

REGULAR MEETING
November 5, 2025
3:30 p.m.

[X] Mailed [] Distributed at meeting



Location: Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626
YouTube Livestream: https://youtube.com/live/LK8SecRd_cM?feature=share

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 November 5, 2025 – Adoption

(*) MINUTES

Regular Meeting of October 8, 2025 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) - Student #11052025001I – Orange Unified School District to Newport-Mesa Unified School District.
2. Inter-district Appeal Hearing (Closed) – Student #11052025002I - Santa Ana Unified School District to Newport-Mesa Unified School District.
3. Inter-district Appeal Hearing (Closed) – Student #11052025003I - Ocean View School District to Huntington Beach City School District.

INVOCATION

5:00 p.m.

Pastor Craig Hill
Taft Avenue Community Church in Orange

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS (General)

PRESENTATIONS

4. Presentation - Association of California County Boards of Education (ACCBE)
5. AI Framework – Jonathan Swanson, Executive Director, Educational Services & Wes Kriesel, AI Education Lead

CONSENT CALENDAR

- (*) 6. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (*) 7. Accept the 1st Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of July 1 to September 30, 2025.
- (*) 8. Accept the monetary donation of \$10,000 from Tony Roy to the Connections Division and send a letter of appreciation to the donor.
- (*) 9. Accept the monetary donation of \$5,000 from Sandy Fainbarg to the Connections Division and send a letter of appreciation to the donor.
- (*) 10. Accept the monetary donation of \$5,000 from Nancy and Irv Chase to the Connections Division and send a letter of appreciation to the donors.
- (*) 11. Accept the monetary donation of \$2,000 from The Suburban Optimist Club to the Connections Division and send a letter of appreciation to the donor.

CHARTER SCHOOLS

12. Charter submissions
- (*) 13. Charter School Public Hearing – Nova Academy OC
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.

Discussion Format:
Nova Academy OC
Public Comments
Board Questions
- (*) 14. Board Action – Nova Academy OC

BOARD RECOMMENDATIONS

15. Presentation – Overview of Charter Oversight depth and scope of academic support provided to charter schools.
16. Board Discussion: Consider requesting Dr. Bean create a committee of OCDE to evaluate charter school academic performance and proposed best practices to raise test scores and overall performance.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Board Liaison

ANNOUNCEMENTS

- Superintendent
- Deputy Superintendent

LEGISLATIVE UPDATES

COMMITTEE REPORT

BOARD MEMBER COMMENTS

CLOSED SESSION(S) PUBLIC REPORT OUT

ADJOURNMENT



Renee Hendrick
Assistant Secretary, Board of Education

Next Regular Board Meeting - Wednesday, December 3, 2025, at 5:00 p.m.

Location - Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626
and via YouTube Livestream

Individuals with disabilities requiring special accommodations, including agenda or agenda packet materials in alternative formats or auxiliary aids and services, may request assistance by contacting Darou Sisavath, Board Clerk, at (714) 966-4012.

(*) Printed items are included in materials mailed to Board Members.

MINUTES
Regular Meeting
October 8, 2025

[X] Mailed [] Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION
MINUTES

WELCOME

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by President Barke at 4:02 p.m., October 8, 2025, in the Board Room, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream https://youtube.com/live/6_ikVKvYWak?feature=share.

ROLL CALL

Present:

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

Following roll call, Trustee Williams exited the meeting at 4:03 p.m. He rejoined the meeting at 5:04 p.m., subsequent to the interdistrict appeals closed session.

AGENDA

Motion by Valdes, seconded by Sparks and carried by a vote of 4-0 (Williams absent) to approve the agenda of the Regular meeting of October 8, 2025.

MINUTES

Motion by Sparks, seconded by Valdes and carried by a vote of 4-0 (Williams absent) to approve the minutes of the Regular meeting of September 3, 2025.

PUBLIC COMMENTS (related to Closed Session) - None

The Board recessed into closed session at 4:04 p.m. to conduct student appeals, followed by closed session items.

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) - Student #10082025002I – Newport-Mesa Unified School District to Huntington Beach City School District.

Motion by Barke, seconded by Sparks and carried by a roll call vote of 4-0 (Williams Absent) to approve the appeal and allow the student to attend the Huntington Beach City School District for the period of one academic year (2025-2026).

2. Inter-district Appeal Hearing (Closed) – Student #10082025003I - Capistrano Unified School District to Saddleback Valley Unified School District.

Motion by Barke, seconded by Sparks and carried by a roll call vote of 4-0 (Williams Absent) to approve the appeal and allow the student to attend the Saddleback Valley Unified School District for the period of one academic year (2025-2026).

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (d)(1) of Section 54956.9): Chino Valley Unified School District et al v. Gavin Newsom Case 2:24-cv-01941-DJC-JDP

The Board reconvened to open session at 5:04 p.m.

INVOCATION

Nelson Cook
Coaches of Influence

PLEDGE OF ALLEGIANCE

Arvin Saddadi, Student
Sam Sabounchi, Student

INTRODUCTIONS

None

PUBLIC COMMENTS (General)

- Tiffany
- Heidi
- Birgitta
- Mrs. Green
- Karen

PRESENTATIONS

3. Civics Bee Championship Presentation - Arlo Fravien, State Civics Bee Winner

Trustee Sparks shared an overview of the National Civics Bee program, and the Board proudly recognized Arlo Fravien, an exceptional 8th grader from Walton Intermediate School and the 2025 California State Civics Bee Champion. Arlo, joined by his father Romain Fravien, received a certificate of recognition for his outstanding achievement and inspiring commitment to civic engagement.

CONSENT CALENDAR

Motion by Williams, seconded by Sparks and carried by a roll call vote of 5-0 to approve Consent Calendar items #4 and #5.

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

5. Accept the \$9,533.00 donation from SchoolsFirst Federal Credit Union in support of the 2025 ACCESS Staff and Leadership Staff Development materials.

CHARTER SCHOOLS

6. Charter submissions – No new submissions.
7. Charter School Public Hearing – California Republic Leadership Academy Orange County
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Gary Davis, Executive Director & Founder
8. Motion by Barke, seconded by Sparks and carried by a vote of 5-0 to approve Option I for California Republic Leadership Academy Orange County.

BOARD RECOMMENDATIONS

9. Motion by Valdes, seconded by Williams and carried by a vote of 5-0 to approve the revised Charter Schools MOU – Complaint Process.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Salary Increases over \$10,000 in accordance with Education Code 1302 and board policy 100-10

ANNOUNCEMENTS

- Superintendent
 - 5-3-1 Initiatives
 - Integrating Artificial Intelligence - AI Lead Wes Kriesel presented OCDE's AI framework to CISC, highlighting countywide integration and district support.
 - Career Technical Education (CTE) - CTE participation grew from 8,000 in 2023 to over 11,000 in 2024, showing strong progress toward OCDE's college and career readiness goals.
 - Instructional Focus - Central to the 5-3-1 initiative, emphasizing literacy and the science of reading through statewide support and collaboration.
 - USA 250 Celebration - OCDE and partners launched a theme song competition for high school students, with winning songs featured in the 2026 national celebrations.
 - Model Curriculum Recognition - Dr. Marika Manos and Dr. Tao presented OCDE's Vietnamese, Cambodian, and Hmong model curriculum to the California State Board of Education, earning strong recognition for their work.
 - Recognition - Chief Technology Officer Carl Fong's feature in California School Business Officials magazine and his 40 years of service.
 - Digital Directory - Accessible via QR code; optimized for mobile use.

- Warming Hearts Program - Continuation of the long-running “Warming Hearts” holiday program supporting underserved families.
- Deputy Superintendent
 - Williams Annual Report letter
 - Next board meeting is on Wednesday, November 5, 2025; submission deadline is October 22; board packet delivery is October 31
- Board Liaison Update – Brandon Guevara
 - Strengthened ties with charter schools and community groups; advanced plans for a Board newsletter; engaged with the ACCBE on statewide priorities; expanded outreach with groups like Olive Crest and the Freedom Committee; and promoted new Board recognition certificates for community impact.

LEGISLATIVE UPDATE

- Trustee Shaw - Governor Newsom signed AB 715 combating antisemitism; AB 84, opposing school choice, was defeated; support for SB 414 promoting school freedom.

BOARD MEMBER COMMENTS

- Trustee Sparks – Attended the Olive Crest event, highlighting community impact and positive collaboration.
- Trustee Barke - Attended the Heroes Lunch and CSDC Conference with charter leaders; spoke at the Reagan Library on education and school choice; recognized CRLA’s countywide charter expansion.

CLOSED SESSION(S) PUBLIC REPORT OUT

- Mr. Greg Rolen, General Counsel, reported, in Closed Session Item #1, the Board received a report on existing litigation; no action taken.

ADJOURNMENT

On a motion duly made and seconded, the October 8, 2025, board meeting adjourned at 6:05 p.m.



Renee Hendrick
Assistant Secretary, Board of Education

Mari Barke
President, Board of Education

Next Regular Board Meeting – Wednesday, November 5, 2025

Location - Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube Livestream

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Item: Consent Calendar #6

November 5, 2025

EW

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: November 5th, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: Maria Martinez-Poulin Ed.D., Chief of Alternative Education - ACCESS
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.

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.

MMP

Pages 9-10 removed (CONFIDENTIAL STUDENT INFORMATION)

November 5, 2025

ORANGE COUNTY BOARD (☒ Mailed ☐ Distributed at meeting *RA*

BOARD AGENDA ITEM

DATE: November 5, 2025

TO: Renee Hendrick, Deputy Superintendent of Operations

FROM: Sandra Lee, Ed.D., Associate Superintendent

SUBJECT: Acceptance of 1st Quarter Report on Williams Uniform Complaints for the Orange County Department of Education ACCESS and Connections

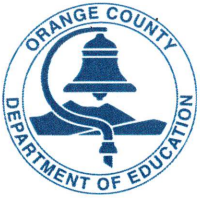
California Education Code section 35186(d) requires that school districts and county operated programs report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The enclosed report indicates that no complaints were filed for ACCESS or Connections schools during the period of July 1 to September 30, 2025.

RECOMMENDATION:

Accept the 1st Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of July 1 to September 30, 2025.

SL:ag



Orange County Department of Education
Educational Services Division

Williams Settlement Legislation
First Quarter Report on Williams Uniform Complaints
July 1 – September 30, 2025

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

Orange County Department of Education ACCESS and Connections

ACCESS Schools

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

Connections Schools

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

November 5, 2025

RA

ORANGE COUNTY DEPARTMENT C ☒ Mailed ☐ Distributed at meeting
BOARD AGENDA ITEM

DATE: November 5, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Analee Kredel, Associate Superintendent, Connections

SUBJECT: Acceptance of Donation

Tony Roy donated \$10,000 to Connections Division.

RECOMMENDATION:

Accept the monetary donation of \$10,000 from Tony Roy to the Connections Division and send a letter of appreciation to the donor.

November 5, 2025

RW

ORANGE COUNTY DEPARTMENT [X] Mailed [] Distributed at meeting
BOARD AGENDA ITEM

DATE: November 5, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Analee Kredel, Associate Superintendent, Connections

SUBJECT: Acceptance of Donation

Sandy Fainbarg donated \$5,000 to Connections Division.

RECOMMENDATION:

Accept the monetary donation of \$5,000 from Sandy Fainbarg to the Connections Division and send a letter of appreciation to the donor.

Item: Consent Calendar #10

November 5, 2025

R/K

**ORANGE COUNTY DEPARTMENT
BOARD AGENDA I**

☒ Mailed ☐ Distributed at meeting

DATE: November 5, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Analee Kredel, Associate Superintendent, Connections

SUBJECT: Acceptance of Donation

Nancy & Irv Chase donated \$5,000 to Connections Division.

RECOMMENDATION:

Accept the monetary donation of \$5,000 from Nancy and Irv Chase to the Connections Division and send a letter of appreciation to the donors.

November 5, 2025

**ORANGE COUNTY DEPARTMENT
BOARD AGENDA ITEM**

[X] Mailed [] Distributed at meeting

DATE: November 5, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Analee Kredel, Associate Superintendent, Connections

SUBJECT: Acceptance of Donation

The Suburban Optimist Club donated \$2,000 to Connections Division.

RECOMMENDATION:

Accept the monetary donation of \$2,000 from The Suburban Optimist Club to the Connections Division and send a letter of appreciation to the donor.

ORANGE COUNTY BOARD OF I

November 5, 2025

BOARD AGENDA ITE

☒ Mailed ☐ Distributed at meeting

DATE: November 5, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Hearing –NOVA Academy OC Countywide Charter Petition

DESCRIPTION:

On July 11, 2025, NOVA Academy, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate NOVA Academy OC. The Orange County Board of Education held a public hearing on September 3, 2025, to consider the level of support for the charter school.

RECOMMENDATION:

Per California Education Code, on November 5, 2025, the Orange County Board of Education shall hold a public hearing to grant or deny the NOVA Academy OC 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 October 21, 2025.

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

Item: Charter Schools #14
November 5, 2025
[X] Mailed [] Distributed at meeting *RH*

DATE: November 5, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Executive Director, Charter Schools
SUBJECT: Board Action – NOVA Academy OC Countywide Petition

DESCRIPTION:

On July 11, 2025, NOVA Academy, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate NOVA Academy OC. Per California Education Code 47605.6, the Orange County Board of Education held public hearings on September 3, 2025 and November 5, 2025.

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 findings outlined in the staff report 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 with conditions the NOVA Academy OC petition to operate as a countywide charter school for an initial 5-year term from July 1, 2026, to June 30, 2031.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

October 21, 2025

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

I. INTRODUCTION

This report summarizes the review conducted by Orange County Department of Education (OCDE) staff regarding the petition submitted by NOVA Academy to establish NOVA Academy OC as a countywide charter school. The report also provides staff's recommendations for consideration by the Orange County Board of Education (the Board).

Under Education Code section 47605.6, the Board must act to either grant or deny the charter within 90 days of its receipt, unless the timeline is extended by up to 30 days by mutual agreement.

Based on the review, including clarification meetings with petitioners on September 8, 2025 and October 16, 2025, Orange County Department of Education staff recommends approval of the NOVA Academy OC countywide charter petition for a five-year term with conditions in place to ensure strong accountability and to address concerns identified in this report.

II. BACKGROUND

On July 11, 2025, the Board received a petition from NOVA Academy, a California nonprofit public benefit corporation, proposing to establish NOVA Academy OC as a countywide charter school serving grades 6–12 beginning in the 2026–27 academic year.

NOVA Academy operates a district-authorized charter school in Santa Ana: NOVA Academy Early College High School. The petitioners propose a new countywide charter school, with new students, intended to provide earlier intervention through a 6–12 model and expanded access to instructional supports.

On September 3, 2025, the Board held a public hearing to consider the provisions of the petition and to receive public comment regarding the level of support from teachers, parents/guardians, and school districts where facilities are proposed.

III. LEGAL STANDARD

The Charter Schools Act reflects a legislative preference for charters locally authorized by the district in which they operate. A county board of education may only approve a countywide charter school if it makes specific threshold findings, in addition to the legal standards and criteria under Education Code section 47605.6(b)(1)-(7). 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.”

Education Code section 47605.6(b)(1)-(7) states that a county 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.

If the Board denies a countywide charter petition, there is no appeal to the State Board of Education (Education Code section 47605.6(k)). Petitioners may instead submit a petition to a local school district under Education Code section 47605 or, in this case, seek a material revision to expand grade levels at their existing district-authorized charter. Should the Board take action to deny the charter school petition, the Board may adopt this Staff Report as written findings in support of the denial.

IV. SUMMARY OF FINDINGS

Staff's review identified the following:

1. Academic Concerns at Existing School

- Performance at NOVA Academy Early College High School highlights persistent weaknesses in mathematics, subgroup outcomes (English Learners, Students with Disabilities), and sustained declines on state assessments.
- CAASPP results over four years show declining proficiency in both English language arts and mathematics.
- In 2024–25, only 2.17% of students met or exceeded standards in mathematics, compared to 20.62% of 11th grade students in the Santa Ana Unified School District and 30.49% of 11th graders assessed statewide (CAASPP is administered on 11th grade at the high school level).
- Subgroup performance remains a concern: 0% of English Learners and Students with Disabilities met standards in mathematics on the 2025 CAASPP.
- English Learner Progress (ELPAC) percentage of “Proficient/Level 4” students declined for four consecutive years (39.58% → 31.82% → 28.79% → 18.33%).

2. Internal Benchmark Data (STAR Renaissance)

- While the 2024–25 assessment data demonstrate measurable improvement in English Language Arts, periodic dips in academic achievement in prior years make the sustainability of this growth trend uncertain. Similarly, although internal assessment data indicate improvement in mathematics, performance has been inconsistent, and gains have not translated into increased CAASPP proficiency. These patterns underscore the need for strengthened instructional supports and targeted interventions to ensure equitable and sustained academic growth across all content areas.

3. New School Context:

- The proposed school will serve new students beginning in middle school, allowing for earlier academic support and intervention, and will build on the school's strong record of student retention and stability.

- Petitioners have contracted with OCDE for technical assistance in 2025–26, providing external oversight and support for improvement.
- Staff find that approval with strong conditions will address concerns raised by performance at the existing high school and ensure the new school is accountable for measurable results from the outset.

4. Capacity:

- NOVA Academy Early College High School was approved for a five-year renewal by Santa Ana Unified School District (SAUSD) in October 2025.
- Petitioners and the school’s board have extensive governance and operational experience and have been in operation under the authorization of the SAUSD since 2005.
- The proposed budget and multi-year projections for NOVA Academy OC are reasonable and fiscally prudent for initial authorization. Enrollment, ADA, and cost assumptions are supportable; cash balances and fund balance targets meet or exceed recommended minimums; and the budget benefits from co-location/shared services with NOVA Academy Early College High School in Santa Ana.

V. CONDITIONS OF APPROVAL

If the Board approves the NOVA Academy OC countywide petition, staff recommend the following conditions to the charter agreement/MOU:

1. CAASPP Proficiency Benchmarks

- By year three, achieve ELA and mathematics proficiency rates for all students, including subgroups, at or above the district and state averages.
- All students, including subgroups, must show annual growth in proficiency in ELA and mathematics until performance meets or exceeds the district and state averages.
- Within 120 days of approval, submit a plan for the administration of SBAC formative assessments, including timing and frequency.

2. Internal Growth Measures

- Administer STAR Renaissance, or an equivalent approved verified assessment, in reading and mathematics three times annually (fall, winter, spring).
- Demonstrate average annual grade-equivalency growth of at least 1.5-2.0 years of progress per cohort, enabling students to accelerate toward grade-level proficiency.

3. Assessment Participation

- Maintain at least 95% participation annually on CAASPP, ELPAC, and verified local assessments.

4. Intervention & Support Plans

- Within 120 days of approval, submit an English Learner Master Plan and Special Education Annual Plan to OCDE for review and comment.
- Within 120 days of approval provide a list of standards-based curricula and instructional materials for core subjects, and supplemental curricula that address the specific needs of English language learners, to OCDE for review and comment.

5. Monitoring and Reporting

- Provide semiannual academic progress reports to OCDE, including local assessment results and CAASPP data when available, for all students and disaggregated by subgroup and grade level.
- Provide annual updates on interventions for students performing below grade level, including targeted supports for subgroups.

6. Facility Location Restrictions

- NOVA Academy Orange County shall not open or operate a facility within the boundaries of the SAUSD unless NOVA Academy Early College High School is either denied or not approved expansion to grades 6–8 through a material revision to the charter petition currently renewed by SAUSD on October 14, 2025. The petitioner must provide written documentation of such action or evidence of inaction to the Orange County Department of Education prior to establishing any facility within SAUSD boundaries. If a material revision to NOVA Early College High School charter petition is approved, NOVA Academy Orange County may operate within the boundaries of SAUSD as soon as July 1, 2028.

VI. STAFF RECOMMENDATION

OCDE staff recommend that the Board approve the NOVA Academy OC countywide charter petition for a five-year term with conditions as outlined above. These conditions provide a framework for accountability and ensure that the new school demonstrates measurable academic progress and equitable outcomes for all student groups.

VII. 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.
- Option Three: Deny the charter petition.

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

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 July 11, 2025, the Orange County Board of Education (“Board”) received a petition from Nova Academy, a California nonprofit public benefit corporation, for the operation of NOVA Academy (“Petition”);

WHEREAS, on September 3, 2025, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on October 21, 2025, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on November 5, 2025, 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 NOVA Academy OC 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 NOVA Academy, a California nonprofit public benefit corporation, for the operation of NOVA Academy OC;

BE IT FURTHER RESOLVED that the Board approves the standard Agreement with the understanding that NOVA Academy OC 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 March, 2026. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in March, 2026, 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., President 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 5th day of November 2025, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

President of the Orange County Board of Education

Resolution # _____

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

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 July 11, 2025, the Orange County Board of Education (“Board”) received a petition from NOVA Academy, a California nonprofit public benefit corporation, for the operation of NOVA Academy OC (“Petition”);

WHEREAS, on September 3, 2025, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on October 21, 2025, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on November 5, 2025, 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 NOVA Academy OC 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 October 21, 2025, 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 NOVA Academy, a California nonprofit public benefit corporation, for the operation of NOVA Academy OC for an initial charter term from July 1, 2026 through June 30, 2031.

BE IT FURTHER RESOLVED that the approval of the Petition is subject to conditions that address the findings as specified by the Board. 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 March 2026. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in March 2026, 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, President 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 5th day of November 2025, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

President 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 NOVA ACADEMY OC**

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 July 11, 2025, the Orange County Board of Education (“Board”) received a petition from NOVA Academy, a California nonprofit public benefit corporation, for the operation of NOVA Academy OC (“Petition”);

WHEREAS, on September 3, 2025, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on October 21, 2025, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on November 5, 2025, 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):

- The Charter School presents an unsound educational program for the pupils to be enrolled in the charter school.
- The Petition does not contain reasonably comprehensive descriptions of the required elements.

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, Mari Barke, President 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 5th day of November 2025, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

President of the Orange County Board of Education

Resolution # _____

AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION
AND
NOVA ACADEMY
FOR THE OPERATION OF NOVA ACADEMY OC

This Agreement is made and entered into this 5th day of November 2025, by and between the Orange County Board of Education (“Board”) and NOVA Academy, a nonprofit public benefit corporation operating NOVA Academy OC (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 July 1, 2026, through June 30, 2031.
- 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.). NOVA Academy 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 NOVA Academy 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 November 5, 2025, 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.
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.
3. Sound Educational Program: Charter School shall maintain courses of study, curriculum and

teaching methods fully compliant with state and federal law. Such compliance includes, but is not limited to, requiring adherence to all applicable anti-discrimination laws, including, but not limited to, Title VI of the Civil Right Act of 1964, and preventing or rescinding federal funding for LEAs which support gender ideology or discriminatory equity ideology (“DEI”) in K-12 curriculum, instruction, programs or activities. Children attending Charter School shall not: (1) be compelled to adopt identities as either victims or oppressors solely based on their skin color and other immutable characteristics; (2) be made to question whether they were born in the wrong body and whether to view their parents and their reality as enemies to be blamed; (3) be imprinted with anti-American, subversive, harmful and false ideologies such as, but not limited to, Critical Race Theory; and, (4) be assisted, encouraged or facilitated in any gender transition plan without parental consent. Charter School shall review and approve all individual teacher curriculum class materials provided to students before such materials are distributed.

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 ("CalSTRS"), the Public Employees' Retirement System ("CalPERS"), 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 (1) 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 (2) 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

CalSTRS and CalPERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all CalSTRS and CalPERS 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 the 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 (10) 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. COMPLAINT PROCEDURES

Charter School shall adopt Uniform Complaint Procedures in accordance with California law. Furthermore, Charter school shall adopt and maintain policies and procedures to address parent and student concerns and/or complaints. Uniform Complaint Procedures and parent/student complaint procedures shall be communicated to parents and students annually in a format to be determined by Charter School.

X. 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 92626-5922

To NOVA Academy at:

Lisa Hernandez, Executive Director
NOVA Academy OC
500 W. Santa Ana Blvd.
Santa Ana, CA 92701

XI. 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.

XII. ORDER OF PRECEDENCE

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

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

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A
INSURANCE COVERAGE AND POLICIES

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

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is 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, and 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 employer's 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.

EXHIBIT B
CHARTER-SPECIFIC CONDITIONS

1. CAASPP Proficiency Benchmarks

- By year three, achieve ELA and mathematics proficiency rates for all students, including subgroups, at or above the district and state averages.
- All students, including subgroups, must show annual growth in proficiency in ELA and mathematics until performance meets or exceeds the district and state averages.
- Within 120 days of approval, submit a plan for the administration of SBAC formative assessments, including timing and frequency.

2. Internal Growth Measures

- Administer STAR Renaissance, or an equivalent approved verified assessment, in reading and mathematics three times annually (fall, winter, spring).
- Demonstrate average annual grade-equivalency growth of at least 1.5-2.0 years of progress per cohort, enabling students to accelerate toward grade-level proficiency.

3. Assessment Participation

- Maintain at least 95% participation annually on CAASPP, ELPAC, and verified local assessments.

4. Intervention & Support Plans

- Within 120 days of approval, submit an English Learner Master Plan and Special Education Annual Plan to OCDE for review and comment.
- Within 120 days of approval provide a list of standards-based curricula and instructional materials for core subjects, and supplemental curricula that address the specific needs of English language learners, to OCDE for review and comment.

5. Monitoring and Reporting

- Provide semiannual academic progress reports to OCDE, including local assessment results and CAASPP data when available, for all students and disaggregated by subgroup and grade level.
- Provide annual updates on interventions for students performing below grade level, including targeted supports for subgroups.

6. Facility Location Restrictions

- NOVA Academy Orange County shall not open or operate a facility within the boundaries of the SAUSD unless NOVA Academy Early College High School is either denied or not approved expansion to grades 6–8 through a material revision to the charter petition currently renewed by SAUSD on October 14, 2025. The petitioner must provide written documentation of such action or evidence of inaction to the Orange County Department of Education prior to establishing any facility within SAUSD boundaries. If a material revision to NOVA Early College High School charter petition is approved, NOVA Academy Orange County may operate within the boundaries of SAUSD as soon as July 1, 2028.