



REGULAR MEETING

March 2, 2022

4:00 p.m.

Location: The public meeting will be conducted onsite with limited seating at 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream <https://www.youtube.com/watch?v=ey7WOp3xqUI>

ORANGE COUNTY BOARD OF EDUCATION  
AGENDA

WELCOME

CALL TO ORDER

STATEMENT OF PRESIDING OFFICER: For the benefit of the record, this Regular Meeting of the Orange County Board of Education is called to order.

ROLL CALL

(\*) AGENDA

Regular Meeting of March 2, 2022 – Adoption

(\*) MINUTES

Special Meeting of February 1, 2022 – Approval  
Regular Meeting of February 2, 2022 – Approval

PUBLIC COMMENTS (related to Closed Session)

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION- Orange County Board of Education v. Newsom Case Number 30-2021-01233170 - Government Code §§ 54956.9(a) and (d)(1)

CLOSED SESSION 2

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. OC Superintendent of Schools, Al Mijares, and State Superintendent of Public Instruction, Tony Thurmond Case No 30-2019-01112665-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

CLOSED SESSION 3

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. Orange County Committee on School District Organization – Case Number 30-2022-01242499-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

CLOSED SESSION 4

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Michael Sean Wright v. Orange County Board of Education and Al Mijares, Orange County Superintendent of Schools – Case Number 30-2022-01243638-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

INVOCATION

5:00 p.m.

Ric Olsen, Pastor  
Beacon Church, Orange  
[www.thebeacon.church](http://www.thebeacon.church)

## PLEDGE OF ALLEGIANCE

## INTRODUCTIONS

## PUBLIC COMMENTS (30 minutes)

## CONSENT CALENDAR

- (\*) 1. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (\*) 2. Adopt Resolution #06-22 to recognize April 9-15, 2022 as Week of the Young Child.
- (\*) 3. Adopt Resolution #07-22 to recognize April 2022 as Public Schools Month.
- (\*) 4. Approve invoice #3250800 in the amount of \$49,450.52 for Haight, Brown & Bonesteel LLP.
- (\*) 5. Approve invoice #9823 in the amount of \$8,247.00 for the Law Offices of Margaret A. Chidester & Associates.

## CHARTER SCHOOLS

- 6. Charter submissions
- 7. Irvine International Academy Update
- (\*) 8. Board action on the proposed changes submitted by Explore Academy to the standard Agreement.

## BOARD RECOMMENDATIONS

- 9. Presentation - Review of Superintendent Salary by Greg Rolen (Williams)
- (\*) 10. Resolution – Superintendent Salary 2022-2026 term (Williams)

## STAFF RECOMMENDATIONS

- (\*) 11. Presentation & Public Hearing – A-G Completion Improvement Grant Plan for OCDE
- (\*) 12. Presentation & Public Hearing – A-G Completion Improvement Grant Plan for CCPA
- (\*) 13. Approve revisions to the annual budget in excess of \$25,000 as per Education Code Section 1280. These revisions have been included in the Second Interim Report that is certified Positive by the County Superintendent of Schools.

## INFORMATION ITEMS

### COMMUNICATION/INFORMATION/DISCUSSION

- Website Committee Report
- Executive Committee- SB 286 and Lobbyist Contract
- County Committee decision on Redistricting

### ANNOUNCEMENTS

- Superintendent
- Deputy Superintendent

### Legislative Updates

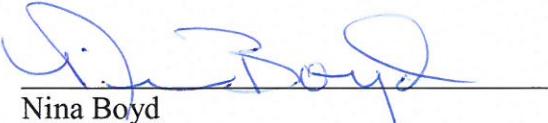
- CSBA Update
- CCBE Update
- NSBA Update
- Capitol News Update
- School Services Update

### COMMITTEE REPORT

### BOARD MEMBER COMMENTS

## PUBLIC COMMENTS

## ADJOURNMENT



Nina Boyd  
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, April 6, 2022 at 5:00 p.m. The meeting will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92626 with limited seating and via YouTube live stream.

Individuals with disabilities in need of copies of the agenda and/or the agenda packet or in need of auxiliary aides and services may request assistance by contacting Darou Sisavath, Board Clerk at (714) 966-4012.

(\*) Printed items included in materials mailed to Board Members



MINUTES  
Emergency Meeting  
February 1, 2022



ORANGE COUNTY BOARD OF EDUCATION  
Emergency Meeting Minutes

WELCOME

CALL TO ORDER

The Emergency Meeting of the Orange County Board of Education was called to order by Board President Barke at 2:01 p.m., February 1, 2022 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

ROLL CALL

Present:  
Lisa Sparks, Ph.D.  
Ken L. Williams, D.O.  
Mari Barke  
Tim Shaw  
Rebecca "Beckie" Gomez

PLEDGE

Trustee Williams

PUBLIC COMMENTS

None

(\*) AGENDA

Motion by Williams, seconded by Sparks, and carried by a vote of 5-0 to approve the agenda of the Emergency meeting of February 1, 2022.

The Board took a recess to go into closed session from 2:02 p.m. to 3:16 p.m.

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. Orange County Committee on School District Organization – Case Number 30-2022-01242499-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

Closed Session Report Out

Mr. Brenner reported, in closed session the Board held a discussion and gave direction to counsel.

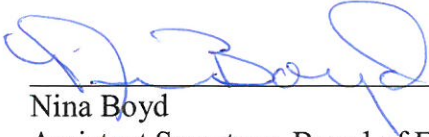
BOARD RECOMMENDATIONS

1. Motion by Williams, seconded by Barke, and carried by a vote of 4-1 (Williams, Barke, Sparks, and Shaw voted Yes; Gomez voted No) to adopt a Resolution on County Board Of Education Redistricting Plan.

ADJOURNMENT

On a motion duly made, and seconded, the Emergency Board meeting of February 1, 2022 adjourned at 3:22 p.m.





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Nina Boyd  
Assistant Secretary, Board of Education

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Mari Barke  
President, Board of Education

Next Regular Board Meeting: Wednesday, February 2, 2022 at 5:00 p.m. The meeting will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92626 with limited seating and via YouTube live stream. Individuals with disabilities in need of copies of the agenda and/or the agenda packet or in need of auxiliary aides and services may request assistance by contacting Darou Sisavath, Board Clerk at (714) 966-4012.

MINUTES  
Regular Meeting  
February 2, 2022

DB

ORANGE COUNTY BOARD OF EDUCATION  
MINUTES

WELCOME

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by Board President Barke at 4:00 p.m., February 2, 2022 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

ROLL CALL

Present:  
Lisa Sparks, Ph.D.  
Ken L. Williams, D.O.  
Mari Barke  
Tim Shaw  
Rebecca "Beckie" Gomez

AGENDA

Motion by Williams, seconded by Sparks, and carried by a vote of 5-0 to approve the agenda of the Regular meeting of February 2, 2022.

MINUTES

Motion by Williams, seconded by Sparks, and carried by a vote of 5-0 to approve the minutes of the December 21, 2021 Special Board Meeting and the minutes of the January 5, 2022 Regular Board Meeting.

PUBLIC COMMENTS (related to Closed Session) - None

The Board took a recess to go into closed session from 4:02 p.m. to 5:05 p.m.

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. OC Superintendent of Schools, Al Mijares, and State Superintendent of Public Instruction, Tony Thurmond Case No 30-2019-01112665-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

CLOSED SESSION 2

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION- Orange County Board of Education v. Newsom Case Number S270319 - Government Code §§ 54956.9(a) and (d)(1)

CLOSED SESSION 3

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. Orange County Committee on School District Organization – Case Number 30-2022-01242499-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

INVOCATION

Madison Minor

## PLEDGE

Tim Shaw

### Comment

Board President Barke made the following statement, “Although neither I, nor my husband, who is a member of the board of directors for the school, have any personal financial interest or potential for personal financial gain from the granting of the petition, I will recuse myself from all discussion, comments and votes concerning this school. I do this to avoid any appearance of impropriety, and because of the common law prohibition against conflicts of interest, which may be non-financial matters of personal interest. Just wanted to remind you guys of that, but I have wonderful colleagues here who I have complete trust in handling this matter. When we do get to number seven, I will hand the gavel over to VP, Dr. Ken Williams. Thank you again for attending, and we will get on with the agenda.”

### Closed Session Report Out

Mr. Brenner reported closed sessions 1, 2, and 3 were discussed. The only action taken was the approval of Epstein, Becker, and Green invoices #1074011 and #1074012 for closed sessions 1 and 3. The approval was 4-1 (Williams, Barke, Sparks, and Shaw voted Yes; Gomez voted No.)

## INTRODUCTIONS

None

## PUBLIC COMMENTS

- Elissa
- Eddie
- Edwin
- Nancy
- Donna
- Lynn
- Jenny

## CONSENT CALENDAR

Motion by Williams, seconded by Sparks, and carried by a vote of 5-0 to approve consent calendar items #1, #2 and #3.

1. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
2. Accept the 2nd Quarter Report on Williams Uniform Complaints for Orange County Department of Education Student Programs for the period of October 1 to December 31, 2021.
3. Receive Eide Bailly audit report for the Orange County Department of Education for fiscal year ending June 30, 2021.

## CHARTER SCHOOLS

4. Charter submissions - None



5. Charter School Public Hearing – Oxford Preparatory Academy-Saddleback Valley Material Revision  
Aracely Chastain, Director, Charter Schools, facilitated the public hearing.
  - Amy Kernan, Oxford Prep
6. Motion by Sparks, seconded by Shaw, and carried by a vote of 5-0 to approve the Oxford Preparatory Academy-Saddleback Valley Material Revision.

**The gavel was handed over to Vice President Williams to conduct discussions and action on items #7 and #8 regarding the Orange County Classical Academy II Countywide Charter School.**

7. Charter School Public Hearing – Orange County Classical Academy II Countywide Charter School Petition  
Aracely Chastain, Director, Charter Schools, facilitated the public hearing.
  - Semi Parks, OCCA II
  - Janelle Ruley, Legal Counsel

#### PUBLIC COMMENTS (OCCA II Only)

- Madison
  - Letty
  - Andrea
  - Carrie
  - Bailey
  - Tina
  - Tony
  - Merrick
8. Motion by Williams, seconded by Sparks, and carried by a vote of 3-1 (Williams, Sparks, and Shaw voted Yes; Gomez voted No; Barke Recused) to approve Option I for Orange County Classical Academy II Countywide Charter School.

The Board took a recess from 6:45 p.m. to 6:58 p.m.

#### BOARD RECOMMENDATIONS

9. Presentation – Polling Results CRT – John Nielsen
10. Presentation – Mental Health Screening High Risk Youth – Martin Eaton, Ph.D.
11. Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to approve a resolution to establish the MOU regarding Mental Health Collaboration with one amendment to the resolution, deleting “by the March board meeting” from the last paragraph on page 2 of the resolution.

12. Resolution – Superintendent Salary 2022-2026 term – Tabled to the March 2, 2022 board meeting.
13. Motion by Williams, seconded by Shaw, and carried by a vote of 5-0 to adopt Resolution #01-22 to recognize March 2022 as Arts Education Month.
14. Motion by Williams, seconded by Sparks, and carried by a vote of 5-0 to adopt Resolution #02-22 to recognize February 2022 as National Black History Month.
15. Motion by Sparks, seconded by Williams, and carried by a vote of 4-1 (Sparks, Williams, Barke, and Shaw voted Yes; Gomez voted No) to approve invoice #3250004 in the amount of \$710.78 and invoice #3250005 in the amount of \$31,015.24 for Haight, Brown & Bonesteel LLP.
16. Motion by Sparks, seconded by Williams, and carried by a vote of 4-1 (Sparks, Williams, Barke, and Shaw voted Yes; Gomez voted No) to approve invoice #9797 in the amount of \$13,182.50 for the Law Offices of Margaret A. Chidester & Associates.

#### STAFF RECOMMENDATIONS

17. Presentation – Christine Olmstead, Ed.D., Interim Chief Academic Officer, conducted the presentation regarding the Mid-Year Update of the 2021-22 OCDE ACCESS Local Control and Accountability Plan.
18. Presentation - Christine Olmstead, Ed.D., Interim Chief Academic Officer conducted the presentation regarding the Mid-Year Update of the 2021-22 OCDE College and Career Preparatory Academy Local Control and Accountability Plan.

#### INFORMATION ITEMS

##### COMMUNICATION/INFORMATION/DISCUSSION

- Website Committee Report - tabled
- Executive Committee- SB 286 and Lobbyist Contract - tabled
- County Committee decision on Redistricting - tabled

##### ANNOUNCEMENTS

###### Superintendent

- La Habra City School District Superintendent Dr. Joanne Culverhouse retiring
- Ocean View School District Dr. Carol Hansen retiring
- OCDE working with the Orange County Healthy Agency to get refugee children from Afghanistan in schools

###### Deputy Superintendent

- Renee Hendrick- Esplanade Quarterly Report and Budget Update
- Next board meeting is on March 2nd, 5:00 p.m., submission deadline is February 16<sup>th</sup>, packet delivery is February 25<sup>th</sup>

- Office closed: Monday, Feb. 14<sup>th</sup> – Lincoln Day; Monday, Feb. 21<sup>st</sup> – Presidents’ Day

BOARD MEMBER COMMENTS

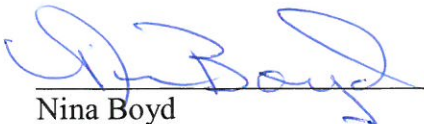
- Trustee Gomez –OCSBA Joint Dinner rescheduled, OCSBA Seminar on May 18<sup>th</sup>, Marian Bergeson Award, Maureen DiMarco Award

PUBLIC COMMENTS

None

ADJOURNMENT

On a motion duly made, and seconded, the board meeting of February 2, 2022 adjourned at 8:41 p.m.

  
\_\_\_\_\_  
Nina Boyd  
Assistant Secretary, Board of Education

\_\_\_\_\_  
Mari Barke  
President, Board of Education

Next Regular Board Meeting: Wednesday, March 2, 2022 at 5:00 p.m. All meetings will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92626 with limited seating and via YouTube live stream.

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VB

**ORANGE COUNTY BOARD OF EDUCATION**

**BOARD AGENDA ITEM**

DATE: March 2, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Vern Burton, Assistant Superintendent

SUBJECT: Granting of Diplomas

The students listed on the attached pages have been certified for graduation by the Custodian of Records or their designee for the Division of Alternative Education of the Orange County Department of Education. These students have met the standards of proficiency in the basic skills prescribed by the governing board in accordance with Education Code 51412. It is requested that the Board approve the granting of diplomas to these students.

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**RECOMMENDATION:**

Approve granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.

VB:sl

Pages 12-14 removed (CONFIDENTIAL STUDENT INFORMATION)



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 2, 2022  
TO: Nina Boyd, Deputy Superintendent  
FROM: Darou Sisavath, Recording Clerk  
SUBJECT: Resolution #06-22  
Week of the Young Child

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RECOMMENDATION:

Adopt Resolution #06-22 to recognize April 9-15, 2022 as Week of the Young Child.



**RESOLUTION OF THE BOARD OF EDUCATION  
ORANGE COUNTY, CALIFORNIA**

**WEEK OF THE YOUNG CHILD  
April 9-15, 2022**

**WHEREAS**, the Orange County Board of Education and other local organizations, in conjunction with the National Association for the Education of Young Children (NAEYC), are celebrating the Week of the Young Child, with the theme, “Early Years Are Learning Years,” April 9-15, 2022;

**WHEREAS**, by calling attention to the need for high-quality early childhood services for all children and families within our community, these groups hope to improve the quality of and availability of such services; and

**WHEREAS**, the future of our community depends on the quality of the early childhood experiences provided to young children today; and

**WHEREAS**, high-quality early childhood services represent a worthy commitment to our children’s future by promoting school readiness and academic achievement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Orange County Board of Education joins the National Association for the Education of Young Children (NAEYC) in proclaiming April 9-15, 2022, as the Week of the Young Child, with the theme, “Celebrating our Youngest Learners,” and encourages all residents of Orange County to support the needs of young children in our community.

**AYES:**

**NOES:**

**ABSENT:**

**STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

**I, Mari Barke**, President, Board of Education of Orange County, California hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 2nd day of March 2022.

**IN WITNESS THEREOF**, I have hereunto set my hand and seal this 2nd day of March 2022.

\_\_\_\_\_  
Mari Barke, President  
Orange County Board of Education



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 2, 2022  
TO: Nina Boyd, Deputy Superintendent  
FROM: Darou Sisavath, Recording Clerk  
SUBJECT: Resolution #07-22  
Public Schools Month

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RECOMMENDATION:

Adopt Resolution #07-22 to recognize April 2022 as Public Schools Month.

**RESOLUTION OF THE BOARD OF EDUCATION  
ORANGE COUNTY, CALIFORNIA**

**PUBLIC SCHOOLS MONTH - APRIL 2022**

**WHEREAS**, Public Schools Month has been sponsored and promoted by the Grand Lodge of Free and Accepted Masons of California since 1920; and

**WHEREAS**, communities and schools are urged to set aside one week during the month of April as a special time for the discussion of public schools and to enlist the support of the general public to the cause of public education; and

**WHEREAS**, the Public Schools Month affords an excellent opportunity for all Californians to give special recognition to students, parents, teachers, classified staff, administrators, school volunteers, and school board members; and

**WHEREAS**, the Public Schools Month impels us once again to affirm the success of California's public schools; and

**WHEREAS**, the theme of the year's Public Schools Month is "together we make a profound difference for public education";

**THEREFORE BE IT RESOLVED**, that the Orange County Board of Education urges each school district in Orange County to establish a week during the month of April 2022 to promote education as the key to our nation's future and the source of our nation's strength.

**AYES:**

**NOES:**

**ABSENT:**

**STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

**I**, Mari Barke, President to the Board of Education of Orange County, California hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 2nd day of March 2022 and passed by a vote of said Board Members present.

**IN WITNESS THEREOF**, I have hereunto set my hand and seal this 2nd day of March 2022.

\_\_\_\_\_  
Mari Barke, President  
Orange County Board of Education



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 2, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Mari Barke, Board President  
Ken L. Williams, D.O., Board Vice President

SUBJECT: Haight, Brown & Bonesteel LLP – Invoice

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RECOMMENDATION:

Approve invoice #3250800 in the amount of \$49,450.52 for Haight, Brown & Bonesteel LLP.





**Haight Brown & Bonesteel LLP**  
**LAWYERS**

555 South Flower Street  
Forty-Fifth Floor  
Los Angeles, CA 90071

P.O. Box 17939  
Los Angeles, CA 90017-0939

www.hbblaw.com

*Telephone:* 213.542.8000

*Facsimile:* 213.542.8100

*Bill Inquiries:* 213.542.8074  
accountsreceivable@hbblaw.com

*Tax ID:* 95-1605271

Nina Boyd, Associate Superintendent  
ORANGE COUNTY BOARD OF EDUCATION  
200 Kalmus Drive  
Costa Mesa, CA 92626-5922

Invoice No.: 3250800  
Client/Matter: OC18-0000003  
Billing Atty: GREGORY J. ROLEN  
February 14, 2022

**Representing: Orange County Board of Education**

Re: ORANGE COUNTY BOARD OF EDUCATION  
Advice on Board Governance and Budgetary Issues

Total Fees This Invoice	\$33,634.00
Total Costs Advances This Invoice	\$15,816.52
Total Fees and Costs This Invoice	\$ 49,450.52
Balance Carried Forward from Previous Invoice(s)	57,279.24
<b>Total Due Upon Receipt</b>	<b>\$ 106,729.76</b>

BILLS ARE DUE AND PAYABLE UPON RECEIPT  
THIS STATEMENT DOES NOT INCLUDE EXPENSES NOT YET RECEIVED BY THIS OFFICE  
WHICH MIGHT HAVE BEEN INCURRED DURING THE PERIOD COVERED BY THIS BILLING

LOS ANGELES " ORANGE COUNTY " RIVERSIDE " SACRAMENTO " SAN DIEGO " SAN FRANCISCO

**Haight Brown & Bonesteel LLP**

213.542.8000

Re: ORANGE COUNTY BOARD OF EDUCATION  
OC18-0000003  
Advice on Board Governance and Budgetary Issues

Invoice No: 3250800

Page 2

## PROFESSIONAL SERVICES RENDERED through 01/31/2022

Date	Description	Attorney	Hours
01/02/2022		GJR	1.70
01/02/2022		GJR	2.00
01/02/2022		GJR	1.00
01/03/2022		GJR	0.90
01/03/2022		GJR	2.30
01/03/2022		GJR	0.40
01/03/2022		GJR	1.30
01/04/2022		GJR	0.90
01/04/2022		GJR	1.10
01/04/2022		GJR	1.30
01/04/2022		GJR	1.00
01/04/2022		GJR	0.60
01/04/2022		GJR	0.30
01/04/2022		GJR	5.90
01/05/2022		GJR	1.00
01/05/2022		GJR	0.50

**Haight Brown & Bonesteel LLP**

213.542.8000

Re: ORANGE COUNTY BOARD OF EDUCATION  
OC18-0000003

Invoice No: 3250800

Advice on Board Governance and Budgetary Issues

Page 3

01/05/2022	GJR	4.00
01/06/2022	GJR	0.40
01/06/2022	GJR	4.20
01/06/2022	GJR	0.90
01/06/2022	GJR	1.30
01/07/2022	GJR	0.70
01/07/2022	GJR	0.70
01/07/2022	GJR	0.50
01/11/2022	GJR	0.60
01/11/2022	GJR	0.30
01/12/2022	GJR	0.30
01/12/2022	GJR	0.60
01/12/2022	GJR	0.80
01/13/2022	GJR	0.60
01/13/2022	GJR	1.90
01/17/2022	GJR	0.30
01/17/2022	GJR	0.80
01/18/2022	GJR	0.60

**Haight Brown & Bonesteel LLP**

213.542.8000

Invoice No: 3250800

Re: ORANGE COUNTY BOARD OF EDUCATION  
OC18-0000003

Advice on Board Governance and Budgetary Issues

Page 4

01/18/2022	GJR	0.60
01/18/2022	GJR	0.90
01/19/2022	GJR	5.90
01/19/2022	GJR	0.70
01/19/2022	GJR	0.60
01/19/2022	GJR	1.30
01/19/2022	GJR	0.70
01/20/2022	GJR	0.60
01/20/2022	GJR	2.40
01/20/2022	GJR	2.10
01/20/2022	GJR	1.00
01/21/2022	GJR	4.30
01/21/2022	GJR	1.50
01/21/2022	GJR	4.00
01/21/2022	GJR	4.20
01/24/2022	GJR	2.90
01/24/2022	GJR	0.70
01/24/2022	GJR	0.70
01/24/2022	GJR	3.60
01/24/2022	GJR	0.30



**Haight Brown & Bonesteel LLP**

213.542.8000

Invoice No: 3250800

Re: ORANGE COUNTY BOARD OF EDUCATION  
OC18-0000003

Advice on Board Governance and Budgetary Issues

Page 5

01/25/2022	GJR	2.20
01/28/2022	GJR	0.70
01/28/2022	AR	0.10
01/29/2022	GJR	0.70
01/29/2022	GJR	3.40
01/31/2022	GJR	0.60
01/31/2022	GJR	0.30
01/31/2022	GJR	0.70
01/31/2022	GJR	2.40
01/31/2022	GJR	1.20
01/31/2022	GJR	1.50
01/31/2022	GJR	0.30

Total Hours 94.80

Total Fees This Invoice \$33,634.00

**Haight Brown & Bonesteel LLP**  
213.542.8000

Invoice No: 3250800

Re: ORANGE COUNTY BOARD OF EDUCATION  
OC18-0000003

Advice on Board Governance and Budgetary Issues

Page 6

<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
GREGORY J. ROLAN	94.70	\$355.00	33,618.50
ANGELICA RESENDEZ	0.10	\$155.00	15.50
	<u>94.80</u>		<u>33,634.00</u>

**Haight Brown & Bonesteel LLP**

213.542.8000

Invoice No: 3250800

Re: ORANGE COUNTY BOARD OF EDUCATION

OC18-0000003

Advice on Board Governance and Budgetary Issues

Page 7

**Mileage**

01/04/2022	32.76
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01/21/2022	32.76
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<b>Total for Mileage</b>	<b>65.52</b>
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**Expert Fees**

01/06/2022	15,751.00
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<b>Total for Expert Fees</b>	<b>15,751.00</b>
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Total Costs Advanced This Invoice	\$15,816.52
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Total Fees and Costs This Invoice	\$49,450.52
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**Haight Brown & Bonesteel LLP**  
**LAWYERS**

555 South Flower Street  
Forty-Fifth Floor  
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*Bill Inquiries:* 213.542.8074  
accountsreceivable@hbblaw.com

*Tax ID:* 95-1605271

Nina Boyd, Associate Superintendent  
ORANGE COUNTY BOARD OF EDUCATION  
200 Kalmus Drive  
Costa Mesa, CA 92626-5922

**Remit To:**

Haight Brown & Bonesteel LLP  
P.O. Box 17939  
Los Angeles, CA 90017-0939  
Attn, Accounts Receivable

Invoice No.: 3250800  
Client/Matter: OC18-0000003  
Billing Atty: GREGORY J. ROLEN  
February 14, 2022

**PROFESSIONAL SERVICES RENDERED through January 31, 2022**

Total Fees This Invoice	\$ 33,634.00
Total Costs Advanced This Invoice	\$ 15,816.52
Total Fees and Costs This Invoice	\$ <u>49,450.52</u>
Balance Forward	\$ 57,279.24
<b>Total Due Upon Receipt</b>	<b>\$ <u><u>106,729.76</u></u></b>

**PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE**

LOS ANGELES " ORANGE COUNTY " RIVERSIDE " SACRAMENTO " SAN DIEGO " SAN FRANCISCO



# Attachment

**NIELSEN MERKSAMER**  
NIELSEN MERKSAMER PARRINELLO GROSS & LEONI LLP

**POLITICAL &  
GOVERNMENT** LAW  
ADVOCACY  
LITIGATION

Haight Brown & Bonesteel LLP  
Gregory J. Rolan, Esq.  
555 South Flower Street, 45th Floor  
Los Angeles, CA 90071

Statement Date: January 6, 2022  
Invoice Number: 214725  
Account Number: 2327.010

Re: 2021 Redistricting

MML

## PROFESSIONAL SERVICES THROUGH 12/31/2021

Previous Balance from last statement			\$8,416.00
	Rate	Hours	
12/03/2021	685.00	0.20	137.00
12/05/2021	685.00	0.20	137.00
12/06/2021			
	685.00	1.30	890.50
12/07/2021			
	685.00	2.10	1,438.50
12/08/2021			
	635.00	0.80	508.00
	685.00	4.30	2,945.50
12/09/2021			
	685.00	1.30	890.50

**SACRAMENTO**  
1415 L STREET, SUITE 1200  
SACRAMENTO, CA 95814  
T 916.446.6752 F 916.446.6106

**SAN FRANCISCO BAY AREA**  
2350 KERNER BLVD, SUITE 250  
SAN RAFAEL, CA 94901  
T 415.389.6800 F 415.388.6874

**NMGOVLAW.COM**

## Attachment

2

Haight Brown & Bonesteel LLP  
Account No. 2327.010

Statement Date: 01/06/2022  
Invoice Number: 214725

	Rate	Hours	
12/10/2021			
	685.00	2.70	1,849.50
12/11/2021			
	685.00	1.30	890.50
12/12/2021			
	685.00	0.80	548.00
12/13/2021			
	685.00	1.00	685.00
12/14/2021			
	485.00	0.50	242.50
	635.00	0.70	444.50
	685.00	1.60	1,096.00
12/28/2021			
	685.00	1.70	1,164.50
12/29/2021			
	485.00	1.00	485.00
	685.00	1.50	1,027.50
12/30/2021			
	685.00	0.40	274.00

# Attachment

3

Haight Brown & Bonesteel LLP  
Account No. 2327.010

Statement Date: 01/06/2022  
Invoice Number: 214725

	Rate	Hours	
HJG CORRESPONDENCE REGARDING FURTHER LEGISLATIVE HISTORY RESEARCH	485.00	0.20	97.00
For Current Services Rendered		23.60	15,751.00

<u>SUMMARY OF FEES</u>			
Timekeeper	Hours	Rate	Total
Marguerite M. Leoni	20.40	\$685.00	\$13,974.00
Christopher Skinnell	1.50	635.00	952.50
Hilary Gibson	1.70	485.00	824.50

Current Charges	15,751.00
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## PAYMENTS

01/04/2022	Payment received - Thank you	-784.00
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<b>BALANCE DUE</b>	<b><u>\$23,383.00</u></b>
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Your account is 30 days past due.



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 2, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Mari Barke, Board President  
Ken L. Williams, D.O., Board Vice President

SUBJECT: Law Offices of Margaret A. Chidester & Associate – Invoices

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RECOMMENDATION:

Approve invoice #9823 in the amount of \$8,247.00 for the Law Offices of Margaret A. Chidester & Associates.



LAW OFFICES OF  
**MARGARET A. CHIDESTER & ASSOCIATES**  
17762 COWAN, 1ST FLOOR  
IRVINE, CALIFORNIA 92614  
(949) 474-5040

February 7, 2022

Orange County Board of Education  
200 Kalmus Drive, P.O. Box 9050  
Costa Mesa, CA 92628-9050

**CONFIDENTIAL**  
**ATTORNEY-CLIENT**  
**PRIVILEGE**

Attention: Dr. Ken Williams  
drkenlwilliams@gmail.com

Invoice No. 9823  
Federal Tax ID# 33-0216030

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Professional Services Rendered During January 2022:

MAC	.8 hrs. at \$325/hr.	\$260.00	\$260.00
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ATR	1.1 hrs. at \$275/hr.	\$302.50	
ATR	1.1 hrs. at \$275/hr.	[NO CHARGE]	
MAC	17.7 hrs. at \$325/hr.	\$5,752.50	
SRC	1.0 hrs. at \$325/hr.	<u>\$325.00</u>	
			\$6,380.00

MAC	4.4 hrs. at \$325/hr.	\$1,430.00	\$1,430.00
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MAC	1.2 hrs. at \$325/hr.	[NO CHARGE]	\$0.00
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MAC	.9 hrs. at \$325/hr.	[NO CHARGE]	\$0.00
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Orange County Board of Education  
February 7, 2022  
Page 2  
January 2022 Billing/Invoice No. 9823

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<b>ATTORNEY TIME:</b>	<u>\$8,070.00</u>
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**COSTS ADVANCED**

Copying

\$177.00

\$177.00

<b>TOTAL AMOUNT DUE:</b>	<u><u>\$8,247.00</u></u>
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**ORANGE COUNTY BOARD OF  
BOARD AGENDA ITEM**

*NB*

**DATE:** March 2, 2022  
**TO:** Nina Boyd, Associate Superintendent  
**FROM:** Aracely Chastain, Director, Charter Schools  
**SUBJECT:** Board Action – Explore Academy Agreement

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**DESCRIPTION:**

On October 6, 2021, the Orange County Board of Education approved the ExploreK12 charter school petition to operate Explore Academy as a county wide charter school for an initial charter term from July 1, 2022 through June 30, 2027, with the stipulation that the parties enter into a standard Agreement addressing the operational relationship between ExploreK12, the Board and Orange County Department of Education. ExploreK12 has requested revisions to the standard Agreement approved by the Orange County Board of Education on October 6, 2021.

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**RECOMMENDATION:**

At the March 2, 2022 meeting, the Orange County Board of Education shall take action to approve or deny the proposed changes submitted by Explore Academy to the standard Agreement.



**AGREEMENT BETWEEN  
ORANGE COUNTY BOARD OF EDUCATION AND  
EXPLOREK12  
FOR THE OPERATION OF EXPLORE ACADEMY**

This Agreement is made and entered into this 2nd day of March, 2022, by and between the Orange County Board of Education (“Board”) and ExploreK12, a nonprofit public benefit corporation operating Explore Academy (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

**I. INTRODUCTORY PROVISIONS**

- A. The Board approved the countywide petition of Charter School, for a five-year period beginning on July 1, 2022 through June 30, 2027.
- B. Charter School will be operated ~~as or~~ by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). ExploreK12 is athe California non-profit public benefit corporation that will operate the Charter School. Charter School shall ensure that at all times throughout the term of ~~this~~its charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of ExploreK12 as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the non-profit public benefit corporation’s articles of incorporations within **ten (10) business days** of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on October 6, 2021, the terms of this Agreement shall control.

**II. TERM OF AGREEMENT**

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The approved Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607, 47607.2 and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to OCDE no sooner than **September 1** and no later than **March 1** of the final school year for which Charter School is authorized to operate.



### III. FULFILLING CHARTER TERMS

#### A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities. OCDE is not the chartering authority and shall not be liable for the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School. The Board, as the chartering authority, shall not be liable for the debts or obligations of Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School in accordance with Education Code 47604(d). ~~and neither the Board nor OCDE is liable for the debts and obligations of Charter School.~~
3. Within **ten (10) business days** of Charter School board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the charter school board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and ~~ethics~~ conflict of interest training to its governing board members and top administrative staff within **45 days** of taking office or becoming employed, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

#### B. Educational Program

1. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study. Charter School may on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences, ~~due to travel or extended illness~~. Any such independent study will be limited to occasional, incidental instances of extended absences and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
2. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice of such in Charter School policies and Parent/Student Handbook.

#### C. Fiscal Operations

1. Charter School will be directly funded in accordance with Chapter 6 (commencing with Education Code section 47630) of Division 4 of Title 2 of the Education Code, ~~et seq. Charter School's general purpose entitlement will be calculated in accordance with Education Code section 47633 et seq.~~ The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.



3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public charter school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school, if it operates more than one charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request. For avoidance of doubt, ExploreK12 has been authorized by the Board to operate one charter school with multiple campuses, which are not subject to requirements of additional charter schools as described herein.
  - a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools, if any, available to OCDE and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
  - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools, if any, and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation, if any.
  - c) Charter School may temporarily loan funds between schools that it operates, if it operates more than one charter school, pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, if any, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans sought for received by Charter School and repayment of loans shall be the sole responsibility of Charter School.
6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

#### D. Fiscal Agent

1. The Parties agree that neither the Board nor OCDE shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms, but may contract with OCDE for such services by way of a separate written contract.
2. Charter School is responsible for establishing the appropriate funds or accounts in the Orange County Treasury for Charter School and for making the necessary arrangements for Charter School's participation in the State Teachers' Retirement System, the Public Employees' Retirement System, or social security. Nothing in this paragraph shall be interpreted to mean that Charter School must maintain all funds in the County Treasury. If funds are not maintained in the County Treasury, they must be deposited with a federally insured commercial bank or credit union.
  - a) OCDE will only withdraw funds from the Orange County Treasury to a charter school owned bank account. Bank account name must match the charter school name or a Doing Business As (DBA) reference. No fund transfers will be made to a third party.



- b) Orange County Treasury withdrawals will take place two (2) times per month. The first withdrawal will take place on the 10<sup>th</sup> day of each month and the second withdrawal will take place at the end of each month.
- c) Charter school's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

- 1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
- 2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.

G. Insurance and Liability

- 1. Charter School will provide certificates of insurance coverage to OCDE prior to opening and annually thereafter. The certificates shall indicate that the Board, County Superintendent, and OCDE are endorsed as additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with any valid and collectible insurance or program of self-insurance carried or maintained by the Board, County Superintendent or OCDE. Exhibit A, Insurance Coverage and Policies, indicates the minimum insurance requirements and is incorporated by reference herein. Charter School shall forward any written notice to OCDE within **three (3) business days** of any modification, change or cancellation of any of the above insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of Charter School. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided to Charter School to protect the interests of Charter School as well as OCDE, the Board and the County Superintendent.
- 2. Charter School shall hold harmless, defend, and indemnify the Board, the County Superintendent, and OCDE, its officers, agents, and employees, from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) which may be made by reason of: 1) any injury to volunteers; and 2) any injury to person or property sustained by any person, firm or Charter School related to any act, neglect, default or omission of Charter School, its officers, employees or agents, including any claims for any contractual liability resulting from third party contracts with Charter School's vendors,



contractors, partners or sponsors. In cases of such liabilities, claims or demands, Charter School, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the Board, the County Superintendent or OCDE, its officers and employees, and satisfy any resulting judgments up to the required Agreements that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the Board, the County Superintendent or OCDE to admit liability or to pay any money will require the prior written consent of the Board, the County Superintendent or OCDE, as applicable; and (b) the Board, County Superintendent and/or OCDE may join in the defense with its counsel at its own expense.

3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the Board, the County Superintendent or OCDE, and are not entitled to benefits of any kind or nature normally provided to OCDE employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the charter and this Agreement. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.
4. Required Disclosures: Charter School shall notify OCDE in writing within **three (3) business days** of any known pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as ~~applicable laws and regulations~~ may be amended or added during the term of the charter.

#### H. Human Resources

STRS and PERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all STRS and PERS reporting fines and penalties, including any and all financial consequences from the implementation of regulations, or any other action, that renders employees of Charter School ineligible to participate in a governmental defined-benefit retirement plan.

#### I. Contracts

1. Charter School shall not have the authority to enter into a contract that would bind the Board, County Superintendent and/or OCDE, nor to extend the credit of the Board, County Superintendent and/or OCDE to any third person or party. Charter School shall clearly indicate in writing to vendors and other entities with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the Board, County Superintendent and/or OCDE.
2. Charter School shall ensure that all contracts for goods and services comply with the criteria noted in Title ~~V~~5 section 11967.5.1 of California Code of Regulations. Charter School shall comply with bidding requirements tied to receipt of any state, federal or grant funds that require compliance with bidding that is more stringent or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code section 47604.3.
3. Charter School will make every effort to ensure that vendors comply with all reasonable inquiries by OCDE for records and information related to this contract.
4. Charter/Education Management Organization (C/EMO) Contracts:



Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to the charter.

Charter School shall ensure the following for any C/EMO contract:

- a) Require that any C/EMO contract (or revision to an agreement) that is entered into be in compliance with state and federal law and the charter and includes language that:
  - i. None of the principals of either the C/EMO or Charter School has conflicts of interest.
  - ii. C/EMO shall comply with Education Code section 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.
  - iii. Any provision of the agreement that is in violation of state or federal law or the charter is void.
- b) Upon approval by Charter School board, Charter School shall provide OCDE a copy of the following:
  - i. C/EMO agreement (or revision to an agreement).
  - ii. Evidence that the C/EMO is a nonprofit public benefit corporation.
  - iii. A description of the C/EMO's roles and responsibilities for the management of Charter School and the internal controls that will be put in place to guide the relationship.
  - iv. A list of other schools managed by the C/EMO.
  - v. A list of and background on the C/EMO's leaders and board of directors.

#### J. Facilities Agreement

1. Prior to opening, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School's needs.
2. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, Charter School must request a material revision to the charter petition in order to change the site, facility or location of any facility approved in the charter petition (referred to in charter as sites #1, 2, and 3). Charter school must request a material revision to charter petition to change or open additional sites (beyond sites #1, 2, and 3), facilities or locations. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a pre-opening site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

#### K. Zoning and Occupancy

1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site, prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (ADA) requirements for a K-12 public school.



2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district.
3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, ~~to~~they will meet to attempt to resolve any concerns within ten calendar days of the dispute.

#### L. Dispute Resolution

The Parties acknowledge and agree that in addition to the provisions of the charter, dispute resolution procedures shall be consistent with applicable laws and regulations, including Education Code section 47607(~~gd~~). The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between OCDE and Charter School, except any controversy or claim that is in any way related to revocation of this Charter School, pursuant to the terms of the dispute resolution procedures in the charter.

### IV. MATERIAL REVISIONS

Modifications of the approved charter must be in writing and submitted to OCDE for review and determination as to whether such amendments must be submitted to the Board as a material revision to the charter. Such amendments may only be submitted to the Board upon the approval of Charter School's board, and will take effect only if approved by the Board.

### V. SEVERABILITY

If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy or statute, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

### VI. NON-ASSIGNMENT

No portion of this Agreement or the Charter petition approved by the Board may be assigned to another entity without the prior written approval of the Board.

### VII. WAIVER

A waiver of any provision or term of this Agreement must be in writing and signed by both Parties. Any such waiver shall not constitute a waiver of any other provision of this Agreement. All Parties agree that neither party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992.

### VIII. NONDISCRIMINATION

The Parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, including agreement that Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200 et seq., Charter School shall be open to all students. In addition to these nondiscrimination provisions, Charter School shall not discriminate against applicants or employees on the basis of any characteristics or categories protected by state or federal law. Charter School acknowledges and agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.

### IX. NOTIFICATION



All notices, requests and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To OCDE at:

Nina Boyd, Deputy Superintendent  
Orange County Department of Education  
200 Kalmus Drive, Costa Mesa CA, 92626-9050

To ExploreK12 at:

Dr. Gloria Romero, Co-Lead Petitioner  
Robert Giordano, Co-Lead Petitioner  
12405 Venice Blvd., Unit #387  
Los Angeles, CA 90066

## **X. INTEGRATION**

This Agreement contains the entire Agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no Agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this Agreement shall only be modified in writing by the mutual agreement of the Parties.

## **XI. ORDER OF PRECEDENCE**

The Parties further acknowledge and agree that, unless otherwise noted in this Agreement, any inconsistency in the charter shall be resolved by giving precedence in the following order:

1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A
3. The Charter, as approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating ~~or acting~~ **as** Charter School, ~~as applicable~~

For Charter School:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

For the Board:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT A**  
**INSURANCE COVERAGE AND POLICIES**

Charter School, at its sole cost and throughout the charter term, shall procure and maintain in effect each insurance listed below. All required insurance, and if self-insurance will be provided, must contain coverage that complies, at a minimum, with the following requirements:

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, Charter School shall procure property insurance in amounts as close to replacement value as possible and sufficient to protect the school's interests.
2. General Commercial Liability with at least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, Fire Legal Liability, of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of Charter School, its governing board, officers, agents, employees, and/or students.
3. Workers' Compensation insurance in accordance with the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts, which may arise from Charter School's operation, with statutory limits. The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
5. Crime Insurance or Fidelity Bond coverage to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School's funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insured retention.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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**AGREEMENT BETWEEN  
ORANGE COUNTY BOARD OF EDUCATION AND  
EXPLOREK12  
FOR THE OPERATION OF EXPLORE ACADEMY**

**DRAFT**

This Agreement is made and entered into this **6th day of October, 2021**, by and between the Orange County Board of Education (“Board”) and **ExploreK12**, a nonprofit benefit corporation operating Explore Academy (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

**I. INTRODUCTORY PROVISIONS**

- A. The Board approved the countywide petition of Charter School, for a five-year period beginning on July 1, 2022 through June 30, 2027.
- B. Charter School will be operated as or by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). ExploreK12 is a California non-profit public benefit corporation that will operate the Charter School. Charter School shall ensure that at all times throughout the term of this charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of ExploreK12 as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the non-profit public benefit corporation’s articles of incorporations within **ten (10) business days** of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on October 6, 2021, the terms of this Agreement shall control.

**II. TERM OF AGREEMENT**

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The approved Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607 and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to OCDE no sooner than **September 1** and no later than **March 1** of the final school year for which Charter School is authorized to operate.

### III. FULFILLING CHARTER TERMS

#### A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities, and neither the Board nor OCDE is liable for the debts and obligations of Charter School.
3. Within **ten (10) business days** of board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the charter school board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and ethics training to its governing board members and administrative staff within **45 days** of taking office, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

#### B. Educational Program

1. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study. Charter School may on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental instances of extended absences and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
2. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice in Charter School policies and Parent/Student Handbook.

#### C. Fiscal Operations

1. Charter School will be directly funded in accordance with Education Code section 47630 et seq. Charter School's general-purpose entitlement will be calculated in accordance with Education Code section 47633 et seq. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.
3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other



appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.

- a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
  - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
  - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans sought for Charter School and repayment of loans shall be the sole responsibility of Charter School.
  6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

#### D. Fiscal Agent

1. The Parties agree that neither the Board nor OCDE shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms, but may contract with OCDE for such services by way of a separate written contract.
2. Charter School is responsible for establishing the appropriate funds or accounts in the Orange County Treasury for Charter School and for making the necessary arrangements for Charter School's participation in the State Teachers' Retirement System, the Public Employees Retirement System, or social security. Nothing in this paragraph shall be interpreted to mean that Charter School must maintain all funds in the County Treasury. If funds are not maintained in the County Treasury, they must be deposited with a federally insured commercial bank or credit union.
  - a) OCDE will only withdraw funds from the Orange County Treasury to a charter school owned bank account. Bank account name must match the charter school name or a Doing Business As (DBA) reference. No fund transfers will be made to a third party.
  - b) Orange County Treasury withdrawals will take place two (2) times per month. The first withdrawal will take place on the 10<sup>th</sup> day of each month and the second withdrawal will take place at the end of each month.
  - c) Charter school's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions.

#### E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.



#### F. Oversight Fees

1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.

#### G. Insurance and Liability

1. Charter School will provide certificates of insurance coverage to OCDE prior to opening and annually thereafter. The certificates shall indicate that the Board, County Superintendent, and OCDE are endorsed as additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with any valid and collectible insurance or program of self-insurance carried or maintained by the Board, County Superintendent or OCDE. Exhibit A, Insurance Coverage and Policies, indicates the minimum insurance requirements and is incorporated by reference herein. Charter School shall forward any written notice to OCDE within **three (3) business days** of any modification, change or cancellation of any of the above insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of Charter School. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided to Charter School to protect the interests of Charter School as well as OCDE, the Board and the County Superintendent.
2. Charter School shall hold harmless, defend, and indemnify the Board, the County Superintendent, and OCDE, its officers, agents, and employees, from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) which may be made by reason of: 1) any injury to volunteers; and 2) any injury to person or property sustained by any person, firm or Charter School related to any act, neglect, default or omission of Charter School, its officers, employees or agents, including any claims for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors. In cases of such liabilities, claims or demands, Charter School, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the Board, the County Superintendent or OCDE, its officers and employees, and satisfy any resulting judgments up to the required Agreements that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the Board, the County Superintendent or OCDE to admit liability or to pay any money will require the prior written consent of the Board, the County Superintendent or OCDE, as applicable; and (b) the Board, County Superintendent and/or OCDE may join in the defense with its counsel at its own expense.



3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the Board, the County Superintendent or OCDE, and are not entitled to benefits of any kind or nature normally provided to OCDE employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the charter and this Agreement. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.
4. Required Disclosures: Charter School shall notify OCDE in writing within **three (3) business days** of any pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as applicable laws and regulations may be amended or added during the term of the charter.

#### H. Human Resources

STRS and PERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all STRS and PERS reporting fines and penalties, including any and all financial consequences from the implementation of regulations, or any other action, that renders employees of Charter School ineligible to participate in a governmental defined-benefit retirement plan.

#### I. Contracts

1. Charter School shall not have the authority to enter into a contract that would bind the Board, County Superintendent and/or OCDE, nor to extend the credit of the Board, County Superintendent and/or OCDE to any third person or party. Charter School shall clearly indicate in writing to vendors and other entities with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the Board, County Superintendent and/or OCDE.
2. Charter School shall ensure that all contracts for goods and services comply with the criteria noted in Title V section 11967.5.1 of California Code of Regulations. Charter School shall comply with bidding requirements tied to receipt of any state, federal or grant funds that require compliance with bidding that is more stringent or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code section 47604.3.
3. Charter School will make every effort to ensure that vendors comply with all reasonable inquiries by OCDE for records and information related to this contract.
4. Charter/Education Management Organization (C/EMO) Contracts:

Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to the charter.

Charter School shall ensure the following for any C/EMO contract:

- a) Require that any C/EMO contract (or revision to an agreement) that is entered into be in compliance with state and federal law and the charter and includes language that:
  - i. None of the principals of either the C/EMO or Charter School has conflicts of interest.

- ii. C/EMO shall comply with Education Code section 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.
- iii. Any provision of the agreement that is in violation of state or federal law or the charter is void.
- b) Upon approval by Charter School board, Charter School shall provide OCDE a copy of the following:
  - i. C/EMO agreement (or revision to an agreement).
  - ii. Evidence that the C/EMO is a nonprofit public benefit corporation.
  - iii. A description of the C/EMO's roles and responsibilities for the management of Charter School and the internal controls that will be put in place to guide the relationship.
  - iv. A list of other schools managed by the C/EMO.
  - v. A list of and background on the C/EMO's leaders and board of directors.

#### J. Facilities Agreement

- 1. Prior to opening, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School's needs.
- 2. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, Charter School must request a material revision to the charter petition in order to change facilities. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

#### K. Zoning and Occupancy

- 1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site, prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (ADA) requirements for a K-12 public school.
- 2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district.
- 3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, to meet to attempt to resolve any concerns within ten calendar days of the dispute.



**L. Dispute Resolution**

The Parties acknowledge and agree that in addition to the provisions of the charter, dispute resolution procedures shall be consistent with applicable laws and regulations, including Education Code section 47607(d). The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between OCDE and Charter School, except any controversy or claim that is in any way related to revocation of this Charter School, pursuant to the terms of the dispute resolution procedures in the charter.

**IV. MATERIAL REVISIONS**

Modifications of the approved charter must be in writing and submitted to OCDE for review and determination as to whether such amendments must be submitted to the Board as a material revision to the charter. Such amendments may only be submitted to the Board upon the approval of Charter School's board, and will take effect only if approved by the Board.

**V. SEVERABILITY**

If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy or statute, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**VI. NON-ASSIGNMENT**

No portion of this Agreement or the Charter petition approved by the Board may be assigned to another entity without the prior written approval of the Board.

**VII. WAIVER**

A waiver of any provision or term of this Agreement must be in writing and signed by both Parties. Any such waiver shall not constitute a waiver of any other provision of this Agreement. All Parties agree that neither party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992.

**VIII. NONDISCRIMINATION**

The Parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, including agreement that Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200 et seq. the School shall be open to all students. In addition to these nondiscrimination provisions, Charter School shall not discriminate against applicants or employees on the basis of any characteristics or categories protected by state or federal law. Charter School acknowledges and agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.

**IX. NOTIFICATION**

All notices, requests and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To OCDE at:

Nina Boyd, Deputy Superintendent  
Orange County Department of Education  
200 Kalmus Drive, Costa Mesa CA, 92626-9050



To ExploreK12 at:

Dr. Gloria Romero, Co-Lead Petitioner  
Robert Giordano, Co-Lead Petitioner  
12405 Venice Blvd., Unit #387  
Los Angeles, CA 90066

## **X. INTEGRATION**

This Agreement contains the entire Agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no Agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this Agreement shall only be modified in writing by the mutual agreement of the Parties.

## **XI. ORDER OF PRECEDENCE**

The Parties further acknowledge and agree that, unless otherwise noted in this Agreement, any inconsistency in the charter shall be resolved by giving precedence in the following order:

1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A
3. The Charter, as approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as Charter School, as applicable

For Charter School:

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

For the Board:

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

## **EXHIBIT A**

### **INSURANCE COVERAGE AND POLICIES**

Charter School, at its sole cost and throughout the charter term, shall procure and maintain in effect each insurance listed below. All required insurance, and if self-insurance will be provided, must contain coverage that complies, at a minimum, with the following requirements:

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, Charter School shall procure property insurance in amounts as close to replacement value as possible and sufficient to protect the school's interests.
2. General Commercial Liability with at least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, Fire Legal Liability, of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of Charter School, its governing board, officers, agents, employees, and/or students.
3. Workers' Compensation insurance in accordance with the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts, which may arise from Charter School's operation, with statutory limits. The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
5. Crime Insurance or Fidelity Bond coverage to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School's funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insured retention.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

*AB*

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 2, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Ken L. Williams, D.O., Board Vice President

SUBJECT: Resolution regarding Establishing the County Superintendent of Schools'  
Salary for the 2022-2026 term

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RECOMMENDATION:

Board action on Resolution regarding Establishing the County Superintendent of  
Schools' Salary for the 2022-2026 term

Resolution Establishing the County Superintendent  
of Schools' 2022-2026 Salary

ORANGE COUNTY BOARD OF EDUCATION

MARCH 2, 2022

WHEREAS, California Constitution Article IX, §3.1 provides: "... (b) notwithstanding any provision of this Constitution to the contrary, the county board of education or joint board of education, as the case may be, shall fix the salary of the County Superintendent of Schools or the joint County Superintendent of Schools, respectively; and

WHEREAS, Education Code §1040 provides: County Boards of Education shall: (a) adopt rules and regulations not inconsistent with the laws of the state, for their own government; and

WHEREAS, Education Code §1042 provides: County Boards of Education may do the following: (a) adopt rules and regulations governing the administration of the office of the county superintendent of schools; and

WHEREAS, Education Code §1207 provides: The qualifications of the County Superintendent of Schools in each county shall be as set forth in Sections 1205 to 1212, inclusive, for that class into which the county falls. The class into which each county falls shall be determined on October 1st of each year based upon the average daily attendance in the public schools of such county for the preceding school year as reported to the State Department of Education. In no case will the salary of the county superintendent be lowered during his term of office. The salaries set forth in Section 1213.2 are payable to incumbent county superintendents of schools; provided, however, that the salary of an incumbent shall not be reduced during the term for which he was elected or appointed or for any consecutive new term to which he is elected or appointed; and

WHEREAS, Education Code §1209 provides: A county superintendent of schools shall not increase his or her salary, financial remuneration, benefits, or pension in any manner or for any reason without bringing the matter to the attention of the county board of education for its discussion at a regularly scheduled public meeting of the board and without the approval of the county board of education; and

WHEREAS, California Attorney General Opinion No. CV 77-180-August 24, 1978 (61 Ops. Cal. Atty. Gen. 384), concluded that a County Board of Education has the authority to decrease the County Superintendent's salary; and

WHEREAS, California Attorney General Opinion No. CV 79-507-July 11, 1979 (61 Ops. Cal. Atty. Gen. 356), concluded the County Board of Education has plenary power to increase or decrease the Superintendent's salary before the upcoming term before that term commences; and

WHEREAS, Education Code §1240 provides: the county superintendent of schools shall do all of the following: (a) Superintend the schools of the county; and



WHEREAS, on February 22, 1977, the Orange County Board of Supervisors (“Board of Supervisors”) passed a resolution stating in relevant part: NOW, THEREFORE, IT IS RESOLVED, that a transfer of certain educational duties and functions to the County Board of Education, pursuant to Education Code §671, and the establishment of a single fund budget for the support of the County Board of Education, the County Superintendent of Schools, and the County Committee on School District Organization, pursuant to chapter 2 of Division 15 of the Education Code (commencing with §20400), is approved in principle; and

WHEREAS, on June 7, 1977, the Board of Supervisors passed an implementing resolution stating in relevant part: WHEREAS, the County Superintendent of Schools and the County Board of Education have proposed all duties and functions of an educational nature performed by the Board of Supervisors be transferred to the County Board of Education; and

WHEREAS, Education Code §35160 provides: On or after January 1, 1976, the governing board of any school district may initiate and carry out any program, activity, or may otherwise act in a manner which is not in conflict with or inconsistent with, or preempted by any law and which is not in conflict with the purposes for which school districts are established; and

WHEREAS, Education Code §35160.1 provides: (a) The Legislature finds and declares that school districts, county boards of education, and county superintendents of schools have diverse needs unique to their individual communities and programs. Moreover, in addressing their needs, common as well as unique, school districts, county boards of education, and county superintendents of schools should have the flexibility to create their own unique solutions; and (b) In enacting Section 35160, it is the intent of the Legislature to give school districts, county boards of education, and county superintendents of schools broad authority to carry on activities and programs, including the expenditure of funds for programs and activities which, in the determination of the governing board of the school district, the county board of education, or the county superintendent of schools are necessary or desirable in meeting their needs and are not inconsistent with the purposes for which the funds were appropriated. It is the intent of the Legislature that Section 35160 be liberally construed to effect this objective; and

WHEREAS, Education Code §35160.2 provides: For the purposes of Section 35160, “the school district” shall include county superintendents of schools and county boards of education; and

WHEREAS, Education Code §35161 provides: The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board, and may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated; and

WHEREAS, the Orange County Board of Education (“County Board”) is informed and believes, based on data publicly available on the webpage of Betty T. Yee, California State Controller, “Government Compensation in California”

(<https://publicpay.ca.gov/Reports/K-12/K-12Entity.aspx?entityid=6269&year=2020>) that the Orange

County Superintendent of Schools (“County Superintendent”) in 2020 received a yearly base salary of \$364,895; and

WHEREAS, the County Board is informed and believes, based on data publicly available on the webpage of Betty T. Yee, California State Controller, “Government Compensation in California” (<https://publicpay.ca.gov/Reports/K-12/K-12Entity.aspx?entityid=6269&year=2020>) that in 2020 the County Superintendent received benefits of \$85,559; and

WHEREAS, the County Board is informed and believes, based on data publicly available on the webpage of Betty T. Yee, California State Controller, “Government Compensation in California” (<https://publicpay.ca.gov/Reports/K-12/K-12Entity.aspx?entityid=6269&year=2020>) that in 2020 the County Superintendent received yearly total compensation of \$450,454;

WHEREAS, the County Board is informed and believes that the County Superintendent has the highest total compensation of any county superintendent in the State of California; and

WHEREAS, the County Board is informed and believes that, effective December 6, 2021, the California Governor receives a base salary of \$218,556 per year; and

WHEREAS, the County Board is informed and believes that, effective December 6, 2021, the California Lieutenant Governor receives a base salary of \$163,841 per year; and

WHEREAS, the County Board is informed and believes that, effective December 6, 2021, the California Attorney General receives a base salary of \$189,841 per year; and

WHEREAS, the County Board is informed and believes that, effective December 6, 2021, the California Controller receives a base salary of \$174,843 per year; and

WHEREAS, the County Board is informed and believes that, effective December 6, 2021, the California Treasurer receives a base salary of \$174,843 per year; and

WHEREAS, the County Board is informed and believes that, effective December 6, 2021, the California Secretary of State receives a base salary of \$163,917 per year; and

WHEREAS, the County Board is informed and believes that, effective December 6, 2021, the California Superintendent of Public Instruction receives a base salary of \$189,841 per year; and

WHEREAS, the County Board is informed and believes that, effective December 6, 2021, the California Insurance Commissioner receives a base salary of \$174,843 per year; and

THEREFORE THE ORANGE COUNTY BOARD OF EDUCATION hereby resolves as follows:

1. Pursuant to its authority under California Constitution Article IX, §3.1(b), as well as the above referenced legal authority, the County Board shall fix the 2022-2026 County Superintendent’s yearly base salary at \$\_\_\_\_\_, commensurate with the administrative duties

and responsibilities of the position as compared to other County Superintendents and California state officials.

2. Pursuant to Education Code §1209, the County Superintendent shall, at the next regularly scheduled Board meeting on April, 6, 2022, provide to the board his 2021-2022 salary, remuneration, benefits, stipends and/or allowances (hereinafter “benefits package”) to the County Board for the purpose of providing the Board notification.

3. The County Superintendent’s yearly base salary of \$\_\_\_\_\_ shall become effective upon the commencement of the County Superintendent of Schools 2022-2026 term of office on July 1, 2022 through June 30, 2026.

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 2, 2022  
TO: Nina Boyd, Deputy Superintendent  
FROM: Christine Olmstead, Ed.D., Interim Chief Academic Officer, OCDE  
Vern Burton, Assistant Superintendent, ACCESS  
SUBJECT: A-G Completion Improvement Grant Plan – OCDE

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BACKGROUND:

The Orange County Department of Education's A-G Completion Improvement Grant Plan will be presented to the Board on March 2, 2022. The plan shall include information regarding how the plan and described services supplement those services identified in the school district's local control and accountability plan. It shall also include a description of the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A-G courses approved by the University of California. In order to ensure community and stakeholder input, the plan shall be discussed at a regularly scheduled meeting by the governing board of the school district, county board of education, or governing body of the charter school and adopted at a subsequent regularly scheduled meeting.

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RECOMMENDATION:

Presentation and Public Hearing only.

Adoption on April 6, 2022.



**Orange County Department of Education  
February 2022**

## **A–G Completion Improvement Grant Plan**

Local Educational Agency (LEA) Name	Total Grant Allocation
Orange County Department of Education	\$543,821
Contact Name and Title	Email and Phone
Lisa Lanier, Senior Administrator, State and Federal Programs	<a href="mailto:llanier@ocde.us">llanier@ocde.us</a> (714) 836-0468

## **Plan Descriptions**

Describe how the funds will support pupils in danger of not achieving a grade of “C” or better in A-G courses:

Students enroll in the Orange County Department of Education’s (OCDE) alternative education program, ACCESS, for a variety of reasons. Some students come to the program lacking in credits with ongoing attendance and behavioral challenges, while others prefer the smaller class size, flexibility, and individualized attention provided to them. Regardless of the reason why a student is in the ACCESS program, each student is treated as an individual capable of succeeding in a way that supports college and career readiness in alignment with their future goals, talents, and ambitions. For some students, attending a university will be the next step after graduation. For others, community college, trade school, or directly into the workforce is the preferred path. To some, A-G courses may seem intended for youth preparing for a four-year university experience; however, in ACCESS, A-G is a mindset, a statement of recognition that all students deserve A-G courses as an educational option, and the funds provided by the A-G Completion Improvement Program (A-GCIP) will allow ACCESS to advance the number of students enrolling in A-G courses and provide support to help them successfully complete the classes.

To assist students in achieving a grade of “C” or better in the A-G courses, ACCESS will explore contracts with vendors to provide subject-specific tutoring to students before or after school hours at school sites where tutoring is not currently available. The tutors will be able to offer individual



and small-group instruction targeted to identified students. Similarly, the funds will allow ACCESS to provide overtime opportunities for teachers to work beyond the school day to conduct study groups for students in need of additional assistance and access to resources.

Identifying and supporting the needs of the whole child will increase the likelihood that a student is able to successfully complete the A-G courses. Therefore, the funds will also be used to provide teachers and school counselors in ACCESS with professional development workshops to enhance their instructional practices in the A-G courses, as well as strategies to support students with tiered academic and social-emotional interventions.

Other proposed ideas for the A-GCIP funds including the following:

- Overtime for staff to case manage the cohort of students enrolled in A-G courses to monitor their progress and support credit completion
- Supplemental supplies to enhance co-curricular, teacher-led study groups
- Online A-G curriculum to supplement existing courses
- Transportation for parents to take field trips to local colleges and universities to encourage support for students interested in pursuing higher education goals

#### Describe how the plan and described services and associated expenditures. If applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.

OCDE's Local Control and Accountability Plan (LCAP) and Learning Recovery Plan (LRP) were developed through data analysis and with feedback provide by educational partners with the common goal of continuous improvement of OCDE schools and services to support student achievement. Providing students with supplemental, structured learning opportunities outside of the regular school day has been a consistent focus among OCDE's partners in recent years. This interest is supported by student data and is reflected in both the OCDE LCAP and the LRP. In alignment with the actions and services in these plans, the funds provided by the A-GCIP will allow ACCESS to develop subject-specific, co-curricular activities for students enrolled in A-G courses to enhance completion rates. In addition, the subject-specific tutoring and study groups funded by A-GCIP will create supplemental learning spaces where students will receive targeted assistance with their A-G requirements.

The services in the OCDE LCAP and the LRP also reflect the importance of providing instructional staff with high-quality professional development opportunities that are relevant to the students they serve. The staff workshops and trainings funded by the A-GCIP will coordinate with this initiative by engaging staff with Tier I and Tier II academic and social-emotional interventions and network opportunities to create professional learning communities with an A-G focus.

Family engagement is also a strong component of the ACCESS program with actions and services noted in the LCAP and LRP targeted to this critical population. A-GCIP funds will allow ACCESS to further incorporate parents into the school community by offering workshops on A-G requirements and field trips to local colleges and universities their child might attend. While it is a common practice for students to take field trips to schools,

ACCESS is excited to include parents in this practice to build increased support for A-G credit completion which can lead to more students applying to and attending institutions of higher education.

**Describe how the funds will support pupils, including tutoring programs, to improve the LEA's A-G completion rate.**

Improving OCDE's A-G completion rate will require support in two areas: students and systems. By directing resources to assist students enrolled in A-G courses, providing professional development to instructional staff, and engaging parents, ACCESS will increase the likelihood that students will successfully complete A-G courses with a grade of "C" or better, thereby improving the LEA's A-G completion rate. However, to create a solid foundation of support for A-G completion in ACCESS, OCDE understands the need to enhance system-wide processes to ensure data is properly collected, reported, and used for program improvement.

Funds provided by A-GCIP will support the cost of performing data maintenance in OCDE's Aeries student database to verify A-G course completion is properly coded. This process will require a manual review of the records for each student enrolled in A-G courses, which will necessitate overtime hours and possibly additional staff. Following the initial records review, A-GCIP funds will be used for data entry training for staff to ensure accuracy of records going forward. Periodic internal audits of records will also be conducted randomly to confirm the authenticity of A-G data and correct errors and omissions. Likewise, A-GCIP funds will allow ACCESS to establish a monitoring system for the school counselors to incorporate A-G course completion updates into their regular reporting. Progress toward the completion of the A-G requirements will be discussed routinely with the students to encourage genuine effort and empower them to take ownership of their educational journey.





ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 2, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Christine Olmstead, Ed.D., Interim Chief Academic Officer, Vern Burton, Assistant Superintendent, ACCESS and Dave Connor, Principal, College and Career Preparatory Academy

SUBJECT: A–G Completion Improvement Grant Plan - College and Career Preparatory Academy

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BACKGROUND:

College and Career Preparatory Academy's (CCPA) A–G Completion Improvement Grant Plan will be presented to the Board on March 2, 2022. The plan shall include information regarding how the plan and described services supplement those services identified in the school district's local control and accountability plan. It shall also include a description of the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A-G courses approved by the University of California. In order to ensure community and stakeholder input, the plan shall be discussed at a regularly scheduled meeting by the governing board of the school district, county board of education, or governing body of the charter school and adopted at a subsequent regularly scheduled meeting.

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RECOMMENDATION:

Presentation and Public Hearing only.

Adoption on April 6, 2022.

Orange County Department of Education  
February 2022

A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
College and Career Preparatory Academy	\$150,000
Contact Name and Title	Email and Phone
Dave Connor-Principal	<a href="mailto:Dconnor@ocde.us">Dconnor@ocde.us</a>

Plan Descriptions

Describe how the funds will support pupils in danger of not achieving a grade of "C" or better in A-G courses:

CCPA will provide all students expanded learning opportunities that will help them in attaining their educational goals, including students who are in danger of not achieving a grade of "C" or better in A-G courses through additional tutoring and support in standards-based A-G curriculum.

To increase instructional learning time, CCPA will provide more one-on-one support available through various hours including late afternoon and evening times with paraeducators, the school counselor and the LMS specialist in person and online. The virtual online options allow for greater access to paraeducators who are then able to provide targeted, individualized academic assistance. Staff, teachers, and paraeducators are not restricted by geography and time spent driving to sites and can devote more time to working remotely with students.

Because of these options for both online and in-person tutoring and classes, all students enrolled receive a chromebook and every student is offered internet connectivity if needed. By providing all students in need with the necessary technology to access academic curriculum via an electronic platform, CCPA will provide virtual support with a Learning Management System (LMS) Support Specialist that will offer students extra hours of nighttime support as they navigate the LMS platform and troubleshoot any problems.



To offer additional support for credit deficient students to complete graduation requirements, and for students struggling to maintain an average grade of "C," CCPA purchased an LMS platform, Edgenuity, that provides students with standards-based A-G curriculum that meets the needs of CCPA students in an asynchronous learning environment. This LMS platform allows students to enroll in online courses giving them additional hours of learning time and provides automatic feedback on their progress and mastery of the content. It also provides this data to the instructor and support staff which allows interventions to occur in real time.

Describe how the plan and described services and associated expenditures. If applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.

CCPA will provide all students expanded learning opportunities that will help them in attaining and successfully completing A-G required courses through funds received from the A – G Completion Improvement Grant that will extend and supplement actions in the LCAP. By implementing this plan to support pupil access and successful completion of the A-G course requirements, it will also align with the following 2021-24 LCAP Goals and Actions by extending instructional learning time (LCAP Goal 1, Action 7), integrating student supports to address other barriers to learning (LCAP Goal 1, Action 2 and LCAP Goal 2, Action 3), and additional academic services for students to enhance student achievement (LCAP Goal 2, Action 2). Funding will be used to retain staff with extra duty hours and hiring support to provide direct services to the students. All CCPA students will benefit from expanded learning opportunities that will help them in attaining their educational goals.

Providing individual students with instructional supports, including tutoring and intervention and/or remediation in the Edgenuity A-G standards-based curriculum, will allow students to engage in healthy social-emotional interactions that will in turn positively support student achievement as set forth in Goal 2 Actions 1, 2, and 3.

Overall, by providing these tutoring supports and online curriculum, CCPA will help all students to achieve consistent student attendance and academic achievement as necessary. Additionally, barriers can be reduced by providing support in connecting students with tutors, school counselor, community resource specialist and the LMS specialist in efforts to meet LCAP Goal 1 of providing all students with motivating programs and course work and LCAP Goal 2 providing all students with a continuum of services that address academic, behavioral, social-emotional, health, and well-being needs.

Describe how the funds will support pupils, including tutoring programs, to improve the LEA's A-G completion rate.

To continue to support students' needs, CCPA has implemented a structured tutoring system online allowing students to have daily online options to receive additional help and homework support. Along with tutoring, a nighttime tech specialist was also hired to help support students at night and after hours with computer and LMS software support. Students can schedule appointments to receive help with all areas of academics as well as support in submitting financial aid paperwork, college applications, and help in navigating



the online LMS software. In addition, staff were equipped with external document cameras to support the teachers and paraeducators when working with students individually in a distance learning model.

CCPA has seen success in the newly adopted LMS system in the 2021-22 school year and would use these funds to continue to support students in improving and using this platform through the 2024-2025 school year. This new platform will allow students to enroll in online courses giving them additional hours of learning time to be completed at home or after their scheduled weekly appointment with their teacher. The Edgenuity system has curriculum that supports learning loss gains in the A-G core content areas. According to the Edgenuity first semester report, 41% of students were assigned classes online, 329 classes were taken, 90% of students stayed on pace, there was an 80% completion rate, and an overall 81% grade point average. Because of the successful outcomes from this first semester, CCPA will continue to promote these courses to support student's A-G completion rate in favor of student achievement.

Overall, through extending the implementation of these supports, CCPA will continue to see successful outcomes with our students who are historically 100% at-promise and formerly disengaged students and 82% of are classified as socio-economically disadvantaged. Currently, ADA capture rate has increased 15% from last year while also increasing the percentage of students who attend their weekly appointment by 5%. Ultimately, this leads to a successful graduation rate of 72%, as reflected on the 2021 Dashboard Additional Report (DASS Graduation Rate). Of the current 2021-22 graduates, 77 students have graduated in the first semester from CCPA and 35% of those have received a certificate from local community colleges in the areas of cyber networking, automotive, construction, or welding through our dual enrollment program. Based on these successes, CCPA will continue to promote student achievement with educational supports including tutoring, an LMS specialist, and Edgenuity A-G standards-based curriculum. All resources and practices that began in the 2020-21 school year have continued through the current school year. Ultimately, by providing students with many enhancements in these areas, CCPA's A-G completion rate should continue to increase and improve for the benefit of all students to continue to move forward.

Plan Strategies	Planned Expenditures
Extending instructional learning time	\$ 34,300
Additional academic services for students	\$115,700
Total Funds to implement the Strategies	\$150,000

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 2, 2022  
TO: Nina Boyd, Associate Superintendent, Governance, Leadership & Community Partnerships  
FROM: Renee Hendrick, Associate Superintendent, Administrative Services  
SUBJECT: 2021-2022 Second Interim Report

As required by Education Code Section 1240 (j) county offices of education are required to submit to the Superintendent of Public Instruction a First Period Interim Report and Second Period Interim Report of the county office's financial status.

The superintendent shall certify in writing whether or not the county office of education is able to meet its financial obligations for the remainder of the fiscal year and two subsequent years. The certifications shall be classified as positive, qualified, or negative, pursuant to standards prescribed by the Superintendent of Public Instruction.

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RECOMMENDATION:

Approve revisions to the annual budget in excess of \$25,000 as per Education Code Section 1280. These revisions have been included in the Second Interim Report that is certified Positive by the County Superintendent of Schools.

RH:sh