Item: Agenda - April 6, 2022 [X] Mailed [ ] Distributed at meeting

REGULAR MEETING April 6, 2022

2:30 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=bK2LYXbihvM

# ORANGE COUNTY BOARD OF EDUCATION **AGENDA**

<u>WELCOME</u>

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 April 6, 2022 – Adoption

(\*) MINUTES Regular Meeting of March 2, 2022 – Approval

<u>PUBLIC COMMENTS</u> (related to Closed Session)

TIME CERTAIN

2:30 p.m. 1. Inter-district Appeal Hearing (closed) – Student #04062022001I – Tustin Unified

School District to Newport-Mesa Unified School District.

2. Expulsion Appeal Hearing (open) – Student #04062022002I – Fullerton Joint

Union High School District.

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)

# TIME CERTAIN (continue)

3. <u>Budget Study Session</u>- Renee Hendrick, Associate Superintendent, Administrative Services will conduct the budget study session.

**INVOCATION** 

Nelson Cook

5:00 p.m.

Coaches of Influence

# PLEDGE OF ALLEGIANCE

# **INTRODUCTIONS**

<u>PUBLIC COMMENTS</u> (30 minutes)

# CONSENT CALENDAR

- (\*) 4. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (\*) 5. Adopt Resolution #08-22 to recognize May 11, 2022 as California Day of the Teacher.
- (\*) 6. Adopt Resolution #09-22 to recognize May 15-21, 2022 as Classified School Employees Week.
- (\*) 7. Approve invoice #3251569 in the amount of \$15.00 for Haight, Brown & Bonesteel LLP.
- (\*) 8. Approve invoice #9849 in the amount of \$3,821.25 for the Law Offices of Margaret A. Chidester & Associates.

# **CHARTER SCHOOLS**

- 9. Charter submissions
- (\*) Charter School Public Hearing Vista Meridian Global Academy Countywide Charter School Petition
  Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.

Discussion Format: Vista Meridian Global Academy Public Comments Board Questions (\*) Board action on an Agreement that addresses the operational relationship between ExploreK12, Orange County Board of Education, and Orange County Department of Education.

# BOARD RECOMMENDATIONS

(\*) 12. Resolution – Superintendent Salary 2022-2026 term (Williams)

# STAFF RECOMMENDATIONS

- (\*) Board Action A-G Completion Improvement Grant Plan for OCDE
- (\*) 14. Board Action A-G Completion Improvement Grant Plan for CCPA

# **INFORMATION ITEMS**

# COMMUNICATION/INFORMATION/DISCUSSION

- Website Committee Report
- Irvine International Academy Status Update

# **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, May 4, 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
Regular Meeting
March 2, 2022

AB.

# ORANGE COUNTY BOARD OF EDUCATION MINUTES

**WELCOME** 

<u>CALL TO ORDER</u> The Regular Meeting of the Orange County Board of Education was called to

order by Board President Barke at 4:00 p.m., March 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 March 2, 2022.

MINUTES Motion by Williams, seconded by Sparks, and carried by a vote of 5-0 to approve

the minutes of the February 1, 2022 Special Board Meeting and the minutes of the

February 2, 2022 Regular Board Meeting.

PUBLIC COMMENTS (related to Closed Session) - None

The Board took a recess to go into closed session from 4:01 p.m. to 5:30 p.m.

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**

Ric Olsen, Pastor

Beacon Church, Orange www.thebeacon.church

# **PLEDGE**

Athena Conroy

# Closed Session Report Out

Mr. Brenner reported for closed sessions 1, 2, 3 and 4, the Board had a discussion with counsel. No action was taken other than the following:

- For closed session 2, the Board approved Epstein Becker Green invoices #1076791 and #1076792 by a vote of 4-1 (Williams, Barke, Sparks, and Shaw voted Yes; Gomez voted No).
- For closed session 3, the Board approved the retention of Marguerite Leoni and invoice #215596 by a vote of 4-1 (Williams, Barke, Sparks, and Shaw voted Yes and Gomez voted No.)

# **INTRODUCTIONS**

None

# **PUBLIC COMMENTS**

- Michelle, ISSAC
- Jose, ISSAC
- Sara, ISSAC

# 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. 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.

# **CONSENT CALENDAR (continue)**

- 4. Motion by Williams, seconded by Sparks, and carried by a vote of 4-1 (Williams, Barke, Sparks, and Shaw voted Yes; Gomez voted No) to approve invoice #3250800 in the amount of \$49,450.52 for Haight, Brown & Bonesteel LLP.
- 5. Motion by Williams, seconded by Sparks, and carried by a vote of 4-1 (Williams, Barke, Sparks, and Shaw voted Yes; Gomez voted No) to approve invoice #9823 in the amount of \$8,247.00 for the Law Offices of Margaret A. Chidester & Associates.

# **CHARTER SCHOOLS**

6. Charter submissions – None

# PUBLIC COMMENTS (IIA)

- Austin
- Darren
- Lynn
- Patrick
- Nancy
- Mingwei
- Edwin
- Athena
- Philip
- Donna
- Kathy
- Saga
- 7. Irvine International Academy Update

The Board took a recess from 7:13 p.m. to 7:29 p.m.

8. Motion by Williams, seconded by Sparks, and carried by a vote of 5-0 to table Board action on the proposed changes submitted by Explore Academy to the standard Agreement to the April 6, 2022 board meeting.

# **BOARD RECOMMENDATIONS**

- 9. <u>Presentation</u> Review of Superintendent Salary by Greg Rolen
- 10. Resolution Superintendent Salary 2022-2026 term (Tabled to the April 6, 2022 board meeting.)

# STAFF RECOMMENDATIONS

- 11. <u>Presentation & Public Hearing</u> A-G Completion Improvement Grant Plan for OCDE
- 12. <u>Presentation & Public Hearing</u> A-G Completion Improvement Grant Plan for CCPA
- 13. Motion by Sparks, seconded by Gomez, and carried by a vote of 5-0 to 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**

#### **ANNOUNCEMENTS**

# Superintendent

- Black History Month
- Colloquium under the title of "Know My Name, Face and Story" Christopher Downing, Superintendent of Anaheim Elementary SD; Carol Hedgspeth, Deputy Director of Education Trust; Robert McDonald, Executive Director of Black Chamber of Commerce; Dr. Ian Williamson, Dean of UCI Paul Merage School of Business
- Forum sponsored by Christ Our Redeemer AME Church, Irvine
- Health Fair Working with Afghan refugee students through the CHEP program
- Newport-Mesa Unified School District achieved a perfect score on the ACT.
  One of them did it on the ACT and the SAT.
- 10 OC schools have been invited to the California Academic Decathlon

# Deputy Superintendent

- Next board meeting is on April 6th, 3:00 p.m., submission deadline is March 23rd, packet delivery is April 1<sup>st</sup>
- Memorial Day Essay Contest
- CCSA Conference
- Form 700 due April 1st

# COMMITTEE REPORT

• Trustee Sparks will be working with Trustee Shaw on Board website postings

## COMMUNICATION/INFORMATION/DISCUSSION

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

# Report Out (continue)

Mr. Brenner stated there were two corrections to be made for the report out of closed session 3:

- The invoice number for Marguerite Leoni should read 215596.
- The Board formally confirmed Ms. Leoni's retention and approved her engagement contract by a vote of 4-1 (Shaw, Barke, Williams, and Sparks voted Yes; Gomez voted No).

# **BOARD MEMBER COMMENTS**

■ Trustee Gomez – OCSBA March 18-20

# **PUBLIC COMMENTS**

- Isabella IIA
- Lynn IIA
- Donna IIA
- Patrick IIA
- Nancy IIA
- Mingwei IIA

**ADJOURNMENT** 

On a motion duly made, and seconded, the board meeting of March 2, 2022 adjourned at 10:13 p.m.

Nina Boyd

Assistant Secretary, Board of Education

Mari Barke

President, Board of Education

Next Regular Board Meeting: Wednesday, April 6, 2022 at 3:00 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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Item: Consent Calendar #4

April 6, 2022

[X] Mailed [ ] Distributed at meeting

CB.

# ORANGE COUNTY BOARD OF EDUCATION

# **BOARD AGENDA ITEM**

DATE:

April 6, 2022

TO:

Nina Boyd, Deputy Superintendent

FROM:

Vern Burton, Assistant Superintendent

SUBJECT:

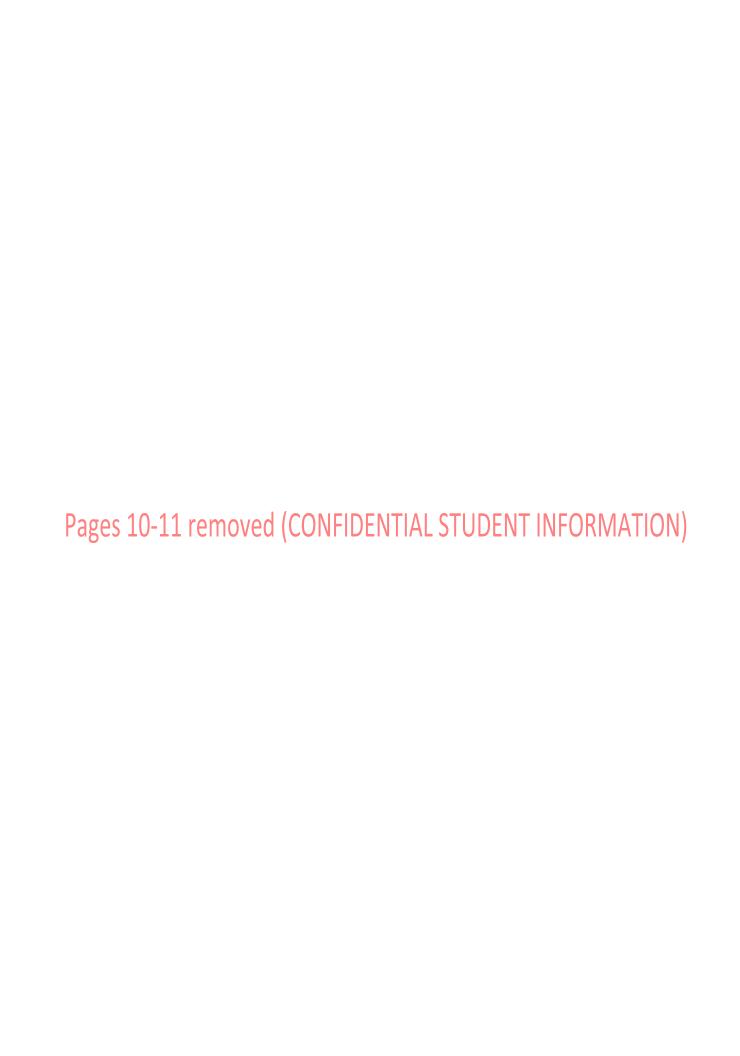
Granting of Diplomas

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.

# **RECOMMENDATION:**

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

VB:sl



Consent Calendar #5 Item: April 6, 2022

[X] Mailed [ ] Distributed at meeting

NB

# ORANGE COUNTY BOARD OF EDUCATION

# **BOARD AGENDA ITEM**

DATE:

April 6, 2022

TO:

Nina Boyd, Deputy Superintendent

FROM:

Darou Sisavath, Recording Clerk

SUBJECT: Resolution #08-22

California Day of the Teacher

# **RECOMMENDATION:**

Adopt Resolution #08-22 to recognize May 11, 2022 as California Day of the Teacher.

# RESOLUTION OF THE BOARD OF EDUCATION ORANGE COUNTY, CALIFORNIA

# CALIFORNIA DAY OF THE TEACHER May 11, 2022

WHEREAS, Education Code Section 37222 designated the Day of the Teacher to recognize the enormous contributions of teachers and ancillary staff; and

WHEREAS, teachers and ancillary staff provide important leadership and guidance for students of all ages; and

WHEREAS, the positive influence and encouragement provided to children directly benefits the community; and

WHEREAS, it is fitting to recognize the significant role of teachers and ancillary staff in providing effective programs in schools of the Orange County Department of Education;

**NOW, THEREFORE, BE IT RESOLVED**, that the Orange County Board of Education recognizes teachers and ancillary staff for their dedicated service to education in the State of California and at the Orange County Department of Education and declares May 11, 2022 as the California Day of the Teacher.

AYES:
NOES:
ABSTAINED:
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 6th day of April 2022.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 6th day of April 2022.

Mari	Barke, President
Oran	ge County Board of Education

Item: Consent Calendar #6

April 6, 2022

[X] Mailed [ ] Distributed at meeting



# ORANGE COUNTY BOARD OF EDUCATION

# **BOARD AGENDA ITEM**

DATE:

April 6, 2022

TO:

Nina Boyd, Deputy Superintendent

FROM:

Darou Sisavath, Recording Clerk

SUBJECT: Resolution #09-22

Classified School Employees Week

# **RECOMMENDATION:**

Adopt Resolution #09-22 to recognize May 15-21, 2022 as Classified School Employee Week.

# RESOLUTION OF THE BOARD OF EDUCATION ORANGE COUNTY, CALIFORNIA

# CLASSIFIED SCHOOL EMPLOYEES WEEK May 15-21, 2022

WHEREAS, Education Code Section 45460 encourages recognition of the outstanding contributions of the classified school employees in the programs and services for the students in the Orange County Department of Education schools; and

WHEREAS, classified school employees are instrumental to the success of the educational programs; and

WHEREAS, classified school employees provide essential leadership and encouragement to the students in the Orange County Department of Education schools who represent the future of the country; and

WHEREAS, classified school employees are greatly responsible for maintaining the exceptional level of service that benefits the entire educational community;

**NOW, THEREFORE, BE IT RESOLVED** that the Orange County Board of Education hereby recognizes classified school employees for their many services and dedication to education in the State of California and at the Orange County Department of Education and declares the week of May 15-21, 2022 as Classified School Employees Week.

AYES:
NOES:
ABSENT:
ABSTAINED:
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 6th day of April 2022.

**IN WITNESS THEREOF**, I have hereunto set my hand and seal this 6th day of April 2022.

Mari Barke, President
Orange County Board of Education

Item: Consent Calendar #7

April 6, 2022

[X] Mailed [ ] Distributed at meeting

RP

# ORANGE COUNTY BOARD OF EDUCATION BOARD AGENDA ITEM

DATE:

April 6, 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

# RECOMMENDATION:

Approve invoice #3251569 in the amount of \$15.00 for Haight, Brown & Bonesteel LLP.

LAWYERS

555 South Flower Street

Los Angeles, CA 90071

Los Angeles, CA 90017-0939

Forty-Fifth Floor

P.O. Box 17939

www. hbblaw.com

Telephone: 213.542.8000

Haight

Facsimile: 213.542.8100

Bill Inquiries: 213.542.8074

accountsreceivable@hbblaw.com

Tax ID: 95-1605271

Mari Barke ORANGE COUNTY BOARD OF EDUCATION 200 Kalmus Avenue Costa Mesa, CA 92626-5922

Invoice No.: Client/Matter: Billing Atty:

3251569 OC18-0000001 GREGORY J. ROLEN

March 7, 2022

Representing: Orange County Board of Education

ORANGE COUNTY BOARD OF EDUCATION Re:

Orange County Board of Education

Total Fees This Invoice \$15.00 Total Fees and Costs This Invoice \$ \$15.00 **Total Due Upon Receipt** \$15.00

> 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

213.542.8000

Re: ORANGE COUNTY BOARD OF EDUCATION

OC18-0000001

Orange County Board of Education Page 2

Invoice No:

3251569

PROFESSIONAL SERVICES RENDERED through 02/28/2022

DateDescriptionAttorneyHours02/16/2022AR0.10

Total Hours 0.10

Total Fees This Invoice \$15.00

213.542.8000

ORANGE COUNTY BOARD OF EDUCATION Re:

OC18-0000001

Orange County Board of Education Page 3 Timekeeper Hours Rate Amount ANGELICA RESENDEZ 0.10 \$150.00 15.00 0.10 15.00 Total Fees and Costs This Invoice \$15.00

Invoice No:

3251569

Haight

**LAWYERS** 

555 South Flower Street Telephone: 213.542.8000 Forty-Fifth Floor Facsimile: 213.542.8100

Los Angeles, CA 90071 Facsimile: 213.542.8100

P.O. Box 17939

Bill Inquiries: 213.542.8074

Los Angeles, CA 90017-0939

accountsreceivable@hbblaw.com

www. hbblaw.com 95-1605271

Mari Barke
ORANGE COUNTY BOARD OF EDUCATION
200 Kalmus Avenue

Invoice No.:
Client/Matter:
OC18-0000001
Billing Atty:
GREGORY J. ROLEN
March 7, 2022

Costa Mesa, CA 92626-5922

Remit To:

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

# PROFESSIONAL SERVICES RENDERED through February 28, 2022

Total Due Upon Receipt	\$ \$15.00
Balance Forward	\$ \$0.00
Total Fees and Costs This Invoice	\$ \$15.00
Total Costs Advanced This Invoice	\$ \$0.00
Total Fees This Invoice	\$ \$15.00

# PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE

Item: Consent Calendar #8
April 6, 2022
[X] Mailed [ ] Distributed at meeting

# ORANGE COUNTY BOARD OF EDUCATION BOARD AGENDA ITEM

DATE:

April 4, 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

# RECOMMENDATION:

Approve invoice #9849 in the amount of \$3,821.25 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

March 22, 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. 9849

Federal Tax ID# 33-0216030

Professional Services Rendered During February 2022:

.7 hrs. at \$275/hr. \$192.50 ATR MAC 8.5 hrs. at \$325/hr. \$2,762.50 \$2,955.00 2.2 hrs. at \$275/hr. \$605.00 ATR MAC .7 hrs. at \$325/hr. \$227.50 \$832.50 \$3,787.50 ATTORNEY TIME: COSTS ADVANCED \$33.75 Copying \$33.75 \$3,821.25 TOTAL AMOUNT DUE:

Item: Charter Schools #10

April 6, 2022

#### Distributed at meeting ORANGE COUNTY BOARD OF EDIX Mailed

# BOARD AGENDA ITEM 38

DATE: April 6, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Aracely Chastain, Director, Charter Schools

**SUBJECT:** Public Hearing - Vista Meridian Global Academy Countywide Charter Petition

## **DESCRIPTION:**

On March 4, 2022, Vista Charter Public Schools submitted a countywide charter school petition to operate Vista Meridian Global Academy. The charter school will serve students in grades nine through twelve and begin operations in the 2023-2024 academic year.

The charter school notified four school districts of intent to operate facilities: Garden Grove Unified, Irvine Unified, Newport-Mesa Unified, and Santa Ana Unified.

# **RECOMMENDATION:**

Pursuant to California Education Code 47605.6, the Orange County Board of Education will hold a public hearing on the provisions of the Vista Meridian Global Academy countywide petition and consider the level of support for the charter school at the April 6, 2022 board meeting.

Charter Schools #11

ORANGE COUNTY BOARD OF EDUCATION [X] Mailed [ ] Distributed at meeting

# BOARD AGENDA ITEM

DATE: April 6, 2022

TO: Nina Boyd, Associate Superintendent

FROM: Aracely Chastain, Director, Charter Schools

**SUBJECT:** Board Action – Explore Academy Agreement

# **DESCRIPTION:**

On October 6, 2021, the Orange County Board of Education (Board) 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 (OCDE) by April 2022.

ExploreK12 has requested revisions to the standard Agreement (DRAFT 1) approved by the Board on October 6, 2021. OCDE staff is in agreement with the changes to the Board's original language proposed by the charter school with the exception of section J. Facilities Agreement. OCDE staff and the Board's attorney are in agreement. OCDE staff and the Board's attorney proposed additional amendments to section J. Facilities Agreement (DRAFT 2) to ensure timely notification, allow OCDE staff to conduct necessary due diligence and report concerns to the Board prior to the school opening a facility.

# **RECOMMENDATION:**

At the April 6, 2022 meeting, the Orange County Board of Education shall take action to approve an Agreement that addresses the operational relationship between ExploreK12, the Board and OCDE.

#### AGREEMENT BETWEEN

# ORANGE COUNTY BOARD OF EDUCATION AND

# **EXPLOREK12**

#### FOR THE OPERATION OF EXPLORE ACADEMY

DRAFT 1

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 <u>public</u> 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 thisits 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

- 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 <u>Charter School</u> 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 ethies-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.
- 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
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# C. Fiscal Operations

- Charter School will be directly funded in accordance with <u>Chapter 6 (commencing with Education Code</u> section 47630) of <u>Division 4 of Title 2 of the Education Code</u>. et seq. Charter School's general purpose entitlement will be calculated in accordance with <u>Education Code</u> section 47633 et seq. The Parties recognize the authority of Charter School to pursue additional sources of funding.
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  - 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.
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Charter School shall utilize commercially available attendance accounting software.

# F. Oversight Fees

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- 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

- 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.
- 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

- 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). Ffacilities 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, tothey 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., <a href="Charter">Charter</a> 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:

- 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:	For the Board:	For the Board:		
Date:	Date:	_		
Name:	Name:	_		
Title:	Title:			
Signature:	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:

- 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.
- Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- 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.

# AGREEMENT BETWEEN

# ORANGE COUNTY BOARD OF EDUCATION AND

# **EXPLOREK12**

# FOR THE OPERATION OF EXPLORE ACADEMY

DRAFT 2

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 <u>public</u> 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 thisits 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

- 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 <u>Charter School</u> 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

- 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.
- 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
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- 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

- 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.
- 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.
  - 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

- At least 45 days Pprior to opening each site, location, facility of the Charter School authorized in the
  approved charter petition, Charter School will provide a written signed agreement, lease or other similar
  document indicating Charter School's right to use the principal school site(s) 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 <u>each site of the Charter School authorized in the approved charter petition</u>. 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). Ffacilities or locations. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a <u>pre-opening</u> site visit of a new or changed Charter School facility prior to <u>opening or use by</u> 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, tothey 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., <a href="Charter">Charter</a> 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:	For the Board:	
Date:	Date:	_
Name:	Name:	_
Title:	Title:	
Signature:	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:

- 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.
- 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.

### ORANGE COUNTY BOARD OF EDUCATION BOARD AGENDA ITEM

DATE:

April 6, 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

### **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

OC18-0000003 14077215.1 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)s 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" (<a href="https://publicpay.ca.gov/Reports/K-12/K-12Entity.aspx?entityid=6269&year=2020)s">https://publicpay.ca.gov/Reports/K-12/K-12Entity.aspx?entityid=6269&year=2020)s</a> 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" (<a href="https://publicpay.ca.gov/Reports/K-12/K-12Entity.aspx?entityid=6269&year=2020)s">https://publicpay.ca.gov/Reports/K-12/K-12Entity.aspx?entityid=6269&year=2020)s</a> 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 Ca	llifornia Constitution Article IX, §3.1(b), as well
as the above	referenced legal authority, the Cour	nty Board shall fix the 2022-2026 County
Superintende	ent'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.



### ORANGE COUNTY BOARD OF EDUCATION

### **BOARD AGENDA ITEM**

DATE:

April 6, 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

### BACKGROUND:

The Orange County Department of Education's A–G Completion Improvement Grant Plan was presented to the Board on March 2, 2022. The plan included information regarding how the plan and described services supplement those services identified in the school district's local control and accountability plan. It also included 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 was 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 shall be adopted at a subsequent regularly scheduled meeting.

### **RECOMMENDATION:**

Approve the A–G Completion Improvement Grant Plan for the Orange County Department of Education in the amended amount of \$569,368.

## 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	\$569,368
Contact Name and Title	Email and Phone
Lisa Lanier, Senior Administrator, State and Federal Programs	<u>llanier@ocde.us</u> (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:

flexibility, and individualized attention provided to them. Regardless of the reason why a student is in the ACCESS program, each student is treated 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 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, ambitions. For some students, attending a university will be the next step after graduation. For others, community college, trade school, or as an individual capable of succeeding in a way that supports college and career readiness in alignment with their future goals, talents, and directly into the workforce is the preferred path. To some, A-G courses may seem intended for youth preparing for a four-year university courses and provide support to help them successfully complete the classes.

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 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

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.

provide by educational partners with the common goal of continuous improvement of OCDE schools and services to support student achievement. 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 OCDE's Local Control and Accountability Plan (LCAP) and Learning Recovery Plan (LRP) were developed through data analysis and with feedback students enrolled in A-G courses to enhance completion rates. In addition, the subject-specific tutoring and study groups funded by A-GCIP will Providing students with supplemental, structured learning opportunities outside of the regular school day has been a consistent focus among 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 initiative by engaging staff with Tier I and Tier II academic and social-emotional interventions and network opportunities to create professional opportunities that are relevant to the students they serve. The staff workshops and trainings funded by the A-GCIP will coordinate with this 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,

**50** 

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 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 in A-G courses, providing professional development to instructional staff, and engaging parents, ACCESS will increase the likelihood that students 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 incorporate A-G course completion updates into their regular reporting. Progress toward the completion of the A-G requirements will be discussed 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 overtime hours and possibly additional staff. Following the initial records review, A-GCIP funds will be used for data entry training for staff to is properly coded. This process will require a manual review of the records for each student enrolled in A-G courses, which will necessitate 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:

April 6, 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

### BACKGROUND:

College and Career Preparatory Academy's (CCPA) A–G Completion Improvement Grant Plan was presented to the Board on March 2, 2022. The plan included information regarding how the plan and described services supplement those services identified in the school district's local control and accountability plan. It also included 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 was 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 shall be adopted at a subsequent regularly scheduled meeting.

### RECOMMENDATION:

Approve the A-G Completion Improvement Grant Plan for College and Career Preparatory Academy.

## 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	<u>Dconnor@ocde.us</u>

### 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.

online options allow for greater access to paraeducators who are then able to provide targeted, individualized academic assistance. To increase instructional learning time, CCPA will provide more one-on-one support available through various hours including late Staff, teachers, and paraeducators are not restricted by geography and time spent driving to sites and can devote more time to afternoon and evening times with paraeducators, the school counselor and the LMS specialist in person and online. The virtual 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 Support Specialist that will offer students extra hours of nighttime support as they navigate the LMS platform and troubleshoot any academic curriculum via an electronic platform, CCPA will provide virtual support with a Learning Management System (LMS) student is offered internet connectivity if needed. By providing all students in need with the necessary technology to access problems

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

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 By implementing this plan to support pupil access and successful completion of the A-G course requirements, it will also align with the 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. 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.

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 To continue to support students' needs, CCPA has implemented a structured tutoring system online allowing students to have daily

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