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REGULAR MEETING
May 7, 2025
4:00 p.m.

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

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 May 7, 2025 – Adoption

(*) MINUTES

Regular Meeting of April 2, 2025 – Approval

PUBLIC COMMENTS (related to Closed Session)

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. OC Superintendent of Schools, Al Mijares, and State Superintendent of Public Instruction, Tony Thurmond Case No 30-2019-01112665-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

CLOSED SESSION 2

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

INVOCATION

5:00 p.m.

Pastor Christina Williams
Harbor Light Church, Costa Mesa

PLEDGE OF ALLEGIANCE

Sunburst Youth Academy Color Guard Presentation of Flags
National Anthem

SPECIAL PRESENTATIONS

1. Presentation of Certificate to Reagan, National Civics Bee Winner (Sparks)
2. NOCSELPA Special Recognition “Above and Beyond Award” - Juan Escobar

3. Fourth District PTA Special Recognition – Jesus Valadez
4. Special Awards Presentation –Presentation of awards to the 11th Annual Jack R. Hammett Memorial Day Essay and Art Contest participants and winners.
 - Analee Kredel – Introductions and Program Overview
 - Announcement of Contest Winners

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT CALENDAR

- (*) 5. Adopt Resolution #16-25 to recognize May 26, 2025 as Memorial Day.
- (*) 6. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (*) 7. Accept the 3rd Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of January 1 to March 31, 2025.
- (*) 8. Adopt the annual updated Orange Department of Education Investment Policy.
- (*) 9. Accept the donation of a \$1,000 Amazon gift card from Action Angels to support the ACCESS program, and send a letter of appreciation to the donor in recognition of their contribution.
- (*) 10. Accept donation of \$50,000.00 from SchoolsFirst Federal Credit Union, on behalf of the Orange County Teachers of the Year program and send a letter of appreciation to donor.
- (*) 11. Approve board date change from Wednesday, June 4, 2025 to **Monday, June 2, 2025.**
- (*) 12. Approve a Special board meeting on **Wednesday, May 14, 2025** to conduct inter-district appeal hearings.

CHARTER SCHOOLS

13. Charter submissions
- (*) 14. Charter School Public Hearing – Orange County Academy of Sciences and Arts III material revision.

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

Discussion Format

Orange County Academy of Sciences and Arts III

Public Comments

Board Questions

- (*) 15. Charter School Public Hearing – College and Career Preparatory Academy material revision.
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.
Discussion Format
College and Career Preparatory Academy
Public Comments
Board Questions

TIME CERTAIN

16. Public Hearing – David Giordano, Associate Superintendent, Division of Administrative Services, will conduct a public hearing on CSEA's Initial Proposal to Superintendent.
17. Public Hearing – David Giordano, Associate Superintendent, Division of Administrative Services, will conduct a public hearing on Superintendent's Initial Proposal to CSEA.

STAFF RECOMMENDATIONS

- (*) 18. Approve the revised board policy 200-8 regarding Ethics Training.
- (*) 19. Adopt Resolution #15-25 authorizing the exemption of the County of Orange zoning requirements for the reconstruction of the Rancho Sonado site under DSA review.
- (*) 20. Approve the selection of C.W. Driver, LLC to provide Pre-Construction Services, and approve the Pre-Construction Services Agreement with C.W. Driver, LLC for the Rancho Sonado Project.

BOARD RECOMMENDATIONS

- (*) 21. Board action regarding the Executive Liaison to the Orange County Board of Education. (Williams)
- (*) 22. Board action on a new board policy 100-25, Role of the Executive Committee. (Williams)
- (*) 23. Board discussion regarding the Proposed Charter Schools MOU. (Valdes)
- (*) 24. Board action on the renewal of the 2025 Sheehy Strategy Group agreement. (Williams)

- (*) 25. Adopt the Legislative Platform
- (*) 26. Adopt the Jewish American Heritage Month Proclamation. (Barke)

INFORMATION ITEMS

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

ANNOUNCEMENTS

- Superintendent
- Deputy Superintendent

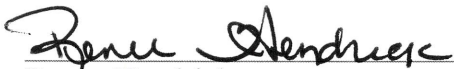
LEGISLATIVE UPDATES

COMMITTEE REPORT

BOARD MEMBER COMMENTS

CLOSED SESSION(S) PUBLIC REPORT OUT

ADJOURNMENT


Renee Hendrick
Assistant Secretary, Board of Education

The next Regular Board Meeting will be on Wednesday, Jun 4, 2025 at 5:00 p.m. The meeting will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream.

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

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

ORANGE COUNTY BOARD OF EDUCATION
MINUTES

WELCOME

Vice President Barke announced Trustee Tim Shaw is joining the meeting via zoom from the alternate location.

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by Vice President Barke at 2:31 p.m., April 2, 2025, in the Board Room, 200 Kalmus Drive, Costa Mesa, CA 92626, an alternate location at the Sheraton Denver Downtown Hotel, 1500 Court Place, Denver, Colorado 80202, and via YouTube live stream <https://youtube.com/live/pCwWbwA9zeY>.

ROLL CALL

Present:

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

Absent:

Ken L. Williams, D.O. (arrived at 2:54 p.m.)

AGENDA

Motion by Valdes, seconded by Sparks and carried by a roll call vote of 4-0 (Williams Absent) to approve the agenda of the Regular meeting of April 2, 2025.

MINUTES

Motion by Sparks, seconded by Valdes and carried by a roll call vote of 4-0 (Williams Absent) to approve the minutes of the Regular meeting of March 5, 2025.

PUBLIC COMMENTS (related to Closed Session) - None

The Board took a recess from 2:32 p.m. to 4:44 p.m. to go into closed session.

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) – Student #04022025002I - Irvine Unified School District to Newport Mesa Unified School District.

Motion by Barke, seconded by Valdes, and carried by a roll call vote of 4-0 (Williams Absent) 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).

2. Expulsion Appeal Hearing (Closed) – Student #04022025003E – Huntington Beach Union High School District.

Motion by Williams, seconded by Sparks, and carried by a roll call vote of 5-0 to deny the appeal and uphold the decision of the Huntington Beach Union High School District.

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. OC Superintendent of Schools, Al Mijares, and State Superintendent of Public Instruction, Tony Thurmond Case No 30-2019-01112665-CU-WM-CJC - Government Code §§ 54956.9(a) and (d)(1)

CLOSED SESSION 2

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

TIME CERTAIN (Continue)

3. Budget Study Session- David Giordano, Associate Superintendent, Administrative Services conducted the budget study session for approximately 10 minutes. The Board requested Mr. Giordano finish the presentation at the end of the meeting.

INVOCATION

Rabbi Stephen J. Einstein, DHL, DD
Founding Rabbi Emeritus
Congregation B'nai Tzedek
Fountain Valley, CA

PLEDGE OF ALLEGIANCE Chloe and Nova

SPECIAL PRESENTATIONS

4. Presentation of Certificate to Reagan, Civics Bee Winner (Sparks) – tabled to the May board meeting.

INTRODUCTIONS

None

PUBLIC COMMENTS

- Michelle
- Aaron
- Wayne
- Heidi
- Karissa
- Carlos
- Linda
- Cyndie

CONSENT CALENDAR

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

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

6. Adopt Resolution #07-25 to recognize May 18-24, 2025 as Classified School Employee Week.
7. Adopt Resolution #08-25 to recognize May 14, 2025 as California Day of the Teacher.
8. Accept the monetary donation of \$2,000.00 from the Council of Exceptional Children to the Special Education Programs – Connections.

CHARTER SCHOOLS

9. Charter submissions – None
10. Charter School Public Hearing – Magnolia Science Academy - Orange County material revision.
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Dr. Maria Rowell, Magnolia Science Academy – Orange County

PUBLIC COMMENTS (#10 Magnolia Science Academy Only)

- Veronica
 - Laura
 - Aracely
 - Javier
11. Motion by Sparks, seconded by Barke, and carried by a roll call vote of 5-0 to approve Option I (approve the charter petition as written) for Magnolia Science Academy - Orange County.

The Board took a recess from 5:38 p.m. to 5:44 p.m.

12. Charter School Public Hearing – Tustin International Charter School
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Steven Cheung, Tustin International Charter School
 - Jennifer Reiter-Cook, Tustin International Charter School
 - Tabitha Obligacion, Tustin International Charter School
 - Joe Liu, Tustin International Charter School
 - Delano Jones, Tustin International Charter School

PUBLIC COMMENTS (#12 Tustin International Only)

- Emily
- Deko
- Destiny
- Liping
- Dora

- Jason
- Karen
- Mei Chi
- Richard

13. Motion by Barke, seconded by Williams to approve Option II for Tustin International Charter School. The motion failed by a roll call vote of 1-4 (Barke voted Yes; Williams, Valdes, Shaw, and Sparks voted No).

Subsidiary motion by Valdes, seconded by Williams, and carried by a roll call vote of 4-1 (Valdes, Williams, Shaw, and Sparks voted Yes; Barke voted No) to deny the charter petition.

The Board took a recess from 7:04 p.m. to 7:20 p.m.

- (*) 14. Charter School Public Hearing – Compass Charter Schools of Santa Ana Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Elizabeth Brenner, Superintendent, Compass Charter Schools

PUBLIC COMMENTS (#14 Compass Charter Only)

- Antonio
- Katie
- Linda
- Blaire
- Micah
- Lauren
- Truett
- Silas
- Oliver
- Dottie
- Anna
- Blake
- Emily
- Christine
- Janelle

STAFF RECOMMENDATIONS

15. Motion by Barke, seconded by Sparks, and carried by a roll call vote of 5-0 to adopt resolution #09-25 in support of AB 1224.
16. Motion by Barke, seconded by Sparks, and carried by a roll call vote of 5-0 to adopt resolution #10-25 in support of AB 927.
17. Motion by Barke, seconded by Valdes, and carried by a roll call vote of 4-0 (Barke, Valdes, Williams, and Sparks voted Yes; Shaw Abstained) to approve the

appointment of Renee Hendrick, Deputy Superintendent as the Real Property Negotiator, acting on behalf of the Orange County Board of Education, for the acquisition of the property at Argosy, 601 S. Lewis Street, Orange, CA 92868. This site is currently leased by our ACCESS & Connections programs.

BOARD RECOMMENDATIONS

18. Motion by Barke, seconded by Sparks, and carried by a roll call vote of 5-0 to adopt resolution #11-25, Recognizing Kids Run the OC.
19. Presentation – Legislative Update by Tom Sheehy, Sheehy Strategy Group
20. Motion by Williams, seconded by Barke, and carried by a roll call vote of 5-0 to adopt resolution #12-25, Opposing Senate Bill ("SB") 249 Regarding County Board Elections.
21. Motion by Barke, seconded by Sparks, and carried by a roll call vote of 5-0 to adopt the legislative platform as recommended (Support AB 600, SB 64, and SB 267; Oppose SB 249.)
22. Board discussion - Executive Liaison to the Orange County Board of Education.

CLOSED SESSION(S) PUBLIC REPORT OUT

For closed session I, Mr. Rolen, General Counsel, reported the Board voted 4-1 (Williams, Barke, Shaw, and Sparks voted Yes; Valdes voted No) to accept Superintendent Thurman's Code of Civil Procedure Section 998 offer of compromise to resolve the budget litigation with the state's superintendent of public instruction. Direction was given to legal counsel to sign and file a stipulated judgment, and a statement was read into the record by Board President Williams.

For closed session II, the Board provided direction to pursue a real property acquisition.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Ethnic Studies Curriculum Update – Jonathan Swanson and Trish Walsh
- Charter Schools Update – tabled to the May 7 meeting

TIME CERTAIN (Continue)

3. Budget Study Session- David Giordano, Associate Superintendent, Administrative Services presented the second half of the budget study session as requested.

ANNOUNCEMENTS

- Deputy Superintendent
 - The next board meeting is on Wednesday, May 7; the submission deadline is April 23; the board packet delivery is May 2.

- Darou will send out an email regarding Memorial Day Essay contest contributions.
- Polled the Board for a June board date change from June 4 to June 2. The Board will take action to change the date at the May meeting.

▪ Superintendent

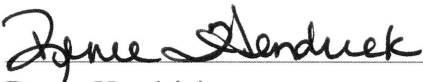
- Four students in the Connections program completed the DHH Academic at California School for the Deaf in Fremont, placed in the top four, will travel to the university in Washington, D.C., to compete in the national championship.
- Connections wrestling team competed and did very well.
- OC Pathways Showcase – over 600 students
- Otter Fischer – Monthly Cribbage with Dr. Bean
- Dr. Bean shared student letters with the Board.

BOARD MEMBER COMMENTS

- Trustee Barke – OCSA Gala, GGUSD State of the District, Sarah Bach from Sycamore, Bill Essayli appointed to the United States Attorney for the Central District of California

ADJOURNMENT

On a motion duly made and seconded, the April 2, 2025, board meeting adjourned at 9:47 p.m.



Renee Hendrick
Assistant Secretary, Board of Education

Ken L. Williams, D.O.
President, Board of Education

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May 7, 2025

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: Darou Sisavath, Board Recording Clerk
SUBJECT: Resolution #16-25
Recognize May 26, 2025 as Memorial Day

RECOMMENDATION:

Adopt Resolution #16-25 to recognize May 26, 2025 as Memorial Day.

ORANGE COUNTY BOARD OF EDUCATION
Resolution Honoring MEMORIAL DAY - May 26, 2025

WHEREAS, the U.S. Congress, by a Joint Resolution, approved May 11, 1950, as amended (36 U.S.C. 116), requests the President of the United States to issue a proclamation calling on the people of this country to observe each Memorial Day as a day of prayer for permanent peace, and designating a period on that day when the people of the United States may unite in prayer. The Congress, by Public Law 106-579, has designated 3:00 p.m. local time on that day as a time for all Americans to observe, in their own way, the National Moment of Remembrance; and

WHEREAS, the California Constitution affirms in Article IX, Section 1, "A general diffusion of knowledge and intelligence being essential to the preservation of the rights and liberties of the people, the Legislature shall encourage by all suitable means the promotion of intellectual, scientific, moral, and agricultural improvement"; and

WHEREAS, school boards, educators, teachers, school administrators and staff play a significant role in the education of our children; and

WHEREAS, Memorial Day is a national celebration whereby students, parents, veterans service organizations, and elected officials celebrate with patriotic and memorial ceremonies at monuments, civic centers, parks, schools, and cemeteries in Orange County and throughout this great nation; and

WHEREAS, since our Nation's founding, America's sons and daughters have given their lives in service to our country, from Concord and Gettysburg, to Marne and Normandy, from Inchon and Khe Sanh, to Baghdad and Kandahar; and they laid down their lives as the greatest sacrifice for a cause greater than themselves; and

WHEREAS, the instruction and inculcation of American history and the knowledge of military veterans fighting for American liberties and freedoms, is an essential component of our American education process because it passes this remembrance and knowledge unto subsequent generations of American children in our schools; and

WHEREAS, we honor the service and sacrifice of our disabled veterans, prisoners of war, those Americans missing in action who should never be forgotten. As educators and leaders in education in Orange County we acknowledge the sacrifice and sorrow of parents who lost sons or daughters, spouses, and children due to the war and terrorism; and

WHEREAS, citizens and their elected government should encourage educating America's children in our schools about American patriotism and the relevance of Memorial Day by having the opportunity of participating in a symbolic act to respectfully honor the memory and actions of America's heroes, and

WHEREAS, on May 26th of this year our students, parents, and citizens will recognize Memorial Day by honoring over one million American men and women who gave their lives in service to our country in defense of our treasurable freedoms.

NOW, THEREFORE, be it resolved that the Governing Board of the Orange County Department of Education recognizes May 26th, 2025, as Memorial Day and expresses its support of this moment in the Month of May. We likewise encourage our students to participate in Memorial Day events and learn more of American history.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, **Jorge Valdes, Esq.**, Clerk of the Board of Education of Orange County, California hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 7th day of May 2025.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 7th day of May 2025.

Jorge Valdes, Esq.
Clerk, Orange County Board of Education

ORANGE COUNTY BOARD OF EI

May 7, 2025

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BOARD AGENDA ITEM

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DATE: 05/07/25

TO: Renee Hendrick, Deputy Superintendent

FROM: Analee Kredel, Associate Superintendent, ACCESS & Connections Division *Analee Kredel*

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.

AK:rc

Pages 14-15 removed (CONFIDENTIAL STUDENT INFORMATION)

May 7, 2025

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BOARD AGENDA ITEM

DATE: May 7, 2025
TO: Renee Hendrick, Deputy Superintendent of Operations
FROM: Sandra Lee, Ed.D., Associate Superintendent
SUBJECT: Acceptance of 3rd Quarter Report on Williams Uniform Complaints for the Orange County Department of Education ACCESS and Connections

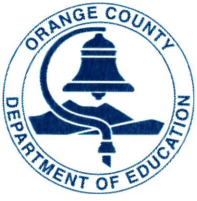
California Education Code section 35186(d) requires that school districts and county operated programs report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The enclosed report indicates that no complaints were filed for ACCESS or Connections schools during the period of January 1 to March 31, 2025.

RECOMMENDATION:

Accept the 3rd Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of January 1 to March 31, 2025.

SL:ag



Orange County Department of Education
Educational Services Division

Williams Settlement Legislation
Third Quarter Report on Williams Uniform Complaints
January 1 – March 31, 2025

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

Orange County Department of Education ACCESS and Connections

ACCESS Schools

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

Connections Schools

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

May 7, 2025



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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

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

SUBJECT: Orange County Department of Education Investment Policy

In accordance with Government Code Section 53646, government agencies may annually render an investment policy to be considered at a public meeting. This policy is for the investment of funds held by the Orange County Department of Education (the "Department") and also governs the issuance of debt by the Department. The policy is based upon federal, state, and local laws, and prudent money management practices. The only changes from the previous policy are the date of the Board meeting on the cover and the date in Section VIII. The primary goals of this policy are:

- To assure compliance with all federal, state, and local laws governing the investment of monies and the issuance of debt;
- To protect the principal deposits of the Department; and
- To generate investment income within the parameters of this policy.

RECOMMENDATION:

Adopt the annual updated Orange County Department of Education Investment Policy.

DW: hb

ORANGE COUNTY

DEPARTMENT OF EDUCATION

INVESTMENT POLICY

MAY 7, 2025

ORANGE COUNTY DEPARTMENT OF EDUCATION

INVESTMENT POLICY

I. PURPOSE:

To establish a policy for investment of funds held by the Orange County Department of Education (the "Department"). The policy also governs the issuance of debt by the Department. This policy is based upon federal, state, and local laws, and prudent money management practices. To the extent that this policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this policy are:

- To assure compliance with all federal, state and local laws governing the investment of monies and the issuance of debt;
- To protect the principal deposits of the Department; and
- To generate investment income within the parameters of this policy.

II. POLICY:

The Department's primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the Department. The investment factors the Department shall consider, in order of descending importance, are the following:

- Safety of invested funds;
- Sufficient liquidity to meet future cash flow requirements; and
- Attain maximum yield consistent with the aforementioned requirements.

In addition, the Department shall adopt measures as set forth herein to ensure that the issuance of debt by the Department complies with all applicable state and federal laws, including federal and state securities laws.

The County Superintendent of Schools ("County Superintendent"), or his designee, under the direction of the Board of Education, shall have the responsibility for all decisions and activities performed under the Department's investment policy. The County Superintendent shall have the ability to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio and to implement this investment policy.

III. LEGAL CONSTRAINTS:

Pursuant to California Education Code Section 41001, the Department shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper fund of the Department, except as otherwise provided herein. Pursuant to California Education Section 41015, the Department may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for the immediate necessities of the Department in any of the investments specified in California Government Code Sections 16430 or 53601. Special Reserve Funds are defined as those funds which the Board of Education has designated for capital outlay or other purposes where an accumulation over a period of fiscal years is desired.

IV. AUTHORIZED INVESTMENTS:

The Department shall make investments in the context of the "Prudent Investor Rule" (Probate Code Section 16045 et seq.), which in substance states that:

Investment shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The Department shall deposit all funds received or corrected from any source into the Orange County Treasury, except as provided for through the California Education Code. Those funds maintained in a Special Reserve Fund or any surplus funds not required for the immediate necessities of the Department shall be available for investment ("funds available for investment") under the conditions set forth in the policy.

1. The Orange County Investment Pool(s) established by the Orange County Treasurer for the benefit of local agencies and/or schools. The Department may invest up to one-hundred percent (100%) of its funds available for investment in the Orange County Investment Pool(s).
2. The Local Agency Investment Fund (LAIF) established by the California State Treasurer for the benefit of local agencies. The Department may invest up to the current LAIF limit of seventy-five million dollars (\$75,000,000) of its funds available for investment in the Local Agency Investment Fund.

3. To the extent that the Department directs the investment of its funds to specific securities, those securities shall be limited to the securities identified in California Government Code Section 53601. However, the Department will not, under any circumstances, direct the investment of its funds to reverse repurchase agreements unless such transactions are matched to maturity.

Monies received from the sources, or for the purposes, listed below may be deposited in a bank or other financial institution. Monies so deposited shall be in a fully-insured or collateralized account(s) or instruments(s). Bank accounts maintained outside the County Treasury shall be limited to the following purposes:

- (a) Cash Clearing Account
Purpose: To deposit accounts receivable checks then write check to County Superintendent once checks have cleared.
- (b) Revolving Cash
Purpose: Emergency transactions and accounts payable.
- (c) Payroll Revolving Cash
Purpose: Emergency transactions for payroll.
- (d) County Superintendent of Schools – Golden West Adult Transition Program
Purpose: This account was created to help with a special education program that is funded from the Medi-Cal Health Collaborative.
- (e) TRANS Proceeds
Purpose: In the event that Tax Revenue Anticipation Notes (TRANS) are issued, the proceeds would be deposited into this account.

V. COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS:

The Department will take reasonable steps to ensure that any debt offerings issued by the Department comply fully with all applicable state and federal securities laws. In connection with all debt offerings issued by the Department, the Department will retain bond counsel and disclosure counsel to review the offering materials prepared in connections with the debt offering to ensure that disclosures contained in offering materials comply with federal and state securities laws. The Associate Superintendent for Business shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials.

VI. DEPOSIT OF PROCEEDS FROM THE ISSUANCE OF DEBT:

The Department shall not issue debt, for the sole purpose of generating funds for investment. The Department shall limit the issuance of debt for the purposes of meeting short-term cash flow needs to fund capital projects.

When depositing proceeds from the issuance of debt into the County Treasury, the Department shall limit such investments to those authorized investment identified in this policy. Should a trust agreement of a particular debt issued by the Department be more restrictive than the Department's policy on authorized investments, then the trust agreement will take precedence.

VII. INVESTMENT REVIEW:

The Associate Superintendent for Business will review monthly reports on investment performance, with the objectives of safety, liquidity and yield.

VIII. CHANGES TO INVESTMENT POLICY:

This policy dated May 7, 2025, has been submitted to the Board of Education for review and approval. This policy will be reviewed at least annually to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends. Any proposed amendments to the Investment Policy will require approval by the Board of Education.

IX. FINANCIAL PROFESSIONAL'S COMPLIANCE WITH INVESTMENT POLICY:

All outside investment advisors/managers, attorneys and other financial professionals employed or retained by the Department and/or its representatives, including without limitation financial advisors, underwriters, bond counsel, and disclosure counsel, must review this policy and sign a statement of compliance confirming that they have reviewed this investment policy and will fully comply with these policies. A copy of this Statement of Compliance is attached as Exhibit "A."

EXHIBIT "A"

STATEMENT OF COMPLIANCE WITH INVESTMENT POLICIES

ADOPTED BY THE ORANGE COUNTY DEPARTMENT OF EDUCATION

The undersigned has been retained to perform services for the Orange County Department of Education. The undersigned has been provided with a copy of the Orange County Department of Education Investment Policies and has reviewed the Investment Policy thoroughly. In providing services to the Department, the undersigned agrees to comply fully with all of the policies and procedures set forth in the Investment Policies.

Date: _____

BY: _____

May 7, 2025

RM

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Analee Kredel, Associate Superintendent, ACCESS and Connections Division

SUBJECT: Action Angels donation to ACCESS

RECOMMENDATION:

Accept the donation of a \$1,000 Amazon gift card from Action Angels to support the ACCESS program, and send a letter of appreciation to the donor in recognition of their contribution.

May 7, 2025

RLW

ORANGE COUNTY BOARD OF EDUCATION, ☒ Mailed ☐ Distributed at meeting

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent of Operations

FROM: Dr. Sandra Lee, Associate Superintendent, Educational Services Division

SUBJECT: Acceptance of Donation for the Orange County Teachers of the Year Program

The Orange County Teachers of the Year program has the privilege of being the recipient of a cash donation in the amount of \$50,000.00 from SchoolsFirst Federal Credit Union. These funds were used to support the 2024-2025 Teachers of the Year program.

RECOMMENDATION:

Accept donation of \$50,000.00 from SchoolsFirst Federal Credit Union, on behalf of the Orange County Teachers of the Year program and send a letter of appreciation to donor.

SL:kg

May 7, 2025

RM

☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Darou Sisavath, Board Recording Clerk

SUBJECT: Board meeting date change

RECOMMENDATION:

Approve board date change from Wednesday, June 4, 2025 to Monday, June 2, 2025.

May 7, 2025

rt*

☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: Darou Sisavath, Board Recording Clerk
SUBJECT: Special Board Meeting – May 14, 2025

RECOMMENDATION:

Approve a Special board meeting on **Wednesday, May 14, 2025** to conduct inter-district appeal hearings.

**ORANGE COUNTY BOARD OF
EDUCATION
BOARD AGENDA II**

Item: Charter Schools #14

May 7, 2025



☒ Mailed ☐ Distributed at meeting

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Hearing – Orange County Academy of Sciences and Arts III Material
Revision

DESCRIPTION:

On April 14, 2025, Orange County Academy of Sciences and Arts III submitted a material revision to open a location within the boundaries of the Capistrano Unified School District.

RECOMMENDATION:

Pursuant to California Education Code 47605.6, the Orange County Board of Education will hold a public hearing to consider the level of support for the material revision at the May 7, 2025 board meeting.

**ORANGE COUNTY BOARD OF
BOARD AGENDA ITEM**

Item: Charter Schools #15

May 7, 2025

[X] Mailed [] Distributed at meeting RW

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Hearing College and Career Preparatory Academy, Material Revision

DESCRIPTION:

On April 11, 2025, College and Career Preparatory Academy submitted a material revision to add an alternative graduation pathway for students aged 19 and older, reducing the total credit requirement from 220 to 155.

RECOMMENDATION:

Per California Education Code, the Orange County Board of Education shall hold a public hearing on the provisions of the College and Career Preparatory Academy amended charter petition and consider the level of support for the material revision at the May 7, 2025, board meeting.

Item: Staff Recommendations #18

May 7, 2025

[X] Mailed [] Distributed at meeting 

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Greg Rolen, General Counsel

SUBJECT: Revised Board Policy 200-8

RECOMMENDATION:

Approve the revised board policy 200-8 regarding Ethics Training.

ORANGE COUNTY DEPARTMENT OF EDUCATION

Costa Mesa, California

BOARD POLICY

200-8

Ethics Training

The County Board of Education believes that its ability to effectively and responsibly govern is essential to promoting student achievement, building positive community relations, and protecting the public interest in county schools. Board members shall participate in mandatory ethics training, as outlined below, and are encouraged to participate in ongoing opportunities for professional development sufficient to help them understand their responsibilities, stay abreast of new developments in education, and improve governance skills.

~~Every new~~ Each Board member shall complete a two-hour course on ethics by January 1, 2026, and at least once every two years thereafter, within the first three months of taking office. Thereafter, Board members shall complete such training within three months of the beginning of a new term. Notwithstanding the above, all current Board members shall complete this training within two months of the adoption of this revised policy.

Completion of the free online training offered by the Fair Political Practices Commission, in consultation with the State of California Department of Justice, Office of the Attorney General, shall be deemed to satisfy this requirement. The link to the training is: <https://oag.ca.gov/>

<https://www.fppc.ca.gov/content/fppc-v2/fppc-www/learn/public-officials-and-employees-rules-/ethics-training.html>

or

<https://oag.ca.gov/ethics>

A record of each Board member's participation in the required ethics training shall be retained by the Board recorder. Board members that have taken this course within six months of approval of this revised policy shall be deemed to have satisfied this requirement. Board members will submit their completed documentation to the Board recorder.

Reference: Government Code Section 53234-53235.2

Adopted: 12/16/2015

Revised: 02/10/2016

Revised:

ORANGE COUNTY DEPARTMENT OF EDUCATION

Costa Mesa, California

BOARD POLICY

200-8

Ethics Training

The County Board of Education believes that its ability to effectively and responsibly govern is essential to promoting student achievement, building positive community relations, and protecting the public interest in county schools. Board members shall participate in mandatory ethics training, as outlined below, and are encouraged to participate in ongoing opportunities for professional development sufficient to help them understand their responsibilities, stay abreast of new developments in education, and improve governance skills.

Each Board member shall complete a two-hour course on ethics by January 1, 2026, and at least once every two years thereafter.

Completion of the free online training offered by the Fair Political Practices Commission, in consultation with the State of California Department of Justice, Office of the Attorney General, shall be deemed to satisfy this requirement. The link to the training is:

<https://www.fppc.ca.gov/content/fppc-v2/fppc-www/learn/public-officials-and-employees-rules-/ethics-training.html>

or

<https://oag.ca.gov/ethics>

A record of each Board member's participation in the required ethics training shall be retained by the Board recorder.

Reference: Government Code Section 53234-53235.2

Adopted: 12/16/2015

Revised: 02/10/2016

Revised:

May 7, 2025

ORANGE COUNTY BOARD OF

[X] Mailed [] Distributed at meeting

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: David Giordano, Associate Superintendent, Administrative Services

SUBJECT: Approval of Zoning Exemption for the Reconstruction of the Rancho Sonado Site from the County of Orange Zoning Requirements

BACKGROUND:

The Board approved Resolution # 06-25 at the April 2, 2025 Board meeting allowing the County Superintendent to move forward with the Lease-Leaseback Construction delivery method for the reconstruction of the Rancho Sonado site destroyed during the 2020 Bond Fire.

Government Code section 53094 provides that a school district, by a vote of two-thirds of its members, may render city or county zoning ordinances inapplicable to a proposed use of property by a school district, unless the proposed use of the property is for non-classroom facilities.

The provision of public education in California is a matter of statewide concern, and the purpose of Government Code section 53094 is to ensure that state-sanctioned school construction and school location is unimpeded.

Education Code section 8763 authorizes county offices of education to “provide programs and classes in outdoor science education and conservation education for pupils,” and therefore, when county offices of education construct instructional facilities for these purposes, they are conducting sovereign activities on behalf of the state.

The County Superintendent has balanced the interests of the public, including those of the County Superintendent and the County of Orange, and determined that the interests of the public are best served by the Board exercising its rights under Government Code section 53094 to exempt the Rancho Sonado Project from the County of Orange’s zoning requirements, and commencing the reconstruction of the school buildings and classrooms under DSA review.

RECOMMENDATION:

It is recommended that the Governing Board adopt Resolution # 15-25 authorizing the exemption of the County of Orange zoning requirements for the reconstruction of the Rancho Sonado site under DSA review.

**ZONING EXEMPTION FOR THE RECONSTRUCTION OF THE RANCHO SONADO
SITE FROM THE COUNTY OF ORANGE ZONING REQUIREMENTS**

RESOLUTION NO. 15-25

WHEREAS, the Orange County Board of Education ("Board") owns real property known as Rancho Sonado, located at 8755 Santiago Canyon Road, Silverado, California, more particularly described in Exhibit "A", attached hereto and incorporated herein ("Rancho Sonado");

WHEREAS, for approximately 18 years, the County Superintendent has used the Rancho Sonado site for its Inside the Outdoors Environmental Education and Science program. The Rancho Sonado site hosts students from Orange County, Riverside County, San Bernardino County, and Los Angeles school districts for instruction on environmental and scientific field programs. Overall, over 110,000 students utilize the Rancho Sonado facilities every year;

WHEREAS, in 2020, the Bond Fire destroyed almost all of the buildings and structures on the Rancho Sonado property;

WHEREAS, Government Code section 53094 provides that a school district, by a vote of two-thirds of its members, may render city or county zoning ordinances inapplicable to a proposed use of property by a school district, unless the proposed use of the property is for non-classroom facilities;

WHEREAS, the provision of public education in California is a matter of statewide concern, and the purpose of Government Code section 53094 is to ensure that state-sanctioned school construction and school location is unimpeded;

WHEREAS, Education Code section 8763 authorizes county offices of education to "provide programs and classes in outdoor science education and conservation education for pupils," and therefore, when county offices of education construct instructional facilities for these purposes, they are conducting sovereign activities on behalf of the state;

WHEREAS, pursuant to the Donation Agreement by which the Board acquired the Rancho Sonado property, the County Superintendent must conduct environmental and scientific field programs and educational opportunities for Orange County public school students;

WHEREAS, there are no equivalent sites at which County Superintendent can conduct environmental and scientific field programs in the vicinity of Rancho Sonado, and it is important for Orange County schools to use the Rancho Sonado as a site for outdoor science education and conservation education in Orange County;

WHEREAS, the County Superintendent wishes to reconstruct Rancho Sonado (the "Project") so that the County Superintendent is again able to offer environmental education and science programs at Rancho Sonado, such as County Superintendent's Inside the Outdoors Environmental Education and Science program;

WHEREAS, the Project reconstruction encompasses new indoor and outdoor instructional spaces, including a new multipurpose building for both indoor and outdoor education, pavilion/barn structure, amphitheater for large group instruction, covered lunch area that will be set up for outdoor education, and seven (7) outdoor teaching pavilions along Rancho Sonado's hiking trails;

WHEREAS, Rancho Sonado is located within the boundaries of the County of Orange, California ("County");

WHEREAS, the Project is subject to the Division of the State Architect's ("DSA") jurisdiction, and DSA will be reviewing the Project for compliance with the law governing the construction of school buildings;

WHEREAS, County Superintendent has balanced the interests of the public, including those of the County Superintendent and the County of Orange, and determined that the interests of the public are best served by Board exercising its rights under Government Code section 53094 in order to exempt the Project from the County of Orange's zoning, and commencing and completing the school buildings and classrooms Project under DSA review.

NOW, THEREFORE, THE GOVERNING BOARD OF THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS DOES HEREBY RESOLVE, DETERMINE, DECLARE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That, pursuant to Government Code section 53094, subdivision (b), the Orange County Board of Education ("Board") declares the Project exempt from County of Orange's zoning requirements.

Section 3. The Board adopts each ground and each statement in the Recitals and as set forth herein as a separate finding in support of its action and reserves the right to establish, expand upon, and include additional documentation not already referenced in support of this Resolution.

Section 4. Any and all unprivileged written documents, communications and resolutions, including all planning documents with respect to the proposed Project, are incorporated by reference as evidence in support of the findings set forth herein, including any and all staff reports relating to this Resolution.

Section 5. County Superintendent, or his designee, is directed to notify the County of Orange of this action within ten (10) days of the Board's approval of this Resolution by delivering a copy of this Resolution to the County of Orange.

Section 6. County Superintendent, or his designee, is authorized and directed to take such further action(s) as may be necessary and appropriate to carry out the intent of this Resolution.

Section 7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Governing Board of the Orange County Superintendent of Schools on May 7, 2025 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

I, _____, Secretary of the Orange County Board of Education, the Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on May 7, 2025, which resolution is on file in the office of said Board.

Secretary

EXHIBIT A

Real property in the unincorporated area of the County of Orange, State of California, described as follows:

PARCEL 1:

BEGINNING AT A POINT 60 CHAINS SOUTH 50° EAST OF THE NORTH CORNER OF BLOCK 149 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID POINT OF BEGINNING BEING THE NORTHWEST CORNER OF A TRACT OF LAND DEEDED TO ADELINA PLEASANTS BY DEED RECORDED NOVEMBER 25, 1913 IN BOOK 243, PAGE 255 OF DEEDS, AND RUNNING FROM SAID POINT OF BEGINNING SOUTH 18° 06' 55" EAST ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, 748.05 FEET; THENCE NORTH 71° 53' 05" EAST 381.85 FEET TO THE EASTERN BOUNDARY OF RANCHO LOMAS DE SANTIAGO, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE ALONG SAID EASTERN BOUNDARY NORTH 18° 06' 55" WEST 645.05 FEET AND NORTH 17° 59' 25" WEST 337.50 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT OF LAND DEEDED TO ADELINA PLEASANTS; THENCE SOUTH 40° 22' 50" WEST 448.55 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL LAND:

BEGINNING AT A POINT 60 CHAINS SOUTH 50° EAST OF THE NORTH CORNER OF BLOCK 149 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID POINT OF BEGINNING BEING THE NORTHWEST CORNER OF A TRACT OF LAND DEEDED TO ADELINA PLEASANTS BY DEED RECORDED NOVEMBER 25, 1913 IN BOOK 243, PAGE 255 OF DEEDS, AND RUNNING FROM SAID POINT OF BEGINNING SOUTH 18° 06' 55" EAST ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, 748.05 FEET; THENCE NORTH 71° 53' 05" EAST 381.85 FEET TO THE EASTERN BOUNDARY OF THE RANCHO LOMAS DE SANTIAGO, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE ALONG SAID EASTERN BOUNDARY, NORTH 18° 06' 55" WEST 645.05 FEET AND NORTH 17° 59' 25" WEST 80.25 FEET; THENCE SOUTH 75° 34' 40" WEST 382.79 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF LOTS 3 AND 4 AND THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 7 WEST, S. B. B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 18, 1293.55 FEET SOUTH OF THE EAST QUARTER SECTION CORNER OF SAID SECTION 18; THENCE NORTHERLY ALONG SAID EAST LINE, 1293.55 FEET TO SAID QUARTER SECTION CORNER; THENCE WESTERLY ALONG THE EAST AND WEST QUARTER SECTION LINE IN SAID SECTION 18, 3014.30 FEET TO THE EASTERN BOUNDARY OF THE RANCHO LOMAS DE SANTIAGO, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE ALONG SAID EASTERN BOUNDARY, SOUTH 17° 59' 25" EAST 1551.15 FEET AND SOUTH 18° 06' 55" EAST 645.05 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 1 IN THE DEED TO WM. P. WEBB AND WIFE, RECORDED MAY 11, 1935 IN BOOK 749, PAGE 363 OF OFFICIAL RECORDS; THENCE NORTH 71° 53' 05" EAST 2453.95 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF LOT 4 IN SECTION 18, TOWNSHIP 5 SOUTH, RANGE 7 WEST, S. B. B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN PARCEL 1 IN THE DEED TO WM. P. WEBB REFERRED TO ABOVE AND RUNNING FROM SAID POINT OF BEGINNING NORTH 18° 06' 55" WEST ALONG THE EASTERN BOUNDARY OF RANCHO LOMAS DE SANTIAGO, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, 645.05 FEET; THENCE NORTH 17° 59' 25" WEST ALONG SAID EASTERN BOUNDARY 80.25 FEET; THENCE NORTH 75° 34' 40" EAST 44.81 FEET; THENCE SOUTH 31° 43' 25" EAST 743.27 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO WEBB REFERRED TO ABOVE; THENCE SOUTH 71° 53' 05" WEST ALONG SAID SOUTHEASTERLY LINE, 219.77 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

AN EASEMENT FOR ROAD PURPOSES OVER A STRIP OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF BLOCK 149 OF IRVINE'S SUBDIVISION, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AND RUNNING THENCE SOUTH 50° EAST 60 CHAINS TO THE NORTHWEST CORNER OF TRACT OF LAND DEEDED TO ADELINA PLEASANTS BY DEED RECORDED NOVEMBER 25, 1913 IN BOOK 243, PAGE 255 OF DEEDS; THENCE SOUTH 18° 06' 55" EAST ALONG THE WESTERLY LINE OF SAID TRACT OF LAND, 748.05 FEET TO THE TRUE POINT OF BEGINNING OF THE BOUNDARY OF THE EASEMENT TO BE DESCRIBED HEREIN; THENCE NORTH 71° 53' 05" EAST 601.62 FEET TO THE MOST SOUTHERLY CORNER OF THE TRACT OF LAND DESCRIBED IN PARCEL 2 ABOVE; THENCE NORTH 31° 43' 25" WEST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, 20.58 FEET, MORE OR LESS, TO A LINE WHICH IF PARALLEL WITH AND DISTANT 20 FEET NORTHWESTERLY FROM THE COURSE ABOVE DESCRIBED AS "NORTH 71° 53' 05" EAST 601.62 FEET"; THENCE SOUTH 71° 53' 05" WEST, ALONG SAID PARALLEL LINE, 596.78 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID TRACT OF LAND DEEDED TO ADELINA PLEASANTS; THENCE SOUTH 18° 06' 55" EAST ALONG SAID WESTERLY LINE 20 FEET TO THE TRUE POINT BEGINNING.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY TO USE, MAINTAIN, ALTER, REPAIR AND RECONSTRUCT A ROADWAY FOR PURPOSES OF INGRESS AND EGRESS OVER A STRIP OF LAND, 20.00 FEET IN WIDTH, IN BLOCK 148 AND 149 OF IRVINE'S SUBDIVISION AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, RECORDS OF SAID COUNTY THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING OF NORTH 41° 14' 13" WEST AND A DISTANCE OF 969.84 FEET AS DESCRIBED IN PARCEL 239 OF A DEED TO THE COUNTY OF ORANGE, RECORDED AUGUST 28, 1969 IN BOOK 9063, PAGE 900, OFFICIAL RECORDS OF SAID COUNTY, SAID COURSE BEING IN THE CENTERLINE OF SANTIAGO CANYON ROAD, 80.00 FEET WIDE AS DESCRIBED IN SAID DEED; THENCE NORTH 41° 14' 13" WEST ALONG SAID COURSE 249.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID COURSE NORTH 62° 29' 25" EAST 97.10 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19° 39' 50" AN ARC DISTANCE OF 41.18 FEET; THENCE NORTH 82° 09' 15" EAST 91.81 FEET; THENCE SOUTH

58° 59' 47" EAST 181.31 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN A DEED TO ADELINE PLEASANTS RECORDED NOVEMBER 25, 1913 IN BOOK 243, PAGE 255 OF DEEDS, RECORDS OF SAID COUNTY. THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON SAID NORTHWESTERLY LINE.

EXCEPT THAT PORTION LYING WITHIN SAID PARCEL 239.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR ROAD, PEDESTRIAN AND UTILITY PURPOSES OVER THE NORTHWESTERLY 20.00 FEET OF PARCEL 2, AS SHOWN ON A MAP FILED IN BOOK 62, PAGE 31 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

PARCEL 6:

PARCELS 1, 2 AND 3 OF PARCEL MAP NO. 88-330, AS SHOWN ON A MAP FILED IN BOOK 292, PAGES 1 AND 2 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 105-201-32, 105-201-35, 105-201-87, 105-201-89

May 7, 2025

ORANGE COUNTY BOARD OF [X] Mailed [] Distributed at meeting ^{RA}

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: David Giordano, Associate Superintendent, Administrative Services

SUBJECT: Approve Selection of Contractor for Pre-Construction Services for the Rancho Sonado Property

BACKGROUND:

The Board approved Resolution # 06-25 at the April 2, 2025 Board meeting authorizing the execution of a Lease-Lease-Leaseback delivery method for the Rancho Sonado Project including approval of Lease-Leaseback Service Agreement Templates, Request for Proposals (RFP) for Pre-Construction and Lease-Leaseback Services.

The County Superintendent issued a Request for Proposals ("RFP") inviting contractors to submit qualifications and proposal to perform the work required by the Project setting forth the criteria and scoring of the proposals, including relevant experience, safety record, price proposal, and other criteria specified by the County Superintendent. Staff received proposals from nine (9) prequalified contractors.

A Proposal Evaluation Committee reviewed and evaluated the nine (9) proposals received based upon the criteria and evaluation methodology set forth in the RFP and assigned scores to each proposal, and interviewed six (6) firms. Once the evaluation process was complete, the Proposal Evaluation Committee determined the proposer with the best value score.

Based on the Proposal Evaluation Committee's assessment of proposals, C.W. Driver, LLC ("Contractor") achieved the highest best value score.

RECOMMENDATION:

It is recommended that the Governing Board approve the selection of C.W. Driver, LLC to provide Pre-Construction Services, and approve the Pre-Construction Services Agreement with C.W. Driver, LLC for the Rancho Sonado Project.

DG:sh

**APPROVE THE SELECTION OF THE CONTRACTOR TO PROVIDE PRE-
CONSTRUCTION SERVICES FOR THE RANCHO SONADO PROJECT**

RESOLUTION NO. 14-25

WHEREAS, County Superintendent plans to re-construct the Rancho Sonado site (“Project”) using the Lease-leaseback construction delivery method;

WHEREAS, Education Code Section 17406 authorizes the Board to let to any person, firm or corporation any real property belonging to the Board if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the use of the County Superintendent during the term of the lease, and provides that title to that building or buildings shall vest in the Board at the expiration of that term;

WHEREAS, the selection of any lease-leaseback proposer pursuant to Education Code section 17406 was based on a competitive solicitation process and a contract to be awarded to the proposer providing the “best value” to the County Superintendent, taking into consideration the proposer’s demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required;

WHEREAS, pursuant to Education Code section 17400(b)(1), “best value” means a competitive procurement process whereby the selected proposer is selected on the basis of objective criteria for evaluating the qualifications of proposers with the resulting selection representing the best combination of price and qualifications;

WHEREAS, the Board at its’ April 2, 2025 Board meeting approved Resolution # 06-25 authorizing the execution of a Lease-Lease-Leaseback delivery method for the Rancho Sonado Project including approval of Lease-Leaseback Service Agreement Templates, Request for Proposals (RFP) for Pre-Construction and Lease-Leaseback Services;

WHEREAS, the County Superintendent’s issued a Request for Proposals (“RFP”) inviting contractors to submit qualifications and proposal to perform the work required by the Project setting forth the criteria and scoring of the proposals, including relevant experience, safety record, price proposal, and other criteria specified by the County Superintendent. Staff received proposals from nine (9) prequalified contractors;

WHEREAS, a Proposal Evaluation Committee reviewed and evaluated the nine (9) proposals received based upon the criteria and evaluation methodology set forth in the RFP and assigned scores to each proposal, and interviewed six (6) firms. Once the evaluation process was complete, the Proposal Evaluation Committee determined the proposer with the best value score;

WHEREAS, based on the Proposal Evaluation Committee’s assessment of proposals, C.W. Driver, LLC (“Contractor”) achieved the highest best value score.

NOW, THEREFORE, THE GOVERNING BOARD OF THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Determination of Best Value Contractor. The County Superintendent implemented an RFP process and in accordance with Education Code section 17406, determined that Contractor was responsive and received the best value score based on the evaluation of objective criteria contained in the RFP.

Section 3. Approve Selection of Best Value Contractor. County Superintendent approves the selection of C.W. Driver, LLC as the Lease-Leaseback Pre-Construction contractor pursuant to Request for Proposal Number 24-06.

Section 4. Other Acts; Delegation. The County Superintendent hereby approves a delegation of authority and appoints its Associate Superintendent, Administrative Services, who is hereby authorized and directed to negotiate and finalize the Pre-Construction Agreement, Site Lease, Sub Lease and Construction Services Agreement; issue a notice to proceed; approve changes to the Project in accordance with the Construction Services Agreement; record a notice of completion for the Project upon completion; and to otherwise carry out the intent of this Resolution. Said delegation shall be valid until otherwise rescinded by the Board.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the Governing Board of the Orange County Superintendent of Schools on May 7, 2025 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

I, _____, Secretary of the Orange County Board of Education, the Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Secretary

PRE-CONSTRUCTION SERVICES AGREEMENT

This Pre-Construction Services Agreement (“Agreement”) is made and entered into effective May 7, 2025, by and between the Orange County Superintendent of Schools (hereinafter “Superintendent”) and C.W. Driver, LLC a licensed California building contractor (hereinafter “Contractor”) in relation to the Rancho Sonado Project (“Project”).

RECITALS

WHEREAS, Superintendent conducted a best value selection process through a competitive request for sealed proposals to select a contractor to provide both pre-construction services and lease-leaseback construction services pursuant to and in accordance with Education Code section 17406, which resulted in the selection of Contractor as the successful respondent.

WHEREAS, Contractor and Superintendent desire to enter into a lease-leaseback arrangement for construction of the Project pursuant to Education Code section 17406, which arrangement will be documented by a Lease and Sublease with attachments, including, but not limited to, a Construction Services Agreement (collectively, “Lease-Leaseback Agreements”).

WHEREAS, Education Code section 17402 states that the Superintendent must have adopted the plans and specifications for the Project after approval of those documents by the Division of the State Architect (“DSA”), which must occur prior to entering into the Lease-Leaseback Agreements.

WHEREAS, Contractor desires to provide consulting services to the Superintendent with respect to reviewing the plans and specifications to identify and call out all deficiencies, incongruities and inconsistencies that may affect constructability of the Project including, but not limited to, design and specification omissions, incomplete and/or inconsistent plans, details and specifications, and any lack of coordination, together with all other appropriate, necessary and/or required services in accordance with the applicable standard of care, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the plans and specifications (“Services” or “Pre-Construction Services”) to facilitate, and in preparation for, the successful development and construction of the Project.

WHEREAS, this is not an agreement for design-build services.

WHEREAS, Contractor represents that it has the knowledge and experience necessary to perform the Services set forth in this Agreement.

WHEREAS, the parties acknowledge that the Contractor and Superintendent anticipate negotiating and entering into Lease-Leaseback Documents which utilize a guaranteed maximum sum for complete construction of the Project, which guaranteed maximum sum will include the fee provided herein, and the parties also acknowledge that the Superintendent may opt not to enter into Lease-Leaseback Agreements or otherwise proceed with the Project with or without Contractor, for any reason or no reasons, in Superintendent’s sole and absolute discretion.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **DEFINITIONS**. As used in this Agreement, the following terms shall have the meanings specified herein unless the context requires otherwise.

“Architect” shall mean the Architect of Record for the design of the Project, currently tBP/Architecture, or any successor architect of record approved and appointed by the Board for the design of the Project.

“Board” shall mean the Orange County Board of Education.

“Construction Budget” shall mean the amount of money that the Superintendent has allocated for all construction.

“Construction Cost” shall mean the cost to perform all Work pursuant to the Construction Documents.

“Consultant(s)” includes an architect, engineer, planner, landscape architect, inspector or other professional/advisor with whom the Superintendent contracts with directly or indirectly to perform Project-related services.

“Construction Documents” shall mean those documents which are required for the actual construction of the Project as accepted and approved by DSA and the Superintendent’s Governing Board, including not limited to the complete final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required, as well as all related correspondence providing additional direction as to the design intent, including RFIs, reviewed submittals, CCDs, change orders, etc.

“Contractor” shall mean the licensed Contractor performing the professional services under this Agreement, as authorized by Government Code sections Government Code 4525, 4526, 4529.5.

“Day” shall mean a calendar day unless otherwise specifically designated.

“Superintendent Representative” shall mean David Giordano, or his designee, and any successor appointed by Superintendent.

“DSA Laws and Regulations” shall mean, in connection with each construction phase, the laws and regulations relating to the jurisdiction and authority of the Division of the State Architect in effect at the time construction is approved and the applicable permits, if any, are obtained, including, without limitation, the Field Act, Education Code sections 17280 et seq., and the California Disabled Access Law, Government Code sections 4450, et seq., along with all related laws, regulations rules and policies.

“Educational Specifications” shall mean the Superintendent’s approved educational specifications for school facility construction and incorporated herein by this reference and approved by the Board.

“General Conditions” shall mean the agreed upon overhead, temporary utilities, trailers, equipment and other on Site and off Site costs borne by the Contractor during Construction Phase of the Project.

“GMP” shall mean the Guaranteed Maximum Price” as that term is defined by State law for purposes of the Lease Leaseback delivery method of public school construction.

“Master Project Schedule” shall mean the Project schedule and any Master Project Schedule presented to, and approved by, the Board at a later date.

“Project” shall mean the pre-construction and construction of the facilities that will comprise of the reconstruction of the indoor and outdoor educational and instructional spaces and facilities at the Rancho Sonado property.

“Project Budget” shall mean the budget for the Project, prepared and revised by the Program Manager and the Contractor and approved by Superintendent during the pre-construction phase and approved by the Board.

“Program Manager” shall mean David Giordano, the Superintendent Board of Education’s approved Program Manager, and any successor appointed by the Superintendent, if any.

“Reimbursable Expenses” shall mean any item of expense approved by the Superintendent as a reimbursable expense in connection with this Agreement and as detailed in Exhibit B.

“Site” shall mean the site located at 8755 Santiago Canyon Road, Silverado, California.

“Work” shall mean all the construction, work, labor, materials, machinery, equipment, tools, supplies, services and other items that the Contractor is to perform or provide in connection with the Project pursuant to the Construction Documents.

ARTICLE 2

BASIC SERVICES AND RESPONSIBILITIES

Contractor represents to the Superintendent that: (i) it has previously acted as a Contractor; (ii) it has the necessary license(s) required by law for the Services set forth in this Agreement, (License No.1009002); and (iii) it has expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects.

Contractor covenants to provide its best skill and judgment in furthering the interests of the Superintendent in the performance of its obligations under this Agreement. Contractor agrees to

furnish efficient business administration and management services and to perform in an expeditious and economical manner consistent with the interests of the Superintendent. Contractor shall provide all services with respect to the Project as set forth in this Agreement and the attached exhibits (the "Services").

It is understood and agreed that time is of the essence in connection with the funding plan and the design and construction of the Project and Contractor agrees to use its best efforts to ensure that the Project is submitted to DSA for approval by no later than July 31, 2025.

Unless directed otherwise by the Superintendent, the Superintendent's Representative, and/or the Program Manager, the Contractor shall direct all communication, correspondence, and other interactions with the Superintendent through the Program Manager, including communication with the Superintendent's personnel, the Architect, the Superintendent's Consultants, and any other agencies, organizations, or outside entities.

2.1 BASIC SERVICES. The Basic Services shall include Project design review and evaluation, planning for construction mobilization and supervision, Construction Cost estimating and analysis, Project scheduling, and cost-benefit analysis, including, but not limited to, the tasks identified below.

2.1.1 Contractor shall communicate and coordinate with the Superintendent and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Superintendent.

2.1.2 Contractor shall provide a preliminary evaluation of the Superintendent's schedule and Construction Budget, each in terms of the other.

2.1.3 The Architect's agreement with the Superintendent may include numerous phases of services described in such agreement. During the Architect's services, Contractor shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and development of proposed guaranteed maximum price ("GMP").

2.1.4 Contractor shall perform the Pre-Construction Services as defined in the Recitals and further detailed in this Article 2 in accordance with the applicable standard of care for a licensed contractor, excluding only responsibility for the professional negligence of any licensed engineer or architect in the preparation of the plans and specifications:

(1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work. Contractor shall submit to the Program Manager, at each document review phase, an analysis of the Architect's program in comparison to the Superintendent's approved Educational Specifications, including quantified cost and time impacts associated with each variance;

- (2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed Site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.
- (3) Contractor shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to Construction Cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies;
- (4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:
 - (i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project Scope of Work;
 - (ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Program Manager in a timely manner for review and consideration;
 - (iii) Identify long lead procurement items and approval activities required for each trade's scope of work;
 - (iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work; and
 - (v) Ensure that all Construction Documents submitted to DSA shall be constructible by a competent general building contractor duly licensed by the State of California, without need for any Requests for Information, Supplemental Instructions, Change Orders or similar inquiries or changes in order to complete construction of the full Scope of Work within a Construction Cost, including all contingencies and allowances, not to exceed 90% of the Construction Budget and to form the basis of the Guaranteed Maximum Price for the Project.
- (5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated and that all clashes and inconsistencies are identified and remedied through, or to the equivalent extent of Building Information Management clash detection analysis;
- (6) Perform ongoing and accurate Construction Cost estimating to confirm that

cost to perform the Work does not exceed the Construction Budget, including regular reconciliation reports between Architect's and Contractor's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, and further phases as needed;

(7) Prepare an ongoing and accurate, and periodically update, Master Project Schedule for the Architect's review and the Superintendent's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Master Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe. Contractor coordinate and collaborate with the Architect as necessary to prepare, and shall prepare accordingly the portion of the preliminary Project schedule relating to the performance of the Architect's services in accordance with the Architect's agreement(s) with the Superintendent. In the Master Project Schedule, Contractor shall coordinate and integrate Contractor's Services, the Architect's services, the construction of the Project, the Superintendent's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items;

(8) Develop a list of recommended contingencies, allowances, and estimated escalation;

(9) Develop proposed General Conditions and all proposed markups including but not limited to: fee, insurance, and bonding. Develop Site logistics and safety plan showing laydown areas, construction traffic flow and construction personnel parking;

(10) Develop a list of potential subcontractors and confirm subcontractors that must be prequalified under Public Contract Code section 20111.6 are prequalified;

(11) Develop proposed GMP with full detail and notes, all contingencies and allowances, and any approved alternates and associated pricing; and

(12) Confirm the Construction Documents comply with applicable DSA Laws and Regulations.

2.1.5 Further, Contractor shall provide ongoing advice to the Superintendent and the Architect in a team effort to assure that the Project is delivered on time and on budget.

To provide such ongoing support and consulting, the Contractor shall:

- (1) Participate in Project progress meetings, as scheduled by the Program Manager, with Architect and Program Manager to provide ongoing updates of status of items set forth in 2.1.4 above, and to discuss any and all issues that arise that may affect the Project;
- (2) Prepare a monthly progress report and provide weekly updates as needed to include, but not be limited to, the following information:
 - (i) Status of all required deliverables in progress, and required within 4 weeks of date of report;
 - (ii) Design intent and scope questions;
 - (iii) Programming status;
 - (iv) Coordination reviews;
 - (v) Regulatory and agency review updates;
 - (vi) Progress on any required studies and deliverables;
 - (vii) Contract administration;
 - (viii) Budget and value engineering; and
 - (ix) Schedule status;
- (3) Provide support to the Program Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including, but not limited to: (i) attending meetings with Program Manager, (ii) preparing reports and presentations to demonstrate Project progress, (iii) coordinating with Architect and Consultants to ensure complete and accurate information is provided at all times to the Board and Citizens' Bond Oversight Committee.

2.1.6 Following the Superintendent's approval of each phase of the development of Construction Documents, Contractor shall update and submit the latest estimate of the Construction Cost and the Master Project Schedule, and all other phase deliverables.

2.2 ADDITIONAL SERVICES

Services in addition to those set forth in this Agreement will require written request or pre-authorization in writing by the Superintendent following specific approval of such services by the Board. It is understood and agreed that Contractor shall not perform any services in addition to those set forth in this Agreement unless and until Contractor receives specific written approval for such additional services from the Board. It is understood and agreed that if Contractor performs

services in addition to those set forth in this Agreement without receiving prior written approval from the Board, Contractor shall not be paid for such services.

2.3 TIME

2.3.1 Contractor shall perform the Services set forth in this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project. Time is of the essence in connection with the Project and with all of Contractor's Services. All Services in this Agreement shall be completed on or before March 31, 2026.

2.3.2 Contractor shall be entitled to an extension of time for the time of completion for delay which may arise due to an act of God, such as an earthquake, flood or fire, or an act of a public enemy or act of war, if such act results in delays on any approvals necessary for completion of the Project, but Contractor shall have no claim for any other compensation for such delay.

2.3.3 Should the schedule for the construction of the Project be extended due to an added scope of work as directed by the Superintendent and approved by the Board or an extension of the schedule related to governmental agency approvals necessary for completion of the Project, the time for performance under this Agreement shall be extended and Contractor may be compensated for this extension as mutually agreed by the parties.

ARTICLE 3 **THE SUPERINTENDENT'S RESPONSIBILITIES**

3.1 The Superintendent shall provide all information actually known to Superintendent, without obligation or duty to undertake any investigation, research, inspection, inquiry, regarding the requirements of the Project including the Superintendent's objectives, constraints and criteria.

3.2 The Superintendent shall designate a Superintendent Representative to act on the Superintendent's behalf with respect to the Project. The Superintendent, or the Superintendent Representative, if authorized, shall render decisions promptly to avoid unreasonable delay in the progress of Contractor's Services.

3.3 The Superintendent shall furnish tests, inspections and reports as required by law or the Construction Documents.

3.4 If the Superintendent observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, prompt notice thereof shall be given by the Superintendent to Contractor. Superintendent has no obligation or duty to undertake any investigation, research, inspection, inquiry or other steps to discover any fault or defect in the Project, or nonconformance with the Construction Documents, but only the obligation to inform Contractor of any specific fault, defect or non-conformance of which the Superintendent actually becomes aware.

3.5 The Superintendent reserves all rights regarding the Project and any development,

progress or Work thereon, including the right to cease any or all Work on or related to the Project, the right to perform Work related to the Project with the Superintendent's own forces and/or whether to award any contracts to any person or entity in connection with the Project. Contractor understands and acknowledges that this Agreement contains no promise to enter into or negotiate any further agreement, Work or engagement with or for Superintendent by and between the Superintendent and Contractor.

3.6 The Superintendent shall retain the Architect whose services, duties and responsibilities are described in the agreement between the Superintendent and the Architect. The Superintendent-Architect agreement shall be furnished to Contractor upon request.

ARTICLE 4 **CONSTRUCTION COST**

4.1 Construction Cost shall not include the compensation of Contractor for the Services performed under this Agreement, nor all services of the Architect and Consultant, the cost of land, rights-of-way and other costs that are the responsibility of the Superintendent.

4.2 Contractor shall consult with the Architect and the Superintendent to suggest reasonable adjustments in the scope of the Project, and to suggest revisions in the Construction Documents to adjust the Construction Costs so that it does not exceed the allowable Construction Budget indicated in the attached Exhibit "A".

4.3 Contractor shall provide for the Superintendent's review and acceptance, a monthly report showing the status of the Project. With the Superintendent's assistance, and in accordance with Superintendent procedures, Contractor shall provide all construction related Board agenda items. Examples: change orders, notices to proceed, notice of completion, use of contingencies and allowances, etc.

ARTICLE 5 **BASIS OF COMPENSATION AND PAYMENT**

5.1 COMPENSATION AMOUNT. The Contractor shall perform the Services as set forth in this Agreement for a fee not to exceed One Million Nine Hundred Thirty-four Thousand Four Hundred Eighty-four dollars (\$1,934,484.00) (the "Pre-construction Services Fee") which shall otherwise be invoiced and paid in accordance with this Article. In any event that Contractor invoices the Pre-construction Services Fee prior to completion of all Services required of Contractor herein, Contractor shall continue to perform all Services required herein through completion for the Pre-construction Services Fee received as good and sufficient consideration of all Services required of Contractor herein.

Reimbursable expenses, other than Approved Charges, as designated in Exhibit "B," are included in the Pre-construction Services Fee. Approved Charges, as designated in Exhibit "B," shall be reimbursed by the Superintendent as described in this Article 5.

5.2 METHOD OF PAYMENT. Contractor shall submit for the Superintendent's approval a proposed Schedule of Values ("SOV") within 14 Days of receipt of executed Agreement, indicating the Contractor's distribution of the Pre-construction Services Fee among the various Services for use in determining the billable amounts to be invoiced by the Contractor to the Superintendent. The Superintendent approval of the SOV shall not be unreasonably withheld.

Contractor shall allocate in the SOV a minimum of 5% of Pre-construction Services Fee to the DSA approval of the Project, and 5% of the Pre-construction Services Fee to the completion of Construction Documents review/preparation of the proposed GMP.

5.3 INVOICING FOR SERVICES. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the Superintendent to consider an interim invoice, Contractor shall submit an invoice in form and substance satisfactory to the Superintendent in an amount not to exceed the amount specified as the portion of the Pre-construction Services Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

Contractor shall identify all Reimbursable Expenses or charges included in the invoice or request for payment as separate from Pre-construction Services Fee line items, and provide a cumulative total of Reimbursable Expenses billed to date, current reimbursable amount billed, and remaining amount for Reimbursable Expenses as provided for in this Agreement. All Reimbursable Expenses shall be identified using the categories agreed upon by the parties. Requests for Reimbursable Expenses shall be limited to the categories of charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board, and must be within the total amount allowable per this Agreement. A request for reimbursement of a reimbursable direct charge (General Conditions) is limited to the categories of Approved Charges listed in Exhibit "B", and any other categories of charges agreed to at a later date by the Board.

Each invoice or request for payment shall also be accompanied by a certificate from Contractor to the effect that invoice or request for payment is a true and accurate reflection of the Services performed by Contractor and that the items for which compensation is requested have not been previously paid for or denied compensation by the Superintendent.

5.4 TIMING OF PAYMENT. Superintendent shall pay Contractor for all undisputed amounts, which are approved by the Superintendent pursuant to this Agreement no later than thirty (30) calendar days from the date of receipt by the Superintendent of an approved invoice from Contractor.

ARTICLE 6

TERMINATION, ABANDONMENT OR SUSPENSION OF WORK

6.1 TERMINATION OF PRE-CONSTRUCTION SERVICES

6.1.1 The Superintendent may terminate all or any portion of this Agreement or the Services for cause in the event Contractor fails to promptly and efficiently perform the

Services or otherwise fails to comply with the terms of this Agreement. The termination shall be effective if Contractor fails to fully cure such default within ten (10) Days following issuance of written notice thereof by the Superintendent. The Superintendent in its sole discretion may allow the Contractor more than ten (10) Days to fully cure such default. In the event of termination due to a breach of this Agreement by Contractor, the compensation due Contractor upon termination shall be reduced by the amount of damages sustained by the Superintendent due to such breach.

In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article 6.1.2 below, and Contractor shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

6.1.2 Superintendent shall also have the right in its absolute discretion, without cause, to terminate this Agreement in the event the Superintendent is not satisfied with the working relationship with Contractor following ten (10) Days prior written notice from Superintendent to Contractor. In the event that Superintendent chooses to terminate this Agreement for convenience, without cause, Contractor shall be compensated for all approved Services performed and all Approved Charges incurred pursuant to this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the termination for convenience plus any sums due the Contractor for approved extra services. In addition to the compensation described above, the Contractor will receive a payment equal the payment of: (1) 3% of the Pre-construction Services Fee incurred to date if less than 50% of the Pre-construction Services Fee has been paid; or (2) 3% of the remaining Pre-construction Services Fee if more than 50% of the Pre-construction Services Fee has been paid. This payment is agreed to compensate Contractor for any damages resulting from early termination and is consideration for entry into this termination for convenience clause.

6.2 CONTINUANCE OF WORK

In the event of a dispute between the parties as to performance of the Services by Contractor or the interpretation of this Agreement, or payment or nonpayment for Services performed or not performed, the parties shall attempt to resolve the dispute. The Superintendent and Contractor agree to seek, in good faith, a timely and equitable resolution of a dispute. All efforts will be made by both the Superintendent and Contractor to avoid any legal proceedings arising from a dispute.

However, pending resolution of a dispute, Contractor agrees to continue the Services diligently to completion and the Superintendent agrees to continue paying Contractor all undisputed compensation in accordance with Article 5. If the dispute is not resolved, Contractor agrees it shall neither terminate the Agreement nor stop the progress of its Services, but Contractor's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute.

6.3 ABANDONMENT OF THE PROJECT

The Superintendent has the absolute discretion to suspend or abandon all or any portion of the Work on the Project and may do so upon fourteen (14) Days' written notice to Contractor. Upon notice of suspension or abandonment, Contractor shall immediately discontinue any further action on the Project or the abandoned portion of the Project, as applicable. If the entire Work to be performed on the Project is abandoned, the parties shall each be relieved of the remaining executory obligation of the Agreement, as it relates to the Project, but shall not be relieved of any obligations arising prior to said abandonment.

6.4 COMPENSATION IN THE EVENT OF TERMINATION, ABANDONMENT OR SUSPENSION

In the event the Superintendent terminates this Agreement for cause, abandons or suspends the Work on the Project, there shall be due and payable within thirty (30) Days following such termination, abandonment or suspension a sum of money sufficient to increase the total amount paid to Contractor to an amount which bears the same proportion to the Pre-construction Services Fee as the amount of Services performed or provided by Contractor prior to the time of such termination, suspension or abandonment of this Agreement bears to the entire Services Contractor is required to perform pursuant to this Agreement.

6.5 DELIVERY/OWNERSHIP OF DOCUMENTS

Upon termination, abandonment or suspension, Contractor shall deliver to the Superintendent all documents and materials related to the Project. It is agreed that the Superintendent is the sole owner of all documents, schedules and materials concerning the Project.

ARTICLE 7 INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and save and hold the Superintendent, its Board, officers, employees, agents and authorized volunteers (the "Indemnitees") harmless from any and all liability arising out of:

7.1.1 Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees arising out of Contractor's performance of Services under this Agreement;

7.1.2 Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Indemnitees, or any person, firm or corporation employed by the Contractor or the Indemnitees upon or in connection with this Agreement or the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the Indemnitees. The Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the

Indemnitees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Indemnitees in any action, suit or other proceedings as a result thereof; and

7.1.3 Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Services under this Agreement, including injury or damage either on or off Superintendent property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the Indemnitees.

7.2 Contractor's obligation to defend and indemnify as outlined above will be continuing and shall survive the term of this Agreement or any earlier termination of this Agreement.

ARTICLE 8

SUCCESSORS, SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that Contractor shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the Superintendent. Any attempted assignment without such consent shall be invalid.

ARTICLE 9

APPLICABLE LAW

The laws of the State of California shall govern this Agreement, however, in the event that the Superintendent receives any State funding for the Project from the State Allocation Board, this Agreement shall also be governed by any applicable laws and/or regulations relating to such State funding from the State Allocation Board (collectively the "Applicable Law"). To the extent that there is any inconsistency between this Agreement and the Applicable Law, or this Agreement omits any requirement of the Applicable Law, the language of the Applicable Law, in effect on the date of the execution of this Agreement, shall prevail.

ARTICLE 10

CONTRACTOR NOT AN OFFICER OR EMPLOYEE OF SUPERINTENDENT

While engaged in carrying out and complying with the terms and conditions of this Agreement, Contractor is an independent construction management consultant and not an officer or employee of the Superintendent.

ARTICLE 11 INSURANCE

11.1 Without in any way affecting the indemnity provided in or by Article 7, before commencement of any Services, Contractor shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the Superintendent against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2 Minimum Limits of Insurance. Contractor shall procure and maintain the types and amounts of coverage as follows:

11.2.1 Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000 annual aggregate.

11.2.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

11.2.3 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto), but not less than \$1,000,000.

11.2.4 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.3 Minimum Scope of Insurance.

11.3.1 Commercial General Liability insurance shall be written on Insurance Services Office Form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Superintendent, but not self-insured retention without written approval from Superintendent.

11.3.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after

final completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

11.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.4.1 The Commercial General Liability policy shall name Superintendent, the Board and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Contractor’s insurance and shall not contribute with it.

11.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against the Superintendent, the Board and each member thereof, its officers, employees, agents, and volunteers.

11.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) Days prior written notice has been given to the Superintendent by the carrier. In the case of cancellation for non-payment, ten (10) Days’ notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.5.1 Be issued by insurance companies admitted to do business in the State of California, or permitted to do business under the Surplus Line Law of the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Contractor shall notify Superintendent in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of Superintendent, either 1) Superintendent can accept the lower rating; or 2) Contractor shall be required to procure insurance from another insurer.

11.5.2 Except for professional liability policies, all insurance required by this Article shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Superintendent, its Board, its directors, officials, officers, employees and agents.

11.5.3 Contractor shall promptly notify the Superintendent of any materials change in the coverage, scope, or amount of any policy.

11.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the Superintendent shall be excess coverage for benefit of the Superintendent only and non-contributory.

11.5.5 At all times while this Agreement remains in effect, Contractor shall maintain on file with the Superintendent valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the Superintendent within twenty-one (21) Days of execution of this Agreement and prior to the commencement of Services, and on renewal of the policy, not less than twenty (20) Days before the expiration of the term of the policy.

11.5.6 If Contractor fails to provide or maintain the required insurance, the Superintendent may, at its sole and absolute discretion, obtain such insurance at the Contractor's expense and deduct the premium from any fees or Reimbursable Expenses subsequently invoiced by Contractor.

11.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the Superintendent and must be reduced to a level deemed acceptable by the Superintendent in writing. Contractor agrees that, at the option of the Superintendent, it will either: (A) arrange for the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the Superintendent, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

ARTICLE 12

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Superintendent and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Superintendent and Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent construction management consultant. Contractor understands and agrees that Contractor and all of Contractor's employees, Contractor, subconsultants or other subcontractors shall not be considered officers, employees or agents of the Superintendent, and are not entitled to benefits of any kind or nature normally provided employees of the Superintendent and/or to which Superintendent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation insurance. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees, agents, Contractor or

subconsultants as they relate to the services to be provided under this Agreement. Contractor assumes full responsibility for payment of all federal, state and local taxes, and all contributions, including all employment benefits, unemployment insurance, social security and income taxes for Contractor's employees, Contractor, subconsultants or other subcontractors.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Superintendent or Contractor.

Superintendent and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement without the express, written consent of Superintendent, which may be withheld by Superintendent for any reason or no reason, in Superintendent's absolute discretion.

This Agreement shall be governed by the laws of the State of California. Venue for any action or proceeding shall rest in Orange County. In the event of any claim or civil action between Superintendent and Contractor to enforce this Agreement, each party will bear its own attorneys' fees.

While it is the intent of the parties that, if the Project continues, they will engage in good faith efforts to negotiate a further, separate and distinct set of agreements for construction of the Project, the Superintendent retains sole and complete discretion to cease the Project, suspend the Project, or engage any other person or firm to provide any or all further services related to the Project. Nothing in this Agreement obligates the Superintendent to engage the Contractor, or to attempt to negotiate with the Contractor to provide Services or Work in any further agreements or capacity, whatsoever.

The parties, through their authorized representatives, have executed this Agreement on the day and year first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

C.W. DRIVER, LLC.

By: _____

Name: _____

Title: _____

SUPERINTENDENT:

Orange County Superintendent of Schools

By: _____

Name: _____

Title: _____

EXHIBIT “A”
PROJECT BUDGET

EXHIBIT "B"

BASIS OF COMPENSATION

Pre-construction Services Fee Amount: **\$1,934,484.00 (100%)**

Proposed Fee Payout

The pre-construction contractor shall bill the Superintendent by an hourly basis. The fees invoiced shall not exceed the following percentages of the not to exceed amount, by phase.

Program Feasibility & Constructability Review:	10%
Schematic Design Review:	10%
Design Development Review:	20%
Construction Document Review:	30%
DSA Submittal:	15%
DSA Approval:	5%
Proposed GMP Submittal:	5%
Final GMP Approval:	5%
Pre-construction Services Fee	100%

Approved Charges*:

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the Superintendent.
- Expenses incurred on behalf of the Superintendent as directed in writing.

*Note: Approved Charges not explicitly listed above must be approved in writing by the Superintendent prior to invoicing for reimbursement.

Approved Hourly Rates for Services:**

- _____
- _____
- _____
- _____
- _____

**Note: Additional services must be approved in writing by the Superintendent prior to proceeding with Work, or invoice for Services.

EXHIBIT “C”
MASTER PROJECT SCHEDULE

EXHIBIT "D"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES

Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project Site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the Owner with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At Owner's sole discretion, Owner may make a finding, as authorized under Education Code section 45125.1, that Contractor's employees will have only "limited contact" with pupils. Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at Owner's sole discretion, without any further compensation to Contractor.

Contractor shall complete the form on the following page certifying compliance with these provisions:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ [Name of Contractor] certifies that it has performed and agrees to one of the following (check the appropriate box(es):

- ☐ Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks by submitting fingerprints of Contractor and all its employees (which includes any sole proprietor as used in this form) providing services to the Orange County Superintendent of Schools ("Superintendent") pursuant to the contract/purchase order dated _____ to the California Department of Justice, and certifies that none have been convicted of any felony specified in Education Code section 45122.1. Contractor shall immediately provide any subsequent arrest and conviction information to the Superintendent. Contractor shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of any felony specified in Education Code section 45122.1. As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- ☐ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For the purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20____

[Name of Contractor]

By its:_____

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

ATTACHMENT A:

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

May 7, 2025

RA

ORANGE COUNTY BOARD (

[X] Mailed [] Distributed at meeting

BOARD AGENDA ITEM

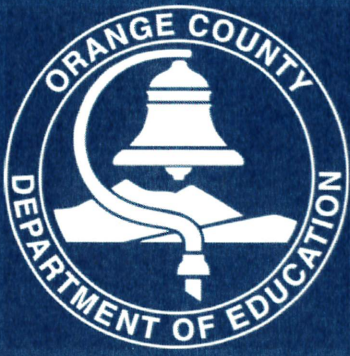
DATE: May 7, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: Ken L. Williams, D.O., Board President
Lisa Sparks, Ph.D., Trustee, Area 5
SUBJECT: Board Executive Liaison

The Orange County Board of Education ("Board") and Orange County Superintendent of Schools ("Superintendent" or "Department") shall create a Board Executive Liaison (Executive Liaison) position. The Executive Liaison is a short-term Department employee dedicated to assisting the Board in fulfilling its official duties. (See Education Code §§1040, 1042, 1209, 48919, 48922, 46601, 47605, 47605.5, 47605.6, 5094, 1629, 60119, 1081, 87300, 1090, 51749.5, 1621, 76004.).

At a mutually agreeable time, representatives of the Board and Superintendent shall establish employment criteria, screen and interview candidates in compliance with the Brown Act. The Superintendent will create a job description specifying skill requirements and employment expectations. The candidate shall be introduced at a public Board meeting and placed at the appropriate level of the Department's salary schedule.

RECOMMENDATION

Approve the establishment of Board Executive Liaison.



JOIN OUR TEAM!

Orange County Board of Education Board Liaison

Salary Range: \$37-\$45/hour, depending on experience

The Orange County Board of Education (OCBE) is seeking a dynamic, community-oriented professional to serve as Liaison and Project Assistant for the OCBE. This unique role offers the opportunity to work directly with the Board to strengthen partnerships across Orange County, support governance and policy initiatives, and represent the Board at community events, legislative hearings, and public meetings.

Key opportunities of this role:

- ▶ Represent the OCBE and its trustees throughout Orange County.
- ▶ Attend and assist with events, meetings, and special projects.
- ▶ Manage high-level correspondence, research, and administrative tasks.
- ▶ Collaborate with the Orange County Superintendent of Schools, OCDE staff, government agencies, and educational partners.
- ▶ Support Board operations, communications, and public engagement efforts.

Successful candidates will be highly organized, professional, and collaborative professionals with excellent communication skills. A Bachelor's degree is desirable, with 5 years of administrative, communications, or similar experience preferred. Some evening and weekend work is required.

For the 2025-2026 school year, this novel and evolving position is designated as "short-term" to achieve specific projects and goals while allowing the OCBE and the Superintendent to evaluate data toward future staffing solutions. As such, the position will not work more than 75% of the school year.

Help make a lasting impact on education and communities throughout Orange County! For consideration, submit your resume and cover letter to recruitment@ocde.us no later than 5pm on May 28, 2025.

Questions? Let us help! Call 714.966.4141 or email recruitment@ocde.us

Item: Board Recommendations #22

May 7, 2025

RM

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Ken L. Williams, D.O., Board President

SUBJECT: Executive Committee Board Policy 100-25

RECOMMENDATION:

Approve the new Executive Committee Board Policy 100-25.

ORANGE COUNTY BOARD OF EDUCATION
Costa Mesa, California

Board Policy 100--25

The Orange County Board of Education ("Board") has traditionally adopted an Executive Committee operational model. (See Board Policies 100-2, 100-15.) The purpose and intent behind the Executive Committee model is to allow legal Board operations and discussions between regularly scheduled Board meetings consistent with the Ralph A. Brown Act.

This new board policy (Board Policy 100-25), clarifies and codifies into a board policy, entitled "Role of the Executive Committee" the following language:

- (1) The Executive Committee is comprised of the Board President and Board Vice President selected at the annual organizational meeting (See Education Code section 1009), and does not constitute a board quorum in compliance with the Ralph A. Brown Act.
- (2) The Executive Committee traditionally meets with the Orange County Superintendent of Schools ("Superintendent") and the Superintendent's designee(s), establishing and determining the board's agenda for each regularly scheduled Board meeting, and acts in accordance with Board Policy 100-2.
- (3) The Executive Committee facilitates Board functions between regularly scheduled Board meetings. The Executive Committee and the Board shall act in accordance with all applicable laws, including, but not limited to, Government Code section 54950 et seq., and Education Code sections 35012, 35140-35150, and 35160-35164.
- (4) Board policy 100-2 permits any member of the Board to place an item on the board agenda as an action or information item, and the Executive Committee retains sole authority to finalize the Board agenda.
- (5) Board Members, including the Executive Committee, may consult with the Superintendent, Superintendent's designee(s), and Board Counsel and/or General Counsel to determine the prudence and legal propriety of placing items on the agenda to include closed session items.
- (6) Matters and decisions of exigent or non-exigent origins require board approval at a regular, special, or emergency board meeting(s) in accordance to the Brown Act.
- (7) The purpose and role of the Executive Committee is to represent the best interests of the Board in all matters, working towards board consensus, board member involvement, full transparency, and openness on matters of governance on matters, that may or may not come before the Board as an agenda item.

Reference: California Government Code sections 54950-54963
California Education Code sections 35012, 35140-35150, 35160-35164

Adopted:

ORANGE COUNTY DEPARTMENT OF EDUCATION

Costa Mesa, California

BOARD POLICY

100-2

Board Agenda Items

Any member of the Orange County Board of Education has the authority to place an item on the Board Agenda to deliberate or vote upon. For placement of an agenda item on the board agenda, all accompanying back-up documents must be submitted to the Board secretary no later than 5:00 p.m. ten business days prior to the Board Meeting at which the Board is to consider the action item. Any member of the public wishing to address an issue with the Board, may do so under Public Comments during a regularly scheduled Board meeting, or may contact any member of the Board to request an item be filed on their behalf on the Board agenda. The submission of an item will be at the Board member's discretion and must be a matter for which the Board has jurisdiction. The Executive Committee, at its discretion, may approve items submitted less than ten (10) business days prior to a meeting for placement on the Board agenda.

In the event an action item fails to pass by a vote of the majority of the Board, the item may be placed on a subsequent Board agenda after six months under Board Member Comments, to deliberate its merits and/or any new information. If by Board approval it is determined the action item merits another official board vote, it may be placed back on a subsequent Board agenda as an action item.

Reference: Education Code Sections 1040 and 1041
Government Code Section 54954.3

Adopted: 06/18/1996

Revised: 08/29/1996
10/17/1996
12/09/2004
07/16/2014
03/10/2016

ORANGE COUNTY DEPARTMENT OF EDUCATION

Costa Mesa, California

BOARD POLICY

100-15

Board Executive Committee authority to retain and consult outside legal counsel

The Board Executive Committee is hereby authorized to consult and retain outside legal counsel for the Board. The Board may consult outside legal counsel if the Board Executive Committee determines outside legal services are necessary because either:

- (1) In-house counsel has a potential conflict of interest as determined by the Executive Committee or majority vote of the Board;
- (2) In-house counsel has failed to render timely advice in a matter as determined by the Executive Committee that is exigent in nature. At the following board meeting such action will be brought to the Board for vote;
- (3) The legal or administrative services being sought are in addition to those usually, customarily, and regularly obtained from in-house counsel;
- (4) The Board desires a second legal opinion from that requested from in-house counsel in a particular matter; or
- (5) Outside legal services are necessary for the sovereignty, confidentiality, efficacy of the Board and do not conflict with statutory guidelines.

Reference: Authority: California Education Code §§35041.5, 35160; 35160.1, 35160.2, 1042 (d), 1621; Jaynes v. Stockton (1961) 193 Cal. App. 2d 47

Adopted: 12/16/2015

Revised: 09/02/2020

May 7, 2025

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Jorge Valdes, Esq., Trustee, Area 1

SUBJECT: Proposed Amendment to the Charter Schools MOU

RECOMMENDATION:

Board discussion on the proposed amendment to the Charter Schools MOU.

III. FULFILLING CHARTER TERMS

B. Educational Program

3. 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 antidiscrimination laws 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 characters; 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.

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

C. Fiscal Operations

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

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

D. Fiscal Agent

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

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

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

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

G. Insurance and Liability

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

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

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

H. Human Resources

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

I. Contracts

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

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

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

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

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

J. Facilities Agreement

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

K. Zoning and Occupancy

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

2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statutes and regulations regarding submission of such a request to the school district.
3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, they will meet to attempt to resolve any concerns within ten calendar days of the dispute.

L. Dispute Resolution

The Parties acknowledge and agree that in addition to the provisions of the charter, dispute resolution procedures shall be consistent with applicable laws and regulations, including Education Code section 47607(g). The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between OCDE and Charter School, except any controversy or claim that is in any way related to revocation of this Charter School, pursuant to the terms of the dispute resolution procedures in the charter.

IV. MATERIAL REVISIONS

Modifications of the approved charter must be in writing and submitted to OCDE for review and determination as to whether such amendments must be submitted to the Board as a material revision to the charter. Such amendments may only be submitted to the Board upon the approval of Charter School's board and will take effect only if approved by the Board.

V. SEVERABILITY

If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy or statute, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

VI. NON-ASSIGNMENT

No portion of this Agreement or the Charter petition approved by the Board may be assigned to another entity without the prior written approval of the Board.

VII. WAIVER

A waiver of any provision or term of this Agreement must be in writing and signed by both Parties. Any such waiver shall not constitute a waiver of any other provision of this Agreement. All Parties agree that neither Party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992.

VIII. NONDISCRIMINATION

The Parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, including agreement that Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200 et seq., Charter School shall be open to all students. In addition to these nondiscrimination provisions, Charter School shall not discriminate against applicants or employees on the basis of any characteristics or categories protected by state or federal law. Charter School acknowledges and agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.

IX. NOTIFICATION

All notices, requests and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To OCDE at:

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

To Non profit name at:

Name
Address
City, State, Zip

X. INTEGRATION

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

XI. ORDER OF PRECEDENCE

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

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

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

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

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

May 7, 2025

RAK

☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

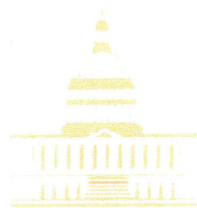
FROM: Ken L. Williams, D.O., Board President
Mari Barke, Board Vice President

SUBJECT: Sheehy Strategy Group – California Consulting and Lobbying Agreement

RECOMMENDATION:

Approve the 2025 Addendum to Agreement for the Sheehy Strategy Group.

Tom Sheehy
(916) 213-8998
Tom@sheehystrategygroup.com



SHEEHY STRATEGY GROUP

April 25th, 2025

Mr. Greg Rolen, Counsel
Orange County Board of Education
200 Kalmus Drive
Costa Mesa, CA 92626

Re: California Consulting and Lobbying Agreement – 2025 Addendum

Dear Greg,

Thank you for engaging Sheehy Strategy Group to represent the Orange County Board of Education (the “Board”) in providing government affairs, consulting, and lobbying services.

We appreciate the continued opportunity to serve the Board and to build upon our past successes. Should the Board wish to proceed with this revised agreement, we agree that, rather than entering into a new, separate agreement for this matter, the terms of our engagement dated September 7, 2022 (attached), as modified by our April 30, 2024 amendment (also attached), will apply—subject to the following changes:

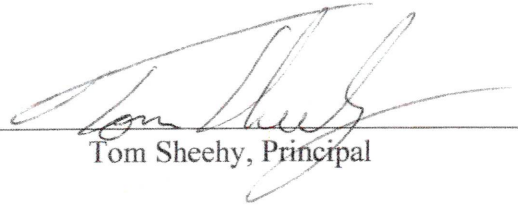
- 1) **Term.** Extend the ending date of the agreement from June 30th, 2025, to June 30th, 2026, except if termination clause is executed pursuant to section 9) Termination.
- 3) **Compensation.** In exchange for the Services, Client agrees to pay SSG the following amounts (the “Compensation”) no later than the twenty fifth (25th) day of each month:
 - A) For the period of July 1st, 2025, through June 30th, 2026, Client agrees to pay SSG a retainer of \$10,065 per month.
 - B) At the conclusion of this contract work, Client and SSG may extend the terms of this agreement by a written amendment agreed to by both parties.

The retainer fee basis is the same as the last 12-month agreement with a 5% increase to cover inflation and current business operating costs to maintain the same level of service to the Board.

If the Board agrees with this addendum, please have President Dr. Ken Williams sign and return .PDF to me.

Sincerely,

Sheehy Strategy Group



Tom Sheehy, Principal

Date: 4-25-25

AGREED AND CONFIRMED:

Orange County Board of Education

Ken Williams, President

Date: _____

Tom Sheehy
(916) 213-8998
Tom@sheehystrategygroupp.com



SHEEHY STRATEGY GROUP

April 30th, 2024

Mr. Greg Rolen, Counsel
505 Sansome Street Suite #1701
San Francisco, CA 94111

Re: California Consulting and Lobbying Agreement – 2024 Addendum

Dear Greg:

Thank you for engaging Sheehy Strategy Group to represent the Orange County Board of Education (Board) to perform certain government affairs, consulting, and lobbying services.

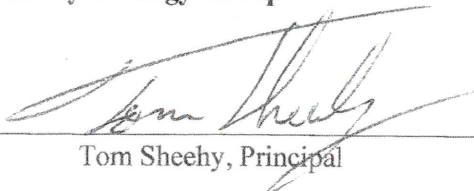
We appreciate this further opportunity to be of service to the Board and to build on the success we have had. Should the Board desire to move forward with this revised agreement, we agree that, rather than our entering into a separate new agreement for this matter, the terms of our September 7th, 2022, engagement (copy attached), as modified by our April 22nd, 2023 addendum (also attached) will also apply to this matter, except for the following changes:

- 1) **Term.** Extend the ending date of the agreement from June 30th, 2024, to June 30th, 2025, except if termination clause is executed pursuant to section 9) Termination.
- 3) **Compensation.** In exchange for the Services, Client agrees to pay SSG the following amounts (the “Compensation”) no later than the twenty fifth (25th) day of each month:
 - A) For the period of July 1st, 2024, through June 30th, 2025, Client agrees to pay SSG a retainer of \$9,585 per month.
 - B) At the conclusion of this contract work, Client and SSG may extend the terms of this agreement by a written amendment agreed to by both parties.

If the Board agrees with this addendum, please have President Dr. Lisa Sparks sign and return .PDF to me.

Sincerely,

Sheehy Strategy Group



Tom Sheehy, Principal

Date: 4-29-24

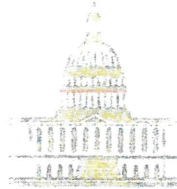
AGREED AND CONFIRMED:

Orange County Board of Education

Tim Shaw, President

Date: _____

Tom Sheehy
(916) 213-8998
tom@sheehystrategygroup.com



SHEEHY STRATEGY GROUP

April 22, 2023

Mr. Greg Rolen, Counsel
505 Sansome Street Suite #1701
San Francisco, CA 94111

Re: California Consulting and Lobbying Agreement – 2023 Addendum

Dear Greg:

Thank you for engaging Sheehy Strategy Group to represent the Orange County Board of Education (Board) to perform certain government affairs, consulting, and lobbying services.

We appreciate this further opportunity to be of service to the Board and to build on the success we have had. Should the Board desire to move forward with this revised agreement, we agree that, rather than our entering into a separate new agreement for this matter, the terms of our September 7th, 2022, engagement (copy attached) will also apply to this matter, except for the following changes:

- 1) Term Extend the ending date of the agreement from June 30th, 2023, to June 30th, 2024, except if termination clause is executed pursuant to section 9) Termination.

If the Board agrees with this addendum, please have President Dr. Lisa Sparks sign and return .PDF to me.

Sincerely,

Sheehy Strategy Group


A handwritten signature in black ink, appearing to read "Tom Sheehy", written over a horizontal line.

Tom Sheehy, Principal

Date: 4-22-23

AGREED AND CONFIRMED:

Orange County Board of Education



Lisa Sparks/ Ph.D., President

Date: MAY 24, 2023

Tom Sheehy
(916) 213-8998
tom@sheehystrategygroup.com



SHEEHY STRATEGY GROUP

CONSULTING AND LOBBYING AGREEMENT

This Consulting and Lobbying Agreement (the "Agreement") is made and entered into as of September 7th, 2022, by and between Sheehy Strategy Group "SSG" and the Orange County Board of Education "Client". SSG and Client are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

- A. Client wishes to engage SSG to perform certain government affairs consulting and lobbying services in accordance with the terms of this Agreement; and
- B. SSG wishes to perform such services for Client in accordance with the terms of this Agreement.

AGREEMENT

In furtherance of the foregoing, and in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

- 1) **Term.** The term of this Agreement (the "Term") shall commence on September 7th, 2022, the Effective Date and shall end on June 30th, 2023, unless this Agreement is terminated earlier pursuant to the section entitled "Termination" or extended pursuant to a written amendment.
- 2) **Scope of Work.** Consultant agrees to perform the services ("Services") set forth in Exhibit A hereto, which is incorporated herein by reference.
- 3) **Compensation.** In exchange for the Services, Client agrees to pay SSG the following amounts (the "Compensation") no later than the twenty fifth (25th) day of each month:
 - a) For the period of September 1st, 2022, through June 30th, 2023, Client agrees to pay SSG a retainer of \$9,000 per month.
 - b) At the conclusion of this contract work, Client and SSG may extend the terms of this agreement by a written amendment agreed to by both parties.
- 4) **Reimbursement of Expenses.** In addition to the Compensation, Client agrees to reimburse Consultant for expenses and costs incurred while performing the Services subject to the prior, written consent of Client.
- 5) **Limitation of Liability.** Client shall not be liable to consultant for any incidental, indirect, special, or consequential damages of any kind arising out of this Agreement or the relationship between Consultant and Client, including without limitation, loss, or profit.

- 6) **Independent Contractor.** Consultant will always be an independent contractor to Client. The way Consultant shall render services to Client will be within Consultant's sole control and discretion, subject to the terms of this Agreement. Nothing herein or done in furtherance of this Agreement shall cause either Party to be the employee or agent of the other Party for any purpose whatsoever. As a consultant, SSG will not be included in or be a part of any of Client's employee health and benefits plans, nor will he/she be covered by Client's professional liability coverage. Professional liability insurance is the sole responsibility of consultant.
- 7) **Taxes.** Client shall not be responsible for paying any taxes on Consultant's behalf.
- 8) **Responsibilities of Client.** Client shall provide all information reasonably necessary by Consultant in performing the services provided herein.
- 9) **Termination.** Either Party may terminate this Agreement at any time for cause with thirty (30) days written notice to the other Party to the address set forth in the section entitled "Notices."
- 10) **Notices.** All notices and other communications required to be given pursuant to this Agreement shall be in writing and address to the relevant Party at the address set forth below or such other address as a Party may later specify in writing. Any such communication shall be deemed received (a) upon hand delivery or (b) when delivered with receipt by an expedited courier service.

Sheehy Strategy Group
1017 L Street, #771
Sacramento, CA 95814

With electronic copy to: Tom@sheehystrategygroup.com

Mr. Greg Rolen, Counsel
505 Sansome Street Suite #1701
San Francisco, CA 94111

With electronic copy to: Grolen@HBBLAW.com

- 11) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any controversy, dispute, or claim arising out of or relating to this Agreement, or the interpretation, enforceability, or validity of this Agreement, including the scope or applicability of this Agreement, which cannot be resolved informally shall be resolved in a court of competent jurisdiction in Sacramento County, California.
- 12) **Compliance with Laws.** Each Party agrees that it will comply with all applicable laws and regulations in its performance of this Agreement.
- 13) **Amendments and Waivers.** Except as otherwise provided, any waiver or amendment of the provisions of this Agreement shall be in a writing and signed by both Parties to be effective. For the avoidance of doubt, no delay or omission by either Party in exercising any right under this Agreement impairs or will be construed to be a waiver of any such right.

14) **Assignment.** A Party shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, no assignment by Client to any person shall be valid unless the assignee assumes all the obligations of Client under this Agreement.

15) **Severability.** Each provision of this Agreement is severable, and the invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which remains in full force and effect.

16) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous and contemporaneous agreements, negotiations, and communications, written or oral, with respect to such subject matter. In entering into this Agreement, neither Party has relied upon any statement, representation, promise, or assurance of the other Party except as expressly stated herein.

17) **Authority.** Upon execution of this Agreement and any amendment hereto, each Party represents and warrants to the other on its own behalf that (i) it has the power and authority to grant the rights and perform the obligations set forth in this Agreement; (ii) the execution of this Agreement by the person representing it is sufficient to render the Agreement binding upon such Party; (iii) this Agreement will be a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) the performance of its obligations under this Agreement does not violate applicable law or breach any other agreement to which such Party is bound.

18) **Counterparts.** Each Party may execute this Agreement in counterpart. Each executed counterpart is deemed an original, and all original counterparts together constitute the same instrument. Signatures of the parties transmitted in electronic format are original signatures for all purposes.

This Agreement is effective as of the Effective Date.

Orange County Board of Education

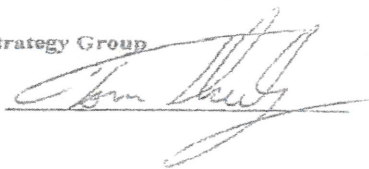
Signature: 

Name: Lisa Sparks, Ph.D.

Title: President

Date: 9-7-22

Sheehy Strategy Group

Signature: 

Name: Tom Sheehy

Title: Principal

Date: 8-31-2022

EXHIBIT A
SCOPE OF WORK

Orange County Board of Education (Client)
and Sheehy Strategy Group (SSG)
Scope of Work September 7th, 2022, through June 30th, 2023

Scope Overview:

SSG will provide legislative monitoring, lobbying and government affairs services along with focused advice and general strategy options relating to the administration of the Orange County Board of Education, state education policy, state budget and related fiscal matters that are of the highest priority to Client.

Working at Client's direction, SSG anticipates services may include:

Government Affairs and Lobbying Services

- Monitor the introduction and progress of legislation that may directly impact Client as well as legislation identified by Client to be a high priority or action item.
- Draft and file letters of support and opposition to appropriate legislative committees and testify in support or opposition on legislation of strategic importance to the Client.
- When Legislature is in session, produce and transmit bi-monthly bill reports that identify which measures may impact, or be of interest to Client. This scope does not include sponsored legislation but could be expanded to do so at the request of Client.
- When Legislature is in session, convene bi-monthly teleconference and make recommendations on support and opposition for legislative bills of high priority.
- Monitor potential regulatory developments at the State Board and Department of Education.
- Maintain Client's presence in the State Capitol by targeting and maintaining contact with key legislators, public officials, and legislative staff including appropriate policy and budget committee members and staff to obtain early warning of evolving issues affecting education policy, budget, and governance.
- Assist Client in the preparation of the required lobbyist employer reports based on SSG records and the information that Client provides.

Item: Board Recommendations #25

May 7, 2025

[X] Mailed [] Distributed at meeting CP

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Sheehy Strategy Group

SUBJECT: Legislative Committee Report

RECOMMENDATION:

Adopt the Legislative Platform.

Orange County Board of Education

Legislative Committee Report for – May 7th, 2025

Lobbyist Update

Bill Introductions – General Updates

- Total new AB/SB bill count in 2025 session: 2,593 (includes resolutions and ACA/SCA)
 - Assembly Bills: 1,667
 - Senate Bills: 978
 - Tracked for OCBE in 2025: **131** as of April 21st, 2025
- May 2nd - Policy committee deadline
- June 6th - House of origin deadline
- July 18th – Summer recess begins.

Potential Priority Bills

AB 84 (Muratsuchi) Charter School Regulation

AB 84 imposes significant new restrictions and financial penalties on charter schools. While the bill claims to address past instances of fraud, it instead casts an overly broad net—creating burdensome requirements for all charter schools, regardless of performance or track record.

Notable impacts of AB 84 include:

- **Imposes a Rigid Funding Formula for NCB Charters:**
Establishes a strict funding formula based on in-person attendance percentages for non-classroom-based (NCB) schools, which primarily serve students through independent study, virtual learning, and community-based instruction. This formula could result in significant funding reductions.
- **Restricts Authorization and Expansion of NCB Charters:**
Limits school districts' ability to authorize new or expanding NCB charter schools, applying arbitrary caps that are not based on student need or school performance.
- **Increases Oversight Fees:**
Raises oversight fees from 1% to 3% of a charter school's total revenue, with the possibility of additional charges. These increases could place a considerable financial burden on NCB schools.
- **Limits Enrichment Opportunities:**
Restricts NCB schools from offering enrichment experiences—such as music, robotics, arts, or agriculture—through partnerships with community professionals, reducing access to valuable hands-on learning opportunities.

Recommendation: The OCBE Legislative Committee may want to consider an oppose recommendation to the full board.

May 7, 2025

[X] Mailed [] Distributed at meeting

TK

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 2025

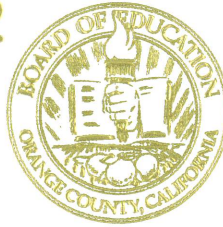
TO: Renee Hendrick, Deputy Superintendent

FROM: Mari Barke, Trustee, Area 2

SUBJECT: Proclamation

RECOMMENDATION:

Adopt the Jewish American Heritage Month Proclamation.



JEWISH AMERICAN HERITAGE MONTH

MAY 2025

WHEREAS, the Orange County Board of Education will pay tribute to the contributions of Jewish Americans who have culturally enriched the County of Orange; and

WHEREAS, the history of Jewish Americans in the County of Orange is inextricably tied to the greater story of the United States; and

WHEREAS, Jewish refugees have fled oppression and discrimination for centuries and have sought sanctuary in our nation, State of California, and County of Orange; and

WHEREAS, Jews are an ethnic people who share a culture, language, ancestry and identity, and remain connected through Judaism, the ethnic religion comprising the ancient beliefs, practices, mythologies, and laws of the Jewish people; and

WHEREAS, American Jews comprise 1% of the Orange County population; and

WHEREAS, the Jewish community has helped define the character and values of the County of Orange through its Jewish synagogues, the Jewish Community Center of Orange County, the Orange County Jewish Federation, and private Jewish Day Schools serving Jewish and non-Jewish families; and

WHEREAS, celebrating our community's diverse heritage helps strengthen our appreciation of their contributions and inoculate us against hate; and

WHEREAS, celebrating Jewish American Heritage Month provides the people of the County of Orange with an opportunity to recognize the achievements, contributions, and history of, and to understand the challenges faced by Jewish Americans.

NOW, THEREFORE, the Orange County Board of Education, DOES HEREBY PROCLAIM MAY 2025, as "JEWISH AMERICAN HERITAGE MONTH."

Presented and signed, this seventh day of May 2025 in Orange County, California.

Mari Barke, Vice President
Orange County Board of Education

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 7, 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. The Department recently completed a comprehensive maintenance study whereby many positions within the organization received an increase in salary in order to remain competitive with similar positions in 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 November 2023. The \$10,000 limit was set in statute in 1999, and has not been adjusted since December 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.

ADMINISTRATOR EDUCATIONAL SERVICES	\$ 11,143.68
ADMINISTRATOR EDUCATIONAL SERVICES	\$ 10,094.68
ADMINISTRATOR EDUCATIONAL SERVICES	\$ 15,568.56
ASSISTANT DIRECTOR IT APPLICATIONS DEVELOPMENT	\$ 12,864.60
ASSISTANT DIRECTOR IT CYBER SECURITY	\$ 11,076.00
ASSISTANT DIRECTOR IT NETWORK SERVICES	\$ 12,252.00
ASSISTANT DIRECTOR IT SOFTWARE APPLICATIONS	\$ 12,864.60
ASSISTANT DIRECTOR FISCAL SERVICES	\$ 14,136.00
ASSISTANT MANAGER FACILITIES M & O	\$ 12,264.00
BEHAVIOR INTERVENTION SPECIALIST	\$ 20,448.31
CHIEF COMMUNICATIONS OFFICER	\$ 16,574.16
CHIEF HUMAN RESOURCES	\$ 26,658.24
COORDINATOR AE ASSESSMENT ACCT & INTRVN	\$ 10,564.20
COORDINATOR ALTERNATIVE EDUCATION	\$ 10,564.20
COORDINATOR CHARTER SCHOOL SERVICES	\$ 10,926.24
COORDINATOR CHARTER SCHOOL SERVICES	\$ 10,608.00
COORDINATOR EARLY LEARNING SERVICES	\$ 10,197.50
COORDINATOR EDUCATIONAL SERVICES	\$ 10,155.72
COORDINATOR EDUCATIONAL SERVICES	\$ 10,564.20
COORDINATOR EDUCATIONAL SERVICES	\$ 13,369.80
COORDINATOR EDUCATIONAL SERVICES	\$ 10,564.20

COORDINATOR EDUCATIONAL SERVICES	\$ 10,976.35
COORDINATOR EDUCATIONAL SERVICES	\$ 13,369.80
COORDINATOR EDUCATIONAL SERVICES	\$ 16,879.80
COORDINATOR EDUCATIONAL SERVICES	\$ 17,578.20
COORDINATOR FNDNG & PRNRSHV SVCS	\$ 14,448.00
COORDINATOR RETIREMENT SERVICES	\$ 11,350.56
COORDINATOR STUDENT PROG & SERVICES	\$ 10,395.51
COORDINATOR TITLE I	\$ 15,672.48
COORDINATOR YOUTH DVLPMNT PROGRAMS	\$ 10,197.50
COORDINATOR EVALUATION	\$ 10,608.00
COORDINATOR EVALUATION	\$ 10,608.00
COORDINATOR EVALUATION	\$ 10,926.24
COORDINATOR ACADEMIC EVENTS	\$ 10,197.50
COORDINATOR ASSISTIVE TECHNOLOGY	\$ 10,137.00
DATA SCIENTIST EDUC SERVICES	\$ 10,608.00
DIRECTOR BUSINESS SERVICES, SYSTMS, INNOVATN	\$ 16,619.40
DIRECTOR CONTINUOUS IMPROVEMENT	\$ 13,453.50
DIRECTOR STATE FEDERAL PRG	\$ 14,452.20
DIRECTOR FISCAL SERVICES	\$ 19,331.04
DIRECTOR STUDENT SERVICES	\$ 18,729.00
DIRECTOR SUPPORT SERVICES	\$ 18,768.00
DIRECTOR, BUSINESS OPERATIONS	\$ 30,032.76
EXECUTIVE DIRECTOR BUSINESS OPERATIONS	\$ 10,926.84
EXECUTIVE DIRECTOR CHARTER SCHOOLS	\$ 10,722.60

EXECUTIVE DIRECTOR FISCAL SERVICES	\$ 10,518.36
EXECUTIVE DIRECTOR STU INTIVE PRTNRSHIP	\$ 10,518.36
EXECUTIVE DIRECTOR ALT ED	\$ 10,572.44
EXECUTIVE DIRECTOR BUSINESS SRVCS	\$ 10,212.00
EXECUTIVE DIRECTOR EDUCATIONAL SVCS	\$ 10,264.50
EXECUTIVE DIRECTOR EDUCATIONAL SVCS	\$ 10,264.50
EXECUTIVE DIRECTOR IT	\$ 10,722.60
EXECUTIVE DIRECTOR SELPA	\$ 10,264.50
EXECUTIVE DIRECTOR SP ED CONNECTION	\$ 10,777.73
EXECUTIVE DIRECTOR HR	\$ 10,212.00
FACILITIES SERVICE ASSISTANT I	\$ 15,057.00
FACILITIES SERVICE ASSISTANT I	\$ 16,623.00
FAMILY COMMUNITY LIAISON	\$ 26,177.71
FAMILY COMMUNITY LIAISON	\$ 22,755.00
HR RECORDS SUPERVISOR	\$ 17,288.25
LD SR EXECUTIVE ASSISTANT TO COUNTY SUPERINTENDENT	\$ 16,407.22
MANAGER CREDENTIAL SERVICES	\$ 17,340.00
MANAGER DISBURSEMENT SERVICES	\$ 12,264.00
MANAGER DISTRICT ACCOUNTING	\$ 12,264.00
MANAGER ITO EDUCATION SUPPORT	\$ 23,004.00
MANAGER PAYROLL COMPLIANCE	\$ 33,840.00
MANAGER TECHNICAL SUPPORT	\$ 10,608.00
MANAGER DISTRICT SYSTEM SUPPORT	\$ 11,138.40

MANAGER FACILITIES MAINTNANCE & OP	\$ 16,812.00
MANAGER RISK MANAGMENT	\$ 10,332.00
PARAEDUCATOR - ALTERNATIVE ED	\$ 20,928.60
PARAEDUCATOR - ALTERNATIVE ED	\$ 15,836.40
PAYROLL OPERATIONS SUPERVISOR	\$ 16,666.65
PROJECT MANAGER STU INITIATIV PRTNERSH	\$ 12,225.30
PROJECT SPEC ASSESSMENT & EVALUATI	\$ 27,728.41
PROGRAM SPEC MEDICAL ADMIN ACTIVI	\$ 14,448.00
PROJECT LIAISON HLTH SAFETY & PRE	\$ 12,114.38
PROJECT MGR GRANT DEVELOPMENT	\$ 17,196.63
PROVIDER SERVICES SPECIALIST	\$ 27,720.00
SCHOOL PSYCHOLOGIST	\$ 10,657.10
SCHOOL PSYCHOLOGIST	\$ 10,346.70
SCHOOL PSYCHOLOGIST	\$ 10,346.70
SCHOOL PSYCHOLOGIST	\$ 10,864.04
SCHOOL PSYCHOLOGIST	\$ 17,316.18
SCHOOL PSYCHOLOGIST	\$ 10,657.10
SCHOOL PSYCHOLOGIST	\$ 10,657.10
SCHOOL PSYCHOLOGIST	\$ 10,864.04
SR EXECUTIVE ASSISTANT TO SUPT OFFICE	\$ 15,536.50
SR EXECUTIVE ASSISTANT	\$ 10,085.40
TEACHER	\$ 39,545.52
TECHNICAL SUPPORT SPECIALIST	\$ 10,020.00

TITLE 1 PROGRAM SUPERVISOR	\$ 10,502.76
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