



REGULAR MEETING

February 1, 2023

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/DZdfMOBAuTA>

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 February 1, 2023 – Adoption

(*) MINUTES

Regular Meeting of January 4, 2023 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

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)

CLOSED SESSION 5

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Potential litigation pursuant to (d) (4) of Government Code Section 54956.9

CLOSED SESSION 6

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Discussion of risk mitigation options in light of significant exposure to litigation
in the opinion of legal counsel pursuant to (d) (2) of Government Code §54956.9

INVOCATION

5:00 p.m.

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS

(30 minutes)

PRESENTATION

2023 California Distinguished Schools – Charter Schools
- Oxford Preparatory Academy - Saddleback Valley
- Orange County Classical Academy

CONSENT CALENDAR

- | | | |
|-----|----|---|
| (*) | 1. | Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division. |
| (*) | 2. | Accept the 2nd Quarter Report on Williams Uniform Complaints for Orange County Department of Education Student Programs for the period of October 1 to December 31, 2022. |
| (*) | 3. | Receive Eide Bailly audit report for the Orange County Department of Education for fiscal year ending June 30, 2022. |
| (*) | 4. | Approve invoice #3260103 in the amount of \$34,959.01 for Haight, Brown & Bonesteel LLP. |

CHARTER SCHOOLS

- | | | |
|-----|----|---|
| | 5. | Charter submissions |
| (*) | 6. | <u>Charter School Public Hearing</u> – Sycamore Creek Community Charter School
Material Revision
Aracely Chastain, Director, Charter Schools, will facilitate the public hearing. |

Discussion Format:

Sycamore Creek Community Charter School
Public Comments (30 minutes)
Board Questions

- (*) 7. Charter School Public Hearing – Oxford Preparatory Academy-Saddleback Valley – Material Revisions
Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.
- Discussion Format:
Oxford Preparatory Academy-Saddleback Valley
Public Comments (30 minutes)
Board Questions
- (*) 8. Board Action – Oxford Preparatory Academy-Saddleback Valley – Material Revisions.
- (*) 9. Charter School Public Hearing – California Republic Leadership Academy Capistrano – Appeal
Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.
- Discussion Format:
California Republic Leadership Academy Capistrano
Public Comments (30 minutes)
Board Questions
- (*) 10. Board Action – California Republic Leadership Academy Capistrano – Appeal

BOARD RECOMMENDATIONS

- (*) 11. Board action on Board Attorney Contract
- (*) 12. Board action on Board Policy 400-12
- (*) 13. Board Action - Proposed Board Policy Revisions regarding Parental Rights (Valdes)
- (*) 14. Board action to approve annual dues of \$6,600.00 to join CCBE (Barke)
- (*) 15. Board action for Board members to participate in the CCBE Governance workshop in Sacramento, March 10-11, 2023 in Sacramento. Item includes registration, hotel and travel costs. (Barke)

STAFF RECOMMENDATIONS

16. Presentation - Rancho Sonado
- (*) 17. Budget for Rancho Sonado Redevelopment Project
- (*) 18. Real Property Delegation of Authority

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

ANNOUNCEMENTS

- Superintendent
- Deputy Superintendent

LEGISLATIVE UPDATES

COMMITTEE REPORT

BOARD MEMBER COMMENTS

PUBLIC COMMENTS

ADJOURNMENT



Nina Boyd
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, March 1, 2023 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
January 4, 2023

Item: Meeting Minutes - January 4, 2023
[X] Mailed [] Distributed at meeting



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 4:04 p.m., January 4, 2023 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.
Mari Barke
Ken L. Williams, D.O.

AGENDA

Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to approve the agenda of the Regular meeting of January 4, 2023 with the following amendments:

- move Proposed Board Policy regarding Parental Rights to Board Recommendations, new item #11
- move Sunburst Video (Wellness Center) to Communication/Information/Discussion, after discussion on Contract for Equity in OC

MINUTES

Motion by Williams, seconded by Sparks, and carried by a vote 5-0 to approve the minutes of the Regular meeting of December 14, 2022.

PUBLIC COMMENTS (related to Closed Session) - None

The Board took a recess from 4:09 p.m. to 5:00 p.m. The Board did not go into closed session at this meeting.

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)

No Closed Session at this meeting.

INVOCATION

Craig Hill
Taft Ave Community Church

PLEDGE OF ALLEGIANCE

Gary Davis

INTRODUCTIONS

None

Comments

Deputy Superintendent announced the Superintendent was not in attendance due to calendar conflict.

PUBLIC COMMENTS

- Gaston
- Nomi
- Ajay
- Gus
- Gary
- Nicole
- Cindy
- Katie
- Diane
- Mary
- Aaron
- George
- Brenda
- Anna
- Linda
- Lyndsey
- Pam
- Taxpayer
- Tanya
- Joe
- Frank
- Jose
- Jennifer
- Ada

- Dom

PRESENTATIONS

1. Special Presentation - January National Mentoring Month, Big Brothers Big Sisters of Orange County Mentorship, Jennifer O'Farrell, Chief External Affairs Officer. Board President Sparks presented a Certificate of Recognition to Ms. O'Farrell on behalf of the Board.

CONSENT CALENDAR

Motion by Barke, seconded by Valdes, and carried by a vote of 5-0 to approve Consent Calendar items #2, #3, #4, #5, and #6.

2. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
3. Approve new Board Meeting dates for July 2023 through June 2024.
4. Approve invoice #3259256 in the amount of \$34,103.88 for Haight, Brown & Bonesteel LLP.
5. Approve and sign the certificates of merit and accompanying letters for the outgoing board members.
6. Accept the in-kind donation from Paige Montanio of SnacksOC of a snack cart for Special Education Division and send a letter of appreciation to donor.
7. Motion by Barke, seconded by Valdes, and carried by a vote of 4-0-1 (Barke, Valdes, Sparks, and Williams voted Yes; Shaw Abstained) to approve invoice #HKSEE036766 in the amount of \$4,600.00 for Trustee Shaw's registration to attend Harvard Kennedy School's Leading Successful Programs: Using Evidence to Assess Effectiveness.

CHARTER SCHOOLS

8. Charter submissions
 - Sycamore Creek Community Charter School
9. Charter School Public Hearing – California Republic Leadership Academy Capistrano Appeal
Aracely Chastain, Director, Charter Schools, facilitated the public hearing.
 - Gary Davis, California Republic Leadership Academy
 - Kevin Pratt, California Republic Leadership Academy
 - Dr. Cary Johnson, Capistrano Unified School District

PUBLIC COMMENTS (CRLA Only)

- Joanna

- Alex
- Zan
- Nate
- Michael

10. Charter School Public Hearing – Irvine International Academy Material Revision
 Anna Day, Administrator, Charter Schools, facilitated the public hearing.
 - Stefan Bean, Irvine International Academy

PUBLIC COMMENTS (IIA Only)

- Fernando
- Jaya
- Stacey
- Ellie
- Kendra
- Annie
- Felipe

The Board took a recess from 7:19 p.m. to 7:30 p.m.

PUBLIC COMMENTS (Item #11)

- Lynne
- Brenda

BOARD RECOMMENDATIONS

11. Proposed Board Policy regarding Parental Rights – Discussed
12. Board action on Contract for Equity in OC Health Implementation-Grant Agreement – Discussed
 - Video submitted by Trustee Williams

PUBLIC COMMENTS (Item #12)

- Frank
- Taxpayer
- Walter
- Lorrie
- Patty
- Richard
- Jennifer

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION
 -Sunburst Video (Wellness Center)

ANNOUNCEMENTS
 Deputy Superintendent


- Next regular board meeting is on February 1, 2023; submission deadline is January 18th
- Renee- Audit Report


BOARD MEMBER COMMENTS

- Trustee Barke – Acknowledgment of parents and staff
- Trustee Valdes – Orange County School of the Arts

ADJOURNMENT

On a motion duly made, and seconded, the board meeting of January 4, 2023 adjourned at 9:30 p.m.



Nina Boyd
Assistant Secretary, Board of Education

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

Next Regular Board Meeting: Wednesday, February 1, 2023 at 5:00 p.m. All meetings will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92626 with limited seating and via YouTube live stream.

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Vern Burton, Assistant Superintendent
SUBJECT: Granting of Diplomas

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

RECOMMENDATION:

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

VB:sl

Pages 11-12 removed (CONFIDENTIAL STUDENT INFORMATION)

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent of Operations
FROM: Renee Hendrick, Associate Superintendent
SUBJECT: Acceptance of 2nd Quarter Report on Williams Uniform Complaints for the Period of October 1 to December 31, 2022 for Orange County Department of Education Student Programs

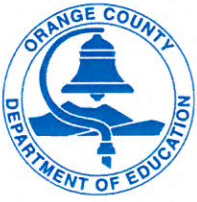
California Education Code section 35186(d) requires that school districts and county operated programs report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The enclosed report indicates that no complaints were filed for the Orange County Department of Education Student Programs in the Divisions of Alternative Education and Special Education Services for the period of October 1 to December 31, 2022.

RECOMMENDATION:

Accept the 2nd Quarter Report on Williams Uniform Complaints for Orange County Department of Education Student Programs for the period of October 1 to December 31, 2022.

RH:ag



Orange County Department of Education
Educational Services Division

Williams Settlement Legislation
Second Quarter Report on Williams Uniform Complaints
October 1 – December 31, 2022

Education Code section 35186(d) requires that school districts and county operated programs report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the County Superintendent of Schools and their governing board. This report includes the number of complaints filed, if any, by general subject area and identifies the number of resolved and unresolved complaints.

Division of Alternative Education

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Division of Special Education Services

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

JB

ORANGE COUNTY BOARD OF EDUCATION
BOARD AGENDA ITEM

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent, Governance, Leadership & Professional Partnerships
FROM: Renee Hendrick, Associate Superintendent, Administrative Services Division
SUBJECT: Orange County Department of Education Audit for the 2021-22 Fiscal Year

BACKGROUND:

In accordance with State regulations, the audit report for the fiscal year ending June 30, 2022, has been completed by Eide Bailly, and may be received by the Board of Education.

RECOMMENDATION:

Receive Eide Bailly audit report for the Orange County Department of Education for fiscal year ending June 30, 2022.

RH:sh



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 1, 2023

TO: Nina Boyd, Deputy Superintendent

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

SUBJECT: Haight, Brown & Bonesteel LLP – Invoice

RECOMMENDATION:

Approve invoice #3260103 in the amount of \$34,959.01 for Haight, Brown & Bonesteel LLP.



Haight Brown & Bonesteel LLP

LAWYERS

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

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

www.hbblaw.com

Telephone: 213.542.8000

Facsimile: 213.542.8100

Bill Inquiries: 213.542.8074
accountsreceivable@hbblaw.com

Tax ID: 95-1605271

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

Invoice No.: 3260103
Client/Matter: OC18-0000003
Billing Atty: GREGORY J. ROLEN
January 12, 2023

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

Total Fees This Invoice	\$33,853.50
Total Costs Advances This Invoice	\$1,105.51
Total Fees and Costs This Invoice	\$ 34,959.01
Total Due Upon Receipt	\$ 34,959.01

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

Invoice No: 3260103

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000003

Advice on Board Governance and Budgetary Issues

Page 2

PROFESSIONAL SERVICES RENDERED through 12/31/2022

Date	Description	Attorney	Hours
12/01/2022		GJR	0.90
12/01/2022		GJR	3.20
12/02/2022		WEI	1.80
12/02/2022		GJR	0.90
12/02/2022		GJR	0.90
12/02/2022		GJR	0.90
12/02/2022		GJR	0.50
12/02/2022		GJR	0.80
12/05/2022		WEI	2.20
12/05/2022		WEI	0.50
12/05/2022		GJR	0.50
12/05/2022		GJR	0.30
12/05/2022		GJR	0.60
12/05/2022		GJR	1.10
12/06/2022		GJR	0.50
12/06/2022		GJR	0.90

Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3260103

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000003

Advice on Board Governance and Budgetary Issues

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12/06/2022	GJR	0.80
12/06/2022	GJR	0.60
12/06/2022	GJR	0.90
12/06/2022	GJR	0.90
12/07/2022	GJR	0.30
12/07/2022	GJR	0.90
12/08/2022	GJR	1.80
12/09/2022	GJR	0.40
12/09/2022	GJR	0.30
12/09/2022	GJR	0.70
12/09/2022	GJR	5.20
12/10/2022	GJR	0.30
12/10/2022	GJR	0.60
12/10/2022	GJR	0.30
12/12/2022	WEI	0.40
12/12/2022	GJR	0.90
12/12/2022	GJR	0.90
12/12/2022	GJR	0.80
12/12/2022	GJR	1.60
12/14/2022	GJR	0.40

Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3260103

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000003

Advice on Board Governance and Budgetary Issues

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12/14/2022	GJR	0.30
12/14/2022	GJR	7.90
12/14/2022	GJR	3.00
12/15/2022	GJR	0.50
12/15/2022	GJR	0.70
12/15/2022	GJR	0.30
12/15/2022	GJR	0.30
12/15/2022	GJR	2.20
12/15/2022	GJR	0.40
12/15/2022	GJR	5.20
12/16/2022	WEI	0.30
12/16/2022	GJR	0.40
12/16/2022	GJR	0.30
12/19/2022	GJR	1.70
12/19/2022	GJR	0.30
12/19/2022	GJR	0.70
12/19/2022	GJR	1.20
12/20/2022	GJR	1.40

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213.542.8000

Invoice No: 3260103

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000003

Advice on Board Governance and Budgetary Issues

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12/20/2022	GJR	0.90
12/21/2022	GJR	0.80
12/21/2022	GJR	0.70
12/22/2022	GJR	0.60
12/22/2022	GJR	2.90
12/22/2022	GJR	0.60
12/22/2022	GJR	0.40
12/22/2022	GJR	4.30
12/23/2022	GJR	0.90
12/23/2022	GJR	0.90
12/23/2022	GJR	0.50
12/27/2022	GJR	3.80
12/27/2022	GJR	2.80
12/27/2022	CA	1.90
12/28/2022	GJR	0.90

Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3260103

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000003

Advice on Board Governance and Budgetary Issues

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12/28/2022	GJR	0.80
12/28/2022	GJR	0.70
12/28/2022	GJR	0.90
12/28/2022	GJR	0.50
12/28/2022	CA	0.40
12/28/2022	CA	0.50
12/29/2022	GJR	0.30
12/29/2022	GJR	3.80
12/29/2022	CA	1.40
12/30/2022	GJR	0.90
12/30/2022	EAE	1.30
12/30/2022	EAE	1.10
		98.10

Total Hours

\$33,853.50

Total Fees This Invoice

Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3260103

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000003

Advice on Board Governance and Budgetary Issues

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Timekeeper	Hours	Rate	Amount
WILLIAM E. IRELAND	5.20	\$355.00	1,846.00
GREGORY J. ROLEN	86.30	\$355.00	30,636.50
ELIZABETH A. EVANS	2.40	\$300.00	720.00
CHRISTINA ALLEN	4.20	\$155.00	651.00
	<u>98.10</u>		<u>33,853.50</u>

Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3260103

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000003

Advice on Board Governance and Budgetary Issues

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Mileage

12/14/2022 35.00

Total for Mileage 35.00

Out-of-Town Travel

12/20/2022 512.96

12/20/2022 327.44

12/20/2022 182.11

Total for Out-of-Town Travel

Parking Expense 1,022.51

12/14/2022 48.00

Total for Parking Expense

Total Costs Advanced This Invoice \$1,105.51

Total Fees and Costs This Invoice \$34,959.01



Haight Brown & Bonesteel LLP

LAWYERS

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Forty-Fifth Floor
Los Angeles, CA 90071

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Bill Inquiries: 213.542.8074
accountsreceivable@hbblaw.com

Tax ID: 95-1605271

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

Remit To:

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

Invoice No.: 3260103
Client/Matter: OC18-0000003
Billing Atty: GREGORY J. ROLEN
January 12, 2023

PROFESSIONAL SERVICES RENDERED through December 31, 2022

Total Fees This Invoice	\$ 33,853.50
Total Costs Advanced This Invoice	\$ 1,105.51
Total Fees and Costs This Invoice	<u>\$ 34,959.01</u>
Balance Forward	\$ 0.00
Total Due Upon Receipt	<u><u>\$ 34,959.01</u></u>

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE

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

**ORANGE COUNTY BOARD OF
BOARD AGENDA IT.**

Item: Charter Schools #6
February 1, 2023
[X] Mailed [] Distributed at meeting



DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Aracely Chastain, Director, Charter Schools Unit
SUBJECT: Public Hearing – Sycamore Creek Community Charter School Material Revisions

DESCRIPTION:

On December 16, 2022, Sycamore Creek Community Charter School submitted a request for material revisions to the charter that include adding high school (grades nine through twelve), adding an additional facility, changes to admission preferences and to become a countywide charter school.

RECOMMENDATION:

Pursuant to California Education Code 47605, the Orange County Board of Education will hold a public hearing to consider the level of support for the material revisions at the February 1, 2023 board meeting.

**ORANGE COUNTY BOARD OF
EDUCATION
BOARD AGENDA ITEM**

Item: Charter Schools #7
February 1, 2023
[X] Mailed [] Distributed at meeting

WJB

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing – Oxford Preparatory Academy-Saddleback Valley Material Revisions

DESCRIPTION:

On November 4, 2022, Oxford Preparatory Academy – Saddleback Valley submitted material revisions requesting to remove grades sixth through eighth from the charter petition and change enrollment preferences to include siblings of students admitted to or attending the school’s virtual learning program and Oxford Preparatory Academy – Middle School.

The Orange County Board of Education held a public hearing on December 14, 2022, to consider the level of support for the material revision.

RECOMMENDATION:

Pursuant to California Education Code, on February 1, 2023, the Orange County Board of Education will hold a public hearing to grant or deny the Oxford Preparatory Academy-Saddleback Valley amended charter petition and material revisions. 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 January 17, 2023.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

January 17, 2023

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Recommendations and Findings – Oxford Preparatory Academy - Saddleback Valley Material Revision

I. INTRODUCTION

The following is a summary of the review conducted by Orange County Department of Education staff of the material revision request submitted by Oxford Preparatory Academy – Saddleback Valley in compliance with Education Code section 47607, and recommendations for consideration by the Orange County Board of Education (the Board).

II. BACKGROUND

The Board approved the Oxford Preparatory Academy – Saddleback Valley’s charter petition for a seven-year term from July 1, 2021 to June 30, 2028. Oxford Preparatory Academy – Saddleback Valley is a charter school that serves students in grades transitional kindergarten through eighth. On November 4, 2022, Oxford Preparatory Academy – Saddleback Valley submitted material revisions requesting to remove grades sixth through eighth from the charter petition and change enrollment preferences to include siblings of students admitted to or attending the school’s virtual learning program and Oxford Preparatory Academy – Middle School. A public hearing was held on December 14, 2022, to consider the level of support for the material revisions.

III. LEGAL STANDARD

Material revisions of charter schools are governed by the standards and criteria described in Education Code section 47605 and shall include, but not be limited to, reasonably comprehensive descriptions of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed. Per education code, priority order for enrollment preferences shall be determined in the charter petition and each type of enrollment preference shall be approved by the chartering authority at a public hearing.

IV. SUMMARY OF FINDINGS

Orange County Department of Education staff determined that the revised Oxford Preparatory Academy – Saddleback Valley charter petition meets the standards outlined in Education Code sections 47605. The charter school has a proven track record of academic and operational success.

The proposed material revision will allow the school to grow their enrollment from a long wait list. Additionally, current students will not be negatively affected as those students attending the charter school during the 2022-23 school year shall be deemed existing students who are guaranteed enrollment at Oxford Preparatory Academy – Middle School for the 2023-24 academic year. There were no dissenting public comments made regarding the proposed enrollment preferences to include siblings of students admitted to or attending the school's virtual learning program and Oxford Preparatory Academy – Middle School during the public hearing held on December 14, 2022.

V. STAFF RECOMMENDATION

Orange County Department of Education staff recommend that the Board approve Oxford Preparatory Academy – Saddleback Valley's material revisions to remove grades sixth through eighth and approve the enrollment preferences as delineated in the revised charter petition.

VI. CONCLUSION

The Board has three options for action regarding a charter petition material revision:

- Option One: Approve the material revision to remove grades sixth through eighth from the charter petition and approve the revised enrollment preferences to include siblings of students admitted to or attending the school's virtual learning program and Oxford Preparatory Academy – Middle School.
- Option Two: Approve the material revisions with conditions. This action would result in approval of the revised charter petition and require the charter school to address concerns raised by the Board by established timelines.
- Option Three: Deny one or both of the material revisions.

* * *

**ORANGE COUNTY BOARD OF
BOARD AGENDA ITEM**



DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Oxford Preparatory Academy-Saddleback Valley Material Revision

DESCRIPTION:

On November 4, 2022, Oxford Preparatory Academy – Saddleback Valley submitted material revisions requesting to remove grades sixth through eighth from the charter petition and change enrollment preferences to include siblings of students admitted to or attending the school's virtual learning program and Oxford Preparatory Academy – Middle School.

The Orange County Board of Education (the Board) held a public hearing on December 14, 2022, to consider the level of support for the material revision. A public hearing to grant or deny the material revision will take place on February 1, 2023, prior to Board action.

The Board has three options for action regarding the charter petition material revisions:

- Option One: Approve the material revision to remove grades sixth through eighth and approve the revised enrollment preferences to include siblings of students admitted to or attending the school's virtual learning program and Oxford Preparatory Academy – Middle School.
- Option Two: Approve the material revisions with conditions. This action would result in approval of the revised charter petition and require the charter school to address concerns raised by the Board by established timelines.
- Option Three: Deny one or both of the material revisions.

RECOMMENDATION:

Orange County Department of Education staff recommend that the Board approve Oxford Preparatory Academy – Saddleback Valley's material revisions to remove grades sixth through eighth and approve the enrollment preferences as delineated in the revised charter petition.

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Aracely Chastain, Director, Charter Schools Unit
SUBJECT: Public Hearing – California Republic Leadership Academy Capistrano Appeal
Charter Petition

DESCRIPTION:

On November 16, 2022, CRLA Southern California, a California nonprofit public benefit corporation, submitted an appeal to operate California Republic Leadership Academy Capistrano, after no action was taken on the petition by the Capistrano Unified School District board of directors. The charter school proposes to operate a classroom-based program serving students in TK through grade eight for an initial charter term from 2023 through 2028 within the boundaries of Capistrano Unified School District.

The Orange County Board of Education held a public hearing on January 4, 2023, to consider the level of support for the charter school.

RECOMMENDATION:

Pursuant to California Education Code 47605, on February 1, 2023, the Orange County Board of Education will hold a public hearing to grant or deny the California Republic Leadership Academy Capistrano 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 January 17, 2023.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

January 17, 2023

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Report - Findings of Fact and Recommendation, California Republic Leadership Academy Capistrano

I. INTRODUCTION

The following is a summary of the review conducted by Orange County Department of Education (OCDE) staff of the California Republic Leadership Academy Capistrano (CRLA) petition submitted on appeal, following no action by the governing board of the Capistrano Unified School District (CUSD). The information in this report has been condensed to the most relevant areas and does not include items deemed less significant. In addition, commendations or suggestions for improvement are not included, as the review process is intended to highlight deficits.

Based on information gathered throughout the entire review process, which included a clarification meeting held with petitioners on December 20, 2022, OCDE staff is recommending approval with conditions of the California Republic Leadership Academy Capistrano charter petition. This action would result in approval of the charter and require the execution of an Agreement to address the issues outlined in this Staff Report and Findings of Fact and by the Orange County Board of Education (the Board), and establish appropriate timelines for the petitioners to meet the conditions as specified.

II. BACKGROUND

On November 16, 2022, the Board received a petition, after it was submitted to CUSD, proposing to establish CRLA as a seat-based charter school, serving 554 students from transitional kindergarten through grade eight. CRLA plans to operate within the boundaries of CUSD beginning in the 2023-2024 school year.

As background, on November 9, 2022, the CUSD Board held a public hearing in accordance with Education Code section 47605 to either grant or deny the charter within 90 days of receipt of the petition. CUSD voted 3-3 to adopt a resolution approving with conditions the charter school petition and then voted 3-3 to adopt a resolution denying the charter school petition. Because neither proposed resolution passed by a majority vote of the board, there was no action taken by the CUSD board.¹ According to the audio recording of the November 9, 2022 meeting, the CUSD Board was informed

¹ Since the November 9, 2022 meeting, a general election was held that filled a vacancy on the CUSD board that now has seven members.

that “no action” on the petition could be appealed to the Board. In 2016, the Board approved a petition submitted by Orange County Academy of Sciences and Arts which was appealed from CUSD after its board similarly split on either approving or denying the charter petition.

Education Code section 47605(c) states that the governing board of the school district shall not 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 to support one or more of the [findings required under Education Code section 47605(c)(1)-(5)]. Because the CUSD could not reach a majority consensus on either approving or denying the petition, the CUSD board did not make any written factual findings.² However, CUSD staff submitted to the CUSD board a written staff report recommending denial of the charter petition that may have served as the written findings of fact.

According to Education Code section 47605(k)(1)(A)(i), 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 petitioner shall submit the petition to the county board of education within 30 days of a denial by the governing board of the school district. Additionally, California Code Regulations, Title 5, section 11967(b) states that when filing a petition with the county board of education for the establishment of a charter school, petitioner(s) shall provide the evidence of the governing board's action to deny the petition (e.g. meeting minutes) and the governing board's written factual findings specific to the particular petition, when available, setting forth specific facts to support one or more of the grounds for denial set forth in Education Code section 47605(c).

From staff's perspective, and as acknowledged by the Petitioners in their letter dated November 17, 2022, the Education Code requires that the governing board affirmatively make written factual findings specific to the particular petition in accordance with Education Code section 47605(c)(1)-(5) to deny a charter school petition. Since the CUSD board has not done so, the CRLA petition may not be ripe for an appeal to the county board. However, neither the Education Code nor legal precedent specifically address whether an initial charter petition can be appealed to a county board when the district board does not take official action and make written factual findings denying the petition.

On January 4, 2023, the Board held a public hearing on the provisions of the charter petition and to consider the level of support for the petition by parents/guardians, teachers, and other employees of the school district which the charter school proposes to locate.

Generally, on appeal, the Board must take action to either grant or deny the charter within ninety (90) days of receipt of the petition unless this date is extended by up to an additional 30 days by agreement. Board action is scheduled for the Board's regular meeting on February 1, 2023.

² Education Code section 35164 requires the governing board to act by majority vote of all of the membership constituting the governing board.

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).

IV. SUMMARY OF FINDINGS³

The factual findings outlined in this report, which are condensed to the most significant areas, should be addressed either in an Agreement between the parties should the Board approve the charter petition or may be used as a basis for denial should the Board deny the appeal.

A. The petition does not contain reasonably comprehensive descriptions of the required elements under Education Code section 47605(c)(5)(A-O).

1. The curriculum, units to be taught, and the scope and sequence incorporated into the petition and found in appendix H, are samples from three other schools. When asked about CRLA’s curriculum during the clarification meeting, the lead petitioner responded that it would not be selected prior to approval and would instead be determined by teachers who have yet to be employed. (Education Code section 47605(c)(5)(A)(i))
2. The petition does not contain an adequate description of the services to be provided to students who are English language learners. The petition conflates English Language Development (ELD) with intervention services. ELD is a required course of study for all English learners and instruction is provided to students based on their proficiency level. The petition states that the school will assess a student’s limited English proficiency and then determine what program and services the student will receive, for example designated English Language Development (ELD) or integrated ELD. The petition should make clear that students who are limited English proficient will receive both integrated and designated ELD and that designated ELD instruction will occur daily for all English Learners until they are Reclassified Fluent English Proficient, as required by law. While the petition lists the criteria for reclassifying students, it does not include the procedures for reclassification, process for monitoring reclassified students or how these students will be supported. Additionally, the petition does not delineate a plan to support Newcomer students with limited to no English proficiency. (Education Code section 47605(c)(5)(A)(i))
3. The petition identifies a dropout goal of under 10% for middle school pupils. The petition does not document any research used, community data or statistics analyzed for arriving at this

³ The legal basis for the reviewed items includes the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 *et seq.*; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; California Education Code §§ 47605, 47607, 52052, 49010 *et seq.*; Title V, California Code of Regulations § 11967.5.1.

percentage which is concerning because a dropout rate of 10% is extremely high. (Education Code section 47605(c)(5)(B))

4. The petition does not contain reasonably comprehensive descriptions under Education Code section 47605(c)(5)(A)(ii) of the annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in Education Code section 52060(d). Specifically, the following state priorities require additional information:
 - a) State priority #3- Parental Involvement does not describe the school's efforts to promote parental participation for parents of unduplicated pupils and pupils with exceptional needs.
 - b) State priority #5- Chronic Absenteeism fails to reflect the chronic absenteeism rate measure, which is the percent of pupils missing 10% or more instructional days.
 - c) State priority #6- School Climate lists actions focusing on the school safety plan rather than measuring school connectedness or the sense of safety for students.
 - d) State priority #7- Course Access lists unduplicated pupils and students with exceptional needs in the actions/goals; however, there is no detail regarding specific programs/services that will be developed and provided for these subgroups.

B. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

1. The charter petition does not comply with Education Code section 47605(l), which requires all teachers in charter schools to hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. Although the petitioners clarified that they understood the requirements for a teacher's certificated assignment, there are multiple references in the petition to Education Code section 47605.4(a), which does not apply to this charter school. Additionally, page 28 of the petition states that teachers serving English learner (EL) students will be CLAD certified, or in the process of obtaining CLAD certification, or the equivalent, which is out of compliance with Education Code section 47605(l).
2. Page 17 of the petition states that scholars attending CRLA will have the opportunity to simulate real-life situations and then use those principles learned and practiced in internships, community service, vocational programs, employment, travel, and becoming mentors for others. However, petitioners were unable to elaborate on what was meant by this and it is unlikely that the school can provide opportunities for internships, vocational programs or employment in a TK-8th grade setting.
3. There is no mention in the petition of instructing according to the Next Generation Science Standards, the State adopted standards for science, or administering science grade level assessments as required under Education Code sections 60605 and 47605(d)(1).

V. Staff Recommendation

Orange County Department of Education staff recommend that the Orange County Board of Education approve with conditions the California Republic Leadership Academy Capistrano charter petition for a term of five years from July 1, 2023, to June 30, 2028. This action would result in approval of the charter and require the execution of an Agreement that delineates the operational relationship between the school, the Board, and OCDE, addresses the concerns noted in this Staff Report and establishes appropriate timelines for the petitioners to satisfy the conditions.

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 the charter petition being approved and require the execution of an Agreement to address the issues outlined in the Staff Report.
- Option Three: Deny the charter petition.

* * *

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM



DATE: February 1, 2023

TO: Nina Boyd, Deputy Superintendent

FROM: Aracely Chastain, Director, Charter Schools Unit

SUBJECT: Board Action – California Republic Leadership Academy Capistrano Appeal
Charter Petition

DESCRIPTION:

On November 16, 2022, CRLA Southern California, a California nonprofit public benefit corporation, submitted an appeal to operate California Republic Leadership Academy Capistrano, after no action was taken on the petition by the Capistrano Unified School District board of directors. Per California Education Code 47605, the Orange County Board of Education (the Board) held public hearings on January 4, 2023 and February 1, 2023.

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 findings delineated in the staff report published on January 17, 2023 as well as any additional 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 with conditions the California Republic Leadership Academy Capistrano charter school petition 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 CALIFORNIA REPUBLIC LEADERSHIP ACADEMY CAPISTRANO**

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 November 16, 2022, the Orange County Board of Education (“Board”) received a petition from CRLA Southern California, a nonprofit public benefit corporation, for the operation of California Republic Leadership Academy Capistrano (“Petition”) appealing the action on its Petition by the governing board of the Capistrano Unified School District (“District”) on November 9, 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 January 4, 2023, 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 January 17, 2023, the Board published a Staff Report, with recommended findings, prepared by members of Orange County Department of Education (“OCDE”) staff;

WHEREAS, on February 1, 2023, 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 California Republic Leadership Academy Capistrano.

BE IT FURTHER RESOLVED that the Board approves the standard Agreement with the understanding that California Republic Leadership Academy Capistrano 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 May 2023. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in May 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 1st day of February 2023, 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 Charter School’s petition, 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 harter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).
3. Within **ten (10) business days** of Charter School board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the Charter School board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and conflict of interest training to its governing board members and administrative staff within **45 days** of taking office or becoming employed, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

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

C. Fiscal Operations

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

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

D. Fiscal Agent

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

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

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

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

G. Insurance and Liability

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

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

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

H. Human Resources

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

I. Contracts

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

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

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

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

J. Facilities Agreement

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

K. Zoning and Occupancy

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

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

L. Dispute Resolution

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

IV. MATERIAL REVISIONS

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

V. SEVERABILITY

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

VI. NON-ASSIGNMENT

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

VII. WAIVER

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

VIII. NONDISCRIMINATION

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

IX. NOTIFICATION

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

To OCDE at:

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

To Enter non-profit at:

Enter school contact name, Title Enter
address

Enter address

X. INTEGRATION

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

XI. ORDER OF PRECEDENCE

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

1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A
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 CALIFORNIA REPUBLIC LEADERSHIP ACADEMY CAPISTRANO**

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 November 16, 2022, the Orange County Board of Education (“Board”) received a petition from CRLA Southern California, a nonprofit public benefit corporation, for the operation of California Republic Leadership Academy Capistrano (“Petition”) appealing the action on its Petition by the governing board of the Capistrano Unified School District (“District”) on November 9, 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 January 4, 2023, 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 January 17, 2023, the Board published a Staff Report, with recommended findings, prepared by members of Orange County Department of Education (“OCDE”) staff;

WHEREAS, on February 1, 2023, 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 January 17, 2023, 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 May 2023. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in May 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 1st day of February 2023, 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 CALIFORNIA REPUBLIC LEADERSHIP ACADEMY CAPISTRANO**

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 November 16, 2022, the Orange County Board of Education (“Board”) received a petition from CRLA Southern California, a nonprofit public benefit corporation, for the operation of California Republic Leadership Academy Capistrano (“Petition”) appealing the action on its Petition by the governing Board of the Capistrano Unified School District (“District”) on November 9, 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 January 4, 2023, 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 January 17, 2023, the Board published a Staff Report, with recommended findings, prepared by members of Orange County Department of Education (“OCDE”) staff;

WHEREAS, on February 1, 2023, 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 January 17, 2023, which is attached hereto and integrated herein by this reference,

BE IT FURTHER RESOLVED that based on the written factual findings as specified in the Staff Report and by the Board, the Board further finds as follows:

- (1) The petition does not contain reasonably comprehensive descriptions of the required elements set forth in Education Code § 47605, subdivision (c)(5)(A-O); and
- (2) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.

BE IT FURTHER RESOLVED that the Board denies the Petition based on the findings herein adopted. 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 1st day of February 2023, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

Resolution # _____

DB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 1, 2023

TO: Nina Boyd, Deputy Superintendent

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

SUBJECT: Haight, Brown & Bonesteel LLP – Board Attorney Contract

RECOMMENDATION:

Board action on Board Attorney Contract

Gregory J. Rolen
direct: (415) 281-7654
grolen@hbblaw.com

Haight Brown & Bonesteel LLP

505 Sansome Street
Suite 1701
San Francisco, California 94111
415.546.7500
415.546.7505 fax
www.hbblaw.com

January 24, 2023

PRIVILEGED & CONFIDENTIAL

HAIGHT ATTORNEY-CLIENT
RETAINER AGREEMENT

Orange County Board of Education
Attn: Dr. Lisa Sparks, Board President
[REDACTED]
[REDACTED]

Re: Orange County Board of Education

Dear Dr. Sparks:

This letter follows our recent communications and will when signed by you confirm your engagement of Haight Brown & Bonesteel LLP ("Haight" or "the Firm") to represent the interests of Orange County Board of Education ("Client") in connection with the above-referenced matter. This Attorney-Client Retainer Agreement ("Agreement") sets forth the terms and conditions of our engagement in compliance with the requirements of the California *Business and Professions Code* (including Section 6148 thereof) and the California *Rules of Professional Conduct*.

We have examined our conflicts database based on the information provided to us and are not aware of any conflicts at this time. If additional parties adverse to your interests are added to this matter, or as expert witnesses are identified, we will update our conflicts check and advise you of any issues.

We have always sought to communicate about fees and billing practices at the outset of any matter; indeed, California requires written fee agreements in most cases. We ask that you carefully read this letter. If you have any questions, concerns or comments, please feel free to discuss those with us. We encourage you to discuss these

Dr. Lisa Sparks
January 24, 2023
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matters with our attorneys at the inception of the matter, and to continue to do so should you have questions as the matter proceeds.

The scope of the representation that you have asked us to undertake is as follows:

Provide General Counsel to the Orange County Board of Education (“Board”). Such retention and services include, but are not limited to, legal advice on Board governance and budgetary issues, the Brown Act, Charter schools and applications, existing litigation (including, but not limited to, Orange County Superior Court Case No. 30-2019-01112665, pending or possible litigation (including, but not limited to, litigation related to the Establishment Clause), inter-district transfer appeals, expulsion appeals, Public Records Act requests, Board Policies and redistricting.

General Counsel services also include acting as a liaison between the Board and litigation counsel as well as responding to inquiries and directives from the Board, the Board Executive Committee, and individual Board members as appropriate. Board General Counsel service shall also include acting as a liaison between the Board and counsel for the Orange County Superintendent of Schools (“Superintendent”) Furthermore, the retention entails attending open and closed sessions of Board meetings and attendance in any context where the Board may desire legal representation.

The scope of our representation may be expanded from the services described above only if agreed upon in writing by both of us.

The undersigned will be the principal attorney supervising this matter and is also responsible for billings. Any billing-related inquiries can be directed to the undersigned’s attention, or you may contact our Director of Finance, David Bacon, in the Firm’s Los Angeles office. It is our practice to assign the lowest billing rate professional who is sufficiently experienced and well capable of handling a particular matter. However, we reserve the right to make assignments which, in our reasonable judgment, are necessary and desirable irrespective of the billing rate(s) of such person(s).

The following standard terms and conditions of our engagement shall apply to this matter:

Dr. Lisa Sparks
January 24, 2023
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Execution of Retainer Agreement. If this Agreement was executed on behalf of a corporate or partnership entity, the representative(s) of such corporate or partnership entity represent(s) that he/she/they is/are a duly appointed officer, partner, shareholder, or manager of such corporation or partnership, that the corporation or partnership is active and in good standing and that he/she/they possess actual authority to enter into this Agreement on behalf of such corporate or partnership entity. If more than one person executed this Agreement as Client, then each of them waives any conflict of interest that may exist or might hereafter arise between them in their representation by Haight, except this waiver shall not apply after written notice from one of them objecting to continued representation, or from us notifying you that a conflict has arisen which would preclude such joint representation.

Fees. Haight will bill Client on a monthly basis (unless otherwise agreed to in writing). Each invoice will provide a detailed accounting of services rendered during the immediately preceding month. Descriptions of such services may therefore be subject to the attorney-client privilege and we recommend therefore that our invoices be treated as privileged communications and safeguarded appropriately. With respect to legal services, Client will be billed on an hourly basis (unless otherwise agreed to in writing) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney(s), paralegal(s) or professional(s) rendering the services. Please note that our regular hourly rates are typically adjusted every twelve (12) to twenty-four (24) months. We will notify you at least thirty (30) days in advance of any such adjustment before any legal services at the adjusted rates are provided. For purposes of this matter, our present rates are as follows:

Partners:	\$400.00 / hour
Of Counsel:	\$365.00 / hour
Senior Counsel:	\$340.00 / hour
Associates:	\$315.00 / hour
Paralegals:	\$195.00 / hour

Reimbursable Costs. Our invoices will also reflect reimbursable costs incurred on your behalf in the referenced matter at the amount(s) actually charged or incurred, including costs associated with travel, lodging, copying, scanning, printing; telephone calls; courier/overnight services; postage; third-party conference calls and third-party services such as: transcript, filing, and recordation fees; and other case-related

Dr. Lisa Sparks
January 24, 2023
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disbursements such as charges by expert witnesses, consultants and investigators. Costs will be paid upon approval of Client. While many expenses are generally paid by the Firm and charged to Client, it is our practice to forward invoices for significant disbursements greater than Five Hundred Dollars (\$500.00) to Client for direct payment to the vendor. In addition, if it becomes apparent that substantial costs are to be advanced in connection with this matter, it is the Firm's practice to obtain a "cost retainer" from Client for payment of such expenses. Client hereby authorizes us, consistent with any applicable written litigation guidelines or procedures applicable to this matter with which Haight has agreed to comply, in our discretion and without the need for prior consultation or approval, to incur on Client's behalf filing fees, attorney service fees, registration fees, recording fees, copying costs, travel costs and other costs incurred in representing Client's interests in this matter. The Firm also utilizes litigation management and trial presentation software to more efficiently and effectively deliver high quality legal services to clients, including *Logikull* and *Relativity*; depending upon storage volume and/or usage, there will be direct, out-of-pocket costs incurred in the use of such programs which Client hereby authorizes the Firm to incur and to itemize on its billing statements. Client also authorizes the Firm to instruct court reporters and other vendors to bill Client directly for services incurred, consistent with the foregoing.

Payment. Our invoices will be issued monthly and are due and payable immediately; as set forth above, as applicable, invoices shall first be charged against an existing retainer balance. If there is no retainer or such balance is insufficient to pay the subject invoice in full, Client agrees to pay the balance due and, as appropriate, to replenish the retainer within fifteen (15) days. The full and prompt payment of our invoices is vital to our ability to efficiently provide legal services to all clients. Failure to timely pay our bills may affect our ability to represent you adequately and could result in our withdrawal as legal counsel. We reserve the right to discontinue services if our bills are not paid in a timely manner, and to seek payment for all past services rendered and costs advanced.

Payment is expected upon receipt of our invoice for the provision of legal services and costs. If we do not receive payment in full on any invoice within thirty (30) days, late charges at one percent (1%) interest per month (twelve percent (12%) per year) will be imposed on your unpaid balance after 30 days. Your unpaid balance is determined by taking the beginning balance of your account for each month, adding any new charges and subtracting any payments made to your account. We will then multiply this amount

Dr. Lisa Sparks
January 24, 2023
Page 5

by the one percent (1%) monthly periodic interest rate to compute the late charge for your account for that month.

Conflicts of Interest. Haight observes the professional and ethical requirements of the Rules of Professional Conduct as promulgated by the State Bar of California, including its rules as to avoiding the representation of adverse interests among clients and protecting the confidentiality of attorney-client communications. Please be advised that the Firm invests time, energy, and commitment in certain long term client relationships of our choosing, in which clients may rely upon the availability of our representation. Accordingly, it is understood and agreed, and you hereby consent, that our attorney-client relationship with you and the matters in which we represent you or any related persons' and entities' interests will not, in themselves, serve as a basis for our disqualification from representation of other clients or parties in any legal proceedings, cases, controversies, or matters, except if and to the extent absolutely non-waivably required by the Rules of Professional Conduct. In the event of a conflict, we may withdraw from representing you or another client in our discretion in order to address conflict issues.

Our engagement by you is also understood as entailing your consent to our representation of our other present or future clients in "transactions," including litigation and business or counseling matters, in which we have not been engaged to represent you or in which you have other counsel, and in which one of our other clients would be adverse to you in matters unrelated to those that we are handling for you. Given the nature of our relationship with certain long term clients, there is a need for our Firm to preserve its ability to represent existing clients on matters which may arise in the future including matters which may be adverse to you, provided that we would only undertake such adverse representation of others under circumstances in which we do not possess confidential information of yours relating to the subject transaction, and we would staff such a project with one or more attorneys who are not engaged in your representation. In such circumstances, the attorneys in the two matters would be subject to an ethical wall, screening them from communicating with each other regarding their respective engagements and preventing them from accessing case or client files, records, or communications of the other's matter. We understand that you consent to our present and future representation of you and our other clients under those circumstances, provided that in the future you may choose to terminate the Firm's representation of you, but not our representation of other clients.

Dr. Lisa Sparks
January 24, 2023
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Attorney-Client Communications. This will confirm that your attorney-client communications and any confidential client information you provide to us will be protected by us at all times from disclosure by us, except as may be in your interest and under your direction, or as may be required by law.

Insurance. To the extent Client has liability insurance coverage applicable to the subject matter of this retention, Haight shall, consistent with the terms and conditions of such insurance coverage, including applicable deductible or retention provisions, seek to obtain payment for its legal fees and costs directly from such insurer(s) as have agreed to participate in Client's defense once any such deductible or retention has been satisfied, typically by Client's payment of Haight's legal fees and costs until exhaustion of such deductible or retention. Some insurance companies may impose restrictions on the type, amount of or hourly rate for legal services which they will pay and may further refuse reimbursement for various cost items. In addition, some insurance companies may unilaterally impose other restrictions which are different from the terms of this Agreement. While Haight will, of course, work cooperatively with any insurance company defending Client, and make every effort to minimize the expense not absorbed by Client's insurance company, Haight's agreement is with Client, and Client nevertheless understands and agrees that it shall remain liable to Haight for all legal fees and costs which are not paid by such insurer(s) or which are within the applicable deductible(s) or retention(s) of, or are otherwise not covered by, such insurance policy(ies).

Term of Engagement. Either of us may terminate this engagement by fifteen (15) days' prior written notice to the other, for any reason, by written notice to that effect, subject on our part to applicable Rules of Professional Conduct. If permission for withdrawal is required by a court, Haight will promptly apply for such permission, in accordance with local court rules, and Client agrees to cooperate in such process and to engage successor counsel. Unless previously terminated, or otherwise agreed in writing, our representation of Client for purposes of the referenced matter will terminate upon our sending the final statement for services rendered in this matter or, if there are no outstanding fees due (and thus no need for a final statement for services), a written communication to Client confirming the termination of our representation.

Information/Client Responsibilities. We will keep Client informed of the status of the referenced matter and will send copies of correspondence, pleadings and/or other relevant documents which we initiate, and copies of correspondence, pleadings and/or

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other relevant documents we receive from others. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available which is relevant to the Firm's representation of Client's interests, including furnishing all documents requested by us.

Disposition of Records. Haight is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Client agrees that Haight may destroy matter files or records thirty (30) days after providing notice of its intention to destroy them (unless Client requests delivery of those materials within thirty (30) days of such notification), or without prior notice after five (5) years from the date the matter has been completed, whichever is earlier.

Responses to Audit Letters. If Client engages certified public accountants to audit Client's financial statements, it is likely the accountant or accounting firm will request, during the audit, that Haight provide a written description of all pending or threatened claims or lawsuits to which Haight has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant or accounting firm which Client is requested to send to Haight. Minimum fees for responses to such audit letters will be billed at \$500. However, if more than two hours of time is necessary to prepare such a response, we will charge our regularly hourly rates for time actually incurred.

No Representations as to Outcome. Litigation and business disputes are, by their very nature, unpredictable. It is impossible to warrant a successful result or represent that a particular result can be obtained within a specified time frame. Haight makes no representations or warranties concerning the successful prosecution or defense of this matter, or the favorable outcome of any legal action that may be filed, and does not guarantee that Haight will obtain compensation for or reimbursement to Client of any of Client's costs, expenses or other claimed damages resulting from the matters out of which the referenced matter arises. All statements of Haight on these matters are statements of opinion only.

Experts, Consultants and Investigators. In its discretion, and with Client's prior approval, Haight may retain experts, consultants and/or investigators to report to Haight as to the facts of this matter, to testify, if necessary, at trial, or both. Client authorizes Haight to execute retainer or engagement agreements on its behalf with such experts, consultants or investigators. The experts, consultants or investigators will report exclusively to Haight. Said experts, consultants or investigators shall be deemed

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employed by Client, not by Haight. However, such experts, consultants and/or investigators may present bills for their services to Haight, who may either (a) forward such bills to Client for direct payment if they exceed the sum of \$500, or (b) pay such bills, in which event the amount paid shall be considered a cost advanced by Haight to be reimbursed by Client. Haight will consult, in advance, with Client before retaining such experts, consultants or investigators, or incurring significant expenses associated therewith.

External Electronic Communication and Data Storage Authorization. The Firm may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communication (via the internet or other network) and/or may store such information utilizing “cloud-based” storage media (all collectively “EC”). Client understands that EC is not an absolutely secure method of communication and/or data storage. Client’s execution of this Agreement will serve to acknowledge and accept the risk and authorize the Firm to use EC means to communicate with Client or others necessary to effectively and efficiently represent Client. If there are certain documents or information with respect to which Client wishes to maintain absolute confidentiality, Client must advise the Firm in writing not to transmit or store such documents or information via EC and the Firm will thereafter comply with Client’s request.

Retention of Records by Client. The files and records of Client pertaining to the underlying matter may be important evidence. These records include essentially all records Client produced or received, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, an invoice or a contract, or something not as obvious, such as a computerized desk calendar, an appointment book or an expense record. Various laws, some specific to your business or particular activity, may require you to maintain certain types of records, usually for a specified period of time. Regardless of the application of other laws, however, if this matter reaches litigation the discovery laws require you to retain potentially relevant records, including electronic data. Failure to retain those records and data could subject you to sanctions and fines, cause the loss of rights, obstruct justice, place you in contempt of court, and/or seriously disadvantage you in the litigation. Accordingly, we request that if you have not already done so, you immediately secure and retain all materials, whether paper or in electronic or other form, that may be relevant to this engagement. Please contact me directly with any questions you or your colleagues or staff may have about any document or electronic data issues.

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Post-Engagement Matters. Client has engaged the Firm to provide legal services in connection with the specific matter identified above. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on Client's future rights and liabilities. Unless Client engages the Firm, in a writing signed by both parties, to provide additional advice on issues arising from the matter, Haight has no continuing obligation to advise you with respect to future developments.

Haight's General Counsel. Circumstances arising during the subject engagement may cause Haight to seek legal advice about its own rights and responsibilities regarding its engagement by Client pursuant to this Agreement, and in connection with its provision of legal services for Client in the most effective and efficient manner. Haight may seek such advice from one or more Haight attorneys who are designated as General Counsel or Associate General Counsel; such attorneys do not work for Client and will not be performing any services for Client or on Client's behalf, nor will the time of any such attorneys be charged to Client. Alternatively, Haight may seek such advice from outside attorneys, at its own expense. Client agrees that any such communications and advice are protected by Haight's attorney-client privilege with its own counsel and that neither the fact of any such communications nor their substance will be subject to disclosure to Client. To the extent Haight is, through any such communications, addressing its own rights and responsibilities, a conflict of interest might be deemed to exist between Haight and Client, particularly if a dispute should later arise between them arising out of the subject representation. Client hereby consents to such consultation(s) occurring and waives any claim of a conflict of interest based on such consultation(s) or resulting communications that might otherwise disqualify Haight from providing legal services for Client or prevent it from acting on its own behalf, even if such consultations and communications with Haight's counsel might be deemed adverse to Client's interests. Because a waiver of a potential conflict of interest may affect Client's rights, Client is encouraged to seek the advice of an independent lawyer of Client's choice before agreeing to such a waiver. By executing this Agreement, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and that, whether or not Client elected to consult with such an independent lawyer, Client agrees to the waiver of such potential conflict of interest as specified above.

Arbitration of Fee Disputes. Client and Haight agree that if any dispute arises with respect to Client's liability for fees and costs incurred, said parties agree first to try in good faith to settle the dispute themselves, or by mediation under the auspices of the bar association in the County where the Haight office responsible for the majority of

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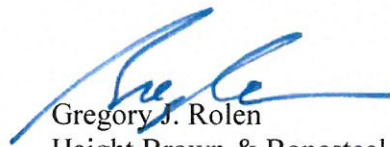
services provided in the referenced matter is located, before resorting to arbitration. Client has the right under California law to require a non-binding fee arbitration in the event a dispute over our fees arises; Client may also elect binding arbitration. Client's agreement to arbitrate disputes regarding Client's liability for fees and costs is not a condition of Haight agreeing to represent Client, and if Client does not wish to agree to arbitrate such disputes, Client should immediately advise us before counter-signing this Agreement. Following the mediation procedure referenced above, any remaining, unresolved controversy pertaining to legal fees and costs incurred by Haight shall be submitted to arbitration under the auspices of the bar association in the County where the Haight office responsible for the majority of services provided in the referenced matter is located in accordance with that bar association's applicable rules, and Client agrees to participate in and to cooperate with such submission. Because of the material savings in time and expense afforded by such arbitration procedures, Haight will request binding arbitration of any such dispute. If Client also agrees to binding arbitration at or prior to the fee arbitration hearing, Judgment upon an award rendered by the arbitrator(s) may be entered in any Court having jurisdiction pursuant to such rules. Under such circumstances, Haight and Client agree to be bound by the award of the arbitrator(s), and that any such award shall be enforceable in accordance with the provisions of the *California Code of Civil Procedure* and the *California Business and Professions Code*. California substantive law, including any applicable limitations periods, shall apply to any dispute regarding fees and costs between Haight and Client. In any litigation or arbitration with respect to Client's liability for fees and costs incurred and arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs and, as applicable, interest at the legal rate from the relevant (unpaid) invoice date(s). Client acknowledges that Client can retain a law firm or attorney who does not require an arbitration provision. Because an agreement to binding arbitration and the resultant waiver of a right to a jury trial may affect Client's rights, Client also acknowledges that Client has had the opportunity to fully and freely discuss with a representative of the Firm the arbitration process and its consequences. Client is also encouraged to seek the advice of an independent lawyer of Client's choice before agreeing to such a waiver and to binding arbitration. By executing this Agreement, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and that, whether or not Client elected to consult with such an independent lawyer, Client agrees to the waiver of jury and to participate in arbitration as to fee disputes as set forth above. These provisions shall not apply to any other claim or dispute concerning Haight's performance of legal services for Client.

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Entire Agreement. This Agreement represents our entire agreement, which is effective on the date you countersign this Agreement. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. This original Agreement has been executed on behalf of the Firm. You should sign and retain it for your file, and sign and return a copy to Haight with the retainer fee. By counter-signing in the space provided below and returning to Haight a copy of this Agreement (with the applicable retainer, if any), Client's representative confirms that she or he has read, understands and agrees to the terms of this Agreement and that she or he is authorized to execute this Agreement on Client's behalf to confirm the engagement of Haight Brown & Bonesteel LLP to represent Client in connection with the referenced matter, subject to the terms and conditions set forth above.

We welcome you as a valued Haight client and look forward to working closely with you and your colleagues towards a successful conclusion of this matter.

Very truly yours,



Gregory J. Rolén
Haight Brown & Bonesteel LLP

Agreed and accepted.

Dated: _____, 2023

Dr. Lisa Sparks
Board President
Client's Authorized Representative



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Lisa Sparks Ph.D., Board President
Tim Shaw, Board Vice President

SUBJECT: Revised Board Policy 400-12

RECOMMENDATION:

Board action on Revised Board Policy 400-12

ORANGE COUNTY DEPARTMENT OF EDUCATION

Costa Mesa, California
BOARD POLICY

400-12

Charter Schools

The Orange County Board of Education (Board) encourages the establishment of quality charter schools in Orange County as an integral part of the California educational system. The Board believes that charter schools provide one opportunity to implement school-level reform and to support innovations which improve student learning and enable students to become self-motivated, competent, and lifelong learners. These schools shall operate under the provisions of their charters, specific state and/or federal laws and regulations, and general oversight of the chartering authority. The Board's actions as an authorizer shall be guided by the laws, regulations, and policies applicable to petition review, monitoring and oversight, renewals, and revocation.

Please see the following for additional information:

- Appendix #400-12
- [Template Agreement](#)

Legal Authority: Education Code sections 35160, 35160.2, 47600 *et seq.*; 5 California Code of Regulations section 11960 *et seq.*

~~Adopted: 04/20/2005~~
~~Revised: 03/11/2015~~
~~02/10/2016~~

ORANGE COUNTY DEPARTMENT OF EDUCATION

Costa Mesa, California

Appendix 400-12

Charter School Petition Review

When considering charter petitions, the County Board shall be guided by the intent of the Legislature, that quality charter schools are and should be an integral part of the California educational system. It shall be the policy of the Board to give appropriate consideration to petitions for charter schools to be operated under its jurisdiction. It is the objective of the board that all charter school petitions shall be reviewed in accordance with the letter and spirit of the law. Accordingly, the Board shall implement state and federal law and regulations fully and fairly, and protect the interests of parents, students, and the public when granting or denying charter petitions.

The provisions of this policy shall pertain to 1) charter school petitions proposing a countywide charter school(s) submitted directly to the Board, and 2) petitions denied by the Governing Board of a school District and subsequently submitted to the Board for review. In the case of petitions presented on appeal, the County Board shall follow the procedures outlined below.

Petitions for countywide charter schools shall be reviewed by the Board under the requirements of applicable law and regulations as well as any additional requirements that the Board considers necessary for the sound operation of countywide charter schools. Petitions denied by school Districts, and submitted to the Board for review, shall be reviewed by the Board under the requirements of applicable law and regulations. The Board shall hold charter schools under its jurisdiction accountable for fulfilling the terms of their charters and may revoke a charter if deemed necessary.

Ad Hoc Committee on Charter Appeals/Applications

Upon receipt of a charter school appeal or countywide application, the Board may establish an Ad Hoc Committee on Charter Appeals/Applications consisting of two Board members appointed by the President of the Board. The Committee shall act as a liaison between the Board, Orange County Department of Education (OCDE) staff and charter school petitioners on all matters related to the appeal or application.

Charter School Petition Appeals

Petitioners

The provisions of this section pertain to petitions denied by the Governing Board of an Orange County School District and subsequently submitted to the OCBE for review.

Prior to submitting a petition for review, petitioners should carefully review this Board Policy which sets forth Policy three Sections 1, 3, 4, major elements:

Authorizers

The provisions of this section pertain to petitions denied, or not acted upon, by the Governing Board of Orange County School District and subsequently submitted to OCBE for review. Once the Petitioner notifies the District that they will pursue an appeal to OCDE, designated District staff should carefully review and comply with the Board Policies set forth in Policy Section 2.

Policy Sections

1. Documentation Required of Petitioners

~~1.2.~~ Documentation Required of Local Authorizers

~~2.3.~~ The Review Process

~~3.4.~~ Criteria for the Review and Approval of Charter School Petitions

Section 1-Documentation Required of Petitioners

Within ~~180~~ thirty (30) calendar days of the denial by the local the local District, appellants shall deliver to the Office of the Orange County Superintendent of Schools fifteen (15) printed copies and one electronic copy of a petition containing the following:

1. A Table of Contents.
2. A complete unedited copy of the charter petition as denied by the District, including supporting documents considered by the District when the petition was denied.
3. Evidence of the District governing board's action to deny the petition (e.g. meeting minutes) and the governing board's written factual findings specific to the particular petition, when available, setting forth specific facts to support one or more of the grounds for denial set forth in Education Code Section 47605(b).
4. If available, the Charter School's written response to the District's findings for denial of the charter petition.
5. A description of any changes to the petition necessary to reflect the County Board of Education as the chartering entity, as applicable, consistent with Title 5, California Code of Regulations section 11967(b)(4)). This description may be provided in narrative form or through supplementary documentation, and may include, but is not limited to, the following:
 - a. A description of any changes to the petitioner's Governing Board and/or leadership which have occurred subsequent to the denial by the local District. (This includes resignations and additions.);
 - b. A description of any changes to the petitioner's enrollment projections and

operational budget which have occurred subsequent to the denial by the local District and the reasons therefore. For purposes of this section, a change is “material” if it equals or exceeds one classroom

- c. A description of any changes to the petitioner’s proposed physical facilities which have occurred subsequent to the denial by the local District and the reasons therefore;
 - d. Clarifications that address deficiencies noted in the District governing board’s written factual findings; and/or
 - e. Clarifications necessary to address the evaluation criteria established by this Board Policy and any implementing procedures or administrative regulations that may differ from the District governing board.
6. A signed certification stating the petitioners will comply with all applicable law.
7. Signature pages as required by Education Code §47605 (a)

Petitioners may, at their discretion, submit any additional information may deem necessary to enable the OCBE to give appropriate consideration to the petition. However, proposed changes in the following areas will not be considered by the OCBE. Accordingly, petition should not include the proposed changes in the following areas:

- a. The proposed educational program, as described in Education Code section 47605(b) (5) (A) (ii), including, but not limited to reconfiguration of the school; curriculum, instruction and assessment; framework for educational design; the basic learning environment or instructional approach or approaches.
- b. The target student population, including grade levels to be served, and specific educational interests, backgrounds, or challenges. For the purposes of this section a delay of not more than two (2) school years in serving one or more grade level shall be considered a change to the target student population.
- c. The school’s mission.

Section 2-Documentation Required of Local Authorizer

Upon petitioner’s notification to the local school Districts of its intention to appeal the denial to the OCBE, within thirty (30) days of the school district Superintendent or designee shall deliver to the Office of the Orange County Superintendent of Schools a District Prepared Charter School Appeal Package containing the following:

- 1. District Required Charter School Appeal Checklist.
- 2. District’s confirmation that the petition was accepted and the District’s review period started on the day the charter school submitted the petition, pursuant to Education Code §47605 (b).

3. Evidence that the District held a public hearing no later than sixty (60) days after receiving a petition pursuant to Education Code §47605 (b).
4. Evidence that the District board took action to grant or deny the charter within ninety (90) days of receipt of the petition, pursuant to Education Code §47605 (b).
5. If the District and the charter school mutually agreed to an extension of the timeline (not to exceed thirty (30) days) the District should provide a copy of the timeline extension agreement pursuant to Education Code §47605 (b).
6. Evidence that the District published all staff recommendations, regarding the petition at least fifteen (15) days before the public hearing, pursuant to Education Code §47605 (b).
7. Evidence that the denying District provided charter petitioners equivalent time and procedures to present evidence and testimony to respond to the District recommendations and findings during the public hearing at which the Governing Board of the school District will either grant or deny the charter, pursuant to Education Code §47605 (b).
8. Evidence the District provided the OCBE and the Orange County Superintendent of Schools/Orange County Department of Education ("Department") a written transcript of the hearing where the charter petition was denied, or not acted upon, pursuant to Education Code §47605 (b).
9. Evidence that the District encourages the establishment of equity charter schools as an integral part of the California educational system, pursuant to Education Code §47605 (c).
10. If the petition has been previously denied, the District should provide documentation from the previous denial to the OCBE and Department, pursuant to Education Code §47605 (k).
11. If the petition had been remanded to the District for reconsideration, the District should provide the documentation to the OCBE and Department of such reconsideration, pursuant to Education Code §47605 (k).
12. If the petition was remitted to the District for reconsideration and the District contends that there were, "material," changes to the petition, the District should provide documentation of evidence of significant, "material changes," pursuant to Education Code §47605 (k).

Ⓐ:

~~7. A signed certification stating that petitioners will comply with all applicable law.~~

~~8. Signature pages as required by Education Code Section 47605(a).~~

~~Petitioners may, at their discretion, submit any additional information they deem necessary to enable the OCBE to give appropriate consideration to the petition. However, proposed changes in the following areas **will not be considered** by the OCBE. Accordingly, petitions should **not** include proposed changes in the following areas:~~

~~—The proposed educational program, as described in Education Code section 47605(b)(5)(A)(ii), including but not limited to grade configuration of the school; curriculum, instruction and assessment; framework for educational design; the basic learning environment or instructional approach or approaches.~~

~~a. The target student population, including grade levels to be served, and specific educational interests, backgrounds, or challenges. For purposes of this section, a delay of not more than two school years in serving one or more grade levels shall not be considered a change to the target student population.~~

~~a. The school's mission.~~

Section 3-The Review Process

The Public Hearing

No later than ~~sixty (60)~~³⁰ days after receiving a petition, the OCBE shall hold a public hearing on the provisions of the charter, at which time the Board shall consider the level of support for the petition by teachers, parents or guardians, and the school ~~D~~istrict(s) where the charter school petitioner proposes to place school facilities. During the public hearing, the Board may ask questions of petitioners or ~~D~~istrict representatives related to the proposed charter, as necessary to give appropriate consideration to the petition. Both proponents and opponents of the charter petition will be given equivalent time to respond Board questions.

Petitioners will be permitted a maximum of fifteen (15) minutes to address the OCBE. Petitioners may, but shall not be required to, utilize technology including but not limited to PowerPoint, in addressing the Board. It is the expectation of the Board that petitioners will specifically address the written findings the local ~~D~~istrict cited in the ~~D~~istrict's denial of the petition.

Upon receipt of a request received by OCDE a minimum of five business days before the scheduled public hearing, representatives of the local school ~~d~~istrict will also be permitted a maximum of fifteen (15) minutes to comment on the petition.

During the public hearing, the Board will also receive a maximum of fifteen (15) minutes public comments. Individual comments shall be limited to three minutes each. Upon a motion duly passed by a majority to the Board, these time limits may be extended.

Within thirty (30) days of the public hearing, and within ninety (90) -~~60~~ days from receipt of the petition, the OCBE shall grant or deny the charter in a Board meeting separate from the meeting in which the public hearing was held, unless the OCBE and petitioner extend the date of approval or denial by an additional thirty (30) days by written mutual agreement.

If the OCBE does not grant or deny the petition within the time period set forth in the previous paragraph, the petitioner may submit the petition to the State Board of Education for review.

Communications with OCDE Staff

Throughout the review process it is expected that the petitioner will remain in regular communications with designated OCDE staff members and respond to inquiries in a prompt and timely manner. Likewise, it is the expectation of the Board that OCDE staff members will respond to inquiries by petitioners in a prompt and timely manner.

Communications with the OCBE Ad Hoc Committee on Charters

Upon request, petitioner shall meet with members of the Ad Hoc committee as well as designated OCDE staff members to discuss matters relating to the petition. The meeting shall take place in the offices of the OCDE or at a mutually agreeable location.

The Timing of the Staff Report and Recommendation

The OCDE staff shall ~~provide~~ publish a report and recommendation for approval or denial publicly and to both Board members and petitioners no later than ~~fifteen (15)~~ five business days before the Board is scheduled to vote to approve or deny a charter appeal.

Section 4-Criteria for the Review and Approval of Charter School Petitions and Charter School Renewal Petitions by the OCBE.

When reviewing charter petitions, the OCBE shall remain guided by the intent of the Charter School Act that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. AB 1505, passed by the legislature in 2019, created a new basis for review of the charter petitions related to the fiscal impact, the OCBE recognizes that there is a fiscal impact on District specifically intended by the Charter School Act as the letter acknowledges the charter schools are intended to provide vigorous competition within the public school system to stimulate continuous improvement in all public schools.

~~Criteria for the Review and Approval of Charter School Petitions and Charter School Renewal Petitions by the Orange County Board of Education.~~

The OCBE shall review the charter school petition pursuant to California Education Code section 47605(b) and applicable regulations and apply the following criteria in voting to approve or deny a petition:

- (a) For purposes of Education Code section 47605(b), a charter petition shall

be “consistent with sound educational practice” if, in the OCBE's judgment, it is likely to be of educational benefit to pupils who attend. A charter school need not be designed or intended to meet the educational needs of every student who might possibly seek to enroll in order for the charter to be granted by the OCBE.

- (b) For purposes of Education Code section 47605(b)(1), a charter petition shall be “an unsound educational program” if it is any of the following:
 - (1) A program that involves activities that the OCBE determines would present the likelihood of physical, educational, or psychological harm to the affected pupils.
 - (2) A program that the OCBE determines not to be likely to be of educational benefit to the pupils who attend.
 - (3) ~~If the petition is for renewal of a charter school, and either the charter school has not met the standards for renewal pursuant to Education Code section 47607(b), as applicable, or the charter school has not met the measurable pupil outcomes as described in its charter.~~
- (c) For purposes of Education Code section 47605(b)(2), the OCBE shall take the following factors into consideration in determining whether charter petitioners are “demonstrably unlikely to successfully implement the program.”
 - (1) If the petitioners have a past history of involvement in charter schools or other education agencies (public or private), the history is one that the OCBE regards as unsuccessful, e.g., the petitioners have been associated with a charter school of which the charter has been revoked or a private school that has ceased operation for reasons within the petitioners' control.
 - (2) The petitioners are unfamiliar in the OCBE's judgment with the content of the petition or the requirements of law that would apply to the proposed charter school.
 - (3) The petitioners have presented an unrealistic financial and operational plan for the proposed charter school. An unrealistic financial and operational plan is one to which any or all of the following applies:
 - (A) In the area of administrative services, the charter or supporting documents do not adequately:
 - 1. Describe the structure for providing administrative services, including, at a minimum, personnel transactions, accounting and payroll that reflects an understanding of school business practices and expertise to carry out the necessary administrative services, or a reasonable plan and timeline to develop and

assemble such practices and expertise.

2. For any contract services, describe criteria for the selection of a contractor or contractors that demonstrate necessary expertise and the procedure for selection of the contractor or contractors.

(B) In the area of financial administration, the charter or supporting documents do not adequately:

1. Include, at a minimum, the first-year operational budget, start-up costs, and cash flow, and financial projections for the first three years.
2. Include in the operational budget reasonable estimates of all anticipated revenues and expenditures necessary to operate the school, including, but not limited to, special education, based, when possible, on historical data from schools or school ~~D~~istricts of similar type, size, and location.
3. Include budget notes that clearly describe assumptions on revenue estimates, including, but not limited to, the basis for average daily attendance estimates and staffing levels.
4. Present a budget that in its totality appears viable and over a period of no less than two years of operations provides for the amassing of a reserve equivalent to that required by law for a school ~~d~~istrict of similar size to the proposed charter school.
5. Demonstrate an understanding of the timing of the receipt of various revenues and their relative relationship to timing of expenditures that are within reasonable parameters, based, when possible, on historical data from schools or school ~~D~~istricts of similar type, size, and location.

(C) In the area of insurance, the charter and supporting documents do not adequately provide for the acquisition of and budgeting for general liability, workers compensations, and other necessary insurance of the type and in the amounts required for an enterprise of similar purpose and circumstance.

(D) In the area of facilities, the charter and supporting documents do not adequately:

1. Describe the types and potential location of facilities needed to operate the size and scope of educational program proposed in the charter.
2. In the event a specific facility has not been secured, provide evidence of the type and projected cost of the facilities that may

be available in the location of the proposed charter school.

3. Reflect reasonable costs for the acquisition or leasing of facilities to house the charter school, taking into account the facilities the charter school may be allocated under the provisions of Education Code section 47614.
- (4) The petitioners personally lack the necessary background in the following areas critical to the charter school's success, and the petitioners do not have a plan to secure the services of individuals who have the necessary background in these areas:
 - (A) Curriculum, instruction, and assessment.
 - (B) Finance and business management.
- (d) For purposes of Education Code section 47605(b)(3), a charter petition that “does not contain the number of signatures required by subdivision (a)” of Education Code section 47605 shall be a petition that did not contain the requisite number of signatures at the time of the submission of the original charter to a school ~~D~~istrict governing board pursuant to Education Code section 47605(a). The OCBE shall not disregard signatures that may be purported to have been withdrawn or to have been determined to be invalid after the petition was denied by the school ~~D~~istrict. The signature requirement set forth in Education Code section 47605(a) is not applicable to a petition for renewal.
- (e) For purposes of Education Code section 47605(b)(4), a charter petition that “does not contain an affirmation of each of the conditions described in subdivision (d)” of Education Code section 47605 shall be a petition that fails to include a clear, unequivocal affirmation of each such condition, not a general statement of intention to comply. Neither the charter nor any of the supporting documents shall include any evidence that the charter will fail to comply with the conditions described in Education Code section 47605(d).
- (f) For purposes of Education Code section 47605(b)(5), the OCBE shall take the following factors into consideration in determining whether a charter petition does not contain a “reasonably comprehensive” description of each of the specified elements.
- (1) The description of the educational program of the school, as required by Education Code section 47605(b)(5)(A), at a minimum:
 - (A) Indicates the proposed charter school's target student population, including, at a minimum, grade levels, approximate numbers of pupils, and specific educational interests, backgrounds, or challenges.

- (B) Specifies a clear, concise school mission statement with which all elements and programs of the school are in alignment and which conveys the petitioners' definition of an "educated person" in the 21st century, belief of how learning best occurs, and goals consistent with enabling pupils to become or remain self-motivated, competent, and lifelong learners.
- (C) Includes a framework for instructional design that is aligned with the needs of the pupils that the charter school has identified as its target student population.
- (D) Indicates the basic learning environment or environments (e.g., site-based matriculation, independent study, community-based education, or technology-based education).
- (E) Indicates the instructional approach or approaches the charter school will utilize, including, but not limited to, the curriculum and teaching methods (or a process for developing the curriculum and teaching methods) that will enable the school's pupils to master the content standards for the four core curriculum areas adopted by the SBE pursuant to Education Code section 60605 and to achieve the objectives specified in the charter.
- (F) Indicates how the charter school will identify and respond to the needs of pupils who are not achieving at or above expected levels.
- (G) Indicates how the charter school will meet the needs of students with disabilities, English learners, students achieving substantially above or below grade level expectations, and other special student populations.
- (H) Specifies the charter school's special education plan, including, but not limited to, the means by which the charter school will comply with the provisions of Education Code section 47641, the process to be used to identify students who qualify for special education programs and services, how the school will provide or access special education programs and services, the school's understanding of its responsibilities under law for special education pupils, and how the school intends to meet those responsibilities.
- (I) Contains a reasonably comprehensive description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific

annual actions to achieve those goals.

- (2) Measurable pupil outcomes, as required by Education Code section 47605(b)(5)(B), at a minimum:
 - (A) Specify skills, knowledge, and attitudes that reflect the school's educational objectives and can be assessed, at a minimum, by objective means that are frequent and sufficiently detailed enough to determine whether pupils are making satisfactory progress. It is intended that the frequency of objective means of measuring pupil outcomes vary according to such factors as grade level, subject matter, the outcome of previous objective measurements, and information that may be collected from anecdotal sources. To be sufficiently detailed, objective means of measuring pupil outcomes must be capable of being used readily to evaluate the effectiveness of and to modify instruction for individual students and for groups of students.
 - (B) Include the school's Academic Performance Index or similar growth target, if applicable.
 - (C) Demonstrate that the pupil outcomes align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.
- (3) The method by which pupil progress is to be measured, as required by Education Code section 47605(b)(5)(C), at a minimum:
 - (A) Utilizes a variety of assessment tools that are appropriate to the skills, knowledge, or attitudes being assessed, including, at a minimum, tools that employ objective means of assessment consistent with paragraph (2)(A) of subdivision (f) of this section.
 - (B) Includes the annual assessment results from the Statewide Testing and Reporting (STAR) or similar program.
 - (C) Outlines a plan for collecting, analyzing, and reporting data on pupil achievement to school staff and to pupils' parents and guardians, and for utilizing the data continuously to monitor and improve the charter school's educational program.
 - (D) Provides, to the extent practicable, the method for measuring pupil outcomes for state priorities consistent with the way information is reported on a school accountability report card.
- (4) The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement in supporting the school's effort on behalf of the school's pupils, as required by

Education Code section 47605(b)(5)(D), at a minimum:

- (A) Includes evidence of the charter school's incorporation as a non-profit public benefit corporation, if applicable.
- (B) Includes evidence that the organizational and technical designs of the governance structure reflect a seriousness of purpose necessary to ensure that:
 - 1. The charter school will become and remain a viable enterprise.
 - 2. There will be active and effective representation of interested parties, including, but not limited to parents (guardians).
 - 3. The educational program will be successful.
 - 4. The charter school and its governing body will comply with the Brown Act, the Public Records Act, the Political Reform Act, and Government Code section 1090.
- (5) The qualifications to be met by individuals to be employed by the school, as required by Education Code section 47605(b)(5)(E), at a minimum:
 - (A) Identify general qualifications for the various categories of employees the school anticipates (e.g., administrative, instructional, instructional support, non-instructional support). The qualifications shall be sufficient to ensure the health, and safety of the school's faculty, staff, and pupils.
 - (B) Identify those positions that the charter school regards as key in each category and specify the additional qualifications expected of individuals assigned to those positions.
 - (C) Specify that the requirements for employment set forth in applicable provisions of law will be met, including, but not limited to credentials as necessary.
- (6) The procedures that the school will follow to ensure the health and safety of pupils and staff, as required by Education Code section 47605(b)(5)(F), at a minimum:
 - (A) Require that each employee of the school furnish the school with a criminal record summary as described in Education Code section 44237.
 - (B) Include the risk assessment/examination of faculty and staff for tuberculosis as described in Education Code section 49406.
 - (C) Require immunization of pupils as a condition of school attendance

to the same extent as would apply if the pupils attended a non-charter public school.

- (D) Provide for the screening of pupils' vision and hearing and the screening of pupils for scoliosis to the same extent as would be required if the pupils attended a non-charter public school.
- (7) Recognizing the limitations on admissions to charter schools imposed by Education Code section 47605(d), the means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school District to which the charter petition is submitted, as required by Education Code section 47605(b)(5)(G), shall be presumed to have been met, absent specific information to the contrary.
- (8) To the extent admission requirements are included in keeping with Education Code section 47605(b)(5)(H), the requirements shall be in compliance with the requirements of Education Code section 47605(d) and any other applicable provision of law.
- (9) The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority, as required by Education Code section 47605(c)(5)(I), at a minimum:
 - (A) Specify who is responsible for contracting and overseeing the independent audit.
 - (B) Specify that the auditor will have experience in education finance.
 - (C) Outline the process of providing audit reports to the OCBE, California Department of Education, or other agency as the OCBE may direct, and specifying the time line in which audit exceptions will typically be addressed.
 - (D) Indicate the process that the charter school will follow to address any audit findings and/or resolve any audit exceptions.
- (10) The procedures by which pupils can be suspended or expelled, as required by Education Code section 47605(b)(5)(J), at a minimum:
 - (A) Identify a preliminary list, subject to later revision pursuant to subparagraph (E), of the offenses for which students in the charter school must (where non-discretionary) and may (where discretionary) be suspended and, separately, the offenses for which students in the charter school must (where non-discretionary) or may (where discretionary) be expelled, providing evidence that the petitioners' reviewed the offenses for which students must or may be suspended or expelled in non-charter public

schools.

- (B) Identify the procedures by which pupils can be suspended or expelled.
 - (C) Identify the procedures by which parents, guardians, and pupils will be informed about reasons for suspension or expulsion and of their due process rights in regard to suspension or expulsion.
 - (D) Provide evidence that in preparing the lists of offenses specified in subparagraph (A) and the procedures specified in subparagraphs (B) and (C), the petitioners reviewed the lists of offenses and procedures that apply to students attending non-charter public schools, and provide evidence that the charter petitioners believe their proposed lists of offenses and procedures provide adequate safety for students, staff, and visitors to the school and serve the best interests the school's pupils and their parents (guardians).
 - (E) If not otherwise covered under subparagraphs (A), (B), (C), and (D):
 - 1. Provide for due process for all pupils and demonstrate an understanding of the rights of pupils with disabilities in regard to suspension and expulsion.
 - 2. Outline how detailed policies and procedures regarding suspension and expulsion will be developed and periodically reviewed, including, but not limited to, periodic review and (as necessary) modification of the lists of offenses for which students are subject to suspension or expulsion.
- (11) The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security, as required by Education Code section 47605(b) (5)(K), at a minimum, specifies the positions to be covered under each system and the staff who will be responsible for ensuring that appropriate arrangements for that coverage have been made.
- (12) The public school attendance alternatives for pupils residing within the school ~~D~~istrict who choose not to attend charter schools, as required by Education Code section 47605(b)(5)(L), at a minimum, specify that the parent or guardian of each pupil enrolled in the charter school shall be informed that the pupils has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the LEA
- (13) The description of the rights of any employees of the school ~~D~~istrict upon leaving the employment of the school ~~D~~istrict to work in a charter school, and of any rights of return to the school ~~d~~istrict after employment at a charter school, as required by Education Code section 47605(b)(5)(M), at a minimum, specifies that an employee of the charter school shall have the following rights:

- (A) Any rights upon leaving the employment of an LEA to work in the charter school that the LEA may specify.
 - (B) Any rights of return to employment in an LEA after employment in the charter school as the LEA may specify.
 - (C) Any other rights upon leaving employment to work in the charter school and any rights to return to a previous employer after working in the charter school that the OCBE determines to be reasonable and not in conflict with any provisions of law that apply to the charter school or to the employer from which the employee comes to the charter school or to which the employee returns from the charter school.
- (14) The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter, as required by Education Code section 47605(~~cb~~)(5)(N), at a minimum:
- (A) Include any specific provisions relating to dispute resolution that the OCBE determines necessary and appropriate in recognition of the fact that the OCBE is not a local ~~d~~District.
 - (B) Describe how the costs of the dispute resolution process, if needed, would be funded.
 - (C) Recognize that, because it is not a local ~~d~~District, the OCBE may choose to resolve a dispute directly instead of pursuing the dispute resolution process specified in the charter, provided that if the OCBE intends to resolve a dispute directly instead of pursuing the dispute resolution process specified in the charter, it must first hold a public hearing to consider arguments for and against the direct resolution of the dispute instead of pursuing the dispute resolution process specified in the charter.
 - (D) Recognize that if the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47604.5, the matter will be addressed at the OCBE discretion in accordance with that provision of law and any regulations pertaining thereto.
- (15) The declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act. Education Code section 47605(b)(5)(O) recognizes that the OCBE is not an exclusive public school employer. Therefore, the charter school must be the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (commencing with Government Code section 3540).
- (16) The procedures to be followed by the charter school for school closure, which shall include at a minimum, each of the following:

- (a) Designation of a responsible entity to conduct closure-related activities.
- (b) Notification of the closure of the charter school to parents (guardians) of pupils, the authorizing entity, the county office of education (unless the county board of education is the authorization entity), the special education local plan area in which the school participates, the retirement systems in which the school's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education, providing at least the following:
 - (1) The effective date of the closure;
 - (2) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure;
 - (3) The pupils' school ~~d~~Districts of residence; and
 - (4) The manner in which parents (guardians) may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.
- (c) Provision of a list of pupils in each grade level and the classes they have completed, together with information on the pupils' ~~D~~district of residence, to the responsible entity designated in subdivision (a).
- (d) Transfer and maintenance of all pupil records, all state assessment results, and any special education records to the custody of the responsible entity designated in subdivision (a), except for records and/or assessment results that the charter may require to be transferred to a different entity.
- (e) Transfer and maintenance of personnel records in accordance with applicable law.
- (f) Completion of an independent final audit within six months after the closure of the school that may function as the annual audit, and that includes at least the following:
 - (1) An accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value.
 - (2) An accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation.

- (3) An assessment of the disposition of any restricted funds received by or due to the charter school.
- (g) Disposal of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed, including but not limited to, the following:
 - (1) The return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports.
 - (2) The return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.
- (h) Completion and filing of any annual reports required pursuant to Education Code section 47604.33.
- (i) Identification of funding for the activities identified in subdivisions (a) through (h).
- (g) A “reasonably comprehensive” description, within the meaning subdivision (f) of this section and Education Code section 47605(b)(5) shall include, but not be limited to, information that:
 - (1) Is substantive and is not, for example, a listing of topics with little elaboration.
 - (2) For elements that have multiple aspects, addresses essentially all aspects the elements, not just selected aspects.
 - (3) Is specific to the charter petition being proposed, not to charter schools or charter petitions generally.
 - (4) Describes, as applicable among the different elements, how the charter school will:
 - (A) Improve pupil learning.
 - (B) Increase learning opportunities for its pupils, particularly pupils who have been identified as academically low achieving.
 - (C) Provide parents, guardians, and pupils with expanded educational opportunities.

(D) Hold itself accountable for measurable, performance-based pupil outcomes.

(E) Provide vigorous competition with other public school options available to parents, guardians, and students.

(h) AB 1505 created two (2) new provisions to be used when evaluating charter petitions, and in Education Code section 47605 (c) (7) and (c) (8). When reviewing petitions, the OCBE recognizes these provisions are intended to be considered as statutory exception and the presumption of approval required by the Charter Schools Act.

(1) For the purposes of Education Code section 47605 (c) (7), “community,” shall be defined by the charter in the petition.

(2) The analysis of fiscal impact of the charter under Education Code section 47605 (c) (7) shall include the following:

(A) The fiscal impact of the charter on the District, such as those that strengthen the community’s capacity to provide education to all resident public school students. This should include, but is not limited to, strengthening outcomes for students and the community such that it brings long-term fiscal impact to the area.

(B) Compensatory fiscal impact of the charter, such as effects of the charter that diminish the adverse fiscal impact demonstrated by the District. This could include, but is not limited to, reduced District expense, rent from non-Prop 39 agreement, or other payments of services that increase the total District revenue.

(C) Adverse fiscal impact of the charter on the District which shall be defined as effects of the charter that would prevent the District from providing an adequate education as required by the California Constitution.

(3) Further, the following definitions shall apply:

(A) “Substantially undermine,” shall mean that, if the charter school is approved, the District would be unable to operate or offer existing academic or programmatic offerings by reducing their scale or costs.

(B) “Duplicative,” shall mean that the proposed charter is essentially the same in its mission, structure, program offerings, proposed pedagogy, and other key features, relative to an existing school that has the capacity to meet the demand the charter would otherwise serve. The offering of a charter school in a different part of the community and at existing, similar program, shall not be seen as duplicative nor shall the charter be seen as duplicative if the charter

proposes to combine offerings from multiple different District schools into one program.

(i) For the purposes of Education Code section 47605 (c) (8), a charter school is subject to a rebuttable presumption of denial if the District in which they propose to locate has a qualified interim certification and the county superintendent of schools has certified that approving the charter school would result in a negative interim certification, has a negative interim certification, or is under state receivership.

(1) This exception shall only be used for review of charter petitions submitted in District in one the formal fiscal certification statuses enumerated above.

(2) When OCBE review the charter petition denied-, or not acted upon, by the District pursuant to Education Code section 47605 (c) (8), OCBE shall also review the school District's findings under that section. In addition to reviewing the District findings, OCBE shall also review all evidence provided to observe the fiscal impact of the charter school. The rebuttable presumption falls to the charter petitioners to demonstrate that the adverse fiscal impact of the charter will be minimal and that the benefit of the charter school on students, families, taxpayers and the District are substantial. The charter petitioner is encouraged to provide evidence of positive and compensatory fiscal impact of the charter petition on the District as well as data that demonstrates the negative fiscal impact will be minimal.

(A) Positive fiscal impacts of the charter on the District shall include, but not be limited to those that strengthen the District's capacity to provide an education to all resident public school students.

(B) Compensatory fiscal impact of the charter are the effects of the charter that diminish the adverse fiscal impact demonstrated by the District. These could include, but are not limited to, reduced district expenses, rent from a non-Prop 39 agreement, or other payments or services that increase the total District revenue.

The Board shall hold charter schools under its jurisdiction accountable for fulfilling the terms of their charters and may revoke a charter if deemed necessary.

Section 5: OCBE Charter Petition Criteria for Renewal

Charter school should follow all criteria set forth in the OCBE Charter Petition Renewal Process. OCBE review all charter school renewals in accordance with Education Code section 47607 and 47607.2.

AB 1505 established a three (3) track renewal process which provides additional guardrails to ensure fair and robust renewal determinations. The California Department of Education annually publishes a data file that provides performance categories (Low,

Middle or High track) for all non-DASS charter schools to be used for charter school renewal. A charter school shall have school work performance levels on at least two (2) measurements of academic performance per year in each of the two (2) consecutive years immediately preceding the renewal decision in order to determine the high-and low-performing tracks. OCBE will use this list to determine which track a -charter school falls and therefore which criteria to use for reviewing a charter school renewal.

AB 1505 also establishes the use of verified data in some renewals. That is defined in Education Code section 47607.2 (c) as, "data derived from nationally recognized, valid, peer reviewed, and more manageable sources that are externally produced," and shall include measures of postsecondary outcomes. The California State Board of Education ("SBE") has established further criteria to define verified data and has identified an approved list of valid and reliable assessments.

Charter Schools Renewals for High Track Schools

- (a) For the purposes of Education Code section 47607 (c) (2) (A), a charter school falls in the high track if they either:
 - (1) Receive a green or blue on all their state indicators in the two (2) recent consecutive years schoolwide; or
 - (2) Meets its schoolwide metric as well as a minimum level of subgroup performance on measurements of academic performance. To meet this criteria, a school must demonstrate the following:
 - (A) That school is the same status or higher than the statewide average status for the academic indicator; and
 - (B) For subgroups underperforming across statewide average status for all students, across each academic indicator, a majority of underperforming subgroups must have a higher status than the statewide average for that subgroup.
- (b) OCBE shall provide a charter that qualifies for this tract an expedited/streamlined renewal process pursuant to Education Code section 47607 (c) (2) (C) the end of the school will only be required to update the petition to include new charter school requirements and acted in the law after the charter was granted or last renewed.
- (c) OCBE shall renew any charter that is designated as high track.
- (d) OCBE shall grant a high- track schools a renewal for a period of seven (7) years.

Charter School Renewals for Low Track Schools

- (a) For the purposes of Education Code section 47607.2 (a), charter falls into the low track if they either:

- (1) Receive an orange or red on all of their state indicators in the two (2) most recent consecutive years schoolwide; or
 - (2) Have the same status or lower than the statewide average status for the academic indicators and a majority of underperforming subgroups have a lower status than the statewide status for that subgroup.
- (b) For charter schools deemed to be in the low track, OCBE shall not renew the charter unless they make written factual findings, specific to the particular petition that:
 - (1) The charter is taking meaningful steps to address the underlying cause or causes of low performance, and those steps are reflected, or will be reflected in a written plan adopted by the governing board of the charter school; and
 - (2) There is clear and convincing evidence, as shown by verified data, of either:
 - (A) The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in the school; or
 - (B) Strong postsecondary outcomes, as defined by college enrollment, persistent, and completion rates equal to similar peers.

Charter School Renewals for Middle Track Schools

- (a) For the purposes of Education Code section 47607.2 (b), a charter school that does not meet the criteria for either the high or low track shall be considered in the middle track.
- (b) When receiving renewals of charter schools in the middle track, the OCBE shall:
 - (1) Consider all state and local indicator schoolwide for all subgroups;
 - (2) Place greater weight on the measurements of academic performance, as defined by ELA, Math, College/Career, and English Learner Progress.
- (c) OCBE shall renew a charter in the middle track for a period of five (5) years.
- (d) OCBE may only deny renewal of a charter in the middle track if it makes written factual findings of all of the following:
 - (A) The charter school has failed to meet or make sufficient progress towards meeting standards that provide a benefit to the pupils of the school; and

(B) Closure of the school is in the best interests of pupils; and

(C) The decision to non-renew provided greater weight to performance on measurements of academic performance.

(e) Charter schools in the middle track have the option of submitting verified data to OCBE, but are not required to. If the charter school submits data that meets the criteria for verified data outlined in Education Code section 47607.2 (c), OCBE shall consider it as part of its renewal determination.

~~Legal Authority: Education Code sections 35160, 35160.2, 47600 *et seq.*; 5 California Code of Regulations section 11960 *et seq.*~~

Item: Board Recommendations #13

February 1, 2023

☒ Mailed ☐ Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 1, 2023

TO: Nina Boyd, Deputy Superintendent

FROM: Jorge Valdes, Esq., Trustee, Area 1

SUBJECT: Proposed Board Policy Revisions Regarding Parental Rights

RECOMMENDATION:

Board Action - Proposed Board Policy Revisions Regarding Parental Rights

BOARD POLICY-PARENTS RIGHTS

The Orange County Board of Education recognizes that parents/guardians are their children's first and most influential teachers and that active parent involvement in the education of their children contributes greatly to student achievement and a positive school environment.

20 USC 6318 mandates that each district receiving federal Title I, Part A, funds to have a written parent involvement policy developed jointly with and agreed upon by parents/guardians of participating students.

California Education Code 51101 mandates districts to adopt a policy on parent involvement applicable to each school that does not receive Title I funds.

The Board supports the important public policy interests underlying these laws, and it affirms the following as its official policy and position with respect to parent/guardian rights in public education:

PARENTS BILL OF RIGHTS

Parents/guardians ~~shall~~should have the right to access, participate in, and be notified regarding all aspects of their children's educational program. These rights include, but are not limited to:

1. Curriculum/Classwork/Displays

- to receive all information on a school's comprehensive program offerings, including support and alternative programs;
- to inspect and have access to all tests and instructional materials given to their children;
- to inspect and have access to all classroom displays and extra credit assignments that may or may not be considered part of their children's formal course curricula;
- to observe and have access to all instructional activity in a class or course in which their children are enrolled and present;
- to provide recommendations to the ~~Orange County Superintendent Local School District~~ superintendent of Schools and the ~~Orange County Board of Local Board of Education~~ Orange County Board of Education on all school curricula including core and ancillary supporting materials, and to have those recommendations heard and considered;
- to be able to opt out of classroom assignments, core curricula, and ancillary supporting materials that the parent deems inappropriate for their children BEFORE it is presented to children;

2. Student Health and Psychological well being

- to be notified if an injury, threat, or condition exists that may affect their children's health and/or safety such as or including privacy and safety in restrooms or similar spaces on campus, bullying, and threats of violence;
- to be notified of their children's preferred use of gender pronouns;
- to be notified that their children are seeking psychological counseling by school personnel and informed of the content of the counseling such as and including gender affirming therapies, and any mandated health, cognitive, and/or language screening examinations;

3. School Access

- to feel welcomed, respected, and supported in their school communities;
- to be treated with courtesy and respect by all school personnel, and to be accorded all rights without regard to race, color, creed, religion, national origin, sex, gender, age ethnicity alienage/citizenship status, marital status, partnership status, sexual orientation, gender identity or disability;
- to participate in regular written or verbal communications with teachers and other school staff and to share and discuss issues or concerns regarding their child's academic, social and behavioral progress, and the school's activities, programs, operations, resource allocation, and policies;
- to meet with their children's teachers and principal in accordance with established procedures; to participate in meaningful and productive parent-teacher conferences to discuss their children's progress in school and have access to other school staff, as appropriate, throughout the school year to discuss successes as well as concerns and challenges;
- to be informed on a regular basis, both informally and through formal progress reports, of their children's academic, developmental, and behavioral progress in school.

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Darou Sisavath, Board Recording Clerk
SUBJECT: Board Memberships for California County Boards of Education (CCBE) –
2022-2023

California School Boards Association	
California County Boards of Education	\$6,600.00

RECOMMENDATION:

Approve disbursement of funds for Orange County Board of Education professional organizations membership for CCBE dues for 2022-23 fiscal year.

NB:ds



ORANGE COUNTY DEPARTMENT OF EDUCATION

BOARD AGENDA ITEM

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Darou Sisavath, Board Recording Clerk
SUBJECT: Board Travel

Permission is hereby requested for Board Members to attend the following meeting.

(CCBE) California County Boards of Education Governance Training
Sacramento, CA

Registration, Airfare, Taxi, Shuttle, Parking, Mileage, Lodging and Meals - **\$2,500.00
per Board Member**

RECOMMENDATION:

Approve travel for Board Member attendance at the CCBE Governance training.

NB:ds

**All travel must be in accordance with OCDE's Policy and Procedures Manual,
Business Services, Section III.**

YDB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Renee Hendrick, Associate Superintendent
SUBJECT: Rancho Sonado Budget Projection

BACKGROUND:

As we have discussed with the OCBE on various occasions, we completed a Request for Proposal for an architectural firm to start the rebuilding process for the Inside the Outdoors project. Visioneering Studios was the chosen architecture firm and they held study sessions that included staff and community members to start the initial design. We have asked for a design that could be built in phases so that we could share with our community partners if we wanted to seek donations. We are estimating that the initial project to get the program up and running will cost at least \$10 million dollars, but development costs and safety requirements could easily push that to \$15 million. We are asking for the Board to approve expenditures up to \$15 million for this current year. The funding will come from insurance proceeds, reserves from Redevelopment funds and possibly applicable one-time COVID relief funds.

RECOMMENDATION:

Approve expenditures for real property Rancho Sonado up to \$15 million dollars for the 2022-23 year.

RH:sh

DB

ORANGE COUNTY BOARD OF EDUCATION
BOARD AGENDA ITEM

DATE: February 1, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Renee Hendrick, Associate Superintendent
SUBJECT: Authorized Representative

BACKGROUND:

The Rancho Sonado Project will require collaboration with multiple entities (The County of Orange, Orange County Fire Authority) in addition to public works bidding for multiple services to complete the project.

We request the Orange County Board of Education to designate Renee Hendrick to file applications and documents related to new construction and modernization projects as "Authorized Representative" and to be given the signing authority on required documents for the Orange County Department of Education for the Rancho Sonado Project.

RECOMMENDATION:

Authorize Renee Hendrick to file applications and documents with county and local agencies as the "Authorized Representative" as the signing authority on required documents on behalf of the Orange County Department of Education.

RH:sh