Oakland Military Institute Board Packet

May 21, 2020
Regular Board Meeting
A. Public Notice

MODIFIED MEETING PROCEDURES DURING COVID-19 (CORONAVIRUS) PANDEMIC: As per Executive Order N-29-20 from Governor Newsom, Oakland Military Institute’s Board Meetings will move to a virtual/teleconferencing environment using Zoom. The purpose of the Governor’s executive order is to control the spread of Coronavirus (COVID-19) and to reduce and minimize the risk of infection by “limiting attendance at public assemblies, conferences, or other mass events.” The intent is not to limit public participation, but rather to protect public health by following the Governor’s Stay at Home executive order and the Alameda County’s Shelter in Place order.

B. Call 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 3:00 PM, or as soon thereafter as possible.

C. Roll Call

D. Public Comment

INVITATION TO ADDRESS THE BOARD: Non-agenda and Closed Session items.
Summary: Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference and/or telephone call on Zoom. A quorum of the board will be participating by videoconference or telephone call in accordance with Executive Order N-29-20. To address the Board, members of the public must access the meeting via Zoom (refer to instructions above under Location). Those requesting to address the Board will have a total of two (2) minutes. If anyone has any questions or concerns please contact the Administrative Assistant Ms. Kristie Briseno at kbriseno@omiacademy.org.

E. Ordering of the Agenda

F. Approval of Consent Items
   1. Minutes of April 13, 2020 Special Meeting

G. Superintendent Update
   1. Intervention Programs
   2. High School Schedule
   3. Summer Program/Summer Camp/Student Orientation
   4. Virtual Town Hall Meeting on May 29 at 3:00 pm
   5. Mission Statement Revision

H. Information/Discussion Items
   1. 2020-2021 Budget Overview with State of California May Budget Revisions
      a. Special Education Budget
      b. 2020-2021 OMI Staffing
   2. Financial Operations Transition
   3. Draft Employee Handbook

I. Action Items
   1. Personnel Actions
   2. Teacher Salary Schedule (revised)

J. Board Member Comments

K. Adjournment of the Meeting
Consent Item F.1
Minutes of April 13, 2020 Special Board Meeting

**Background:** The Oakland Military Institute (OMI) College Preparatory Academy held a Special Board Meeting on April 13, 2020.

**Recommendation:** The OMI Board of Directors approve the attached minutes for the Special Board Meeting held April 13, 2020.
Minutes of April 13, 2020, Special Board Meeting

Date of Meeting: April 13, 2020
Start time: 12:11 PM
Location: 3877 Lusk St Oakland, CA 94608
End time: 1:16 PM
Facilitator: Board Chairman Jerry Brown
Minute taker: Administrative Assist. Kristie Briseño

1. Attendance

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting was conducted by videoconference and/or telephone call on Zoom.

There was a total of 21 participants including Board Members, Staff, Public, and Cadets.

2. Agenda, Decisions, Issues

<table>
<thead>
<tr>
<th>Topic/ Discussion notes</th>
<th>Discussion led by</th>
</tr>
</thead>
<tbody>
<tr>
<td>○ B. Call to Order</td>
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<td>Meeting called to order by Governor Jerry Brown at 12:11 PM.</td>
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<td>○ C. Roll Call</td>
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<tr>
<td>Present ✓ Jerry Brown</td>
<td>Present ✓ David Clisham</td>
</tr>
<tr>
<td>Present ✓ Jody Breckenridge</td>
<td>Apologies David Baldwin</td>
</tr>
<tr>
<td>Present ✓ James Gabrielli</td>
<td>Apologies Giselle Hendrie</td>
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<td>Present ✓ Joe Wire</td>
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<td>○ D. Public Comment</td>
<td></td>
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<tr>
<td>Discussion/Issues:</td>
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<tr>
<td>○ Maryann Michalowski addressed the Board to request the chat feature on Zoom.</td>
<td>Kristie Briseño Public</td>
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<td>○ E. Ordering of the Agenda</td>
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<tr>
<td>A Revision/ Adoption/ Ordering of Agenda: Motion to approve Wire Second: Breckenridge. Vote unanimous.</td>
<td>Jerry Brown Joe Wire Jody Breckenridge</td>
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<tr>
<td>○ F. Approval of Consent Items</td>
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<td>Discussion/Issues:</td>
<td></td>
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<tr>
<td>○ Approval of the April 2, 2020 Minutes. The Board postponed the approval of the Board Minutes for the next Board Meeting. Board Members requested four items be added to the “Follow Up Items” section.</td>
<td>Jody Breckenridge</td>
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</table>
## G. Information/Discussion Items

### Discussion/Issues:

- **Overview of Revenue Assumptions for 2020-2021 Budget Development**
  
  Over the next few Board Meetings, OMI Staff will provide the Board more details on the assumptions that go into next school year’s budget. Mr. Bryan Adams presented in detail the state, federal, and local revenue assumptions.

  He also explained the Local Control Funding Formula (LCFF) calculations.

  OMI’s goal of student enrollment on the first day of school is 715 students. OMI is expecting to have 665 students enrolled by the end of the school year, considering the possibility of losing some students throughout the year.

  The Career and Technical Education (CTE) grant was originally set up at OMI with two pathways (Leaders of Character [LOC] and the Music Program).

  Upon further review, the LOC and Music Program were self-sustaining because the instructors were already on site and funded through other sources. As a result, OMI decided to step away from the grant which requires matching funds.

  Gov. Brown asked about the Local Control and Accountability Plan (LCAP) process and shared that in the future Superintendent LTC Stanley Echols will provide a detailed report on an LCAP plan that aligns with school’s goals and is adequate for OMI.

### H. Action Items

### Discussion/Issues:

1. Approve Engagement Proposal from CliftonLarsonAllen (CLA) LLP, Independent Auditors
   
   Motion to approve Breckenridge, Second: Gabrielli. Vote unanimous.

2. Approve Resolution for the Sale of Property at 3911 Lusk St, Oakland, California
   
   Due to COVID-19, things have drastically slowed down in Oakland. Action Item 2 was discussed and tabled.

3. Approve Charter School (CSC) Lending Terms for Cash Flow Purposes

4. Ratify Application for the Paycheck Protection Program (PPP)

Motion to approve Action Items 3 and 4 Wire, Second: Breckenridge. Vote unanimous.

### I. Board Member Comments

### Discussion/Issues:

Ms. Jody Breckenridge addressed Dr. Sun and OMI staff with concerns about academic challenges or additional challenges OMI students might face next school year (specifically the incoming 6th graders). She would like to know if anyone is taking the lead and revising both the middle school and high school structures.

LTC Stanley Echols shared OMI is planning a robust summer school program to ensure students have a smooth transition and that they are provided resources to be successful.

Mr. David Clisham is impressed with how OMI is operating with the pandemic and shelter in place order. He applauds the staff and their detailed reports to the Board.

Mr. Joe Wire suggested future OMI Board Meetings be held late afternoons to accommodate and include OMI’s newest Board Member Ms. Giselle Hendrie.
J. Adjourn to Closed Session
Motion to adjourn meeting by Gabrielli Second: Breckenridge. Vote unanimous.
Meeting adjourned at 1:16 PM April 13, 2020.

Jerry Brown
James Gabrielli
Jody Breckenridge

3. Follow Up Items

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<thead>
<tr>
<th>Item</th>
<th>Responsible</th>
<th>Due Date</th>
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<tr>
<td>Schedule a Special Board Meeting before May 21, 2020</td>
<td>Ms. Kristie Briseño</td>
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<tr>
<td>Host a Town Hall Meeting for the OMI Community</td>
<td>Superintendent LTC Echols</td>
<td>May 21, 2020</td>
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<tr>
<td>May Budget Revisions</td>
<td>CFO Bryan Adams</td>
<td>May 21, 2020</td>
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4. Next Meeting

Date: May 21, 2020  Time: TBD  Location: Via Zoom
Superintendent Update G.1

**Background:** Superintendent Stanley Echols will provide the Oakland Military Institute (OMI) Board an update on the following items:

1. Intervention Programs
2. High School Schedule
3. Summer Program/ Summer Camp/ Student Orientation
4. Virtual Town Hall Meeting on May 22, 2020 at 3:00 PM via Zoom
5. Mission Statement Revision
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**Middle School FTE Breakdown**

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**High School FTE Breakdown**

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SITUATION:
The CADRE team of OMI is requesting any staffing support you may be able to offer for (two), of our 7 - 10-day camps. In total, our staff needs eight additional soldiers for each camp to accomplish our mission effectively. No later than 19 August, we must complete our two summer camps. Summer camps include an Entrance Camp in addition to an Advanced Camp. We are planning multiple courses of action as we anticipate the COVID19 situation to affect school calendaring.

MISSION:

[ENTRANCE CAMP] This is the initial 10-day camp that indoctrinates our students into becoming cadets. The tone of entrance camp is the same as an academy acclimation phase, with a blend of classroom academic challenges. During a given day, CADRE will move from acclimation style structure and discipline to blue-phase mentoring and counseling during academic assignments.

- **EXECUTION:** (ENTRANCE CAMP)
- **Location:** OMI Campus Oakland, California 7 am - 7 pm
- **Lodging:** Provided by OMI at Coast Guard Island or local hotel. See the schedule below.

<table>
<thead>
<tr>
<th>Entrance Camp: 12-day span, 10 days of training</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="schedule.png" alt="Schedule" /></td>
</tr>
</tbody>
</table>

[ADVANCED CAMP] This is a 7-day camp to reinforce high standards of structure and discipline for students who have just graduated middle school. They have been cadets for approximately three years at this time and have developed bad habits. Advanced camp is a daily blend of acclimation style leadership while also providing exposure to motivational activities such as; obstacle courses, LRC, EST shooting ranges, hikes, confidence courses, beach runs, etc.

- **EXECUTION:** (ADVANCED CAMP)
- **Location:** COA1/GYA, COA2/Camp Parks

NOTE:
We are tracking academies have their own COA’s for intake dates as well. In the event an academy conducts, we fully understand we will have to adjust fire.

![Schedule](schedule2.png)

"It is an honor for academies and institutes to work together, cross-pollinating our best practices, every cadet benefits from the tools in the box. We thank you in advance for any and all of your support."
Information and Discussion Item H.1
2020-2021 Budget Overview with State of California May Budget Revisions

**Background:** A draft of the 2020-2021 Oakland Military Institute (OMI) Budget was presented to the Board at its April 2, 2020 and April 13, 2020 meetings. CFO Bryan Adams will be presenting an update of the 2020-2021 draft budget based on the Governor's May Revision proposal issued this week. This report will include an overview of the proposed special education budget and proposed staffing for the 2020-2021 school year.
## Oakland Military Academy
### 2020-21 Budget
#### Summary of 2019-20 and 2020-21
Proposed as of May 21, 2020

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>$7,901,779</td>
<td>$7,757,947</td>
<td>$7,538,224</td>
<td>$6,840,240</td>
</tr>
<tr>
<td>Federal</td>
<td>$516,640</td>
<td>$527,358</td>
<td>$511,945</td>
<td>$718,670</td>
</tr>
<tr>
<td>Local</td>
<td>$1,281,484</td>
<td>$760,875</td>
<td>$654,943</td>
<td>$631,430</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$9,699,902</td>
<td>$9,046,180</td>
<td>$8,705,112</td>
<td>$8,190,340</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 &amp; 2000 Salaries</td>
<td>$6,080,858</td>
<td>$3,488,270</td>
<td>$3,882,058</td>
<td>$3,517,369</td>
</tr>
<tr>
<td>3000 Benefits</td>
<td>$2,315,271</td>
<td>$1,375,671</td>
<td>$1,317,113</td>
<td>$1,173,256</td>
</tr>
<tr>
<td>4000 Books and Supplies</td>
<td>$729,760</td>
<td>$882,942</td>
<td>$677,172</td>
<td>$886,172</td>
</tr>
<tr>
<td>5000 Services and Operating Expenses</td>
<td>$2,473,958</td>
<td>$2,279,173</td>
<td>$1,610,540</td>
<td>$1,518,167</td>
</tr>
<tr>
<td>6000 Depreciation</td>
<td>$546,701</td>
<td>$546,701</td>
<td>$546,701</td>
<td>$546,701</td>
</tr>
<tr>
<td>7000 Interest Expense</td>
<td>$29,544</td>
<td>$29,544</td>
<td>$27,475</td>
<td>$27,475</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$12,176,092</td>
<td>$8,602,302</td>
<td>$8,061,059</td>
<td>$7,669,139</td>
</tr>
<tr>
<td><strong>Surplus / (Deficit)</strong></td>
<td>($2,476,190)</td>
<td>$443,878</td>
<td>$644,053</td>
<td>$521,201</td>
</tr>
<tr>
<td>OMI Employees (excluding SPED):</td>
<td>Headcount</td>
<td>Total Base Salary</td>
<td>Average Base Salary</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------</td>
<td>------------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>Teachers</td>
<td>26.5</td>
<td>$1,906,475</td>
<td>$71,942</td>
<td></td>
</tr>
<tr>
<td>Non-Teaching Staff</td>
<td>15.5</td>
<td>$1,075,634</td>
<td>$69,396</td>
<td></td>
</tr>
<tr>
<td>Total OMI Employees</td>
<td>42</td>
<td>$2,982,109</td>
<td>$71,003</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Guard Staffing (excluding SPED):</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Teachers - Guard</td>
<td>7.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Teaching Staff - Guard</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Guard FTE (excluding SPED)</td>
<td>12.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Staff FTE (excluding SPED)</td>
<td>54.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Education Staffing:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SPED Staffing - OMI Employees</td>
<td>7</td>
<td>$535,260</td>
<td>$76,466</td>
</tr>
<tr>
<td>SPED Staffing - Guard staff</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SPED Total Staffing</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>All Staffing Summary:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>OMI Employees</td>
<td>49.0</td>
<td>$3,517,369</td>
<td>$71,783</td>
</tr>
<tr>
<td>Guard Staff</td>
<td>15.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Staffing</td>
<td>64.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Enrollment Goal

<table>
<thead>
<tr>
<th>Grades</th>
<th>Teachers (incl. Guard)</th>
<th>1st Day Enrollment</th>
<th>Student/Teacher Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>4.33</td>
<td>90</td>
<td>20.8</td>
</tr>
<tr>
<td>7</td>
<td>5.33</td>
<td>120</td>
<td>22.5</td>
</tr>
<tr>
<td>8</td>
<td>5.33</td>
<td>125</td>
<td>23.4</td>
</tr>
<tr>
<td>Middle School Intervention</td>
<td>0.20</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Middle School total</td>
<td>15.20</td>
<td>335</td>
<td>22.0</td>
</tr>
<tr>
<td>High School total</td>
<td>18.50</td>
<td>380</td>
<td>20.5</td>
</tr>
<tr>
<td><strong>Total All Grades</strong></td>
<td><strong>33.70</strong></td>
<td><strong>715</strong></td>
<td><strong>21.2</strong></td>
</tr>
</tbody>
</table>

### Conservative Enrollment

<table>
<thead>
<tr>
<th>Grades</th>
<th>Teachers (incl. Guard)</th>
<th>1st Day Enrollment</th>
<th>Student/Teacher Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>4.33</td>
<td>86</td>
<td>19.8</td>
</tr>
<tr>
<td>7</td>
<td>5.33</td>
<td>112</td>
<td>21.0</td>
</tr>
<tr>
<td>8</td>
<td>5.33</td>
<td>116</td>
<td>21.8</td>
</tr>
<tr>
<td>Middle School Intervention</td>
<td>0.20</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Middle School total</td>
<td>15.20</td>
<td>314</td>
<td>20.7</td>
</tr>
<tr>
<td>High School total</td>
<td>18.50</td>
<td>351</td>
<td>19.0</td>
</tr>
<tr>
<td><strong>Total All Grades</strong></td>
<td><strong>33.70</strong></td>
<td><strong>665</strong></td>
<td><strong>19.7</strong></td>
</tr>
</tbody>
</table>
### Enrollment & ADA - Used for Budgeting Staff Expenditures

- **Proposed as of May 21, 2020**

<table>
<thead>
<tr>
<th>Grade</th>
<th>First Day Enrollment</th>
<th>Average Enrollment</th>
<th>Last Day Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>90.0</td>
<td>87.0</td>
<td>84.0</td>
</tr>
<tr>
<td>7</td>
<td>120.0</td>
<td>116.0</td>
<td>112.0</td>
</tr>
<tr>
<td>8</td>
<td>125.0</td>
<td>121.0</td>
<td>117.0</td>
</tr>
<tr>
<td>9</td>
<td>102.0</td>
<td>98.0</td>
<td>94.0</td>
</tr>
<tr>
<td>10</td>
<td>101.0</td>
<td>97.0</td>
<td>93.0</td>
</tr>
<tr>
<td>11</td>
<td>98.0</td>
<td>95.0</td>
<td>92.0</td>
</tr>
<tr>
<td>12</td>
<td>79.0</td>
<td>76.0</td>
<td>73.0</td>
</tr>
</tbody>
</table>

**Total Enrollment**: 715.0 First Day, 690.0 Average, 665.0 Last Day

**ADA %**: 94.80%

**Average Daily Attendance**: 654.12

---

### Enrollment & ADA - Used for Revenue Calculations

- **Proposed as of May 21, 2020**

<table>
<thead>
<tr>
<th>Grade</th>
<th>First Day Enrollment</th>
<th>Average Enrollment</th>
<th>Last Day Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>86.0</td>
<td>81.0</td>
<td>76.0</td>
</tr>
<tr>
<td>7</td>
<td>112.0</td>
<td>108.0</td>
<td>104.0</td>
</tr>
<tr>
<td>8</td>
<td>116.0</td>
<td>112.0</td>
<td>108.0</td>
</tr>
<tr>
<td>9</td>
<td>94.0</td>
<td>91.0</td>
<td>88.0</td>
</tr>
<tr>
<td>10</td>
<td>93.0</td>
<td>90.0</td>
<td>87.0</td>
</tr>
<tr>
<td>11</td>
<td>91.0</td>
<td>88.0</td>
<td>85.0</td>
</tr>
<tr>
<td>12</td>
<td>73.0</td>
<td>70.0</td>
<td>67.0</td>
</tr>
</tbody>
</table>

**Total Enrollment**: 665.0 First Day, 640.0 Average, 615.0 Last Day

**ADA %**: 94.80%

**Average Daily Attendance**: 606.72
## Oakland Military Institute
### Special Education Budget 2020-21
#### May 21, 2020 Board Report

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPED Revenue</td>
<td>$600,948</td>
</tr>
<tr>
<td>SPED Wages - OMI Employees</td>
<td>-$535,260</td>
</tr>
<tr>
<td>SPED Benefits &amp; Taxes</td>
<td>-$164,104</td>
</tr>
<tr>
<td>SPED Level 3 Tuition, Transportation &amp; Consulting</td>
<td>-$153,171</td>
</tr>
<tr>
<td>SPED Supplies &amp; Assessments</td>
<td>-$10,000</td>
</tr>
<tr>
<td>SPED Deficit (covered by general fund)</td>
<td>-$261,587</td>
</tr>
</tbody>
</table>

**Special Education Metrics:**
- **SPED Headcount - OMI Employees:** 7
- **SPED Wages - OMI Employees:** $535,260
- **Average SPED Wages per FTE:** $76,466

- **SPED Headcount - Guard:** 3
- **Total SPED Headcount (OMI Employees plus Guard):** 10

**Students Receiving Mental Health Services:**
- **Number of Level 2 Students:** 40
- **Number of Level 3 Students:** 1
## Revenue

### State

<table>
<thead>
<tr>
<th>Description</th>
<th>2019-20 2nd Interim</th>
<th>2020-21 2nd Interim</th>
<th>Projection as of 4/2/2020</th>
<th>Latest Projection</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>8011 LCFF; state aid portion</td>
<td>4,287,828</td>
<td>4,115,887</td>
<td>4,042,300</td>
<td>3,638,070</td>
<td>10% Reduction from prior forecast</td>
</tr>
<tr>
<td>8012 LCFF; EPA portion</td>
<td>1,067,275</td>
<td>1,064,694</td>
<td>1,065,028</td>
<td>958,525</td>
<td>10% Reduction from prior forecast</td>
</tr>
<tr>
<td>8096 In-Lieu of Property Taxes, all grades</td>
<td>1,552,193</td>
<td>1,799,804</td>
<td>1,872,516</td>
<td>1,685,264</td>
<td>10% Reduction from prior forecast</td>
</tr>
<tr>
<td>8520 State Child Nutrition program</td>
<td>25,303</td>
<td>25,828</td>
<td>25,828</td>
<td>25,828</td>
<td>same as last year</td>
</tr>
<tr>
<td>8560 Lottery</td>
<td>125,856</td>
<td>125,591</td>
<td>125,591</td>
<td>125,591</td>
<td>same as last year</td>
</tr>
<tr>
<td>8590 SB 740 Rent re-imbursement program</td>
<td>219,831</td>
<td>200,000</td>
<td>120,485</td>
<td>120,485</td>
<td>Reduced to 2020-21 level</td>
</tr>
<tr>
<td>8590 CTE</td>
<td>231,000</td>
<td>231,000</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8590 CTE K-12</td>
<td>173,667</td>
<td>173,667</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8590 CA National Guard</td>
<td>265,000</td>
<td>-</td>
<td>265,000</td>
<td>265,000</td>
<td></td>
</tr>
<tr>
<td>8590 ASES (after school program)</td>
<td>140,045</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8599 Prior Year State Income</td>
<td>(207,000)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>7,901,779</td>
<td>7,757,947</td>
<td>7,538,224</td>
<td>6,840,240</td>
<td></td>
</tr>
</tbody>
</table>

### Federal

<table>
<thead>
<tr>
<th>Description</th>
<th>2019-20 2nd Interim</th>
<th>2020-21 2nd Interim</th>
<th>Projection as of 4/2/2020</th>
<th>Latest Projection</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>8181 Special Education, federal</td>
<td>89,399</td>
<td>91,253</td>
<td>75,840</td>
<td>73,565</td>
<td>$125/ADA</td>
</tr>
<tr>
<td>8220 Federal Child Nutrition Programs</td>
<td>144,000</td>
<td>146,987</td>
<td>146,987</td>
<td>146,987</td>
<td>assume same revenue as PY, but cost roughly $360/ADA based on history</td>
</tr>
<tr>
<td>8291 Title I</td>
<td>226,624</td>
<td>231,326</td>
<td>231,326</td>
<td>231,326</td>
<td></td>
</tr>
<tr>
<td>8292 Title II</td>
<td>29,111</td>
<td>29,715</td>
<td>29,715</td>
<td>29,715</td>
<td>roughly $46/ADA based on history</td>
</tr>
<tr>
<td>8293 Title III</td>
<td>14,678</td>
<td>14,982</td>
<td>14,982</td>
<td>14,982</td>
<td>roughly $23/ADA based on history</td>
</tr>
<tr>
<td>8294 Title IV</td>
<td>12,828</td>
<td>13,094</td>
<td>13,094</td>
<td>13,094</td>
<td>roughly $20/ADA based on history</td>
</tr>
<tr>
<td>CARES Act funding</td>
<td>-</td>
<td>209,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>516,640</td>
<td>527,358</td>
<td>511,944</td>
<td>718,670</td>
<td></td>
</tr>
</tbody>
</table>

### Local

<table>
<thead>
<tr>
<th>Description</th>
<th>2019-20 2nd Interim</th>
<th>2020-21 2nd Interim</th>
<th>Projection as of 4/2/2020</th>
<th>Latest Projection</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>8660 Interest</td>
<td>17,499</td>
<td>17,862</td>
<td>17,862</td>
<td>17,862</td>
<td>Need to talk to IT about this</td>
</tr>
<tr>
<td>8698 E-Rate</td>
<td>121,006</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8784 All Other Transfers from Other Locations</td>
<td>122,333</td>
<td>124,871</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8792 SPED State / Other Transfers from County</td>
<td>521,145</td>
<td>531,957</td>
<td>322,760</td>
<td>324,862</td>
<td>from SPED Budget</td>
</tr>
<tr>
<td>SPED MH</td>
<td>105,600</td>
<td>132,000</td>
<td>-</td>
<td>-</td>
<td>from SPED Budget</td>
</tr>
<tr>
<td>SPED MH Level 3</td>
<td>122,537</td>
<td>70,521</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8987 Gain on Sale of Building</td>
<td>415,067</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8682 Grants / Donations</td>
<td>121,006</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8698 All Other Local Revenue (incl K12, Measure N/G1)</td>
<td>122,333</td>
<td>124,871</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8685 School Site Fundraising</td>
<td>7,000</td>
<td>7,145</td>
<td>7,145</td>
<td>7,145</td>
<td>similar to last year with some inflation</td>
</tr>
<tr>
<td>8650 Rental Income</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>8699 All Other Local Revenue - Grizzly Exchange</td>
<td>77,433</td>
<td>79,039</td>
<td>79,039</td>
<td>79,039</td>
<td>similar to last year with some inflation</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>1,281,484</td>
<td>760,875</td>
<td>654,943</td>
<td>631,430</td>
<td></td>
</tr>
</tbody>
</table>

**Total Revenue**                                                            | 9,699,902           | 9,046,180           | 8,705,111                 | 8,190,340         |       |
**Information and Discussion Item H.2**

**Financial Operations Transition**

**Background:** As a part of its efforts to streamline operations and increase cost-savings, Oakland Military Institute (OMI) staff will be restructuring its current financial operations and processes. CFO Bryan Adams will be presenting an update on a transition plan to increase efficiencies and decrease expenses in this area for the future.
Information and Discussion Item H.3
Draft Employee Handbook

**Background:** The attached draft of the Oakland Military Institute (OMI) Employee Handbook is being presented to the Board for review. The Administrative and Human Resources staff made revisions to the handbook that reflect changes in policies, labor laws, and regulations to ensure compliance. Staff anticipates that a final draft will come before the Board for approval in June.
ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE SUPERINTENDENT.

EMPLOYEE NAME: _____________________________________

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School’s policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee’s Signature: ____________________________ Date: ________________

Please sign/date, tear out, and return to the School, and retain this Handbook for your reference.
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# APPENDIX A - HARASSMENT/DISCRIMINATION/RETAIATION COMPLAINT FORM
# APPENDIX B - INTERNAL COMPLAINT FORM
# APPENDIX C - TEACHER EVALUATION PROCESS, DESCRIPTIONS OF PRACTICE
INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Oakland Military Institute College Preparatory Academy (hereinafter referred to as “OMI” or the “School”). It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. OMI also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification must be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Superintendent.

Employees must sign the acknowledgment form at the beginning of this Handbook, tear it out, and return it to the Superintendent. This will provide the School with a record that each employee has received this Handbook.
CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

OMI is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- 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 and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act (“FMLA”), Pregnancy Disability Leave (“PDL”) law, Americans with Disabilities Act (“ADA”), California Family Rights Act (“CFRA”), the Fair Employment and Housing Act (“FEHA”), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. OMI will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. OMI will identify possible accommodations, if any, that will help eliminate the limitation.

If the accommodation is reasonable and will not impose an undue hardship, the School will make
the accommodation.

**Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

**Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

OMI will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.
Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School’s commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Superintendent.

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

OMI will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, OMI will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee’s family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law.

Further, the School shall not discriminate against any individual because he or she holds or presents a driver’s license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a
subpoena or judicial warrant.

**Professional Boundaries: Staff/Student Interaction Policy**

OMI recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

All employees at OMI are responsible for creating a safe and secure environment for the cadets in which to learn and succeed. All cadets can succeed at OMI, and OMI employees set the conditions for that success. Because School employees control the power in this relationship, it is imperative that all employees on campus act ethically and morally at all times and prevent even the suggestion of inappropriate conduct. OMI employees deal with cadets on many different levels – teacher, supervisor, disciplinarian, mentor, counselor, motivator, and sometimes enforcer. The one role employees should never have is the role of “buddy.” Knowing students and being in tune to their strengths and weaknesses is different than becoming so involved with the student that an employee begins to develop favorites. One of the biggest enemies to the mission of OMI is partiality towards a student.

**Acceptable and Unacceptable Staff/Student Behavior**

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member’s obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, “Would I be engaged in this conduct if my family or colleagues were standing next to me?”

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member’s perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

**Duty to Report Suspected Misconduct**
When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

**Unacceptable Staff/Student Behaviors (Violations of this Policy)**

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Transporting students in a private non-OMI vehicle.
- (l) Partiality or preferential treatment toward a student or students.
- (m) Use of position for personal gain.

**Cautionary Staff/Student Behaviors**

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

**Acceptable and Recommended Staff/Student Behaviors**

- (a) Getting parents’ written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping after-class discussions with a student professional and brief.
(h) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(i) Involving your supervisor if conflict arises with the student.
(j) Informing the Superintendent about situations that have the potential to become more severe.
(k) Making detailed notes about an incident that could evolve into a more serious situation later.
(l) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(m) Asking another staff member to be present if you will be alone with any type of special needs student.
(n) Asking another staff member to be present when you must be alone with a student after regular school hours.
(o) Giving students praise and recognition without touching them.
(p) Pats on the back, high fives and handshakes are acceptable.
(q) Keeping your professional conduct a high priority.
(r) Asking yourself if your actions are worth your job and career.

Social Media

Social media sites such as Facebook, Twitter, and Snapchat can be very positive places for effective communication. However, they can also be sources of bullying, threats, intimidation, harassment, rumors, and social stigmatization for both students and staff. To ensure that OMI is a safe place even online, employees should ensure that they adhere to the following principles:

1. Employees should refrain from maintaining inappropriate online relationships with current students at OMI.
2. Employees are restricted from posting inappropriate material on social media. This includes:
   a. Dishonorable content such as racial, ethnic, sexual, religious, and physical disability slurs
   b. Nude or pornographic photos
   c. Any comments that encourage the overthrow of the US government, California government, or OMI administration.
3. Employees may not use social media sites to publish disparaging or harassing remarks about OMI community members, athletic or academic contest rivals, etc.
4. Employees who choose to post editorial content to websites or other forms of online media must ensure that their submission does not reflect poorly upon the school.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

OMI is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. OMI’s policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not
the employee is transitioning or has transitioned); 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 and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal law); 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.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

OMI does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Superintendent or designee.

When OMI receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Superintendent) or the Superintendent or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. OMI is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

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

Prohibited Unlawful Sexual Harassment

OMI is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual’s employment; (2) an employment decision is based upon an individual’s acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual’s work performance or creates an intimidating, hostile or offensive working
environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Superintendent. See Appendix A for the “Harassment/Discrimination/Retaliation Complaint Form.” See Appendix B for the general “Internal Complaint Form.”

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, or poking another’s body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person’s sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or
conduct or intentionally making performance of the employee’s job more difficult because of the employee’s sex.

- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate OMI policy.

**Whistleblower Policy**

OMI requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.
Drug and Alcohol Free Workplace

OMI is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other OMI stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflict of Interest

All employees must avoid situations involving actual or potential conflicts of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Superintendent, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Teacher Roles and Responsibilities

OMI teachers are responsible for the effective management of all aspects of their classroom and teaching assignment. This includes all aspects of classroom management, planning appropriately scaffolded and differentiated unit and lesson plans, effective communication with stakeholders, and maintaining accurate cadet records, which include timely grading, Aeries entries, gradebooks, and creating welcoming and safe learning environments for every cadet.

Roles and Responsibilities

1. Support Cadet achievement of OMI focus:

   “Every graduate will be college or career ready through mastery of the common core standards and reading at a Lexile level of 1300 or higher.”

2. Support the mission of OMI: The Oakland Military Institute College Preparatory Academy (OMI) develops leaders of character by providing a rigorous seven-year college
preparatory program to promote excellence in the four pillars of academics, leadership, citizenship, and athletics.

3. Responsibilities of Teachers/Staff: Teachers shall have the responsibility to:

   a. Be prepared to teach and provide quality instruction within the Direct Interactive Instructional framework

   b. Be planned and ready to teach bell to bell

   c. Maintain an environment of mutual respect and dignity.

   d. Demonstrate interest in teaching and concern for cadet achievement.

   e. Remain knowledgeable about school policies and rules, and enforce them in a fair, impartial, and consistent manner for all cadets.

   f. Communicate policies and expectations to cadets and parents/guardians, including:

      i. Course objectives and requirements.
      ii. Grading procedures.
      iii. Assignment deadlines.
      iv. Classroom management plan.

   g. Communicate information regarding cadet progress and achievement on a regular and timely basis to cadets, parents, and other involved stakeholders.

   h. Exhibit an attitude of respect for cadets that has a positive influence in helping cadets develop good citizenship traits.

   i. Maintain an atmosphere that contributes to positive cadet behavior.

   j. Provide make-up work upon request for cadets including those cadets on suspension.

   k. Encourage the use of appropriate use of OMI’s menu of supportive services (office hours, tutoring, cadet services, counseling, etc.)

   l. Develop and maintain a positive working relationship with cadets and staff.

   m. Strive to improve the quality of life throughout the school community.

Lesson Planning and Delivery

   a. Agenda, standard, and objective on board daily.

   b. Have an opener to activate prior knowledge, a closer to assess learning target achievement.
c. Unit plans and lesson plans must be written and available upon immediate request from any member of the leadership or Instructional Leadership Team.

d. Be planned for entire period- better to over plan than to under plan.

e. Use movies and video thoughtfully. Clips are preferred over whole movies. Whole movies, if used, should be used as a teaching tool, where Cadets are required to stop and discuss, take notes, fill in a graphic organizer, and complete an end of movie assignment.

f. Keep all Cadet work until end of school session; this work serves as evidence and cuts down on the 'he said she said' arguments at the end of the school session.

g. Create a three-day sub-plan and turn into the main office using the prescribed template.

Professionalism

a. Arrive to OMI on time.

b. Attend and arrive on time for all OMI meetings/PD events.

c. Remain on campus during prep period. If a teacher is not going to be in their room they must let their direct supervisor know their location.

d. Follow the OMI required staff dress guidelines.

e. Use appropriate communication with all stakeholders and staff members.

   i. No profanity
   ii. Supportive
   iii. Appropriate debate on topics without getting personal

f. Take the professional standards for the teaching profession seriously

   i. Engaging and Supporting All Cadets in Learning
   ii. Creating and Maintaining Effective Environments for Cadet Learning
   iii. Understanding and Organizing Subject Matter for Cadet Learning
   iv. Planning Instruction and Designing Learning Experiences for All Cadets
   v. Assessing Cadets for Learning
   vi. Developing as a Professional Educator

Use of Tobacco Products Policy

Smoking, vaping and the use of tobacco products including chewing tobacco, electronic cigarettes and vapour products is prohibited at all times in all school district buildings and on all
school district properties. All e-substances are covered by legislation and it does not matter if the e-substance contains nicotine or is nicotine free.

**DEFINITIONS:** “e-substance” is a solid, liquid or gas that when heated by the element in the electronic cigarette, produces a vapour for use in the device. “Reasonable distance” ranges from a minimum of fifty (50) meters from the school property up to several blocks from the school. Determination will be site-specific. “Smoke-free or Vape-free zone” is an area within the vicinity of a school where smoking, electronic cigarettes, and the use of tobacco or vapour products is prohibited. This area will encompass school buildings and properties and extend a reasonable distance from school property. The “smoke-free or vape-free zone” is in effect for students at all times they are under the school’s jurisdiction.

“Vapour Product or Electronic Cigarette” is a device that contains an electronic or battery-powered heating element that can vapourize an e-substance.

**Substance Abuse Prevention**

OMI is committed to protecting the safety, health and well-being of its employees, students, and all other people who come into contact with our facilities. OMI recognizes that drug and alcohol abuse pose a significant threat to this goal, particularly in our specialized educational environment.
Compliance to OMI’s Substance Abuse Prevention is a condition for employment with OMI. All employees are prohibited from substance abuse while on OMI’s premises or while doing work for OMI at other locations.

OMI does not permit substance abuse by any individual while on OMI’s premises.

Questions about the complete policy may be directed to the Human Resources Administrator.

**Prohibited Conduct**

**Drugs**

OMI strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation, and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. “Illegal drugs” means all drugs for which the use or possession is regulated or prohibited by federal, state, or local law. “Illegal drugs” include prescription medications for which the individual does not have a valid prescription, or which are used in a manner inconsistent with the prescription or dosing directions. A confirmed positive drug test is also considered a violation of this policy.

This policy does not prohibit employees from the lawful use and possession of prescribed or over-the-counter medications. An employee taking medication should consult with a healthcare professional about a medication’s effect on the employee’s ability to work safely at his/her job and promptly disclose to the supervisor any work restrictions and the length of time the restrictions are expected to apply. If requested, the employee may be required to provide written, signed documentation from his or her doctor verifying that the medication is not and will not impair his or her ability to safely perform his or her job. Medicines brought to work must be carried in the original prescription bottle or over-the-counter containers.

**Alcohol**

OMI prohibits the use of alcohol while working, while operating a OMI-provided vehicle, and for four hours prior to reporting to work, or when present on OMI premises. The possession of opened containers of alcohol while working or while present on OMI premises is also prohibited.

A test showing the presence of .02 percent or more alcohol in an individual’s system is considered a violation of this policy. Employees are also prohibited from working or coming onto OMI premises with alcohol in their systems. In addition, use of alcohol off the job which impairs performance on the job is also a violation of the policy.

**Discipline for Violation of Substance Abuse Prevention Policy**

Employees in violation of the Substance Abuse Prevention Policy will be subject to adverse disciplinary action, up to and including termination. OMI may also bring the matter to the attention of law enforcement officials when appropriate. Job applicants in violation of this policy will not be hired.
If a prohibited substance is detected and confirmed during drug/alcohol screening, the employee may be offered a “last chance agreement” in lieu of termination, as detailed in the complete policy. Contact the Human Resources Administrator for more details.

**Searches**

If OMI suspects that an employee is in possession of illegal drugs, alcohol, or other drug-related contraband on OMI premises or while the employee is performing work for OMI, management may request the individual to submit to a search of his or her person, personal effects, and vehicle. In addition, OMI may periodically conduct such searches at random. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be disciplined appropriately. Contact the Human Resources Administrator.

**Types of Substance Abuse Testing**

A. **Pre-Employment** – Individuals will be offered employment conditioned upon taking and passing a drug test as directed according to OMI procedures before commencing work.

B. **Reasonable Suspicion** – When the School Director or Human Resources Administrator has reason to believe that an employee has violated this Policy; an employee may be asked to submit to a “reasonable suspicion” drug test.

**THE WORKPLACE**

**Work Schedule**

Business hours are normally 8:00 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

**Meal and Rest Periods**

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day’s work will be completed in no more than six (6) hours, provided the employee and OMI mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee’s supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.
Lactation Accommodation

OMI accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

OMI will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee’s work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School’s ability to implement its educational program and disrupts consistency in students’ learning.

If it is necessary to be absent or late, employees are expected to telephone the Superintendent as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Superintendent and or designee, sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Superintendent will be considered a voluntary resignation from employment.

Time Cards/Records

By law, OMI is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall keep be required to utilize the School’s time card system.

**DEFINITION:** Non exempt is an employee who is hourly and entitled to overtime. An exempt employee is an employee who is a salaried employee and not entitled to overtime.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time card indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information on their time cards and remembering to record time worked. If an employee forgets to mark their time card or
makes an error on the time card, the employee must contact the Superintendent to make the correction and such correction must be initialed by both the employee and the Superintendent.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another’s worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

OMI will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.

2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.

3. Employees should not attempt to gain access to another employee’s personal file or email or voicemail messages without the latter’s express permission.

4. School staff will not enter an employee’s personal email files or voicemail unless there is a business need to do so. OMI retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School’s ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee’s email account.

Personal Business

OMI’s facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:
• School equipment, including School computers and electronics systems, may not be used for these purposes;
• Student and employee confidentiality policies must be strictly followed;
• Employees must make clear that the views expressed in their blogs are their own and not those of the School;
• Employees may not use the School’s logos, trademarks and/or copyrighted material and are not authorized to speak on the School’s behalf;
• Employees are not authorized to publish any confidential or proprietary information maintained by the School;
• Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee’s supervisors, co-workers and competitors;
• Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

**Personal Appearance/Standards of Dress**

All employees of the OMI are expected to wear appropriate clothing during school hours that add dignity to the educational profession and to the military protocols of the school, will present an image consistent with their job responsibilities, and will not interfere with the learning process or the performance of their duties.
OMI’s dress code policy is designed to help us all provide a consistent professional appearance to our staff, students, parents, and customers. Our appearance reflects on ourselves and OMI. The goal is to be sure that we maintain a positive appearance and not to offend anyone who come to OMI.

The dress code policy applies to all employees who are providing services for OMI. OMI dress code policy consist of the following:

Employees are expected to dress in [casual, business casual, smart casual, business] attire unless the day’s tasks require otherwise. Employees must always present a clean, professional appearance. Everyone is expected to be well-groomed and wear clean clothing, free of holes, tears, or other signs of wear.

Clothing with offensive or inappropriate designs or stamps are not allowed. Clothing should not be too revealing.

Clothing and grooming styles dictated by religion or ethnicity are exempt.

**Dress Code Violations:**

Managers or supervisor are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes.

Repeated violations or violations that have major repercussions may result in disciplinary action being taken up to and including termination.

**Personal Statement**

The Board recognizes that all employees enjoy full rights of citizenship and liberty as guaranteed by the Constitution of the United States. Individual freedom of expression of employees must be balanced with the impressionability of students. Accordingly, symbols or emblems are permissible as long as they do not proselytize or degrades others on the basis of race, religion, ancestry, national orgin, gender, sexual oritentatio, disability, or any other protected class. ** ***

**Tattoos**

The Board recognizes that tattoos are a part of many cultures. Exposed tattoos may not depict any of the following: Profanity, obscene gestures, sexually, graphic pictures, supportive references to alchol, cigareets, drugs, or sexual activity, messages degrading others on the basis of rac, religion, ancestry, national orgin, gender, sexual orientation, disability, or any other protected class are prohibited.

**Requesting Substitutes**

Procedures: Professionalism dictates notification of supervisor for all staff members and proper arrangements for a substitute if necessary made in a **timely fashion** which means calling prior to 6:30 a.m. for emergencies and in advance for non-emergencies, including providing appropriate lesson plans and notification of all stakeholders. When an OMI staff member has an unexpected absence due to illness or emergency, it is imperative that the proper procedure is followed and notification of OMI supervisory and appropriate administrative staff members occurs in a timely fashion. Failure to comply with procedure results in loss of academic time for cadets and creates hardship for remaining staff members.
**Unexpected Absences**

1. All employees must email their immediate supervisor if they intend to be absent from their assigned duties.

2. Employees must call or text their immediate supervisor to let him/her know that they are going to be out the next day. If they are unable to reach him/her directly, leave a voice message or text the information being sure to make some sort of contact. Follow up if necessary, especially if call/text was made at odd hours.

3. Employees must send an email to your immediate supervisor and **cabinet@omiacademy.org** so that all interested parties are informed of their absence.

**Request for Leave in Advance**

When a staff member knows of an absence in advance; the following procedure must be followed:

1. Employees must fill out a Request for Leave form and provide it to their immediate supervisor for approval. For staff members needing substitute coverage, the form will be given by their supervisor who will make the request for a substitute. Once the request has been filled and a substitute has accepted the job, the employee will be sent a confirmation email. If the employee does not receive a confirmation email, please follow up by contacting your immediate supervisor.

2. For advance request for leave for non-teaching staff members, employees must fill out the request for leave and have their immediate supervisor approve the leave. The paperwork will be provided to the HR Department.

**Health and Safety Policy**

OMI is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School’s Safety Plan and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Superintendent any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

**Security Protocols**

OMI has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Superintendent. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees
should immediately notify the Superintendent when keys are missing or if security access codes or passes have been breached.

**Occupational Safety**

OMI is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. OMI’s management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

**Accident/Incident Reporting**

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

**Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

**Privately Owned Vehicles (POV)**

OMI vehicles are the ONLY authorized method for transporting students. All vehicles are the property of the OMI and should be treated accordingly. Upon hiring, all qualified OMI employees are required to sign a Driving Agreement prior to operating any school vehicles. OMI employees should only transport cadets in personal vehicles under exceptional circumstances, and requires prior approval from the cadet’s guardian, Superintendent, and Commandant.

Prior to driving any OMI vehicles, all employees must successfully complete the Army Accident Avoidance Course, be listed as an approved driver on the School insurance policy, and keep documented certification with headquarters. Seatbelts must be worn in compliance with state highway laws, and all accidents must be reported immediately. Upon returning the vehicle, all logbooks must be filled out accurately and completely and the vehicle should be clean, fueled, and all doors and windows secured.
EMLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement System (STRS) and Public Employment Retirement System (PERS) and State Disability Insurance from each employee’s pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.

3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

5. State Teachers Retirement System (STRS) is defined-benefit pension, for which both the teacher and the employer make contributions. In exchange, the state promises a guaranteed payout for life upon retirement.

6. Public Employment Retirement System (PERS) is a defined benefit pension for which the employee and the state promises a guaranteed payroll for life upon retirement.

Every deduction from an employee’s paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Superintendent to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Superintendent. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee’s W-4 form. The W-4 form should be completed upon hire and it is the employee’s responsibility to report any changes in filing status to the Superintendent and to fill out a new W-4 form.

At the end of the calendar year, a “withholding statement” (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay
Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee’s job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. OMI will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Superintendent. OMI provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee’s regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

Paydays

Paydays are scheduled once each month on or about the 26th of each month for all employees except for other employees (maintenance) who are paid bi-weekly, twice per month. If an employee observes any error in his or her check, it should be reported immediately to the Superintendent.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee’s earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Superintendent will discuss the situation with the employee.

Authorized Expenditures

OMI employees use of corporate credit card (US Bank School Credit Card) and reimbursement methods; the following guidelines outline the procedure for expenditures and record keeping when using the card or reimbursement for direct education and non-educational expenses.
OMI employees must receive written or other documented digital approval before spending OMI funds. Meals, travel, accommodations, material/supplies, and any other use of OMI funds require prior written administrative approval within your chain (Superintendent, CFO, Commandant, or Principal). If an employee wants to use OMI funds without prior approval they will be held responsible for the charges.

A. Corporate cards are used for direct costs associated with your employment with OMI for educational and non-educational materials. Reimbursements are used by OMI employees for reimbursement of authorized expenses made by the employee for school use.

B. All corporate card charge and reimbursement receipts must be itemized and submitted at the time of purchase, or as soon as possible, via .pdf scans. If contacted by OMI Accounts Payable Office for corporate card or reimbursement receipts, at the end of the billing period, please submit requested receipts promptly.

C. Group expenses and/or activities, the corporate card or reimbursement receipts must note the participant names and purpose.

D. No personal purchases are permitted using the corporate card or reimbursements.

E. Receipts must be itemized, showing all items purchased.

F. Meal receipts must be itemized and note who was present at the meal.

G. Alcohol may not be purchased with corporate cards, reimbursements or state funds.

H. If a receipt is missing, the OMI employee must seek a duplicate from the vendor.

I. Use of a corporate card and being reimbursed is a privilege and may be revoked if repeated issues arise.

J. Missing corporate card or reimbursement receipts will be the employee’s fiscal responsibility.

Advanced Planning Travel

OMI staff that travel regularly as part of their position, employees must submit their travel schedule to their supervisor, via email, no later than the last Monday of the month for the next month’s travel, unless a weekly submission has been authorized. The supervisor will review the travel schedule and contact individual employees directly with any concerns. The supervisor will reply to the travel email, and include OMI AP analyst and CFO, with their approval. This email thread will satisfy the requirement for pre-approval of all travel and related costs. Any travel changes should be communicated via the original email thread.

Same Day Travel

A. Oakland Military Institute defines “same day travel” as travel in which the OMI employee leaves and returns to their home base or office in the same day.
B. If an OMI employee travels round trip in one day and leaves and returns from their home base or office for the purposes of that travel, the OMI employee may not use the corporate card to purchase meals for that day. If a “same day” trip extends beyond an eight-hour work day (defined as there is a minimum of eight hours between flights to and from an employee’s home base), the employee may use the corporate card or be reimbursed for no more than two meals.

Meals

OMI employees must stay within a $65 per day limit when traveling; $15 for breakfast, $20 for lunch, and $30 for dinner. If an employee will exceed the daily limit they will need to pay with a personal card or cash. This daily limit also includes room services at the training location. If a meal is provided, the amount of the specific meal will be deducted from the $65 a day.

School funds may not be used to purchase alcohol, and no alcohol may be on an itemized receipt submitted as backup for corporate card or reimbursement charges. OMI staff must submit itemized receipts for all meals, please not the amount of the tip on the itemized receipt.

Working Meals

An OMI employee may use the corporate card or reimbursement to purchase a working meal when:

A. Two or more OMI staff are working together on a project, conference, meeting or training, and a normal mealtime occurs during the work required event.
B. An OMI employee and partnering agency staff are working together on a project, conference, meeting or training and a normal mealtime occurs during the work required event.
C. The employee name, the names of all those present at the meal and the purpose of the working meal must be clearly printed on the itemized receipt.

Flights

OMI employees may contact AP for booking of flight reservations or may make their own reservations and email it to AP office for payment. OMI employees must use the lowest priced airfare to and from the training location. After booking airline tickets online forward the itinerary to the AP office for processing. The itinerary or receipt must show a zero-dollar balance to allow for reimbursement.

Rental Cars

Rental cars will only be authorized if the training location cannot be driven to by the employee and there is limited means of transportation at the training location. If the OMI employee is staying in the same hotel as the training a rental car will not be authorized. The rental car should not exceed $120 per day. If employees are using the corporate card to rent the car, the rental insurance is not needed.

Hotels
OMI Employees qualify for State rate rooms, though the rates are not always available. Please try to keep hotel nights under $200 a night. If a hotel night will exceed $200 per night due to geography or other circumstances, please notify the OMI Finance Office at the time of reservation. Submit hotel receipts to OMI Finance Office showing a “zero dollar” balance for reimbursement.

**Equipment**

Corporate card and reimbursement may be used to purchase materials and supplies for sites when needed. Preferably OMI employees will use the corporate card/purchase order process, please document carefully the expenditure and the site it was on so the OMI purchasing agent can make the purchase. Employees must check their budget and there are enough funds to cover the purchase. If they are not certain the budget can afford the expenditure, contact the finance office to double check.

**Use of Purchase Orders**

All expenditures require written approval, either via email or an approved purchase order request. When possible, work with a supervisor or administrator to complete a purchase order request. If something needs to be done quickly and the vendor does not take purchase requests, please work directly with the finance office after receiving approval from an administrator.

**Financial Practices**

The following general policies apply to OMI personnel regarding the handling of money and purchases:

1. All monies collected must be forwarded to the Business Office before the close of business on the day they are collected. The appropriate accounting form must be completed and turned in with the cash. Cash must be clipped, banded, and rolled as directed by the Business Office.

2. Employees must give receipts for all monies collected.

3. Cash may never be kept in a classroom or office overnight and it must always be secured in a locked cabinet or drawer while temporarily in a classroom or office.

4. Employees who wish to make purchases for which they require reimbursement must have the prior approval of the Superintendent to make such purchases. No reimbursements will be approved “after the fact.” The OMI Reimbursement form must be completed and turned into the Business Office within five (5) working days of the expense.

5. When an employee wishes to make a purchase from a provider of goods or services using a school purchase order or credit card, such purchases must be approved in advance by the Superintendent or Business Office.

6. Purchase requests require the signature of an authorized budget fund manager prior to execution of the purchase. Lists of budget fund managers are published annually.

**Medical Benefits**
Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. An enrollment form must be submitted to the Superintendent as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

COBRA Benefits

When coverage under the School’s medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School’s previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or

- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee’s spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;

- The employee and his/her spouse become divorced or legally separated;

- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
• The employee’s dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

OMI will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. OMI will then notify the employee or his/her dependents of the employee’s rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

• Premiums for continued coverage are not paid within thirty (30) days of the due date;

• The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee’s spouse or child, as applicable) may have;

• OMI stops providing group health benefits;

• The employee (or the employee’s spouse or child) become entitled to Medicare; or

• The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.
**PERSONNEL EVALUATION AND RECORD KEEPING**

**Employee Reviews and Evaluations**

Each employee will receive periodic performance reviews conducted by the Superintendent or his or her designee on OMI’s evaluation form. Performance evaluations will be conducted annually between May 1st and June 30th. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Superintendent, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the Superintendent or his or her designee within the first ninety (90) days of employment.

On a periodic basis, the Superintendent will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. OMI’s evaluation system will in no way alter the at-will employment relationship.

**Personnel Files and Record Keeping Protocols**

At the time of employment, a personnel file is established for each employee. It is each employee’s responsibility to keep the Superintendent advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. OMI will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Superintendent. Only the Superintendent or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee’s personnel file unless the complaint is heard by an
arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.
HOLIDAYS, VACATIONS AND LEAVES

Holidays

OMI calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year’s Day
- Martin Luther King Jr. Birthday
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Other days during the school year, such as days during the School’s calendared breaks, shall not be paid time for nonexempt employees in active status. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Superintendent. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for “peak traffic periods” in the school. With this in mind, it is expected that vacation time will be taken when school is not in session.

(a) OMI shall grant to regular non-exempt (classified employees) an annual vacation at the regular rate of pay earned at the time the vacation is commenced. Such vacation shall be as determined by OMI, but not less than five-sixths of a day for each month in which the employee is in a paid status for more than one-half the working days in the month, provided the employee is regularly employed five days per week, seven to eight hours a day. An employee in a paid status for less than one-half the working days in a month shall have his vacation credit accrued on the basis provided for in subdivision (b) or (c).

(b) In lieu of accrual of vacation credit on a monthly basis and proration as prescribed in subdivision (a), OMI may provide for accrual of vacation credit on any of the following bases:

(1) For all employees or classes of employees who work a full workweek of 40 hours the district shall provide 0.03846 hour of vacation credit for each hour of paid service, not including overtime.
(2) For all employees or classes of employees who work a full workweek of 37.5 hours the district shall provide 0.04087 hour of vacation credit for each hour of paid service, not including overtime.

(3) For all employees or classes of employees who work a full workweek of 35 hours the district shall provide 0.04379 hour of vacation credit for each hour of paid service, not including overtime.

(c) For all employees regularly employed for fewer than 35 hours a week, regardless of the number of hours or days worked per week, the vacation credit shall be computed at the rate of 0.03846 for each hour the employee is in paid status, not including overtime.

(d) Vacation may, with the approval of OMI, be taken at any time during the school year. If the employee is not permitted to take his full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the governing board.

(e) Earned vacation shall not become a vested right until completion of the initial six months of employment.

(f) The employee may be granted vacation during the school year even though not earned at the time the vacation is taken.

(g) If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his services, OMI shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.

(h) Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.

Vacation must be scheduled with due consideration for “peak traffic periods” in the School. With this in mind, it is expected that vacation will be taken when school is not in session or at “low traffic periods” with supervisor approval.

Vacation must be coordinated and cleared by the employee’s direct supervisor and Superintendent and is subject to scheduling and seniority. No vacation time may be taken by clerical staff during the month of June or the last two (2) weeks of August unless specifically authorized by the Superintendent. Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Superintendent subject to scheduling and seniority.

For clerical employees, vacation days should be taken when school is not in session, preferably between July 1 to August 15. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

Vacation can accrue up to a maximum of twenty (20) days of pay. Once this cap is reached, no further vacation days will accrue until some of the vacation days is used. When some is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was the cap.

**Unpaid Leave of Absence**
OMI recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee’s medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

**Sick Leave**

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. If the employee has no spouse or registered domestic partner, the employee may designate one (1) person as to whom the employee may use paid sick leave to aid or care for that person in lieu of a spouse or registered domestic partner. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least two (2) hours per week, and work for OMI for at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee’s start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than three (3) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee’s absence.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee’s basis for leave beyond
accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

**Personal Necessity Leave**

All employees may use up to twenty-four (24) hours of sick leave for personal necessity leave per year. Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee’s immediate family (this is in addition to Bereavement Leave), an accident involving the employee’s person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday. Employees must request personal necessity leave at least one (1) week in advance unless an emergency situation occurs. Personal necessity leave is not vacation, does not accrue year to year, and if unused, is not paid out upon separation from employment.

**Family Care and Medical Leave**

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

- **Employee Eligibility Criteria**

  To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- **Events That May Entitle an Employee To FMLA Leave**

  The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

  1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.

  2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or
her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).

a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.

4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

• Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces servicemember shall also be entitled to a total of twenty-six (26)
workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.

4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

• Pay during FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.

3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.

4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

• Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.
If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

OMI may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and

2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee

• Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.

3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

• Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Superintendent. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School’s operations.

4. If FMLA leave is taken because of the employee’s own serious health condition or the serious health condition of the employee’s spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA leave is taken because of the birth of the employee’s child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks’ duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee’s regular position.

7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee’s FMLA leave entitlement. This notice will explain the employee’s obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a “key” employee whose reinstatement would cause serious and grievous injury to the School’s operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee’s FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a “key” employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

• Limitations on Reinstatement

1. OMI may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.

2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

• Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

• Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.
• Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

2. The employee needs to take time off for prenatal care.

• Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

• Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.
• **Health Benefits**

OMI shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. OMI can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee’s failure to return from leave is for a reason other than the following:
   - The employee is taking leave under the California Family Rights Act.
   - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
   - There is a non-pregnancy related medical condition requiring further leave.
   - Any other circumstance beyond the control of the employee.

• **No Break in Service**

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service.

• **Medical Certifications**

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

• **Requesting and Scheduling Pregnancy Disability Leave**

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Superintendent. An employee asking for a Request for Leave form will be referred to the School’s then current pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days’ notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice
is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School’s operations.

4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee’s healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee’s regular position.

6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee’s pregnancy disability leave entitlement. This notice will explain the employee’s obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

   a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.

   b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee’s scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A “comparable” position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with OMI policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

• Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers’ Compensation)

OMI, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers’ compensation benefits provided to injured employees may include:

• Medical care;
• Cash benefits, tax-free to replace lost wages; and
• Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker’s compensation benefits to which they may be entitled, employees will need to:

• Immediately report any work-related injury to the Superintendent;
• Seek medical treatment and follow-up care if required;
• Complete a written Employee’s Claim Form (DWC Form 1) and return it to the Superintendent; and
• Provide the School with a certification from a health care provider regarding the need for workers’ compensation disability leave as well as the employee’s eventual ability to return to work from the leave.

It is the School’s policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. OMI, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School’s operation.
• If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (“EMS”) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

• All accidents and injuries must be reported to the Superintendent and to the individual responsible for reporting to the School’s insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School’s approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers’ Compensation Bureau and the insurance carrier.

• When there is a job-related injury that results in lost time, the employee must have a medical release from the School’s approved medical facility before returning to work.

• Any time there is a job-related injury, the School’s policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

OMI shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee’s health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, OMI will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.
OMI shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee’s military spouse will be on leave from deployment, and (2) documentation certifying that the employee’s military spouse will be on leave from deployment during the time that the employee requests leave.

**Bereavement Leave**

Exempt and non Exempt employees are entitled to a leave of up to three (3) days if in county and five (5) days if out of county without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

**Jury Duty or Witness Leave**

For all exempt and non exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

**Voting Time Off**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Superintendent at least two (2) days notice.

**School Appearance and Activities Leave**

As required by law, OMI will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child’s school or child care. If more than one (1) parent or guardian is an employee of OMI, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.
When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child’s school requesting the presence of the employee.

**Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee first uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

**Victims of Abuse Leave**

OMI provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare, or that of the employee’s child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide OMI with as much advance
notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide OMI one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee’s absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, OMI will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees’ safety while at work. To request an accommodation under this policy, an employee should contact the Superintendent.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor’s return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Superintendent thirty (30) days’ notice before returning from leave. Whenever the School is notified of an employee’s intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Superintendent.
DISCIPLINE AND TERMINATION OF EMPLOYMENT

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School’s operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee’s manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee’s property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee’s manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.

22. Any other conduct detrimental to other employees or the School’s interests or its efficient
Operations.

23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.

In addition to the above, the following rules, which may also lead to discipline or termination if violated, apply to all OMI employees:

1. At no time should an employee give a student school keys or alarm access codes.

2. Students should generally never be alone in a classroom or office with a school staff member with the door closed unless another staff member, parent/guardian or student is present. Individuals in counseling roles should use their best professional judgment when counseling a student alone behind closed doors.

3. School staff may not accompany students walking off campus to nearby business establishments without prior approval of the school administration.

4. Parties are not allowed in classrooms or on school campus without prior approval of a school administrator.

5. Food products (other than the school breakfast and lunch program foodstuffs) may not be served or sold by school staff on campus during the time period between 6:45 a.m. and 4:30 p.m. without prior approval of the school administration. Such sales or service by school staff is in violation of state and federal guidelines regulating food that conflicts with the National School Breakfast and Lunch Program.

6. On regular school days, school staff should generally not be on campus prior to 6:30 a.m. nor should they be on campus after 6:00 p.m. Exceptions to this policy require approval from an administrator.

7. School staff are expected to maintain professional boundaries with students and family members of students.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

**Off-Duty Conduct**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School’s legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School’s legitimate business interests or the employee’s ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:
• Additional employment that conflicts with an employee’s work schedule, duties, and responsibilities at our School.

• Additional employment that creates a conflict of interest or is incompatible with the employee’s position with our School.

• Additional employment that impairs or has a detrimental effect on the employee’s work performance with our School.

• Additional employment that requires the employee to conduct work or related activities on the School’s property during the employer’s working hours or using our School’s facilities and/or equipment; and

• Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. OMI shall not provide workers’ compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

**Termination of Employment**

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Superintendent regarding their intention as far in advance as possible. At least two (2) weeks’ notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.
INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Superintendent or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints
(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Superintendent or designee:

1. The complainant will bring the matter to the attention of the Superintendent as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and

2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Superintendent or designee will then investigate the facts and provide a solution or explanation;

3. If the complaint is about the Superintendent, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees
(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Superintendent or Board President (if the complaint concerns the Superintendent) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.
In processing the complaint, Superintendent (or designee) shall abide by the following process:

1. The Superintendent or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Superintendent (or designee) finds that a complaint against an employee is valid, the Superintendent (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Superintendent (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

3. The Superintendent’s (or designee’s) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

**General Requirements**

1. **Confidentiality:** All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. **Non-Retaliation:** All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

3. **Resolution:** The Board (if a complaint is about the Superintendent) or the Superintendent or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.
AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

OMI reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.
It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the Superintendent or Board President.

Please review the School’s policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

OMI will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____________________________ Date: _____________________________

Date of Alleged Incident(s): _________________________________________________________

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else: ________________________________________________________________

List any witnesses that were present: ________________________________________________

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

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

____________________________________________  Date: _____________________
Signature of Complainant

__________________________________________
Print Name

Received by: ________________________________  Date: _____________________
APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: ___________________________________________ Date: ____________________________

Date of Alleged Incident(s):________________________________________________________________

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

List any witnesses that were present: _________________________________________________________
_______________________________________________________________________________________

Where did the incident(s) occur?_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________

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

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

__________________________________________         Date: ____________________
Signature of Complainant

__________________________________________
Print Name

To be completed by School:

Received by: _______________________________  Date: ____________________
Appendix C
TEACHER EVALUATION PROCESS, DESCRIPTIONS OF PRACTICE
2020-2021 SCHOOL YEAR

Standard 1: Engaging and Supporting All Students in Learning

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>1 = PRACTICE DOES NOT MEET STANDARD</th>
<th>2 = PRACTICE PARTIALLY MEETS STANDARD</th>
<th>3 = PRACTICE MEETS STANDARD</th>
<th>4 = PRACTICE EXEMPLIFIES STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connecting students’ prior knowledge, life experience, and interests with learning goals.</td>
<td>The teacher makes no connection between learning goals and students’ prior knowledge, life experiences, and interests. Teacher does not elicit student questions or comments during a lesson.</td>
<td>The teacher makes some connections between the learning goals and the students’ prior knowledge, life experiences and interests. The teacher elicits some questions from students during a lesson to monitor their understanding.</td>
<td>The teacher makes substantial connections, between the learning goals and the students’ prior knowledge, life experiences and interests. The teacher elicits and uses students’ questions and comments during a lesson to extend their understanding.</td>
<td>The teacher facilitates as students connect and apply their prior knowledge, life experiences and interests to new learning and the achievement of learning goals. The teacher builds on students’ questions and comments during lessons to modify instruction.</td>
</tr>
<tr>
<td>Using a variety of instructional strategies to respond to students’ diverse needs.</td>
<td>The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. No adjustments are made to respond to students’ needs.</td>
<td>The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students’ needs.</td>
<td>The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, making some adjustments to respond to students’ needs.</td>
<td>The teacher makes skillful use of a wide repertoire of instructional strategies to engage all or almost all students in learning, making adjustments while teaching to respond to students’ needs.</td>
</tr>
<tr>
<td>Facilitating learning experiences that promote autonomy, interaction and choice</td>
<td>Learning experiences are directed by the teacher, permitting no student autonomy, interaction or choice.</td>
<td>Learning experiences are directed by the teacher and allow limited student autonomy, interaction and choice.</td>
<td>Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy and choice, and to encourage and support student involvement in learning.</td>
<td>Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy and choice in the pursuit of significant learning.</td>
</tr>
<tr>
<td></td>
<td>No learning opportunities are provided for students to engage in problem solving, analysis or inquiry within or across subject matter areas.</td>
<td>Some learning opportunities are provided for students to engage in problem solving within subject matter areas, but little support is given to develop necessary skills.</td>
<td>Learning opportunities and support are provided for students to engage in problem solving, investigating and analyzing subject matter concepts and questions within subject matter areas.</td>
<td>Learning opportunities are provided that extend student thinking and engage and support all or almost all students in problem posing, problem solving, inquiry and analysis of subject matter concepts and questions within or across subject matter areas.</td>
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</tr>
<tr>
<td><strong>Promoting self directed reflective learning for all students.</strong></td>
<td>No opportunities are provided for students to initiate their own learning or to monitor their own work.</td>
<td>Students’ learning is directed and monitored by the teacher and some opportunities are provided for students to reflect on their work individually.</td>
<td>Students are supported in developing skills needed to monitor their own learning. Students reflect on and talk about their own work with peers.</td>
<td>Students take initiative for their own learning, and reflect on, talk about and evaluate their own work with peers.</td>
</tr>
</tbody>
</table>

Teacher’s Name: ____________________________   Evaluator’s Initials: ___________

Date of Observation: ___________________________
### Standard 2: Creating and Maintaining Effective Environments for Student Learning

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>1 = PRACTICE DOES NOT MEET STANDARD</th>
<th>2 = PRACTICE PARTIALLY MEETS STANDARD</th>
<th>3 = PRACTICE MEETS STANDARD</th>
<th>4 = PRACTICE EXEMPLIFIES STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Creating a physical environment that engages all students</td>
<td>The physical environment does not support student learning. There are one or more safety hazards and materials are difficult to access when needed.</td>
<td>The physical environment is arranged for safety and accessibility. It facilitates individual student engagement in learning.</td>
<td>The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.</td>
<td>The arrangement of the physical environment ensures safety and accessibility and facilitates constructive interaction and purposeful engagement for all or almost all students.</td>
</tr>
<tr>
<td>Establishing a climate that promotes fairness and respect</td>
<td>The classroom climate is characterized by unfairness or disrespect, between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behaviors is unfair or inequitable.</td>
<td>A climate of fairness, caring and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.</td>
<td>A climate of fairness, caring and respect is maintained by the teacher. Students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable.</td>
<td>Students ensure that a climate of equity, caring and respect is maintained in the classroom and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.</td>
</tr>
<tr>
<td>Promoting social development and group responsibility</td>
<td>Students' social development, self-esteem and diversity are not supported. Students have no sense of responsibility for each other.</td>
<td>Students respect each other’s differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.</td>
<td>Students respect each other’s differences and work independently and collaboratively, taking responsibility for themselves and their peers.</td>
<td>Students work independently and collaboratively and maintain a respectful classroom community, assume leadership, and are responsible for themselves and their peers.</td>
</tr>
<tr>
<td>Establishing and maintaining standards for student behavior</td>
<td>No standards for behavior appear to have been established, or students are confused about what the standards are.</td>
<td>Standards for behavior have been established by the teacher. The teacher’s response to student behavior is generally appropriate.</td>
<td>Standards for behavior are established, clear to all students and are maintained by the teacher. The teacher’s response to student behavior is</td>
<td>Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.</td>
</tr>
<tr>
<td>Promoting self-directed, reflective learning for all students</td>
<td>Classroom procedure and routines have not been established or are not being enforced.</td>
<td>Procedures and routines have been established and work moderately well, with little loss of instructional time.</td>
<td>Procedures and routines work smoothly, without loss of instructional time.</td>
<td>Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.</td>
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</tr>
<tr>
<td>Using instructional time effectively</td>
<td>Learning activities are often rushed or too long and transitions are rough or confusing, resulting in a loss of instructional time</td>
<td>Instructional time is paced so that most students complete learning activities. Transitions to move into new activities are generally effective.</td>
<td>Pacing of the lesson is appropriate to the activities and enables all or almost all students to engage successfully with the content. Transitions are smooth.</td>
<td>Pacing of the lesson is adjusted as needed to ensure the engagement of all or almost all students in learning activities. Transitions are seamless.</td>
</tr>
</tbody>
</table>

Teacher’s Name: ______________________________________  Evaluator’s Initials: _________

Date of Observation:____________________
### Standard 3: Understanding and Organizing Subject Matter for Student Learning

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>1 = PRACTICE DOES NOT MEET STANDARD</th>
<th>2 = PRACTICE PARTIALLY MEETS STANDARD</th>
<th>3 = PRACTICE MEETS STANDARD</th>
<th>4 = PRACTICE EXEMPLIFIES STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstrating knowledge of subject matter and student development</td>
<td>The teacher’s working knowledge of subject matter and student development is inconsistently evident, does not adequately support students’ learning, or may not be current.</td>
<td>The teacher’s working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students’ learning, and is usually current.</td>
<td>The teacher’s working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students’ learning, and is current.</td>
<td>The teacher’s working knowledge of subject matter and individual students’ development incorporate a broad range of perspectives, strongly supports all students’ learning and is current.</td>
</tr>
<tr>
<td>Organizing curriculum to support student understanding of subject matter</td>
<td>The curriculum is not organized and it rarely values different perspectives or rarely supports students’ understanding of core concepts.</td>
<td>The curriculum is loosely organized, inconsistently demonstrates concepts and skills without revealing or valuing different perspectives; supports an understanding of core concepts for some students.</td>
<td>The curriculum is organized and sequenced, demonstrates concepts, themes and skills; reveals and values different perspectives; and supports an understanding of core concepts for all students.</td>
<td>The curriculum is organized and sequenced and demonstrates concepts, themes, and skills and the relationships between them. It reveals and values a broad range of perspectives and is organized to ensure that all students develop a deep understanding of core concepts.</td>
</tr>
<tr>
<td>Interrelating ideas and information within and across subject matter areas</td>
<td>The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students’ understanding.</td>
<td>The teacher identifies some key concepts and information within the curriculum, and attempts to relate content to previous learning without extending students’ understanding.</td>
<td>The teacher identifies and integrates key concepts and information within the curriculum, related content to students’ lives and uses previous learning to extend students’ understanding.</td>
<td>The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning, and use this to extend their understanding.</td>
</tr>
<tr>
<td>Developing student understanding through instructional strategies that are appropriate to the subject matter</td>
<td>Instructional strategies are not appropriately matched to content or concepts and do not encourage students to think critically or to extend their knowledge.</td>
<td>The teacher may use a few strategies to make the content accessible to students, and may encourage some students to think critically to extend their knowledge of subject matter.</td>
<td>The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject matter.</td>
<td>A repertoire of instructional strategies is used to make content accessible to all students, to challenge them to think critically, and to deepen their knowledge of and enthusiasm for subject matter.</td>
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</tr>
<tr>
<td>Using materials, resources and technologies to make subject matter accessible to students.</td>
<td>Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.</td>
<td>Instructional materials, resources and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.</td>
<td>Instructional materials, resources and technologies support the curriculum and promote students’ understanding of content and concepts. Materials reflect diverse perspectives.</td>
<td>A range of instructional materials, resources and technologies are integrated into the curriculum to extend students’ understanding of content and concepts. Materials reflect diverse perspectives.</td>
</tr>
</tbody>
</table>

Teacher’s Name: ___________________________    Evaluator’s Initials: ________

Date of Observation: ______________________
### Standard 4: Planning Instruction and Designing Learning Experiences for All Students

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>1 = PRACTICE DOES NOT MEET STANDARD</th>
<th>2 = PRACTICE PARTIALLY MEETS STANDARD</th>
<th>3 = PRACTICE MEETS STANDARD</th>
<th>4 = PRACTICE EXEMPLIFIES STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drawing on and valuing students’ backgrounds, interests and developmental learning needs</td>
<td>Instructional plans do not match or reflect students’ backgrounds, experiences, interests and developmental needs and do not support students’ learning.</td>
<td>Instructional plans are partially drawn from information about students’ backgrounds, experiences, interests and developmental needs to support students’ learning.</td>
<td>Instructional plans reflect students’ backgrounds, experiences, interests and developmental needs to support students’ learning.</td>
<td>Instructional plans build on students’ backgrounds, experiences, interests and developmental needs to support all students’ learning.</td>
</tr>
<tr>
<td>Establishing and articulating goals for student learning</td>
<td>Instructional goals are not established or do not address students’ language, experiences, or home and school expectations. Expectations for students are low.</td>
<td>Some instructional goals address students’ language, experiences, and/or home and school expectations. Expectations for students are inconsistent.</td>
<td>Short-term and long-term instructional goals are based on students’ language, experiences, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.</td>
<td>Short-term and long-term instructional goals are set by teachers and students and integrate students’ language, experiences, or home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are generally high.</td>
</tr>
<tr>
<td>Developing and sequencing instructional activities and materials for student learning</td>
<td>Instructional activities and materials are not appropriate to the students or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.</td>
<td>Instructional activities and materials are partially appropriate to the students or the instructional goals and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.</td>
<td>Instructional activities and materials are appropriate to the students or the instructional goals, make content and concepts relevant and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.</td>
<td>Instructional activities and materials are differentiated to reflect individual students’ interests and developmental needs and engage all students in meaningful learning. Activities support the instructional goals and are logically sequenced to clarify content and concepts.</td>
</tr>
<tr>
<td>Designing short-term and long-term plans to foster student learning</td>
<td>Individual lesson plans have little or no relation to long term goals or a unit plan has little</td>
<td>Long-term plans have a recognizable structure, although the sequence of individual lessons</td>
<td>Long-term plans have a coherent structure, with learning activities in individual lessons well sequenced to</td>
<td>Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students</td>
</tr>
<tr>
<td>Modify instructional plans to adjust for student needs</td>
<td>Instructional plans are not modified, in spite of evidence that modifications would improve student learning.</td>
<td>Modifications to instructional plans address only superficial aspects of the lesson.</td>
<td>Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.</td>
<td>Instructional plans are modified as needed, based on formal and informal assessment and students’ suggestions, to ensure deeper conceptual understanding by all students.</td>
</tr>
</tbody>
</table>

Teacher’s Name: ______________________________    Evaluator’s Initials: ______

Date of Observation:___________________
### Standard 5: Assessing Student Learning

<table>
<thead>
<tr>
<th>ELEMENT</th>
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<th>4 = PRACTICE EXEMPLARYS STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establishing and communicating learning goals for all students</td>
<td>Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.</td>
<td>Learning goals are established to meet school and district expectations. Goals are communicated to all students without revision.</td>
<td>Learning goals are established in relation to students’ needs and the curriculum and meet district and state expectations. Goals are communicated to all students and their families and are revised as needed.</td>
<td>Learning goals are established by the teacher, students and families. They are appropriate to students’ needs and the curriculum and meet district and state expectations. Goals are communicated to all students and families and are revised as needed.</td>
</tr>
<tr>
<td>Collecting and using multiple sources of information to assess student learning</td>
<td>The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students’ learning.</td>
<td>The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.</td>
<td>The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.</td>
<td>The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.</td>
</tr>
<tr>
<td>Involving and guiding all students in assessing their own learning</td>
<td>The teacher does not encourage students to reflect on or assess their own work.</td>
<td>Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.</td>
<td>Student reflection and self assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand their own work and discuss it with peers.</td>
<td>Ongoing student reflection and self assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.</td>
</tr>
<tr>
<td>Using the results of assessment to guide instruction</td>
<td>Information about student learning is inappropriately or not used by the teacher to plan, guide or adjust instruction.</td>
<td>Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while</td>
<td>Information from a variety of assessments is used to plan and modify learning activities and to meet class and individual needs and achievement. Assessments are occasionally used to</td>
<td>Information from a variety of ongoing assessments is used to plan and modify learning activities and to support class and individual student needs and achievement. Assessments are used</td>
</tr>
<tr>
<td><strong>Communicating with students, families and other audiences about student progress</strong></td>
<td>The teacher provides some information about student learning to students, families and support personnel, but the information is incomplete or unclear.</td>
<td>The teacher provides information about student learning to students, families and support personnel to promote understanding and academic progress.</td>
<td>The teacher regularly exchanges information about student learning with students, families and support personnel in ways that improve understanding and encourage academic progress.</td>
<td>Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.</td>
</tr>
</tbody>
</table>

Teacher’s Name: _______________________________  Evaluator’s Initials: _________
Date of Observation:____________________

# Standard 6: Developing as a Professional Educator

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>1 = PRACTICE DOES NOT MEET STANDARD</th>
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<th>3 = PRACTICE MEETS STANDARD</th>
<th>4 = PRACTICE EXEMPLIFIES STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reflecting on teaching practice and planning professional development</td>
<td>The teacher may reflect on specific problems or areas of concern in his/her teaching practice, but rarely uses reflection to improve instruction.</td>
<td>The teacher reflects on some lessons and areas of concern in his/her teaching practice and may use reflection to plan professional development.</td>
<td>The teacher reflects on his/her teaching practice in relation to areas of concern and student learning and may use reflection to plan professional development.</td>
<td>The teacher reflects on his/her teaching practice in relation to student learning and instructional goals and plans professional development based on reflection.</td>
</tr>
<tr>
<td>Establishing professional goals and pursuing opportunities to grow professionally</td>
<td>Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.</td>
<td>Professional goals are established with assistance. The teacher pursues some opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.</td>
<td>Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills. The teacher participates in the professional community.</td>
<td>Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community.</td>
</tr>
<tr>
<td>Working with communities to improve professional practice</td>
<td>The teacher has limited knowledge of students’ communities or how to access them to provide learning experiences or to promote collaboration with the school.</td>
<td>The teacher understands the importance of students’ communities, but is not sure how to apply this to benefit students and families to provide learning experiences, or promote collaboration.</td>
<td>The teacher understands students’ communities and develops knowledge of them to benefit students and families, provide experiences to support learning, and support collaboration between school and community.</td>
<td>The teacher understands students’ communities and uses knowledge of them to benefit students and families, provide students with experiences that support learning, and promote collaboration between school and community.</td>
</tr>
<tr>
<td>Working with families to improve professional practice</td>
<td>The teacher may demonstrate an understanding of students’ families, but is not sure how to provide opportunities for participation in the classroom or school.</td>
<td>The teacher demonstrates some understanding of students’ families, initiates communication, and may provide some opportunities for families to participate</td>
<td>The teacher understands students’ families, develops positive communication and provides opportunities for families to participate in the classroom or school.</td>
<td>The teacher understands students’ families, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the</td>
</tr>
<tr>
<td>Working with colleagues to improve professional practice</td>
<td>The teacher rarely converses with colleagues, or seeks out other staff to meet student needs, and rarely participates in school or district learning events</td>
<td>The teacher engages in dialogue with some colleagues, seeks out staff to help meet students’ needs, and participates in some school-wide events.</td>
<td>The teacher engages in dialogue with colleagues, collaborates with staff to meet students’ needs, and participates in school-wide events.</td>
<td>The teacher engages in dialogue and reflection and collaborates with colleagues to meet students’ needs, and contributes to school-wide and district-wide decision-making, events and professional development.</td>
</tr>
</tbody>
</table>

Teacher’s Name: _________________________________ Evaluator’s Initials: _______

Date of Observation:___________________
## Standard 7: OMI Expectations

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>1 = PRACTICE DOES NOT MEET STANDARD</th>
<th>2 = PRACTICE PARTIALLY MEETS STANDARD</th>
<th>3 = PRACTICE MEETS STANDARD</th>
<th>4 = PRACTICE EXEMPLIFIES STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance with school policy and employment agreement</td>
<td>The teacher has repeated incidents of failure to comply with school policy and/or the employment agreement.</td>
<td>The teacher complies with select school policies but noticeably does not comply with other policies and/or fails to meet all expectations of the employment agreement.</td>
<td>The teacher substantially complies with school policies and elements of the employment agreement, but occasionally neglects one of more of those expectations.</td>
<td>The teacher fully complies with all school policies and elements of the employment agreement.</td>
</tr>
<tr>
<td>Adherence to deadlines</td>
<td>The teacher has a number of instances where s/he fails to meet deadlines and/or completes documents/tasks below standard.</td>
<td>The teacher meets most deadlines and completes tasks to standard.</td>
<td>The teacher consistently meets deadlines and required documents/tasks are completed to standards. On very rare occasions, a deadline is missed.</td>
<td>The teacher consistently meets and often anticipates deadlines and the required documents/tasks are completed to standard.</td>
</tr>
<tr>
<td>Alignment with and support of the school’s mission and philosophy</td>
<td>The teacher demonstrates a misunderstanding of and/or regularly fails to accurately articulate the school’s mission to colleagues, students, families, and the public.</td>
<td>For the most part, the teacher understands and regularly articulates the school’s mission to colleagues, students, families, and the public, but at times the teacher does so in ways that indicate the teacher only partially agrees with and supports that mission and philosophy.</td>
<td>The teacher understands and regularly articulates the school’s mission to colleagues, students, families, and the public in ways that indicate the teacher agrees with and supports that mission and philosophy.</td>
<td>The teacher understands and regularly articulates the school’s mission to colleagues, students, families, and the public in ways that indicate the teacher agrees with and supports that mission and philosophy. The teacher goes “above and beyond” to help OMI students achieve their academic, college-going, character development, leadership development, and physical fitness potential. The teacher goes “above and beyond” to help families in their role as the primary educators of their children. The teacher goes “above and beyond” in helping colleagues fulfill the mission and philosophy of the school.</td>
</tr>
<tr>
<td>Punctuality</td>
<td>The teacher has repeated incidents of being late to assigned classes, supervision, meetings and activities.</td>
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<tr>
<td></td>
<td>The teacher occasionally is late to assigned classes, supervision, meetings and activities and/or does not always communicates with the administration about the reasons for the tardiness.</td>
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</tr>
<tr>
<td></td>
<td>The teacher is one time to nearly all assigned classes, supervision, meetings and activities and when an urgent matter prevents timely attendance, the teacher almost always communicates those reasons to the administration.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>The teacher is one time to all assigned classes, supervision, meetings and activities and when an urgent matter prevents timely attendance, the teacher communicates those reasons to the administration.</td>
<td></td>
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</tr>
</tbody>
</table>

Teacher’s Name: ______________________________  Evaluator’s Initials: _______

Date of Observation:__________________
**Action Item I.1**

**Personnel Actions**

**Background:** Approve personnel changes.

**Recommendation:** The Oakland Military Institute (OMI) Administration recommends approval of personnel changes.
Action Item I.2
Teacher Salary Schedule (revised)

**Background:** The 2020-2021 Teacher Salary Schedule was approved by the Oakland Military Institute (OMI) Board at its April 13, 2020 meeting. The OMI Administrative Staff will provide the Board with a revision to the Teacher Salary Schedule to include stipends for degrees earned and for National Board Certification.

**Recommendation:** The OMI Board of Directors approve the Revised Teacher Salary Schedule (attached).
### OMI Certificated Salary Schedule

<table>
<thead>
<tr>
<th>Service Years</th>
<th>BA</th>
<th>BA +30</th>
<th>BA +60</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>59,441</td>
<td>60,960</td>
</tr>
<tr>
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<td>60,197</td>
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<tr>
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<td></td>
<td>91,427</td>
</tr>
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<td>21 or more</td>
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<td>91,427</td>
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</tbody>
</table>

**Stipends**

- Masters Degree: $500
- Doctorate Degree: $1,000
- National Brd Cert: $1,500
Questions?

If you have any questions, comments, or concerns please feel free to contact:

Superintendent – LTC Stanley Echols  
sechols@omiacademy.org

or

Admin. Assistant – Ms. Kristie Briseño  
kbriseno@omiacademy.org