feel this school motivates students to learn 3) 98% parents feel this school is a safe place for their child
Annual LCAP Staff Survey % agree or strongly agree 1) Safety	1) 80% safety 2) 80% positive staff culture	1) 83% safety 2) 83% positive staff culture	1) 86% safety 2) 86% positive staff culture	1) 89% safety 2) 89% positive staff culture	1) 92% safety 2) 92% positive staff culture	1) 95% safety 2) 95% positive staff culture

2) Positive staff culture						
Suspension/Expulsion Rate	Suspension: 4% Expulsion: 0%	Suspension: 3% Expulsion: 0%	Suspension: 2.5% Expulsion: 0%	Suspension: 2% Expulsion: 0%	Suspension: 2% Expulsion: 0%	Suspension: 1.5% Expulsion: 0%
Attendance Rate / Chronic Absenteeism Rate	Attendance: 95% Chro. Abs.: 12%	Attendance: 95% Chro. Abs.: 10%	Attendance: 95% Chro. Abs.: 8%	Attendance: 96% Chro. Abs.: 8%	Attendance: 96% Chro. Abs.: 6%	Attendance: 96% Chro. Abs.: 6%
Governor's Baccalaureate Diploma / College Advantage Diploma	Gov. Bac.= 5 College Adv.= 17	Gov. Bac.= 10 College Adv.= 25	Gov. Bac.= 15 College Adv.= 30	Gov. Bac.= 20 College Adv.= 35	Gov. Bac.= 25 College Adv.= 35	Gov. Bac.= 25 College Adv.= 40

Figure — Goals, Actions and Alignment with State Priorities:

Goal 1	Provide High Quality Instruction
State Priorities addressed	Priority 1: Basic; Priority 2: State Standards; Priority 4: Pupil Achievement; Priority 7: Course Access
Description of Goal	High quality instruction is the core of our mission and the key to a successful college preparatory education that meets the needs of all cadets. We are continuing this goal into our new 3-year LCAP cycle not only because of our core belief in the quality of instruction, but because the after effects of the pandemic continue to linger in the overall experience level and qualifications of our teaching staff. Staffing has stabilized in both credentialing and experience within curricular areas. While we have made significant strides in recruiting highly qualified staff, stabilizing our core faculty and training up in key classroom management and student engagement strategies, we believe the focus of our resources should remain in this area of coaching and unit/lesson design.
Actions	Description
Schoolwide Writing Program	Year 4 of deep implementation of a highly structured approach to SBAC writing types and early college proficiencies. The approach provides scaffolding for our English Learners, Special Needs and accelerated learners to access Argumentative, Literary Analysis, Explanatory/Synthesis and Narrative writing. JSWP trainers for prompt writing, style analysis, JET coaching and webinars for new hire training.
Instructional Coaching	Highly qualified staff will be given a prep release and stipends for additional coaching time over caseload to coach induction candidates and staff identified as needing improvement in specific areas. ELA and Math have been identified to provide additional consultancy coaching.

Structured Reading Intervention	Licenses and training for Specialized Reading Intervention for the following targeted groups: 6th grade: Read 180; System 44 below grade level readers; 7th grade: 3rd Quest/IXL below grade level readers; 8th grade: Hallway/IXL below grade level readers 9th/10th grade: Hallway/IXL Study Skills; below grade level readers 11th grade Achieve 3000 & IXL Reading Intervention for Juniors & HS
Math Professional Development SVMI	OMI will team up with SVMI to provide 1-1 math coaching, math lesson development, conference attendance and math teacher collaborative
Improve technology access, classroom media capabilities	1-1 laptop distribution allows for equal access to digital curriculum and digital learning. Digital platforms offer more personalized and interactive content as well as modes for teachers, students and parents to engage as they do with Google classroom and Aeries parent portal. Without the 1-1 cadet laptop program, equity issues would persist as technology access differs dramatically when cadets leave campus. Safety programs, such as Go Guardian and our technology use policies have also proven critical because access to unsafe content accompanies access to the internet.
Plan, implement and expand Interest-based, High Wage CTE Pathways	Plan to Expand and fully Implement a Career Technical Education Pathways to enhance college and career readiness. Expand CTE required elements of our Military Science Program to more fully align with Public Service Pathways of Public Safety and Emergency Response. Launch middle school STEAM elective [Intro to Design & Digital Design and Building Trades Introduction to Building Trades and design - in grades 6-8 in 25-26 and computer science elective in high school. Plan for implementation of Golden State Pathways Grant in Computer Science, Climate Science and Data Science. To complement both middle and high school CTE programs, plan in 25-26 for completion of CTE credentialing for new military science personnel in grades 6, 7 and 9.
High Impact Math Tutoring	Individualized and small group intensive math instruction - push in, pull out, after school and Saturdays. Math intervention manager for each grade level.

Goal 2	Provide English Learners with the required skills to meet grade level standards/proficiency and/or standards for reclassification to fluent English Proficient and college readiness
State Priorities addressed	Priority 1: Basic; Priority 2: State Standards; Priority 3: Parental Involvement; Priority 4: Pupil Achievement; Priority 5: Pupil Engagement; Priority 6: School Climate Priority 7: Course Access
Description of Goal	33% of OMI cadets are identified as English Learners in 2025 and approximately 25% are reclassified English Learners. This places the majority of OMI cadets as having a second language at home and likely needing language and literacy supports to achieve their full potential as college eligible and college ready cadets. In order to provide these supports, teachers require training in English Language Development and other language scaffolding strategies for all content areas.
Actions	Description

Ensure all EL's have access to designated ELD courses and ELD curriculum	Continue academic success courses with English Language Development standards as the foundational framework for all English Learners at grades 6-12. EL Achieve curriculum and corresponding instructional strategies, supplemental Read 180 and System 44 program, along with Third Quest and The Hallway reading intervention series, to include with structured writing program (JSWP), explicit vocabulary instruction (Academic Vocabulary Toolkit) and speaking and listening curriculum in the middle school and supplement the ELD curriculum in grades 9-12 - Achieve 3000 and middle school/high school with IXL.
Instructional Methodologies for all staff to provide integrated ELD in the content areas	Purchase and train on EL Achieve materials. Hire onsite staff expert trained in EL Achieve & SDAIE methods to develop EL training series for teachers in all content areas to implement integrated ELD.
Hire additional bilingual paraprofessionals to support core and extended learning & translations services	Paraprofessionals and reading tutors will be trained in reading intervention to provide small group instruction and pull out support
Dual Identified EL/Special Education support. Para and Faculty Training, increased recruitment and hiring incentives and co-teaching model in identified classrooms	Due to Special education staff turn over rates coupled with a continued rise in cadets who qualify for special education, this special needs area continues to require increased support, training and staffing incentives. Continue training on co-teaching model.
English Learner program oversight & ELAC coordinators, ELPAC assessment support	Teacher leader release to coordinate training, collaboration, materials and assessment. Hire community liaison. Management reorganization to focus specific members of the leadership team on community relations and ELAC facilitation.

Goal 3	Increase parent, cadet and staff engagement in school leadership, CA Cadet Corps certifications and extra curricular experiences by nurturing a safe, welcoming and inclusive campus environment for all cadets, their families and OMI personnel.
State Priorities addressed	Priority 1: Basic; Priority 3 : Parent Involvement; Priority 5: Pupil Engagement; Priority 6: School Climate
Description of	As a school of choice, the vigor and vitality of our program resides in cadets and

Goal	families choosing OMI because it is an environment that they want to be in everyday because it is safe, welcoming and provides the best conditions for learning. The learning conditions in a diverse, urban school must include cultural competency and inclusiveness, as well as self-regulation and resilience, as social and emotional well being is foundational to academic success.
Actions	Description
All Staff Integration of MTSS	As part of the continuous improvement process, ASGs will undergo an improvement review to implement upgrades for the 26-27 school year. The ASGs are foundational to our Multi-tier systems of support (MTSS) at OMI. ASGs are grade level teams composed of an interdisciplinary team of teachers and military TACs (Teach, advise, counsel) cadre members that meet bi-monthly to review cadet academic success data in order to proactively intervene and provide a continuum of supports. Improvement areas for the coming year will include facilitation training, outcome based agendas, coordination with Cadet Services and Wellness, clarifying roles/responsibilities and mission and core deliverables.
Beyond College & Career Readiness to College Now	Continue to expand participation in dual enrollment - rigorous college coursework. The Governor's Baccalaureate Diploma Pathway (GBD), launched in 2023-2024 to engage more parents and cadets in an opportunity to step beyond a rigorous college preparatory pathway and into an elite "college now" pathway to college acceleration. While OMI has been offering various Dual Enrollment courses for over a decade, GBD and the College Advantage concepts are the results of simply requesting and organizing the coursework offered by Peralta CC to fully complete CALGETC requirements to transfer to a UC/CSU or enter UC/CSU and all universities accepting the transferable credit as a 2nd year student. We will work on continued expansion of partnerships with Peralta CCD and our newest higher ed partner, Cal Poly Maritime, to save our families money and show college admissions that our cadets can successfully complete college level rigor.
Family Engagement: CEI	OMI has joined the California Community Engagement Initiative to provide us with a statewide network of collaborators to bolster our parent outreach and engagement efforts. Outcomes of this initiative include expansion of Grizzly Family Nights and cadet recognition events. OMI will implement the plans developed by the OMI CEI Team comprised of cadets, parents, teachers, classified staff and leadership.
Continued expansion and improvement of co-curricular & extra curricular activities	Per feedback received from our WASC committee and accreditation process in 2022, OMI is committed to continuing to enrich the cadet educational experience through the addition of an expansive variety of co-curricular activities, including the After School Program (ASP), CACC YCP programming, Athletics, clubs, and college/academic/interdisciplinary field trips.
Cadet and Staff Recognition and Positive Behavior Incentive Programs	Building school culture for staff, cadets, and community that supports a positive environment in support of academic achievement recognition and overall OMI cadet experience requires celebration and ceremony focused on the accomplishments and contributions of our cadets, parents and staff. OMI is committed to supporting recognition events multiple times per month at 4 levels - whole school parent nights, whole school brigade formation, separate middle school and high school battalion formation and company level recognition.
Expanded Learning &	OMI will invest in an expanded summer session, after school cadet success center, credit recovery sections, Saturday advancement and small group intensive

learning recovery Opportunities	learning environments.
School safety and wellness	OMI will add a School Safety Officer, a dispatch officer and an intake cadre member to run Cadet Services. Expanded campus security services will assist in maintaining an ideal “preventative” and “positive” learning environment that provides an emotionally safe place for learning. To build positive relations, these same campus security personnel also run after school sports and creative activities with the middle school cadets.
Mental Health and Socio-emotional supports	Expand mental health supports with the use of psychologist intern, group counseling, SEL push in curriculum in military science, social studies and ASP classrooms, “lunch bunch” activities, parent education nights and partnership with Peer Health Exchange.
Student Services supports and chronic truancy initiative	Increase and maintain average daily attendance rates at 94% or better by continuing our partnership with Alameda COA Community Schools Dept and Attendance Task Force, continuing our “operation doorstep” home visits, continuing our SART team and continuum of supports starting with our ASGs, CSTs and Wellness Center.
Cadre community liaison & attendance support	Bilingual community liaison and Bilingual Military cadre liaison for attendance for parent engagement and outreach

Goal 4	Bolster leadership capacity at the school for substantial and sustainable academic improvement over time
State Priorities addressed	Priority 1: Basic; Priority 2: State Standards; Priority 3: Parental Involvement; Priority 4: Pupil Achievement; Priority 5: Pupil Engagement; Priority 6: School Climate; Priority 7: Course Access; Priority 8: Other Pupil Outcomes
Description of Goal	Frequent leadership turnover coupled with inexperience at many leadership levels over the past decade has caused instability and unsustainability of instructional initiatives and long term school improvement goals leading to low academic achievement in recent years. However, following the successful completion of the CCEE intervention supports and the subsequent hiring of a new superintendent in 2022 with 35 years of teaching and leadership experience in large public schools systems, OMI was able to focus on building a strong leadership team through training, mentoring and recruitment across both civilian and military contingents and as a result has built the foundation to positively impact student academic performance outcomes. Effective Leadership accountability has proven to have a direct correlation to improved student achievement, our highest priority goal. A recent Wallace Report (2021) and the Learning Policy Institute affirms that effective school leaders have a pronounced, positive effect on the schools they lead. They contribute to important outcomes like student achievement, reduced absenteeism, and teacher retention. Mastery of organizational principles, people, and instructional skills underpins strong principal performance.

	They all come into play when principals carry out four key behaviors that the research points to: 1) Focusing their work with teachers on instruction. This covers a range of activities, from coaching and evaluation to smart use of data to inform improvements. Some activities often considered important in principal work with teachers may, in fact, not be helpful. These include classroom walkthroughs, depending on how a principal uses them. 2) Building a productive school climate 3) Forging collaboration and professional learning among teachers and others 4) Managing personnel and fiscal resources well. These four key areas comprise the focus of this goal.
Actions	Description
Civilian and Military Leadership Integration	Continue work to effectively integrate cadre and civilian leadership to overlap key operational roles by function. Integration efforts include overlapping responsibilities, cooperative staffing, long term initiative visioning focused on charter renewal, regular integrated cabinet meeting, regular integrated command check ins, regular integrated facilities and business operations meetings, regular integrated Instructional Leadership Team meetings and regular integrated ASG leadership. Key areas of shared leadership include business operations, cadet safety and supervision, grade level team (academic support groups) coordination, chronic truancy, cadet leadership and co-curricular activities.
Leadership Training Opportunities	Training will be provided in the following areas and experiences: 1) Facilitated Team Building Leadership Retreat [ACOE Leadership Institute 2) Charter School Development Center Leadership Conference 3) SELPA training for Special Education team 4) YMC Legal Webinars in investigations, IEP compliance and other required trainings: Title IX, mandated reporting, sexual harassment, bloodborne pathogens, pesticide use etc... 5) Administrator Development Academies (ACSA) including Curriculum and Instruction, Human Resources and CBO academies 6) Shared and Distributed Leadership
Shared and Distributed Leadership	Continue to build and support shared decision-making and advisory stakeholder groups including classified and certificated staff, cadets and parents/guardians and community partners. These distributed leadership opportunities will include the following: 1) Cabinet and Executive Team 2) Instructional Leadership Team + Departments 3) Superintendent's Cadet Leadership Advisory + Cadet Command HQ MS + HS 4) Facility and Safety Committee 5) Early College & CTE Pathways Committee 6) ASG leadership Team + ASG Teams 7) District English Learner Advisory Committee 8) School Site Council (Parent Cadet Alliance) 9) Military Cadre 10) Wellness Team 11) CACC Advisory

Element 4 (Governance)

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement."

– Ed. Code § 47605(c)(5)(D)

Operation by or as a Nonprofit Public Benefit Corporation

As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School. Charter School shall comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a charter school.

Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amend the bylaws to change the number of governing board members, Charter School shall provide a copy of the amended bylaws to the OUSD Office of Charter Schools ("OCS") within 30 days of adoption.

Charter School will respond to Public Records Act requests in a timely manner and in compliance with the California Public Records Act (Government Code section 6250 *et seq.*).

Indemnification of District

Charter School through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.

Governing Board Operation

Charter School shall follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 *et seq.*); the California Public Records Act (Government Code section 6250 *et seq.*); Government Code section 1090 *et seq.*; and the Political Reform Act (Government Code section 81000 *et seq.*) Charter School shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.

Charter School shall publicly post all governing board meeting agendas in accordance with the Brown Act. Charter School shall keep accurate records of all governing board meetings, whether they were canceled, rescheduled, or held, and make board meeting documents, including board meeting minutes, available to the public either upon request or by posting on the charter school's website.

Charter School acknowledges the District's statutory right to appoint, at the District sole discretion, a single representative of the District's choosing to the Charter School governing board pursuant to Education Code section 47604(c).

Required Notifications to the District

Charter School shall notify OCS in writing of any citations or notices of workplace hazards; investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, regarding any aspect of Charter School's operations, within one week of receipt of such notices by Charter School. Charter School shall notify OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff. This 24-hour notification applies to any allegations of serious misconduct related to student safety or child abuse by any student or adult that occurred on campus.

Charter School Records

Upon receiving a records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 *et seq.*, regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

Charter School acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including Charter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Charter School and of the District. Charter School further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that Charter School does not have that Charter School needs in order to meet its obligations, the District shall provide the same to Charter School in a reasonably timely manner upon request.

Charter School in accordance with Education Code section 47604.3, shall promptly respond to all reasonable inquiries from the District, including but not limited to, inquiries regarding financial

records, Letters of Inquiry, and Notices of Concern, and shall consult with the District as needed regarding any such inquiries. Charter School acknowledges that it is subject to audit by District. If the District seeks an audit of Charter School, the District shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Charter School by law or charter provisions.

Charter School Ombudsperson

Charter School shall ensure that, at all times throughout the term of the Charter, a neutral party, "Ombudsperson", is identified to serve as an independent resource, assisting families and community members in investigating and addressing complaints, conflicts, and other school-related issues. This individual's name and contact information should be clearly articulated in the Charter School's student and family handbook or distributed widely.

A. Overview of the Governance Structure

Oakland Military Institute College Preparatory Academy ("OMI" or "Charter School") is governed through the following components:

- **California Nonprofit Public Benefit Corporation:** Oakland Military Institute, College Preparatory Academy, the corporate entity that operates the Charter School.
- **Board of Directors** ("Board"): the governing body of the corporation and the final policy-making authority for the Charter School.
- **Superintendent:** the Chief Executive Officer ("CEO") of OMI, who reports to the Board and manages day-to-day operations.
- **Executive and site leadership:** Chief Academic Officer, Executive Director of Administrative Services, the Commandant of Cadets, the Cadre Supervisor, the Director of IT, Grants, CTE & Dual Enrollment Pathways, the Data Manager, the IT Manager, the Business Manager (liaison to Back Office Support Agency Chief Financial Officer, "CFO"), the Human Resources Manager, the Facilities Manager, and the Dean of Climate and Safety, all of whom operate under the Superintendent's direction.
- **Advisory bodies:** the Instructional Leadership Team (ILT), Parent Cadet Alliance ("PCA") acts as the School Site Council ("SSC"), and the English Learner Advisory Committee ("ELAC"), which provide structured avenues for parent and community participation in governance.

Each component is described below, followed by OMI's processes for ensuring parental involvement.

B. Nonprofit Public Benefit Corporation

OMI is organized and operated as a California nonprofit public benefit corporation under Corporations Code section 5000 et seq. and operates the Charter School pursuant to Education Code section 47604(a). The corporation holds federal tax-exempt status under Internal Revenue Code section 501(c)(3). OMI is governed in accordance with its adopted bylaws, as amended from time to time, which are and will remain consistent with this Charter.

OMI operates autonomously from the District, with the exception of the supervisory oversight required by statute and any services separately negotiated between the District and OMI. Pursuant to Education Code section 47604(d), an authority that grants a charter to a charter school operated by a nonprofit public benefit corporation is not liable for the debts or obligations of the charter school, or for claims arising from the performance of acts, errors, or omissions by the charter school, if the authority has complied with all oversight responsibilities required by law.

OMI maintains general liability, directors and officers, and other appropriate insurance coverage, and accepts its indemnification obligations to the District as set forth in the DRL above. OMI's bylaws also reflect the District's right to appoint a single representative to the OMI Board pursuant to Education Code section 47604(c).

Copies of OMI's Articles of Incorporation, bylaws, IRS 501(c)(3) determination letter, and Conflict of Interest Code are attached in Appendix [X] as evidence of OMI's incorporation as a California nonprofit public benefit corporation and of the governance documents described in this Element. Any material revision to the governance structure described in this Element will be submitted to OUSD in accordance with Education Code section 47607 and will be governed by the standards and criteria of Education Code section 47605.

C. Board of Directors: Composition, Qualifications, and Terms

Under OMI's bylaws, the Board consists of no fewer than five (5) and no more than twelve (12) directors. Directors are designated by the existing Board of Directors. Each director serves a two-year term and holds office until a successor has been appointed, unless earlier removed in accordance with the bylaws. The Board's officers include a Chairman, a Vice Chair, and a Finance Chair; officer elections are held annually in June as part of the Board's governance calendar. A staff member serves as Board Secretary. A Board roster and meeting schedule are attached in Appendix D. Directors do not receive compensation for their services as directors or officers, but may receive reimbursement of expenses that the Board establishes by resolution to be just and reasonable.

The Board currently comprises seven members:

Member	Board Role	Term	Qualifications and Background
Hon. Edmund G. Brown, Jr.	Chairman	July 1, 2025 - June 30, 2027	California's longest-serving Governor; former Mayor of Oakland and California Attorney General; founder of OMI (2001); University of California, Berkeley; Yale Law School
CDR Marc Mares	Vice Chair	July 1, 2026 - June 30, 2028	United States Coast Guard Academy graduate; MBA and MA in Education, Stanford University

Joseph Wire	Finance Chair	July 1, 2025 - June 30, 2027	Chief Financial Officer, Golden Gate Bridge District; former White House Office of Management and Budget
Simón Bryce	Member	July 1, 2026 - June 30, 2028	Associate Director, UC Berkeley Master of Public Affairs Program; admitted to the California and Virginia bars
David P. Clisham	Member	July 1, 2026 - June 30, 2028	OMI Board member since 2009; JD and MEd; labor law specialist
Anne Campbell Washington	Member	July 1, 2025 - June 30, 2027	Senior Assistant Dean, Goldman School of Public Policy, UC Berkeley; former Oakland City Councilmember and former OUSD Board of Education member
Brigadier General (CA) Peter B. Cross	Member	July 1, 2025 - June 30, 2027	Commander, Youth ChalleNGe Program Task Force, California Military Department; former OMI Commandant of Cadets

Current members' terms have been extended through 2027 and 2028.

The Board's composition is deliberate. Its members collectively bring expertise in military and public-service leadership (Governor Brown, BG Cross), education and higher-education administration (CDR Mares, Mr. Bryce, Ms. Campbell Washington), public finance and policy (Mr. Wire, Mr. Bryce), law and labor relations (Mr. Bryce, Mr. Clisham), and Oakland municipal government (Ms. Campbell Washington, Governor Brown). This breadth ensures that major governance decisions, budget adoption, personnel policy, facilities planning, and charter compliance, are informed by relevant subject-matter expertise. Ms. Campbell Washington's prior service on the OUSD Board of Education and BG Cross's prior service as OMI's Commandant provide the Board with direct knowledge of both the authorizer's expectations and the school's internal operations.

The Board sustains this composition deliberately across the charter term. When a vacancy arises or the Board elects to expand its membership, directors are recruited to preserve diversity in skill sets, perspectives, and backgrounds and to maintain the Board's capacity for full and responsible governing of the Charter School. Qualifications considered in seating new directors include a demonstrated commitment to OMI's mission and vision, willingness to serve on Board committees, ability to work within the Board's team structure, and subject-matter knowledge in areas the Board identifies as needed, such as education, finance, law, facilities, or military and public-service leadership. Candidates are identified through the professional and community

networks of current directors and school leadership, vetted by the Board, and seated by vote of the existing Board in accordance with the bylaws.

Pupil Board Representation (Education Code Section 47604.2). OMI serves high school pupils and will comply with Education Code section 47604.2 regarding pupil members of the governing board. The Cadet Commander (or Cadet Commander's designee) represents the cadets at all Board meetings by reporting cadet activities and interests, fielding questions and taking Board feedback back to cadet leadership. If OMI receives a pupil petition requesting pupil representation on the Board that meets the requirements of Education Code section 47604.2, the Superintendent or designee will receive and verify the petition and present it to the Board, and the Board will place the request on the agenda of its next regular meeting. Within the timelines specified in section 47604.2, the Board will adopt and implement procedures for the selection, term, and seating of one or more pupil members, and will appoint at least one pupil member to the Board in accordance with that section. The pupil member will serve with the rights provided by Education Code section 47604.2 and OMI Board policy, including the voting status provided under the statute and the Board's implementing policy. Information about the right to petition for pupil board representation is available from the Superintendent's office.

D. Board Responsibilities and Decision-Making

The Board is responsible for the operation and fiscal affairs of the Charter School, including but not limited to:

- Recruiting, hiring, and evaluating the Superintendent;
- Financial and operational oversight of the Charter School;
- Adoption of the annual budget and approval of the LCAP;
- Overseeing receipt of operating funds in accordance with the Charter Schools Act, and overseeing solicitation and receipt of grants and donations;
- Adopting personnel policies and procedures, and acting on hiring and dismissal recommendations made by the Superintendent;
- Approval of contracts with outside entities or persons, including the contractor-compensation approvals described in Section G below;
- Oversight of the annual independent financial audit;
- Relations with the chartering authority, and all matters related to charter approval, amendment, or renewal; and
- Defense of the Charter School against adverse legal actions.

All acts or decisions of the Board are taken by majority vote of the directors in attendance at a Board meeting, based upon the presence of a quorum, as provided in OMI's bylaws.

The Board may execute any powers delegated to it by law, may delegate duties to employees, and retains ultimate responsibility for the performance of any powers or duties so delegated. The Board does not delegate adoption or revision of the annual budget, acceptance of the annual independent fiscal audit, hiring and evaluation of the Superintendent, termination of employees, or the adoption of Board policies. Any delegation of Board duties is made in writing, specifies the person or entity designated, describes the specific tasks delegated and any

conditions on the delegated authority, states the timeframe of the delegation, and requires an affirmative vote of a majority of Board members. The Board is the final policy-making authority for OMI.

The Board governs; the Superintendent leads. This distinction is embedded in OMI's bylaws and governance culture. The Board sets strategic direction, adopts annual goals and metrics, approves the LCAP and budget, and evaluates the Superintendent. The Superintendent holds delegated authority over operational decisions, personnel, curriculum, scheduling, and daily operations, within Board-approved policies and budget parameters. Board members do not direct staff outside of Board meetings; communication between Board members and school staff is coordinated through the Superintendent.

Committees. Board members participate each year in site-based and ad hoc committees, including the Budget Committee, the LCAP Committee, the WASC (Western Association of Schools and Colleges) Committee, and committees convened on topics such as recruitment, athletics, mathematics improvement, and benefits and insurance costs, that allow directors to work alongside school community stakeholders. Committee members report their committee experience to the full Board when agendaized, and the Superintendent reports on committee work; policy and budget decisions are reserved for full Board action. When standing committees are formed, their meetings are conducted in compliance with the Ralph M. Brown Act (Government Code section 54950 et seq.) whenever required, including when a committee constitutes a quorum of the full Board. Changes to committees, including their composition and purview, may be made at any time by the Board and do not constitute a material revision of the Charter.

Annual governance calendar. The Board follows an annual calendar that includes presentation of the independent audit in the fall; first and second interim budget reports in November and February; policy review and board training in the winter; budget development workshops, Comprehensive Safety Plan, SARC approvals and assessment data review in the spring; budget adoption, the Superintendent's evaluation and LCAP adoption and Board officer elections in May and June. The Board meeting calendar and governance calendar are provided in the Appendix.

E. Board Meetings and Transparency

The Board meets regularly and conducts all meetings in compliance with the Brown Act and Education Code section 47604.1, as set forth in the DRL above. Agendas for regular meetings are posted at the school site and on OMI's public website at least 72 hours in advance; minutes are prepared and adopted at subsequent meetings; and every agenda includes time for public comment by cadets, families, and community members. The Board reserves the right to meet in closed session on matters for which closed session is permitted under the Brown Act, and reports actions taken in closed session in open session.

OMI administers its board operations through the BoardOnTrack governance platform, which maintains meeting packets, agendas, minutes, policies, and training records for all meetings, whether held, canceled, or rescheduled. Meeting

agendas, board packets, and adopted minutes are publicly accessible through the BoardOnTrack public portal linked from OMI's website, in addition to being available upon request.

F. Conflicts of Interest and Ethics

All Board members file annual Statements of Economic Interests (Form 700) as required by the Fair Political Practices Commission. A Board member with a potential conflict on a specific agenda item recuses himself or herself from the discussion and vote on that item, and Board members refrain from any financial interest in contracts prohibited by Government Code section 1090. OMI's bylaws contain conflict-of-interest provisions, and OMI maintains records of disclosures and recusals.

OMI has adopted a Conflict of Interest Code that complies with the Political Reform Act and the regulations of the Fair Political Practices Commission. Because OMI operates within a single county, the code reviewing body for OMI's Conflict of Interest Code is the Alameda County Board of Supervisors pursuant to Government Code section 82011; OMI submits its adopted Conflict of Interest Code, and any amendments, to the Alameda County Board of Supervisors for approval, and reviews the code biennially to determine whether amendment is required.

G. Board Training and Additional Governance Commitments

In addition to the requirements set forth in the DRL, OMI makes the following governance commitments for the renewal term:

1. **Board approval of individual contractor compensation.** In accordance with Education Code section 47605(e)(6), OMI shall obtain the approval of its governing board, at a duly noticed public meeting, for any contract that would cause the Charter School to compensate an individual contractor more than one hundred thousand dollars (\$100,000) in a fiscal year. OMI shall adopt and maintain a written contractor and vendor approval policy consistent with this requirement.
2. **Governing board fiscal and governance training.** Consistent with Assembly Bill 640 (2025) (Government Code section 53237 et seq.), members of the governing board shall receive training in fiscal management and charter school governance. OMI shall maintain records of such training and provide them to OCS upon request.
3. **Governing board and administrator ethics training.** Consistent with Government Code sections 53234–53235, each member of the governing board and OMI's chief administrator shall receive at least two (2) hours of ethics training at least once every two years. OMI shall retain records of such training.

New Board members are oriented through the BoardOnTrack platform and through direct briefings by the Superintendent and legal counsel, and the Board's annual calendar reserves time each winter for board development and training. The Board conducts an annual self-evaluation of its own performance and composition through the BoardOnTrack platform, reviews the results at its annual retreat, and will complete any board self-evaluation instruments and participate in any governing board interviews requested by OCS in connection with renewal and annual oversight.

H. Organizational and Leadership Structure



Executive Team

Superintendent (CEO). The Superintendent is the Chief Executive Officer of OMI, reports to the Board, and is responsible for overall leadership and direction of the organization in fulfillment of Board policies and priorities. The Superintendent's responsibilities include day-to-day management of the Charter School; development of Board agendas with the Board Chairman in compliance with the Brown Act; supervision and evaluation of the administrative team; proposal of policies for Board adoption; oversight of purchasing, expenditures, and average daily attendance reporting; development and administration of the budget in accordance with generally accepted accounting principles; presentation of financial reports to the Board; enrollment procedures; and participation in dispute resolution and complaint procedures as needed. The Board and the Superintendent set annual goals together, and the Board evaluates the Superintendent's performance against adopted goals and LCAP metrics. Dr. Mary E. Streshly has served as Superintendent since February 2023. The title of "Superintendent" may change by Board action; any such change would be in name only, without changes to duties, job description, or qualifications, and would not constitute a material revision of the Charter.

Chief Academic Officer. The Chief Academic Officer is responsible for the academic program, assessment, academic/career/college and mental health counseling, special programs, grade level teams and all academic support systems and multi-tiered systems of support (MTSS).

Executive Director of Administrative Services. The Executive Director of Administrative Services is responsible for Human Resource policy and procedures, serves as OMI's Complaint Officer, oversees staff evaluations, student (cadet) services, safety and security, and extra-curricular and extended year activities.

Commandant of Cadets (CBO). The Commandant is the senior military member on staff, assigned to OMI through the California Military Department ("CMD") under a Cooperative Agreement entered pursuant to Military and Veterans Code section 531, and reports to the Superintendent. The Commandant supervises the military cadre and the leadership and character development program, is responsible for executing Board policies with respect to military activities, oversees the recruitment, training, and evaluation of military instructional and support staff and serves as the school's Chief Business Official, overseeing school operations,

logistics, supplies, business functions and facilities under the Superintendent's supervision and direction. The CMD partnership is a foundational feature of OMI's model.

Cadre Supervisor (Director of Recruitment and Enrollment). The Cadre Supervisor reports directly to the Commandant of Cadets and supervises the state active duty military personnel assigned to OMI. He is a member of the Executive Cabinet and collaborates closely with the Chief Academic Officer and the Executive Director of Administrative Services to implement academic goals, coordinate cadet supports, security and safety and lead parent outreach and recruitment efforts.

Superintendent's Cabinet

Director of College/Career Pathways, Grants & IT (DCCPGI). The Director of College/Career Pathways, Grants and IT oversees our CTE & Dual Enrollment Pathways and procures grants to fund them. The Director also oversees strategic planning for technology use, the network and development of our IT Department.

Business Manager. The Business Manager is responsible for the business office functions and serves as liaison to our Back Office Support Agency and Back Office Chief Financial Officer of OMI, Jessika Welcome, and reports to the Superintendent. The Back Office CFO is responsible for budget development, budget compliance reporting and fiscal controls and the Business Manager is responsible for payroll, accounts receivable, accounts payable, finance and tax reporting, and business operations.

Data Manager. The Data Manager manages all CALPADS and Epicenter reporting, AERIES student information system (including grades and attendance data reporting) and supervises the Registrar and student records. The Data Manager also provides analysis, reports and data visualization for cadet performance for the superintendent, the Board of Directors and Academic Support Groups.

Human Resources Manager. Reporting directly to the Executive Director of Administrative Services, the Human Resources Manager manages our hiring and onboarding, our substitute system, payroll, benefits and PERS/STRS reporting.

IT Manager. The IT Manager runs the day to day operations of the IT department. This entails technology inventory and procurement, instructional technology syncing and roster loading, Chromebook distribution and classroom technology installation, maintenance and staff support.

Facilities Manager. The Facilities Manager supervises the day and night custodians and ensures safety and functionality of all things facility - lights, electrical, plumbing, A/C, furniture repair, minor structural repairs and cleaning. The Facilities Manager also oversees larger summer projects, procures bids and permits for projects needing outside vendors, is the lead for Williams Act and fire and other county inspections and partners with the business office in the area of food service compliance, delivery and cafeteria maintenance.

Dean of Climate and Safety. The Dean of Climate and Safety runs our Cadet Service Center and develops policy and procedures to ensure cadet and staff safety and security. The Dean supervises our security staff, attendance clerk and dispatch personnel and runs our progressive

discipline and restorative justice programs in coordination with our Wellness Center and military cadre.

Shared Decision-Making Committees

Instructional Leadership Team (ILT). The ILT is comprised of Department Heads and Executive Leadership. This team advises on the academic calendar, the bell schedule, the assessment schedule, benchmark analysis, curriculum adoption, instructional initiatives, department hiring/training and subject area performance and goals. They serve on the budget committee, the WASC and LCAP committees and consult on staff and cadet incentives and morale solutions.

Academic Support Group Leadership Team (ASGLeads). The ASGLeads meet regularly with the Chief Academic Officer and the Cadre Supervisor to collaborate on effective leadership of the grade level teams, the core engines of our MTSS efforts. They oversee the coordination of ASG functions (see below)

Academic Support Groups (ASGs). The ASGs are comprised of grade level teachers, counselors, classified staff, cadet reps and assigned administrators. Their functions include cadet data reviews, PBIS programs by grade level, Cadet Support Team (CST) parent outreach, scheduling and support plan monitoring, interdisciplinary projects and excursions, Cadet Led Conferences (at the middle school), Middle School Advisory initiatives, and tier 1 and 2 progressive discipline.

An organizational chart depicting these reporting relationships is attached in Appendix [X].

I. Parental Involvement in Governance

OMI uses a range of structured methods to consult with parents and incorporate parental input into school governance:

- **Parent Cadet Alliance (PCA).** The PCA is the local name for what is formally the School Site Council, composed of teachers, parents, classified employees, and students, appointed by Cadet Command, and generally meets monthly. PCA activities include planning family events, community outreach, teacher and staff appreciation, advising school administration, raising and sharing parental concerns, and fundraising. In addition to supporting Grizzly Family Night, OMI festivals and activities listed above, the PCA works with school administration to develop, review, and evaluate school improvement programs and school budgets. Parents hold leadership roles as PCA President, Vice President, and company-level parent representatives.
- **English Learner Advisory Committee (ELAC).** OMI convenes an ELAC that advises the school on programs and services for English learners, supported by bilingual communications and a community liaison responsible for building parent leadership participation. For as long as OMI enrolls more than 20 English learners, OMI maintains the ELAC with parents or guardians of English learners comprising at least the same percentage of the ELAC membership as English learners constitute of the total student population.

- **LCAP and accreditation engagement.** Parents participate in the annual LCAP development and update process, consistent with Education Code section 47606.5, and serve on WASC accreditation committees that help shape the educational program.
- **Ongoing communication and conferences.** Parents participate in parent/student/teacher conferences and Cadet Success Team meetings; attend Back to School Night, Fall Fest, and Spring Fest, and monthly family engagement events called Grizzly Family Nights; and receive monthly bilingual (English/Spanish) bulletins from each Company and from Cadet Command (in coordination with the Superintendent's Office) covering key dates, meetings, and academic deadlines. All teachers have access to email and telephones to communicate with families.

J. Required Notifications to the District

OMI commits fully to the notification requirements set forth in the DRL above. OMI maintains internal escalation protocols so that incidents requiring OCS notification are reported promptly to the Superintendent, ensuring that the one-week and 24-hour notification deadlines are met, and maintains current OCS emergency notification contacts in its Emergency Operations procedures, known to all executive staff.

K. Charter School Records

OMI commits fully to the records requirements set forth in the DRL above. Pupil records are maintained in OMI's student information system under the supervision of a designated Registrar; special education records transfers are coordinated with OMI's Special Education Local Plan Area (the El Dorado County Charter SELPA); and foster youth records are prioritized to ensure continuity of educational placement and services.

L. Charter School Ombudsperson

OMI designates a neutral party to serve as its Ombudsperson, consistent with the DRL above. In addition to the handbook listing required by the DRL, the Ombudsperson's name and contact information are posted on OMI's website and distributed at the start of each school year, and the Ombudsperson is accessible to cadets, families, and staff as an independent, informal resource for resolving concerns before they escalate to formal complaint processes.

Element 5 (Employee Qualifications)

"The qualifications to be met by individuals to be employed by the charter school."

– Ed. Code § 47605(c)(5)(E)

Equal Employment Opportunity and Nondiscrimination

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment. Charter School further acknowledges that it shall not retaliate against any employee for engaging in protected activity, exercising a protected right, or initiating or pursuing any claim, proceeding, charge or complaint based upon an allegation of discrimination.

Teacher Credentialing Requirements

Charter School shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Reporting Educator Misconduct to the California Commission on Teacher Credentialing

Charter School shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the reporting of egregious misconduct.

Employment of Felons

The Charter School shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons charged with or convicted of violent or serious felonies.

A. Overview and Assurances

OMI employs qualified certificated, classified, and military-assigned personnel who together deliver the educational program described in Element 1. OMI's staffing model has two complementary tracks: civilian employees (certificated teachers, administrators, classified staff, and paraprofessionals) who meet the full qualification requirements of California law, and state

active-duty military cadre assigned to the school through the California Military Department, who meet the qualification standards of the California Cadet Corps and are described in Section E below.

OMI adopts and will implement the employment assurances set forth in the DRL above, and will additionally adhere to the applicable requirements of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act ("ESSA").

All OMI staff are held to a code of professional conduct, incorporated into the Employee Handbook, under which every employee commits to:

- Abide by federal, state, and local laws;
- Maintain appropriate professional boundaries with all students, consistent with the professional boundaries policy described in Element 6;
- Refrain from the abuse of alcohol or drugs during the course of professional practice;
- Exemplify honor and integrity in the course of professional practice, particularly in the use of public funds and property;
- Comply with state, federal, and local laws regarding the confidentiality of student records;
- Fulfill the terms and obligations detailed in this Charter;
- File necessary reports of child abuse; and
- Maintain a high level of professional conduct at all times.

This element describes the qualifications required for each category of position, the statutory clearance requirements that apply to every position, and OMI's recruitment, professional development, and evaluation practices. Complete job descriptions for all positions are maintained by the Charter School and are included in [Appendix X].

B. Certificated Teachers

OMI meets all requirements for employment set forth in applicable provisions of law, including the credentialing requirements of Education Code sections 47605(l) and 47605.4. All teachers of record at OMI hold a certificate, permit, or other document issued by the California Commission on Teacher Credentialing ("CTC") equivalent to that which a teacher in a non-charter public school would be required to hold, as required by Education Code section 47605(l). These documents are maintained on file at OMI and are subject to periodic inspection by OUSD. This requirement applies to every teacher of record in every course; OMI does not treat any course as exempt from the credentialing requirement. Consistent with Education Code section 47605(l), the Governing Board may use local assignment options authorized in statute and regulations to legally assign certificated teachers in the same manner as a school district governing board, and OMI may request emergency permits or waivers from the CTC in the same manner as a school district.

Minimum qualifications for certificated teachers are:

- A bachelor's degree from an accredited institution of higher education;

- A valid CTC credential (Single Subject, Multiple Subject, or Education Specialist, as appropriate to the assignment), or a CTC intern credential held while enrolled in an approved intern program with mentoring and formal induction support;
- Demonstrated subject-matter competence in the content area of the assignment, consistent with California law and ESSA, so that credential authorization and instructional assignment are aligned in English language arts, mathematics, science, history/social science, physical education, visual and performing arts, and all other subjects taught; and
- An English learner authorization (CLAD, BCLAD, or equivalent CTC authorization) for any teacher assigned to English learner students.

Teachers must provide copies of their credential, certificate of clearance, transcripts, and examination scores before their first day of work, and must maintain their credentials in good standing throughout employment; an employee who allows a credential to lapse or fails recertification may be subject to dismissal. OMI maintains current copies of all teacher credentials and makes them readily available for inspection.

OMI monitors teacher assignments to prevent misassignment through its Human Resources office, which reviews every master schedule assignment against the teacher's credential authorization before the start of each semester, verifies credential status through the CTC public lookup, and reconciles assignment data reported to the California Longitudinal Pupil Achievement Data System ("CALPADS") against the master schedule each reporting cycle. Teacher misassignment and vacancy data are published annually in OMI's School Accountability Report Card ("SARC") as required by law, and assignment monitoring results are reviewed with the Superintendent. OMI participates in annual teacher assignment monitoring through the California Statewide Assignment Accountability System ("CalSAAS") pursuant to Education Code section 44258.9, acknowledges that the OUSD Office of Charter Schools serves as the Monitoring Authority for educator assignments at OMI, and reviews, reconciles, and resolves any exceptions or misassignments identified in CalSAAS within the timelines of each annual CalSAAS cycle. OMI acknowledges that its historical CALPADS-reported assignment data included reporting errors by a contracted third party and miscategorization of military-assigned staff, and OMI is committed to accurate assignment monitoring and CALPADS reporting throughout the renewal term.

C. School Administrators

As a matter of OMI policy (not a statutory requirement for charter school administrators), all administrators serving in supervisory or instructional leadership roles hold a valid CTC Administrative Services Credential. OMI's Executive Team meet this requirement, and the current Superintendent holds a CTC Administrative Services Credential and a doctorate in educational leadership.

Candidates for the Superintendent position must hold a valid California Administrative Services Credential or equivalent experience and a valid California teaching credential or equivalent experience; an advanced degree is desirable. Successful candidates will demonstrate excellent communication and community-building skills, administrative school-based experience, extensive knowledge of curriculum development, a record of success in developing teachers and managing school operations, and experience managing school finances.

Candidates for Site Director level positions, in the areas of curriculum and instruction, student services and personnel, must likewise hold a valid California Administrative Services Credential or equivalent experience and a valid California teaching credential or equivalent experience, with at least three years of successful classroom teaching, and will demonstrate administrative experience, knowledge of curriculum development, a record of success in developing teachers, and experience in performance assessment. The Site Directors act as the instructional leaders of the middle school and high school, are responsible for executing Board policies and for the recruitment, training, and evaluation of teaching and support staff, and are evaluated annually.

OMI contracts with a Back Office Agency (Vertex) who provides a Chief Financial Officer who must hold education, training, and/or experience equivalent to a degree in business administration, public administration, or education with a specialization in school administration, with demonstrated success supervising staff and managing complex fiscal operations. Department chairs and other teacher leaders must hold a valid California teaching credential in their subject area and demonstrate leadership experience.

D. Student Support, Counseling, and Special Education Staff

School counselors hold a master's degree in school counseling or a related field from a CTC-approved program and a Pupil Personnel Services credential, and demonstrate experience providing academic, social-emotional, and postsecondary counseling to secondary students. Counseling staff support the advisory, college-preparatory, and wellness programs described in Element 1.

Special education teachers (education specialists) hold a valid CTC Education Specialist credential appropriate to the assignment (preliminary, clear or intern status), with demonstrated experience implementing the Individuals with Disabilities Education Act, Section 504, and California content standards for students with a range of learning needs. Related services providers, whether employed or contracted, hold the licenses or credentials required for their disciplines (for example, school psychologists, speech-language pathologists, and occupational therapists), and OMI verifies that the qualifications of contractor employees are consistent with the expectations for OMI's own employees. OMI's provision of special education services as a member of its SELPA is described in Element 1.

E. Military Science Staffing (California Cadet Corps Cadre)

A defining feature of OMI's staffing model is its cadre of state active-duty service members assigned to the school through the California Military Department ("CMD") under a Cooperative Agreement entered pursuant to Military and Veterans Code section 531. OMI maintains 20 funded cadre billets: the Commandant of Cadets plus 19 officer and enlisted positions. Cadre serve as California Cadet Corps ("CACC") advisors and instructors, TAC officers, physical fitness leaders, and character development mentors, and they supervise and support cadets throughout the school day.

Cadre qualifications are established by the CMD and the CACC. Each cadre member must be a member in good standing of the California National Guard or California State Guard with no pending adverse military actions, must hold and maintain CACC commandant/adult staff certification through the California Military Department, and must complete CMD-required

instructor qualification and leadership training, including annual instructor qualification, leadership development, and physical readiness instructional certification. The cadre force spans ranks from Specialist (E-4) through Command Sergeant Major/Chief Master Sergeant (E-9), with years of service ranging from 2 to 37, providing cadets with experienced professional role models across multiple military specialties.

The Commandant of Cadets is the senior military member assigned to OMI, must be a senior non-commissioned officer or commissioned officer holding CACC certification, reports to the Superintendent, and is responsible for supervising all assigned military staff and integrating the military staff with the civilian staff and integrating CACC functions with academic programs and goals, as described in Element 4. Cadre compensation, including basic pay and allowances, is paid by the CMD, not from OMI's operating budget. Cadre members complete OMI's statutory clearance requirements described in Section H below, in addition to the personnel security screening conducted through military channels prior to assignment.

Consistent with Education Code section 47605(I), any military science or leadership course offered for credit has an appropriately CTC-certificated teacher of record.

F. Classified Staff

OMI's classified staff (administrative and office support, operations and facilities, food service, and other non-instructional employees) are hired based on demonstrated qualifications for the specific role, as set forth in the applicable job description. Minimum qualifications by category are:

Classification Category	Minimum Qualifications
Administrative / Office Support	High school diploma or equivalent; relevant office experience; proficiency in school information systems
Operations / Facilities	Relevant trade certification or equivalent experience
Food Service	California Food Handler certification
Instructional Support (Paraprofessionals)	See Section G
Tutors	See Section G
IT Tech	See Section G
Manager Data/IT/Business/Personnel	Hold a college degree in relevant field; relevant experience;
Director IT/CTE	Hold a college degree in relevant field; hold a master's or specialized certification in relevant field; 3-5 years of managerial experience in relevant field

For all classified roles, candidates must hold any license or certification necessary to perform the responsibilities of the position, provide positive references, and demonstrate the ability to work collaboratively with administrators, students, faculty, staff, and parents. Salary placement for newly hired classified staff is determined by the Superintendent based on education, experience, and operational needs. OMI maintains current job descriptions for all classified positions and evaluates all regular classified employees annually.

G. Paraprofessionals and Instructional Aides

Paraprofessionals who provide instructional support meet the qualifications established under Title I of the Elementary and Secondary Education Act, as amended by ESSA: a high school diploma or equivalent plus an associate's degree or higher, completion of two years of college coursework, or demonstrated proficiency through a state-approved local assessment of knowledge of, and ability to assist in instructing, reading, writing, and mathematics. OMI verifies these qualifications before placement in any instructional aide role. Paraprofessionals receive structured onboarding, are supervised by credentialed teachers, and are never assigned to independently direct the academic program of a class. Paraprofessionals working in classroom settings maintain current First Aid and CPR certification.

H. Statutory Requirements for All Positions

The following are statutory minimum conditions of employment for every OMI position (certificated, classified, paraprofessional, and military-assigned) and for volunteers and contractor employees as required by law; they are not discretionary qualifications:

- **Criminal background clearance.** Every employee furnishes a criminal record summary and completes Live Scan fingerprinting through the California Department of Justice and the Federal Bureau of Investigation in accordance with Education Code sections 44237 and 45125.1, with clearance on file before beginning work with students. OMI does not employ any person who has been convicted of a violent or serious felony except as otherwise permitted by law, verifies contractor-employee clearances, and receives subsequent arrest notifications, as further described in Element 6. Criminal background summaries are maintained by OMI's Human Resources office in a confidential, secured file separate from personnel files, as required by law.
- **Tuberculosis clearance.** Every employee provides evidence of a tuberculosis risk assessment and/or examination showing freedom from active tuberculosis within 60 days prior to employment, in accordance with Education Code section 49406, with renewal as required by law.
- **Proof of identity and work authorization.** Every employee provides proof of identity and legal authorization to work in the United States.
- **Mandated reporter training.** All employees and other individuals working on behalf of OMI who are mandated reporters receive training on child abuse detection and reporting in accordance with Education Code section 44691 and the Child Abuse and Neglect Reporting Act.

OMI designates and maintains at least one Custodian of Records authorized by the California Department of Justice and tracks all clearance and training documentation through its human resources systems to ensure continuous compliance. For all contracted services, OMI ensures that the qualifications of the employees of its contractors are consistent with the expectations for OMI's own employees. OMI's complete health and safety screening procedures, including employee training requirements and the hiring-process screening for prior egregious misconduct required by SB 848 (2025), are described in Element 6.

I. Recruitment, Selection, and Hiring Practices

OMI recruits professional, effective, and qualified personnel for all administrative, instructional, instructional support, and non-instructional support positions. In accordance with Education Code section 47605(e)(1), OMI is nonsectarian in its employment practices and does not discriminate on the basis of the characteristics listed in Education Code section 220; OMI's equal employment opportunity commitments are set forth in the DRL above. Recruitment strategies include posting on a diverse array of platforms (including EdJoin and Indeed), announcing openings to the school community, presenting at career fairs and educator networking events, and encouraging staff referrals of candidates who meet minimum requirements.

Selection is transparent and merit-based. For each vacancy, OMI defines the role, minimum qualifications, and reporting structure from the applicable job description; screens applications and resumes against standardized criteria; conducts interviews with multiple participants, including a demonstration lesson or other job-related exercise for instructional positions; verifies credentials, past employment, and professional references, including the employment-history information requests required by AB 2534 for certificated candidates; and completes the background, TB, and other statutory clearances described in Section H before the employee begins work with students. Offers are extended in writing, and all employees work under an employment agreement; employment is at-will consistent with California charter school law. New employees complete a structured onboarding program covering OMI's policies, handbooks, mandated reporting obligations, and health and safety procedures.

Newly hired certificated employees receive salary placement with year-for-year credit for prior relevant experience on OMI's credentialed salary schedule, and OMI works to offer competitive compensation to attract and retain experienced educators in Oakland's competitive hiring market. OMI's retention strategy pairs competitive salary schedules with a collegial professional culture, sustained investment in professional learning (Section J), and a mission-driven environment that attracts educators committed to serving Oakland youth. OMI also uses LCAP-funded coaching, instructional support, and staff wellness resources to support teacher retention.

J. Professional Development

All OMI employees participate in professional development aligned to the school's instructional priorities, LCAP goals, and the California Standards for the Teaching Profession. New teachers complete a California-approved teacher induction program with mentor support, and intern-credential teachers receive both school-based and university-based support throughout their credential programs. Military cadre complete annual CMD- and CACC-required instructor and leadership training. The full professional development program, including focus areas, delivery models, and calendar, is described in Element 1.

K. Employee Evaluation

All employees receive annual performance evaluations. Certificated staff are evaluated by the Superintendent or a designated administrator through formal annual reviews and ongoing informal observations aligned to the California Standards for the Teaching Profession, informed by evidence of student learning and professional growth goals set at the beginning of each year. Administrative and classified staff receive annual formal evaluations against their job

descriptions and annual goals. The Superintendent is evaluated by the Board of Directors, as described in Element 4. Evaluation outcomes inform professional development planning, retention, and, where necessary, improvement plans.

L. Job Descriptions

OMI maintains complete, current job descriptions, including duties, minimum qualifications, and reporting relationships, for every position category described in this element. Full job descriptions are maintained in [Appendix X].

Element 6 (Health and Safety)

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following: (i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237. (ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282. (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school."

– Ed. Code § 47605(c)(5)(F)

Site Safety Plan

Charter School shall develop a school safety plan, which shall include the topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year. Charter School shall include any additional topics added through amendment of Education Code section 32282 or any other legislation.

Pupil Safety

Immunizations, Health Examinations, and Health Screenings

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

Suicide Prevention Policy (Grades 7-12)

Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

Employee Training

Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for

students and staff. Charter School shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

Employee Screening Requirements

Criminal Background Clearances and Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237, 44830.1 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

Tuberculosis Screening

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

OMI maintains a comprehensive set of health, safety, and risk management policies and procedures that protect every cadet and staff member at its campus at 3877 Lusk Street, Oakland, California 94608. The procedures summarized below implement the DRL set forth above and all applicable state and federal law, and they draw on a structural feature of OMI's military model: a cadre of state active-duty soldiers and airmen trained in emergency response and a cadet population trained in structured response protocols through the CACC curriculum. This element summarizes OMI's health and safety procedures; the full policies are set forth in the Comprehensive School Safety Plan, the Cadet/Parent Handbook, and the Employee Handbook.

A. Maintenance, Review, and Availability of Health and Safety Policies

OMI's health and safety policies are adopted by the Governing Board and developed in consultation with risk management professionals and, where appropriate, legal counsel. The policies are maintained at the school site and available for inspection by OUSD on an ongoing basis, are incorporated as appropriate into the Cadet/Parent Handbook and the Employee Handbook, copies of which are attached in Appendix [X], and are reviewed and updated at least annually, and whenever a change in law, conditions, or operations affects the health or safety of students or staff. All staff receive annual training on OMI's health, safety, and emergency procedures, as described in Section N below.

B. Comprehensive School Safety Plan

OMI maintains a Comprehensive School Safety Plan ("CSSP") pursuant to Education Code sections 32280-32289. The CSSP is developed and revised by OMI's designated Safety Planning Team, which includes the Superintendent, the Commandant of Cadets (Chief Business Official), the Dean of Climate and Safety, the Executive Director of Administrative Services, the Human Resources Manager, and the Facilities Manager, or their designees. The CSSP is drafted specifically to the needs of the OMI facility in conjunction with law enforcement and fire authorities. The Safety Planning Team completes its annual review so that the Governing Board can review and approve the updated plan at a regularly scheduled public board meeting in advance of the statutory March 1 deadline.

The CSSP addresses every component currently required by Education Code section 32282(a)(2), including:

- an assessment of the current status of school crime and safety conditions;
- child abuse and neglect reporting procedures, including procedures addressing the supervision and protection of children from abuse, neglect, and sex offenses;
- disaster procedures, routine and emergency, including adaptations for pupils with disabilities;
- policies for pupils who commit acts listed in Education Code section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations, consistent with Element 9;
- procedures to notify teachers of dangerous pupils pursuant to Education Code section 49079;
- a discrimination and harassment policy consistent with Education Code section 200, including hate crime reporting procedures;
- provisions of the schoolwide dress and uniform code, including the prohibition on gang-related apparel under Education Code section 35183;
- procedures for the safe ingress and egress of pupils, parents, and school employees to and from the school;
- procedures for maintaining a safe and orderly environment conducive to learning;
- the rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, and 47605;

- procedures to assess and respond to reports of dangerous, violent, or unlawful activity conducted or threatened at the school, at school-sponsored activities, or on transportation serving the school, including bullying and cyberbullying;
- procedures for conducting tactical responses to criminal incidents;
- procedures to prepare for active shooters or other armed assailants, based on the specific needs and context of the OMI campus and community;
- procedures to respond to a pupil or other person experiencing sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds;
- procedures to notify parents, guardians, teachers, administrators, and school personnel upon confirmation of the presence of immigration enforcement on the school site; and
- a protocol in the event a pupil is, or is reasonably believed to be, suffering an opioid overdose, consistent with SB 10 (2023), including the acquisition and maintenance of naloxone on campus and annual staff training in its administration.

Consistent with Education Code section 32282(a)(3), the CSSP also includes an instructional continuity plan establishing how OMI will communicate with cadets and families and continue instruction when in-person instruction is disrupted by an emergency described in Education Code sections 41422 or 46392(a).

Disaster procedures in the CSSP address and include adaptations for students with disabilities. If an employee, parent/guardian, educational rights holder, or student raises a concern regarding the CSSP procedures and the Superintendent or designee finds merit in the concern, the CSSP is modified accordingly.

As required by the DRL, OMI incorporates new safety-plan topics as they are added by legislation. The SY 2026-27 CSSP already reflects recent legislative updates, including AB 495 (Family Preparedness Plan Act) caregiver-authorization and language-access provisions, AB 727 (crisis hotline information on student identification cards for grades 7-12), AB 621 and SB 243 (response protocols addressing AI-generated explicit imagery and AI companion chatbots), and a Board-adopted smartphone policy. The Safety Planning Team screens each year's enacted legislation as part of the annual update cycle.

C. Emergency Preparedness and Drills

Emergency preparedness and crisis response are core components of the CSSP. OMI's Incident Command Team, led by the Commandant with support from the Director of Administrative Services and the Dean of Cadet Services, is the designated emergency management authority on campus, and incident command roles and assignments are reviewed as part of the annual CSSP update. OMI coordinates its emergency planning with local response agencies as contemplated by Education Code section 32281, including the Oakland Police Department, the Oakland Fire Department, and the California Military Department, which provides supplemental public safety coordination through the CACC partnership. The emergency preparedness plan addresses fire, earthquake, flood, gas leak, bomb threat, hazardous events, terrorist threats, and hostage situations, and includes student release and relocation-center evacuation procedures. Staff receive training in emergency response, including appropriate first responder training or its equivalent.

OMI maintains a drill calendar and conducts campus-wide emergency response drills throughout the school year, including fire, earthquake, lockdown/active threat, shelter-in-place, and evacuation and student-release scenarios. Minimum drill frequencies are:

Drill / Training	Minimum Frequency	Authority
Fire evacuation	Once per semester	Ed. Code § 32001
Earthquake / disaster response (drop, cover, hold)	Per the schedule set annually in the CSSP	FEMA NIMS; Cal OES guidance
Active threat / lockdown (multi-option response)	Per the schedule set annually in the CSSP	Ed. Code § 32282(a)(2)
Shelter-in-place (including severe weather and hazmat)	Per the schedule set annually in the CSSP	Ed. Code § 32282; CDPH guidance
Evacuation / student release / relocation center	Per the schedule set annually in the CSSP	CSSP; Cal OES guidance
Opioid overdose response / naloxone administration	Annual staff training	Ed. Code § 32282(a)(2), as amended by SB 10 (2023)

For mental health crises, OMI maintains direct contacts with Crisis Support Services of Alameda County and the Alameda County Mobile Crisis Team, as described in Section I below.

D. Criminal Background Clearances of Employees, Contractors, and Volunteers

OMI implements the employee, volunteer, and contractor screening requirements of the DRL through Live Scan fingerprinting: every employee must complete Live Scan fingerprint clearance through the California Department of Justice ("DOJ") and the Federal Bureau of Investigation, and must furnish OMI with a criminal record summary as described in Education Code section 44237, before the employee's first day of work with students. OMI does not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code sections 44830.1 and 45122.1. No employee, volunteer, or contractor with an unresolved fingerprint or background clearance is permitted to work with students or to have unsupervised access to campus.

OMI designates and maintains at all times at least one Custodian of Records duly authorized by the DOJ, requests and receives subsequent arrest notifications from the DOJ for all employees and for volunteers not directly supervised by staff, obtains certification from each contracting entity that it has completed required criminal background clearances for its employees and requested subsequent arrest notification service before those employees provide school site services or have any contact with students (Ed. Code § 45125.1), and fingerprints and clears all volunteers who may have contact with students and are not directly supervised by staff. The Human Resource Manager monitors compliance and reports to the Governing Board regularly; the Superintendent monitors the Human Resource Manager's clearance, and the Board monitors the Superintendent's clearance. Military cadre assigned to OMI additionally undergo independent federal personnel security investigations through Army channels.

OMI complies with AB 2534 with respect to requesting information from other local educational agencies regarding certificated candidates for employment and responding to such requests from other local educational agencies, and screens for prior egregious misconduct in its hiring process in accordance with SB 848 (2025). All clearance records are maintained in OMI's

human resources files and reviewed annually. Employee qualification requirements are further described in Element 5.

E. Tuberculosis Risk Assessment

OMI implements the tuberculosis screening requirements of the DRL using the risk-assessment model of Education Code section 49406: each employee, and each volunteer or contractor employee with frequent or prolonged student contact, submits a certificate from a health care provider documenting a TB risk assessment completed within the 60 days preceding employment or service; a TB test is administered only where the risk assessment identifies risk factors, and a positive test is followed by a chest X-ray to rule out active disease. Employees repeat the risk assessment (and any indicated testing) at least once every four years. TB clearance records and certifications are maintained on file.

F. Immunizations, Health Examinations, and Health Screenings

OMI conditions attendance on documentation of required immunizations in accordance with Health and Safety Code sections 120325-120375 and title 17, California Code of Regulations, sections 6000-6075, to the same extent as would apply if the students attended a non-charter public school. The registrar verifies immunization records at registration and applies the conditional-admission and exclusion rules of the California Department of Public Health ("CDPH"), including the pertussis (Tdap) booster requirement for students entering seventh grade. Upon a student's admission or advancement to sixth grade, OMI provides the student and parent or guardian the notification regarding human papillomavirus immunization required by Education Code section 48980.4 and Health and Safety Code section 120336.

Vision, hearing, and scoliosis screenings are conducted in accordance with Education Code section 49450 et seq., as applicable to the grade levels served. OMI provides the type 2 diabetes information sheet to parents and guardians of incoming seventh-grade students pursuant to Education Code section 49452.7, covering the content required by that section. Immunization, health examination, and health screening records are maintained on file. The Dean of Climate and Safety manages referrals to community health resources, including through the Alameda County Public Health Department and the Alameda County Social Services Agency.

G. Medication Administration, Emergency Medications, and First Aid/CPR

OMI adheres to Education Code section 49423 regarding administration of medication in school: medication is administered only upon written statements from the pupil's authorizing health care provider and parent or guardian, and only by school personnel trained and designated for that purpose; medication is stored securely and administration is logged. OMI adheres to Education Code section 49414 (as amended by AB 1651, 2023) regarding emergency epinephrine auto-injectors: auto-injectors are stocked and maintained in an accessible location, staff receive required training, and the location is included in annual notices. To the extent OMI stocks albuterol inhalers to respond to respiratory distress, it complies with the training, notice, and stocking requirements of Education Code section 49414.7. OMI stocks and maintains naloxone

on campus to administer in the event of an opioid overdose, with annual staff training as described in Section B.

OMI maintains 14 automated external defibrillators ("AEDs") on campus and in all school vans, and first aid equipment is maintained and inspected regularly through OMI's loss control safety program. All staff working in classrooms or directly with students maintain current First Aid and CPR certification, and military cadre maintain Army emergency medical response certifications. In a medical emergency, the first responding staff member calls 911, the front office notifies the Commandant or designee, and trained staff administer first aid, CPR, or an AED until emergency responders arrive.

H. Mandated Reporting of Child Abuse and Neglect

All OMI employees and Governing Board members, volunteers over 18 years of age who interact with students outside the immediate supervision and control of the student's parent/guardian or a school employee, and contractors and other persons performing services on behalf of OMI whose duties involve contact with students that is not supervised by a certificated employee or the student's parent/guardian, are mandated reporters within the scope of current law (including SB 848 (2025)) under the Child Abuse and Neglect Reporting Act, Penal Code section 11164 et seq., and follow all applicable reporting laws. Training on child abuse detection and reporting is provided annually on the statutory timeline set forth in the DRL: within the first six weeks of each school year, or within the first six weeks of employment for persons hired after the school year begins, in accordance with Education Code section 44691. Completion is documented in each employee's personnel file. OMI policy requires immediate reporting of known or suspected abuse or neglect directly to Child Protective Services and/or law enforcement, without prior authorization from a supervisor. The CSSP contains a dedicated mandated reporting section with procedures, forms, and agency contacts, and the Dean of Climate and Safety coordinates reporting documentation and support for staff.

I. Suicide Prevention and Mental Health Crisis Response

OMI's Governing Board has adopted, at a regularly scheduled meeting, a pupil suicide prevention policy meeting the requirements of Education Code section 215 (AB 2246) and applies it to all grades served (6-12). The policy was developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts; addresses prevention, intervention, and postvention; and specifically addresses the needs of the high-risk groups identified in the DRL. OMI reviews the policy at least every fifth year and updates it as necessary, incorporating best practices identified in the California Department of Education model policy consistent with AB 58 (2021-22).

The CSSP includes protocols for responding to students exhibiting suicidal ideation. For acute situations, OMI maintains crisis referral relationships with Crisis Support Services of Alameda County (available 24/7) and the Alameda County Mobile Crisis Team, and coordinates with the Alameda County Family Justice Center when family safety concerns arise. OMI's broader wellness, social-emotional learning, counseling, and mental health programming, including the California Healthy Kids Survey data that informs it, is described in Element 1 and is not restated here.

J. Bloodborne Pathogens and Communicable Disease Control

OMI meets state and federal standards for handling bloodborne pathogens and other potentially infectious materials in the workplace. The Governing Board has established a written exposure control plan designed to protect employees and students from infection due to contact with bloodborne viruses, including human immunodeficiency virus and hepatitis B virus. Whenever staff or students are exposed to blood or other bodily fluids through injury or accident, they follow the latest medical protocol for disinfecting procedures. Annual staff training on bloodborne pathogens is provided as part of the training described in the DRL and Section N.

OMI also maintains communicable disease policies consistent with CDPH, Alameda County Public Health Department, and District guidance, including procedures for identifying and excluding ill students consistent with CDPH exclusion guidelines, family notification when a reportable communicable disease is identified on campus, and coordination with county public health for disease monitoring and outbreak response. These policies are reviewed during the annual CSSP update cycle and whenever significant public health guidance changes.

K. Drug-, Alcohol-, and Tobacco-Free Campus

OMI functions as a drug-, alcohol-, tobacco-, and smoke-free campus and workplace at all times.

L. School Meals and Nutrition

OMI provides nutritionally adequate meals to pupils in accordance with Education Code section 49501.5, including a free breakfast and lunch during each school day to any pupil who requests one, without consideration of eligibility for a federally funded free or reduced-price meal, and provides students adequate time to eat. OMI does not advertise food or beverages during the school day and does not participate in corporate incentive programs that reward pupils with free or discounted foods or beverages that do not meet nutritional standards, except as permitted under Education Code section 49431.9. Food service staff hold California food handler certifications, as described in Element 5.

M. Sexual Harassment Prevention, Nondiscrimination, and Title IX

OMI maintains a Board-adopted policy prohibiting sexual harassment and harassment or discrimination based on any characteristic protected by federal, state, or local law, applicable to employees, students, volunteers, and contractors alike, with prompt investigation and remediation of any complaint. A copy of the policy is provided to new and continuing students as part of orientation and to all staff at the start of each school year or upon hire. OMI displays the sexual harassment policy poster required by Education Code section 231.6 in each bathroom and locker room and in public areas commonly frequented by pupils, and provides supervisory and nonsupervisory employees the sexual harassment prevention training required by Government Code section 12950.1.

OMI designates at least one employee to coordinate compliance with Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, publishes that coordinator's contact information, and posts the Title IX information required by Education Code section 221.61. OMI complies with all federal laws pertaining to students with disabilities,

including Section 504, Title II of the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities Education Act. OMI's Uniform Complaint Procedures and its grievance procedures for prompt and equitable resolution of complaints, including Title IX and Section 504 complaints and the designated compliance officers and ombudsperson, are described in Element 14.

N. Annual Staff Health and Safety Training

Consistent with the DRL, all staff members receive annual training on OMI's health, safety, and emergency procedures. The annual training program includes, at a minimum: emergency response and drill procedures, including first responder training or its equivalent; bloodborne pathogens and the exposure control plan; mandated reporter training on the timeline described in Section H; sexual harassment prevention training under Government Code section 12950.1; First Aid, CPR, and AED use for staff working with students; epinephrine auto-injector and naloxone administration for trained designated staff; the CDE online bullying and cyberbullying prevention training module made available annually pursuant to Education Code section 32283.5; and at least one hour of LGBTQ cultural competency training annually for teachers and other certificated staff through the 2029-30 school year, with records maintained in accordance with Education Code section 218. Training completion is tracked by the Human Resource Manager and documented in personnel files.

O. Facility Safety, Inspections, and ADA Compliance

OMI's campus is maintained in a safe, clean, and functional condition. OMI complies with Education Code section 47610 by utilizing facilities that are compliant with the Field Act or the California Building Standards Code, including provisions for seismic safety, and complies with applicable federal environmental laws and fire, health, and structural safety requirements, maintaining readily accessible records documenting such compliance. Sprinkler systems, fire extinguishers, and fire alarms are tested annually to ensure they are maintained in operable condition at all times, and fire and earthquake drills are conducted pursuant to Education Code section 32001 as described in Section C. The campus complies with the Asbestos Hazard Emergency Response Act (40 C.F.R. Part 763), including maintenance of an asbestos management plan, and facilities are accessible to students with disabilities in accordance with the ADA and Government Code section 4450 et seq. OMI cooperates with the community water system and the District to allow lead testing of drinking-water fountains and faucets, removes from service any fixture exceeding applicable thresholds, and notifies parents/guardians in accordance with Health and Safety Code section 116277.

Campus access is controlled through secured entrances with intercom verification prior to entry, perimeter fencing, exterior lighting, and continuous video surveillance during school hours. Facility conditions are verified through two independent annual processes: OUSD's Williams Act inspections, in which OMI has recorded zero extreme deficiencies across the 2022-2025 reporting cycles, and independent loss control safety inspections conducted through OMI's risk management program, most recently in March 2026, with all flagged items tracked to resolution through the facilities team and the Board's safety reporting cycle. OMI maintains its facility to the Williams standard of clean, safe, and functional, and reports facility conditions annually in its School Accountability Report Card.

P. Menstrual products

OMI stocks an adequate supply of menstrual products, free of cost, in all women's restrooms, all all-gender restrooms, and at least one men's restroom, and posts the notice required by Education Code section 35292.6 in each such restroom.

Q. All-gender restroom

OMI provides and maintains at least one all-gender restroom for voluntary student use in accordance with Education Code section 35292.5, with required signage, accessibility, and a designated staff point of contact.

R. Human trafficking prevention

OMI informs parents and guardians of students in grades 6-12 of human trafficking prevention resources.

S. California Healthy Youth Act and mental health instruction

OMI provides comprehensive sexual health and HIV prevention education to students at least once in middle school and once in high school pursuant to Education Code section 51930 et seq., and any middle or high school health education course includes mental health instruction meeting Education Code section 51925 et seq.; the instructional program is described in Element 1.

T. Mental health resources poster

OMI posts the pupil mental health resources poster required by Education Code section 49428.5, in English and in any primary language spoken by 15 percent or more of pupils, and distributes it digitally at the beginning of each school year.

U. Workplace violence prevention

OMI establishes, implements, and maintains an effective workplace violence prevention plan consistent with Labor Code section 6401.9.

V. Bullying and cyberbullying prevention

OMI maintains procedures for preventing acts of bullying, including cyberbullying, complies with the Safe Place to Learn Act (Ed. Code § 234 et seq.), maintains a policy addressing cyberbullying occurring outside school hours in accordance with AB 772 (2025), and makes the CDE training module available annually as described in Section N.

W. Homicidal threats

In accordance with Education Code sections 49390-49395, all employees and Board members who observe or are alerted to a threat creating a reasonable suspicion that a pupil is preparing to commit a homicidal act related to school report the threat to law enforcement.

X. Gun safety notice

At the beginning of the first semester each year, OMI distributes to parents/guardians the notice regarding California's child-access-prevention and firearm-safety laws using the model language published by the CDE.

Y. Athletic programs

OMI complies with all applicable health and safety requirements for its athletic programs, including providing sudden cardiac arrest information (Ed. Code § 33479 et seq.) and an annual opioid factsheet to athletes, complying with Education Code section 49475 regarding concussions and head injuries, adopting a written emergency action plan for sudden cardiac arrest and other medical emergencies that identifies emergency equipment locations and rehearsal procedures, acquiring at least one AED, providing coach training on concussion, heat illness, and cardiac arrest, and, to the extent OMI participates in the California Interscholastic Federation, posting the standardized incident form required by Education Code section 33353.

Z. Transportation services

To the extent OMI provides or arranges student transportation, it complies with the requirements of SB 88 (2023), inclusive of Education Code sections 39875, 39877, 39878, and 39879, as applicable, relating to background checks and testing for individuals and entities providing transportation services for students.

AA. Extreme weather

OMI maintains an extreme-weather policy incorporating the standardized guidelines developed by the CDE.

BB. Sexual abuse prevention (SB 848)

OMI has adopted a professional boundaries policy and a school-facilities policy, incorporates the required content into the CSSP, screens for prior egregious misconduct in hiring, participates in the Commission on Teacher Credentialing data reporting system, and applies the revised mandated reporter definitions described in Section H.

CC. Immigration enforcement protections

OMI complies with AB 49, SB 98, and SB 495 (2025) regarding protection of students, families, and employees in connection with immigration enforcement, and has adopted the related policies and CSSP provisions.

DD. Smartphone use policy

OMI maintains a Board-adopted smartphone use policy in accordance with AB 962 (2025).

Element 7 (Balance of Racial/Ethnic, Special Education, and English Learner Students)

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted."

– Ed. Code § 47605(c)(5)(G)

[No DRL.]

The DRL for this element consists of the statutory language and a direction to describe the school's plan for achieving and maintaining a representative student population. That description follows.

A. What This Element Requires

This element addresses the means (the concrete recruitment, outreach, admissions, and monitoring practices) by which OMI achieves a balance of racial and ethnic pupils, special education pupils, and English learner ("EL") pupils, including redesignated fluent English proficient ("RFEP") pupils, reflective of the general population residing within the territorial jurisdiction of OUSD. Since its founding in 2001, OMI has enrolled and retained a student body that reflects the diversity of Oakland, with particular depth in the communities that have historically faced the greatest barriers to educational opportunity.

B. Current Enrollment Compared to the District

The table below presents OMI's most recently reported enrollment profile (SY 2024-25; 480 cadets in grades 6-12), drawn from OMI's School Accountability Report Card and CALPADS reporting, alongside OUSD district figures drawn from CDE DataQuest.

Student Group	OMI SY 2024-25	OUSD SY 2024-25
Hispanic/Latino	68.3%	40.3%
African American/Black	14.0%	22.1%
Asian	10.2%	13.4%
Two or More Races	2.1%	
White	0.8%	
Socioeconomically Disadvantaged	90.6%	74.5%
English Learners	34.8%	26.8%
Students with Disabilities	15.0%	13.9%
Foster Youth	0.2%	2.8%
Homeless Youth	1.9%	4.2%

OMI's enrollment profile confirms that it serves a student population at least as diverse and higher-need than the District as a whole. More than nine in ten cadets are socioeconomically disadvantaged, well above the District average, and OMI's EL enrollment (34.8%, with an

additional cohort of RFEP students monitored following reclassification) and special education enrollment (15.0%) each exceed the District rate. OMI's Hispanic/Latino enrollment exceeds the District average, reflecting the school's deep roots in West Oakland and sustained outreach to Latino families; African American/Black enrollment (14.0%) is below the District average, a gap OMI monitors and addresses through the targeted outreach described below. Asian enrollment closely tracks the District figure.

C. Means of Achieving and Maintaining Balance

OMI's admissions process itself is the foundation of balance: enrollment is open to all California students, admission is never conditioned on academic performance, disability, language background, or any protected characteristic, and oversubscription is resolved by a public random drawing, all as described in Element 8. On that foundation, OMI implements a multilingual, community-based outreach and recruitment plan each enrollment cycle designed to reach every racial, ethnic, and linguistic community within OUSD's territorial jurisdiction:

- **Multilingual and multi-platform communication.** Promotional and enrollment materials, including brochures, flyers, application instructions, and website content, are developed and distributed in English and Spanish, with translation support provided for other home languages identified in the applicant community, so that language is never a barrier to applying. OMI supplements printed materials with outreach through its website and social media channels, so that families can learn about the program and receive follow-up contact through the medium most accessible to them. All outreach and marketing materials are created with the end reader in mind, contain no false or misleading claims, and are provided as samples to OUSD upon request.
- **Oakland Enrolls (oaklandenrolls.org) participation.** OMI participates in Oakland Enrolls, the Oakland-wide common charter enrollment system, which gives families who speak languages other than English support in completing application documents and understanding the lottery process, and which surfaces OMI to families across the city during the application process.
- **Targeted community outreach.** OMI conducts direct outreach to feeder middle and elementary schools in West Oakland, East Oakland, and other high-need neighborhoods; participates in community fairs, neighborhood events, and OUSD enrollment nights when invited; and places notices with community-based organizations, local businesses, faith-based institutions, and public libraries serving diverse cultural communities. Outreach intensity is increased in communities where representation gaps are identified, currently including targeted outreach to African American/Black families to close the gap relative to the District average.
- **Open houses and information sessions.** OMI hosts publicized informational meetings, campus tours, and open houses during each enrollment cycle, scheduled on weeknights and weekends to maximize family access, at which prospective families can meet school leadership, cadets, and staff and learn about the program before applying.
- **Community partnerships and family engagement.** OMI's bilingual family liaison and Community Engagement Director lead outreach to Spanish-speaking and multilingual families; monthly Grizzly Nights family engagement events extend OMI's reach to

prospective families by word of mouth; and OMI's participation in the California Community Engagement Initiative supports engagement with parents and community stakeholders across demographic groups.

- **Word of mouth and school visibility.** OMI leverages coverage of cadet achievements in local media, its social media presence, and the visibility of cadets in uniform at community service events across Oakland to build awareness among families in every neighborhood. Current cadet families remain OMI's most effective recruiters, and OMI equips them with enrollment information to share.

OMI publishes on its website information about the resources and services available to students with disabilities (including students with Individualized Education Programs) and to English learners, and ensures that ELs and students with disabilities have meaningful access to curricular, co-curricular, and extracurricular programs, so that prospective families in these groups know they are affirmatively welcome. When presenting to feeder schools and community organizations, OMI describes its special education services, multi-tiered supports, and wellness programming, and its outreach materials identify the school as open to homeless and foster youth, as described in Element 8. **Retention of enrolled students.** A representative student body must be retained as well as recruited, and OMI maintains specific systems to retain the student groups it recruits. OMI reviews climate and belonging survey data, attendance, and exit patterns disaggregated by student group each year, and responds with adjusted programming and family outreach where any group's experience or retention lags. Structured mentorship, advisory, monthly family engagement events, and bilingual family liaison outreach keep families of all backgrounds connected to the school, and OMI engages families of underrepresented groups, currently including African American/Black families, through responsive programming informed by that engagement. English learners, including newcomer students, receive designated and integrated English Language Development and related supports, and students with disabilities receive the full continuum of special education services described in Element 1. To maintain this balance once students enroll, OMI provides school counselors, a bilingual family liaison, credentialed special education staff and related services providers, and wellness and health support staff, as described in Elements 1 and 5.

D. Annual Monitoring and Accountability

OMI tracks enrollment demographics by race/ethnicity, EL status, special education status, socioeconomic status, and foster/homeless status annually through CALPADS reporting and internal enrollment audits. Each fall, the Superintendent or designee reviews the demographic profile of enrolled and newly admitted students against the most recent OUSD and CDE DataQuest figures, and the Governing Board reviews this comparison annually and directs adjustments to the outreach plan where enrollment patterns deviate from the District's general population profile. Where a significant disparity is identified for any group, OMI initiates dialogue with community leaders from the underrepresented group to inform more culturally inclusive outreach strategies for the following cycle, and documents the resulting adjustments in the annual outreach plan. OMI uses the most recent OUSD-wide demographic profile as its annual benchmark for enrollment balance; where any group's enrollment deviates materially from that benchmark, OMI sets specific outreach targets for the following enrollment cycle and reports progress against those targets to the Governing Board.

OMI does not discourage any student from enrolling on the basis of academic performance, disability, language background, or any demographic characteristic, and posts and distributes the California Department of Education Charter School Complaint Notice at the points required by Education Code section 47605(e)(4)(D), as described in Element 8. OMI reports its enrollment profile transparently to OUSD as part of its ongoing oversight obligations and understands that OUSD may review the outcomes of these efforts as part of its annual oversight.

E. Programs Serving English Learners and Students with Disabilities

The programs through which OMI serves the EL and special education students it enrolls, including its designated and integrated English Language Development model aligned to the California ELD Standards, ELPAC administration, reclassification and four-year RFEP monitoring procedures, English Learner Advisory Committee, and its full continuum of special education services provided as an LEA member of the El Dorado County Charter SELPA, are described in Element 1 (Educational Program) and are not restated here. Those program descriptions, together with the outreach and monitoring practices above, constitute OMI's means of both attracting and successfully retaining a student body reflective of Oakland.

Element 8 (Admissions Policies and Procedures)

"Admission policies and procedures, consistent with subdivision (e) [of Education Code section 47605]."

– Ed. Code § 47605(c)(5)(H)

Documentation of Admissions and Enrollment Processes

Upon request, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

Homeless and Foster Youth

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a contact number for access to additional information regarding enrollment. Charter School shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.

Non-Discrimination

Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(A), Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason.

Parent Engagement

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours or attend an orientation event, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of their child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because their parent cannot, has not, or will not provide volunteer service to Charter School.

A. Open Enrollment and Non-Conditioning of Admission

OMI is nonsectarian in its programs, admission policies, employment practices, and all other operations, does not charge tuition, and does not charge any fee as a condition of application, admission, enrollment, or participation in its regular educational activities, consistent with the free schools guarantee of the California Constitution. Enrollment is open to any student residing in the State of California, consistent with Education Code section 47605(e)(2)(A), and, except in the case of a public random drawing as described below, admission is not determined by the place of residence of the pupil or of the pupil's parent or legal guardian within the state. OMI admits all pupils who wish to attend on a space-available basis and complies with all laws establishing minimum and maximum ages for public school attendance in charter schools.

Admission is not conditioned on any commitment, aptitude, or prior record. No test or assessment is administered to any student prior to acceptance and enrollment. OMI does not consider prior academic achievement, grade point average, test scores, athletic ability, physical fitness, disciplinary history, or any prior school record in admitting students, and does not use admission criteria involving minimum grade point averages or require information that would reveal them before the admission process has ended. OMI describes for every applicant family the academically rigorous college-preparatory program, the structured military-model environment, and the leadership expectations the student will encounter, and provides a copy or summary of student-related policies and the honor code, but a family's response to that information is never a condition of admission. Consistent with Education Code section 47605(n) and the DRL above, parental involvement, while welcomed and encouraged, is not a requirement for a child's admission to or continued enrollment at OMI, and no volunteer service, orientation attendance, or payment in lieu of either is required.

OMI does not inquire into the immigration or citizenship status of any student or family member at any point in the application, lottery, enrollment, or registration process, and no admission or enrollment decision is ever based on immigration status. Consistent with the DRL, the only information OMI requests before or during the lottery is the information necessary to apply the approved admission preferences described in Section D.

Within the scope of the approved charter, the Governing Board determines the policies, processes, and procedures governing application, admission, and enrollment, and determines school capacity and grade-level breakdown based on the academic program, fiscal viability, the educational needs of currently enrolled students, facility capacity, and demonstrated student interest.

B. Annual Application and Enrollment Timeline

OMI conducts a publicly advertised open application period annually for enrollment in the following school year. Key dates are published each fall on the OMI website and communicated directly to prospective families through outreach materials, community events, and correspondence; specific dates vary by year and are confirmed no later than the start of the application period. Consistent with the DRL, upon request OMI notifies the District in writing of the application deadline and proposed lottery date, and all application materials reference these dates and provide complete information regarding application procedures, key dates, and the admission preferences described in Section D. The typical cycle is as follows:

Enrollment Event	Typical Timing*
Community information sessions / open houses	September-November
Application period opens	October-December
Application deadline	January-February
District notified of lottery date	Upon request, prior to lottery
Public notice of lottery date, time, location, and procedures	At least two weeks before the drawing
Public random drawing (if applications exceed capacity)	February-March
Acceptance notifications to families	Within 30 days of the drawing
Enrollment confirmation deadline	Within 30 days of acceptance
Waitlist notifications	Concurrent with acceptance notifications

**Timing may vary based on alignment with Oakland Enrolls procedures.*

C. Application Process

Families apply using a simple application form available from the school office, on the OMI website, and through Oakland Enrolls (oaklandenrolls.org), the Oakland-wide common charter enrollment system in which OMI participates. The application requests only basic contact information, the grade level sought, and eligibility for any approved admission preference. Families can receive direct assistance with the application process by phone or in person, with translation support as described in Element 7. Applications received by the posted deadline are included in the lottery pool for the applicable grade level. Applications received after the deadline are offered admission, or placed on the waitlist, in the order received after all applicants who applied by the deadline have been served, as described in Section E. Publicized informational meetings are held during each cycle to explain the admission process to the community; attendance is encouraged but is never required and plays no role in admission.

D. Public Random Drawing and Admission Preferences

If the number of students who wish to attend OMI exceeds capacity, in total or at any grade level, admission, except for existing OMI students, is determined by a public random drawing

conducted in accordance with Education Code section 47605(e)(2). Before any drawing, OMI provides public notice of the lottery date, time, location, and rules and procedures with adequate public notice in advance, through direct notice to all applicant families, posting on the OMI website, and the application materials themselves. Families are invited to attend the drawing, but attendance is not required to secure a seat if selected.

The drawing is conducted in public view, in a space large enough to accommodate all interested attendees, by a designated lottery official appointed by the Superintendent designated by the Superintendent. Separate drawings are held for each grade level in which applications exceed available seats; all drawings take place on the same day in a single location, in ascending grade order. Within each grade level, names are drawn beginning with all applicants who qualify for the first preference category, continuing within that category until its applicants are exhausted or all vacancies are filled; if seats remain, the drawing proceeds to the next preference category, and so on until all seats are filled and all categories are exhausted. There is no weighting of preference categories. The drawing is documented, results will be communicated to all applicant families and made available at the school office, accepted families are notified in writing, and lottery records are retained as described in Section I.

Students currently enrolled at OMI are exempt from the lottery and are guaranteed continued enrollment from year to year (Ed. Code § 47605(e)(2)). For all other applicants, preferences are extended in the following priority order:

Priority	Preference Group	Authority
1	Siblings of currently enrolled OMI students	Ed. Code § 47605(e)(2)(B)
2	Children of OMI employees and Governing Board members	Ed. Code § 47605(e)(2)(B)
3	Children of OMI alumni	Ed. Code § 47605(e)(2)(B)
4	Students residing within OUSD boundaries	Ed. Code § 47605(e)(2)(B)
5	All other California resident students	Ed. Code § 47605(e)(2)(A)

OMI and the District agree to adhere to the requirements related to admission preferences set forth in Education Code section 47605(e)(2)(B)(i)-(iv). Each preference other than the statutory district-resident and California-resident categories requires approval by the OUSD Board of Education at a public hearing under Education Code section 47605(e)(2)(B)(i).

OMI's admission preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, in accordance with Education Code section 47605(e)(2)(B)(iii). The preference structure is designed to preserve family unity, acknowledge the commitment of OMI's staff and alumni community, and prioritize OUSD-resident students above all other external applicants; OMI's enrollment profile, achieved under these preferences and described in Element 7, demonstrates that the preferences do not limit access for the groups protected by section 47605(e)(2)(B)(iii). OMI monitors the outcome of its lottery annually to confirm that the preferences are not, in practice or effect, limiting enrollment access for those pupils.

Preferences are applied consistent with federal law, the California Constitution, and Education Code section 200, and may be altered as necessary to meet applicable federal or state requirements; any addition, removal, or re-ordering of a preference will be submitted to OUSD for approval at a public hearing before implementation.

E. Waitlist

Applicants not selected in the drawing are placed on a grade-level waitlist in the order their names are drawn; applicants who apply after the deadline or after seats are filled are added to the end of the waitlist in the order received. When a vacancy occurs during the school year, OMI contacts families in waitlist order, and a family that declines or cannot be reached after documented attempts is passed in favor of the next name. The waitlist is maintained for the school year for which it was created and in no circumstance carries over to the following school year. Waitlist placement does not guarantee admission; families may learn their position upon request.

F. Registration Following Admission

After a student is offered and accepts a seat, the family completes registration, which includes proof of age and residency for state reporting purposes, immunization documentation as described in Element 6, emergency contact information, and a home language survey. Registration materials are available in English and Spanish, with translation support for other languages, and families are invited (but never required) to attend a family orientation before the school year begins. Registration documents are collected only after admission: consistent with the DRL, no records, IEP, Section 504 plan, or similar information is requested before or as a condition of admission, no registration step operates as a condition of admission, and registration requirements are applied flexibly for homeless and foster youth as described in Section G. Each enrolled student receives the Cadet/Parent Handbook annually at the start of the school year.

G. Homeless and Foster Youth

OMI implements the McKinney-Vento Homeless Assistance Act obligations stated in the DRL through a designated McKinney-Vento liaison, who ensures that homeless students are enrolled immediately, even if the family cannot produce records normally required for registration, such as proof of residency, immunization records, or prior school records, while the liaison obtains the missing documentation. Foster youth receive the same immediate-enrollment protections and school-stability rights under Education Code sections 48850-48859, and OMI coordinates with the county placing agency and education rights holder as required. OMI's outreach materials and website identify the school as open to homeless and foster youth and provide the liaison's contact information.

H. Non-Discrimination and Complaint Notice

OMI does not discriminate against any applicant or student on the basis of the characteristics listed in Education Code section 220 or any characteristic protected by state or federal law, at any stage of outreach, application, lottery, waitlist, enrollment, or continued enrollment. Pursuant to Education Code section 47605(e)(4)(A), OMI does not discourage any pupil from enrolling or seeking to enroll for any reason, and pursuant to section 47605(e)(4)(C), OMI does not

encourage any currently enrolled pupil to disenroll or transfer to another school for any reason, including academic performance or any characteristic described in section 47605(e)(2)(B)(iii). OMI posts the California Department of Education Charter School Complaint Notice prominently on its website and, in accordance with Education Code section 47605(e)(4)(D), provides a copy to the parent, guardian, or adult student when a family inquires about enrollment, before conducting any lottery, and before any disenrollment. Complaint Notice distribution is logged as part of OMI's enrollment records.

I. Student Records, FERPA, and Recordkeeping

OMI maintains student records in accordance with the Family Educational Rights and Privacy Act ("FERPA," 20 U.S.C. § 1232g) and Education Code section 49060 et seq., including parental rights to inspect, review, and request amendment of records and limits on disclosure without consent. Upon enrollment, OMI requests the student's cumulative record from the prior school within the timelines required by law. Upon a student's departure, OMI transfers a complete copy of the cumulative record to the receiving school within ten school days; if a pupil is expelled or leaves without graduating or completing the school year, OMI notifies the OUSD Superintendent of the pupil's last known address within 30 days and, upon request, provides the pupil's cumulative record, including report cards, transcripts, and health information (Ed. Code § 47605(e)(3)). Special education records are transferred in accordance with title 5, California Code of Regulations, section 3024, and foster youth records in accordance with Education Code sections 49069.3 and 49069.5.

In addition to the recordkeeping obligations stated in the DRL, OMI retains annual application files, lottery documentation, waitlist and vacancy-notification records, records of all written communications with parents related to admissions, and Complaint Notice distribution logs, in appropriate hard-copy and electronic files under its document retention policies, and reviews its admissions practices periodically to confirm compliance with current law and OUSD charter school policies. These records are made available to the District upon request.

Element 9 (Procedures by Which Pupils Can Be Suspended or Expelled)

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).", Ed. Code § 47605(c)(5)(I)

Student Due Process Protections

Charter School's student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

(i) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:

(I) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason.

(Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

Required Notifications

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

Compliance with OCS Student Discipline Guidelines

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

A. Purpose and Philosophy

OMI is committed to maintaining a safe, orderly, and respectful environment in which every cadet can learn. Discipline at OMI is developmental, not primarily punitive: the school's military structure, grounded in respect, accountability, responsibility, and excellence, together with restorative practices and a multi-tiered system of supports, builds self-discipline and resolves most conduct concerns before formal discipline is required. The purpose of discipline at OMI is to promote genuine pupil development, increase respect for authority, assist in the growth of self-discipline, and provide an orderly atmosphere conducive to learning and character development.

Suspension and expulsion are tools of last resort. Before formal discipline is imposed, OMI employs alternative interventions where appropriate, including teacher-managed interventions, administrative conferences, in-school reassignment with academic work, restorative conferences and mediation through the Cadet Services Center, behavior contracts, and cadet leadership accountability structures. A cadet who engages in repeated violations of OMI's behavioral expectations may be required to attend a meeting with staff and the cadet's parent/guardian and subsequently an Honor Board, and OMI may prepare a specific written remediation agreement outlining conduct expectations, timelines, remediation measures and consequences for failure to meet the expectations, which may include, but are not limited to, suspension or recommendation to the Dismissal Board as consistent with Education Code section 47605(e)(5). Consistent with Education Code section 48900.5 as adopted in OMI policy, for a cadet who has been suspended, or for whom other means of correction have been implemented, for an incident of racial bullying, harassment, or intimidation, OMI may require all cadets associated with the incident to engage in restorative justice practices and/or cultural sensitivity programs.

This Cadet Suspension and Expulsion Policy serves as OMI's policy and procedures for cadet suspension, expulsion, and involuntary removal, and may be amended from time to time without the need to amend the charter, so long as the amendments comport with legal requirements. OMI staff enforce these rules fairly and consistently among all cadets. The policy is printed and distributed as part of the Student-Parent Handbook, school discipline is addressed during orientation, and all cadets, parents, and guardians are asked to verify that they have reviewed and understand the policy.

B. Definitions

For purposes of this Element, as adopted in OMI policy consistent with Education Code section 48925:

- "Suspension" means removal of a cadet from ongoing instruction for adjustment purposes for a defined period, imposed pursuant to the procedures in Section E. Suspension does not include reassignment to another classroom or teacher-managed interventions.
- "Expulsion" means removal of a cadet from the school's immediate supervision and control for disciplinary reasons, ordered pursuant to the hearing procedures in Section F.

- "Involuntary removal" includes disenrollment, dismissal, transfer, or termination of a cadet's enrollment for any reason, but does not include a suspension or an expulsion imposed pursuant to the procedures in this Element. Involuntary removal is governed by Section J.
- "Schoolday" and "school day" mean a day on which OMI is in session for instruction.

Cadets will not be suspended, expelled, or otherwise involuntarily removed for academic failure. Consistent with Education Code section 48900(w) as adopted in OMI policy, OMI shall not suspend or expel any cadet based solely on the fact that the cadet is truant, tardy, or otherwise absent from school activities; violations of OMI's attendance expectations are addressed in accordance with OMI's attendance policy and supports. Suspended or expelled cadets are excluded from all school and school-related activities, including summer school, during the period of suspension or expulsion, unless otherwise agreed.

A cadet identified as an individual with disabilities, or for whom OMI has a basis of knowledge of a suspected disability pursuant to the IDEA, or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education cadets, except when federal and state law mandates additional or different procedures, as described in Section G.

C. Jurisdiction

A cadet may be suspended or expelled for prohibited misconduct enumerated in Section D if the act is related to school activity or school attendance occurring at any time, including but not limited to: (a) while on school grounds; (b) while going to or coming from school; (c) during the lunch period, whether on or off the school campus; and (d) during, going to, or coming from a school-sponsored activity.

D. Enumerated Offenses

OMI's enumerated offenses are modeled on Education Code sections 48900 through 48900.7 and 48915 and are adopted as OMI board policy.

D.1 Discretionary Suspension Offenses

A cadet may be suspended when it is determined that the cadet:

- Caused, attempted to cause, or threatened to cause physical injury to another person, or willfully used force or violence upon the person of another, except in self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, including a laser pen or device or an incendiary device such as matches or a lighter, unless, in the case of possession of any object of this type, the cadet had obtained written permission to possess the item from a certificated school employee, with the Commandant or designee's concurrence.
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code sections 11053-11058, any illegal substance, alcoholic beverage, or intoxicant of any kind. Consistent with Education Code section 48900 as amended by AB 2711 (2024) and adopted in OMI policy, a cadet who

voluntarily discloses the cadet's use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.

d. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code sections 11053-11058, any illegal substance, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the same as a controlled substance, alcoholic beverage, or intoxicant.

e. Committed or attempted to commit robbery or extortion.

f. Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.

g. Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.

h. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This subdivision does not prohibit a cadet's use of the cadet's own prescription products. Consistent with Education Code section 48900 as amended by AB 2711 (2024) and adopted in OMI policy, a cadet who voluntarily discloses the cadet's use of tobacco or a product containing tobacco or nicotine in order to seek help through services or supports shall not be suspended solely for that disclosure.

i. Committed an obscene act or engaged in habitual profanity or vulgarity.

j. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5, or Salvia divinorum as noted in section 379 of the California Penal Code.

k. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties, subject to the limitations in Section D.2.

l. Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.

m. Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n. Committed or attempted to commit a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 287 (former Section 288a), or 289, or committed a sexual battery as defined in Penal Code section 243.4.

o. Harassed, threatened, or intimidated a cadet who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that cadet from being a witness and/or retaliating against that cadet for being a witness.

p. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q. Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

r. Aided or abetted, as defined in Penal Code section 31, the infliction or attempted infliction of physical injury to another person. A cadet who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivisions (a)-(b).

s. Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this subdivision, "terroristic threat" includes any written or oral statement by a person who willfully threatens to commit a crime that will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement be taken as a threat, even if there is no intent of actually carrying it out, where the statement, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes the person threatened reasonably to be in sustained fear for the person's own safety, the safety of the person's immediate family, or the protection of school property or the personal property of the person threatened or the person's immediate family.

t. Committed sexual harassment, as defined in Education Code section 212.5. For purposes of this subdivision, the conduct described in section 212.5 must be considered by a reasonable person of the same gender identification as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment.

u. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence, as defined in subdivision (e) of Education Code section 233.

v. Intentionally harassed, threatened, or intimidated school personnel or volunteers and/or a cadet or group of cadets to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or volunteers and/or cadet(s) by creating an intimidating or hostile educational environment.

w. Engaged in an act of bullying, threat, harassment, or intimidation, including bullying committed by means of an electronic act.

4. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a cadet or group of cadets that would be deemed hate violence or harassment, threats, or intimidation, directed toward one or more cadets, that has or can reasonably be predicted to have the effect of placing a reasonable cadet (including a cadet

with exceptional needs) in fear of harm to the cadet's person or property, or causing a reasonable cadet to experience a substantially detrimental effect on the cadet's physical or mental health, substantial interference with the cadet's academic performance, or substantial interference with the cadet's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

5. "Electronic act" means the creation or transmission, originated on or off the school site, by means of an electronic device (including a telephone, wireless communication device, or computer) of a communication, including, but not limited to: a message, text, sound, video, or image; a post on a social network internet website, including posting to or creating a "burn page," creating a credible impersonation of another actual pupil, or creating a false profile, each as defined in OMI's board-adopted policy consistent with Education Code section 48900(r); or an act of cyber sexual bullying, meaning the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording depicting a nude, semi-nude, or sexually explicit image of a minor identifiable from the image, by a pupil to another pupil or to school personnel by means of an electronic act that has or can reasonably be predicted to have one or more of the effects described in paragraph 1. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 6. An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the internet or is currently posted on the internet.
- x. Violated the Cadet Code of Honor by an egregious act of disrespect, lying, cheating, or stealing.
 - y. Was found guilty of a misdemeanor or felony for an offense that occurred in conjunction with school operations or the cadet coming to or going from school, and that, in the opinion of the Charter School, would bring discredit on the cadet or the Charter School or would endanger the health and safety of members of the Charter School community.

Continued failure to comply with the military requirements of the Charter School, including but not limited to repeated failure to wear the proper uniform, refusal to comply with established grooming standards, failure to display military courtesy, or failure to achieve the minimum requirements for promotion from "pledge" to cadet during the first semester of enrollment at OMI, is not a ground for suspension or expulsion under this Section D and is addressed exclusively through the military-standards dismissal process described in Section H.

D.2 Limitation on Suspension for Disruption or Willful Defiance

Consistent with Senate Bill 274 (2023) and Education Code section 48901.1, as adopted in OMI policy, the ground stated in subdivision D.1(k) (disruption or willful defiance) shall not be a basis for suspension of a cadet in any grade OMI serves (grades 6-12) through July 1, 2029, and shall not be a basis for a recommendation for expulsion in any grade. OMI addresses such conduct through the in-school interventions and supports described in Section A. A teacher or staff member may refer a cadet who engages in disruption or willful defiance to the Commandant or designee for appropriate and timely in-school interventions or supports, which may include an Honor Board. Consistent with Education Code section 48901.1(b) as adopted in OMI policy,

within five (5) business days of any such referral, the Commandant or designee shall: (1) document the actions taken and save the documentation to the cadet's record; and (2) inform the referring staff member what actions were taken or, if none were taken, the rationale for not providing any appropriate or timely in-school interventions or supports.

D.3 Discretionary Expulsion Offenses

A cadet may be recommended for expulsion when it is determined that the cadet committed any of the acts enumerated in subdivisions D.1(a) through D.1(y), subject to the limitation in Section D.2 and to the mandatory provisions of Section D.4. In determining whether to recommend expulsion for a discretionary offense, the Commandant or designee will consider the circumstances of the offense, the cadet's disciplinary history, and whether other means of correction have failed or are infeasible, or whether the cadet's presence causes a continuing danger.

D.4 Mandatory Suspension and Mandatory Recommendation for Expulsion

Consistent with Education Code section 48915(c), as adopted in OMI policy, the Commandant, Superintendent, or designee shall immediately suspend, and shall recommend for expulsion, a cadet determined to have committed any of the following acts at school or at a school activity off school grounds:

7. Possessing, selling, or otherwise furnishing a firearm;
8. Brandishing a knife at another person;
9. Unlawfully selling a controlled substance listed in Chapter 2 (commencing with section 11053) of Division 10 of the Health and Safety Code;
10. Committing or attempting to commit a sexual assault as defined in subdivision D.1(n), or committing a sexual battery as defined in subdivision D.1(n); or
11. Possessing an explosive.

Consistent with Education Code section 48915(d), as adopted in OMI policy, expulsion shall be ordered upon a finding, made through the hearing procedures in Section F, that the cadet committed one of the acts listed in this Section D.4. The discretion afforded for the offenses in Section D.3 does not apply to these offenses.

D.5 Federal Gun-Free Schools Act; Definitions

If it is determined by the Discipline Board and the Superintendent, through the procedures in Section F, that a cadet has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, onto campus, or has possessed a firearm or destructive device on campus, the cadet shall be expelled for one (1) year, pursuant to the federal Gun-Free Schools Act of 1994. In such instances, the cadet shall be provided the due process rights of notice and a hearing as required by this policy.

For purposes of this Element:

- "Firearm" means: (a) any weapon (including a starter gun) that will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device.
- "Destructive device" means: (a) any explosive, incendiary, or poison gas, including a bomb, a grenade, a rocket having a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, or a device similar to any of these devices; (b) any type of weapon (other than a shotgun or a shotgun shell that is generally recognized as particularly suitable for sporting purposes) by whatever name known that will, or that may be readily converted to, expel a projectile by the action of an explosive or other propellant, and that has any barrel with a bore of more than one-half inch in diameter; or (c) any combination of parts either designed or intended for use in converting any device into any destructive device described above and from which a destructive device may be readily assembled.
- "Knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; a weapon with a blade fitted primarily for stabbing; a weapon with a blade longer than three and one-half (3.5) inches; a folding knife with a blade that locks into place; or a razor with an unguarded blade.

E. Suspension Procedures

Suspensions are initiated according to the following procedures.

E.1 Suspension Conference

Suspension shall be preceded, if possible, by an informal conference conducted by the Commandant or the Commandant's designee with the cadet and the cadet's parent/guardian and, whenever practical, the teacher, supervisor, or school employee who referred the cadet to the Commandant. At the conference, the cadet shall be informed of the reason for the disciplinary action and the evidence against the cadet, and shall be given the opportunity to present the cadet's version of events and evidence in the cadet's defense, in accordance with Education Code section 47605(c)(5)(I)(ii)(I), as re-lettered.

The conference may be omitted if the Commandant or designee determines that an emergency situation exists, a clear and present danger to the lives, safety, or health of cadets or school personnel. If a cadet is suspended without this conference, both the parent/guardian and the cadet shall be notified of the cadet's right to return to school for the purpose of a conference, which shall be held within two (2) school days of the suspension unless the cadet waives this right or is physically unable to attend (including due to incarceration or hospitalization). No penalties may be imposed on a cadet for the failure of the cadet's parent or guardian to attend a conference with school officials, and reinstatement of the suspended cadet shall not be contingent upon the parent's or guardian's attendance.

E.2 Notice to Parents/Guardians

At the time of suspension, the Commandant or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a cadet is suspended, the

parent/guardian shall be notified in writing of the suspension. The notice shall include: (a) the specific offense(s) committed by the cadet; (b) the duration and dates of the suspension; (c) the date when the cadet may return to school following the suspension; and (d) an explanation of the evidence that supports the charges. If school officials wish to confer with the parent/guardian regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

E.3 Length of Suspension; Extension Pending Expulsion

A suspension that does not include a recommendation for expulsion shall not exceed five (5) consecutive school days per suspension, and a cadet shall not be suspended for the same act more than once. As adopted in OMI policy consistent with Education Code section 48903, a cadet shall not be suspended for more than twenty (20) school days in a school year, except as permitted by law in connection with an adjustment of placement or an extension pending an expulsion hearing.

Upon a recommendation for expulsion by the Commandant or designee, the cadet and the cadet's parent/guardian or representative will be invited to a conference to determine whether the cadet's suspension should be extended pending an expulsion hearing. A suspension may be extended only following this conference, and only upon a determination by the Commandant or designee that (1) the cadet's presence would be disruptive to the educational process, or (2) the cadet poses a threat or danger to others. The length of any suspension extended pending an expulsion hearing shall be limited by the expulsion hearing timelines set forth in Section F; OMI shall not impose indefinite suspensions.

E.4 Homework Assignments During Suspension

Pursuant to Education Code section 47606.2, for any cadet suspended for two (2) or more school days, OMI shall, upon the request of the cadet or the cadet's parent or guardian, provide the homework assignments the cadet would otherwise have been assigned. If a requested homework assignment is turned in either upon the cadet's return from suspension or within the timeframe originally prescribed, and is not graded before the end of the academic term, that assignment shall not be included in the calculation of the cadet's overall grade in the class.

F. Expulsion Procedures

F.1 Authority to Expel; Neutral Hearing Body

As required by Education Code section 47605(c)(5)(I)(ii)(II), as re-lettered, a cadet recommended for expulsion is entitled to a hearing adjudicated by a neutral officer to determine whether the cadet should be expelled. A cadet may be expelled by the Superintendent upon the recommendation of a neutral and impartial Discipline Board. The Discipline Board consists of at least three (3) neutral and impartial members who are certificated and who are neither a teacher of the cadet nor a member of the OMI Governing Board, and is presided over by a designated neutral hearing chairperson. The Discipline Board may recommend expulsion of any cadet found to have committed an expellable offense or a dismissal of any cadet found to have committed a dismissable offense per Education Code section 47605 (e)(5). See section H. Dismissal for Failure to Maintain Military Department Standards of Conduct

F.2 Hearing Timeline and Written Notice

Unless postponed for good cause, the Dismissal Board hearing shall be held within thirty (30) school days after the Commandant or designee determines that the cadet has committed an expellable or dismissable offense. The hearing shall be held in closed session unless the cadet makes a written request for a public hearing at least three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded to the cadet and the cadet's parent/guardian at least ten (10) calendar days before the date of the hearing; upon mailing, the notice shall be deemed served upon the cadet. The notice shall include the date and place of the hearing and the following:

- A statement of the specific facts, charges, and offenses upon which the proposed expulsion is based;
- A copy of OMI's disciplinary rules that relate to the alleged violation;
- Notification of the cadet's or parent/guardian's obligation to provide information about the cadet's status at the Charter School to any other school district or school to which the cadet seeks enrollment;
- The opportunity for the cadet and/or the cadet's parent/guardian to appear in person and to employ and be represented by legal counsel or a non-attorney advocate;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question all witnesses who testify at the hearing;
- The opportunity to question all evidence presented and to present oral and documentary evidence on the cadet's behalf, including witnesses; and
- The right to request an interpreter.

F.3 Witness Protections

OMI may, upon a finding of good cause, determine that the disclosure of either the identity of a witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Discipline Board. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the cadet.

F.4 Special Considerations for Sexual Assault or Battery Cases

Where the proposed expulsion arises from an alleged sexual assault or sexual battery:

- The complaining witness shall be provided a copy of the applicable disciplinary rules and advised of the right to (1) receive five (5) days' notice of the witness's scheduled testimony, (2) have up to two (2) adult support persons of the witness's choosing, which may include a parent, guardian, or legal counsel, present at the time the witness testifies, and (3) elect to have the hearing closed while testifying.
- OMI shall provide the complaining witness a room separate from the hearing room for the witness's use prior to and during breaks in testimony.

- At the discretion of the Discipline Board, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the witness may leave the hearing room; the Discipline Board may arrange seating to facilitate a less intimidating environment for the witness; and the Discipline Board may limit the taking of the witness's testimony to the hours the witness is normally in school, absent good cause to take testimony during other hours.
- Prior to the complaining witness testifying, support persons shall be admonished that the hearing is confidential; the presiding officer may remove a support person who disrupts the hearing or who prompts, sways, or influences the witness, and may permit one support person to accompany the complaining witness to the witness stand. If a support person is also a witness, OMI must present evidence that the support person's presence is both desired by the complaining witness and helpful to OMI, and the support person's testimony shall be presented before that of the complaining witness, who shall be excluded from the hearing room during that testimony.
- If the hearing is to be conducted publicly at the request of the cadet subject to expulsion, the complaining witness shall have the right to have the witness's testimony heard in closed session when testifying publicly would threaten serious psychological harm to the witness and no alternative procedures, such as videotaped deposition or contemporaneous examination communicated to the hearing by closed-circuit television, would avoid the threatened harm.
- Evidence of specific instances of a complaining witness's prior sexual conduct is presumed inadmissible and shall not be heard absent a determination that extraordinary circumstances require the evidence to be heard; before any such determination, the witness shall be given notice and an opportunity to oppose the introduction of the evidence, with the right to be represented by a parent, legal counsel, or other support person in the admissibility hearing. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

F.5 Record of Hearing and Presentation of Evidence

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Technical rules of evidence do not apply to Discipline Board hearings, but evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Discipline Board to expel must be supported by substantial evidence that the cadet committed an expellable offense, and findings of fact shall be based solely on the evidence presented at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses for whom the Discipline Board determines, pursuant to Section F.3, that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

F.6 Decision and Written Notice of Decision

The decision of the Discipline Board shall be in the form of written findings of fact and a written recommendation to the Superintendent, who makes the final determination regarding the expulsion. If the Discipline Board decides not to recommend expulsion, the cadet shall be immediately returned to the cadet's educational program and may be required to comply with the provisions of strict disciplinary probation.

The Superintendent's final decision shall be made within ten (10) school days following the conclusion of the hearing. In accordance with OMI policy modeled on Education Code section 48917, the Superintendent may also determine to suspend the enforcement of an expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the cadet to the cadet's educational program at OMI under probationary status and a rehabilitation plan. The Superintendent may revoke the suspension of an expulsion order if the cadet commits any of the offenses enumerated in Section D or violates OMI's rules and regulations governing cadet conduct; if the Superintendent revokes the suspension of an expulsion order, the cadet may be expelled under the terms of the original expulsion order. Upon the cadet's satisfactory completion of the probationary period, the Superintendent shall reinstate the cadet and the expulsion order shall be set aside.

Following a decision to expel, the Superintendent or designee shall send written notice of the decision to expel, including the Discipline Board's findings of fact, to the cadet or the cadet's parent/guardian and to the Oakland Unified School District. This notice shall also include: (1) notice of the specific offense committed by the cadet; (2) notice of the cadet's or parent/guardian's obligation to inform any new district in which the cadet seeks to enroll of the cadet's status with OMI; and (3) notice of the cadet's right to appeal the decision to the OMI Governing Board as described in Section F.7, including the deadline for filing an appeal. In accordance with Education Code section 47605(e)(3), the Superintendent or designee shall also send a copy of the written notice of the decision to expel to the cadet's district of residence within thirty (30) calendar days, which shall include the cadet's name and the specific expellable offense committed by the cadet.

F.7 Appeal

An appeal of the Superintendent's decision to expel may be made in writing to the Superintendent within ten (10) school days of the decision, and will be heard at the next scheduled meeting of the OMI Governing Board. The scope of the Governing Board's review is limited to the following questions:

1. Whether OMI acted without or in excess of its jurisdiction;
2. Whether there was a fair hearing;
3. Whether there was a prejudicial abuse of discretion in the hearing; and
4. Whether there is relevant and material evidence that, in the exercise of reasonable diligence, could not have been produced, or was improperly excluded, at the hearing.

The cadet shall be considered expelled and shall not be permitted to return to OMI during the appeal process. The Governing Board's decision on appeal is final; the cadet has no additional right of appeal from expulsion from OMI beyond the Governing Board.

G. Students with Disabilities: Additional Procedural Protections

G.1 Notification of SELPA

OMI shall immediately notify its SELPA of, and coordinate the procedures in this policy with the SELPA regarding, the discipline of any cadet with a disability or any cadet whom OMI or the SELPA would be deemed to have knowledge had a disability.

G.2 Services During Removals Exceeding Ten School Days

A cadet with a disability who is suspended or removed for more than ten (10) school days in a school year shall continue to receive services so as to enable the cadet to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement to be reflected in the cadet's IEP), and to progress toward meeting the goals set out in the cadet's IEP or Section 504 plan; and shall receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting ("IAES").

G.3 Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a cadet with a disability because of a violation of a code of student conduct, OMI, the parent, and relevant members of the IEP/504 team shall review all relevant information in the cadet's file, including the IEP or 504 plan, teacher observations, and relevant information provided by the parents, to determine: (a) whether the conduct was caused by, or had a direct and substantial relationship to, the cadet's disability; or (b) whether the conduct was the direct result of OMI's failure to implement the IEP or 504 plan. If either is applicable, the conduct shall be determined to be a manifestation of the cadet's disability.

If the conduct was a manifestation of the cadet's disability, the IEP/504 team shall: (a) conduct an FBA and implement a behavioral intervention plan ("BIP"), if OMI had not conducted such an assessment before the behavior that resulted in the change in placement; (b) if a BIP already exists, review and modify it as necessary to address the behavior; and (c) return the cadet to the placement from which the cadet was removed, unless the parent and OMI agree to a change of placement as part of the modification of the BIP.

If the conduct was not a manifestation of the cadet's disability and was not the direct result of a failure to implement the IEP or 504 plan, OMI may apply the relevant disciplinary procedures in the same manner and for the same duration as they would be applied to cadets without disabilities, subject to Section G.2. Relevant members of the IEP/504 team participate in any expulsion hearing involving a cadet with a disability.

G.4 Due Process Appeals

In accordance with 20 U.S.C. section 1415(k)(3), a parent who disagrees with any decision regarding placement or the manifestation determination, or OMI, if it believes that maintaining the current placement is substantially likely to result in injury to the cadet or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of

Administrative Hearings or by utilizing the dispute provisions of OMI's Section 504 policies and procedures. When such an appeal has been requested, the cadet shall remain in the IAES pending the hearing officer's decision, in accordance with state and federal law, including 20 U.S.C. section 1415(k), until expiration of the forty-five (45) school day IAES period, unless the parent and OMI agree otherwise. In such an appeal, the hearing officer may (1) return the cadet to the placement from which the cadet was removed, or (2) order a change of placement to an appropriate IAES for not more than forty-five (45) school days if maintaining the current placement is substantially likely to result in injury to the cadet or to others.

G.5 Special Circumstances (Weapons, Drugs, Serious Bodily Injury)

OMI personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a cadet with a disability who violates a code of student conduct. The Commandant, Dean, or designee may remove a cadet with a disability to an IAES for not more than forty-five (45) school days, without regard to whether the behavior is a manifestation of the cadet's disability, where the cadet, while at school, on school premises, or at a school function: (a) carries or possesses a weapon, as defined in 18 U.S.C. section 930; (b) knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance; or (c) has inflicted serious bodily injury upon a person, as defined by 20 U.S.C. section 1415(k)(7)(D). The cadet's IAES shall be determined by the cadet's IEP/504 team.

G.6 Cadets Not Yet Eligible for Special Education Services

A cadet who has not been identified as an individual with disabilities pursuant to the IDEA and who has violated OMI's disciplinary procedures may assert the procedural safeguards described in this Section G only if OMI had knowledge that the cadet was disabled before the behavior occurred. OMI is deemed to have such knowledge if: (a) the parent/guardian expressed concern in writing (or orally, if the parent/guardian cannot write or has a disability preventing a written statement) to OMI supervisory or administrative personnel or to one of the cadet's teachers that the cadet needs special education or related services; (b) the parent requested an evaluation of the cadet; or (c) the cadet's teacher or other OMI personnel expressed specific concerns about a pattern of behavior demonstrated by the cadet directly to the Special Education Coordinator or other OMI supervisory personnel.

If OMI knew or should have known of the disability under any of these circumstances, the cadet may assert any of the protections available to IDEA-eligible children with disabilities, including the right to remain in the current educational setting. If OMI had no basis of knowledge of the disability, it shall proceed with the proposed discipline; OMI shall conduct an expedited evaluation if requested by the parents, but the cadet shall remain in the placement determined by OMI pending the results. OMI shall not be deemed to have knowledge of a disability if the parent has not allowed an evaluation or has refused services, or if the cadet was evaluated and determined not to be eligible.

H. Dismissal for Failure to Maintain Military Department Standards of Conduct

As a school operating in partnership with the California National Guard, OMI may dismiss cadets for failure to maintain the minimum standards of conduct required by the California Military Department, pursuant to Education Code section 47605(e)(5). These standards are included as an appendix to this charter, and OMI is responsible for providing the current Military Department standards of conduct to the OUSD Office of Charter Schools within thirty (30) school days of any amendment by the California Military Department. Conduct addressed through this process includes continued failure to comply with the military requirements of the Charter School, such as repeated failure to wear the proper uniform, refusal to comply with established grooming standards, failure to display military courtesy, or failure to achieve the minimum requirements for promotion from "pledge" to cadet during the first semester of enrollment, as described in Section D.1.

Consistent with Education Code section 47605(c)(5)(l)(iii), as re-lettered, a cadet subject to dismissal for failure to maintain the minimum standards of conduct required by the Military Department shall be accorded the same due process rights as are accorded to a cadet subject to expulsion under Sections E and F of this Element, including written notice, the Discipline Board hearing, the decision and notice requirements, and the appeal rights described above. However, the dismissal process for a cadet dismissed solely for failure to maintain the minimum standards of conduct required by the Military Department shall not be considered an "expulsion" as that term is defined in Education Code section 48925 or for any other purpose under the law. A cadet dismissed on this ground shall be disenrolled following completion of the required hearing and decision procedures under this Element.

I. Interim Placement, Rehabilitation Plans, and Readmission

I.1 Alternative Education for Expelled Cadets

All expelled cadets shall be referred to alternative education programs, and OMI will provide families with information about available alternatives, including OUSD district schools and county programs. OMI will support continuity of educational services for any expelled cadet during the transition to an alternative placement.

I.2 Rehabilitation Plans

A cadet who is expelled shall be given a rehabilitation plan upon expulsion, developed by the Superintendent at the time of the expulsion order. The rehabilitation plan may include, but is not limited to, periodic review, as well as assessment at the time of review, for readmission. The rehabilitation plan shall include a date, not later than one (1) year from the date of expulsion, when the cadet may reapply to OMI for readmission.

I.3 Readmission

The decision to readmit a cadet, or to admit a cadet previously expelled from another school district or charter school, shall be at the sole discretion of the Superintendent, following a meeting attended by the Commandant or designee, the cadet, and the cadet's parent/guardian or representative. The purpose of the meeting is to determine whether the cadet has successfully completed the rehabilitation plan and whether the cadet poses a threat to others or would be disruptive to the school environment. The Commandant shall make a recommendation

to the Superintendent following the meeting. The cadet's readmission is also contingent upon OMI's capacity at the time the cadet seeks readmission.

J. Involuntary Removal

No cadet shall be involuntarily removed from OMI, that is, disenrolled, dismissed, transferred, or terminated, for any reason except through the procedures set forth in this Element, and in full accordance with the notice, hearing, and continued-enrollment protections stated in the District Required Language above. Voluntary withdrawal initiated by a cadet's parent, guardian, or educational rights holder is not an involuntary removal.

In addition, consistent with Education Code section 47605(c)(5)(l)(iii) and (iv), as amended and re-lettered by Assembly Bill 126 (Stats. 2026, ch. 65): the written notice of intent to involuntarily remove a cadet shall, in the case of a foster child or youth, also be provided to the foster child's attorney and county social worker, and, in the case of an Indian child as defined in Welfare and Institutions Code section 224.1, to the Indian child's tribal social worker and, if applicable, county social worker. A foster child's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker, shall have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

K. Disciplinary Records and Notifications

OMI shall maintain records of all cadet suspensions and expulsions, and such records shall be made available to the Oakland Unified School District upon request. OMI documents each disciplinary action, including the offense, the process provided, and the outcome, consistent with the documentation obligations incorporated into this charter.

As adopted in OMI policy modeled on Education Code section 49079, OMI will notify a cadet's teachers when the cadet has engaged in, or is reasonably suspected to have engaged in, any of the acts enumerated in Section D (other than tobacco possession or use), based on records OMI maintains or receives from a law enforcement agency; teachers receiving such information shall keep it confidential and shall not further disseminate it.

All discipline notices to families are provided in the family's primary language or with appropriate language assistance, consistent with Education Code section 48985 as adopted in OMI policy. Notification to the cadet's district of residence upon expulsion is provided as described in Section F.6.

L. No Corporal Punishment

Consistent with Education Code section 49001, as adopted in OMI policy, corporal punishment shall not be used as a disciplinary measure against any cadet. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a cadet. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, cadets, staff, or other persons, or to prevent damage to school property.

M. Policy Distribution and Annual Review

OMI's suspension and expulsion policy is reviewed periodically by the Governing Board for consistency with current law, including periodic review and, as necessary, modification of the lists of offenses for which cadets are subject to suspension or expulsion, and any revisions are adopted at a public board meeting and communicated to cadets and families at the start of each school year. Administrators and staff with disciplinary responsibilities receive training on suspension and expulsion procedures and due process requirements. This system has produced a 76 percent reduction in OMI's overall suspension rate, from 8.32 percent in 2021-22 to 2.00 percent in 2024-25, with zero expulsions in all four years.

Element 10 (Employee Retirement Systems)

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.", Ed. Code § 47605(c)(5)(J)

A. Retirement System Coverage

All employees of OMI are covered by the California State Teachers' Retirement System ("CalSTRS"), the California Public Employees' Retirement System ("CalPERS"), or federal Social Security, according to each employee's classification, assignment, and hours worked.

Certificated employees, including credentialed teachers, special education teachers, instructional coaches, and credentialed administrators, who work more than 50 percent of a full-time equivalent position are enrolled in the CalSTRS Defined Benefit Program pursuant to Education Code sections 22501 and 47611. Enrollment occurs at the time of hire and is mandatory for eligible certificated staff. Any certificated employee who already holds a CalSTRS account participates in CalSTRS regardless of hours worked, and substitute teachers are enrolled when their service exceeds the applicable statutory threshold.

Classified (non-certificated) employees who meet the eligibility threshold are enrolled in CalPERS pursuant to Government Code sections 20281 and 20305, under the classic or PEPPA membership tier applicable to each employee's hire date and prior membership history. All employees, with the exception of CalSTRS participants, participate in the federal Social Security program: employees who are not required to participate in CalSTRS or CalPERS, including part-time employees below the CalPERS eligibility threshold, are covered by federal Social Security as required by federal law, and CalPERS-covered classified employees also participate in Social Security.

Staff may also have access to other school-sponsored retirement plans, according to policies developed by the Board, according to policies developed by the Board and adopted as OMI's employee policies.

B. Contributions, Reporting, and Oversight

Responsibility for making all required employer contributions rests with OMI, at the rates set annually by CalSTRS, CalPERS, and federal law. OMI enrolls eligible employees in the appropriate system at the time of hire, withholds and remits all required employee contributions, and makes all required employer contributions on the schedules required by each system. OMI reports and remits retirement contributions in accordance with each system's requirements. Retirement system contributions and compliance are reviewed as part of OMI's annual independent audit, and no retirement-system findings, deficiencies, or exceptions have been identified in any of OMI's consecutive clean audits. The Superintendent, supported by the Business and Human Resources Managers and the back-office financial services provider, is responsible, under direction from the Governing Board, for ensuring that appropriate arrangements for retirement coverage are made for all OMI employees, including enrollment of each eligible employee in the appropriate system at hire and timely remittance of all employee and employer contributions.

C. State Active Duty Cadre

OMI's military model is supported through a cooperative agreement with the California Military Department, under which the Department assigns State Active Duty ("SAD") cadre to support OMI's cadet leadership, military science, supervision, safety, and school-culture functions. OMI does not employ federal Junior Reserve Officers' Training Corps instructors and does not operate a federal JROTC program. SAD cadre are employees of the California Military Department, not of OMI; their retirement coverage is provided through CalPERS under the California state military personnel system, and their contributions, eligibility, vesting, and related personnel administration are governed through the California Military Department and CalPERS framework. OMI has no retirement obligation for SAD cadre. Retired military personnel, credentialed former military instructors, and other military-affiliated staff whom OMI employs directly are covered by CalSTRS, CalPERS, or Social Security in accordance with their OMI employment classification, as described in Section A.

Element 11 (Pupil Attendance Alternatives)

"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." -- Ed. Code § 47605(c)(5)(K)

Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the District.

OMI is a school of choice. No pupil is required to attend OMI, and attendance is voluntary. The public school attendance alternatives available to a pupil who chooses not to attend OMI are those available in the pupil's district of residence, together with any intra- and inter-district transfer options available under the enrollment and transfer policies of the district of residence. Information regarding available OUSD schools, programs, and enrollment procedures is available from the OUSD enrollment office. OMI staff assist any family seeking information about attendance alternatives by directing the family to the OUSD enrollment office or, for families residing outside OUSD, to the enrollment office of the family's district of residence.

OMI provides written notice of these attendance alternatives, and of the fact that enrollment at OMI confers no right to admission at any other school or program, to the parents and guardians of enrolled and applying pupils annually: upon enrollment, in OMI's enrollment and re-enrollment materials, and in the Cadet/Parent Handbook distributed at the start of each school year. The notice is provided in English and Spanish, with translation support available for other languages.

Element 12 (Employee Rights of Return)

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." -- Ed. Code § 47605(c)(5)(L)

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically and explicitly granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School, if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

No employee of the District or of any other school district is required to work at OMI. All employees of OMI are employees of OMI, not of the District. OMI is the exclusive public employer of its employees for purposes of collective bargaining under the Educational Employment Relations Act, and all terms and conditions of employment at OMI are established by OMI in accordance with its own policies and applicable law, as described in Element 5. OMI sets its own compensation, benefits, and working conditions through Board-adopted policies and employment agreements, and former District employees who join OMI are treated as new employees of OMI for purposes of seniority, salary placement, and benefit accrual, except as otherwise agreed in writing. Upon request, OMI will cooperate with District Human Resources to verify employment history for the District's administration of any leave of absence the District has granted to a former District employee.

Sick leave, vacation leave, years of service, and other accrued leave or service credit earned at the District or any other school district or employer do not automatically transfer to OMI. OMI may, in its discretion and by written agreement with an individual employee at or after hire, agree to credit the employee with some or all of the employee's accrued sick leave, vacation leave, or years of service earned at a prior employer; any such agreement binds only OMI. Leave or service credit earned at OMI does not transfer to the District or any other employer, and nothing in this charter requires, or may be construed to require, the District or any other entity to accept a transfer of leave or service credit earned at OMI. Accrued sick leave has no cash value and is not paid out upon separation from OMI, absent a written agreement to the contrary.

Employment at OMI confers no right to employment at any other entity, including in the event of the closure of OMI.

The manner in which OMI staff members are covered by the State Teachers' Retirement System, the Public Employees' Retirement System, and federal social security is described in Element 10 (Employee Retirement Systems).

Element 13 (Dispute Resolution)

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." -- Ed. Code § 47605(c)(5)(M)

Procedures for Complaints against Charter School

Charter School will establish complaint procedures as required by 5 CCR §4600 *et seq.* The complaint procedures shall address both complaints against the Charter School alleging discrimination or violations of law and complaints regarding other areas. Charter School will ensure that its complaint processes are fair and accessible for families. Charter School will not, at any time, refer such complaints to the District for handling.

The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral ombudsperson for situations in which the school leader is the subject person of the complaint or the ombudsperson has a perceived bias. If the complainant requests an alternate ombudsperson, Charter School shall have a procedure for reviewing the request and responding to the complainant with the findings of the review, and either (a) identifying an alternate ombudsperson, or (b) providing a rationale for why an alternate ombudsperson is not necessary. The complaint procedures will be clearly articulated in the school's student and family handbook or distributed widely.

Charter School will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

Charter School will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the

educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

Complaints by Students and Employees

Charter School will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

Disputes between the District and the Charter School

The staff and Governing Board members of Charter School agree to attempt to resolve all disputes between the District and Charter School regarding this Charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the Charter between the District and Charter School, except any controversy or claim that in any way related to revocation of this Charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of the Charter, must be put in writing ("Written Notification") by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(f), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Oakland Military Institute College Preparatory Academy, c/o Superintendent:

Oakland Military Institute College Preparatory Academy

3877 Lusk Street

Oakland, CA 94608

To Director, Office of Charter Schools:

1011 Union Street #947

Oakland, CA 94607

(2) A written response ("Written Response") shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party's position on all issues stated in the

Written Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, mail, or electronic mail.

The parties agree to schedule a conference to discuss the claim or controversy ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association ("AAA") to have an arbitrator appointed.

(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

OMI will implement the DRL above as written. This element distinguishes between two categories of disputes: (1) complaints and disputes internal to OMI, including complaints against OMI by students, families, employees, and community members, which are resolved through OMI's own complaint procedures and are never referred to the District for handling; and (2) disputes between OMI and the District relating to provisions of the Charter, which are resolved through the four-step process set forth in the DRL.

A. Complaints Against OMI: Uniform Complaint Procedures

OMI has adopted and maintains the Uniform Complaint Procedures ("UCP") required by the DRL above; the provisions below describe how the UCP is implemented.

OMI's complaint procedures state the response timeline and provide that OMI's response, including the final decision, will be in writing. Under the direction of the Governing Board, the Superintendent or designee is responsible for investigation, remediation, and follow-up on matters submitted through the UCP. The procedures identify an impartial and neutral ombudsperson for situations in which the Superintendent is the subject of the complaint or the ombudsperson has a perceived bias. OMI designates one or more compliance officers responsible for receiving and investigating UCP complaints and ensuring OMI's compliance with law.

The complaint procedures, including complaint forms, are clearly articulated in the Cadet/Parent Handbook and the Employee Handbook, are posted on the OMI website, and are otherwise distributed widely. The Uniform Complaint Policy is attached in Appendix [X], and the Cadet/Parent Handbook is attached in Appendix [X]. OMI disseminates its annual UCP notice to students, employees, parents and guardians, advisory committees, and other interested parties as required by title 5, California Code of Regulations, section 4622, in English and, where required, in the primary language of recipients. OMI will maintain a log of UCP complaints and their resolution and makes it available to the District upon request.

B. Title IX and Section 504 Coordinators and Grievance Procedures

OMI's designated Title IX and Section 504 coordinator is published in OMI's family handbook and on OMI's website.

C. Disputes Between OMI and the District

The staff and Governing Board members of OMI agree to attempt to resolve all disputes between the District and OMI regarding the Charter pursuant to the DRL.

D. Internal Disputes

Disputes and complaints internal to OMI, including disputes among and between students, parents and guardians, staff, volunteers, advisors, partner organizations, and Board members regarding OMI's operations, are resolved through OMI's UCP and other internal policies adopted by the OMI Board of Directors and published in the Cadet/Parent Handbook and Employee Handbook. The District is not required to intervene in disputes internal to OMI; the District may refer to OMI any complaint it receives that does not relate to a possible violation of the Charter or law, and OMI will resolve any referred complaint in keeping with its published policies. For disputes between OMI and the District relating to provisions of the Charter, the DRL set forth above controls.

Element 14 (Closure Procedures)

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." -- Ed. Code § 47605(c)(5)(N)

The Charter School shall follow the procedures for closure outlined in the Oakland Unified School District Office of Charter Schools Charter School Closure Checklist available on the OCS website.

Closure Action

The decision to close Charter School must be documented in a "Closure Action." A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(h)) or non-renewed by the OUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of Charter School votes to close Charter School; the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least half of an academic year.

Closure Procedures

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on "Charter School Closure - Requirements and Recommendations" posted on the California Department of Education website. All references to "Charter School" apply to Charter School, including its nonprofit corporation and governing board.

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the OUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The OUSD Office of Charter Schools (OCS). Charter School shall provide OCS with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.

2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to OCS.
3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to OCS.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to OCS.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and ACOE of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to OCS.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to OCS.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to OCS.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to OCS.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to OCS.

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to OCS in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be submitted to OCS in accordance with District procedures.
4. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

5. Charter School must provide to OCS the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to OCS and the designee a spreadsheet of personnel records of all active and inactive employees, that includes dates of employment, role, salary, and any other information necessary for employment verification. Both Charter School and the designee, individually and separately, shall inform OCS immediately upon the transfer of Charter School's employee records to the designee.
6. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

After receiving notification of closure, the CDE may notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of Local Control Funding Formula and select apportionments, start up grants, or other liabilities. The CDE may ask the County Office of Education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final "closeout audit" within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not OUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds or other special education funding will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budget
2. Local control and accountability plan and annual updates
3. Interim financial reports
4. Second interim financial reports
5. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit shall identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.
5. The submission of an inventory of equipment log in coordination with the charter school's independent auditor about the proper procedures for liquidating the assets, consistent with federal regulations. The inventory log shall include:
 - a. Name and contact of person(s) handling the liquidation;
 - b. Each item in excess of \$500 (computers, laptops, printers, and other equipment);

- c. An identification number that corresponds to a tag on that item;
- d. The cost of the item and whom/where/date of the item that was donated/sold.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide OUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

1. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
2. Make final federal tax payments (employee taxes, etc.)
3. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including, but not limited to, final tax returns and forms (e.g. Form 990 and related Schedules).

This Element 15 shall survive the revocation, nonrenewal, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

OMI adopts the DRL above as its closure procedures and will implement it as written, including the OUSD Charter School Closure Checklist.

Closure Action and designation of the closure administrator. A Closure Action is deemed taken upon any of the events identified in the DRL. Prior to or at the time of any Closure Action, the OMI Board of Directors will adopt a resolution designating the Superintendent, or if the Superintendent is unavailable another person identified by Board resolution, as the person responsible for conducting and overseeing all closure-related procedures and activities, and identifying the funding allocated for those activities. The Board will allocate sufficient funding for

closure activities (wind-down staffing, the closeout audit, notifications, and records preparation and transfer) from reserves or other available unrestricted funds, with closure costs reflected in OMI's final operating budget.

ADDITIONAL PROVISIONS

Insurance

Commercial General Liability Insurance: Charter School shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the start of a new charter term, if approved. Evidence of insurance shall be attached to this document as Exhibit B. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Charter School. The policy shall protect Charter School and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

Workers' Compensation Insurance: Charter School shall procure and maintain, at all times during the term of the charter, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

Facilities

Prior to occupancy or use of any school site or facility other than a District facility under Education Code 47614 ("Proposition 39"), or Facility Use Agreement in-lieu of Proposition 39, Charter School shall provide OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Prior to occupancy or use of any school site or facility, Charter School shall provide documentation to OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located. This requirement shall also apply, upon request by the District, to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to OCS upon request.

All facilities the Charter School shall occupy are listed as follows:

Facility Address	Maximum Capacity
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3877 Lusk Street, Oakland, CA 94608 (primary campus)	[Confirm per Certificate of Occupancy]
880 39th Street, Building B, Oakland, CA 94608 (secondary campus)	[Confirm per Certificate of Occupancy]

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

Hold Harmless/Indemnification Provision

Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities including but not limited to attorneys' fees that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. Moreover, Charter School agrees to indemnify, defend, and hold harmless OUSD and the OUSD Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

Fiscal Matters

District Oversight Costs

The District may charge for the actual costs of supervisory oversight of Charter School not to exceed 1% of the Charter School's revenue, or the District may charge for the actual costs of supervisory oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including, but not limited to, licensing and permit requirements as well as requirements related to protection of health and safety. Charter School shall notify all parties with whom it enters into a contract that the District

is a separately legal entity and is not responsible for performing any of the Charter School's obligations under the contract, including payment for services.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

The Charter School's financial statements, proposed budgets, projections, expenditures, and cashflow shall include the Charter School's anticipated expenditures for special education services, including any projected funding received for special education services, the average cost per pupil of providing special education services, and the extent to which the Charter School projects that it will have to incur special education expenditures from its unrestricted general fund revenues. If the Charter School does not belong to a SELPA as an LEA, it must also provide its projected equitable contribution to Districtwide special education costs.

Audit and Inspection of Records

The District hereby reserves the right, pursuant to its oversight responsibility, and Education Code section 47604.3, to audit Charter School's books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of school financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 business days' notice to Charter

School. In extreme circumstances when 30 business days' notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours' notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools.

Data and Information Reporting

Charter School shall provide the following data elements to OCS, according to a data reporting calendar that will be published by OCS prior to September 1 of each school year:

- Fall Census Day enrollment spreadsheet
- Reports required by Education Code section 47604.33: preliminary budget; local control and accountability plan and update; first interim financial report; second interim financial report; final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports: annual independent audit report (Ed. Code § 47605(m)); Independent Auditor Selection Form (Ed. Code § 41020(f)(1)); 20 day attendance report (Ed. Code § 47652(a)); monthly attendance reports; Principal Apportionment Data (P1, P2, and P-Annual); monthly student exit reports (Ed. Code § 47605(e)(3))
- Information/documentation related to Charter School's facilities, SELPA, student/family handbook, and governing board (including membership, bylaws, and specified policies)
- Any other reports and data as requested.

Additionally, Charter School shall notify OCS in writing and update in Epicenter or online reporting platform within five business days of all changes to leadership at the Charter School, the Charter Management Organization, and the governing board.

Coversheet

Excess Property Disposition - Van Sale Request

Section: VI. Items
Item: H. Excess Property Disposition - Van Sale Request
Purpose: Vote
Submitted by: CMSgt (CA) Thomas James
Related Material: OMI_Van_Disposition_Memo_20260819.pdf

BACKGROUND:

Move to approve the disposition of the two identified 2016 Ford Transit passenger vans as excess property and authorize the Superintendent or Chief Business Officer to complete their competitive sale in a manner designed to maximize net proceeds to Oakland Military Institute.

RECOMMENDATION:

It is the recommendation of the superintendent and staff that the Board authorize the Commandant and business office to move forward on the sale of the old fleet to make room for the new van fleet funded by the Career Technical Education Incentive Grant.



MILITARY DEPARTMENT
OFFICE OF THE ADJUTANT GENERAL
 10601 Bear Hollow Drive
 Rancho Cordova, California 95670-6350

NGCA-YCP-OMI

19 August 2026

MEMORANDUM FOR Board of Directors, Oakland Military Institute College Preparatory Academy

SUBJECT: Authorization to Dispose of Two Excess 2016 Ford Transit Passenger Vans

1. **PURPOSE.** This memorandum requests Board authorization to dispose of two OMI-owned 2016 Ford Transit passenger vans through a competitive public-surplus or commercial fleet remarketing process.

2. **BACKGROUND.**

a. As part of OMI's vehicle fleet replacement program, three 2016 Ford Transit passenger vans were reviewed for continued service. Two vehicles have been identified for disposition; the third will remain in service. The two vehicles proposed for sale have preliminary planning values totaling approximately \$19,000 - \$25,000.

b. The vehicles proposed for disposition are:

Vehicle	VIN	Estimated Value	Status
2016 Ford Transit	1FMZK1YMXGKB32840	\$11,000 - \$14,000	Proposed for sale
2016 Ford Transit	1FMZK1YM3GKB32839	\$8,000 - \$11,000	Proposed for sale

c. Prior to sale, OMI will verify title and registration status, document mileage and vehicle condition, remove all school and California Military Department markings and equipment, assemble available maintenance records, and complete other necessary pre-sale preparation.

3. **DISPOSITION METHOD.**

a. The Business Office will solicit competitive remarketing proposals and evaluate providers based primarily on expected net proceeds to OMI, including commissions, fees, transportation costs, title processing, reserve-price capability, and estimated time to sale. Potential channels include GovDeals, Public Surplus, Manheim San Francisco Bay, and other established fleet-auction providers.

b. The two vehicles will be offered individually rather than as a single lot to maximize buyer exposure and establish a defensible market-price result.

4. **FISCAL IMPACT.** The disposition is expected to generate approximately \$19,000 - \$25,000 in gross proceeds, subject to actual market conditions and transaction costs. Sale

NGCA-YCP-OMI

SUBJECT: Authorization to Dispose of Two Excess 2016 Ford Transit Passenger Vans

of the vehicles will also eliminate future registration, insurance, maintenance, repair, and administrative costs associated with retaining the units.

5. RECOMMENDED ACTION. Approve the disposition and sale of the two identified 2016 Ford Transit passenger vans and authorize the Superintendent or Chief Business Officer to select the remarketing provider offering the best overall value to OMI, establish reasonable sale terms or reserve prices, execute required title and transfer documents, and deposit all net proceeds into the appropriate OMI account.

6. RECOMMENDED MOTION. **“Move to approve the disposition of the two identified 2016 Ford Transit passenger vans as excess property and authorize the Superintendent or Chief Business Officer to complete their competitive sale in a manner designed to maximize net proceeds to Oakland Military Institute.”**

7. Any questions regarding this memorandum can be directed to the undersigned at 510-775-5732 or tjames@omicademy.org.



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