

REGULAR MEETING

March 6, 2024

3:00 p.m.

Location: The public meeting will be conducted onsite with limited seating at 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream at <https://youtube.com/live/Y0fu5QzMjaM>

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 March 6, 2024 – Adoption

(*) MINUTES

Regular Meeting of February 7, 2024 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) – Student # 03062024001I– Capistrano Unified School District to Saddleback Valley 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.

Pastor Craig Hill
Taft Avenue Community Church

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

- 2. Jim Henery, Santa Ana Fire Chief
- 3. Recognition of Laurie Tristan, California School Counselor of the Year by the American School Counselor Association

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. Adopt Resolution #04-24 to recognize April 1-5, 2024 as Week of the Young Child.
- (*) 6. Adopt Resolution #05-24 to recognize April 2024 as Public Schools Month.
- (*) 7. Approve invoice #3272188 in the amount of \$41,956.06 for Haight, Brown & Bonesteel LLP.

CHARTER SCHOOLS

- 8. Charter submissions
- (*) 9. Charter School Public Hearing – Magnolia Science Academy-Orange County
Aracely Chastain, Director, Charter Schools Unit, will facilitate the public hearing.

Discussion Format:
Magnolia Science Academy-Orange County
Public Comments
Board Questions
- (*) 10. Charter School Public Hearing – Orange County Academy of Sciences and Arts III
Aracely Chastain, Director, Charter Schools Unit, will facilitate the public hearing.

Discussion Format:
Orange County Academy of Sciences and Arts III
Public Comments
Board Questions
- (*) 11. Board Action – Orange County Academy of Sciences and Arts III

BOARD RECOMMENDATIONS

STAFF RECOMMENDATIONS

- 12. Budget Presentation – Dave Giordano, Associate Superintendent, Administrative Services.

- (*) 13. Approve the revision to the annual budget in excess of \$25,000 as per Education Code Section 1280. The revision has been included in the Second Interim Report that is certified Positive by the County Superintendent of Schools.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Annual Transportation Update
- Memorial Day Contest Discussion

ANNOUNCEMENTS

- Superintendent
- Deputy Superintendent

LEGISLATIVE UPDATES

COMMITTEE REPORT

BOARD MEMBER COMMENTS

ADJOURNMENT



Renee Hendrick
Assistant Secretary, Board of Education

The next Regular Board Meeting will be on Wednesday, April 3, 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

MINUTES
Regular Meeting
February 7, 2024

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 3:31 p.m., February 7, 2024 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream at <https://youtube.com/live/6sqQPUIYYjWw?feature=share>

ROLL CALL

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

AGENDA

Motion by Barke, seconded by Sparks and carried by a vote of 5-0 to approve the agenda of the Regular meeting on February 7, 2024.

MINUTES

Motion by Barke, seconded by Sparks and carried by a vote of 5-0 to approve the minutes of the Regular meeting on January 10, 2024.

PUBLIC COMMENTS (related to Closed Session) - None

The Board took a recess from 3:32 p.m. to 4:17 p.m. to go into closed session to conduct Closed Session 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

TIME CERTAIN

1. Expulsion Appeal Hearing (Open) – Student #02072024001E - Saddleback Valley Unified School District.

Motion by Williams, seconded by Valdes and carried by a vote of 5-0 to deny the appeal and uphold the decision of the Saddleback Valley Unified School District.

Daniel Ochoa, Ed.D., Director, Educational Services, facilitated the hearing.

The Board took a break from 4:42 p.m. to 5:07 p.m. to go back into closed session to conduct Closed Session items #1-3.

INVOCATION

Martin J. Eaton, Ph.D., Licensed Clinical Psychologist

PLEDGE OF ALLEGIANCE Kapil Mathur, OCASA

INTRODUCTIONS

None

PUBLIC COMMENTS

- Windi
- Nikki
- Parker
- Heidi
- Lynne
- Lexie
- Diyaneiva
- Mercedes
- Elizabeth
- Tisi
- Barbara
- Diane
- Sarah
- Cyndie
- Samantha
- Erica
- Judy
- Bill
- Yvonne
- Linda
- Lorrie

BOARD RECOMMENDATIONS

11. Motion by Williams, seconded by Valdes and carried by a vote of 5-0 to approve a resolution regarding Skyview.

Trustee Williams departed the meeting at 6:03 p.m.

CONSENT CALENDAR

Motion by Barke, seconded by Sparks and carried by a vote of 4-0 (Williams Absent) to approve Consent Calendar items #2 through #8.

2. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
3. Accept the 2nd Quarter Report on Williams Uniform Complaints for Orange County Department of Education Student Programs for the period of October 1 to December 31, 2023.
4. Adopt resolution #01-24 to recognize March 2024 as Arts Education Month.
5. Approve invoice #10407 in the amount of \$69.00 for the Law Offices of Margaret A. Chidester & Associates.
6. Approve Wednesday, October 9, 2024 board meeting date.
7. Accept the 2024-2027 Orange County-wide Initial Plan for Provision of Educational Services to Expelled Students at the OCBE Board Meeting on February 7, 2024.
8. Approve invoice #3271252 in the amount of \$30,877.00 for Haight, Brown & Bonesteel LLP.

CHARTER SCHOOLS

9. Charter submissions – Magnolia Science Academy Orange County
10. Charter School Public Hearing – Orange County Academy of Sciences and Arts III
Aracely Chastain, Director, Charter Schools Unit, facilitated the public hearing.
 - Kapil Mathur, Executive Director, OCASA III

PUBLIC COMMENTS (OCASA III Only)

- Jessica
- Serdar
- Christina
- Mibella
- Emily
- Martha
- Gina
- John
- Shawn

BOARD RECOMMENDATIONS (continue)

- 12. Motion by Shaw, seconded Sparks and carried by a vote of 4-0 (Williams Absent) to approve a resolution Opposing SB 907.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Mid-Year Update of the 2023-24 OCDE/Connections Local Control and Accountability Plan
- Mid-Year Update of the 2023-24 CCPA Local Control and Accountability Plan

ANNOUNCEMENTS

Deputy Superintendent Ramon Miramontes, Ed.D.

- OC Academic Decathlon
- Counselor Symposium
- Gallaudet University Western Regional DHH Academic Bowl
- World Stride Student Leadership Conference at Disneyland
- Venado - National Technical Institute for Deaf Middle School Math Competition
- ACCESS Staff

Deputy Superintendent Renee Hendrick

- Next Regular board meeting – Wednesday, March 6, 2024; Submission deadline –February 21; Board packet delivery – March 1
- Office closed on Monday, February 12- Lincoln Day & Monday, February 19- Presidents’ Day
- Invocation filled through June 2024
- Dave Giordano – Esplanade Quarterly Report

COMMITTEE REPORT

- Trustee Shaw – Board Website

BOARD MEMBER COMMENTS

- Trustee Barke- Learn4Life, Sunburst, CRT Forum
- Trustee Shaw- Sacramento Bee best public schools according to niche (#2 Troy & #8 OCSA), Satan Club-San Clemente, Vietnam War teaching, Budget lawsuit

Report Out

Mr. Brenner reported for closed sessions 1-3; the Board held a discussion, and no action was taken other than the approval of Epstein, Becker & Green invoices 1143741, 1143742, 1143743, 1147236, 1147237, and 1147238 by a vote of 5-0.

PUBLIC COMMENTS

- Billie Joe

ADJOURNMENT

On a motion duly made and seconded, the February 7, 2024, board meeting adjourned at 7:45 p.m.



Renee Hendrick
Assistant Secretary, Board of Education

Tim Shaw
President, Board of Education

The next Regular Board Meeting will be on Wednesday, March 6, 2024 at 5:00 p.m. All meetings will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream.

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2024

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 6, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: Vern Burton, Assistant Superintendent
SUBJECT: Granting of Diplomas

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

RECOMMENDATION:

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

VB:rc

Pages 10-11 removed (CONFIDENTIAL STUDENT INFORMATION)

OK

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 6, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: Darou Sisavath, Recording Clerk
SUBJECT: Resolution #04-24
Week of the Young Child

RECOMMENDATION:

Adopt Resolution #04-24 to recognize April 1-5, 2024 as Week of the Young Child.

**RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA**

**WEEK OF THE YOUNG CHILD
April 1-5, 2024**

WHEREAS, the Orange County Board of Education and other local organizations, in conjunction with the National Association for the Education of Young Children (NAEYC), are celebrating the Week of the Young Child, with the theme, “Early Years Are Learning Years,” April 1-5, 2024;

WHEREAS, by calling attention to the need for high-quality early childhood services for all children and families within our community, these groups hope to improve the quality of and availability of such services; and

WHEREAS, the future of our community depends on the quality of the early childhood experiences provided to young children today; and

WHEREAS, high-quality early childhood services represent a worthy commitment to our children’s future by promoting school readiness and academic achievement.

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Education joins the National Association for the Education of Young Children (NAEYC) in proclaiming April 1-5, 2024, as the Week of the Young Child, with the theme, “Celebrating our Youngest Learners,” and encourages all residents of Orange County to support the needs of young children in our community.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Tim Shaw, 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 6th day of March 2024.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 6th day of March 2024.

Tim Shaw, President
Orange County Board of Education

RA

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 6, 2024
TO: Nina Boyd, Deputy Superintendent
FROM: Darou Sisavath, Recording Clerk
SUBJECT: Resolution #05-24
 Public Schools Month

RECOMMENDATION:

Adopt Resolution #05-24 to recognize April 2024 as Public Schools Month.

**RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA**

PUBLIC SCHOOLS MONTH - APRIL 2024

WHEREAS, Public Schools Month has been sponsored and promoted by the Grand Lodge of Free and Accepted Masons of California since 1920; and

WHEREAS, communities and schools are urged to set aside one week during the month of April as a special time for the discussion of public schools and to enlist the support of the general public to the cause of public education; and

WHEREAS, the Public Schools Month affords an excellent opportunity for all Californians to give special recognition to students, parents, teachers, classified staff, administrators, school volunteers, and school board members; and

WHEREAS, the Public Schools Month impels us once again to affirm the success of California's public schools; and

WHEREAS, the theme of the year's Public Schools Month is "together we make a profound difference for public education";

THEREFORE BE IT RESOLVED, that the Orange County Board of Education urges each school district in Orange County to establish a week during the month of April 2024 to promote education as the key to our nation's future and the source of our nation's strength.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Tim Shaw, 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 6th day of March 2024 and passed by a vote of said Board Members present.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 6th day of March 2024.

Tim Shaw, President
Orange County Board of Education

DK

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 6, 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 # 3272188 in the amount of \$41,956.06 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

Renee Hendrick
ORANGE COUNTY BOARD OF EDUCATION
200 Kalmus Drive
Costa Mesa, CA 92626-5922

Invoice No.: 3272188
Client/Matter: OC18-0000004
Billing Atty: ROLEN, GREGORY J.
February 21, 2024

Account Statement

Invoice Number	Invoice Date	Matter Number	Billing Attorney	Invoice Amount	Balance Due
3271252	01/16/2024	0000004	01123	\$30,877.00	\$30,877.00
Total Outstanding Balance					\$30,877.00
Total Amount Due on this Invoice					\$41,956.06
Total Balance Now Due					\$72,833.06

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	\$30,877.00	\$0.00	\$0.00	\$0.00	\$30,877.00

Haight Brown & Bonesteel LLP

LAWYERS

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

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Renee Hendrick
ORANGE COUNTY BOARD OF EDUCATION
200 Kalmus Drive
Costa Mesa, CA 92626-5922

Invoice No.: 3272188
Client/Matter: OC18-0000004
Billing Atty: GREGORY J. ROLEN
February 21, 2024

Representing: Orange County Board of Education

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

Total Fees This Invoice	\$31,942.50
Total Costs Advances This Invoice	\$10,013.56
Total Fees and Costs This Invoice	\$ 41,956.06
Balance Carried Forward from Previous Invoice(s)	30,877.00
Total Due Upon Receipt	\$ 72,833.06

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

Invoice No: 3272188

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

Page 2

PROFESSIONAL SERVICES RENDERED through 01/31/2024

Date	Description	Attorney	Hours
01/02/2024		GJR	0.80
01/02/2024		GJR	2.40
01/02/2024		CC	0.20
01/02/2024		CC	0.10
01/03/2024		GJR	0.60
01/03/2024		GJR	0.90
01/03/2024		GJR	0.80
01/03/2024		GJR	0.80
01/03/2024		GJR	0.70
01/03/2024		GJR	0.30
01/03/2024		GJR	0.30
01/03/2024		CC	1.90
01/04/2024		GJR	0.60
01/04/2024		GJR	0.90
01/04/2024		GJR	0.40
01/04/2024		GJR	0.60
01/04/2024		GJR	0.30
01/04/2024		CC	2.60

Haight Brown & Bonesteel LLP

213.542.8000

Invoice No: 3272188

Re: ORANGE COUNTY BOARD OF EDUCATION

OC18-0000004

General Counsel to the OCBE

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01/04/2024	CC	2.40
01/04/2024	CC	0.40
01/05/2024	GJR	0.40
01/05/2024	GJR	4.10
01/05/2024	CC	0.40
01/08/2024	GJR	0.90
01/08/2024	GJR	1.20
01/09/2024	GJR	0.40
01/09/2024	GJR	0.30
01/09/2024	GJR	0.90
01/09/2024	GJR	0.80
01/09/2024	GJR	3.70
01/09/2024	GJR	0.50
01/09/2024	DAV	1.60
01/10/2024	GJR	5.80
01/10/2024	GJR	4.00

Haight Brown & Bonesteel LLP

213.542.8000

Invoice No: 3272188

Re: ORANGE COUNTY BOARD OF EDUCATION

OC18-0000004

General Counsel to the OCBE

Page 4

01/10/2024	DAV	1.20
01/11/2024	GJR	1.50
01/11/2024	GJR	0.50
01/11/2024	GJR	3.90
01/11/2024	CC	0.90
01/11/2024	CC	0.40
01/12/2024	GJR	1.10
01/12/2024	GJR	0.50
01/16/2024	GJR	0.60
01/17/2024	GJR	0.40
01/17/2024	GJR	0.50
01/17/2024	GJR	0.80
01/17/2024	GJR	0.40
01/18/2024	GJR	0.30
01/18/2024	GJR	1.00
01/18/2024	GJR	0.90
01/18/2024	GJR	1.10
01/18/2024	CC	0.10
01/18/2024	CC	1.90
01/18/2024	CC	0.30
01/18/2024	CC	0.40
01/19/2024	GJR	0.50
01/19/2024	GJR	0.60

Haight Brown & Bonesteel LLP

213.542.8000

Invoice No: 3272188

Re: ORANGE COUNTY BOARD OF EDUCATION

OC18-0000004

General Counsel to the OCBE

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01/19/2024	GJR	0.80
01/19/2024	GJR	0.60
01/23/2024	GJR	0.50
01/23/2024	GJR	0.60
01/24/2024	GJR	0.90
01/24/2024	DAV	0.90
01/25/2024	GJR	0.50
01/25/2024	GJR	0.90
01/25/2024	GJR	0.50
01/25/2024	GJR	0.60
01/25/2024	DAV	0.10
01/25/2024	CC	2.80
01/25/2024	CC	0.20
01/25/2024	CC	0.30
01/25/2024	CC	0.20
01/26/2024	GJR	0.90
01/26/2024	GJR	1.40

Haight Brown & Bonesteel LLP

213.542.8000

Invoice No: 3272188

Re: ORANGE COUNTY BOARD OF EDUCATION

OC18-0000004

General Counsel to the OCBE

Page 6

01/26/2024	DAV	1.70	
01/29/2024	GJR	0.90	
01/29/2024	GJR	0.30	
01/30/2024	GJR	0.70	
01/30/2024	GJR	0.40	
01/30/2024	GJR	0.30	
01/30/2024	GJR	3.30	
01/30/2024	GJR	3.80	
01/30/2024	GJR	0.90	
Total Hours		87.80	
Total Fees This Invoice			\$31,942.50

Haight Brown & Bonesteel LLP

213.542.8000

Invoice No: 3272188

Re: ORANGE COUNTY BOARD OF EDUCATION

OC18-0000004

General Counsel to the OCBE

Page 7

Timekeeper	Hours	Rate	Amount
GREGORY J. ROLEN	66.80	\$400.00	26,720.00
DONALD A VELEZ JR	5.50	\$400.00	2,200.00
CATHERINE CAWLEY	15.50	\$195.00	3,022.50
	<u>87.80</u>		<u>31,942.50</u>

Haight Brown & Bonesteel LLP

213.542.8000

Invoice No: 3272188

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

Page 8

Online Research

01/31/2024	13.56
Total for Online Research	13.56

Litigation Support Vendors

01/18/2024	10,000.00
Total for Litigation Support Vendors	10,000.00

Total Costs Advanced This Invoice
Total Fees and Costs This Invoice

\$10,013.56
<hr/>
\$41,956.06

Haight Brown & Bonesteel LLP

LAWYERS

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Renee Hendrick
ORANGE COUNTY BOARD OF EDUCATION
200 Kalmus Drive
Costa Mesa, CA 92626-5922

Invoice No.: 3272188
Client/Matter: OC18-0000004
Billing Atty: GREGORY J. ROLEN
February 21, 2024

Remit To:

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

PROFESSIONAL SERVICES RENDERED through January 31, 2024

Total Fees This Invoice	\$ 31,942.50
Total Costs Advanced This Invoice	\$ 10,013.56
Total Fees and Costs This Invoice	\$ <u>41,956.06</u>
Balance Forward	\$ 30,877.00
Total Due Upon Receipt	\$ <u><u>72,833.06</u></u>

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE

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

Item: Charter Schools #9
March 6, 2024
 Mailed Distributed at meeting

U*

DATE: March 6, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing –Magnolia Science Academy-Orange County Countywide Charter Petition

DESCRIPTION:

On January 31, 2024, Magnolia Education and Research Foundation, dba Magnolia Public Schools, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate Magnolia Science Academy-Orange County. The charter school proposes a classroom-based program serving students in TK through grade twelve.

The charter operator notified four school districts of intent to open facilities: Irvine Unified, Orange Unified, Placentia-Yorba Linda Unified, and Saddleback Valley Unified.

RECOMMENDATION:

Under California Education Code 47605.6, the Orange County Board of Education will hold a public hearing on the provisions of the Magnolia Science Academy-Orange County charter and consider the level of support for the petition by teachers, parents or guardians, and the school districts where the charter school petitioner proposes to open school facilities at the March 6, 2024, board meeting.

ER

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEMS

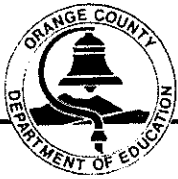
DATE: March 6, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing – Orange County Academy of Sciences and Arts III Countywide Petition

DESCRIPTION:

On December 18, 2023, Orange County Academy of Science and Arts, Inc., a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate Orange County Academy of Sciences and Arts III. The Orange County Board of Education held a public hearing on February 7, 2024, to consider the level of support for the charter school.

RECOMMENDATION:

Per California Education Code, on March 6, 2024, the Orange County Board of Education shall hold a public hearing to grant or deny the Orange County Academy of Sciences and Arts III countywide petition. At the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony responsive to the Orange County Department of Education staff recommendations and findings published on February 20, 2024.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

February 20, 2024

To: Members, Orange County Board of Education
From: Orange County Department of Education Charter Schools Unit
Re: Staff Recommendations and Findings – Orange County Academy of Sciences and Arts III

I. INTRODUCTION

The following is a summary of the review conducted by Orange County Department of Education (OCDE) staff of the countywide charter school petition submitted by Orange County Academy of Sciences and Arts Inc., proposing to establish Orange County Academy of Sciences and Arts III (OCASA III) as a countywide charter school, and recommendations for consideration by the Orange County Board of Education (the Board).

The Board must take action to either grant or deny the charter within ninety (90) days of receipt of the petition unless this date is extended by up to an additional 30 days by agreement. Board action is scheduled for the Board's regular meeting on March 6, 2024.

Based on information gathered throughout the review process, which included a clarification meeting held with petitioners on January 31, 2024, OCDE staff recommends approval of the OCASA III countywide petition.

II. BACKGROUND

On December 18, 2023, the Board received a petition proposing to establish OCASA III as a countywide charter school. OCASA III would be operated by Orange County Academy of Sciences and Arts Inc., a California nonprofit public benefit corporation that currently operates two charter schools in Orange County. The charter school proposes to utilize the 2024-25 academic year for planning purposes and to begin serving students in grades TK-12 in the 2025-26 academic year.

On February 7, 2024, the Board held a public hearing on the provisions of the charter petition to consider the level of support for the petition by teachers, parents or guardians, and the school districts where the petitioner proposes to open school facilities.

III. LEGAL STANDARD

The overall statutory scheme of the Charter Schools Act reflects a preference for charter schools that are locally authorized by the school district in which the charter school operates. As a result, to approve a countywide charter petition, a county board of education must be able to make specific threshold findings in addition to determining whether the petition satisfies the legal standards and criteria under Education Code section 47605.6(b)(1)-(5). Specifically:

“A county board of education may approve a countywide charter only if it finds, in addition to the other requirements of this section, that the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county.” Education Code §47605.6(a)(1)

Additionally, Education Code section 47605.6(b) states:

“A county board may grant a charter for the operation of a charter school under this part only if it is satisfied that granting the charter is consistent with sound educational practice and that the charter school has reasonable justification for why it could not be established by petition to a school district pursuant to Education Code section 47605.”

Should the charter school petition meet the threshold requirement for a countywide charter school, the Board must then determine whether the petition satisfies the legal standards and criteria under Education Code section 47605.6(b)(1)-(5). The Board shall deny a petition for the establishment of a charter school if it finds one or more of the following:

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
- (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
- (3) The petition does not contain the number of signatures required by subdivision (a).
- (4) The petition does not contain an affirmation of each of the conditions described in subdivision (e).
- (5) The petition does not contain reasonably comprehensive descriptions of the required elements under Education Code section 47605.6.
- (6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Educational Employment Relations Act Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

(7) Any other basis that the county board of education finds justifies the denial of the petition.

Should the Board approve the petition, the Board would become the charter authorizer for the charter school. Should the Board deny the petition, there is no right to appeal to the State Board of Education (5 CCR § 11966.5). However, the petitioners would have the option to submit charter petitions to the school districts in which they propose to operate under Education Code section 47605.

IV. SUMMARY OF FINDINGS

The Orange County Academy of Sciences and Arts III charter petition meets the standards outlined in Education Code 47605.6.

V. STAFF RECOMMENDATION

OCDE staff recommend that the Board approve the Orange County Academy of Sciences and Arts Inc. petition to establish Orange County Academy of Sciences and Arts III as a countywide charter school for a term of five years from July 1, 2024, to June 30, 2029, and require the execution of an Agreement that delineates the operational relationship between the parties.

VI. CONCLUSION

The Board has three options for action regarding a countywide charter school petition:

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

* * *

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

DATE: March 6, 2024
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Orange County Academy of Sciences and Arts III Countywide Petition

DESCRIPTION:

On December 18, 2023, Orange County Academy of Sciences and Arts III submitted a countywide charter school petition. Per California Education Code 47605.6, the Orange County Board of Education (the Board) held public hearings on February 7, 2024, and March 6, 2024.

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

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

RECOMMENDATION:

Orange County Department of Education staff recommend that the Board approve the Orange County Academy of Sciences and Arts III petition to operate as a countywide charter school for an initial five-year term from July 1, 2024, to June 30, 2029.

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE PETITION FOR A COUNTYWIDE CHARTER SCHOOL
FOR ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS III**

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

WHEREAS, Education Code section 47605.6 states that a county board of education may approve a countywide charter only if it finds, in addition to the other requirements of this section, that the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county;

WHEREAS, Education Code section 47605.6 states that the county board of education may impose any additional requirements beyond those required by Education Code section 47605.6 that it considers necessary for the sound operation of a countywide charter school.

WHEREAS, Education Code section 47605.6 states that the county board of education may grant a charter for the operation of a charter school under this part only if it is satisfied that granting the charter is consistent with sound educational practice and that the charter school has reasonable justification for why it could not be established by petition to a school district pursuant to Education Code section 47605;

WHEREAS, Education Code section 47605.6(b) states that, after receiving a petition, the County Board must hold a public hearing within 60 days to consider the petition and is required to take action to either grant or deny the charter within ninety (90) days of receipt of the petition, unless this date is extended by up to an additional 30 days by agreement;

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

WHEREAS, on December 18, 2023, the Orange County Board of Education (“Board”) received a petition from Orange County Academy of Sciences and Arts Inc., a California nonprofit public benefit corporation, for the operation of Orange County Academy of Sciences and Arts III (“Petition”);

WHEREAS, on February 7, 2024, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on February 20, 2024, the Board published a Staff Report with recommended findings prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on March 6, 2024, the Board, at its regular meeting, held a public hearing, at which the Petitioners had equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the Petition;

NOW, THEREFORE, BE IT RESOLVED that the Board reviewed and considered the Petition and related information received with respect to the Petition, including information presented at the public hearings and in the Staff Report in accordance with Education Code sections 47605.6;

BE IT FURTHER RESOLVED that the Board finds that the educational services to be provided by Orange County Academy of Sciences and Arts III will offer services to a pupil population that will benefit from those services and cannot be served as well by the charter school that operates in only one school district in the county;

BE IT FURTHER RESOLVED that the Board approves the Petition for a charter school by Orange County Academy of Sciences and Arts Inc., a California nonprofit public benefit corporation, for the operation of Orange County Academy of Sciences and Arts III for an initial charter term from July 1, 2024, through June 30, 2029;

BE IT FURTHER RESOLVED that the Board approves the standard Agreement with the understanding that Orange County Academy of Sciences and Arts III will enter into said Agreement that addresses the operational relationship between the school, the Board and OCDE no later than the Board’s regular scheduled meeting in June 2024. Should the Petitioner and Board fail to reach an agreement by June 2024, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 6th day of March 2024, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

Resolution # _____

AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
Charter School Nonprofit
FOR THE OPERATION OF Charter School

**STANDARD
TEMPLATE**

This Agreement is made and entered into this xx day of month year. by and between the Orange County Board of Education (“Board”) and nonprofit name., a nonprofit public benefit corporation operating charter school name (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

I. INTRODUCTORY PROVISIONS

- A. The Board approved the Charter School’s petition for a five-year period from start date, through end date.
- B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Charter School. is the California nonprofit public benefit corporation operating 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 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 nonprofit public benefit corporation’s articles of incorporation 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 inconsistent with the terms of the charter approved on date, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

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

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, the 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 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 and the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice of such in Charter School policies and Parent/Student Handbook.

C. Fiscal Operations

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

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

D. Fiscal Agent

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

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

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

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

G. Insurance and Liability

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

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

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

H. Human Resources

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

I. Contracts

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

Entering into or substantively revising a contract with an Educational Charter Management

Organization (E/CMO) shall be presented to the Board for approval as a material revision to the charter.

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

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

J. Facilities Agreement

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

K. Zoning and Occupancy

1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (ADA) requirements for a K-12 public school.

2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statutes 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:

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

To Non profit name at:

Name
Address
City, State, Zip

X. INTEGRATION

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

XI. ORDER OF PRECEDENCE

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

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

For Charter School:

For the Board:

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

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

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE WITH CONDITIONS THE PETITION FOR
A COUNTYWIDE CHARTER SCHOOL
FOR ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS III**

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

WHEREAS, Education Code section 47605.6 states that a county board of education may approve a countywide charter only if it finds, in addition to the other requirements of this section, that the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county;

WHEREAS, Education Code section 47605.6 states that the county board of education may impose any additional requirements beyond those required by Education Code section 47605.6 that it considers necessary for the sound operation of a countywide charter school.

WHEREAS, Education Code section 47605.6 states that the county board of education may grant a charter for the operation of a charter school under this part only if it is satisfied that granting the charter is consistent with sound educational practice and that the charter school has reasonable justification for why it could not be established by petition to a school district pursuant to Education Code section 47605;

WHEREAS, Education Code section 47605.6(b) states that, after receiving a petition, the County Board must hold a public hearing within 60 days to consider the petition and is required to take action to either grant or deny the charter within ninety (90) days of receipt of the petition, unless this date is extended by up to an additional 30 days by agreement;

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

WHEREAS, on December 18, 2023, the Orange County Board of Education (“Board”) received a petition from Orange County Academy of Sciences and Arts Inc., a California nonprofit public benefit corporation, for the operation of Orange County Academy of Sciences and Arts III (“Petition”);

WHEREAS, on February 7, 2024, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on February 20, 2024, the Board published a Staff Report with recommended findings prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on March 6, 2024, the Board, at its regular meeting, held a public hearing, at which the Petitioners had equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the Petition;

NOW, THEREFORE, BE IT RESOLVED that the Board reviewed and considered the Petition and related information received with respect to the Petition, including information presented at the public hearings and in the Staff Report in accordance with Education Code sections 47605.6;

BE IT FURTHER RESOLVED that the Board finds that the educational services to be provided by Orange County Academy of Sciences and Arts III will offer services to a pupil population that will benefit from those services and cannot be served as well by the charter school that operates in only one school district in the county;

BE IT FURTHER RESOLVED that the Board adopts the summary of findings set forth in the Staff Report published on February 20, 2024, which is attached hereto and integrated herein by this reference;

BE IT FURTHER RESOLVED that the Board approves, with conditions, the Petition for a countywide charter school submitted by Orange County Academy of Sciences and Arts, Inc., a California nonprofit public benefit corporation, for the operation of Orange County Academy of Sciences and Arts III for an initial charter term from July 1, 2024, through June 30, 2029;

BE IT FURTHER RESOLVED that the approval of the Petition is subject to conditions that address the findings specified by the Board. To satisfy the conditions,

Petitioner and Board must fully execute an Agreement that addresses all of the findings and the operational relationship between the school, the Board, and OCDE no later than the Board's regularly scheduled meeting in June 2024. Should the Petitioner and Board fail to reach an agreement by June 2024, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 6th day of March 2024, and that it was so adopted by the following vote:

AYES: . _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

Resolution # _____

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO DENY THE PETITION FOR A COUNTYWIDE CHARTER SCHOOL
FOR ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS III**

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

WHEREAS, Education Code section 47605.6 states that a county board of education may approve a countywide charter only if it finds, in addition to the other requirements of this section, that the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county;

WHEREAS, Education Code section 47605.6 states that the county board of education may impose any additional requirements beyond those required by Education Code section 47605.6 that it considers necessary for the sound operation of a countywide charter school.

WHEREAS, Education Code section 47605.6 states that the county board of education may grant a charter for the operation of a charter school under this part only if it is satisfied that granting the charter is consistent with sound educational practice and that the charter school has reasonable justification for why it could not be established by petition to a school district pursuant to Education Code section 47605;

WHEREAS, Education Code section 47605.6(b) states that, after receiving a petition, the County Board must hold a public hearing within 60 days to consider the petition and is required to take action to either grant or deny the charter within ninety (90) days of receipt of the petition, unless this date is extended by up to an additional 30 days by agreement;

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

WHEREAS, on December 18, 2023, the Orange County Board of Education (“Board”) received a petition from Orange County Academy of Sciences and Arts Inc., a California nonprofit public benefit corporation, for the operation of Orange County Academy of Sciences and Arts III (“Petition”);

WHEREAS, on February 7, 2024, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on February 20, 2024, the Board published a Staff Report with recommended findings prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on March 6, 2024, the Board, at its regular meeting, held a public hearing, at which the Petitioners had equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the Petition;

NOW, THEREFORE, BE IT RESOLVED that the Board reviewed and considered the Petition and related information received with respect to the Petition, including information presented at the public hearings and in the Staff Report in accordance with Education Code section 47605.6;

BE IT FURTHER RESOLVED that the Board adopts the summary findings set forth in the Staff Report published on February 20, 2024, which is attached hereto and integrated herein by this reference;

BE IT FURTHER RESOLVED that based on the findings as specified by the Board, the Board further finds as follows: The petition fails to satisfy the legal standards and criteria under Education Code section 47605.6(b)(1)-(5) because:

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 6th day of March 2024, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

Resolution # _____

ck

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 6, 2024
TO: Renee Hendrick, Deputy Superintendent, Governance, Leadership & Community Partnerships
FROM: David Giordano, Associate Superintendent, Administrative Services
SUBJECT: 2023-2024 Second Interim Report

BACKGROUND:

As required by Education Code Sections 1240 (1), the County Superintendent of Schools must submit a First Period Interim Report and Second Period Interim Report to the County Board of Education for review.

If a revision in excess of twenty-five thousand dollars is proposed by the County Superintendent to the annual budget of the County Superintendent after the County Board has adopted the budget, the revision shall be incorporated in the next interim financial report when the report is submitted to the County Board for discussion and approval at a regularly scheduled public meeting of the County Board. (Education Code section 1280).

As required by Education Code section 42129, county offices of education must submit to the Superintendent of Public Instruction the first and second interim reports of the county office's financial status. The County Superintendent shall certify in writing whether or not the county office of education is able to meet its financial obligations for the remainder of the fiscal year and two subsequent years. The certifications shall be classified as positive, qualified, or negative, pursuant to standards prescribed by the Superintendent of Public Instruction.

RECOMMENDATION:

Approve the revision to the annual budget in excess of \$25,000 as per Education Code Section 1280. The revision has been included in the Second Interim Report that is certified Positive by the County Superintendent of Schools.

DG:sh