

**COOPERATIVE AGREEMENT
BY & BETWEEN
CALIFORNIA MILITARY DEPARTMENT
AND
THE PERRIS UNION HIGH SCHOOL DISTRICT
AND THE DISTRICT'S
CALIFORNIA MILITARY INSTITUTE**

I. General: In accordance with the California Military and Veterans Code, Section 532:

(a) (1) Subject to subdivision (b), the Adjutant General may enter into a cooperative agreement with the governing board of a school district or a county office of education for the purpose of establishing, pursuant to existing statutory authority in the Education Code, a military academy to be operated as a charter school, pursuant to Part 26.8 (commencing with Section 47600) of Division 4 of Title 2 of the Education Code, or as one of the existing alternative education options, available under the Education Code. The program would provide a structured, disciplined environment that would be conducive to learning in a college preparatory environment. In addition to academic skills, students would develop leadership, self-esteem, and a strong sense of community. An academy established pursuant to this section shall comply with the Education Code.

This Cooperative Agreement is executed by and between the California Military Department (CMD), the Perris Union High School District (PUHSD) and the California Military Institute (CMI), ("the Parties"). CMI is a PUHSD Nonresidential Dependent Public Charter School.

II. Background: The California Military Institute ("CMI") is a publicly funded charter school established and operating under the provisions of the Charter Schools Act of 1992, Education Code 47600 et seq. The CMI has been operating since 2003 under a charter petition ("Charter") approved by PUHSD. The Charter was renewed for a five-year period beginning July 1, 2018 and ending June 30, 2023. It is aligned with the California Military Department's (CMD) California Corps of Cadets (CACC) for all military instruction. The mission of California Military Institute is to ensure high levels of learning for all students through academic rigor, leadership development, high character expectations, and social-emotional support to prepare students to be college and career ready.

III. TERM: The term of this cooperative agreement shall be from 1 July 2022 through and until 30 June 2027 unless terminated upon thirty (30) days written notice to the other party in accordance with Article XI of this Agreement.

IV. GOVERNANCE: CMD and CMI understand and agree that the PUHSD shall be the governing agency of CMI.

V. RESPONSIBILITIES AND REQUIREMENTS OF PUHSD: PUHSD Board shall follow all local, state, and federal laws, comply with the terms of CMI Charter and shall:

- 1) Pursuant to the provisions of the Charter Schools Act of 1992, Education Code section 47600 et seq., and the terms of the MOU between PUHSD and CMI, PUHSD shall continue to provide supervision and oversight of CMI as the chartering agency to include providing leadership and direction for the educational program at CMI, the hiring: a principal, teachers, and support staff with the CMI Principal entrusted with managing the site, facilities, student discipline, instruction and other related responsibilities.
- 2) PUHSD shall provide and maintain offices and classrooms to support assigned CMD personnel to CMI. As the senior representative of PUHSD at CMI, the CMI Principal retains authority to identify and assign workspaces for all CMI and CMD personnel on campus. CMI's provision of workspace facilities will include adequate space for CMD personnel to conduct all tasks associated with supporting CMI's mission.
- 3) Provide for any needs of CMI not authorized in the Governor's budget to CMD or appropriated to CMI by the Department of Education.
- 4) Work with CMD to develop a long-term strategic plan for the operation of CMI.
- 5) Document and track all reimbursable expenditures and submit requests for payment via invoice to CMD as outlined in Section XIII of this agreement.

VI. RESPONSIBILITIES AND REQUIREMENTS OF CMD: PUHSD/CMI acknowledge that CMD personnel act in a supporting not subordinate role to CMI/PUHSD personnel and operations. CMD personnel shall follow all local, state, and federal laws, comply with the terms of the CMI Charter. Additionally, CMD shall:

- 1) Provide funding for CMI as authorized annually in the Governor's budget to support the role of CMD in CMI subject to Military Department approval as necessary.
- 2) Provide CMD full-time Staff to include an OIC/NCOIC Senior Leader representative to support the mission of CMI and in accordance with allocated funds as determined by the Governor's Budget and available program funds as determined by CMD YCPTF on a yearly basis.
- 3) In consultation with the Commander of Youth and Community Programs Task Force (YCPTF), the PUHSD Superintendent, and CMI Principal, the General officer Executive Personnel Council (GOEPC) shall appoint a CMD Officer in Charge (OIC) / Non-commissioned Officer in Charge (NCOIC) as the Senior Level CMD school Representative. The selecting supervisor for all CMD personnel at CMI is the CMD CMI OIC/NCOIC in consultation with the CMI Principal.

- 4) CMD personnel shall act in an advisory/support role to CMI staff and instructors.
- 5) The CMD CMI OIC/NCOIC and Principal are expected to work in harmony on all CMI related duties and activities. When differences occur that cannot be resolved at the local level, the matter will be referred to the Commander of YCPTF and the PUHSD Superintendent or designee for resolution. When differences occur that cannot be resolved at the Commander of YCPTF and the PUHSD Superintendent or designee level, the matter will be referred to the Adjutant General or designee for final resolution.
- 6) The CMD CMI OIC/NCOIC is the Commander of all CMD personnel at CMI and shall create and maintain a military environment and facilitate a military training program that will:
 - a. Develop leadership traits in students; and
 - b. Emphasize teamwork by students; and
 - c. Foster student physical fitness; and
 - d. Reinforce life skills and promote the likelihood of future success; and
 - e. Instill self-discipline in students.
- 7) The Principal and CMD CMI OIC/NCOIC shall facilitate the successful operation and integration of CMD personnel into the CMI. The CMD CMI OIC/NCOIC will allocate CMD personnel in accordance with CMD position descriptions.
- 8) CMI CMD personnel responsibilities consist of Campus supervision duties including morning, lunch, after school, and passing periods throughout the day. The CMD CMI OIC/NCOIC and CMI Principal will work collaboratively prior to each semester to determine staffing requirements and coverage schedules.
- 9) CMD personnel shall comply with all norms established for meetings, communication, community interactions, instruction, discipline, and reporting structures in accordance with the CMI Charter and PUHSD Board Policies and administrative regulations.
- 10) All CMD assigned personnel shall be required to comply with the requirements of set forth by the PUHSD Human Resources, including but not limited to Education Code Section 45125.1 with respect to fingerprinting of any CMD personnel who may have contact with students at CMI or within PUHSD.
- 11) All CMD assigned personnel shall be required to comply with all PUHSD and CMI Rules and regulations governing the health, safety and security of PUHSD and CMI, its students, staff, facilities and property. This may include but is not limited to demonstrating Tuberculosis Clearance, Drug Screening,

and written acceptance by CMD personnel of specific PUHSD or CMI rules, regulations, or policies, such as the PUHSD policy relating to transporting students, issuance of keys and/or alarm access codes, use of email or CMI equipment.

- 12) Should CMD personnel be issued keys to access all or part of the CMI campus, it is expressly understood that CMD will be responsible for the cost to rekey the campus or area of campus if any keys are lost or not returned at the conclusion of the employment of any CMD assigned personnel, or upon the termination of this agreement.
- 13) PUHSD and CMI do not intend to provide CMD personnel with access to or visibility of student records. Should CMD personnel have access to or visibility of student records, it will immediately report such instances to the CMI Principal who will in turn report it to the PUHSD Superintendent or designee. CMD will comply with all necessary actions as determined by the CMI and PUHSD.
- 14) When CMD personnel are absent due to military or personal obligations, remaining CMD personnel will make every effort to fulfill CMD obligations in support of the CMI Mission.
- 15) PUHSD and CMI may determine that one or more assigned CMD personnel may drive students to specific events or programs as determined by the PUHSD Superintendent or designee. If CMD personnel drive students as part of their duties, CMD will comply with all regulations set forth by PUHSD.

VII: AUTHORITY INVOLVING PERSONNEL MATTERS: CMI and CMD shall comply with all local, state, and federal laws, PUHSD Board Policies, CMD Policies and Regulations, the CMI Charter, and the following:

- 1) Initial appointment and separation of CMD personnel shall comply with CMD policy and regulation. The selecting supervisor for appointments of CMD personnel is the CMD CMI OIC/NCOIC. When a mutually acceptable resolution regarding the initial appointment of CMD personnel cannot be reached, the decision of the CYCPTF in consultation with the PUHSD Superintendent shall be final.
- 2) On or before July 1st of each school year, the CMD CMI OIC/NCOIC will provide a complete list of CMD personnel via e-mail to the CMI Principal. The list will include the name, rank, and assignment at CMI. Any changes will be similarly communicated within ten days.
- 3) All CMD personnel SAD Position Descriptions (CMD Form 900-13) may be provided to PUHSD/CMI upon request.

- a. CMD is responsible for approving and updating all CMD SAD Position Descriptions (CMD Form 900-13) to include duties, responsibilities, and essential functions in accordance with CMD policies and regulations.
 - b. CMD staff will be utilized in accordance with their CMD SAD Position Description (CMD Form 900-13) duties, responsibilities, and essential functions.
 - c. The CMD CMI OIC/NCOIC and CMI Principal will work collaboratively prior to each semester to ensure CMD staff are used in accordance with their respective SAD Position Descriptions to support the mission of CMI
 - d. Request to utilize or assigned duties to CMD personnel outside of their official SAD Position Description will be made in writing to the CMD CMI OIC/NCOIC at least two weeks prior to the approval and implementation of the request.
 - e. Approved requests shall not be permanent unless duties are added into CMD personnel's Official SAD Position Description (CMD Form 900-13).
- 4) PUHSD or CMI may immediately remove or order the removal of or deny access to facilities and events to those CMD personnel who fail to adhere to all PUHSD and CMI rules, regulations, and policies, including but not limited to satisfying the fingerprinting requirement as provided in Education Code Section 45125.1, and all health and safety requirements requested by PUHSD or CMI.
 - 5) In the event PUHSD has any concern surrounding the well-being or safety of its students, staff, facilities, or programs, PUHSD may immediately order the removal of any CMD personnel from its facilities, events, etc., either on a temporary basis or on a permanent basis, while working through the processes or issues as described below in paragraphs (6) through (9) below in this (VII) Section to resolve such matters
 - 6) Within (10) days of an order/action to remove or deny an individual or group of CMD personnel access to PUHSD and CMI facilities and events (as cited in paragraph 4 or 5 above), PUHSD and CMI will provide written notification detailing the issues, violations, or reasons to the YCPTF Commander.
 - 7) Following written notification to the CMD CMI OIC/NCOIC, PUHSD/CMI administration shall have the right to question CMD personnel regarding formal student, parent, and staff complaints and the resulting investigations. The CMD CMI OIC/NCOIC or CMD Representative shall have the right to be present during any PUHSD/CMI administration questioning of CMD personnel regarding formal student, parent, and staff complaints and the resulting investigations.
 - 8) In the event of performance and or conduct concerns that may lead to the discipline of CMD personnel, PUHSD/CMI shall provide a written notice detailing concerns, issues, or complaints to the CMD CMI OIC/NCOIC.

- a. The CMD CMI OIC/NCOIC or YCPTF Designee shall meet with CMD personnel to investigate and document any reported concerns, issues, or complaints.
 - b. The resolution to concerns, issues, or complaints may be shared with the CMI Principal or PUHSD designee within 10 days of resolution through a detailed memorandum for record to ensure all areas identified by PUHSD/CMI were addressed including specific actions taken to address performance or conduct issues.
 - a. CMD shall be provided a copy of any final investigative report by PUHSD regarding any complaint of performance and or conduct concerns that may lead to the discipline of CMD personnel. PUSD may be provided a copy of any final investigative report by CMD regarding any complaint of performance and or conduct concerns that may lead to the discipline of CMD personnel pending the Office of the Staff Judge Advocate approval in accordance with Army Regulation 27-40.
- 9) The CMD CMI OIC/NCOIC shall regularly evaluate CMD personnel.
- a. CMI administrators may provide feedback to the CMD CMI OIC/NCOIC regarding CMD personnel performance.
 - b. All initial feedback concerns or deficiencies noted by CMI administrators concerning CMD CMI staff will be communicated in either a verbal or written format to the CMD CMI OIC/NCOIC
 - c. If concerns or deficiencies noted by CMI administrators concerning CMD CMI staff persist, PUHSD/CMI will provide a written notice detailing deficiencies and recommended corrective actions to the CMD CMI OIC/NCOIC.
 - d. The CMD CMI OIC/NCOIC will meet with the CMD member to create a Performance Improvement Plan or generate a Proposed Disciplinary Action in accordance with CMD policy and regulation. Any documentation at this level may be shared with the CMI Principal through a memorandum for record to ensure all areas identified by PUHSD/CMI were addressed.
 - e. The CMD CMI OIC/NCOIC may choose to utilize CMI administrators' feedback on CMD personnel state active-duty evaluations.
- 10) PUHSD/CMI shall control physical access to PUHSD/CMI campuses, CMD personnel shall notify PUHSD/CMI office staff of their presence on campus in accordance with CMI access and accountability regulations.
- a. PUHSD/CMI will provide written notification to the CMD CMI OIC/NCOIC informing them of any access revocation of CMD personnel to PUHSD/CMI campuses.

VIII: GOVERNOR'S BUDGET AND ALLOWABLE EXPENDITURES: A Not To Exceed (NTE) annual amount for allowable CMI reimbursement operating expenses

will be determined by the governor's annual budget and available program funds as determined by CMD YCPTF on a yearly basis.

The State Fiscal year runs from 01 July XX to 30 June XX. Funds reimbursed to CMI will not exceed the YCPTF allocated amounts per each State fiscal year for Category 3 operating expenses. YCPTF will authorize and provide a NTE amount for the current program year directly to CMI no later than 1 August for that current year.

All funds authorized in the Governor's annual budget and as determined by CMD Youth and Community Programs Task Force (YCPTF) to support the role of CMD at CMI shall follow a "Spend Plan" that will include the following to be utilized for operating expenses as listed below in items 1 through 11:

- 1) Uniforms and all related accessories including alterations and embroidery.
- 2) Flags, poles, guidons, trumpets, and other military parade accessories; and
- 3) Military awards and decorations
- 4) Student transportation to support cadet leadership, character, and athletic development
- 5) Administrative supplies
- 6) Base charges (transient costs) for outdoor education training such as ROPES, orienteering, bivouacs, leadership schools
- 7) Training aids, supporting goods, bivouac equipment, marksmanship and archery supplies, technology needs, medical equipment, obstacle course structures and maintenance
- 8) Supply room furnishings and equipment
- 9) Cadet travel expenses
- 10) Radios, portable PA system and communication accessories.
- 11) Any other expenditure deemed allowable by CMD for CMI operating expenses.

IX. LEGAL REQUIREMENTS: In accordance with the California Military and Veterans Code, CMD enters into this Cooperative Agreement knowing that CMI will operate as a Nonresidential Dependent Public Charter School.

Both parties agree that CMI will operate as a Dependent Public Charter School, authorized and established in accordance with California law to perform educational services consistent with its Dependent Charter as granted by the PUHSD Board of Trustees.

This Cooperative Agreement is valid and enforceable only if funds are allocated by the Budget Act for each Fiscal Year that this Cooperative Agreement is in effect. This Cooperative Agreement is subject to all restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bills or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Cooperative Agreement.

X. FINANCIAL OVERSIGHT AND MONITORING: CMD reserves the right for the CMD Internal Review Office or any authorized representative to audit all financial and compliance records maintained by PUHSD and CMI in connection with CMD operations and services provided at CMI. CMD agrees that all audits will be at CMD expense and CMI agrees to provide CMD or its authorized representative with reasonable access to CMI records in the event of any audit.

XI. INDEMNIFICATION: CMI and CMD shall hold each other harmless, defend, and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, which arise out of or are in any manner directly or indirectly connected with the indemnifying party's acts or omissions in the performance of its obligations under this Cooperative Agreement.

XII. AMENDMENTS: This agreement may be amended by mutual agreement in writing by all parties.

XIII. INVOICING AND PAYMENT: CMI shall provide invoice and receipts to YCPTF's Resource Manager within the fiscal year on a quarterly basis for reimbursement payment. YCPTF Resource Manager, will review documents and submit invoice for payment to CMD accounts payable department. SCO will mail reimbursement check to school district within 45 days of invoice receipt.

XIV. CONTRACT ADMINISTRATION:

A. The primary Contractor Cooperative Agreement Manager shall be as follows:

Contractor:	Perris Union High School District
Name:	Sylvia Hinojosa
Phone:	951-943-6369
E-Mail:	sylvia.hinojosa@puhsd.org

B. The State Cooperative Agreement Administrator shall be as follows:

Agency:	California Military Department
Name:	MSG Mario Mayorquino
Phone:	909-553-8701
E-Mail:	mario.mayorquino@cmd.ca.gov

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

XV. SEVERABILITY/TERMINATION: The parties shall have the right to terminate this Cooperative Agreement upon thirty (30) days written notice to the other parties.

XVI. AMENDMENT: No amendment or variation of the terms of this Cooperative Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Cooperative Agreement is binding on any of the parties.

The parties hereto have executed this Cooperative Agreement.

SIGNATURES:

MAJ Chris Schoenwandt _____
Printed Name Date

Signed, Chief, Purchasing and Contracting Branch, California Military
Department

COL Kenneth M. Koop _____
Printed Name Date

Signed, Chief of Staff, Youth and Community Programs Task Force

Grant Bennett _____
Printed Name Date

Signed, Superintendent, Perris Union High School District