

RK

REGULAR MEETING

January 10, 2024

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 at https://youtube.com/live/_EHSZqqQR4I?feature=share, and an alternate location at Shangri-La Chiang Mai, 89/8 Chang Klan Road, Chiang Mai 50100 Thailand.

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 January 10, 2024 – Adoption

(*) MINUTES

Regular Meeting of December 6, 2023 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) – Student 01102024001I– Huntington Beach City School District to Newport-Mesa Unified School District.
2. Inter-district Appeal Hearing (Closed) – Student # 01102024002I– Santa Ana Unified School District to Newport-Mesa Unified School District.
3. Inter-district Appeal Hearing (Closed) – Student # 01102024003I– Santa Ana Unified School District to Newport-Mesa Unified School District.

CLOSED SESSION 1

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 2

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Potential litigation pursuant to (d) (4) of Government Code Section 54956.9

CLOSED SESSION 3

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Potential litigation pursuant to (d) (4) of Government Code Section 54956.9

CLOSED SESSION 4

Consultation with Deputy Superintendent of Operations regarding security of public buildings – Government Code section 54957(a)

INVOCATION

5:00 p.m.

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS (30 minutes)

CONSENT CALENDAR

- | | | |
|-----|-----|---|
| (*) | 4. | Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division. |
| (*) | 5. | Approve new Board Meeting dates for July 2024 through June 2025. |
| (*) | 6. | Accept the monetary donation of \$1,500.00 from the Council of Exceptional Children to the Special Education Division and send letter of appreciation to donor. |
| (*) | 7. | Accept the monetary donation of \$6,900.00 from the University High School PTSA for Administrative Unit 4 of Special Education Division and send letter of appreciation to donor. |
| (*) | 8. | Accept the monetary donation of \$5,000 to support the DHH Program. |
| (*) | 9. | Approve invoice #10384 in the amount of \$103.50 for the Law Offices of Margaret A. Chidester & Associates. |
| (*) | 10. | Approve invoice #3270335 in the amount of \$49,680.76 for Haight, Brown & Bonesteel LLP. |
| (*) | 11. | Receive Eide Bailly audit report for the Orange County Department of Education for fiscal year ending June 30, 2023. |

CHARTER SCHOOLS

- | | | |
|-----|-----|---|
| | 12. | Charter submissions |
| (*) | 13. | Board action on changes to the Board's standard agreement for Sycamore Creek Community Charter School II. |

BOARD RECOMMENDATIONS

STAFF RECOMMENDATIONS

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Skyview Update (Valdes)

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

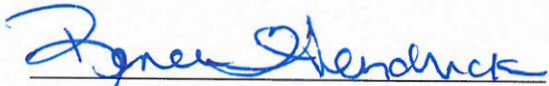
Alternative Location: Trustee Sparks will participate from the alternate location.

Shangri-La Chiang Mai

89/8 Chang Klan Road, Chiang Mai 50100 Thailand

PUBLIC COMMENTS

ADJOURNMENT



Renee Hendrick

Assistant Secretary, Board of Education

The next Regular Board Meeting will be on Wednesday, February 7, 2024 at 5:00 p.m. The meeting will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92626 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

RH

MINUTES
Regular Meeting
December 6, 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 Shaw at 4:02 p.m., December 6, 2023 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream at <https://www.youtube.com/live/bmtwtDPSX2g?si=0V1Uh-8GYtBDXuO>.

ROLL CALL

Present:

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

AGENDA

Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve the agenda of the Regular meeting of December 6, 2023.

MINUTES

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

PUBLIC COMMENTS (related to Closed Session) - None

The Board took a recess from 4:03 p.m. to 5:04 p.m. to go into closed session to conduct Closed Sessions items 1-3.

CLOSED SESSION 1

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 2

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Potential litigation pursuant to (d) (4) of Government Code Section 54956.9

CLOSED SESSION 3

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Potential litigation pursuant to (d) (4) of Government Code Section 54956.9

INVOCATION

Robert Hammond

PLEDGE OF ALLEGIANCE Addie Iverson

SPECIAL PRESENTATION

1. Holiday Musical Presentation - Newport Heights Elementary School Choir, Newport Mesa Unified School District, under the direction of Ms. Jeannine Jones.

INTRODUCTIONS

Renee Hendrick, Deputy Superintendent, introduced three principals.

- Fatimah Judeh, Interim Principal, ACCESS, CCPA
- Aja Cordova-Couso, Principal, ACCESS, Juvenile Court Schools, Area 4B
- Dr. Gilbert E. Sanchez, Principal, ACCESS, Area 2

PUBLIC COMMENTS

- Nancy
- Rudi
- Diane
- Lynne
- Laura

CONSENT CALENDAR

2. Motion by Barke, seconded by Shaw, and carried by a vote of 5-0 to approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
3. Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve invoice #3269335 in the amount of \$45,669.18 for Haight, Brown & Bonesteel LLP.

CHARTER SCHOOLS

4. Charter submissions – None

Trustee Shaw and Trustee Valdes recused themselves from all discussions and actions regarding items #5 and #6. Vice President Sparks took the gavel and conducted the board meeting.

5. Charter School Public Hearing – California Republic Leadership Academy Yorba Linda
Aracely Chastain, Director, Charter Schools Unit, facilitated the public hearing.
 - Gary Davis, California Republic Leadership Academy Yorba Linda

PUBLIC COMMENTS (CRLA-YL Only)

- Javier
 - Yun
6. Motion by Sparks, seconded by Barke to approve Option I for California Republic Leadership Academy Yorba Linda.

The motion was withdrawn by Sparks and Barke after board discussion.

Subsidiary motion by Williams, seconded by Barke, and carried by a vote of 3-0 (Shaw and Valdes Absent-Recused) to approve Option II, Approve with Conditions for California Republic Leadership Academy Yorba Linda.

Board President Shaw and Trustee Valdes returned to the board meeting at 5:59 p.m.

The Board took a recess from 5:59 p.m. to 6:09 p.m.

BOARD RECOMMENDATIONS

7. Motion by Sparks, seconded by Barke, and carried by a vote of 5-0 to approve the Revised Invocation Policy.

STAFF RECOMMENDATIONS

8. Budget Presentation – Dave Giordano, Associate Superintendent, Administrative Services.
9. Motion by Williams, seconded by Shaw, and carried by a vote of 5-0 to approve revision to the annual budget in excess of \$25,000 as per Education Code Section 1280. This revision has been included in the First Interim Report that is certified Positive by the County Superintendent of Schools.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Parent Communication

ANNOUNCEMENTS

Deputy Superintendent Renee Hendrick

- Next Regular board meeting –January 10, 2024; Submission deadline – December 22; Board packet delivery – January 5
- Office closed on December 25, 26 and January 1, 2

Deputy Superintendent Dr. Ramon Miramontes

- Golden Bell- Crisis Response Network (CRN) Acknowledgement
- Teachers of the Year – Gross Foundation Acknowledgement

COMMITTEE REPORT

- Charter Schools Committee - Williams

BOARD MEMBER COMMENTS

- Trustee Barke- Teachers of the Year event
- Trustee Williams- Nina Boyd Acknowledgement
- Trustee Sparks- Nina Boyd Acknowledgement
- Trustee Valdes- Skyview

- Trustee Shaw- Teachers of the Year, Brenner's Statement posting, Constitutional Day

Report Out

Mr. Brenner reported for closed session 1, legal counsel provided an update. No action was taken except to approve the following Epstein, Becker, and Green invoices, 1140646, 1140647, and 1140648, by a vote of 5-0.

Trustee Barke departed the board meeting at 7:11 p.m.


Mr. Rolan reported for closed session 2, the Board approved Nielsen Merksamer invoices 264966 and 266572. For closed session 3, the board had a discussion, no action was taken other than the board provided direction to legal counsel.

PUBLIC COMMENTS

- Patty

ADJOURNMENT

On a motion duly made and seconded, the December 6, 2023, board meeting adjourned at 7:15 p.m.


Renee Hendrick
Assistant Secretary, Board of Education

Tim Shaw
President, Board of Education

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: January 10, 2024
TO: Renee Hendrick, 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.

VB:dc

Pages 9-11 removed (CONFIDENTIAL STUDENT INFORMATION)



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: January 10, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: Darou Sisavath, Recording Clerk
SUBJECT: 2024-2025 Board Meeting Dates

The Orange County Board of Education regular board meetings are held on the first Wednesday of each month. All board meetings listed will begin at 5:00 p.m. unless otherwise noted.

2024-2025 Board Meeting Dates

Wednesday, July 3, 2024
Wednesday, August 7, 2024
Wednesday, September 4, 2024
October 2024 (to be determined)
Wednesday, November 6, 2024
Wednesday, December 4, 2024
Wednesday, January 8, 2025 (second Wednesday)
Wednesday, February 5, 2025
Wednesday, March 5, 2025
Wednesday, April 2, 2025
Wednesday, May 7, 2025
Wednesday, June 4, 2025
Wednesday, June 18, 2025

RECOMMENDATION:

Approve new board meeting dates for July 2024 through June 2025.

Date, time, and location of Board meetings subject to change by Board order

OK

ORANGE COUNTY DEPARTMENT
BOARD AGENDA ITEM

DATE: January 10, 2024

TO: Renee Hendrick, Deputy Superintendent

FROM: Analee Kredel, Chief, Special Education Services

SUBJECT: Acceptance of Donation

CEC (Council of Exceptional Children) Chapter 188 donated Special Education Services Division \$1,500.

RECOMMENDATION:

Accept the monetary donation of \$1,500.00 from the Council of Exceptional Children to the Special Education Division and send letter of appreciation to donor.

**ORANGE COUNTY DEPARTMENT
BOARD AGENDA ITEM**

DATE: January 10, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: Analee Kredel, Chief, Special Education Services
SUBJECT: Acceptance of Donation

The Administrative Unit 4 in Special Education Division has the privilege of being the recipient of a \$6,900.00 donation from the University High School PTSA to support the DHH student trip to Washington DC in the Spring of 2024.

RECOMMENDATION:

Accept the monetary donation of \$6,900.00 from the University High School PTSA for Administrative Unit 4 of Special Education Division and send letter of appreciation to donor.



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

DATE: January 10, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: Analee Kredel, Chief, Special Education Services
SUBJECT: Acceptance of Donation

The Administrative Unit 4 in Special Education Division has the privilege of being the recipient of an anonymous donation of \$5,000 to support the DHH Program

RECOMMENDATION:

Accept the monetary donation of \$5,000 to support the DHH Program.

24

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: January 10, 2024

TO: Renee Hendrick, Deputy Superintendent

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

SUBJECT: Law Offices of Margaret A. Chidester & Associates

RECOMMENDATION:

Approve invoice #10384 in the amount of \$103.50 for the Law Offices of Margaret A. Chidester & Associates.

LAW OFFICES OF
MARGARET A. CHIDESTER & ASSOCIATES
2151 MICHELSON DR, STE 260
IRVINE, CALIFORNIA 92612-1369
(949) 474-5040

December 15, 2023

Orange County Board of Education
200 Kalmus Drive, P.O. Box 9050
Costa Mesa, CA 92628-9050

CONFIDENTIAL
ATTORNEY-CLIENT
PRIVILEGE

Attention: Mr. Tim Shaw
timcshawjr@gmail.com
Dr. Lisa Sparks
lisasparks98@gmail.com

Invoice No. 10384
Federal Tax ID# 33-0216030

Professional Services Rendered During November 2023:

MAC	.3 hrs. at \$345/hr.	\$103.50	<u>\$103.50</u>
	ATTORNEY TIME:		<u>\$103.50</u>
	TOTAL AMOUNT DUE:		<u><u>\$103.50</u></u>



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: January 10, 2024

TO: Renee Hendrick, Deputy Superintendent

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

SUBJECT: Haight, Brown & Bonesteel LLP – Invoice

RECOMMENDATION:

Approve invoice #3270335 in the amount of \$49,680.76 for 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.: 3270335
Client/Matter: OC18-0000004
Billing Atty: ROLEN, GREGORY J.
December 12, 2023

Account Statement

Invoice Number	Invoice Date	Matter Number	Billing Attorney	Invoice Amount	Balance Due
3269335	11/09/2023	0000004	01123	\$45,669.18	\$45,669.18
Total Outstanding Balance					\$45,669.18
Total Amount Due on this Invoice					\$49,680.76
Total Balance Now Due					\$95,349.94

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	\$45,669.18	\$0.00	\$0.00	\$0.00	\$45,669.18



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

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Facsimile: 213.542.8100

Bill Inquiries: 213.542.8074
accountsreceivable@hbblaw.com

Tax ID: 95-1605271

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

Invoice No.: 3270335
Client/Matter: OC18-0000004
Billing Atty: GREGORY J. ROLEN
December 12, 2023

Representing: Orange County Board of Education
Re: ORANGE COUNTY BOARD OF EDUCATION
General Counsel to the OCBE

Total Fees This Invoice	\$42,891.00
Total Costs Advances This Invoice	\$6,789.76
Total Fees and Costs This Invoice	\$ 49,680.76
Balance Carried Forward from Previous Invoice(s)	45,669.18
Total Due Upon Receipt	\$ 95,349.94

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

TERMS: Accounts are due in full Net 30 days. If payment is not received within one month, the unpaid balance will be subject to a FINANCE CHARGE computed by a "Periodic Rate" of 1% per month which is an ANNUAL PERCENTAGE RATE of 12%.

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

Haight Brown & Bonesteel LLP
213.542.8000

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004
General Counsel to the OCBE

Invoice No: 3270335

Page 2

PROFESSIONAL SERVICES RENDERED through 11/30/2023

Date	Description	Attorney	Hours
11/01/2023		GJR	0.50
11/01/2023		GJR	0.30
11/01/2023		GJR	0.30
11/01/2023		GJR	0.80
11/01/2023		GJR	1.90
11/01/2023		GJR	2.90
11/01/2023		CC	0.50
11/01/2023		CC	0.80
11/01/2023		CC	0.40
11/02/2023		GJR	0.50
11/02/2023		GJR	0.60
11/02/2023		GJR	4.80
11/03/2023		GJR	0.90
11/03/2023		GJR	0.90
11/03/2023		GJR	0.80
11/03/2023		GJR	1.50
11/03/2023		CA	0.10

Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3270335

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004
General Counsel to the OCBE

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11/03/2023	CC	0.50
11/03/2023	CC	0.10
11/03/2023	CC	0.80
11/06/2023	GJR	0.30
11/06/2023	GJR	0.90
11/06/2023	CC	0.10
11/06/2023	CC	0.30
11/07/2023	GJR	3.80
11/07/2023	CC	0.90
11/07/2023	CC	0.10
11/08/2023	GJR	1.60
11/08/2023	GJR	2.80
11/08/2023	GJR	1.40
11/09/2023	GJR	0.90
11/09/2023	GJR	0.80
11/09/2023	GJR	0.40
11/09/2023	GJR	4.20

Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3270335

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004

General Counsel to the OCBE

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11/09/2023	DAV	0.70
11/09/2023	CC	0.40
11/10/2023	GJR	0.90
11/13/2023	GJR	0.90
11/13/2023	GJR	0.80
11/13/2023	GJR	1.70
11/13/2023	GJR	0.70
11/13/2023	DAV	1.10
11/14/2023	GJR	0.90
11/14/2023	GJR	0.30
11/14/2023	GJR	0.90
11/14/2023	DAV	1.70
11/15/2023	GJR	0.30
11/15/2023	GJR	0.60
11/15/2023	DAV	0.10
11/15/2023	DAV	2.40

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213.542.8000

Invoice No: 3270335

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004

General Counsel to the OCBE

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11/15/2023	DAV	0.40
11/15/2023	DAV	1.20
11/15/2023	CA	0.10
11/16/2023	GJR	0.50
11/16/2023	GJR	1.10
11/16/2023	GJR	0.90
11/16/2023	GJR	2.30
11/16/2023	DAV	0.30
11/16/2023	DAV	0.80
11/16/2023	CC	0.40
11/16/2023	CC	1.00
11/17/2023	GJR	0.90
11/17/2023	GJR	2.80
11/17/2023	GJR	0.90
11/17/2023	DAV	2.20
11/17/2023	CC	0.50
11/18/2023	GJR	0.90

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213.542.8000

Invoice No: 3270335

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004

General Counsel to the OCBE

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11/18/2023	GJR	0.50
11/20/2023	DAV	0.90
11/20/2023	CC	0.50
11/20/2023	CC	0.70
11/20/2023	CC	0.70
11/21/2023	GJR	0.60
11/22/2023	GJR	0.30
11/22/2023	GJR	0.50
11/22/2023	GJR	0.50
11/22/2023	GJR	0.90
11/22/2023	GJR	0.30
11/22/2023	GJR	0.30
11/22/2023	DAV	0.70
11/24/2023	GJR	6.70
11/24/2023	GJR	0.30
11/25/2023	CC	0.20
11/25/2023	CC	0.20
11/25/2023	CC	1.30

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213.542.8000

Invoice No: 3270335

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004
General Counsel to the OCBE

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11/25/2023	CC	2.00
11/27/2023	GJR	0.90
11/27/2023	GJR	0.80
11/27/2023	GJR	3.40
11/27/2023	DAV	0.90
11/28/2023	GJR	0.70
11/28/2023	GJR	0.60
11/29/2023	GJR	0.30
11/29/2023	GJR	0.30
11/29/2023	GJR	0.40
11/29/2023	GJR	0.90
11/29/2023	GJR	0.80
11/29/2023	GJR	0.50
11/29/2023	GJR	0.90
11/29/2023	GJR	3.10
11/30/2023	GJR	0.50
11/30/2023	GJR	0.40

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213.542.8000

Invoice No: 3270335

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004

General Counsel to the OCBE

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11/30/2023	GJR	0.90
11/30/2023	GJR	6.10
11/30/2023	DAV	2.10
11/30/2023	DAV	0.50
11/30/2023	CC	0.70
11/30/2023	CC	0.50

Total Hours	114.30
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Total Fees This Invoice	\$42,891.00
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Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3270335

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004

General Counsel to the OCBE

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Timekeeper	Hours	Rate	Amount
GREGORY J. ROLEN	84.50	\$400.00	33,800.00
DONALD A VELEZ JR	16.00	\$400.00	6,400.00
CHRISTINA ALLEN	0.20	\$195.00	39.00
CATHERINE CAWLEY	13.60	\$195.00	2,652.00
	<u>114.30</u>		<u>42,891.00</u>

Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3270335

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004
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Page 10

Mileage

09/20/2023	36.68
10/04/2023	36.68
Total for Mileage	73.36

Online Research

11/30/2023	62.56
Total for Online Research	62.56

Out-of-Town Travel

11/16/2023	646.96
11/16/2023	278.04
11/16/2023	367.95
11/16/2023	270.39
Total for Out-of-Town Travel	1,563.34

Experts

11/28/2023	5,000.00
Total for Experts	5,000.00

Parking Expense

09/20/2023	38.50
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Haight Brown & Bonesteel LLP
213.542.8000

Invoice No: 3270335

Re: ORANGE COUNTY BOARD OF EDUCATION
OC18-0000004
General Counsel to the OCBE

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52.00

Total for Parking Expense

90.50

Total Costs Advanced This Invoice

\$6,789.76

Total Fees and Costs This Invoice

\$49,680.76



Haight Brown & Bonesteel LLP
LAWYERS

555 South Flower Street
Forty-Fifth Floor
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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.: 3270335
Client/Matter: OC18-0000004
Billing Atty: GREGORY J. ROLEN
December 12, 2023

PROFESSIONAL SERVICES RENDERED through November 30, 2023

Total Fees This Invoice	\$ 42,891.00
Total Costs Advanced This Invoice	\$ 6,789.76
Total Fees and Costs This Invoice	<u>\$ 49,680.76</u>
Balance Forward	\$ 45,669.18
Total Due Upon Receipt	<u><u>\$ 95,349.94</u></u>

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE

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

24

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: January 10, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: David Giordano, Associate Superintendent, Administrative Services Division
SUBJECT: Orange County Department of Education Audit for the 2022-23 Fiscal Year

BACKGROUND:

In accordance with State regulations, the audit report for the fiscal year ending June 30, 2023, 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, 2023.

DG:sh

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: January 10, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Sycamore Creek Community Charter School II Agreement

DESCRIPTION:

On August 2, 2023, the Orange County Board of Education (the Board) approved Sycamore Creek Community Charter School's petition to operate Sycamore Creek Community Charter School II as a countywide charter school for an initial term from July 1, 2024, through June 30, 2029, with the stipulation that the parties enter into an Agreement addressing the operational relationship between the parties by January 2024.

RECOMMENDATION:

At the January 10, 2024, meeting, the Board shall take action to approve an Agreement that addresses the operational relationship between the parties.

AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
SYCAMORE CREEK COMMUNITY CHARTER SCHOOL
FOR THE OPERATION OF SYCAMORE CREEK COMMUNITY CHARTER SCHOOL II

This Agreement is made and entered into this ~~2nd~~ 1st day of ~~August~~ July, 202~~4~~3 by and between the Orange County Board of Education (“Board”) and Sycamore Creek Community Charter School, a nonprofit public benefit corporation operating Sycamore Creek Community Charter School II (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 July 1, 2024 through June 30, 2029.
- 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.). Sycamore Creek Community Charter School 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 Sycamore Creek Community Charter School 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 August 2, 2023, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

- A. This Agreement is effective from July 1, 2024, the date upon which it is ~~following~~ approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The approved Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607, 47607.2, and 47605, and their implementing regulations. ~~Charter School will submit its renewal petition for the new charter term to OCDE no sooner than September 1 and no later than March 1 of the final school year for which Charter School is authorized to operate.~~

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities. OCDE is not the chartering authority and shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the charter school. The Board, as the chartering authority, shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).
3. Within **ten (10) business days** of Charter School board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the Charter School board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and conflict of interest training to its governing board members and administrative staff within **45 days** of taking office or becoming employed, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

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

C. Fiscal Operations

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

3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public [charter](#) 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 [known](#) 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 not contemplated in the charter petition 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 Sycamore Creek Community Charter School at:

Sarah Bach, Ph.D., Executive Director
17131 Emerald Lane
Huntington Beach, CA 92647

X. INTEGRATION

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

XI. ORDER OF PRECEDENCE

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

1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A and Exhibit B
3. The Charter, as approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating as the Charter School

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

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

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