

REGULAR MEETING

July 3, 2024

3:30 p.m.

Location: The public meeting will be conducted onsite with limited seating at 200 Kalmus Drive, Costa Mesa, CA 92626, via YouTube live stream—<https://youtube.com/live/iEwdwCQA28c?feature=share>, and two alternate locations at Signora Sparks, Localita Bosco 8/9, 87022, Cetraro, Calabria, Italy and W3139 Fairview Dr., Helenville, WI 53137.

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 July 3, 2024 – Adoption

(\*) MINUTES

Regular Meeting of June 5, 2024 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) – Student #07032024001-I ABC Unified School District to Los Alamitos 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

INVOCATION

5:00 p.m.

Pastor Gale Oliver

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

2. Special presentation for Dr. Al Mijares

## INTRODUCTIONS

## ORGANIZATIONAL MEETING

3. Oath of Office - To be administered to appointed Orange County Superintendent of Schools, Stefan Bean, Ed.D. by Mr. Donald Geisinger.
4. Oath of Office - To be administered to reelected Board Member, Jorge Valdes, Esq., Trustee Area 1 by Austin Lombard, Mayor of Tustin.
5. Oath of Office - To be administered to reelected Board Member, Ken Williams, D.O., Trustee Area 3.
6. Oath of Office - To be administered to reelected Board Member, Tim Shaw, Trustee Area 4 by Karen L. Shaw, Board Member, Lowell Joint School District.
7. Election of Officers for 2024-2025 Term – President Tim Shaw, will preside for the election of President of the Board, Vice President, and Clerk of the Board.

## PUBLIC COMMENTS (30 minutes)

## CONSENT CALENDAR

- (\*) 8. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (\*) 9. Approve the signing of the certificates of merit and letters of commendation for Bridget Kaub and family of Anna Piercy.
- (\*) 10. Approve apportionment of Federal Forest Reserve receipts in the amount of \$30,449.19.

## CHARTER SCHOOLS

11. Charter submissions
- (\*) 12. Charter School Public Hearing – Ednovate-OC College Prep Countywide Charter Petition  
Aracely Chastain, Director, Charter Schools Unit, will facilitate the public hearing.  
  
Discussion Format:  
Ednovate-OC College Prep  
Public Comments  
Board Questions
- (\*) 13. Board Action – Ednovate-OC College Prep

- (\*) 14. Charter School Public Hearing – Orange County Classical Academy material revision  
Aracely Chastain, Director, Charter Schools Unit, will facilitate the public hearing.

Discussion Format:  
Orange County Classical Academy  
Public Comments  
Board Questions

- (\*) 15. Board Action – Orange County Classical Academy

#### BOARD RECOMMENDATIONS

- (\*) 16. Approve disbursement of funds for Orange County Board of Education professional organization membership dues in the amount of \$5,643.00 for CSBA County Board Member Services (CBMS), 2024-2025 fiscal year.
- (\*) 17. Approve disbursement of funds for Orange County Board of Education professional organization membership dues in the amount of \$250.00 for Orange County School Boards Association (OCSBA), 2024-2025 fiscal year.
- (\*) 18. Approve disbursement of funds for Orange County Board of Education professional organization membership dues in the amount of \$50.00 for PTA, 2024-2025 fiscal year.
- (\*) 19. Approve registration and travel for Board Members to attend education related events/meetings sponsored by California School Boards Association (CSBA) and CSBA County Board Member Services (CBMS) , effective July 1, 2024 for the 2024-2025 fiscal year.
- (\*) 20. Approve registration and travel for Board Members to attend education related events/meetings sponsored by California Charter Schools Association (CCSA), effective July 1, 2024 for the 2024-2025 fiscal year.
- (\*) 21. Approve registration and travel for Board Members to attend education related events/meetings sponsored by Orange County School Boards Association (OCSBA), effective July 1, 2024 for the 2024-2025 fiscal year.
- (\*) 22. Approve registration and travel for Board Members to attend education related events/meetings sponsored by National Alliance for Public Charter Schools, effective July 1, 2024 for the 2024-2025 fiscal year.
- (\*) 23. Approve Board conference attendance cash advances for the 2024-2025 fiscal year.
- (\*) 24. Adopt a motion authorizing Sheehy Strategy Group to issue a public letter to the legislature and Governor's office removing opposition to SB 907 pending amendment of the bill with the agreed-upon language.

## INFORMATION ITEMS

### COMMUNICATION/INFORMATION/DISCUSSION

- General Counsel Recruitment

### 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

#### Alternate Locations:

Trustee Sparks will participate from alternate location #1 - Signora Sparks,  
Localita Bosco 8/9, 87022, Cetraro, Calabria, Italy .

Trustee Barke will participate from alternate location #2 - W3139 Fairview Dr.,  
Helenville, WI 53137.

## ADJOURNMENT



Renee Hendrick  
Assistant Secretary, Board of Education

The next Regular Board Meeting will be on Wednesday, August 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



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 President Shaw at 2:02 p.m., June 5, 2024, in the Board Room, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube livestream <https://youtube.com/live/yiG0R8jw-h8?feature=share>.

ROLL CALL

Present:

Jorge Valdes, Esq.  
Lisa Sparks, Ph.D.  
Tim Shaw  
Mari Barke

Absent:

Ken L. Williams, D.O. – arrived later

AGENDA

Motion by Barke, seconded by Sparks and carried by a vote of 4-0 (Williams Absent) to approve the agenda of the Regular meeting on June 5, 2024 with one amendment, removing item #3 as the case has been resolved.

MINUTES

Motion by Barke, seconded by Sparks and carried by a vote of 4-0 (Williams Absent) to approve the minutes of the Regular Meeting of May 1, 2024.

PUBLIC COMMENTS (related to Closed Session) - None

The Board took a recess from 2:04 p.m. to 4:18 p.m. to go into closed session to conduct interdistrict appeal hearings, followed by closed session items.

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) – Student #06052024003-I Laguna Beach Unified School District to Newport-Mesa Unified School District.

Motion by Barke, seconded by Sparks and carried by a vote of 4-0 (Williams Absent) to approve the appeal and allow the students to attend the Newport-Mesa Unified School District for the period of one academic year (2024-2025).

Dr. Daniel Ochoa, Director of Integrated Student Supports, facilitated the hearing.

2. Inter-district Appeal Hearing (Closed) – Student #06052024004-I Orange Unified School District to Newport-Mesa Unified School District.

MINUTES  
Regular Meeting  
June 5, 2024

Motion by Barke, seconded by Sparks and carried by a vote of 4-0 (Williams Absent) to approve the appeal and allow the students to attend the Newport-Mesa Unified School District for the period of one academic year (2024-2025).

Dr. Daniel Ochoa, Director of Integrated Student Supports, facilitated the hearing.

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

Trustee Williams arrived during closed session at approximately 2:45 p.m.

INVOCATION

Rev. Samuel Pullen  
Community Congregational  
United Church of Christ, Los Alamitos

PLEDGE OF ALLEGIANCE

Trustee Barke

Moment of Silence - Laguna Hills High Principal, Bill Hinds  
Remembrance – Anna L. Piercy, Anaheim Union High School District Trustee

INTRODUCTIONS

None

PUBLIC COMMENTS

- Cyndie
- Eva
- Stella
- Daphne
- David
- Michelle
- Kanan
- Burgandie
- Marilyn
- Betty
- Yan
- Monica

MINUTES  
Regular Meeting  
June 5, 2024

- Clare
- Esther
- Linda
- Jennifer
- Thomas
- Wayne
- Bethany
- Catherine
- Heidi
- Ginny
- Bill
- Sharon
- Ayo
- Steven
- Chris
- Daniel
- Edith
- Karen
- Windi
- Jim
- Parker
- Birgitta
- Netty

CONSENT CALENDAR

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

4. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
5. Approve invoice #3275059 in the amount of \$63,521.51 for Haight, Brown & Bonesteel LLP.
6. Accept the \$25,000.00 donation from SchoolsFirst Federal Credit Union in support of the 2024 Academic Pentathlon program and send a letter of appreciation to donor.
7. Accept the 2024-2027 (final) Countywide Plan for Provision of Educational Services to Expelled Students.
8. Approval of 2024-2025 contract renewal with lobbyist Sheehy Strategy Group.

CHARTER SCHOOLS

MINUTES  
Regular Meeting  
June 5, 2024

9. Charter submissions – Orange County Classical Academy (OCCA)  
-Trustee Barke announced she will recuse herself from all discussions and action on OCCA.
10. Charter School Public Hearing – Ednovate–OC College Prep countywide petition  
Aracely Chastain, Director, Charter Schools Unit, facilitated the public hearing.
  - Mide Macaulay, Chief of Schools, Ednovate
  - Katie Hart, Chief Operating Officer, Ednovate

PUBLIC COMMENTS (Item #10 Only)

- Olivia
  - Evelyn
  - Keisha
  - Gloria
  - Thong
  - Syeda
  - Bobby
  - Jenny
11. Unity Update

PUBLIC COMMENTS (Item #11 Only)

- William
- Lauren
- Chelsea
- Roy
- Shelly
- Yanira

PRESENTATIONS

12. Local Control and Accountability Plan (LCAP) Presentation – Ramon Miramontes, Ed.D., Deputy Superintendent of Instructional Programs and Analee Kredel, Chief of Special Education Services, conducted the presentation regarding LCAP for the Orange County Department of Education.
13. Public Hearing – Ramon Miramontes, Ed.D., Deputy Superintendent of Instructional Programs conducted a public hearing regarding the Orange County Department of Education.

The hearing was opened at 6:45 p.m. There being no input from the audience, the hearing was closed at 6:46 p.m.



MINUTES  
Regular Meeting  
June 5, 2024

14. Local Control and Accountability Plan (LCAP) Presentation – Ramon Miramontes, Ed.D., Deputy Superintendent of Instructional Programs and Fatinah Judeh, Principal, conducted the presentation regarding LCAP for the College and Career Preparatory Academy.
15. Public Hearing – Ramon Miramontes, Ed.D., Deputy Superintendent of Instructional Programs, conducted a public hearing regarding the College and Career Preparatory Academy Local Control and Accountability Plan (LCAP).  
  
The hearing was opened at 7:10 p.m. There being no input from the audience, the hearing was closed at 7:11 p.m.
16. Budget Presentation – David Giordano, Associate Superintendent, conducted the presentation regarding the Orange County Department of Education budget for 2024-2025 fiscal year.
17. Public Hearing – David Giordano, Associate Superintendent conducted a public hearing regarding the Orange County Department of Education budget for 2024-2025 fiscal year.  
  
The hearing was opened at 8:04 p.m. There being no input from the audience, the hearing was closed at 8:05 p.m.

INFORMATION ITEMS

ANNOUNCEMENTS

Deputy Superintendent Ramon Miramontes, Ed.D.

- ACCESS & CONNECTIONS Graduations
- Acknowledgment - Educational Services staff
- Acknowledgment – LCAP staff

Deputy Superintendent Renee Hendrick

- Next board meeting is Tuesday, June 18; submission deadline is June 5; and board packet delivery is June 13.
- County Board Members Services Conference, September 13-15 at the Hyatt Regency in Monterey
- CSBA Annual Conference, December 5-7, Anaheim
- Explore Academy

Report Out

Mr. Brenner reported, for closed sessions 1-3, the Board had discussions with legal counsel. No action was taken other than the approval of EBG invoices. Invoices 1157242, 1160730, and 1160731 were approved by a 5-0 vote.

LEGISLATIVE UPDATE

- Trustee Shaw – SB 907, Trustee Barke to attend the Assembly Education Committee on June 26.
- Trustee Barke – Comments on opposition to AB 1955

MINUTES  
Regular Meeting  
June 5, 2024

BOARD MEMBER COMMENTS

- Trustee Valdes – Nova Academy
- Trustee Sparks – Acknowledged parents
- Trustee Barke – Learn4Life graduation, gift from Karen Jaffe
- Trustee Shaw - Fullerton High School, Sunny Hills High School, and Troy High School graduations

ADJOURNMENT

On a motion duly made and seconded, the June 5, 2024, board meeting adjourned at 8:17 p.m.



Renee Hendrick  
Assistant Secretary, Board of Education

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Tim Shaw  
President, Board of Education

The next Regular Board Meeting will be on Tuesday, June 18, 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.

Individuals with disabilities in need of copies of the agenda and/or the agenda packet or auxiliary aides and services may request assistance by contacting Darou Sisavath, Board Clerk, at (714) 966-4012.

July 3, 2024

[ X ] Mailed [ ] Distributed at meeting

*OK*

**ORANGE COUNTY BOARD OF EDUCATION**

**BOARD AGENDA ITEM**

DATE: June 24, 2024

TO: Renee Hendrick, Deputy Superintendent

FROM: Analee Kredel, Chief of Special Education Services

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 and the Division of Special Education Services 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.

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RECOMMENDATION:

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

AK:rc

Pages 12-15 removed (CONFIDENTIAL STUDENT INFORMATION)

July 3, 2024

[ X] Mailed [ ] Distributed at meeting

**ORANGE COUNTY DEPARTMENT**

*EW*

**BOARD AGENDA ITEM**

DATE: July 3, 2024

TO: Renee Hendrick, Deputy Superintendent

FROM: Dean West, CPA, Associate Superintendent, Business Services

SUBJECT: Certificates of Merit

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Attached is a letter and certificate of merit, which we propose to send to Bridget Kaub, board member from the Huntington Beach City School District, who resigned from her position effective June 1, 2024.

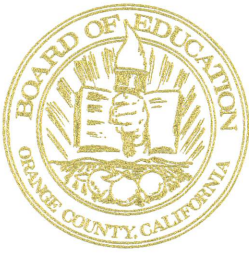
Also attached is a letter and certificate of merit, which we propose to send to the family of Anna Piercy, board member from the Anaheim Union High School District. Trustee Anna Piercy passed away on May 6, 2024.

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**RECOMMENDATION:**

Approve the signing of the certificates of merit and letters of commendation for Bridget Kaub and family of Anna Piercy.

DW:mi



# ORANGE COUNTY BOARD OF EDUCATION

JORGE VALDES, ESQ., DISTRICT 1  
MARI BARKE, DISTRICT 2  
KEN L. WILLIAMS, D.O., DISTRICT 3

Tim Shaw, District 4  
LISA SPARKS, PH.D., DISTRICT 5  
AL MIJARES, PH.D., SECRETARY

July 3, 2024

Bridget Kaub  
421 18th Street  
Huntington Beach, CA 92648

Dear Bridget,

On behalf of the Orange County Board of Education, I would like to thank you for your twelve years of service as a member of the Huntington Beach City School District Board of Education.

Please accept the enclosed Certificate of Merit as our sincere appreciation for your contributions to the Huntington Beach City School District. We wish you all the best in your future endeavors.

Sincerely,

Tim Shaw  
Board President

TS:mi

Enclosure



# *Certificate of Merit*

*awarded to*

## *Bridget Kaub*

*who served as a trustee for the*

*Huntington Beach City School District*

*for the years*

**2012-2024**

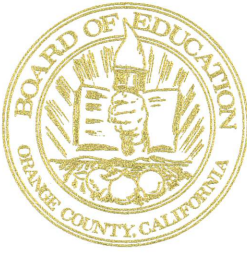
*This certificate is awarded in recognition and appreciation of*

**Distinguished Service**

*rendered to public education in California  
and to the schools of Orange County.*

President, Orange County Board of Education

County Superintendent of Schools



# ORANGE COUNTY BOARD OF EDUCATION

JORGE VALDES, ESQ., DISTRICT 1  
MARI BARKE, DISTRICT 2  
KEN L. WILLIAMS, D.O., DISTRICT 3

Tim Shaw, District 4  
LISA SPARKS, PH.D., DISTRICT 5  
AL MIJARES, PH.D., SECRETARY

July 3, 2024

The Family of Anna Piercy  
9869 Spruce Court  
Cypress 90630

Dear Family Members,

On behalf of the County Board of Education and the County Department of Education, let me indicate that it is with regret that we have learned of Trustee Piercy's untimely passing.

Her contribution to public education, through her service as a board member for nearly eighteen years is a credit to her willingness to put the highest priority on the educational needs of her community. She more than earned the gratitude of every citizen who understands the importance of a sound educational system.

Please accept the enclosed Certificate of Merit as our sincere appreciation for the many things that she did for the Anahuem Union High School District.

Sincerely,

Tim Shaw  
Board President

TS:mi

Enclosure





# *Certificate of Merit*

*awarded to*

## *Anna L. Piercy*

*who served as a trustee for the*

*Anaheim Union High School District*

*for the years*

**2006-2024**

*This certificate is awarded in recognition and appreciation of*

**Distinguished Service**

*rendered to public education in California  
and to the schools of Orange County.*

President, Orange County Board of Education

County Superintendent of Schools

RV

**ORANGE COUNTY DEPARTMENT OF EDUCATION**

**BOARD AGENDA ITEM**

DATE: July 3, 2024  
TO: Renee Hendrick, Deputy Superintendent  
FROM: David Giordano, Associate Superintendent  
SUBJECT: Apportionment of Federal Forest Reserve Receipts

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**BACKGROUND:**

Funds are received each year from the United States Government from forest reserves to be used by school districts of the County within or adjacent to a United States Forest Reserve. Section 2300 of the Education Code indicates that upon approval of the County Board of Education, the County Superintendent of Schools may retain 15% of the funds and shall apportion 85% of these funds to such school districts.

The following apportionment is based on the same proportion of land of the Cleveland National Forest that exists in the component district:

Capistrano Unified	2.80%	\$ 852.58
Orange Unified	31.52%	9,597.58
Rancho Santiago Community College	15.77%	4,801.84
South OC Community College	12.57%	3,827.46
Saddleback Valley Unified	22.34%	6,802.35
Orange County Department of Education	<u>15.00%</u>	4,567.38
Total	100.00%	\$ 30,449.19

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**RECOMMENDATION:**

Approve apportionment of Federal Forest Reserve receipts in the amount of \$30,449.19

July 3, 2024

ORANGE COUNTY BOARD OF

[ X ] Mailed [ ] Distributed at meeting

BOARD AGENDA

*EA*

**DATE:** July 3, 2024

**TO:** Renee Hendrick, Deputy Superintendent

**FROM:** Aracely Chastain, Director, Charter Schools

**SUBJECT:** Public Hearing – Ednovate-OC College Prep Countywide Charter Petition

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**DESCRIPTION:**

On April 15, 2024, Ednovate Inc., a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate Ednovate-OC College Prep. The Orange County Board of Education held a public hearing on June 5, 2024, to consider the level of support for the charter school.

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**RECOMMENDATION:**

Per California Education Code, on July 3, 2024, the Orange County Board of Education shall hold a public hearing to grant or deny the Ednovate-OC College Prep 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 June 18, 2024.



# MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

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June 18, 2024

**To:** Members, Orange County Board of Education

**From:** Orange County Department of Education Charter Schools Unit

**Re:** Staff Recommendations and Findings – Ednovate-OC College Prep

## INTRODUCTION

The following is a summary of the review conducted by Orange County Department of Education staff of the countywide charter school petition submitted by Ednovate Inc., proposing to establish Ednovate-OC College Prep as a countywide charter school serving students in grades 9-12, 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 if all parties agree to the extension. Board action is scheduled for the regular meeting on July 3, 2024.

Based on information gathered throughout the review process, including a clarification meeting held with petitioners on May 21, 2024, Orange County Department of Education staff recommend approval of the Ednovate-OC College Prep countywide charter petition.

## I. BACKGROUND

On April 15, 2024, the Board received a countywide charter school petition from Ednovate Inc., a California nonprofit public benefit corporation, proposing to establish Ednovate-OC College Prep. Ednovate Inc. operates one charter school in Orange County and six in Los Angeles County. Ednovate-OC College proposes to begin serving 125 students in grade nine in the 2025-26 academic year, expanding each year across four campuses to 1,530 students by 2029-30.

The charter operator notified four school districts of intent to open facilities: Capistrano Unified, Garden Grove Unified, Santa Ana Unified, and Tustin Unified.

On June 5, 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.

## II. 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.

### **III. SUMMARY OF FINDINGS**

The Ednovate-OC College Prep charter petition and all related information received concerning the charter petition were reviewed and considered, including information presented at the public hearing. The Ednovate-OC College Prep charter petition meets the Education Code section 47605.6 standards. The educational program to be provided by the charter school 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.

### **IV. STAFF RECOMMENDATION**

Orange County Department of Education staff recommend that the Board approve the Ednovate Inc. petition to establish Ednovate-OC College Prep as a countywide charter school for a term of five years from July 1, 2025, to June 30, 2030, and approve the standard Agreement that delineates the operational relationship between the parties with the understanding that charter school will enter into said Agreement by December 2024.

### **V. CONCLUSION**

The Board 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 petitioners to meet the conditions as specified.
- Option Three: Deny the charter petition.

\* \* \*

ORANGE COUNTY BOARD OF  
BOARD AGENDA IT

Item: Charter Schools #13

July 3, 2024

[ X ] Mailed [ ] Distributed at meeting

RJA

**DATE:** July 3, 2024  
**TO:** Renee Hendrick, Deputy Superintendent  
**FROM:** Aracely Chastain, Director, Charter Schools  
**SUBJECT:** Board Action – Ednovate-OC College Prep Countywide Petition

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**DESCRIPTION:**

On April 15, 2024, Ednovate Inc., a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate Ednovate-OC College Prep. Per California Education Code 47605.6, the Orange County Board of Education held public hearings on June 5, 2024, and July 3, 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 Ednovate-OC College Prep petition to operate as a countywide charter school for an initial five-year term from July 1, 2025, to June 30, 2030.

**RESOLUTION AND WRITTEN FINDINGS  
OF THE ORANGE COUNTY BOARD OF EDUCATION  
TO APPROVE THE PETITION FOR A COUNTYWIDE CHARTER SCHOOL  
FOR EDNOVATE-OC COLLEGE PREP**

**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 April 15, 2024, the Orange County Board of Education (“Board”) received a petition from Ednovate, Inc., a California nonprofit public benefit corporation, for the operation of Ednovate-OC College Prep (“Petition”);

**WHEREAS**, on June 18, 2024, the Board held a public hearing on the Petition and received public comment thereon;

**WHEREAS**, on June 18, 2024, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

**WHEREAS**, on July 3, 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 Ednovate-OC College Prep 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 Ednovate, Inc., a California nonprofit public benefit corporation, for the operation of Ednovate-OC College Prep for an initial charter term from July 1, 2025 through June 30, 2030;

**BE IT FURTHER RESOLVED** that the Board approves the standard Agreement with the understanding that Ednovate-OC College Prep will enter into said Agreement that addresses the operational relationship between the School, the Board and OCDE no later than the Board’s regularly scheduled meeting in December 2024. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in December 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, Mari Barke, 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 3rd day of July 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**

<b>STANDARD TEMPLATE</b>
------------------------------

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 10<sup>th</sup> day of each month, and the second withdrawal will take place at the end of each month.

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

#### E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

#### F. Oversight Fees

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

#### G. Insurance and Liability

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

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

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

#### H. Human Resources

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

#### I. Contracts

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

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

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

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

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

#### J. Facilities Agreement

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

#### K. Zoning and Occupancy

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



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

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 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 EDNOVATE-OC COLLEGE PREP**

**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 April 15, 2024, the Orange County Board of Education (“Board”) received a petition from Ednovate, Inc., a California nonprofit public benefit corporation, for the operation of Ednovate-OC College Prep (“Petition”);

**WHEREAS**, on June 18, 2024, the Board held a public hearing on the Petition and received public comment thereon;

**WHEREAS**, on June 18, 2024, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

**WHEREAS**, on July 3, 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 Ednovate-OC College Prep 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 June 18, 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 Ednovate, Inc., a California nonprofit public benefit corporation, for the operation of Ednovate-OC College Prep for an initial charter term from July 1, 2025 through June 30, 2030;

**BE IT FURTHER RESOLVED** that the approval of the Petition is subject to conditions that address the findings as specified by the Board at the July 3, 2024 board meeting. To satisfy the conditions, Petitioner and Board must fully execute an Agreement that addresses all of the findings, as well as the operational relationship between the School, the Board,

and OCDE, no later than the Board's regularly scheduled meeting in December 2024. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in December 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, Mari Barke, 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 3rd day of July 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 EDNOVATE-OC COLLEGE PREP**

**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 April 15, 2024, the Orange County Board of Education (“Board”) received a petition from Ednovate, Inc., a California nonprofit public benefit corporation, for the operation of Ednovate-OC College Prep (“Petition”);

**WHEREAS**, on June 18, 2024, the Board held a public hearing on the Petition and received public comment thereon;

**WHEREAS**, on June 18, 2024, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

**WHEREAS**, on July 3, 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 denies the Petition for the establishment of a charter school based on the following findings that the Board has determined justify the denial of the Petition under Education Code section 47605.6(a)(1) and/or (b)(1)-(b)(7):

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**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 are 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, Mari Barke, 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 3rd day of July 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 # \_\_\_\_\_

July 3, 2024

ORANGE COUNTY BOARD OF

[ X ] Mailed [ ] Distributed at meeting

BOARD AGENDA ITEM

24

**DATE:** July 3, 2024

**TO:** Renee Hendrick, Deputy Superintendent

**FROM:** Aracely Chastain, Director, Charter Schools

**SUBJECT:** Public Hearing – Orange County Classical Academy Material Revision

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**DESCRIPTION:**

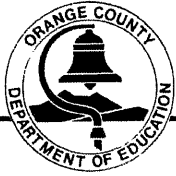
Orange County Classical Academy is a countywide charter school serving transitional kindergarten through grade twelve students. On May 13, 2024, the charter school submitted a material revision to add two school facilities within the boundaries of Orange Unified School District at 2190 N. Canal St., Orange, CA, 92869, and Santa Ana Unified School District at 2130 N. Grand Ave., Santa Ana.

Orange County Board of Education held a public hearing on June 18, 2024, to consider the level of support for the material revision.

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**RECOMMENDATION:**

Per California Education Code, on July 3, 2024, the Orange County Board of Education shall hold a public hearing to grant or deny the Orange County Classical Academy amended charter school petition and material revision. 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 June 18, 2024.



# MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

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June 18, 2024

**To:** Members, Orange County Board of Education

**From:** Orange County Department of Education Charter Schools Unit

**Re:** Staff Recommendations and Findings – Orange County Classical Academy  
Material Revision

## I. INTRODUCTION

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

Orange County Department of Education staff recommends approval of the Orange County Classical Academy material revision.

## II. BACKGROUND

The Board approved the Orange County Classical Academy charter petition for a five-year term from July 1, 2022, to June 30, 2027, extended by one year through legislation to 2028. Orange County Classical Academy is a countywide charter school approved to serve transitional kindergarten through grade twelve students.

On May 13, 2024, Orange County Classical Academy submitted a material revision requesting to expand operations by adding facilities within the boundaries of Orange Unified and Santa Ana Unified School Districts. A public hearing will be held on June 18, 2024, to consider the level of support for the material revision.

## III. LEGAL STANDARD

Material revisions of charter schools are governed by the standards and criteria described in Education Code section 47605 and shall include but not be limited to a reasonably comprehensive description of any new requirements of charter schools enacted into law after the charter was initially granted or last renewed. Specifically:

“After receiving approval of its petition, a charter school that proposes to establish operations at additional sites within the geographic boundaries of the county board of education shall notify the school districts where those sites will be located. The charter school shall also request a material revision of its charter by the county

board of education that approved its charter, and the county board of education shall consider whether to approve those additional locations at an open, public meeting held no sooner than 30 days following notification of the school districts where the sites will be located.”

Orange County Classical Academy notified Orange Unified and Santa Ana Unified School Districts on March 8, 2024, and May 9, 2024.

Additionally, Education Code 47605.6 states:

“In the event of a drawing, the county board of education shall make reasonable efforts to accommodate the growth of the charter school and, in no event, shall take action to impede the charter school from expanding enrollment to meet pupil demand. Per the education code, expanding operations by adding facilities by a charter school shall be approved by the chartering authority at a public hearing.”

#### **IV. SUMMARY OF FINDINGS**

Orange County Department of Education staff determined that the revised Orange County Classical Academy charter petition meets the standards outlined in Education Code sections 47605 and 47607. The proposed material revision will allow the school to address the waiting list and add high school grade levels per the approved charter.

#### **V. STAFF RECOMMENDATION**

Orange County Department of Education staff recommend that the Board approve Orange County Classical Academy’s material revision to add two additional facilities, one within the boundaries of Orange Unified School District and one within Santa Ana Unified School District.

#### **VI. CONCLUSION**

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

- Option One: Approve the material revision.
- Option Two: Approve the material revision with conditions. This action would result in the approval of the revised charter petition and require the charter school to address concerns raised by the Board by established timelines.
- Option Three: Deny the material revision.

\* \* \*

July 3, 2024

[ X] Mailed [ ] Distributed at meeting

**ORANGE COUNTY BOARD OF**

**BOARD AGENDA ITEM**

24

**DATE:** July 3, 2024

**TO:** Renee Hendrick, Deputy Superintendent

**FROM:** Aracely Chastain, Director, Charter Schools

**SUBJECT:** Board Action – Orange County Classical Academy Material Revision

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**DESCRIPTION:**

On May 13, 2024, Orange County Classical Academy submitted a material revision requesting to expand operations by adding facilities within the boundaries of Orange Unified and Santa Ana Unified School Districts.

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**RECOMMENDATION:**

Orange County Department of Education staff recommend that the Board approve Orange County Classical Academy's material revision to add two additional facilities, one within the boundaries of Orange Unified School District and one within Santa Ana Unified School District.

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: July 3, 2024  
TO: Renee Hendrick, Deputy Superintendent  
FROM: Darou Sisavath, Board Recording Clerk  
SUBJECT: Board Memberships – CBMS, 2024-2025

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RECOMMENDATION:

Approve disbursement of funds for Orange County Board of Education professional organization membership dues in the amount of \$5,643.00 for CSBA County Board Member Services (CBMS) , 2024-2025 fiscal year.

NB:ds

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: July 3, 2024  
TO: Renee Hendrick, Deputy Superintendent  
FROM: Darou Sisavath, Board Recording Clerk  
SUBJECT: Board Membership – OCSBA, 2024-2025

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RECOMMENDATION:

Approve disbursement of funds for Orange County Board of Education professional organization membership dues in the amount of \$250.00 for Orange County School Boards Association (OCSBA), 2024-2025 fiscal year.

*RS*

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: July 3, 2024  
TO: Renee Hendrick, Deputy Superintendent  
FROM: Darou Sisavath, Board Recording Clerk  
SUBJECT: Board Membership – PTA, 2024-2025

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RECOMMENDATION:

Approve disbursement of funds for Orange County Board of Education professional organization membership dues in the amount of \$50.00 for PTA, 2024-2025 fiscal year.



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ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

DATE: July 3, 2024  
TO: Renee Hendrick, Deputy Superintendent  
FROM: Darou Sisavath, Board Recording Clerk  
SUBJECT: Registration and Travel for Board Members – CSBA and CBMS

In accordance with specified statutory regulations, County Board Members are reimbursed for expenses incurred when attending education related events/meetings. In order to simplify these reimbursement procedures, it is requested that approval be given for advance payment of fees as required by meeting sponsor.

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RECOMMENDATION:

Approve registration and travel for Board Members to attend education related events/meetings sponsored by California School Boards Association (CSBA) and CSBA County Board Member Services (CBMS) , effective July 1, 2024 for the 2024-2025 fiscal year

ORANGE COUNTY BOARD OF

RA

BOARD AGENDA ITEM

DATE: July 3, 2024  
TO: Renee Hendrick, Deputy Superintendent  
FROM: Darou Sisavath, Board Recording Clerk  
SUBJECT: Registration and Travel for Board Members – CCSA

In accordance with specified statutory regulations, County Board Members are reimbursed for expenses incurred when attending education related events/meetings. In order to simplify these reimbursement procedures, it is requested that approval be given for advance payment of fees as required by meeting sponsor.

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RECOMMENDATION:

Approve registration and travel for Board Members to attend education related events/meetings sponsored by California Charter Schools Association (CCSA), effective July 1, 2024 for the 2024-2025 fiscal year.

24

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

DATE: July 3, 2024  
TO: Renee Hendrick, Deputy Superintendent  
FROM: Darou Sisavath, Board Recording Clerk  
SUBJECT: Registration and Travel for Board Members – OCSBA

In accordance with specified statutory regulations, County Board Members are reimbursed for expenses incurred when attending education related events/meetings. In order to simplify these reimbursement procedures, it is requested that approval be given for advance payment of fees as required by meeting sponsor.

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RECOMMENDATION:

Approve registration and travel for Board Members to attend education related events/meetings sponsored by Orange County School Boards Association (OCSBA), effective July 1, 2024 for the 2024-2025 fiscal year.

ORANGE COUNTY BOARD (

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BOARD AGENDA ITEM

DATE: July 3, 2024

TO: Renee Hendrick, Deputy Superintendent

FROM: Darou Sisavath, Board Recording Clerk

SUBJECT: Registration and Travel for Board Members – National Alliance for Public Charter Schools

In accordance with specified statutory regulations, County Board Members are reimbursed for expenses incurred when attending education related events/meetings. In order to simplify these reimbursement procedures, it is requested that approval be given for advance payment of fees as required by meeting sponsor.

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RECOMMENDATION:

Approve registration and travel for Board Members to attend education related events/meetings sponsored by National Alliance for Public Charter Schools, effective July 1, 2024 for the 2024-2025 fiscal year.

24

ORANGE COUNTY BOARD C

BOARD AGENDA ITEM

DATE: July 3, 2024  
TO: Renee Hendrick, Deputy Superintendent  
FROM: Darou Sisavath, Board Recording Clerk  
SUBJECT: Cash Advances for Board Members

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RECOMMENDATION:

Approve Board conference attendance cash advances for the 2024-2025 fiscal year. Cash advances must meet the same policy criteria as department employees and the following:

- Board travel must be pre-approved
- Request must be originated by the Board Member
- Advance amount is limited to no more than 75% of expenses the traveler estimates he/she will have to pay out of pocket while traveling

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

**DATE:** July 3, 2024  
**FROM:** Orange County Board of Education Executive Committee  
**SUBJECT:** Senate Bill ("SB") 907

On February 7, 2024, the Orange County Board of Education passed a resolution opposing SB 907. Board members appeared before the California Senate Elections Committee, California Senate Education Committee, California Senate Appropriations Committee, California Assembly Elections Committee and California Assembly Education Committee. SB 907's principal author, Sen. Josh Newman, agreed to amend SB 907 to move Board elections from the primary election cycle to the general election cycle, however, there would be no additional trustees, nor redistricting until after the 2030 decennial federal census.

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**RECOMMENDATION:**

The Board adopt a motion authorizing Sheehy Strategy Group to issue a public letter to the legislature and Governor's office removing opposition to SB 907 pending amendment of the bill with the agreed-upon language.