

REGULAR MEETING

June 15, 2022

4:00 p.m.

Location: The public meeting will be conducted onsite with limited seating at 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream—https://www.youtube.com/watch?v=LN-9a_cqukw



ORANGE COUNTY BOARD OF EDUCATION
AGENDA

WELCOME

CALL TO ORDER

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

ROLL CALL

(*) AGENDA

Regular Meeting of June 15, 2022 – Adoption

(*) MINUTES

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

1. Inter-district Appeal Hearing (closed) – Student #06152022001I – Irvine Unified School District to Newport-Mesa Unified 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)

INVOCATION

5:00 p.m.

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS (30 minutes)

CONSENT CALENDAR

- (*) 2. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (*) 3. Approve apportionment of Federal Forest Reserve receipts in the amount of \$29,617.60.
- (*) 4. Approve Resolution # 14-22 in accordance of regulations required under Proposition 30 and 55 regarding the Education Protection Account Proposed Expenditures.
- (*) 5. Accept the \$25,000.00 donation from SchoolsFirst Federal Credit Union in support of the 2022 Academic Pentathlon program and send a letter of appreciation to donor.
- (*) 6. Approve invoice #1750, in the amount of \$47,500.00 for National Demographics, Inc.

CHARTER SCHOOLS

- 7. Charter submissions
- (*) 8. Board action on Orange County Classical Academy II agreement that addresses the operational relationship between the parties.
- 9. Irvine International Academy Update
- 10. Suncoast Prep Update

BOARD RECOMMENDATIONS

- (*) 11. Board action on resolution regarding Contracts Before the Orange County Board of Education (Barke and Williams)
- (*) 12. Board action on Board Policy 100-22 (Barke and Williams)
- (*) 13. Board action on Board Administrative Regulation for Board Policy 100-22 (Barke and Williams)

STAFF RECOMMENDATIONS

- (*) 14. Approve the Orange County Department of Education (OCDE) Local Control and Accountability Plan.

- (*) 15. Approve the College and Career Preparatory Academy (CCPA) Local Control and Accountability Plan.
- (*) 16. Approve the Annual County School Services Fund Budget of the County Superintendent of Schools.
- (*) 17. Accept California School Dashboard Local Indicators: Orange County Department of Education Schools and Programs (ACCESS County Community, ACCESS Juvenile Hall, OCCS: CHEP/PCHS, and Orange County Special Education).
- (*) 18. Accept California School Dashboard Local Indicators: College and Career Preparatory Academy.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Discussion and Follow-up to June 9, 2021 FCMAT Budget and Purchasing Review and OCDE response

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

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

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

June 15, 2022

[X] Mailed [] Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 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

Pages 5-9 removed (CONFIDENTIAL STUDENT INFORMATION)



ORANGE COUNTY DEPARTMENT OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022
TO: Nina Boyd, Deputy Superintendent
FROM: Renee Hendrick, Associate Superintendent
SUBJECT: Apportionment of Federal Forest Reserve Receipts

Funds are received each year from the United States Government from forest reserves to be used by school districts of the County within or adjacent to a United States Forest Reserve. Section 2300 of the Education Code indicates that upon approval of the County Board of Education, the County Superintendent of Schools may retain 15% of the funds and shall apportion 85% of these funds to such school districts.

The following apportionment is based on the same proportion of land of the Cleveland National Forest that exists in the component district:

Capistrano Unified	2.80%	\$ 829.29
Orange Unified	31.52%	9,335.47
Rancho Santiago Community College	15.77%	4,670.70
South OC Community College	12.57%	3,722.93
Saddleback Valley Unified	22.34%	6,616.57
Orange County Department of Education	<u>15.00%</u>	4,442.64
Total	100.00%	\$ 29,617.60

RECOMMENDATION:

Approve apportionment of Federal Forest Reserve receipts in the amount of \$29,617.60

June 15, 2022

[X] Mailed [] Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Renee Hendrick, Associate Superintendent, Administrative Services

SUBJECT: Education Protection Account Proposed Expenditures Including College and Career Preparatory Academy Charter

RECOMMENDATION:

Approve Resolution # 14-22 in accordance of regulations required under Proposition 30 and 55 regarding the Education Protection Account Proposed Expenditures.

The monies received from the EPA shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Orange County Department of Education.

RH:sh

Orange County Department of Education

Expenditures through: June 30, 2022

For Fund 01, Resource 1400 Education Protection Account

Description	Function Codes	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR			
Adjusted Beginning Fund Balance	0000	9791-9795	0.00
Revenue Limit Sources	0000	8010-8099	167,200.00
Federal Revenue	0000	8100-8299	0.00
Other State Revenue	0000	8300-8599	0.00
Other Local Revenue	0000	8600-8799	0.00
All Other Financing Sources and Contributions	0000	8900-8999	0.00
Deferred Revenue	0000	9650	0.00
TOTAL AVAILABLE			167,200.00
EXPENDITURES AND OTHER FINANCING USES			
(Functions 1000-9999)	Function Codes	Object Codes	
Instruction	1000-1999		0.00
Teacher Salary	1000	1110	119,235.00
STRS	1000	3101	20,175.00
PERS	1000	3201	0.00
Medicare	1000	3313	1,728.00
Medical	1000	3451	21,034.00
Dental	1000	3453	1,575.00
Vision	1000	3455	232.00
State Unemployment	1000	3501	596.00
Workers Compensation	1000	3601	2,564.00
Life Insurance	1000	3951	61.00
Service Contract Audit	1000	5857	0.00
Instruction-Related Services			
Instructional Supervision and Administration	2100-2150		0.00
AU of a Multidistrict SELPA	2200		0.00
Instructional Library, Media, and Technology	2420		0.00
Other Instructional Resources	2490-2495		0.00
School Administration	2700		0.00
Pupil Services			
Guidance and Counseling Services	3110		0.00
Psychological Services	3120		0.00
Attendance and Social Work Services	3130		0.00
Health Services	3140		0.00
Speech Pathology and Audiology Services	3150		0.00
Pupil Testing Services	3160		0.00
Pupil Transportation	3600		0.00
Food Services	3700		0.00
Other Pupil Services	3900		0.00
Ancillary Services	4000-4999		0.00
Community Services	5000-5999		0.00
Enterprise	6000-6999		0.00
General Administration	7000-7999		0.00
Plant Services	8000-8999		0.00
Other Outgo	9000-9999		0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES			167,200.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)			0.00

Orange County Department of Education

Expenditures through: June 30, 2023

For Fund 01, Resource 1400 Education Protection Account

Description	Function Codes	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR			
Adjusted Beginning Fund Balance	0000	9791-9795	0.00
Revenue Limit Sources	0000	8010-8099	168,400.00
Federal Revenue	0000	8100-8299	0.00
Other State Revenue	0000	8300-8599	0.00
Other Local Revenue	0000	8600-8799	0.00
All Other Financing Sources and Contributions	0000	8900-8999	0.00
Deferred Revenue	0000	9650	0.00
TOTAL AVAILABLE			168,400.00
EXPENDITURES AND OTHER FINANCING USES			
(Functions 1000-9999)			
Instruction	1000-1999		0.00
Teacher Salary	1000	1110	118,963.00
STRS	1000	3101	22,722.00
PERS	1000	3201	0.00
Medicare	1000	3313	1,725.00
Medical	1000	3451	20,074.00
Dental	1000	3453	1,482.00
Vision	1000	3455	223.00
State Unemployment	1000	3501	595.00
Workers Compensation	1000	3601	2,558.00
Life Insurance	1000	3951	58.00
Service Contract Audit	1000	5857	0.00
Instruction-Related Services			
Instructional Supervision and Administration	2100-2150		0.00
AU of a Multidistrict SELPA	2200		0.00
Instructional Library, Media, and Technology	2420		0.00
Other Instructional Resources	2490-2495		0.00
School Administration	2700		0.00
Pupil Services			
Guidance and Counseling Services	3110		0.00
Psychological Services	3120		0.00
Attendance and Social Work Services	3130		0.00
Health Services	3140		0.00
Speech Pathology and Audiology Services	3150		0.00
Pupil Testing Services	3160		0.00
Pupil Transportation	3600		0.00
Food Services	3700		0.00
Other Pupil Services	3900		0.00
Ancillary Services	4000-4999		0.00
Community Services	5000-5999		0.00
Enterprise	6000-6999		0.00
General Administration	7000-7999		0.00
Plant Services	8000-8999		0.00
Other Outgo	9000-9999		0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES			168,400.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)			0.00

**RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA, INCLUDING
COLLEGE AND CAREER PREPARATORY ACADEMY**

EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the voters approved Proposition 55 on November 8, 2016, which extended the Proposition 30 temporary income tax increase on high income earners by twelve years through 2030;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Orange County Department of Education;

In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Orange County Department of Education has determined to spend the monies received from the Education Protection Act as attached.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, Mari Barke, President of 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 fifteenth day of June 2022 and passed by a vote of _____.

IN WITNESS THEREOF, I have hereunto set my hand and seal this fifteenth day of June 2022.

Mari Barke,
Orange County Board of Education

June 15, 2022

[X] Mailed [] Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Christine Olmstead, Ed.D., Interim Chief Academic Officer

SUBJECT: Acceptance of Donation for the Orange County Academic Pentathlon Program

BACKGROUND:

The Orange County Department of Education and the Academic Pentathlon program are pleased to be the recipient of a \$25,000.00 donation from SchoolsFirst Federal Credit Union. These funds were used for the 2022 Academic Pentathlon competitions and award ceremonies for students in grades six through eight.

RECOMMENDATION:

Accept the \$25,000.00 donation from SchoolsFirst Federal Credit Union in support of the 2022 Academic Pentathlon program and send a letter of appreciation to donor.

SDR:sc



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022

TO: Nina Boyd, Deputy Superintendent

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

SUBJECT: National Demographics, Inc. Invoice – Redistricting

RECOMMENDATION:

Approve invoice #1750 in the amount of \$47,500.00 for National Demographics, Inc.

NATIONAL DEMOGRAPHICS, INC.
P.O. Box 5271
Glendale, CA 91221 US
djohnson@ndcresearch.com
www.NDCresearch.com

Invoice

BILL TO

Ken Williams
Orange County Board of Education

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1750	06/01/2022	\$47,500.00	07/01/2022	Net 30	

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
06/01/2022	Consulting	Redistricting basic project elements (for details please see NDC's proposal)	1	36,500.00	36,500.00
06/01/2022	Consulting	In Person Meetings (8/4, 11/3, 12/10/2021; 1/27/2022)	4	2,750.00	11,000.00

BALANCE DUE

\$47,500.00

**ORANGE COUNTY BOARD OF
BOARD AGENDA ITI**

Item: Charter Schools #8
June 15, 2022
[X] Mailed [] Distributed at meeting



DATE: June 15, 2022
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Orange County Classical Academy II Agreement

DESCRIPTION:

On October 6, 2021, Orange County Board of Education (the Board) approved Orange County Classical Academy charter school petition to operate Orange County Classical Academy II as a countywide charter school for an initial charter term from July 1, 2022 through June 30, 2027, with the stipulation that the parties enter into an Agreement addressing the operational relationship between the parties by May 2022.

Orange County Classical Academy and the Board's counsel have negotiated and submitted for the Board's consideration a revised Agreement (marked as Board Counsel Document) with a variety of changes to the standard template Agreement (marked as Standard Template).

RECOMMENDATION:

At the June 15, 2022 meeting, the Board shall take action to approve an Agreement that addresses the operational relationship between the parties.

AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
Enter non-profit name
FOR THE OPERATION OF Enter school name

STANDARD
TEMPLATE

This Agreement is made and entered into this **Day day of** Month, Year by and between the Orange County Board of Education (“Board”) and **Enter non-profit Name**, a nonprofit public benefit corporation operating **School Name** (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 **Enter date** through **Enter date**.
- B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). **Enter non-profit name** is the California non-profit public benefit corporation that will operate the Charter School. Charter School shall ensure that at all times throughout the term of its charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of **Enter non-profit name** 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 **Enter date**, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

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

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities. OCDE is not the chartering authority and shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the charter school. The Board, as the chartering authority, shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).
3. Within **ten (10) business days** of Charter School board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the Charter School board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and conflict of interest training to its governing board members and 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. Any such independent study will be limited to occasional, incidental instances of extended absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental instances of extended absences and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
2. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice of such in Charter School policies and Parent/Student Handbook.

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Chapter 6 (commencing with Section 47630) of Division 4 of Title 2 of the Education Code. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.

3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.
 - a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans received by the Charter School and repayment of loans shall be the sole responsibility of Charter School.
6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

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

- c) Charter school's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

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

G. Insurance and Liability

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

judgments up to the required Agreements that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the Board, the County Superintendent or OCDE to admit liability or to pay any money will require the prior written consent of the Board, the County Superintendent or OCDE, as applicable; and (b) the Board, County Superintendent and/or OCDE may join in the defense with its counsel at its own expense.

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

H. Human Resources

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

I. Contracts

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

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

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

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

J. Facilities Agreement

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

K. Zoning and Occupancy

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

The Parties agree that should a dispute arise under this section, they will meet to attempt to resolve any concerns within ten calendar days of the dispute.

L. Dispute Resolution

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

IV. MATERIAL REVISIONS

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

V. SEVERABILITY

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

VI. NON-ASSIGNMENT

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

VII. WAIVER

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

VIII. NONDISCRIMINATION

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

IX. NOTIFICATION

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

To OCDE at:

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

To Enter non-profit at:

Enter school contact name, Title

Enter address

Enter address

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 and Exhibit B
3. The Charter, as approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating as the Charter School

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

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

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

EXHIBIT B

CHARTER-SPECIFIC CONDITIONS

As a condition of charter petition approval by the Board, the following charter-specific conditions must be met by
Enter Date.

AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
ORANGE COUNTY CLASSICAL ACADEMY
FOR THE OPERATION OF ORANGE COUNTY CLASSICAL ACADEMY II

Board Counsel
Document

This Agreement is made and entered into this **2nd day of February, 2022** by and between the Orange County Board of Education ("Board") and Orange County Classical Academy, a nonprofit public benefit corporation operating Orange County Classical 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 unconditionally 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 by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Orange County Classical Academy is the California non-profit public benefit corporation that will operate the Charter School. Charter School shall ensure that at all times throughout the term of its charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Orange County Classical Academy 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. For the avoidance of doubt, OCDE is not a party to this agreement, but is included in an administrative liaison role for the Board, to the extent the Board elects to utilize OCDE in such a manner. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on February 2, 2022, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

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

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities. OCDE is not the chartering authority and shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the charter school. The Board, as the chartering authority, shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).
3. Within **ten (10) business days** of Charter School board meetings, including special and emergency board meetings, Charter School shall **make best efforts to** provide OCDE with a complete audio **or video** recording of the **open session portion of the** meeting. ~~if one is made,~~ 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 conflict of interest training to its governing board members and administrative staff within **45-90 days** of taking office or becoming employed, or as otherwise agreed with **OCDE or the Board**, 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. Any such independent study will be limited to occasional, incidental instances of extended absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental instances of extended absences and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
2. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as the California Education Code sections related to student information protection at all times. ~~Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice of such in Charter School policies and Parent/Student Handbook.~~

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Chapter 6 (commencing with Section 47630) of Division 4 of Title 2 of the Education Code. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.

3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. At the time that this Agreement becomes effective, there are no charter schools affiliated with the Charter School, and thus none of the policies, practices, or reports specified in this paragraph need be followed. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.
 - a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans received by the Charter School and repayment of loans shall be the sole responsibility of Charter School.
6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

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

will take place on the 10th day of each month and the second withdrawal will take place at the end of each month.

- c) Charter school's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions, should the Charter School elect to participate in one or both of those systems.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

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

G. Insurance and Liability

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

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

3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the Board, the County Superintendent or OCDE, and are not entitled to benefits of any kind or nature normally provided to OCDE employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the charter and this Agreement. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.
4. Required Disclosures: Charter School shall notify OCDE in writing within ~~three~~five **(35)** business days of any pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law that is known to the Charter School. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as 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, should the Charter School elect to participate in one or both of those retirement systems.

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1. Charter School shall not have the authority to enter into a contract that would bind the Board, County Superintendent and/or OCDE, nor to extend the credit of the Board, County Superintendent and/or OCDE to any third person or party. Charter School shall clearly indicate in writing to vendors and other entities with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the Board, County Superintendent and/or OCDE.
2. Charter School shall ensure that all contracts for goods and services comply with the criteria noted in Title 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.
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Charter School shall ensure the following for any C/EMO contract:

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

J. Facilities Agreement

1. Prior to opening, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School's needs.
2. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School, with the exception of the schoolsite at 4100 E. Walnut Ave. in Orange. Once open, Charter School must request a material revision to the charter petition in order to ~~change~~ add additional facilities not described in the charter petition. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a site visit of a new ~~or changed~~ Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

K. Zoning and Occupancy

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

it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district.

3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, they will meet to attempt to resolve any concerns within ten calendar days of the dispute.

L. Dispute Resolution

The Parties acknowledge and agree that in addition to the provisions of the charter, dispute resolution procedures shall be consistent with applicable laws and regulations, including Education Code section 47607(g). 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~~ recommendation to the Board as to whether such amendments must be submitted to the Board as a material revision to the charter. Such amendments may only be submitted to the Board upon the approval of Charter School's board, and will take effect only if approved by the Board.

V. SEVERABILITY

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

VI. NON-ASSIGNMENT

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

VII. WAIVER

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

VIII. NONDISCRIMINATION

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

IX. NOTIFICATION

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

To OCDE at:

Nina Boyd, Deputy Superintendent
Orange County Department of Education
200 Kalmus Drive, Costa Mesa CA, 92626-9050
To Orange County Classical Academy at:

Semi Park, Superintendent
4100 E. Walnut Ave.
Orange, CA 92869

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 as the Charter School

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

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

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

June 15, 2022

☒ Mailed ☐ Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022

TO: Nina Boyd, Deputy Superintendent

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

SUBJECT: Resolution regarding Contracts Before the Orange County Board of Education

RECOMMENDATION:

Board action on resolution regarding Contracts Before the Orange County Board of Education

Resolution # _____



**Contracts Before the
Orange County Board of Education**

ORANGE COUNTY BOARD OF EDUCATION

JUNE 15, 2022

WHEREAS, the Orange County Board of Education has the statutory and fiduciary duty to oversee the fiscal accountability, sustainability and transparency of the Orange County Department of Education (“Department”) as set forth below; and

WHEREAS, pursuant to that duty the Board has taken several actions to increase the fiscal transparency and accountability of the Department; and

WHEREAS, on October 7, 2020, the Board passed a Resolution on Retention of Forensic Auditor pursuant to Education Code §1042. The Resolution on Retention of Forensic Auditor pursuant to Education Code §1042 resolved:

1. Pursuant to its authority under California Education Code §1042(d), the Board seeks to employ a person with special expertise in finance, economics, accounting and forensic auditing; and
2. The Board will retain the services of Hemming Morse LLP, Forensic and Financial Consultants, for the purpose of conducting a forensic audit of the Department's budget and fiscal practices; and
3. Passage of this Resolution to constitute an “appropriation by majority vote” of the necessary funds to pay Hemming Morse from Department funds; and
4. The Board expects the full cooperation of the Department staff and the Superintendent of Schools in conducting the aforementioned forensic audit.

WHEREAS, on October 7, 2020, Orange County Superintendent of Schools, Al Mijares

(“Superintendent Mijares”), objected not only to the Resolution on Retention of Forensic Auditor, but also to the audit contained therein primarily based on Superintendent Mijares' contention that the Fiscal Crisis Management Assistance Team (“FCMAT”) had the capability to perform an Assembly Bill (“AB”) 139 Extraordinary Audit. (See Board Meeting Oct. 7, 2020, Transcription, pgs. 56-58.)

WHEREAS, on or about January 2020, Superintendent Mijares unilaterally engaged FCMAT to only conduct a Management Study Review (“Review”); and

WHEREAS, at the February 3, 2021 Board meeting, Superintendent Mijares not only acknowledged the Department staff assisted in the Review's scope, but also that there were potential negative “optics” of a “conflict of interest,” because the Department would compensate FCMAT and Superintendent Mijares had previously served, and may later serve, on the FCMAT Board (See Board Meeting Feb. 3, 2021, Transcription, pgs. 25-28); and

WHEREAS, the Board played no part in defining the scope of the FCMAT Review. Accordingly, on March 30, 2021, the Board articulated concerns about the scope and responsiveness of the Review and FCMAT's neutrality; and

WHEREAS, the Board is informed and believes that FCMAT shared a preliminary document with the Department and Superintendent for their review prior to issuing a final report; and

WHEREAS, on or about June 9, 2021, FCMAT issued a Budget and Purchasing Review of the Orange County Department of Education; and

WHEREAS, the Review made the following Findings and Recommendations regarding Policies and Procedures:

1. Finding:
 - i. The Orange County Department of Education Disbursement Services-Commercial Checks Audit Process Manual (2021) is used to audit direct County Office commercial warrants, according to staff interviews. The Unusual Payments Funded by Grants section of the manual states, “*There must be board action accepting the grant*” before the payment is processed. (*emphasis added.*) (Review, page 3, ¶4);
2. Recommendations:
 - i. Augment the current OCDE Policies and Procedures manual to include more procedures for the Administrative Services section.
 - ii. Revise the Orange County Department of Education Disbursement Services-Commercial Checks Audit Process Manual to include any differences between the audit processes for districts and the county office. Ensure the current version of the manual is posted on the OCDE website.

- iii. Develop desk manuals of employees' duties and ensure that each employee includes step-by-step procedures for all assigned duties in the desk manual.
- iv. Review and revise policies and procedures manuals and desk manuals periodically, but not less than once a year. During this process, ensure that the dates and all sections are correct and correspond with changes. (See Review, page 4, RECOMMENDATIONS.)

WHEREAS, the Review made the following Findings and Recommendations regarding Bidding and Contracting, including, but not limited to:

1. Findings:

- i. Interviews with personnel in other departments indicate a lack of clarity about how the bidding and contracting process flows, especially with federal purchases. Additionally, there is some confusion about the difference between procurement compliance and program compliance.
- ii. Several interviewees indicated that they are not involved in the contracting process other than they generate a contract request; however, Purchasing and Contract staff indicated these departments are responsible for federal compliance.
- iii. Purchasing and Contract staff seem to be under the impression that the requesting department ensures the desired purchase complies with all federal regulations, while the department indicated they only need to ensure funds are expended in accordance with program requirements.
- iv. The County office will benefit from developing written processes and flowcharts for bidding and contracting that detail the responsibilities of all applicable departments and/or individuals. (See Review, page 9, ¶¶1 and 2.)

2. Recommendations:

- i. **FCMAT Recommendation #3.** Revise the OCDE Policies and Procedures manual to include the use of generic language (as indicated above) for bid limits.
- ii. **FCMAT Recommendation #4.** Review the contract forms used for federally funded purchases and revise them to conform with federal requirements.
- iii. **FCMAT Recommendation #7.** To avoid the implication that delegated signature authority only applies to social services contracts, move the applicable reference in the OCDE Policies and Procedures Manual to a general section on contracts. Review the delegated positions listed in the

manual and the Authorization of Signatures document to ensure they are correct.

- iv. **FCMAT Recommendation #11.** Revise the Legal Requirements Checklist to ensure all applicable legal codes are included by type and incorporate the checklist in the contracts training document and/or the OCDE Policies and Procedures manual.

WHEREAS, in response to the Review and long-standing opacity regarding the respective rights and responsibilities of the Board and Superintendent related to grants and contracts, the Board requested a legal opinion from Board counsel; and

WHEREAS, on October 6, 2021, Board counsel made a public presentation concerning the County Board of Education Approval of Grants. The presentation publicly identified the following statutory schemes:

1. Statutes requiring Superintendent action and requiring Board approval;¹
2. Statutes allowing Superintendent action and requiring Board approval;²
3. Statutes requiring Superintendent action and not requiring Board Approval;³ and
4. Statutes allowing Superintendent action and not requiring Board approval.⁴

The presentation also addressed Superintendent Mijares' grant approval history compared to prior Orange County Superintendents of Schools, and other California counties. (Board Meeting Oct. 6, 2021 Transcription, pgs. 73-75.)

WHEREAS, on October 6, 2021, the Board passed Board Policy 100-22 providing in relevant part: "Prior to Department acceptance and/or implementation, new special projects, entitlements, grants or contracts (hereinafter collectively "new obligation(s)") shall be accepted by the Board. If the Board does not accept any new obligation(s) it shall not proceed."; and

WHEREAS, on January 5, 2022, Board counsel presented a Review and Analysis of Selected Healthcare Contracts. The Review and Analysis applied the aforementioned statutory schemes to particular Departmental healthcare agreements. The presentation identified and analyzed several prior and existing healthcare agreements which arguably required Board approval (Board Meeting Jan. 5, 2022 Transcription, pgs. 28-29.);⁵ and

¹ Education Code §§1251, 1260, 1271, 1273, 1275, 1277, 1279, 1280, and 1602.

² Education Code §§1606, 1703, 1721, 1731, 1750, 1751, 1752, 1771, 1940, 1944, 2300, 8320, 8321 and 8363.

³ Education Code §1267.

⁴ Education Code §§1253, 1253.5, 1254, 1256, 1258, 1260, 1262, 1263, 1266, 1268, 1269, 1270, 1271.1, 1274, 1276, and 1278.

⁵ (1) September 1, 2020 Memorandum of Understanding ("MOU") between Orange County Superintendent of Schools a.k.a. Orange County Department of Education ("OCDE") and County of Orange Health Care Agency ("ACA"); (2) March 16, 2021 Agreement for Grant ID #170706; (3) July 1, 2020 Agreement for Provision of

WHEREAS, Education Code §1040 provides: “County boards of education shall: (a) Adopt rules and regulations not inconsistent with laws of the state, for their own government.”; and

WHEREAS, Education Code §1042(a) provides: “County boards of education may do all of the following: (a) Adopt rules and regulations *governing the administration of the county superintendent of schools.*”⁶ (*emphasis added*); and

WHEREAS, the Board shall continue its efforts to (1) ensure compliance with California law; (2) comply with the FCMAT Recommendations; (3) promote fiscal transparency; (4) improve communication; and (5) maintain cooperative governance.

THEREFORE, the Board hereby resolves to direct the Superintendent and Department (collectively “OCDE”) as follows:

1. OCDE comply with the letter and spirit of this Resolution (#____) and amended BP 100-22;
2. OCDE shall immediately notify the Board Executive Committee upon receipt of a new Special Project, Entitlement, Grant, Contract, Agreement, Application (hereinafter “new obligation”);
3. Within ten (10) days of receipt of the new obligation, OCDE shall provide the Executive Committee and Board counsel with the following information: (1) parties to the new obligation; (2) subject matter of the new obligation; (3) term of the new obligation; (4) the parties' respective rights, duties, and commitments under the new obligation. (hereinafter “preliminary information”);
4. OCDE shall conduct a preliminary determination whether the new obligation legally requires Board approval (see footnotes 1, 2 *supra.*) (hereinafter “Board Approval analysis”);
5. OCDE shall provide the Executive Committee and Board Counsel with the Board Approval analysis in advance of the next regularly scheduled Board meeting, or a time mutually agreed upon by OCDE and the Executive Committee;
6. OCDE shall create a “New Obligation” subsection on Board agendas and present new obligations requiring Board approval, as agreed upon by OCDE and Board Counsel, as “Information Items”. OCDE shall present the preliminary information and answer Board questions;

Educationally Related Mental Health Services between County of Orange and Orange County Department of Education (“OCDE”) July 1, 2020 through June 20, 2021; and (4) July 1, 2020 Greatrex Global Learning LLC Service Agreement.

⁶ Several advisory opinions effectively restated the statutory rule (See 104 Cal. Op. Att’y Gen. 25 (2021); 9 Cal. Op. Att’y Gen. 155 (1996); Santa Clara County Office of Education, 8 PERC ¶ 15185; Alameda County Board of Education, 7 PERC ¶ 14188; Alameda County Board of Education, 6 PERC ¶ 13070)

7. OCDE shall present new obligations requiring Board approval as “Action items” to be accepted/approved by the full Board;⁷ and
8. OCDE shall codify 1-7, above and include them in the Policies & Procedures and/or Bidding and Contracting sections of the OCDE Administrative Services Manual.

Adopted by the Orange County Board of Education on June 15, 2022.

Ayes: _____

No: _____

Absent: _____

State of California

County of Orange

I, Mari Barke, President to the Board of Education of Orange County, California hereby certify that the forgoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 15th day of June, 2022 and was passed by a vote (____), of said members present

IN WITNESS THERFOF, I have hereunto set my hand and seal on this 15th day of June 2022.

Mari Barke
President
Orange County Board of Education

⁷ Subsequent Board approval of either the Orange County Superintendent of Schools/Department of Education Annual Budget and/or approval of the First Interim Report and/or Second Interim Report shall not constitute acceptance/approval/ ratification of any new obligation requiring Board approval.

June 15, 2022

☒ Mailed ☐ Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022

TO: Nina Boyd, Deputy Superintendent

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

SUBJECT: Board Policy 100-22

RECOMMENDATION:

Board action on Board Policy 100-22

ORANGE COUNTY DEPARTMENT OF EDUCATION

Costa Mesa, California

BOARD POLICY

100-22

County Board Approval of Grants and Contracts

The County Board of Education ("Board") recognizes its statutory authority to approve and accept certain grants, contracts and other entitlements.¹ The Orange County Department of Education ("Department") is a local public agency supported by state apportionment and local tax collections. The Board recognizes and encourages the Department to pursue external revenue sources, including, but not limited to, government entities, private foundations and corporations. By this policy, the Board requires that such applications be consistent with the missions and goals of both the Board and Department.

Prior to Department acceptance and/or implementation, new special projects, entitlements, grants or contracts (hereinafter collectively "new obligation(s)") requiring Board approval (see fn. 1), shall be accepted by the Board. If the Board does not accept any new obligation(s) requiring Board approval, the new obligation shall not proceed. In the event the Department and/or County Superintendent of Schools ("Superintendent") must seek acceptance and/or implementation of any new obligation(s) requiring Board approval before the next regularly scheduled Board meeting the Board Executive Committee is authorized to provide the Department/Superintendent tentative approval for any new obligation(s) subject to subsequent ratification by the full Board. The Department/Superintendent is authorized to reapply for a new obligation(s) that have been previously Board-approved pursuant to this policy. The Board encourages local school districts ("District") to seek approval from local Boards of Education ("school board(s)") prior to accepting and/or implementing any new obligation(s). If a District wishes to participate in any new Board-approved obligation(s) submitted and/or administered by the Department/Superintendent the local district shall seek approval from school board(s). If any new obligation(s) is not approved by the school board(s) the Department/Superintendent shall remove the District from any new obligation(s).

The Board further recognizes that certain administrative responsibilities are vested with the Department/Superintendent.² Hereinafter, in the interest of transparency and good governance, should the Department/Superintendent seek to encumber and/or expend public resources the Department/Superintendent shall identify the statutory authority upon which the encumbrance/expense was justified. The Department/Superintendent shall provide the Board with the aforementioned justification by a quarterly report at a regular Board meeting. Any and

¹ Reference: Education Code §§1251, 1260, 1271, 1273, 1275, 1277, 1279, 1280, 1602, 1606, 1703, 1721, 1731, 1750, 1751, 1752, 1771, 1940, 1944, 2300, 8320, 8321 and 8363. (See also San Diego Office of Education Policy No. 3200, revised April 10, 2013.)

² Education Code §§1240, 1252, 1253, 1253.5, 1254, 1256, 1258, 1262, 1263, 1266-1270.1, 1276, 1278.

all new obligation(s), encumbrances and/or expenses of \$25,000 or more shall be approved by the Board at each regularly scheduled Board meeting.

Adopted: _____

ORANGE COUNTY DEPARTMENT OF EDUCATION

Costa Mesa, California

BOARD POLICY

100-22

County Board Approval of Grants and Contracts

The County Board of Education ("Board") recognizes its statutory authority to approve and accept certain grants, contracts and other entitlements.¹ The Orange County Department of Education ("Department") is a local public agency supported by state apportionment and local tax collections. The Board recognizes and encourages the Department to pursue external revenue sources, including, but not limited to, government entities, private foundations and corporations. By this policy, the Board requires that such applications be consistent with the missions and goals of both the Board and Department.

Prior to Department acceptance and/or implementation, new special projects, entitlements, grants or contracts (hereinafter collectively "new obligation(s)") requiring Board approval (see fn. 1), shall be accepted by the Board. If the Board does not accept any new obligation(s) requiring Board approval, the new obligation shall not proceed. In the event the Department and/or County Superintendent of Schools ("Superintendent") must seek acceptance and/or implementation of any new obligation(s) requiring Board approval before the next regularly scheduled Board meeting the Board Executive Committee is authorized to provide the Department/Superintendent tentative approval for any new obligation(s) subject to subsequent ratification by the full Board. The Department/Superintendent is authorized to reapply for a new obligation(s) that have been previously Board-approved pursuant to this policy. The Board encourages local school districts ("District") to seek approval from local Boards of Education ("school board(s)") prior to accepting and/or implementing any new obligation(s). If a District wishes to participate in any new Board-approved obligation(s) submitted and/or administered by the Department/Superintendent the local district shall seek approval from school board(s). If any new obligation(s) is not approved by the school board(s) the Department/Superintendent shall remove the District from any new obligation(s).

The Board further recognizes that certain administrative responsibilities are vested with the Department/Superintendent.² Hereinafter, in the interest of transparency and good governance, should the Department/Superintendent seek to encumber and/or expend public resources the Department/Superintendent shall identify the statutory authority upon which the encumbrance/expense was justified. The Department/Superintendent shall provide the Board with the aforementioned justification by a quarterly report at a regular Board meeting. Any and

¹ Reference: Education Code §§1251, 1260, 1271, 1273, 1275, 1277, 1279, 1280, 1602, 1606, 1703, 1721, 1731, 1750, 1751, 1752, 1771, 1940, 1944, 2300, 8320, 8321 and 8363. (See also San Diego Office of Education Policy No. 3200, revised April 10, 2013.)

² Education Code §§1240, 1252, 1253, 1253.5, 1254, 1256, 1258, 1262, 1263, 1266-1270.1, 1276, 1278.

all new obligation(s), encumbrances and/or expenses of \$25,000 or more shall be approved by the Board at each regularly scheduled Board meeting.

Adopted:_____



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022

TO: Nina Boyd, Deputy Superintendent

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

SUBJECT: Board Administrative Regulation for Board Policy 100-22

RECOMMENDATION:

Board action on Board Administrative Regulation for Board Policy 100-22

Orange County Board of Education/
Orange County Superintendent of Schools/
Orange County Department of Education
Administrative Regulation 100-22

I. INTRODUCTION

On October 6, 2021, the Orange County Board of Education (“Board”) adopted Board Policy (“BP”) 100-22 entitled, “County Board Approval of Grants and Contracts.” BP 100-22 provided in relevant part, “Prior to Department acceptance and/or implementation, new special projects, entitlements, grants or contracts (hereinafter collectively “new obligation(s)”) shall be accepted by the Board. If the Board does not accept any new obligation(s) it shall not proceed.”

Subsequently, the Board requested legal memoranda and public presentations concerning the respective statutory authority of the Board and Orange County Superintendent of Schools/Orange County Department of Education (hereinafter “OCDE”) concerning the processing, acceptance, and approval of new obligations. (See October 7, 2021, January 5, 2022 Board Meeting Minutes.) On (June 15, 2022), the Board amended BP 100-22 to not only reflect the Board's intent but also to comply with the language of the California Education Code. Also, on that date the Board approved Resolution No. _____ entitled, “Contracts Before the Orange County Board of Education.” Resolution No. _____, identified new obligations that require Board approval and set forth a process whereby OCDE would bring such new obligations to the Board for public discussion. (See Resolution No. _____.)

II. PURPOSE AND INTENT

Pursuant to the statutory authority granted the Board in Education Code section 1042(a), AR 100-22 shall direct the Board and OCDE in the implementation and execution of BP 100-22 and Resolution No. _____. AR 100-22 shall set forth respective roles and responsibilities of the Board and OCDE concerning new obligations in the interests of efficient and transparent co-governance.

III. PROCESS

A. Intake

1. OCDE shall immediately notify the Board Executive Committee (Board President, Vice President) via email upon receipt and/or solicitation of a new Special Project, Entitlement, Grant, Contract, Agreement, Application (hereinafter “new obligation”).
2. Within ten (10) days of receipt and/or solicitation of the new obligation, and Executive Committee notification thereof, OCDE shall provide the Executive Committee and Board counsel with the following information: (1) parties to

the new obligation; (2) subject matter of the new obligation; (3) term of the new obligation; (4) the parties' respective rights, duties, and commitments under the new obligation (hereinafter "preliminary information").

3. The OCDE Legal Department shall conduct a preliminary determination whether the new obligation legally requires Board approval as set forth in Education Code §§ 1251, 1260, 1271, 1273, 1275, 1277, 1279, 1280, 1602, 1606, 1703, 1721, 1731, 1750, 1751, 1752, 1771, 1940, 1944, 2300, 8320, 8321 and 8363 (see Resolution No. _____, footnotes 1 and 2 *supra*.) (hereinafter "Board Approval analysis").
4. The OCDE Legal Department shall provide the Executive Committee and Board Counsel with the Board Approval analysis in advance of the next regularly scheduled Board meeting, or a time mutually agreed upon by OCDE and the Executive Committee.

B. Board Agenda

1. The Board Meeting, following Board approval of AR 100-22, OCDE shall create a "New Obligation" subsection of the Board Agenda and present all new obligations requiring Board approval, as agreed upon by OCDE and Board Counsel, as "Information Items". OCDE shall present the preliminary information and answer Board questions.¹
2. OCDE shall present new obligations requiring Board approval as "Action items" to be accepted/approved by the full Board. Approval of either the Orange County Superintendent of Schools/Department of Education Annual Budget and/or approval of the first interim Report and/or Second Interim Report shall not constitute acceptance/approval/ratification of any new obligation requiring Board approval, absent a formal Board vote.
3. New obligations not requiring Board approval² shall be placed on the Board agenda at the discretion of the Superintendent.

C. Notice

1. By way of approval of Resolution No. _____, and passage of BP/AR 100-22, all parties to any new obligation are hereby notified that execution, acceptance and/or implementation of any new obligation requiring Board approval, without the required Board approval shall be considered null and void by the Board.

¹ In the event the OCDE Legal Department and Board Counsel cannot agree on whether the new obligation requires Board approval the new obligation shall be presented on the New Obligation subsection of the Board agenda in an abundance of caution and for transparency purposes.

² Education Code §§1253, 1253.5, 1254, 1256, 1258, 1260, 1262, 1263, 1266, 1267, 1268, 1269, 1270, 1271.1, 1274, 1276, and 1278.

D. Administrative Services Manual

1. OCDE shall codify III (A-C) above and include them in the Policies & Procedures and/or Bidding and Contracting sections of the OCDE Administrative Services Manual.
2. OCDE contracting documents shall include the Notice set forth in III(c)(1) *supra*.



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022
TO: Nina Boyd, Deputy Superintendent
FROM: Christine Olmstead, Ed.D., Interim Chief Academic Officer
SUBJECT: OCDE Local Control and Accountability Plan

BACKGROUND:

Orange County Department of Education Local Control and Accountability Plan (LCAP) for the 2022-2023 school year, including a 2021-2022 update, was presented to the Board on June 1, 2022. As required by law the LCAP included student, parent and community partner input and was posted to the Orange County Department of Education website for public review.

RECOMMENDATION:

Approve the OCDE Local Control and Accountability Plan.



ORANGE COUNTY BOARD OF EDUCATION
BOARD AGENDA ITEM

DATE: June 15, 2022
TO: Nina Boyd, Deputy Superintendent
FROM: Christine Olmstead, Ed.D., Interim Chief Academic Officer and Dave Connor,
Principal, College and Career Preparatory Academy
SUBJECT: College and Career Preparatory Academy Local Control Accountability Plan

BACKGROUND:

College and Career Preparatory Academy Local Control and Accountability Plan (LCAP) for 2021-2024 was presented to the Board on June 1, 2022. As required by the law, the LCAP includes student, parent, and community partner input and was posted to the Orange County Department of Education website for public review.

RECOMMENDATION:

Approve the College and Career Preparatory Academy (CCPA) Local Control and Accountability Plan.



ORANGE COUNTY BOARD OF EDUCATION
BOARD AGENDA ITEM

DATE: June 15, 2022
TO: Nina Boyd, Deputy Superintendent
FROM: Renee Hendrick, Associate Superintendent, Administrative Services
SUBJECT: Budget Approval for Fiscal Year 2022-23

As required by State regulations, the attached documents include the 2022-23 OCDE budget and the Criteria and Standards. The July budget reflects preliminary estimates of income and expenditures, including projected growth needs, based on information available from the Governor's May Revise.

RECOMMENDATION:

Approve the Annual County School Services Fund Budget of the County Superintendent of Schools.

RH:sh



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Christine Olmstead, Ed.D., Interim Chief Academic Officer

SUBJECT: California School Dashboard Local Indicators: Orange County Department of Education Schools and Programs (ACCESS County Community, ACCESS Juvenile Hall, OCCS: CHEP/PCHS, and Orange County Special Education)

BACKGROUND:

The State Board of Education (SBE) approved standards for the local indicators that support LEAs in measuring and reporting their progress within the appropriate priority area. For each local indicator, the performance standards are as follows:

1. Annually measure its progress in meeting the requirements of the specific LCFF priority; and
2. Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP; and
3. Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

An LEA uses the SBE-adopted self-reflection tools to report its progress through the Dashboard. The collection and reflection on locally available information relevant to progress regarding local priority areas will support LEAs in completing the self-reflection tools, reporting in the Dashboard, and in local planning and improvement efforts.

Provided an LEA satisfies the performance standards for each local indicator, the Dashboard will automatically assign a performance level of Met. If an LEA does not meet the performance standards, the Dashboard will automatically assign a performance level of Not Met or Not Met for Two or More Years, as applicable.

Local indicators for County Offices of Education include the following LCAP state priorities:

- Priority 1 – Basic Services that include appropriately assigned teachers, student access to standards-aligned curriculum, and safe, clean and functional school facilities.
- Priority 2 – Implementation of State Academic Standards
- Priority 3 – Family Engagement

- Priority 6 – School Climate
- Priority 7 – Access to a Broad Course of Study
- Priority 9 – Coordination of Services for Expelled Students
- Priority 10 – Coordination of Services for Foster Youth

Priorities 4, “Pupil Achievement,” 5, “Pupil Engagement,” and 8, “Pupil Outcomes” are directly populated on the LEA Dashboard by the CDE, based upon available data in CALPADS.

RECOMMENDATION:

Accept California School Dashboard Local Indicators: Orange County Department of Education Schools and Programs (ACCESS County Community, ACCESS Juvenile Hall, OCCS: CHEP/PCHS, and Orange County Special Education).

JB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 15, 2022
TO: Nina Boyd, Deputy Superintendent
FROM: Christine Olmstead, Ed.D., Interim Chief Academic Officer
SUBJECT: California School Dashboard Local Indicators: College and Career Preparatory Academy

BACKGROUND:

The State Board of Education (SBE) approved standards for the local indicators that support LEAs in measuring and reporting their progress within the appropriate priority area. For each local indicator, the performance standards are as follows:

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An LEA uses the SBE-adopted self-reflection tools to report its progress through the Dashboard. The collection and reflection on locally available information relevant to progress regarding local priority areas will support LEAs in completing the self-reflection tools, reporting in the Dashboard, and in local planning and improvement efforts.

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Local indicators for County Offices of Education include the following LCAP state priorities:

- Priority 1 – Basic Services that include appropriately assigned teachers, student access to standards-aligned curriculum, and safe, clean and functional school facilities.
- Priority 2 – Implementation of State Academic Standards
- Priority 3 – Family Engagement
- Priority 6 – School Climate
- Priority 7 – Access to a Broad Course of Study

Priorities 4, “Pupil Achievement,” 5, “Pupil Engagement,” and 8, “Pupil Outcomes” are directly populated on the LEA Dashboard by the CDE, based upon available data in CALPADS.

RECOMMENDATION:

Accept California School Dashboard Local Indicators: College and Career Preparatory Academy.