

RH

REGULAR MEETING
October 8, 2025
4:00 p.m.

Location: Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626
YouTube Livestream: https://youtube.com/live/6_ikVKvYWAk?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 October 8, 2025 – Adoption

(*) MINUTES

Regular Meeting of September 3, 2025 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) - Student #10082025002I – Newport-Mesa Unified School District to Huntington Beach City School District.
2. Inter-district Appeal Hearing (Closed) – Student #10082025003I - Capistrano Unified School District to Saddleback Valley Unified School District.

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

MOMENT OF SILENCE

The Board will observe a moment of silence in memory of Charlie Kirk and in honor of the victims of recent school shootings.

INVOCATION

5:00 p.m.

Nelson Cook
Coaches of Influence

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS (General)

PRESENTATIONS

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

CONSENT CALENDAR

- (*) 4. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (*) 5. 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
- (*) 7. Charter School Public Hearing – California Republic Leadership Academy Orange County
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.

Discussion Format:
California Republic Leadership Academy Orange County
Public Comments
Board Questions

- (*) 8. Board Action – California Republic Leadership Academy Orange County

BOARD RECOMMENDATIONS

- (*) 9. Board Action on Charter Schools MOU – Complaint Process (Valdes)

INFORMATION ITEMS

- (*) COMMUNICATION/INFORMATION/DISCUSSION
 - Salary Increases over \$10,000 in accordance with Education Code 1302 and board policy 100-10
 - 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, November 5, 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.

RH

ORANGE COUNTY BOARD OF EDUCATION
MINUTES

WELCOME

Board President Barke announced that Board Vice President Shaw will be participating remotely. In compliance with the Brown Act, all action items will be subject to a roll call vote.

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by President Barke at 2:35 p.m., September 3, 2025, in the Board Room, 200 Kalmus Drive, Costa Mesa, CA 92626, alternate location at The Seabird Ocean Resort & Spa, 101 Mission Ave, Oceanside, CA 92054, and via YouTube live stream <https://www.youtube.com/live/YSQueaUH1Q>.

ROLL CALL

Present:

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

Absent:

Tim Shaw (joined remotely at 2:55 p.m.)
Ken L. Williams, D.O. (arrived at 3:26 p.m.)

AGENDA

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

MINUTES

Motion by Barke, seconded by Valdes and carried by a vote of 3-0 (Williams and Shaw absent) to approve the minutes of the Regular meeting of August 6, 2025.

PUBLIC COMMENTS (related to Closed Session) - None

The Board recessed into closed session at 3:37 p.m. to conduct student appeals, followed by closed session items.

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) – Student #09032025001I - Capistrano Unified School District to Saddleback Valley Unified School District.

Motion by Barke, seconded by Sparks and carried by a vote of 3-0 (Williams and Shaw 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).

Board Vice President Shaw joined the meeting remotely at 2:55 p.m.

2. Inter-district Appeal Hearing (Closed) – Student #09032025005I - Capistrano Unified School District to Laguna Beach Unified School District.

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

Trustee Williams joined the meeting at 3:26 p.m.

3. Inter-district Appeal Hearing (Closed) – Student #09032025002I - Huntington Beach Union High School District to Newport Mesa Unified School District.

Motion by Barke, seconded by Sparks and carried by a roll call vote of 5-0 to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2025-2026).

4. Inter-district Appeal Hearing (Closed) – Student #09032025004I - Santa Ana Unified School District to Newport Mesa Unified School District.

Motion by Barke, seconded by Williams and carried by a roll call vote of 5-0 to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2025-2026).

5. Inter-district Appeal Hearing (Closed) – Student #09032025003I - Orange Unified School District to Newport Mesa Unified School District.

Motion by Barke, seconded by Valdes and carried by a roll call vote of 5-0 to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2025-2026).

CLOSED SESSION 1

Government Code Section 54956.8
Conference regarding real property located at Argosy, 601 S. Lewis Street,
Orange, CA 92868.

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

INVOCATION

Rev. Lee Yates

PLEDGE OF ALLEGIANCE

Brandon Guevara, Board Liaison

INTRODUCTIONS

Amanda Chen, Student, Arnold O. Beckman HS
Curtis, Student, Arnold O. Beckman HS

PUBLIC COMMENTS (General)

- Heidi
- Ronna
- Rachel
- Rudy
- Karen
- Patty

TIME CERTAIN

6. Special Presentation – Orange County’s Red Ribbon Week Campaign – Dennis Cole, Chief of Staff.
 - Commander Jared Dahl, OC Sheriff’s Department
 - Blake Berteau – President, OC Sheriff’s Advisory Council
 - Steve Mensinger - 1st Vice President, OC Sheriff’s Advisory Council
 - Maribel Marroquin, Executive Director, OC Sheriff’s Advisory Council
 - Kiersten Oliver - Executive Administrator, OC Sheriff’s Advisory Council

7. Motion by Sparks, seconded by Valdes and carried by a roll call vote of 5-0 to adopt Resolution #23-25 in support of recognizing October 23 - October 31, 2025, as Orange County’s Red Ribbon Week, encourage all community members to promote alcohol, tobacco, and other drug prevention education programs and activities, and send copies of this resolution to school districts in Orange County.

The Board presented framed resolution #23-25 to the Sheriff’s Advisory Council and Sheriff’s Department.

8. Presentation – Behavioral Health Screening Update (Heads Up Checkup)
 - Dr. Maria Martinez-Poulin, Chief of Alternative Education, ACCESS
 - Amy Smith, Mental Health Manager, ACCESS
 - Erik Bagger, Principal, ACCESS Area 10

CONSENT CALENDAR

Motion by Barke, seconded by Valdes and carried by a roll call vote of 5-0 to approve Consent Calendar items #9 through #11.

9. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
10. Accept the Revised 4th Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of April 1 to June 30, 2025.

11. Accept the Supervisors of Attendance of the Orange County School Districts, 2024-2025.
12. Motion by Barke, seconded by Valdes, and carried by a roll call vote of 4-0-1 (Barke, Valdes, Sparks and Williams voted yes; Shaw abstained) to approve Trustee Tim Shaw's participation in the Behavioral Insights and Public Policy program, February 24-March 13, 2026 and tuition payment of \$4,400, in accordance with board policy 100-23.

FACILITIES CORP MEETING

The Board took a recess from 5:47 p.m. to 5:48 p.m. from the Regular Board Meeting to conduct a Meeting of the Orange County Department of Education Facilities Corporation. Motion by Sparks, seconded by Williams and carried by a roll call vote of 5-0 to approve the minutes of the Facilities Corp meeting of August 6, 2025.

CHARTER SCHOOLS

13. Charter submissions
 - No new submissions
 - STEMbridge Academy withdrew their petition on August 22, 2025.
14. Charter School Public Hearing – Orange County Prep (a Navigator School)
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Dr. Caprice Young, CEO & Superintendent

PUBLIC COMMENTS (#14 Only)

- Javier
15. Motion by Williams, seconded by Valdes and carried by a roll call vote of 5-0 to approve Option I for the Orange County Prep (a Navigator School).
 16. 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

PUBLIC COMMENTS (#16 Only)

- Katherine
17. Charter School Public Hearing – NOVA Academy OC

Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.

- Lisa Hernandez, Executive Director
- Dr. Susan Garrett, Vice Chair, NOVA Academy Board
- Olga Duarte, Secretary, NOVA Academy Board
- Dr. Sanford Otsuji, Chairman, NOVA Academy Board
- Kimberly Beckstrom, Principal
- Melissa Mier, Director, Counseling and Student Services
- Alicia Lewis, Manager, Business Services
- Dustin Lester, Treasurer, NOVA Academy Board

PUBLIC COMMENTS (#17 Only)

- Annebelle
- Yareli
- Jill
- Alexander
- Rothney
- Renee
- Janelle
- Donald
- Danny

The Board took a recess from 7:02 p.m. to 7:16 p.m.

STAFF RECOMMENDATIONS

18. Motion by Williams, seconded by Valdes and carried by a roll call vote of 5-0 to adopt Resolution #24-25 identifying the Gann actual appropriations limit for 2024-25 and the Gann estimated appropriations limit for 2025-26.
19. Motion by Williams, seconded by Valdes and carried by a roll call vote of 5-0 to approve the ACCESS and Connections 2024-2025 Proposition 28 Annual Report for submission to the California Department of Education.
20. Motion by Williams, seconded by Sparks and carried by a roll call vote of 5-0 to approve CCPA's 2024-25 Proposition 28 Annual Report for submission to the California Department of Education.

BOARD RECOMMENDATIONS

21. Motion by Valdes, seconded by Williams and carried by a roll call vote of 5-0 to approve Resolution #25-25 in Opposition to AB 727.
22. Motion by Barke, seconded by Shaw and carried by a roll call vote of 5-0 to approve Resolution #26-25 in Support of AB 715.

23. Motion by Barke, seconded by Shaw and carried by a roll call vote of 5-0 to approve Resolution #27-25 in Opposition to Proposition 50 on the November 2025 Ballot.
24. Discussion: Charter Schools MOU – Complaint Process
25. Discussion: Mahmoud v. Taylor

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Board Liaison – Brandon Guevara
 - Attended Oxford Preparatory Academy ribbon cutting – 8/8
 - Presented certificate to Freedom Committee of Orange County – 8/13
 - Attended ACCBE meeting in Sacramento with Board President Mari Barke – 8/17
 - Attended PACE Summit with Board President – 8/23

LEGISLATIVE UPDATE

- Tom Sheehy and Brena Sheehy
 - Local control over Orange County school board elections was preserved after SB 249 was defeated for the third year in a row.
 - Preparing to address related measures like AB 727 and AB 715

ANNOUNCEMENTS

- Superintendent
 - OCDE contributed to the California Attendance Guide, aiming to reduce chronic absenteeism statewide.
 - School-Based Mental Health Summit with hundreds of professionals, emphasizing wellness as vital to student success.
 - The “ACCESS 2030” vision extends to the Connections special education program, with staff input shaping a 2030 roadmap.
 - General Staff Meeting on October 8, 2025
 - Invitation to Board to attend upcoming events.
- Deputy Superintendent
 - Teachers of the Year on November 7
 - Next board meeting is on the second Wednesday, October 8, 2025; submission deadline is September 24; board packet delivery is October 3

BOARD MEMBER COMMENTS

- Trustee Sparks – Shroud of Turin Museum will open a 10,000 sq. ft. immersive museum this fall featuring sacred art, 360° theaters, and interactive exhibits.
- Trustee Valdes – Invited to speak at Magnolia charter school; plans to meet with the Sheehy group after next year’s bill presentation; and personal note regarding son at 9U Allstate Games in Houston, TX this November.
- Trustee Shaw and Trustee Barke - Acknowledged the Sheehy group’s contribution to the hearings in Sacramento.

CLOSED SESSION(S) PUBLIC REPORT OUT

- Mr. Greg Rolen, General Counsel, reported, in Closed Session Item #1, the Board received information on anticipated/ potential litigation. No action was taken.

ADJOURNMENT

On a motion duly made and seconded, the September 3, 2025, board meeting adjourned at 8:40 p.m.



Renee Hendrick
Assistant Secretary, Board of Education

Mari Barke
President, Board of Education

Next Regular Board Meeting – Wednesday, October 8, 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 #4
October 8, 2025
 Mailed Distributed at meeting
RH

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: October 8, 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

Page 12 removed (CONFIDENTIAL STUDENT INFORMATION)

Item: Consent Calendar #5

October 8, 2025

Mailed Distributed at meeting

RH

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: October 8, 2025

TO: Renee Hendrick, Deputy Superintendent of Operations

FROM: Dr. Maria Martinez-Poulin, Chief of Alternative Education -
ACCESS

SUBJECT: Acceptance of Donation for the ACCESS Program

The Orange County Department of Education and the ACCESS program are pleased to be the recipient of a \$9,533.03 donation from SchoolsFirst Federal Credit Union. These funds will be used for the 2025 ACCESS Staff and Leadership materials for staff development.

RECOMMENDATION: Accept the \$9,533.00 donation from SchoolsFirst Federal Credit Union in support of the 2025 ACCESS Staff and Leadership staff development materials.

We are grateful to SchoolsFirst Federal Credit Union for their generous investment in our vision and in the staff who carry it forward every day.

MP

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

Item: Charter Schools #7

October 8, 2025

Mailed Distributed at meeting

RH

DATE: October 8, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Hearing –California Republic Leadership Academy Orange County
Countywide Charter Petition

DESCRIPTION:

On July 17, 2025, CRLA Southern California, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate California Republic Leadership Academy Orange County. 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 October 8, 2025, the Orange County Board of Education shall hold a public hearing to grant or deny the California Republic Leadership Academy Orange County 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 September 23, 2025.

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

Item: Charter Schools #8

October 8, 2025

Mailed Distributed at meeting

RH

DATE: October 8, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Board Action – California Republic Leadership Academy Orange County
Countywide Petition

DESCRIPTION:

On July 17, 2025, CRLA Southern California, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate California Republic Leadership Academy Orange County. Per California Education Code 47605.6, the Orange County Board of Education held public hearings on September 3, 2025 and October 8, 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 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 California Republic Leadership Academy Orange County petition to operate as a countywide charter school for an initial five-year term from July 1, 2026, to June 30, 2031.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

September 23, 2025

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Recommendations and Findings – California Republic Leadership Academy
Orange County

I. INTRODUCTION

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

Pursuant to Education Code section 47606.6, the Board must take action to either grant or deny the charter within 90 days of its receipt unless the timeline is extended by up to 30 additional days by mutual agreement. Board action is scheduled for the October 8, 2025, regular meeting.

Based on the review, including a clarification meeting held with petitioners on September 11, 2025, Orange County Department of Education staff recommend approval of the California Republic Leadership Academy Orange County countywide charter petition.

II. BACKGROUND

On July 17, 2025, the Board received a petition proposing to establish California Republic Leadership Academy Orange County as a countywide charter school. CRLA Southern California, a California nonprofit public benefit corporation, currently operates two charter schools authorized by the Orange County Board of Education. California Republic Leadership Academy Orange County proposes to begin serving students in grades transitional kindergarten through grade twelve in the 2026-27 academic year.

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)-(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.”

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 (5 CCR § 11966.5). Petitioners may instead submit a petition to the local school district under Education Code section 47605.

IV. SUMMARY OF FINDINGS

The California Republic Leadership Academy Orange County charter petition and all related information received concerning the charter petition were reviewed and considered, including information presented at the public hearing. The California Republic Leadership Academy Orange County charter petition meets the standards outlined in Education Code 47605.6. 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.

V. STAFF RECOMMENDATION

Orange County Department of Education staff recommend that the Board approve the CRLA Southern California petition to establish California Republic Leadership Academy Orange County as a countywide charter school for a term of five years from July 1, 2026, to June 30, 2031, and approve the standard Agreement that delineates the operational relationship between the parties with an understanding that the charter school will enter into said Agreement by March 2026.

VI. 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.

* * *

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

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 17, 2025, the Orange County Board of Education (“Board”) received a petition from CRLA Southern California, a California nonprofit public benefit corporation, for the operation of California Republic Leadership Academy Orange County (“Petition”);

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

WHEREAS, on September 23, 2025, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on October 8, 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 California Republic Leadership Academy Orange County 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 CRLA Southern California, a California nonprofit public benefit corporation, for the operation of California Republic Leadership Academy Orange County;

BE IT FURTHER RESOLVED that the Board approves the standard Agreement with the understanding that California Republic Leadership Academy Orange County 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, Jorge Valdes, Esq., 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 8th day of October 2025, 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 APPROVE WITH CONDITIONS
THE PETITION FOR A COUNTYWIDE CHARTER SCHOOL FOR
CALIFORNIA REPUBLIC LEADERSHIP ACADEMY ORANGE COUNTY**

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 17, 2025, the Orange County Board of Education (“Board”) received a petition from CRLA Southern California, a California nonprofit public benefit corporation, for the operation of California Republic Leadership Academy Orange County (“Petition”);

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

WHEREAS, on September 23, 2025, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on October 8, 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 adopts the summary of findings set forth in the Staff Report published on September 23, 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 CRLA Southern California, a California nonprofit public benefit corporation, for the operation of California Republic Leadership Academy Orange County 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 in the Staff Report and 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, Jorge Valdes, Esq., 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 8th day of October 2025, 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 CALIFORNIA REPUBLIC LEADERSHIP ACADEMY ORANGE COUNTY**

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 17, 2025, the Orange County Board of Education (“Board”) received a petition from CRLA Southern California, a California nonprofit public benefit corporation, for the operation of California Republic Leadership Academy Orange County (“Petition”);

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

WHEREAS, on September 23, 2025, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on October 8, 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):

-
-
-

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, Jorge Valdes, Esq., 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 8th day of October 2025, 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

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.). Nonprofit name 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 Nonprofit name 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.
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 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 (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. 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 Non profit name at:

Name
Address
City, State, Zip

X. INTEGRATION

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

XI. ORDER OF PRECEDENCE

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

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

For Charter School:

For the Board:

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

Charter School, at its sole cost and throughout the charter term, shall procure and maintain 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.

October 8, 2025

Mailed Distributed at meeting

RH

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: October 8, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Gregory Rolen, General Counsel

SUBJECT: Revision of Charter MOU to include Complaint Procedures

BACKGROUND:

In order to strengthen communication between charter schools and parents, the revised language is proposed to be added to the Charter School Memorandum of Understanding. The revision will highlight the responsibility of the charter school and its Board of Education to receive and investigate complaints from parents and students. The charter school is required to follow California *Education Code* Section 33315 and *California Code of Regulations*, Title 5 (5 CCR) sections 4600–4694, which also includes annual parent notification.

RECOMMENDATION:

Approve the revision to the charter school Memorandum of Understanding that clarifies the established guidelines in Education Code 33315 and California Code of Regulations, Title (5CCR) sections 4600-4694.

**AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION
AND**

DRAFT

**CHARTER SCHOOL NONPROFIT
FOR THE OPERATION OF CHARTER SCHOOL**

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.). Nonprofit name 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 Nonprofit name 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.
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 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 (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 (UCP) in accordance with California law. Furthermore, Charter school shall adopt and maintain **non-UCP** policies and procedures to address parent and student concerns and/or complaints. Uniform Complaint Procedures and **additional** 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 Non profit name at:

Name
Address
City, State, Zip

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:

For the Board:

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

Charter School, at its sole cost and throughout the charter term, shall procure and maintain 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.

Item: Information Item

October 8, 2025

Mailed Distributed at meeting

RH

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: October 8, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: David Giordano, Associate Superintendent, Administrative Services
SUBJECT: Education Code Section 1302 Information

BACKGROUND:

In order to recruit and retain high quality candidates for positions within the organization, the Department has prided itself in maintaining a competitive salary and benefits package. Accordingly, the Department has made efforts to remain competitive with salaries in the upper quadrant among similar Orange County school districts and county offices.

In accordance with Education Code Section 1302 and Board Policy 100-10, attached is information for all employees who will receive a salary increase of more than \$10,000 in a 12-month period since we last reported in July 2025. The \$10,000 limit was set in statute in 1999 and has not been adjusted since October 2024.

RECOMMENDATION:

Receive the Education Code Section 1302 information for all employees who will receive a salary increase of more than \$10,000 in a 12-month period.

PARAEDUCATOR	\$ 28,105.20
PARAEDUCATOR	\$ 23,272.20
PARAEDUCATOR	\$ 21,606.84
PARAEDUCATOR	\$ 18,347.40
PROJECT LIAISON, HEALTH, SAFETY, AND PREVENTION	\$ 13,238.40
TEACHER	\$ 31,773.36