



REGULAR MEETING

October 5, 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://youtu.be/Oypj0\\_6gnKQ](https://youtu.be/Oypj0_6gnKQ)

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 October 5, 2022 – Adoption

(\*) MINUTES

Regular Meeting of September 7, 2022 – Approval  
Special Meeting of September 20, 2022 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

- (\*) 1. Inter-district Appeal Hearing (closed) – Student #100520220011 – Garden Grove Unified School District to Anaheim Elementary 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 invoice #3256439 in the amount of \$27,566.17 for Haight, Brown & Bonesteel LLP.

## CHARTER SCHOOLS

- 4. Charter submissions
- (\*) 5. Charter School Public Hearing – Oxford Preparatory Academy Middle School – Appeal Charter Petition  
Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.  
  
Discussion Format:  
Oxford Preparatory Academy Middle School  
Public Comments (30 minutes)  
Board Questions
- (\*) 6. Board Action – Oxford Preparatory Academy Middle School Appeal Charter Petition
- 7. Charter Updates
  - Unity - Board

## BOARD RECOMMENDATIONS

- (\*) 8. Board action on Proposed Board Policy 400-4. (Williams)
- (\*) 9. Approve Board President's reimbursement for travel to Washington D.C. to meet with lobbyists and legislators. (Sparks)

## STAFF RECOMMENDATIONS



## INFORMATION ITEMS

### COMMUNICATION/INFORMATION/DISCUSSION

- December 2022 board date change (Sparks)
- Charter Schools Parent Complaint Process (Nina)
- Professional Development Resolution (Executive Committee)
- Rancho Sonado Update (Renee)

### 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, November 4, 2022 at 5:00 p.m. The meeting will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92626 with limited seating and via YouTube live stream.

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

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



MINUTES  
Regular Meeting  
September 7, 2022



ORANGE COUNTY BOARD OF EDUCATION  
MINUTES

WELCOME

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by Board President Sparks at 4:03 p.m., September 7, 2022 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

ROLL CALL

Present:  
Jorge Valdes, Esq.  
Tim Shaw  
Lisa Sparks, Ph.D.  
Ken L. Williams, D.O.  
Mari Barke

AGENDA

Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to approve the agenda of the Regular meeting of September 7, 2022.

MINUTES

Motion by Williams, seconded by Barke, and carried by a vote 5-0 to approve the minutes of the Regular meeting of August 17, 2022.

PUBLIC COMMENTS (related to Closed Session) - None

The Board took a recess from 4:05 p.m. to 5:08 p.m. to go into closed session to conduct an Inter-District appeal hearing.

1. Inter-district Appeal Hearing (closed) – Student #09072022001I – Irvine Unified School District to Newport-Mesa Unified School District.

Motion by Barke, seconded by Williams, and carried by a vote of 5-0 to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2022-23).

Spencer Gooch, Manager, Educational Services facilitated the hearing.

INVOCATION

Rabbi Peter S. Levi  
President, Orange County Board of Rabbis

PLEDGE OF ALLEGIANCE Lorrie Kaylor

INTRODUCTIONS Christine Olmstead, Ed.D., Chief Academic Officer



## PUBLIC COMMENTS

- Lori, Oxford Prep Academy
- Andrei, Oxford Prep Academy

## ORGANIZATIONAL MEETING

2. Election of Officer –Board President presided over the election of the Clerk of the Board.  
  
Motion by Williams, seconded by Barke, and carried by a 5-0 vote to elect Trustee Valdes as the Clerk of the Board.
3. Motion by Williams, seconded by Barke, and carried by a 5-0 to nominate and approve board member assignments for the 2022-2023 fiscal year.

## TIME CERTAIN

4. Special Presentation – Orange County’s Red Ribbon Week Campaign - Christine Olmstead, Ed.D., Chief Academic Officer facilitated the presentation.
5. Motion by Barke, seconded by Valdes, and carried by a vote of 5-0 to adopt Resolution # 13-22 in support of October 23 - October 29, 2022, as Orange County’s Red Ribbon Week campaign, and encourage all community members to promote alcohol, tobacco, and other drug prevention education programs and activities, and send copies of this resolution to school districts in Orange County, with an amendment, adding language to reflect acknowledgement of Special Agent Kiki Camarena’s service to this country.

The Board recessed the Regular Board Meeting to conduct a Meeting of the Orange County Department of Education Facilities Corporation from 5:32 p.m. to 5:33 p.m. to approve the Minutes of the Facilities Corp by a 5-0 vote.

## CONSENT CALENDAR

- Motion by Barke, seconded by Shaw, and carried by a vote of 5-0 to approve Consent Calendar items #6, #7, #8, and #9.
6. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
  7. Accept donation of \$50,000.00 from SchoolsFirst Federal Credit Union, on behalf of the Orange County Teachers of the Year program and send a letter of appreciation to donor.
  8. Accept the Supervisors of Attendance for the Orange County School Districts 2021-2022.
  9. Approve invoices #3254858 in the amount of \$33,779.76 and #3255717 in the amount of \$26,605.09 for Haight, Brown & Bonesteel LLP.



## CHARTER SCHOOLS

10. Charter submissions - None

## BOARD RECOMMENDATIONS

11. Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to approve consulting and lobbying agreement with Sheehy Strategy Group, effective September 7, 2022 through June 30, 2023.
12. Motion by Barke, seconded by Williams, and carried by a vote of 5-0 to approve the Charter Schools Forum for September 20, 2022.

## STAFF RECOMMENDATIONS

13. Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to adopt Resolution #19-22 identifying the Gann actual appropriations limit for 2021-22 and the Gann estimated appropriations limit for 2022-23.

## INFORMATION ITEMS

### COMMUNICATION/INFORMATION/DISCUSSION

- Renee- Rancho Sonado Update

### ANNOUNCEMENTS

#### Deputy Superintendent

- Dean- New Funding
- Renee- Facilities Update
- September 20<sup>th</sup> Special meeting information will be posted on the Board's website
- Next regular board meeting is on October 5, 2022; submission deadline is September 21, 2022.

### COMMITTEE REPORT

- Trustee Shaw and Trustee Williams- Website Committee

### BOARD MEMBER COMMENTS

- Trustee Valdes visited Vista Meridian Global Academy on August 26th
- Trustee Shaw- Welcomes Trustee Valdes to Board
- Trustee Williams- Joe Nalven, Parental Rights

The board took a recess from 6:34 p.m. to 7:13 p.m. to go into closed session.

## CLOSED SESSION 1

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

## CLOSED SESSION 2

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. OC Superintendent of Schools, Al Mijares, and



State Superintendent of Public Instruction, Tony Thurmond Case No 30-2019-01112665-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

CLOSED SESSION 3

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

CLOSED SESSION 4


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

Report Out

Mr. Brenner reported for Closed Sessions 1 through 4, the Board had a discussion with legal counsel. No action was taken other than approval of Epstein, Becker, and Green invoices #1094608, #1094609, and #1094610, dated August 31, 2022.

ADJOURNMENT

On a motion duly made, and seconded, the board meeting of September 7, 2022 adjourned at 7:14 p.m.

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

\_\_\_\_\_  
Lisa Sparks, Ph.D.  
President, Board of Education

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MINUTES  
Special Meeting  
September 20, 2022



ORANGE COUNTY BOARD OF EDUCATION  
Special Meeting Minutes

WELCOME

CALL TO ORDER

The Special Meeting of the Orange County Board of Education was called to order by Board President Sparks at 6:08 p.m., September 20, 2022 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

ROLL CALL

Present:  
Jorge Valdes, Esq.  
Tim Shaw  
Lisa Sparks, Ph.D.  
Ken L. Williams, D.O.  
Mari Barke

(\*) AGENDA

Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to approve the agenda of the Special meeting of September 20, 2022.

INVOCATION

Barbara George

PLEDGE

Reina Shebesta

PUBLIC COMMENTS

None

INTRODUCTIONS

FORUM FORMAT

Board President Sparks asked Vice President Shaw to introduce the moderator, Senator Bob Huff (ret.) and handed the meeting over to the moderator.

Senator Huff provided an overview of the meeting format and introduced the panelists.

- Gloria Romero
- Walter H. Myers, III
- Lance Izumi
- Ricardo Soto
- Kevin Kiley

The panelists made their opening remarks (12 minutes).

- Lance Izumi
- Walter H. Myers, III
- Gloria Romero
- Ricardo Soto
- Kevin Kiley



Board began first round-robin questions to panelist (6 minutes per Trustee).

- Trustee Barke
- Trustee Williams
- Trustee Valdes
- Board Vice President Shaw
- Board President Sparks

The Board took a recess from 8:00 p.m. to 8:18 p.m.

Closing Remarks (8 minutes per panelist) made by Ricardo Soto, Kevin Kiley, Gloria Romero, Walter H. Myers, III, and Lance Izumi.

Senator Huff thanked the panel and handed the meeting back to Board President Sparks.

#### PUBLIC COMMENTS

- Syndie
- Madison
- Windi
- Michelle
- Marissa

Board President closed the meeting.

#### ADJOURNMENT

On a motion duly made, and seconded, the Special Board meeting of September 20, 2022 adjourned at 9:03 p.m.



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Nina Boyd  
Assistant Secretary, Board of Education

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Lisa Sparks, Ph.D.  
President, Board of Education

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VB

**ORANGE COUNTY BOARD OF EDUCATION**

**BOARD AGENDA ITEM**

DATE: October 5, 2022  
TO: Nina Boyd, Deputy Superintendent  
FROM: Vern Burton, Assistant Superintendent, Alternative Education  
SUBJECT: Granting of Diplomas

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

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**RECOMMENDATION:**

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

VB:sl



Pages 11-12 removed (CONFIDENTIAL STUDENT INFORMATION)





ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: October 5, 2022

TO: Nina Boyd, Deputy Superintendent

FROM: Lisa Sparks Ph.D., Board President  
Tim Shaw, Board Vice President

SUBJECT: Haight, Brown & Bonesteel LLP – Invoice

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RECOMMENDATION:

Approve invoice #3256439 in the amount of \$27,566.17 for Haight, Brown & Bonesteel LLP.



**Haight Brown & Bonesteel LLP**  
LAWYERS

**Haight**

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

*Telephone:* 213.542.8000

*Facsimile:* 213.542.8100

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

*Bill Inquiries:* 213.542.8074  
accountsreceivable@hbblaw.com

www.hbblaw.com

*Tax ID:* 95-1605271

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

Invoice No.: 3256439  
Client/Matter: OC18-0000003  
Billing Atty: GREGORY J. ROLEN  
September 13, 2022

Representing: Orange County Board of Education  
Re: ORANGE COUNTY BOARD OF EDUCATION  
Advice on Board Governance and Budgetary Issues

Total Fees This Invoice	\$25,595.50
Total Costs Advances This Invoice	\$1,970.67
Total Fees and Costs This Invoice	\$ 27,566.17
Total Due Upon Receipt	\$ 27,566.17

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

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



Haight Brown & Bonesteel LLP  
213.542.8000

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

Invoice No: 3256439

Page 2

PROFESSIONAL SERVICES RENDERED through 08/31/2022

Date	Description	Attorney	Hours
08/01/2022		GJR	0.40
08/01/2022		GJR	0.60
08/01/2022		GJR	0.40
08/02/2022		GJR	0.40
08/02/2022		GJR	1.60
08/02/2022		GJR	1.00
08/02/2022		GJR	0.30
08/02/2022		GJR	0.30
08/03/2022		GJR	0.30
08/04/2022		GJR	1.10
08/05/2022		GJR	0.30
08/05/2022		GJR	0.30
08/05/2022		GJR	0.40
08/08/2022		GJR	0.90
08/08/2022		GJR	0.70
08/09/2022		GJR	1.60
08/10/2022		GJR	0.30



Haight Brown & Bonesteel LLP  
213.542.8000

Re: ORANGE COUNTY BOARD OF EDUCATION  
OC18-0000003

Invoice No: 3256439

Advice on Board Governance and Budgetary Issues

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08/10/2022	GJR	0.30
08/10/2022	GJR	0.90
08/10/2022	GJR	0.40
08/11/2022	GJR	0.70
08/11/2022	GJR	0.90
08/11/2022	GJR	0.50
08/11/2022	GJR	0.50
08/11/2022	GJR	0.90
08/11/2022	GJR	0.80
08/11/2022	GJR	0.60
08/11/2022	GJR	1.60
08/12/2022	GJR	6.80
08/12/2022	GJR	0.30
08/12/2022	GJR	0.30
08/12/2022	GJR	0.30
08/15/2022	GJR	4.30
08/15/2022	GJR	0.90



Haight Brown & Bonesteel LLP  
213.542.8000

Invoice No: 3256439

Re: ORANGE COUNTY BOARD OF EDUCATION  
OC18-0000003

Advice on Board Governance and Budgetary Issues

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08/15/2022	GJR	1.10
08/16/2022	GJR	1.60
08/16/2022	GJR	0.50
08/16/2022	GJR	0.40
08/16/2022	GJR	0.50
08/16/2022	GJR	0.90
08/17/2022	GJR	4.10
08/17/2022	GJR	4.80
08/18/2022	GJR	4.50
08/18/2022	GJR	4.70
08/19/2022	GJR	0.30
08/19/2022	GJR	0.50
08/19/2022	GJR	0.40
08/19/2022	GJR	1.90
08/22/2022	GJR	0.50
08/22/2022	GJR	0.50
08/23/2022	GJR	0.50
08/23/2022	GJR	4.10
08/24/2022	GJR	0.80
08/24/2022	GJR	0.50



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213.542.8000

Invoice No: 3256439

Re: ORANGE COUNTY BOARD OF EDUCATION  
OC18-0000003

Advice on Board Governance and Budgetary Issues

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08/25/2022	GJR	0.70
08/26/2022	GJR	0.60
08/29/2022	GJR	0.50
08/29/2022	GJR	0.50
08/29/2022	GJR	0.60
08/29/2022	GJR	0.90
08/30/2022	GJR	0.60
08/31/2022	GJR	0.30
08/31/2022	GJR	0.90
08/31/2022	GJR	0.50
08/31/2022	GJR	0.30
08/31/2022	GJR	0.70

Total Hours	72.10
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Total Fees This Invoice	\$25,595.50
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Haight Brown & Bonesteel LLP  
213.542.8000

Invoice No: 3256439

Re: ORANGE COUNTY BOARD OF EDUCATION  
OC18-0000003

Advice on Board Governance and Budgetary Issues

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Timekeeper	Hours	Rate	Amount
GREGORY J. ROLEN	72.10	\$355.00	25,595.50
	<u>72.10</u>		<u>25,595.50</u>



Haight Brown & Bonesteel LLP  
213.542.8000

Invoice No: 3256439

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

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Mileage

08/12/2022 89.38

08/18/2022 35.00

Total for Mileage  
Out-of-Town Travel 124.38

08/01/2022 463.95

08/01/2022 358.48

08/01/2022 23.00

08/15/2022 7.50

08/18/2022 471.96

08/18/2022 302.40

Total for Out-of-Town Travel 1,627.29

Meals

08/15/2022 165.00

Total for Meals 165.00

Parking Expense

08/18/2022 48.00

Total for Parking Expense 48.00



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213.542.8000

Invoice No: 3256439

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

Page 8

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Other

08/12/2022 6.00

Total for Other 6.00

Total Costs Advanced This Invoice \$1,970.67

Total Fees and Costs This Invoice \$27,566.17



Haight Brown & Bonesteel LLP

LAWYERS

555 South Flower Street  
Forty-Fifth Floor  
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Haight

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Facsimile: 213.542.8100

Bill Inquiries: 213.542.8074  
accountsreceivable@hbblaw.com

Tax ID: 95-1605271

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

Remit To:

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

Invoice No.: 3256439  
Client/Matter: OC18-0000003  
Billing Atty: GREGORY J. ROLEN  
September 13, 2022

PROFESSIONAL SERVICES RENDERED through August 31, 2022

Total Fees This Invoice	\$ 25,595.50
Total Costs Advanced This Invoice	\$ 1,970.67
Total Fees and Costs This Invoice	<u>\$ 27,566.17</u>
Balance Forward	\$ 0.00
Total Due Upon Receipt	<u><u>\$ 27,566.17</u></u>

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE

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



CHECK REQUEST

Date Requested: 8/1/2022 (mm/dd/yyyy)

AMOUNT \$845.43

DATE NEEDED: (mm/dd/yyyy) Time Needed: ☐ RUSH ☐ AM ☐ PM

☐ MAIL CHECK ☒ RETURN CHECK TO: Greg Rolon

PAYABLE TO: Greg Rolon

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

☒ CLIENT CHARGE

FILE # OC18-03

CASE NAME: Orange County

COST CODE: *Select only one cost code from the drop down lists below*

A thru M codes

RTA Round Trip Airfare

ADDITIONAL COST DESCRIPTION *Example: Name of document filed if Filing Fee  
(Required if Cost Code = "Other") 7/26-27/22 Airfare \$463.95; 7/26/27/22 Hotel 4358.48; 7/27/22  
Taxi \$23*

☐ FIRM CHARGE:

PURPOSE: Select one: TYPE: Select one:

OFFICE CHARGED: Select one: PRACTICE CODE: Select one:

DESCRIPTION (Required) – *Example: "registration fee for June 10, 2012 Notary seminar for Ann Smith – enrollment form attached".* \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TKPR # \_\_\_\_\_ Initials \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ TKPR # \_\_\_\_\_ Initials \_\_\_\_\_

8/1/2022 3:45:00 PM



## Attachments for Bill 3256439

**Haymond, Patricia B.**

**From:** Southwest Airlines <[southwestairlines@ifly.southwest.com](mailto:southwestairlines@ifly.southwest.com)>  
**Sent:** Friday, July 15, 2022 9:59 AM  
**To:** Haymond, Patricia B.  
**Subject:** You're going to Orange County, CA on 07/26 (4C7R4H)!

EXTERNAL - This message came from outside the Firm.

Here's your itinerary & receipt. See ya soon!  
[View our mobile site](#) | [View in browser](#)



[Manage Flight](#) | [Flight Status](#) | [My Account](#)

### Travel notice

**REAL ID:** Beginning May 3, 2023, TSA will require every Passenger to present a state-issued **REAL ID** compliant license or identification card, or another acceptable form of ID (such as a U.S. Passport), to fly within the United States.



Hi Gregory,

We're looking forward to flying together! It can't come soon enough. Below you'll find your itinerary, important travel information, and trip receipt. See you onboard soon!

**JULY 26 - JULY 27**

**OAK SNA**

Oakland to Orange County, CA

Confirmation # **4C7R4H**

Confirmation date: 07/15/2022

<b>PASSENGER</b>	Gregory Rolon
<b>RAPID REWARDS #</b>	<a href="#">Join</a> or <a href="#">Log in</a>
<b>TICKET #</b>	5262142151680
<b>EXPIRATION<sup>1</sup></b>	July 15, 2023
<b>EST. POINTS EARNED</b>	4,046

Rapid Rewards® points are only estimations.

## Your itinerary



## Attachments for Bill 3256439

Flight 1: Tuesday, 07/26/2022 Est. Travel Time: 1h 25m <a href="#">Anytime</a>		
FLIGHT # 2093	DEPARTS	ARRIVES
	<b>OAK 11:25AM</b>	<b>SNA 12:50PM</b>
	Oakland	Orange County, CA
Flight 2: Wednesday, 07/27/2022 Est. Travel Time: 1h 25m <a href="#">Anytime</a>		
FLIGHT # 3063	DEPARTS	ARRIVES
	<b>SNA 04:15PM</b>	<b>OAK 05:40PM</b>
	Orange County, CA	Oakland

### Payment information

Total cost		Payment
<b>Air - 4C7R4H</b>		Visa ending in 3080
Base Fare	\$ 404.42	Date: July 15, 2022
U.S. Transportation Tax	\$ 30.33	Payment Amount: \$463.95
U.S. 9/11 Security Fee	\$ 11.20	
U.S. Flight Segment Tax	\$ 9.00	
U.S. Passenger Facility Chg	\$ 9.00	
<b>Total</b>	<b>\$ 463.95</b>	

Fare rules: If you decide to make a change to your current itinerary it may result in a fare increase.

Your ticket number: 5262142151680

### All your perks, all in one place. (Plus a few reminders.)



**Anytime fare:** Your two bags fly free\*, no change\* or cancel\* fees, 10X Rapid Rewards® points, and EarlyBird automatic check-in\* now included (New!). If you need to cancel your flight, no worries, Anytime fares are refundable.\* [Learn more](#)



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**Make sure you know when to arrive at your airport.** Times vary by city.



**If your plans change, cancel your reservation at least 10 minutes before original scheduled departure time and request your refund.** If you don't cancel your reservation in time, you'll receive a transferable flight credit.\*

### Prepare for takeoff



Attachments for Bill 3256439



HILTON IRVINE/ORANGE COUNTY AIRPORT  
18800 MACARTHUR BLVD.  
IRVINE, CA 92612  
United States of America  
TELEPHONE 949-833-8999 • FAX 949 833 3317  
Reservations  
www.hilton.com or 1 800 HILTONS

ROLEN, GREGORY

Room No: 608/K1  
Arrival Date: 7/26/2022 5:24:00 PM  
Departure Date: 7/27/2022 11:14:00 AM  
Adult/Child: 2/0  
Cashier ID: JOSEMEZ  
Room Rate: \$25.00  
AL:  
HM #: 174722266 DIAMOND  
VAT #  
Folio No/Che: 1218758 A

Confirmation Number: 3275881498

HILTON IRVINE/ORANGE COUNTY AIRPORT 7/27/2022 11:14:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
7/26/2022	6297498	GUEST ROOM	\$325.00
7/26/2022	6297498	IRVINE IMPROVEMENT TAX	\$6.50
7/26/2022	6297498	CITY TAX	\$28.00
7/26/2022	6297498	TOURISM ASSESSMENT TAX	\$0.00
7/27/2022	6298086	VS *3080	(\$308.48)
**BALANCE**			\$0.00

EXPENSE REPORT SUMMARY

	7/26/2022	STAY TOTAL
ROOM AND TAX	\$358.48	\$358.48
DAILY TOTAL	\$358.48	\$358.48

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Thank you for choosing Hilton. You'll get more when you book directly with us - more destinations, more points, and more value. Book your next stay at [hilton.com](http://hilton.com).

THANK YOU FOR STAYING AT THE HILTON IRVINE/ORANGE COUNTY AIRPORT. (FOR GUESTS WHO SELF PARK, PLEASE KEEP YOUR ROOM KEY TO EXIT THE PROPERTY AND DROP THE KEY IN THE DROP BOX LOCATED AT THE GATE)



Attachments for Bill 3256439

7/27/22, 1:05 PM

Taxi Receipt

**Thanks for riding with us!**

Tuesday, Jul. 26th, 2022

**Total** **\$23.00**

**Payment**

**Fare Breakdown**

Fare	\$20.00
Airport Fee	\$3.00
<b>Trip Cost</b>	<b>\$23.00</b>
<b>Total</b> <small>via • 3080</small>	<b>\$23.00</b>

VISA 3080 (Chip)  
VISA DEBIT  
GREGORY ROLEN

Auth Code: 072217  
AID: A0000000031010

**Trip**

**Cab # 713 • Roomy Taxi**



Pickup  
5:21 PM

Drop-off  
5:22 PM

Trip (walk-up): 5524cdc0

(0mi, 31s)

Got an issue? Contact our Customer Care:  
[Submit a help request](#)

<https://receipts.nts.taxi/receipts/3bb7fe70-0d42-11ed-9de1-a546ae65cb0d.html>

1/2



Attachments for Bill 3256439

7/27/22, 1:05 PM

Taxi Receipt



[www.cayellow.com](http://www.cayellow.com)

California Yellow Cab © 2021  
Santa Ana, CA

<https://receipts.nls.taxi/receipts/3bb7fe70-0d42-11ed-9de1-a546ae65cb0d.html>

2/2



## Attachment



HAIGHT, BROWN &amp; BONESTEEL

**MILEAGE REIMBURSEMENT REQUEST FORM**  
 (ATTACH ALL RECEIPTS TO THIS FORM)
NAME Gregory RolenTIMEKEEPER # 1123DATE August 15, 2022

TRAVEL DATE	CLIENT/MATTER #	CASE NAME	TO/FROM	TOTAL MILES	PARKING EXPENSE (RECEIPT ATTACHED)	DO NOT WRITE IN THESE TWO COLUMNS	
						MILEAGE REIMBURSEMENT	TOTAL AMOUNT OF REIMBURSEMENT
8/12/22	OC18-03	Orange County	Concord to 1121 L Street, Sacramento to Concord	143.0		89.38	95.38
8/12/22	OC18-03	Orange County	Bridge toll - no receipt		\$6.00		

DATE PAID \_\_\_\_\_

CHECK # \_\_\_\_\_

GRAND  
TOTAL \$ 95.38

HB 244 9/91

#183838



Attachment

CHECK REQUEST

Date Requested: 8/15/2022 (mm/dd/yyyy)

AMOUNT **\$172.50**

DATE NEEDED: (mm/dd/yyyy) Time Needed: ☐ RUSH ☐ AM ☐ PM

☐ MAIL CHECK ☒ RETURN CHECK TO: Gregory Rolon

PAYABLE TO: Gregory Rolon

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

☒ CLIENT CHARGE

FILE # **OC18-03**

CASE NAME: Orange County

COST CODE: *Select only one cost code from the drop down lists below*

MLS Meals

N thru Z codes

ADDITIONAL COST DESCRIPTION *Example: Name of document filed if Filing Fee*  
(Required if Cost Code = "Other") 8/12 - \$165.00. Lunch with Tom & Breana Sheehy; 8/12 - \$7.50 Parking

☐ FIRM CHARGE:

PURPOSE: Select one: TYPE: Select one:

OFFICE CHARGED: Select one: PRACTICE CODE: Select one:

DESCRIPTION (Required) – *Example: "registration fee for June 10, 2012 Notary seminar for Ann Smith – enrollment form attached"*. \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TKPR # \_\_\_\_\_ Initials \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ TKPR # \_\_\_\_\_ Initials \_\_\_\_\_

8/15/2022 12:12:00 PM



Attachment

0818-003  
*ella*  
 Lunch w/ Tom / Breana

Elia Dining Room & Bar  
 1131 K Street  
 Sacramento, CA 95814  
*Shee h*  
 Server: Jess  
 Check #5 Table 55  
 Guest Count: 3  
 Ordered: 8/12/22 11:48 AM

1 Iced Tea	\$4.00
2 Cobb Salad	\$68.00
2 Cappucino	\$12.00
2 NA Blue Pom Lemonade	\$12.00
1 Arnold Palmer	\$4.00
1 Steak Salad	\$35.00

Subtotal	\$135.00
Tax	\$11.80
Total	\$146.80

Input Type C (EMV Chip Read)  
 VISA DEBIT xxxxxxxx3080  
 Time 1:28 PM

Transaction Type	Sale
Authorization	Approved
Approval Code	032835
Payment ID	cajjjzqY7qP
Application ID	A0000000031010
Application Label	VISA DEBIT
Terminal ID	
Card Reader	BBPOS

Amount	\$146.80
--------	----------

+ Tip: \_\_\_\_\_

= Total: \_\_\_\_\_

X \_\_\_\_\_  
 GREGORY ROLEN

Customer Copy  
 167  
 Thank you!  
 Picked up from 1171  
 L. St - Toll Bridge

0818-003

City of Sacramento  
 Parking Services  
 (916) 264-5011

Receipt

1 #/6	A Payment No.00001
1 #21	Ticket No.068
Entry Time	08/12/2022 (Fri) 11
Exit Time	08/12/2022 (Fri) 13
Waiting Time	2
Parking Fee	Rate: A \$7

Account #	*****3
Zip #	02
Auth Code	0000035
Net Card Amount	\$7


Total \$7

Thank You For Your Visit  
 Please Come Again!

*Parking - meeting w/  
 Shee h*



# Attachment

 **MILEAGE REIMBURSEMENT REQUEST FORM**  
(ATTACH ALL RECEIPTS TO THIS FORM)

NAME Gregory Rolon TIMEKEEPER # 1123 DATE August 23, 2022

TRAVEL DATE	ELEMENT/LETTER #	CAUSE NAME	TO/FROM	TOTAL MILES	PAYING EXPENSE RECEIPT ATTACHED	DO NOT WRITE IN THESE TWO COLUMNS	
						MILEAGE REIMBURSEMENT	TOTAL AMOUNT OF REIMBURSEMENT
8/18/22	oc18-3	Orange County	Concord to Oakland Airport to Concord (8/17-18/22)	\$6.0	\$48.00	35.00	\$3.00

DATE PAID \_\_\_\_\_ CHECK # \_\_\_\_\_ GRAND TOTAL \$ 83.00

IBB 244 9/91

#164235



Attachment

Receipt

1 Airport Drive  
Oakland, CA 94621

Oakland Airport  
Main Exit Plaza Exit 204  
from: 08/17/22 08:07:00  
to: 08/18/22 18:20:39  
Pay amount: \$ 48.00

MERCHANT: LAZ PER OAKLAND  
MID: 1875  
TID: 3  
VISA \*\*\*\*\*3000  
CARD ENTRY MODE: CHIP  
APP NAME: VISA DEBIT  
AID: A0000000031010  
TVR: 0000000000  
LMD: 000112031A000  
TSI: 0000

Sale  
AMOUNT \$48.00  
AUTH CODE 002009

TOKEN: 8276720367CE6807436DA  
SID: 324802  
QID: 63682802056800  
PURCHASE ID: 000182252746

08/18/22 18:20  
RETAJN FOR YOUR RECORDS  
THANK YOU

0C18-003  
Parking



**ORANGE COUNTY BOARD OF  
BOARD AGENDA ITEM**

Item: Charter Schools #5

October 5, 2022

☒ Mailed    ☐ Distributed at meeting



**DATE:** October 5, 2022  
**TO:** Nina Boyd, Deputy Superintendent  
**FROM:** Aracely Chastain, Director, Charter Schools  
**SUBJECT:** Public Hearing – Oxford Preparatory Academy Middle School Charter Petition

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**DESCRIPTION:**

On June 29, 2022, Oxford Preparatory Academy submitted a charter school petition on appeal following denial by the Saddleback Valley Unified School District to operate Oxford Preparatory Academy Middle School, a grade six through eight charter school. The Orange County Board of Education held a public hearing on August 17, 2022, to consider the level of support for the charter school.

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**RECOMMENDATION:**

Pursuant to California Education Code 47605, on October 5, 2022, the Orange County Board of Education shall hold a public hearing to grant or deny the Oxford Preparatory Academy Middle School charter petition. At the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony responsive to the Orange County Department of Education staff recommendations and findings published on September 20, 2022.





# MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

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September 20, 2022

**To:** Members, Orange County Board of Education

**From:** Orange County Department of Education Charter Schools Unit

**Re:** Staff Recommendations and Findings — Oxford Preparatory Academy Middle School

## I. INTRODUCTION

In accordance with the Charter Schools Act, as set forth in Education Code section 47600, et seq., Orange County Department of Education (OCDE) staff conducted a comprehensive review of the Oxford Preparatory Academy Middle School petition presented on appeal following denial by the governing board of the Saddleback Valley Unified School District. This report summarizes findings from that review and provides recommendations for consideration by the Orange County Board of Education (the Board).

## II. BACKGROUND

On June 29, 2022, Oxford Preparatory Academy, a California nonprofit public benefit corporation, submitted a petition requesting to operate Oxford Preparatory Academy Middle School within the boundaries of the Saddleback Valley Unified School District. The school proposes to serve grades 6-8, beginning in the 2023-24 academic year.

On August 17, 2022, the Board held a public hearing on the provisions of the charter to consider the level of support for the petition by parents/guardians, teachers and other district employees where the charter school proposes to locate. On August 23, 2022, a clarification meeting was held with charter school representatives and the OCDE petition review team.

The Board must take action to either grant or deny the charter within ninety (90) days of petition receipt unless this date is extended by an additional 30 days by agreement. Board action is scheduled for the Board's regular meeting on October 5, 2022.

## III. LEGAL STANDARD

Education Code section 47605(k) indicates, "If the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the county board of education." The county board of education shall review the petition pursuant to Education Code sections 47605(b) & (c).

The Board shall deny a petition for the establishment of a charter school if it finds one or more of the following:



- 1) Charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
- 2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
- 3) The petition does not contain the number of signatures required by subdivision (e).
- 4) The petition does not contain an affirmation of each of the conditions described in subdivision (e).
- 5) The petition does not contain reasonably comprehensive descriptions of the required elements under Education Code section 47605.
- 6) The petition does not contain a declaration of whether or not the school shall be deemed the exclusive employer of the employees of the charter school for purposes of the Educational Employment Relations Act Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
- 7) The charter school is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate.
- 8) The school district is not positioned to absorb the fiscal impact of the proposed charter school.

Should the Board approve the petition, the Board would become the charter authorizer for the Charter School. Should the Board deny the petition, the petitioner may appeal that denial to the state board within 30 days of the denial. The petitioner shall include the findings and documentary record from the governing board of the school district and the county board of education and a written submission detailing, with specific citations to the documentary record, how the governing board of the district or the county board of education, or both, abused their discretion.

#### **IV. SUMMARY OF FINDINGS**

The Oxford Preparatory Academy Middle School charter petition meets the standards outlined in Education Code section 47605.

#### **V. STAFF RECOMMENDATION**

OCDE staff recommend that the Board approve the Oxford Preparatory Academy petition to establish Oxford Preparatory Academy Middle School for a term of five years from July 1, 2023 to June 30, 2028, and require the execution of an Agreement that delineates the operational relationship between the School, the Board and OCDE.

#### **VI. CONCLUSION**

The Board has three options for action regarding a charter petition on appeal:

- Option One: Approve the charter petition as written.



- Option Two: Approve the charter petition with conditions. This action would result in approval of the charter petition and require the execution of an Agreement to address the concerns raised by the Board and establish appropriate timelines for the petitioners to meet the conditions as specified.
- Option Three: Deny the charter petition.

\* \* \*



October 5, 2022

[X] Mailed [ ] Distributed at meeting

**ORANGE COUNTY BOARD OF**

**BOARD AGENDA ITEM**

**DATE:** October 5, 2022

**TO:** Nina Boyd, Deputy Superintendent

**FROM:** Aracely Chastain, Director, Charter Schools

**SUBJECT:** Board Action – Oxford Preparatory Academy Middle School Charter Petition

---

**DESCRIPTION:**

On June 29, 2022, Oxford Preparatory Academy submitted a charter petition on appeal from denial by the Saddleback Valley Unified School District to establish Oxford Preparatory Academy Middle School. Per California Education Code 47605, the Orange County Board of Education (the Board) held public hearings on August 17, 2022, and October 5, 2022.

The Orange County Board of Education has three options for action regarding a charter school petition:

- Option One: Approve the charter petition as written.
  - Option Two: Approve the charter petition with conditions. This action would result in approval of the charter petition and require the execution of an Agreement to address the concerns raised by the Board and establish appropriate timelines for the petitioners to meet the conditions as specified.
  - Option Three: Deny the charter petition.
- 

**RECOMMENDATION:**

Orange County Department of Education staff recommend that the Board approve the Oxford Preparatory Academy petition to establish Oxford Preparatory Academy Middle School for an initial five-year charter term from July 1, 2023, to June 30, 2028.



**RESOLUTION AND WRITTEN FINDINGS  
OF THE ORANGE COUNTY BOARD OF EDUCATION  
TO APPROVE THE PETITION FOR A CHARTER SCHOOL  
FOR OXFORD PREPARATORY ACADEMY MIDDLE SCHOOL**

**WHEREAS**, the Legislature has enacted the Charter Schools Act of 1992, Education Code § 47600 et seq.;

**WHEREAS**, Education Code § 47605(k) states that if the governing board of a school district denies a petition for a charter school, a petitioner may elect to submit the petition to the county board of education;

**WHEREAS**, the county board of education is required to review the petition on appeal pursuant to Education Code § 47605(c);

**WHEREAS**, in reviewing charter school petitions the Board is guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system, and that establishment of charter schools should be encouraged;

**WHEREAS**, Education Code § 47605(c) states that the county board of education is required to grant the charter if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate;

**WHEREAS**, the county board of education must consider the academic needs of the pupils the school proposes to serve;

**WHEREAS**, the county board of education cannot deny a petition for the establishment of a charter school unless it makes written factual findings specific to the particular petition setting forth specific facts stating the reasons for the denial of the charter petition;

**WHEREAS**, on June 29, 2022, the Orange County Board of Education (“Board”) received a petition from Oxford Preparatory Academy, a nonprofit public benefit corporation, for the operation of Oxford Preparatory Academy Middle School (“Petition”) appealing the action on its Petition by the governing board of the Saddleback Valley Unified School District (“District”) on June 16, 2022;



**WHEREAS**, charter schools are subject to the requirements of federal law, including, but not limited to, the Every Student Succeeds Act, 20 U.S.C. § 6301 et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.;

**WHEREAS**, the law requires that the county board obtain information regarding the operation and potential impacts of the proposed charter school;

**WHEREAS**, the Board held a public hearing on the Petition on August 17, 2022, and considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents;

**WHEREAS**, on September 20, 2022, the Board published a Staff Report, with recommended findings, prepared by members of Orange County Department of Education (“OCDE”) staff;

**WHEREAS**, on October 5, 2022, the Board, at its regular meeting held a public hearing, at which the Petitioners had equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the petition; and,

**WHEREAS**, the Board has obtained, reviewed and analyzed all information received with respect to the petition, including information related to the operation and potential impacts of the proposed charter school.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby approves the Petition for a charter school by Oxford Preparatory Academy Middle School.

**BE IT FURTHER RESOLVED** that the Board approves the standard Agreement with the understanding that Oxford Preparatory Academy Middle School will enter into said Agreement that addresses the operational relationship between the School, the Board and OCDE no later than the Board’s regularly scheduled meeting in March 2023. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in March 2023, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable.



STATE OF CALIFORNIA   )  
COUNTY OF ORANGE   )  
\_\_\_\_\_)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 5<sup>th</sup> day of October 2022, and that it was so adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

BY:

\_\_\_\_\_  
Clerk of the Orange County Board of Education

Resolution # \_\_\_\_\_



**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 10<sup>th</sup> day of each month and the second withdrawal will take place at the end of each month.



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

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

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

G. Insurance and Liability

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



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

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



**RESOLUTION AND WRITTEN FINDINGS  
OF THE ORANGE COUNTY BOARD OF EDUCATION  
TO APPROVE WITH CONDITIONS**

**THE PETITION FOR A CHARTER SCHOOL  
FOR OXFORD PREPARATORY ACADEMY MIDDLE SCHOOL**

**WHEREAS**, the Legislature has enacted the Charter Schools Act of 1992, Education Code § 47600 et seq.;

**WHEREAS**, Education Code § 47605(j)(1) states that if the governing board of a school district denies a petition for charter school, a petitioner may elect to submit the petition to the county board of education;

**WHEREAS**, the county board of education is required to review the petition on appeal pursuant to Education Code § 47605(c);

**WHEREAS**, in reviewing charter school petitions the Board is guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system, and that establishment of charter schools should be encouraged;

**WHEREAS**, Education Code § 47605(c) states that the county board of education is required to grant the charter if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate;

**WHEREAS**, the county board of education must consider the academic needs of the pupils the school proposes to serve;

**WHEREAS**, the county board of education cannot deny a petition for the establishment of a charter school unless it makes written factual findings specific to the particular petition setting forth specific facts stating the reasons for the denial of the charter petition;

**WHEREAS**, on June 29, 2022, the Orange County Board of Education (“Board”) received a petition from Oxford Preparatory Academy, a nonprofit public benefit corporation, for the operation of Oxford Preparatory Academy Middle School (“Petition”) appealing the action on its Petition by the governing board of the Saddleback Valley Unified School District (“District”) on June 16, 2022;



**WHEREAS**, charter schools are subject to the requirements of federal law, including, but not limited to, the Every Student Succeeds Act, 20 U.S.C. §6301 et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Individuals with Disabilities Education Act, 20 U.S.C. §1400 et seq.;

**WHEREAS**, the law requires that the County Board of Education obtain information regarding the operation and potential impacts of the proposed charter school;

**WHEREAS**, the Board held a public hearing on the Petition on August 17, 2022, and considered the level of support for the petition by teachers employed by the school district, and other employees of the school district, and parents;

**WHEREAS**, on September 20, 2022, the Board published a Staff Report, with recommended findings, prepared by members of Orange County Department of Education (“OCDE”) staff;

**WHEREAS**, on October 5, 2022, the Board, at its regular meeting held a public hearing, at which the Petitioners had equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the petition; and,

**WHEREAS**, the Board has obtained, reviewed and analyzed all information received with respect to the petition, including information related to the operation and potential impacts of the proposed charter school.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby adopts the findings and recommendations set forth in the attached Staff Report and Findings of Fact dated September 20, 2022, which is attached hereto and integrated herein by this reference.

**BE IT FURTHER RESOLVED** that the Board approves with conditions the Petition subject to conditions to address the findings as specified and adopted in the Staff Report and Findings of Fact.

**BE IT FURTHER RESOLVED** that to satisfy the conditions, Petitioner and the Board must fully execute an Agreement that addresses all of the findings, as well as the operational relationship between the School, the Board, and OCDE, no later than the Board’s regularly scheduled meeting in March 2023. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in March 2023, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable. Should it be determined that one or



more of the findings is invalid, the remaining findings and the board action shall remain in full force and effect. Each finding is, in and of itself, a sufficient basis for the conditional approval.

STATE OF CALIFORNIA   )  
COUNTY OF ORANGE   )  
\_\_\_\_\_)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 5<sup>th</sup> day of October 2022, and that it was so adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

BY:

\_\_\_\_\_  
Clerk of the Orange County Board of  
Education

Resolution # \_\_\_\_\_



**RESOLUTION AND WRITTEN FINDINGS  
OF THE ORANGE COUNTY BOARD OF EDUCATION TO DENY THE  
PETITION FOR A CHARTER SCHOOL  
FOR OXFORD PREPARATORY ACADEMY MIDDLE SCHOOL**

**WHEREAS**, the Legislature has enacted the Charter Schools Act of 1992, Education Code § 47600 et seq.;

**WHEREAS**, Education Code § 47605(k) states that if the governing board of a school district denies a petition for charter school, a petitioner may elect to submit the petition to the county board of education;

**WHEREAS**, the county board of education is required to review the petition on appeal pursuant to Education Code § 47605(c);

**WHEREAS**, in reviewing charter school petitions the Board is guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system, and that establishment of charter schools should be encouraged;

**WHEREAS**, Education Code § 47605(c) states that the county board is required to grant the charter if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate;

**WHEREAS**, the county board of education must consider the academic needs of the pupils the school proposes to serve;

**WHEREAS**, the county board of education cannot deny a petition for the establishment of a charter school unless it makes written factual findings specific to the particular petition setting forth specific facts stating the reasons for the denial of the charter petition;

**WHEREAS**, on June 29, 2022, the Orange County Board of Education (“Board”) received a petition from Oxford Preparatory Academy, a nonprofit public benefit corporation, for the operation of Oxford Preparatory Academy Middle School (“Petition”) appealing the action on its Petition by the governing Board of the Saddleback Valley Unified School District (“District”) on June 16, 2022;

**WHEREAS**, charter schools are subject to the requirements of federal law, including, but not limited to, the Every Student Succeeds Act, 20 U.S.C. § 6301 et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.;



**WHEREAS**, the law requires that the county board obtain information regarding the operation and potential impacts of the proposed charter school;

**WHEREAS**, the Board held a public hearing on the Petition on August 17, 2022, and considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents;

**WHEREAS**, on September 20, 2022, the Board published a Staff Report, with recommended findings, prepared by members of Orange County Department of Education (“OCDE”) staff;

**WHEREAS**, on October 5, 2022, the Board, at its regular meeting held a public hearing, at which the Petitioners had equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the petition;

**WHEREAS**, the Board has obtained, reviewed and analyzed all information received with respect to the petition, including information related to the operation and potential impacts of the proposed charter school; and,

**WHEREAS**, the Board specifically notes that this Resolution does not include findings relative to every defect in the Petition, but is limited to the most significant issues, which as set forth in the Staff Report and Findings of Fact are legally sufficient to support the Board’s denial of the charter petition.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby adopts the findings set forth in the attached Staff Report and Findings of Fact dated September 20, 2022, which is attached hereto and integrated herein by this reference,

**BE IT FURTHER RESOLVED** that based on the written factual findings, the Board denied the petition based on the following findings:

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school;
- (2) The petitioners are demonstrably unlikely to implement successfully the program presented in the petition; and
- (3) The petition does not contain reasonably comprehensive descriptions of the required elements set forth in Education Code § 47605, subdivisions (b)(5)(A-P).



**BE IT FURTHER RESOLVED** that the terms of this Resolution are severable. Should it be determined that one or more of the findings is invalid, the remaining findings and the board action shall remain in full force and effect. Each finding is, in and of itself, a sufficient basis for the denial.

STATE OF CALIFORNIA    )  
COUNTY OF ORANGE    )  
                                  )

\_\_\_\_\_  
I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 5<sup>th</sup> day of October 2022, and that it was so adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

BY:

\_\_\_\_\_  
Clerk of the Orange County Board of Education

Resolution # \_\_\_\_\_



QB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: October 5, 2022  
TO: Nina Boyd, Deputy Superintendent  
FROM: Ken L. Williams, D.O., Trustee Area 3  
SUBJECT: Proposed Board Policy 400-4

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RECOMMENDATION:

Approval of Proposed Board Policy 400-4.



Proposed OCBE Policy Update  
Trustee Ken Williams  
**Proposed Board Policy 400-4**

**Educational Materials and Curricula**

**Introduction**

The Orange County Board of Education (Board) directs <sup>1</sup> the Superintendent of Education, to implement within the sphere of influence in the K-12 classrooms, ACCESS schools, and approved charter schools of the Orange County Department of Education (OCDE), the adoption and use of policies; educational materials and curricula that advance core education subjects grounded in the research literature, that include evidence-based facts and knowledge supporting the subject material. K-12 educational materials and curricula should reflect existing laws and pedagogical practices that advance evidence-based knowledge and intellectual development, rather than subjective political ideologies or discriminatory practices.

The Board considers Reverend Martin Luther King, Jr.'s, vision of the United States of America, that Americans should "*not be judged by the color of their skin but by the content of their character*," as essential elements of citizenship in these United States of America.

**Curricula Instruction**

Evidence-based educational materials or curricula, Freedom of speech, First Amendment rights of academic freedom and free moral agency are considered to be core foundational values in education. The Board encourages for staff and students these American freedoms enshrined in the US Constitution and Bill of Rights.

The teaching of fundamental subjects in and student mastery of English, physical and social sciences, humanities, fine and language arts, mathematics, foreign languages, and fundamental reading and writing skills are model subjects and knowledge for students in the 21<sup>st</sup> century. America's historical inequities culminating in the American civil rights era, and political rights legislation should be emphasized in student materials where appropriate.

Examples of curricula or pedagogies that shall be avoided or approached with an abundance of restraint, are those that advance one sided political ideas, critical theories, and ideological indoctrination. Novel and unproven curricula, or pedagogies that consist of biased political or social theoretical opinions that are inconsistent with historical events or science, or may emphasize factually incorrect interpretations of history and science, will be avoided.

**Prohibition & Teaching-Communism, Marxism and Stalinism**

Academic instruction that advocates or teaches communism with the intent to indoctrinate, or to inculcate in any pupil a preference for communism is in violation of CA Educ Code § 51530.<sup>2</sup> Academic instruction that advocates or teaches Marxism or Stalinism with the intent to indoctrinate or to inculcate to any pupil a preference for same, shall be in violation of policy 400-4. This policy does not intend to prevent the historical and academic instruction of facts related to the origins of Communism, Marxism, or Stalinism.

**Unproven & Controversial Curriculum or Pedagogical Practices**

Unproven and controversial curriculum or pedagogical approaches that shall be avoided include, but are not limited to social, political, or critical theories that advance(s) or advocate(s):



## Proposed OCBE Policy Update

Trustee Ken Williams

### Proposed Board Policy 400-4

1. An individual whether consciously or unconsciously, by virtue of his or her ethnicity, skin color, race, sex or gender identity is inherently racist, sexist or otherwise biased against another individual.
2. Individuals are either a member of the oppressor class or the oppressed class because of ethnicity, skin color, race or sex or gender identity.
3. An individual is inherently morally or otherwise superior to another individual because of ethnicity, skin color, race, sex or gender identity.
4. An individual should be discriminated against or receive adverse treatment due to the individual's ethnicity, skin color, race, sex or gender identity; or an individual should receive favorable treatment due to the individual's ethnicity, skin color, race, sex or gender identity.
5. An individual, by virtue of his or her ethnicity, skin color, race, sex or gender identity, bears responsibility for actions committed in the past or present by other members of the same ethnicity, skin color, race, sex or gender identity.
6. An individual should feel discomfort, guilt, anguish or any other form of psychological distress on account of his or her ethnicity, skin color, race, sex or gender identity.
7. Meritocracy, habits or traits such as, but not limited to, a hard work ethic or the scientific method, are racist or sexist; or were created by members of a particular ethnicity, skin color, race, sex or gender identity to oppress members of another ethnicity, skin color, race, sex or gender identity.
8. Slavery was the primary purpose of founding the United States, or the preservation of slavery was a material motive for independence from England, or that America is presently a white supremacist society, or systemic racial oppression is present in the United States.
9. Individual liberties and freedoms are presently systemically suppressed based on ethnicity, skin color, race, sex, or gender identity.
10. The dismantling of criminal laws and systems of criminal justice, or the altering of currently existing civil rights laws, based on ethnicity, skin color, race, sex, or gender identity.
11. Abolition of state and local law enforcement, reduction of public safety efforts or measures, the reduction of police officer presence to protect local communities, based on ethnicity, skin color, race, sex, or gender identity.
12. Law enforcement agencies discriminate against people based on ethnicity, skin color, race, sex or gender identity.
13. Claims and/or advances cultural, social and political divisive statements about a citizen or student's social status based on ethnicity, skin color, race, sex, or gender identity.
14. Academic curricula containing pornography that is defined by and based on community and legal standards, or educational material that contains inappropriate age and content, that may cause emotional or mental injury to the student.

#### **Classroom Displays**

The classroom is part of the academic experience. Pursuant to Board policy 400-4 and suggested curriculum guidelines, the Board encourage meaningful discussions about controversial subjects with students to support student free speech to the extent appropriate, and continue to support and recognize the importance of making classrooms nurturing educational places.

Because posting on the classroom walls of materials can reasonably be assumed to have the sponsorship of the school, it is necessary to provide guidance regarding what is appropriate to the learning environment and ensure that all students feel safe in school. Displaying posters with targeted viewpoints may alienate students, or result in the posting of counter viewpoints which will distract from classroom instruction.

Appropriate displays and suggested supplemental display of curricula and materials providing additional coverage or reinforcement of instructional materials may include, but are not limited to include:



Proposed OCBE Policy Update  
Trustee Ken Williams  
**Proposed Board Policy 400-4**

- Student work.
- Posters, displays, and materials directly related to the instructional topics and objectives of the course.
- Site approved posters or materials related to upcoming events (e.g., advertisements for “club fairs,” schedules for extra-curricular activities.).
- District-approved and provided posters of materials related to school or district-wide initiatives.
- Display of patriotic daily exercises in the grades K-5, and the of the display flag of the United State of America and California consistent with existing state Education Codes <sup>3</sup>
- Flags of countries with historical connotation in a history class during specific lessons or when studying a foreign language.
- Posters for historical elections may be appropriate if related to instructional areas.

Potentially inappropriate displays:

- Flags or posters that are not related to the instructional content.
- Flags or posters that support a single club unless the room is used for club meetings, in which case they should be designated “club corner” or area.
- Any political messaging, except citizen participation in and encouraging voting in local, county, state, and federal elections.

### **Religious Instruction**

Nothing in this policy shall be construed to prevent, or exclude from the ACCESS schools and approved charter schools, references to religion or references to, or use of religious literature, art or music, or other things having a religious significance when such references or uses do not constitute instruction in religious principles, or aid to any religious sect, church, creed, or sectarian purpose.<sup>4</sup>

### **Student Surveys & Questionnaires**

No questionnaire, test, survey, or examination containing any questions about a student’s personal beliefs or practices in sex, family life, morality, and religion; or any questions about the pupil’s parents’ or guardians’ beliefs and practices in sex, family life, morality, and religion; shall be administered to any K-12 classroom. Exceptions are permitted by the parent or guardian of the pupil with a written permission and authorization for each and every questionnaire, test, survey, or examination given.<sup>5</sup>

### **Complaints**

Complaints relating to educational materials and curricula in use, or to be used, in all Orange County Department of Education, ACCESS and charter schools, libraries, media centers or other activities operated by the Department, must be submitted in writing to the Board Secretary and/or County Superintendent of Schools. The Superintendent shall investigate the concern, respond to the inquirer and report the results of the investigation to the OCBE.



Proposed OCBE Policy Update  
Trustee Ken Williams  
**Proposed Board Policy 400-4**

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**<sup>1</sup> CA Educ Code § 1042(a)**

*County boards of education may do all of the following:*

*(a) Adopt rules and regulations governing the administration of the office of the county superintendent of schools.*

**<sup>2</sup> CA Educ Code § 51530**

*No teacher giving instruction in any school, or on any property belonging to any agencies included in the public school system, shall advocate or teach communism with the intent to indoctrinate or to inculcate in the mind of any pupil a preference for communism.*

*In prohibiting the advocacy or teaching of communism with the intent of indoctrinating or inculcating a preference in the mind of any pupil for such doctrine, the Legislature does not intend to prevent the teaching of the facts about communism. Rather, the Legislature intends to prevent the advocacy of, or inculcation and indoctrination into, communism as is hereinafter defined, for the purpose of undermining patriotism for, and the belief in, the government of the United States and of this state.*

*For the purposes of this section, communism is a political theory that the presently existing form of government of the United States or of this state should be changed, by force, violence, or other unconstitutional means, to a totalitarian dictatorship which is based on the principles of communism as expounded by Marx, Lenin, and Stalin.*

*(Enacted by Stats. 1976, Ch. 1010.)*

**<sup>3</sup> California Education Code § 52720**

*In every public elementary school each day during the school year at the beginning of the first regularly scheduled class or activity period at which the majority of the pupils of the school normally begin the school day, there shall be conducted appropriate patriotic exercises. The giving of the Pledge of Allegiance to the Flag of the United States of America shall satisfy the requirements of this section.*

*In every public secondary school there shall be conducted daily appropriate patriotic exercises. The giving of the Pledge of Allegiance to the Flag of the United States of America shall satisfy such requirement. Such patriotic exercises for secondary schools shall be conducted in accordance with the regulations which shall be adopted by the governing board of the district maintaining the secondary school.*

*(Enacted by Stats. 1976, Ch. 1010.)*

**<sup>4</sup> California Education Code § 51511.**

*Nothing in this code shall be construed to prevent, or exclude from the public schools, references to religion or references to or the use of religious literature, dance, music, theatre, and visual arts or other things having a religious significance when such references or uses do not constitute instruction in religious principles or aid to any religious sect, church, creed, or sectarian purpose and when such references or uses are incidental to or illustrative of matters properly included in the course of study.*

*(Amended by Stats. 2001, Ch. 734, Sec. 33. Effective October 11, 2001.)*

**<sup>5</sup> California Education Code § 51513**

*No test, questionnaire, survey, or examination containing any questions about the pupil's personal beliefs or practices in sex, family life, morality, and religion, or any questions about the pupil's parents' or guardians' beliefs and practices in sex, family life, morality, and religion, shall be administered to any pupil in kindergarten or grades 1 to 12, inclusive, unless the parent or guardian of the pupil is notified in writing that this test, questionnaire, survey, or examination is to be administered and the parent or guardian of the pupil gives written permission for the pupil to take this test, questionnaire, survey, or examination.*



NB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: October 5, 2022  
TO: Nina Boyd, Deputy Superintendent  
FROM: Lisa Sparks Ph.D., Board President  
SUBJECT: Travel Reimbursement

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RECOMMENDATION:

Approve reimbursement in the amount of \$1,473.79 for Board President's travel to Washington D.C. to meet with lobbyist and legislators.



Sheraton Suites Alexandria  
 801 North Saint Asaph Street  
 Alexandria, VA 22314  
 United States  
 Tel: 703-836-4700 Fax: 703-548-4514



MARYELIZABET SPARKS

Page Number : 1 Invoice Nbr : 1000096485  
 Guest Number : 1453318  
 Folio ID : A  
 Arrive Date : 21-SEP-22 00:38  
 Depart Date : 24-SEP-22 11:23  
 No. Of Guest : 1  
 Room Number : 921  
 Marriott Bonvoy Number : 9251

Copy Tax Invoice

Sheraton Alexa WASSI SEP-25-2022 03:41 9999

Date	Reference	Description	Charges (USD)	Credits (USD)
21-SEP-22	RT921	Rm Chrg - AAA	377.00	
21-SEP-22	RT921	State Tax	22.62	
21-SEP-22	RT921	City/Local Tax	35.82	
21-SEP-22	RT921	Occupancy/Tourism	1.25	
22-SEP-22	RT921	Rm Chrg - AAA	251.00	
22-SEP-22	RT921	State Tax	15.06	
22-SEP-22	RT921	City/Local Tax	23.85	
22-SEP-22	RT921	Occupancy/Tourism	1.25	
23-SEP-22	RT921	Rm Chrg - AAA	229.00	
23-SEP-22	RT921	State Tax	13.74	
23-SEP-22	RT921	City/Local Tax	21.76	
23-SEP-22	RT921	Occupancy/Tourism	1.25	
24-SEP-22	AX	American Express-9001		-993.60
***For Authorization Purpose Only***				
xxxxxx				
Date	Time	Code	Authorized	
22-SEP-22	00:37	853347	1696.50	
24-SEP-22	09/24/22	In Room Bottled Water	8.00	
24-SEP-22	AX	American Express-		-8.00
***For Authorization Purpose Only***				

Continued on the next page



Sheraton Suites Alexandria  
801 North Saint Asaph Street  
Alexandria, VA 22314  
United States  
Tel: 703-836-4700 Fax: 703-548-4514



MARYELIZABET SPARKS

Page Number	:	2	Invoice Nbr	:	1000096485
Guest Number	:	1453318			
Folio ID	:	A			
Arrive Date	:	21-SEP-22	00:38		
Depart Date	:	24-SEP-22	11:23		
No. Of Guest	:	1			
Room Number	:	921			
Marriott Bonvoy Number	:	9251			

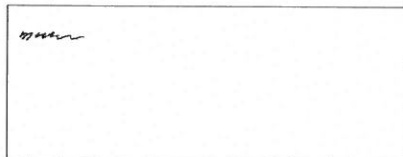
xxxxxx9001

Date	Time	Code	Authorized
24-SEP-22	22:48	113213	8.00

Approve EMV Receipt for AX - [REDACTED] : Signature Captured  
TC:E11AE7FF2B9AB8D4 IAD:06560103A02002 TVR:0000008000  
AID:A000000025010801 Application Label:AMERICAN EXPRESS

** Total	1001.60	-1001.60
*** Balance	0.00	

I agreed to pay all room & incidental charges.



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Tell us about your stay. [www.sheraton.com/reviews](http://www.sheraton.com/reviews)

Signature\_\_\_\_\_

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## Your trip confirmation and receipt

### Record Locator: MTZVSR

You can check in via the American app 24 hours before your flight and get your mobile boarding pass. [Get the app \[link.info.email.aa.com\]](#) and save time at the airport.

Manage your trip  
[\[link.info.email.aa.com\]](#)

---

Wednesday, September 21, 2022

SNA  
**2:47 PM**  
Orange County  
**AA 1612**



DFW  
**7:51 PM**  
Dallas/Fort Worth

Seat: 16A  
Class: Economy (Q)  
Meals: Refreshment

---

DFW  
**8:33 PM**  
Dallas/Fort Worth  
**AA 2222**



DCA  
**12:25 AM**  
Washington Reagan

Seat: 8F  
Class: Economy (Q)  
Meals: Refreshment

Flight arrives Thursday, September 22, 2022

---



Sunday, September 25, 2022

DCA

5:30 AM

Washington Reagan

AA 1839



DFW

7:52 AM

Dallas/Fort Worth

Seat: 8A  
Class: Economy (N)  
Meals: Refreshment

DFW

8:45 AM

Dallas/Fort Worth

AA 2029



SNA

9:56 AM

Orange County

Seat: 8A  
Class: Economy (N)  
Meals: Refreshment

Earn up to \$200 Back

Plus 40,000 bonus miles. Terms Apply.

Learn more [\[link.info.email.aa.com\]](mailto:link.info.email.aa.com)



## Your purchase

MARY SPARKS

AAAdvantage® #: [REDACTED]

New ticket

Ticket #: 0012450605084

[\$395.34 + Taxes and fees \$76.85]

\$472.19

Total

\$472.19



**Total cost** (all passengers)

**\$472.19**

---

## Your payment

Trip Credit (ending [REDACTED])

\$190.05

Credit Card (MasterCard ending [REDACTED])

\$282.14

**Total paid**

**\$472.19**

---

## Bag information

### Checked bags

#### Online\*

1<sup>st</sup> bag

2<sup>nd</sup> bag

No charge

No charge

#### Airport

1<sup>st</sup> bag

2<sup>nd</sup> bag

No charge

No charge

Maximum dimensions: 62 inches or 158 centimeters calculated as (length + width + height)  
Maximum weight: 50 pounds or 23 kilograms

Bag fees apply at each Check-in location. Additional allowances and/or discounts may apply. [Bag and optional fees \[link.info.email.aa.com\]](#)

If your flight is operated by a partner airline, see the [other airline's \[link.info.email.aa.com\]](#) website for carry-on and checked bag policies.

\*Online payment available beginning 24 hours (and up to 4 hours) before departure.

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### Carry-on bags

**1<sup>st</sup> carry-on:** Includes purse, briefcase, laptop bag, or similar item that must fit under the seat in front of you.

**2<sup>nd</sup> carry-on:** Maximum dimensions not to exceed: 22" long x 14" wide x 9" tall (56 x 35 x 23 cm).

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