

REGULAR MEETING

May 3, 2023

3:00 p.m.

Location: The public meeting will be conducted onsite with limited seating at 200 Kalmus Drive, Costa Mesa, CA 92626, via YouTube live stream-<https://youtube.com/live/CpqlEnm9Wck?feature=share> and an alternate location at Residence Inn Sacramento Downtown at Capitol Park, Room 219, 1121 15th Street, Sacramento, CA 95814.

MB

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 May 3, 2023 – Adoption

(*) MINUTES

Regular Meeting of April 12, 2023 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

1. Inter-district Appeal Hearing (closed) – 05032023001I– Tustin Unified School District to Newport-Mesa Unified School District.
2. Inter-district Appeal Hearing (closed) – 05032023002I– Laguna Beach Unified School District to Newport-Mesa Unified School District.
3. Inter-district Appeal Hearing (closed) – 05032023003I– Orange Unified School District to Anaheim Elementary School District.

CLOSED SESSION 1

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

CLOSED SESSION 2

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. OC Superintendent of Schools, Al Mijares, and State Superintendent of Public Instruction, Tony Thurmond Case No 30-2019-01112665-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

CLOSED SESSION 3

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

CLOSED SESSION 4

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

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

Sunburst Youth Academy Color Guard Presentation of Flags

SPECIAL PRESENTATION

4. Special Awards Presentation –Presentation of awards to the Ninth Annual Jack R. Hammett Memorial Day Essay and Art Contest participants and winners.
 - James Grimm, Vice President, The Freedom Committee of Orange County – Jack Hammett Bio and introduction of Veterans
 - Ramon Miramontes, Ed.D. – Introductions and Program Overview

Essay Winners:

 - Sheyla – 1st Place Winner
 - Jared - 2nd Place Winner
 - Christopher – 3rd Place Winner

Art Category Winners:

 - Hank – 1st Place Winner
 - Julius and Stacy – 2nd Place Winners
 - Andrew – 3rd Place Winner

INTRODUCTIONS

PUBLIC COMMENTS

(30 minutes)

CONSENT CALENDAR

- (*) 5. Adopt Resolution #08-23 to recognize May 29, 2023 as Memorial Day.

- (*) 6. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (*) 7. Accept the 3rd Quarter Report on Williams Uniform Complaints for Orange County Department of Education Student Programs for the period of January 1 to March 31, 2023.
- (*) 8. Adopt the annual updated Orange Department of Education Investment Policy.
- (*) 9. Approve invoice #3262684 in the amount of \$47,218.60 for Haight, Brown & Bonesteel LLP.
- (*) 10. Approval of 2023-2024 contract renewal with lobbyist Sheehy Strategy Group.
- (*) 11. Approval of a proclamation declaring September 9, 2023 as Massoud Day. (Williams)

CHARTER SCHOOLS

- 12. Charter submissions

TIME CERTAIN

- 13. Public Hearing – Renee Hendrick, Associate Superintendent, Division of Administrative Services, will conduct a public hearing on CSEA’s Initial Proposal to Superintendent.
- 14. Public Hearing – Renee Hendrick, Associate Superintendent, Division of Administrative Services, will conduct a public hearing on Superintendent’s Initial Proposal to CSEA.

BOARD RECOMMENDATIONS

- (*) 15. Board discussion and action on SB 292. (Shaw)

STAFF RECOMMENDATIONS

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

ANNOUNCEMENTS

- Superintendent
- Deputy Superintendent

LEGISLATIVE UPDATES

COMMITTEE REPORT

BOARD MEMBER COMMENTS

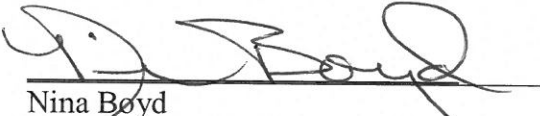
LOCATION INFORMATION

Primary Location:
OCDE Board Room
200 Kalmus Drive
Costa Mesa, CA 92626

Alternative Location: Trustee Shaw will participate from the alternate location.
Residence Inn Sacramento Downtown at Capitol Park
Room 219
1121 15th Street
Sacramento, CA 95814

PUBLIC COMMENTS

ADJOURNMENT



Nina Boyd
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, June 7, 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
April 12, 2023

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 3:02 p.m., April 12, 2023 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

ROLL CALL

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

AGENDA

Motion by Williams, seconded by Shaw, and carried by a vote of 5-0 to approve the agenda of the Regular meeting of April 12, 2023.

MINUTES

Motion by Williams, seconded by Barke, and carried by a vote 5-0 to approve the minutes of the Regular meeting of March 1, 2023.

PUBLIC COMMENTS (related to Closed Session) - None

The Board took a recess from 3:03 p.m. to 5:10 p.m. to go into Closed Session.

TIME CERTAIN

1. Inter-district Appeal Hearing (closed) – Student #04122023001I– La Habra City School District to Fullerton School District.

Motion by Barke, seconded by Valdes, and carried by a vote of 5-0 to approve the appeal and allow the student to attend the Fullerton School District for the period of one academic year (2023-2024).

Spencer Gooch, Manager, Educational Services facilitated the hearing.

2. Expulsion Appeal Hearing (closed) – Student #04122023002E– Fullerton Joint Union High School District.

Trustee Shaw recused himself from the expulsion hearing.

Motion by Valdes, seconded by Barke to approve the appeal and reverse the decision of the Fullerton Joint Union High School District. The motion failed by a vote of 2-2 (Valdes and Barke voted Yes; Williams and Sparks voted No). The appeal was not approved.

Spencer Gooch, Manager, Educational Services facilitated the hearing.

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

Robert Hammond

PLEDGE OF ALLEGIANCE

Trustee Tim Shaw

TIME CERTAIN

3. Budget Study Session- Renee Hendrick, Associate Superintendent,
Administrative Services conducted the budget study session.

INTRODUCTIONS

Dr. Ramon Miramontes, Deputy Superintendent, Instructional Programs

PUBLIC COMMENTS

- Lynne
- Rudy
- Charlotte
- Michelle
- Elaine
- Katie
- Dianne
- Charlotte
- Isabella
- Khloe
- Gloria
- Kelly

CONSENT CALENDAR

Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to approve Consent Calendar items #4, #5, #6, #7, and #8.

4. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
5. Adopt Resolution #06-23 to recognize May 2, 2023 as California Day of the Teacher.
6. Adopt Resolution #07-23 to recognize May 21-27, 2023 as Classified School Employee Week.
7. Approve invoice #9973 in the amount of \$3,374.34, #10067 in the amount of \$1,448.75, #10092 in the amount of \$5,206.00, and #10115 in the amount of \$4,465.25 for the Law Offices of Margaret A. Chidester & Associates.
8. Approve invoice #3262027 in the amount of \$60,075.68 for Haight, Brown & Bonesteel LLP.

CHARTER SCHOOLS

9. Charter submissions – None
10. Charter School Public Hearing – Vista Heritage Global Academy – Material Revisions
Teresa Johnson, Administrator, Charter Schools, facilitated the public hearing.
 - Dr. Collin Felch, Assistant Superintendent of Vista Charter Public Schools
 - Roxanne Alessandro, Principal
 - Karen Amaya, Assistant Principal

Comments

Deputy Superintendent Nina Body noted clerical errors on items #11 and #12. The backup information for item #11 should be for item #12, and vice versa.

BOARD RECOMMENDATIONS

11. Motion by Williams, seconded by Shaw, and carried by a vote of 5-0 to approve Board President Sparks travel to Washington DC for lobbying, scheduled for April 23 - April 27, 2023.

PUBLIC COMMENTS (Item #12)

- Stephanie
 - Uyen
 - Robert
 - Carla
 - Linda
12. Motion by Shaw, second by Barke, and carried by a vote of 5-0 to approve the Board's support of AB 1314.

PUBLIC COMMENTS (Item #13)

- Sara
- Mary
- Sharon
- Gabriela
- Diane
- Dawn
- Donna
- Chelsea
- Lorrie
- Ashley
- Craig
- Patty
- Kelly
- Joette
- Jesse
- Maria
- Rosa
- Laura
- Lucy

The Board took a recess from 7:23 p.m. to 7:32 p.m.

13. Board Update and Presentation- Update on WSCC Student Mental Health Services-PRA Emails from NMUSD (video submitted by Trustee Williams.)

INFORMATION ITEMS

BOARD MEMBER COMMENTS

- Trustee Barke – CCBE conference and CCSA conference
- Trustee Valdes – OCSA

ANNOUNCEMENTS

Deputy Superintendent

- Next regular board meeting is on May 3, 2023; submission deadline is April 19th.
- Memorial Day Essay contest at the May board meeting
- OCDE At A Glance

LEGISLATIVE UPDATES

- Greg Rolen, Board Legal Counsel and Elaine Temple of David Turch and Associates

BOARD MEMBER COMMENTS

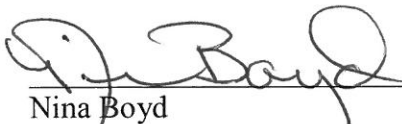
- Trustee Shaw – May board meeting

Report Out

Mr. Brenner reported, for Closed Sessions 1 through 6, the Board had a discussion with counsel, no action was taken. For Closed Sessions 2 through 4, the Board approved Epstein, Becker, Green's invoices #1112137, #1112138, #1112139, #1115227, and #1115228 by a vote of 5-0.

ADJOURNMENT

On a motion duly made, and seconded, the board meeting of April 12, 2023 adjourned at 8:32 p.m.


Nina Boyd
Assistant Secretary, Board of Education

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

Next Regular Board Meeting: Wednesday, May 3, 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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Item: Consent Calendar #5

May 3, 2023

☒ Mailed ☐ Distributed at meeting

4B

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 3, 2023

TO: Nina Boyd, Deputy Superintendent

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

SUBJECT: Resolution #08-23
Recognize May 29, 2023 as Memorial Day

RECOMMENDATION:

Adopt Resolution #08-23 to recognize May 29, 2023 as Memorial Day.

ORANGE COUNTY BOARD OF EDUCATION
Resolution Honoring MEMORIAL DAY - May 29, 2023

WHEREAS, the U.S. Congress, by a Joint Resolution, approved May 11, 1950, as amended (36 U.S.C. 116), requests the President of the United States to issue a proclamation calling on the people of this country to observe each Memorial Day as a day of prayer for permanent peace, and designating a period on that day when the people of the United States may unite in prayer. The Congress, by Public Law 106-579, has designated 3:00 p.m. local time on that day as a time for all Americans to observe, in their own way, the National Moment of Remembrance; and

WHEREAS, the California Constitution affirms in Article IX, Section 1, "A general diffusion of knowledge and intelligence being essential to the preservation of the rights and liberties of the people, the Legislature shall encourage by all suitable means the promotion of intellectual, scientific, moral, and agricultural improvement"; and

WHEREAS, school boards, educators, teachers, school administrators and staff play a significant role in the education of our children; and

WHEREAS, Memorial Day is a national celebration whereby students, parents, veterans service organizations, and elected officials celebrate with patriotic and memorial ceremonies at monuments, civic centers, parks, schools, and cemeteries in Orange County and throughout this great nation; and

WHEREAS, since our Nation's founding, America's sons and daughters have given their lives in service to our country, from Concord and Gettysburg, to Marne and Normandy, from Inchon and Khe Sanh, to Baghdad and Kandahar; and they laid down their lives as the greatest sacrifice for a cause greater than themselves; and

WHEREAS, the instruction and inculcation of American history and the knowledge of military veterans fighting for American liberties and freedoms, is an essential component of our American education process because it passes this remembrance and knowledge unto subsequent generations of American children in our schools; and

WHEREAS, we honor the service and sacrifice of our disabled veterans, prisoners of war, those Americans missing in action who should never be forgotten. As educators and leaders in education in Orange County we acknowledge the sacrifice and sorrow of parents who lost sons or daughters, spouses, and children due to the war and terrorism; and

WHEREAS, citizens and their elected government should encourage educating America's children in our schools about American patriotism and the relevance of Memorial Day by having the opportunity of participating in a symbolic act to respectfully honor the memory and actions of America's heroes, and

WHEREAS, on May 30th of this year our students, parents, and citizens will recognize Memorial Day by honoring over one million American men and women who gave their lives in service to our country in defense of our treasurable freedoms.

NOW, THEREFORE, be it resolved that the Governing Board of the Orange County Department of Education recognizes May 29th, 2023, as Memorial Day and expresses its support of this moment in the Month of May. We likewise encourage our students to participate in Memorial Day events and learn more of American history.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, **Lisa Sparks, Ph.D.**, President, Board of Education of Orange County, California hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3rd day of May 2023.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of May 2023.

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

9/5B

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 3, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Vern Burton, Assistant Superintendent, Alternative Education
SUBJECT: Granting of Diplomas

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

RECOMMENDATION:

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

Vern Burton, Assistant Superintendent

VB:sl

Pages 13-14 removed (CONFIDENTIAL STUDENT INFORMATION)

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 3, 2023

TO: Nina Boyd, Deputy Superintendent of Operations

FROM: Ramon Miramontes, Ed.D., Deputy Superintendent of Educational Services

SUBJECT: Acceptance of 3rd Quarter Report on Williams Uniform Complaints for the Period of January 1 to March 31, 2023 for Orange County Department of Education Student Programs

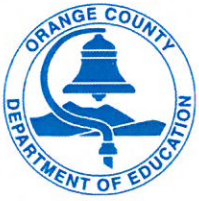
California Education Code section 35186(d) requires that school districts and county operated programs report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

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 January 1 to March 31, 2023.

RECOMMENDATION:

Accept the 3rd Quarter Report on Williams Uniform Complaints for Orange County Department of Education Student Programs for the period of January 1 to March 31, 2023.

RH:ag



Orange County Department of Education
Educational Services Division

Williams Settlement Legislation
Third Quarter Report on Williams Uniform Complaints
January 1 – March 31, 2023

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		



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 3, 2023
TO: Nina Boyd, Deputy Superintendent
FROM: Dean West, CPA, Associate Superintendent, Business Services
SUBJECT: Orange County Department of Education Investment Policy

In accordance with Government Code Section 53646, government agencies may annually render an investment policy to be considered at a public meeting. This policy is for the investment of funds held by the Orange County Department of Education (the "Department") and also governs the issuance of debt by the Department. The policy is based upon federal, state, and local laws, and prudent money management practices. The only changes from the previous policy are the date of the Board meeting on the cover and the date in Section VIII. The primary goals of this policy are:

- To assure compliance with all federal, state, and local laws governing the investment of monies and the issuance of debt;
- To protect the principal deposits of the Department; and
- To generate investment income within the parameters of this policy.

RECOMMENDATION:

Adopt the annual updated Orange County Department of Education Investment Policy.

DW: ts

ORANGE COUNTY

DEPARTMENT OF EDUCATION

INVESTMENT POLICY

MAY 3, 2023

ORANGE COUNTY DEPARTMENT OF EDUCATION

INVESTMENT POLICY

I. PURPOSE:

To establish a policy for investment of funds held by the Orange County Department of Education (the "Department"). The policy also governs the issuance of debt by the Department. This policy is based upon federal, state, and local laws, and prudent money management practices. To the extent that this policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this policy are:

- To assure compliance with all federal, state and local laws governing the investment of monies and the issuance of debt;
- To protect the principal deposits of the Department; and
- To generate investment income within the parameters of this policy.

II. POLICY:

The Department's primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the Department. The investment factors the Department shall consider, in order of descending importance, are the following:

- Safety of invested funds;
- Sufficient liquidity to meet future cash flow requirements; and
- Attain maximum yield consistent with the aforementioned requirements.

In addition, the Department shall adopt measures as set forth herein to ensure that the issuance of debt by the Department complies with all applicable state and federal laws, including federal and state securities laws.

The County Superintendent of Schools ("County Superintendent"), or his designee, under the direction of the Board of Education, shall have the responsibility for all decisions and activities performed under the Department's investment policy. The County Superintendent shall have the ability to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio and to implement this investment policy.

III. LEGAL CONSTRAINTS:

Pursuant to California Education Code Section 41001, the Department shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper fund of the Department, except as otherwise provided herein. Pursuant to California Education Section 41015, the Department may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for the immediate necessities of the Department in any of the investments specified in California Government Code Sections 16430 or 53601. Special Reserve Funds are defined as those funds which the Board of Education has designated for capital outlay or other purposes where an accumulation over a period of fiscal years is desired.

IV. AUTHORIZED INVESTMENTS:

The Department shall make investments in the context of the "Prudent Investor Rule" (Probate Code Section 16045 et seq.), which in substance states that:

Investment shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The Department shall deposit all funds received or corrected from any source into the Orange County Treasury, except as provided for through the California Education Code. Those funds maintained in a Special Reserve Fund or any surplus funds not required for the immediate necessities of the Department shall be available for investment ("funds available for investment") under the conditions set forth in the policy.

1. The Orange County Investment Pool(s) established by the Orange County Treasurer for the benefit of local agencies and/or schools. The Department may invest up to one-hundred percent (100%) of its funds available for investment in the Orange County Investment Pool(s).
2. The Local Agency Investment Fund (LAIF) established by the California State Treasurer for the benefit of local agencies. The Department may invest up to the current LAIF limit of seventy-five million dollars (\$75,000,000) of its funds available for investment in the Local Agency Investment Fund.

3. To the extent that the Department directs the investment of its funds to specific securities, those securities shall be limited to the securities identified in California Government Code Section 53601. However, the Department will not, under any circumstances, direct the investment of its funds to reverse repurchase agreements unless such transactions are matched to maturity.

Monies received from the sources, or for the purposes, listed below may be deposited in a bank or other financial institution. Monies so deposited shall be in a fully-insured or collateralized account(s) or instruments(s). Bank accounts maintained outside the County Treasury shall be limited to the following purposes:

- (a) Cash Clearing Account
Purpose: To deposit accounts receivable checks then write check to County Superintendent once checks have cleared.
- (b) Revolving Cash
Purpose: Emergency transactions and accounts payable.
- (c) Payroll Revolving Cash
Purpose: Emergency transactions for payroll.
- (d) County Superintendent of Schools – Golden West Adult Transition Program
Purpose: This account was created to help with a special education program that is funded from the Medi-Cal Health Collaborative.
- (e) TRANS Proceeds
Purpose: In the event that Tax Revenue Anticipation Notes (TRANS) are issued, the proceeds would be deposited into this account.

V. COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS:

The Department will take reasonable steps to ensure that any debt offerings issued by the Department comply fully with all applicable state and federal securities laws. In connection with all debt offerings issued by the Department, the Department will retain bond counsel and disclosure counsel to review the offering materials prepared in connections with the debt offering to ensure that disclosures contained in offering materials comply with federal and state securities laws. The Associate Superintendent for Business shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials.

VI. DEPOSIT OF PROCEEDS FROM THE ISSUANCE OF DEBT:

The Department shall not issue debt, for the sole purpose of generating funds for investment. The Department shall limit the issuance of debt for the purposes of meeting short-term cash flow needs to fund capital projects.

When depositing proceeds from the issuance of debt into the County Treasury, the Department shall limit such investments to those authorized investment identified in this policy. Should a trust agreement of a particular debt issued by the Department be more restrictive than the Department's policy on authorized investments, then the trust agreement will take precedence.

VII. INVESTMENT REVIEW:

The Associate Superintendent for Business will review monthly reports on investment performance, with the objectives of safety, liquidity and yield.

VIII. CHANGES TO INVESTMENT POLICY:

This policy dated May 3, 2023, has been submitted to the Board of Education for review and approval. This policy will be reviewed at least annually to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends. Any proposed amendments to the Investment Policy will require approval by the Board of Education.

IX. FINANCIAL PROFESSIONAL'S COMPLIANCE WITH INVESTMENT POLICY:

All outside investment advisors/managers, attorneys and other financial professionals employed or retained by the Department and/or its representatives, including without limitation financial advisors, underwriters, bond counsel, and disclosure counsel, must review this policy and sign a statement of compliance confirming that they have reviewed this investment policy and will fully comply with these policies. A copy of this Statement of Compliance is attached as Exhibit "A."

EXHIBIT "A"

STATEMENT OF COMPLIANCE WITH INVESTMENT POLICIES

ADOPTED BY THE ORANGE COUNTY DEPARTMENT OF EDUCATION

The undersigned has been retained to perform services for the Orange County Department of Education. The undersigned has been provided with a copy of the Orange County Department of Education Investment Policies and has reviewed the Investment Policy thoroughly. In providing services to the Department, the undersigned agrees to comply fully with all of the policies and procedures set forth in the Investment Policies.

Date: _____

BY: _____

Item: Consent Calendar #9

May 3, 2023

☒ Mailed ☐ Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 3, 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 #3262684 in the amount of \$47,218.60 for Haight, Brown & Bonesteel LLP.

Haight

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.: 3262684
Client/Matter: OC18-0000004
Billing Atty: ROLEN, GREGORY J.
April 18, 2023

Account Statement

Invoice Number	Invoice Date	Matter Number	Billing Attorney	Invoice Amount	Balance Due
3262027	03/13/2023	0000004	01123	\$60,075.68	\$60,075.68
Total Outstanding Balance					\$60,075.68
Total Amount Due on this Invoice					\$47,218.60
Total Balance Now Due					\$107,294.28

Aging of Past Due Amounts

0-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 120 Days	Total Past Due
\$0.00	\$60,075.68	\$0.00	\$0.00	\$0.00	\$60,075.68

Haight Brown & Bonesteel LLP

213.542.8000

Invoice No: 3262684

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004

General Counsel to the OCBE

Page 2

PROFESSIONAL SERVICES RENDERED through 03/31/2023

Date	Description	Attorney	Hours
03/01/2023		GJR	4.40
03/01/2023		GJR	4.50
03/02/2023		GJR	0.50
03/02/2023		GJR	0.50
03/02/2023		GJR	0.40
03/02/2023		GJR	2.30
03/02/2023		GJR	1.30
03/02/2023		GJR	4.60
03/03/2023		GJR	0.30
03/03/2023		GJR	0.90
03/03/2023		GJR	0.80
03/03/2023		GJR	0.70
03/03/2023		GJR	0.30
03/03/2023		GJR	0.40
03/03/2023		GJR	0.50
03/03/2023		GJR	0.70
03/06/2023		GJR	0.30

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Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004

General Counsel to the OCBE

Page 4

03/10/2023	GJR	5.90
03/10/2023	GJR	0.40
03/13/2023	GJR	4.10
03/14/2023	GJR	0.40
03/14/2023	GJR	0.90
03/14/2023	GJR	0.40
03/14/2023	GJR	0.30
03/14/2023	DAV	0.30
03/14/2023	DAV	3.40
03/15/2023	GJR	0.40
03/16/2023	GJR	0.50
03/16/2023	GJR	2.60
03/16/2023	GJR	0.50
03/16/2023	DAV	0.90
03/16/2023	DAV	1.10
03/16/2023	DAV	0.40
03/17/2023	GJR	4.80
03/17/2023	GJR	0.30
03/20/2023	GJR	1.20
03/20/2023	GJR	1.10

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General Counsel to the OCBE

Page 6

03/23/2023	DAV	1.30
03/23/2023	DAV	0.30
03/24/2023	GJR	0.70
03/24/2023	GJR	0.90
03/24/2023	GJR	0.50
03/24/2023	GJR	0.50
03/24/2023	DAV	0.40
03/24/2023	DAV	0.30
03/27/2023	GJR	0.60
03/27/2023	GJR	0.30
03/27/2023	GJR	0.30
03/27/2023	GJR	0.20
03/27/2023	GJR	0.70
03/28/2023	GJR	1.10

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Invoice No: 3262684

Re: ORANGE COUNTY BOARD OF EDUCATION

OC18-0000004

General Counsel to the OCBE

Page 8

Total Hours	104.80
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Total Fees This Invoice	\$41,920.00
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Haight Brown & Bonesteel LLP

213.542.8000

Invoice No: 3262684

Re: ORANGE COUNTY BOARD OF EDUCATION

OC18-0000004

General Counsel to the OCBE

Page 10

Mileage

02/10/2023	92.49
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03/01/2023	36.68
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Total for Mileage	129.17
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Online Research

03/31/2023	4.90
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Total for Online Research	4.90
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Out-of-Town Travel

03/02/2023	629.96
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03/02/2023	269.29
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03/02/2023	703.36
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03/31/2023	638.96
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03/31/2023	316.96
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Total for Out-of-Town Travel	2,558.53
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Meals

03/02/2023	31.00
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Total for Meals	31.00
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Experts

03/10/2023	2,000.00
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03/14/2023	520.00
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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

Haight

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

Remit To:

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

Invoice No.: 3262684

Client/Matter: OC18-0000004

Billing Atty: GREGORY J. ROLEN

April 18, 2023

PROFESSIONAL SERVICES RENDERED through March 31, 2023

Total Fees This Invoice	\$ 41,920.00
Total Costs Advanced This Invoice	\$ 5,298.60
Total Fees and Costs This Invoice	\$ <u>47,218.60</u>
Balance Forward	\$ 60,075.68
Total Due Upon Receipt	\$ <u>107,294.28</u>

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE

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

NR

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 3, 2023

TO: Nina Boyd, Deputy Superintendent

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

SUBJECT: Sheehy Strategy Group 2023-2024 Contract Renewal

RECOMMENDATION:

Approval of 2023-2024 contract renewal with lobbyist Sheehy Strategy Group.

Tom Sheehy
(916) 213-8998
Tom@sheehystrategygroup.com



SHEEHY STRATEGY GROUP

April 22, 2023

Mr. Greg Rolen, Counsel
505 Sansome Street Suite #1701
San Francisco, CA 94111

Re: California Consulting and Lobbying Agreement – 2023 Addendum

Dear Greg:

Thank you for engaging Sheehy Strategy Group to represent the Orange County Board of Education (Board) to perform certain government affairs, consulting, and lobbying services.

We appreciate this further opportunity to be of service to the Board and to build on the success we have had. Should the Board desire to move forward with this revised agreement, we agree that, rather than our entering into a separate new agreement for this matter, the terms of our September 7th, 2022, engagement (copy attached) will also apply to this matter, except for the following changes:

- 1) **Term** Extend the ending date of the agreement from June 30th, 2023, to June 30th, 2024, except if termination clause is executed pursuant to section 9) Termination.

If the Board agrees with this addendum, please have President Dr. Lisa Sparks sign and return .PDF to me.

Sincerely,

Sheehy Strategy Group

A handwritten signature in black ink, appearing to read "Tom Sheehy", written over a horizontal line.

Tom Sheehy, Principal

Date: 4-22-23

AGREED AND CONFIRMED:

Orange County Board of Education

Lisa Sparks, Ph.D., President

Date: _____



SHEEHY STRATEGY GROUP

CONSULTING AND LOBBYING AGREEMENT

This Consulting and Lobbying Agreement (the "Agreement") is made and entered into as of September 7th, 2022, by and between Sheehy Strategy Group "SSG" and the Orange County Board of Education "Client". SSG and Client are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

- A. Client wishes to engage SSG to perform certain government affairs consulting and lobbying services in accordance with the terms of this Agreement; and
- B. SSG wishes to perform such services for Client in accordance with the terms of this Agreement.

AGREEMENT

In furtherance of the foregoing, and in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

- 1) **Term.** The term of this Agreement (the "Term") shall commence on September 7th, 2022, the Effective Date and shall end on June 30th, 2023, unless this Agreement is terminated earlier pursuant to the section entitled "Termination" or extended pursuant to a written amendment.
- 2) **Scope of Work.** Consultant agrees to perform the services ("Services") set forth in Exhibit A hereto, which is incorporated herein by reference.
- 3) **Compensation.** In exchange for the Services, Client agrees to pay SSG the following amounts (the "Compensation") no later than the twenty fifth (25th) day of each month:
 - a) For the period of September 1st, 2022, through June 30th, 2023, Client agrees to pay SSG a retainer of \$9,000 per month.
 - b) At the conclusion of this contract work, Client and SSG may extend the terms of this agreement by a written amendment agreed to by both parties.
- 4) **Reimbursement of Expenses.** In addition to the Compensation, Client agrees to reimburse Consultant for expenses and costs incurred while performing the Services subject to the prior, written consent of Client.
- 5) **Limitation of Liability.** Client shall not be liable to consultant for any incidental, indirect, special, or consequential damages of any kind arising out of this Agreement or the relationship between Consultant and Client, including without limitation, loss, or profit.

- 6) **Independent Contractor.** Consultant will always be an independent contractor to Client. The way Consultant shall render services to Client will be within Consultant's sole control and discretion, subject to the terms of this Agreement. Nothing herein or done in furtherance of this Agreement shall cause either Party to be the employee or agent of the other Party for any purpose whatsoever. As a consultant, SSG will not be included in or be a part of any of Client's employee health and benefits plans, nor will he/she be covered by Client's professional liability coverage. Professional liability insurance is the sole responsibility of consultant.
- 7) **Taxes.** Client shall not be responsible for paying any taxes on Consultant's behalf.
- 8) **Responsibilities of Client.** Client shall provide all information reasonably necessary by Consultant in performing the services provided herein.
- 9) **Termination.** Either Party may terminate this Agreement at any time for cause with thirty (30) days written notice to the other Party to the address set forth in the section entitled "Notices."
- 10) **Notices.** All notices and other communications required to be given pursuant to this Agreement shall be in writing and address to the relevant Party at the address set forth below or such other address as a Party may later specify in writing. Any such communication shall be deemed received (a) upon hand delivery or (b) when delivered with receipt by an expedited courier service.
- Sheehy Strategy Group
1017 L Street, #771
Sacramento, CA 95814
- With electronic copy to: Tom@sheehystrategygroup.com
- Mr. Greg Rolen, Counsel
505 Sansome Street Suite #1701
San Francisco, CA 94111
- With electronic copy to: Grolen@HBB LAW.com
- 11) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any controversy, dispute, or claim arising out of or relating to this Agreement, or the interpretation, enforceability, or validity of this Agreement, including the scope or applicability of this Agreement, which cannot be resolved informally shall be resolved in a court of competent jurisdiction in Sacramento County, California.
- 12) **Compliance with Laws.** Each Party agrees that it will comply with all applicable laws and regulations in its performance of this Agreement.
- 13) **Amendments and Waivers.** Except as otherwise provided, any waiver or amendment of the provisions of this Agreement shall be in a writing and signed by both Parties to be effective. For the avoidance of doubt, no delay or omission by either Party in exercising any right under this Agreement impairs or will be construed to be a waiver of any such right.

14) **Assignment.** A Party shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, no assignment by Client to any person shall be valid unless the assignee assumes all the obligations of Client under this Agreement.

15) **Severability.** Each provision of this Agreement is severable, and the invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which remains in full force and effect.

16) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous and contemporaneous agreements, negotiations, and communications, written or oral, with respect to such subject matter. In entering into this Agreement, neither Party has relied upon any statement, representation, promise, or assurance of the other Party except as expressly stated herein.

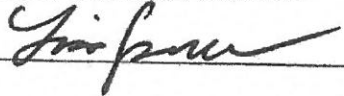
17) **Authority.** Upon execution of this Agreement and any amendment hereto, each Party represents and warrants to the other on its own behalf that (i) it has the power and authority to grant the rights and perform the obligations set forth in this Agreement; (ii) the execution of this Agreement by the person representing it is sufficient to render the Agreement binding upon such Party; (iii) this Agreement will be a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) the performance of its obligations under this Agreement does not violate applicable law or breach any other agreement to which such Party is bound.

18) **Counterparts.** Each Party may execute this Agreement in counterpart. Each executed counterpart is deemed an original, and all original counterparts together constitute the same instrument. Signatures of the parties transmitted in electronic format are original signatures for all purposes.

This Agreement is effective as of the Effective Date.

Orange County Board of Education

Signature: _____



Name: Lisa Sparks, Ph.D.

Title: President

Date: _____

9-7-22

Sheehy Strategy Group

Signature: _____



Name: Tom Sheehy

Title: Principal

Date: _____

8-31-2022

**EXHIBIT A
SCOPE OF WORK**

**Orange County Board of Education (Client)
and Sheehy Strategy Group (SSG)
Scope of Work September 7th, 2022, through June 30th, 2023**

Scope Overview:

SSG will provide legislative monitoring, lobbying and government affairs services along with focused advice and general strategy options relating to the administration of the Orange County Board of Education, state education policy, state budget and related fiscal matters that are of the highest priority to Client.

Working at Client's direction, SSG anticipates services may include:

Government Affairs and Lobbying Services

- Monitor the introduction and progress of legislation that may directly impact Client as well as legislation identified by Client to be a high priority or action item.
- Draft and file letters of support and opposition to appropriate legislative committees and testify in support or opposition on legislation of strategic importance to the Client.
- When Legislature is in session, produce and transmit bi-monthly bill reports that identify which measures may impact, or be of interest to Client. This scope does not include sponsored legislation but could be expanded to do so at the request of Client.
- When Legislature is in session, convene bi-monthly teleconference and make recommendations on support and opposition for legislative bills of high priority.
- Monitor potential regulatory developments at the State Board and Department of Education.
- Maintain Client's presence in the State Capitol by targeting and maintaining contact with key legislators, public officials, and legislative staff including appropriate policy and budget committee members and staff to obtain early warning of evolving issues affecting education policy, budget, and governance.
- Assist Client in the preparation of the required lobbyist employer reports based on SSG records and the information that Client provides.

Item: Consent Calendar #11

May 3, 2023

☒ Mailed ☐ Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 3, 2023

TO: Nina Boyd, Deputy Superintendent

FROM: Ken L. Williams, D.O., Trustee, Area 3

SUBJECT: Proclamation

RECOMMENDATION:

Approval of a proclamation declaring September 9, 2023 as Massoud Day.

ORANGE COUNTY BOARD OF EDUCATION

PROCLAMMATION

WHEREAS, Ahmad Shah Massoud, known as the “Afghan Napoleon” and the “Lion of Panjshir” was a founding father of the resistance against the Soviet invasion in the 1980s and then against the Taliban and al-Qaeda in the 1990s; AND

WHEREAS, Ahmad Shah Massoud, is recognized as a legendary guerilla leader and the anticommunist and antiterrorist resistance leader for his major contributions towards securing an independent Afghanistan; AND

WHEREAS, Ahmad Shah Massoud’s unrivaled devotion to his people and country allow his legacy to live on after he was assassinated by al-Qaeda just two days prior to 9/11; AND

WHEREAS, Ahmad Shah Massoud’s aspiration for a Free Afghanistan that is an ally of the United States of America lives on in the National Resistance Front of Afghanistan now led by his son Commander Ahmad Massoud; AND

WHEREAS, Ahmad Shah Massoud, inspired the formation of VETS4NRF, a Nebraska based non-profit organization which strives to show the gratitude of the Afghan people to the 800,000 American veterans of Operation Enduring Freedom, and continues to improve the relationship between Afghanistan and the United States of America; AND

WHEREAS, Ahmad Shah Massoud, inspired the formation of Massoud Foundation USA that provides meals, water and education to women and children of Afghanistan.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Education declares September 9, 2023 as Massoud Day.

AYES:

NOES:

ABSENT:

ABSTAINED:

**STATE OF CALIFORNIA
COUNTY OF ORANGE**

I, **Lisa Sparks, Ph.D.**, President to the Board of Education of Orange County, California, hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3rd day of May 2023.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of May 2023.

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

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 3, 2023

TO: Nina Boyd, Deputy Superintendent

FROM: Tim Shaw, Board Vice President

SUBJECT: SB 292

RECOMMENDATION:

Board discussion and action on SB 292.



SENATOR SHANNON GROVE SENATE DISTRICT 12

SB 292 and SCA XX (Grove) Money Follows the Child

SUMMARY

Senate Bill 292 and Senate Constitutional Amendment XX are companion measures that establish the California Education Savings Account Act of 2023. This innovative legislation creates an individualized approach to K-12 education by allowing parents to choose what accredited school best suits their child's needs and have the student's share of Proposition 98 funding follow them. Any unused funds can be saved from year-to-year and used to pay for college or vocational training upon graduation from high school.

EXISTING LAW

Existing law establishes a system of elementary and secondary education in California for kindergarten through 12th grade. Currently, California's public schools are funded with local, state and federal dollars which follow the student to the school site through per pupil spending formulas. Students are assigned a local school based on geography, and options are limited in selecting another public school, with charter schools providing only a small number of spots for students seeking an alternative educational opportunity.

PROBLEM

Many parents believe the current system has created an environment where California public schools are failing and that many K-12 students who graduate are not college ready. Despite spending \$1,000 more per student than the national average, California has consistently ranked below the nation in academic achievement among 4th and 8th graders.

Graduation requirements have been weakened, and the state's high school exit exam was eliminated to mask the underperformance of public schools. Big disparities in academic performance exist, especially

among students of color with African American and Latino students performing below the standards for English Language Arts and Mathematics exams.

College graduation rates are significant indicators about future earning power – putting African American and Latino students at a huge long-term disadvantage in earning power and upward economic mobility.

As such, African American and Latino students face higher debt burdens to attend and graduate from college. Of those college students who borrowed money, 90% and 75% of African American and Latino students took on debt while only 66% White students did so.

THE SOLUTION

SB 292 and SCA XX, The Education Savings Account Act of 2023, will introduce more choice into California's school system, giving parents and students more educational options.

These bills will empower students to enroll in schools better suited for their educational needs. If approved, this legislation during the first two years will provide financial support for lower income families as students will have access to a newly created Education Savings Account Trust. In 2026, a child whose parent or guardian makes less than \$100,000 will become eligible and two years thereafter there will be no income limitation on eligibility.

This trust also provides a pathway to higher education by helping students save for college and avoid costly student loan debt, allowing the average student to save from \$24,000 to \$48,000. This is

enough to attend a CSU campus with little or no student loan debt.

Local and federal dollars stay allocated to the public school system so the per pupil spending on those students who choose to remain enrolled in their local assigned public school increases and enables schools to better address the needs of enrolling students. SB 292 and SCA XX puts children's education first.

SPONSOR

California Policy Center

CONTACT:

Taylor Bartucca

Taylor.Bartucca@sen.ca.gov

(916) 651-4012