

SPECIAL MEETING  
July 26, 2022  
2:00 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/mYU89\\_8V8I](https://youtu.be/mYU89_8V8I)

Item: Agenda - July 26, 2022

[ X ] Mailed [ ] Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION  
SPECIAL AGENDA  
Specific to Inter-District Appeals

WELCOME

CALL TO ORDER

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

ROLL CALL

(\*) AGENDA

Special Meeting of July 26, 2022 – Adoption

(\*) MINUTES

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS (30 minutes)

BOARD RECOMMENDATIONS

1. Approve Professional Consulting Agreement with David Turch and Associates.

TIME CERTAIN

2. Inter-district Appeal Hearing (Open) – Student #07262022012 – Placentia-Yorba Linda Unified School District to Fullerton Joint Union High School District.
3. Inter-district Appeal Hearing (closed) – Student #07262022001 – Capistrano Unified School District to Laguna Beach Unified School District.
4. Inter-district Appeal Hearing (closed) – Student #07262022002 – Capistrano Unified School District to Laguna Beach Unified School District.
5. Inter-district Appeal Hearing (closed) – Student #07262022008 – Newport-Mesa Unified School District to Huntington Beach City School District.

6. Inter-district Appeal Hearing (closed) – Student #07262022009 – Newport-Mesa Unified School District to Huntington Beach City School District.
7. Inter-district Appeal Hearing (closed) – Student #07262022010 – Westminster School District to Huntington Beach City School District.
8. Inter-district Appeal Hearing (closed) – Student #07262022011 – Westminster School District to Huntington Beach City School District.

ADJOURNMENT



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Nina Boyd  
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, August 17, 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

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: July 26, 2022  
TO: Nina Boyd, Deputy Superintendent  
FROM: Lisa Sparks, Ph.D., Board President  
SUBJECT: Retainment of Professional Consulting David Turch and Associates

California Education Code §1042 (d) allows County boards of education the contract with and employ any persons for the furnishing to the County Board of Education special services and advice in... legal, or administrative matters if these persons are so specially trained and experienced and competent to perform the special services required.

The Board has previously contracted with law firms and other professional entities meeting the criteria of California Education Code §1042 (d) to provide highly specialized services. By this agenda item if approved, the Orange County Board of Education ("Board") shall enter into a contractual agreement with the David Turch and Associates. The purpose of this retention is to obtain advocacy services with the Legislative and Executive branches of the Federal government from August 1, 2022 through July 30, 2023, with the potential of periodic renewal.

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RECOMMENDATION:

Approve Professional Consulting Agreement with David Turch and Associates

## **PROFESSIONAL CONSULTING AGREEMENT**

This is an agreement between the Orange County Board of Education (the Board) of Costa Mesa, California and David Turch and Associates (DTA) of Washington, D.C. Hereinafter, the term "parties" shall refer to both the Board and DTA jointly. Whenever used in this document, the word agreement means contract; further, the words firm(s) or company(ies) mean any business entity, association, institution or government agency.

### **1. PURPOSE**

The Board hereby engages the services of DTA to advise, counsel and represent the Board with, principally but not limited to, its affairs with the Legislative and Executive Branches of the Federal Government.

DTA hereby agrees to faithfully and to the best of its ability, promote and represent the Board and its interests with federal legislative proposals which could have a substantial impact on the Board or the conduct of its operations.

It is further understood and expected, that from time to time, or on a continuing basis, other tasks, whether general or specific, may be requested and performed by the mutual consent of the parties. Adjustments to the compensation schedule, if any, for such other tasks shall be mutually agreed to by the parties on a case-by-case basis.

### **2. EFFECTIVE DATES**

This contract will take effect on the 1st day of August, 2022 and shall continue in full force and effect for a period of one year to its expiration on the 30th day of July, 2023 unless previously modified, amended, or canceled by the written mutual consent of the parties, or unless extended under its provisions.

### **3. RENEWAL**

This contract will automatically be renewed for a period of one additional year unless notice of intent not to renew is made by either party, in writing, delivered to the other, thirty (30) days prior to its expiration date. Thereafter, in the absence of either cancellation or renewal, this contract will continue on a month-to-month basis.

### **4. CANCELLATION**

This agreement may be terminated by either party in writing, delivered to the other. Such cancellation shall take effect as of the end of the last calendar day of the month following the month in which such notification was received.

## **5. COMPENSATION**

### **a. Ordinary:**

Compensation from the Board to DTA is agreed to be One Hundred Twenty Thousand Dollars (\$120,000) per year. Such compensation is to be paid according to the following schedule:

The first month's payment of Ten Thousand Dollars (\$10,000) is to accompany this contract.

Thereafter, each month's payment of Ten Thousand Dollars (\$10,000) is agreed to be due and payable, without additional notice or demand, on or before the first day of each calendar month beginning on or before August 1, 2022.

### **b. Expenses:**

The Board agrees to reimburse DTA for all ordinary and reasonable expenses incurred on its behalf. DTA agrees to bill the Board monthly for such expenses, such billing to be mailed on or before the fifth day of each calendar month. Such expense statements are agreed to be paid by the Board on or before the first day of the calendar month following such billing.

### **c. Cancellation:**

Should this agreement be canceled at the option of the Board, the Board agrees to pay to DTA a "drop fee" of 15% of the remaining value of the first year of this contract, had this contract remained in full force and effect. After the first year and for any other extensions, no "drop fee" will be required. At all times during this contract, whether during the first year or during any extension period, the Board further agrees to pay all necessary and reasonable expenses either directly associated with the termination of this agreement or to fulfill commitments previously made on behalf of the Board pursuant to this agreement.

## **6. DISPUTES**

This contract shall be construed in accordance with the laws of the State of California. Notwithstanding the above, any controversy or claim arising out of or relating to this contract or the breach thereof, may, by mutual consent of the parties, be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

**7. DEFAULT**

In the event of default and referral to an attorney for collection, the Board agrees to indemnify DTA for all expenses incurred in the enforcement of this contract including attorney fees of thirty-three and one-third percent (33 1/3%).

**8. FAILURE TO ENFORCE**

The failure of DTA to insist upon strict performance of any of the terms and conditions stated herein shall not be deemed a waiver of any rights or remedies that DTA may have and shall not be deemed a waiver of any subsequent breach or default in the terms and conditions herein contained.

**9. ENTIRE AGREEMENT**

This is the entire agreement between the parties. This contract may be modified or amended at any time by the mutual consent of the parties. Any such amendment or modification shall be in writing and become a permanent part of this agreement. This agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

**10. PROCLAMATIONS AND CERTIFICATIONS**

The persons, or any of them, whose signatures are affixed to this document on behalf of their companies do proclaim, certify and affirm that they entered into this agreement freely in accordance with the by-laws of their firm and that their signatures are genuine and that they are authorized, directed and empowered by and on behalf of their firm, and in its name, to execute this contract on such terms and conditions as are stated herein. This contract shall be binding upon the Board and DTA and their successors and/or assigns.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2022

For David Turch and Associates

For the Orange County Board of Education

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_