

REGULAR MEETING
September 3, 2025
2:30 p.m.

[X] Mailed [] Distributed at meeting

Rev

Location: Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626
Alternate Location: The Seabird Ocean Resort & Spa, 101 Mission Ave, Oceanside, CA 92054
YouTube Livestream: <https://www.youtube.com/live/YSQneaUHulQ>

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 September 3, 2025 – Adoption

(*) MINUTES

Regular Meeting of August 6, 2025 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) - Student #09032025001I - Capistrano Unified School District to Saddleback Unified School District.
2. Inter-district Appeal Hearing (Closed) - Student #09032025005I - Capistrano Unified School District to Laguna Beach Unified School District.
3. Inter-district Appeal Hearing (Closed) – Student #09032025002I - Huntington Beach Union High School District to Newport Mesa Unified School District
4. Inter-district Appeal Hearing (Closed) – Student #09032025004I - Santa Ana Unified School District to Newport Mesa Unified School District.
5. Inter-district Appeal Hearing (Closed) - Student #09032025003I - Orange Unified School District to Newport Mesa Unified School District.

CLOSED SESSION 1

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

INVOCATION

5:00 p.m.

Rev. Lee Yates

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS (general)

TIME CERTAIN

6. Special Presentation – Orange County’s Red Ribbon Week Campaign – Dennis Cole, Chief of Staff.
- (*) 7. Adopt Resolution #23-25 in support of recognizing October 23 - October 31, 2025, as Orange County’s Red Ribbon Week, encourage all community members to promote alcohol, tobacco, and other drug prevention education programs and activities, and send copies of this resolution to school districts in Orange County.
8. Presentation – Behavioral Health Screening Update (Heads Up Checkup) – Dr. Maria Martinez-Poulin, Chief of Alternative Education, ACCESS and Amita Cloke, Director, Connections

CONSENT CALENDAR

- (*) 9. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (*) 10. Accept the Revised 4th Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of April 1 to June 30, 2025.
- (*) 11. Accept the Supervisors of Attendance of the Orange County School Districts, 2024-2025.
- (*) 12. Approve Trustee Tim Shaw’s participation in the Behavioral Insights and Public Policy program, February 24-March 13, 2026 and tuition payment of \$4,400, in accordance with board policy 100-23.

Recess Regular Board Meeting to a Meeting of the Orange County Department of Education Facilities Corporation.

CHARTER SCHOOLS

13. Charter submissions
- (*) 14. Charter School Public Hearing – Orange County Prep (a Navigator School)

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

Discussion Format:

Orange County Prep (a Navigator School)

Public Comments

Board Questions

- (*) 15. Board action on Orange County Prep (a Navigator School).

- (*) 16. Charter School Public Hearing – California Republic Leadership Academy Orange County
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.

Discussion Format:

California Republic Leadership Academy Orange County

Public Comments

Board Questions

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

Discussion Format:

NOVA Academy OC

Public Comments

Board Questions

STAFF RECOMMENDATIONS

- (*) 18. Adopt Resolution #24-25 identifying the Gann actual appropriations limit for 2024-25 and the Gann estimated appropriations limit for 2025-26.
- (*) 19. Approve the ACCESS and Connections 2024-2025 Proposition 28 Annual Report for submission to the California Department of Education.
- (*) 20. Approve CCPA's 2024-25 Proposition 28 Annual Report for submission to the California Department of Education.

BOARD RECOMMENDATIONS

- (*) 21. Board action on Resolution #25-25 in Opposition to AB 727. (Valdes)
- (*) 22. Board action on Resolution #26-25 in Support of AB 715. (Barke & Shaw)
- (*) 23. Board action on Resolution #27-25 in Opposition to Proposition 50 on the November 2025 Ballot. (Barke & Shaw)

- (*) 24. Discussion: Charter Schools MOU – Complaint Process (Valdes)
25. Discussion: Mahmoud v. Taylor (Williams)

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION
- Board Liaison

ANNOUNCEMENTS
▪ Superintendent
▪ Deputy Superintendent

LEGISLATIVE UPDATES

COMMITTEE REPORT

BOARD MEMBER COMMENTS

CLOSED SESSION(S) PUBLIC REPORT OUT

ALTERNATE LOCATION
Trustee Shaw will be participating in the meeting remotely from the following publicly accessible location: The Seabird Ocean Resort & Spa, 101 Mission Ave, Oceanside, CA 92054.

ADJOURNMENT


Renee Hendrick
Assistant Secretary, Board of Education

Next Regular Board Meeting - Wednesday, October 8, 2025, at 5:00 p.m.
Location - Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626
and via YouTube Livestream

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

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



ORANGE COUNTY BOARD OF EDUCATION
MINUTES

WELCOME

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by President Barke at 3:35 p.m., August 6, 2025, in the Board Room, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream https://youtube.com/live/ZLa_yOfBefY?feature=share.

ROLL CALL

Present:

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

AGENDA

Motion by Sparks, seconded by Williams and carried by a vote of 5-0 to approve the agenda of the Regular meeting of August 6, 2025.

MINUTES

Motion by Williams, seconded by Sparks and carried by a vote of 5-0 to approve the minutes of the Regular meeting of July 9, 2025.

The Board recessed into closed session at 3:36 p.m. to conduct student appeals, followed by closed session items.

PUBLIC COMMENTS (related to Closed Session) - None

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) - Student #08062025001I - Santa Ana Unified School District to Newport Mesa Unified School District.

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

2. Inter-district Appeal Hearing (Closed) – Student #08062025003I - Norwalk-La Mirada Unified School District to Cypress School District.

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

The Board reconvened in open session at 5:05 p.m.

INTRODUCTIONS

Dr. Maria Martinez-Poulin, Chief of Alternative Education, ACCESS
Dr. Kimberly Benaraw, Associate Superintendent, Student Services

INVOCATION

Rev. Jack Veatch
The Donna (Ford) and Fahmy Attallah Endowed Director of Church Relations,
Chapman University
Ordained, Christian Church (Disciples of Christ)

PLEDGE OF ALLEGIANCE

Jill Wallace

PUBLIC COMMENTS (General)

- Robert
- Linda
- Heidi
- Brigitta
- Brenda

ORGANIZATIONAL MEETING

3. Nominate and approve Board member assignments for the 2025-2026 fiscal year.
By consensus of the Board, the following assignments were approved for the 2025–2026 fiscal year:
 - Executive Committee: Barke and Shaw
 - OCSBA Liaison: Williams
 - PTA Liaisons: Sparks and Valdes
 - ACCBE Representative: Williams

PRESENTATIONS

4. Working Wardrobes
 - Suzy Betz, Board Member
 - Bonnie Pomush, CEO
5. California Youth Behavioral Health Initiative (CYBHI)
 - Mayu Iwatani, Senior Administrator, OCDE Student Services

CONSENT CALENDAR

Motion by Williams, seconded by Barke and carried by a vote of 5-0 to approve Consent Calendar items #6 through #9.

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 4th Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of April 1 to June 30, 2025.
8. Approve apportionment of Federal Forest Reserve receipts in the amount of 31,720.06.
9. Approve registration and travel for Board Members to attend the Charter Schools Development Center (CSDC) Conference, October 6-8, 2025 in Palm Springs.

The Board took a recess from 5:53 p.m. to 6:00 p.m. from the Regular Board Meeting to conduct a Meeting of the Orange County Department of Education Facilities Corporation.

CHARTER SCHOOLS

10. Charter submissions
 - Nova Academy, Orange County
 - California Public Leadership Academy of Orange County
11. Charter School Public Hearing – Orange County Prep (a Navigator School)
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Dr. Caprice Young, CEO & Superintendent
 - Noel Russell-Unterburger, CFO
 - Crystal O'Rourke, CAO
 - James Dent, Founder
 - Justin Stiner, Director
 - Kamille Geneva, Primary School Principal
 - Mariah Butron, Secondary School Principal

PUBLIC COMMENTS (#11 Only)

- Nora
 - Janelle
 - Noel
 - Victoria
 - Arpinder
 - Jeff
 - Oswaldo
 - Arleen
12. Charter School Public Hearing – Stembridge Academy

Aracely Chastain, Executive Director of the Charter Schools Unit, facilitated the public hearing. Representatives from Stembridge Academy were not present at the meeting; however, staff will proceed with the review process, as the petition was certified complete upon submission.

PUBLIC COMMENTS (#12 Only)

- Sukhi

TIME CERTAIN

13. Public Hearing – Textbooks and Instructional Materials
Dr. Maria Martinez-Poulin, Chief of Alternative Education, ACCESS, conducted the public hearing for the sufficiency of textbooks and instructional materials in accordance with education code 60605 and 33126. The hearing was opened at 6:58 p.m.. There being no input from the audience, the hearing was closed at 6:59 p.m..
14. Motion by Williams, seconded by Sparks and carried by a 5-0 to adopt Resolution #22-25 stating that each pupil of the county office has available textbooks and instructional materials.

BOARD RECOMMENDATIONS

15. Motion by Valdes, seconded by Williams and carried by a vote of 5-0 to approve the Proposed Charter Schools MOU.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

ANNOUNCEMENTS

- Superintendent
 - Model Curriculum & Cultural Studies - OCDE continues to present the Cambodian, Hmong, and Vietnamese American studies curriculum; well-attended educator events (220+ in Irvine, upcoming in Long Beach).
 - OC Pathways & Student Ambassadors - 90+ students engaged in professional development around apprenticeships, AI, and career pathways; parents also participated.
 - Support for LEAs & Students Experiencing Homelessness - Nearly 2,000 backpacks and supply kits distributed to students experiencing homelessness, with strong community donations.
 - Summer at the Center - A 34-year tradition bringing together probation and ACCESS students for two weeks of performance arts, supported by community leaders and philanthropists.
- Deputy Superintendent
 - Next board meeting is on September 3; submission deadline is August 20; Board packet delivery on August 29
- Board Liaison – Brandon Guevara

- Thanked the board, trustees, superintendent, and staff for being welcoming and supportive.
- Working on a new OCBE newsletter to keep the public informed.
- Activities/ Events:
 - Traveled to Sacramento with President Barke to testify against SB 249.
 - Attended the California MTSS Learning Institute to bring back best practices.
- Monthly updates to ensure transparency and accountability

LEGISLATIVE UPDATE

- Trustee Barke – Clip of President Barke and Brandon Guevara at the SB 249 Senate hearing
- Trustee Shaw – Special Election

BOARD MEMBER COMMENTS

- Trustee Williams - Mahmoud versus Taylor
- Trustee Shaw – Lowell Joint Superintendent Jim Coombs retirement


CLOSED SESSION(S) PUBLIC REPORT OUT

Mr. Greg Rolen, General Counsel reported:

- Closed Session Item #1: Not held; no change in real property negotiations.
- Closed Session Item #2: Board received information on anticipated/ potential litigation. No action was taken, except approval of invoice #1206351 from Epstein Becker & Green, dated July 31, 2025, by a 5-0 vote.
- Noted that Jonathan Brenner was not present.

ADJOURNMENT

On a motion duly made and seconded, the August 6, 2025, board meeting adjourned at 7:58 p.m.



Renee Hendrick
Assistant Secretary, Board of Education

Mari Barke
President, Board of Education

Next Regular Board Meeting – Wednesday, Sep 3, 2025

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

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September 3, 2025

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent of Operations

FROM: Sandra Lee, Ed.D., Associate Superintendent, Educational Services Division

SUBJECT: RESOLUTION #23-25, ORANGE COUNTY RED RIBBON WEEK

Orange County schools typically hold Red Ribbon Week campaigns during one of the last two weeks of October. The Orange County Department of Education will recognize Red Ribbon Week as October 23 - October 31, 2025.

RECOMMENDATION:

Adopt Resolution #23-25 in support of recognizing October 23 - October 31, 2025 as Orange County's Red Ribbon Week, encourage all community members to promote alcohol, tobacco, and other drug prevention education programs and activities, and send copies of this resolution to school districts in Orange County.

SL:rc

BOARD AGENDA I

September 3, 2025

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DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent

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

SUBJECT: Granting of Diplomas

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

RECOMMENDATION:

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

MMP

Pages 13-14 removed (CONFIDENTIAL STUDENT INFORMATION)

September 3, 2025

RW

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent of Operations

FROM: Maria Martinez-Poulin Ed.D., Chief of Alternative Educational - ACCESS

SUBJECT: Acceptance of Revised 4th 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 two complaints were filed for ACCESS or Connections schools during the period of April 1 to June 30, 2025. Both are resolved.

RECOMMENDATION:

Accept the Revised 4th Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of April 1 to June 30, 2025.

MMP

Williams Settlement Legislation
Fourth Quarter Report on Williams Uniform Complaints
April 1 – June 30, 2025

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

Orange County Department of Education ACCESS and Connections

ACCESS Schools

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	2	2	
Facility Conditions	0		
TOTALS	2	2	

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		

September 3, 2025

Orange County Board of Education
Board Agenda Item

[X] Mailed [] Distributed at meeting EW

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Kimberly Benaraw, Ed.D., Associate Superintendent, Student Services Division

SUBJECT: Acceptance of Orange County School Districts' Supervision of Attendance, 2024-2025

BACKGROUND:

Pursuant to California Education Code 48245, each school district is required to have a certified Supervisor of Attendance. This statute also mandates that the county board of education (OCBE) annually certify local district attendance supervisors.

To assist districts across Orange County in meeting this requirement, the Orange County Department of Education (OCDE) offers an online Supervisors of Attendance/Student Attendance Review Board (SARB) certification course. Certification is granted to individuals who demonstrate proficiency by achieving a score of 80% or higher on the post-course assessment. OCDE requires district Supervisors of Attendance to complete this training for recertification at least once every three years. While only one (1) certified supervisor is required per district, some districts elect to certify multiple staff members through this process.

Attached is a list of district Supervisors of Attendance who successfully completed the certification course during the 2024–2025 academic year.

RECOMMENDATION:

Accept the Supervisors of Attendance of the Orange County School Districts, 2024-2025.

Orange County School Districts
Supervision of Attendance

Academic Year Certification– 2024-25	Academic Year Expiration (Certification active through)– 2026-2027
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	School District/LEA	Supervisors' Names
<i>1</i>	AESD	<i>Yvette Magana</i>
<i>2</i>	AUHSD	<i>Dr. Adam Hernandez</i>
<i>3</i>	AUHSD	<i>Alison M. Konrad</i>
<i>4</i>	CUSD	<i>Dr. Renee Johnson</i>
<i>5</i>	CESD	<i>Dr. Olga Rios</i>
<i>6</i>	FVSD	<i>Erin Bains</i>
<i>7</i>	HBCSD	<i>Megan Kempner</i>
<i>8</i>	LBUSD	<i>Dr. Elizabeth (Betsy) Kannenberg</i>
<i>9</i>	LJSD	<i>Dr. Jennifer Jackson</i>
<i>10</i>	MSD	<i>Andrea Houser</i>
<i>11</i>	NMUSD	<i>Angela Allen-Hess</i>
<i>12</i>	OCDE-ACCESS	<i>Dr. Ryan Cummins</i>
<i>13</i>	SAUSD	<i>Andrew Montoya</i>
<i>14</i>	SSD	<i>Hipolito Murillo</i>
<i>15</i>	WSD	<i>Dr. Cheryl Sosa</i>

September 3, 2025

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OK

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Tim Shaw, Board Vice President

SUBJECT: Professional Development – Behavioral Insights and Public Policy (Online)

OVERVIEW:

This program explores how behavioral science can improve policy effectiveness by moving beyond the assumption of purely rational decision-making. Through lectures, workshops, and simulations, participants will gain practical tools to design smarter policies informed by cutting-edge research.

Learning Objectives:

- Behavioral science strategies for more effective public policy
- A deep understanding of the factors that drive individual behavior
- Opportunities to apply behavioral science learning to professional context in real time
- Cutting-edge research from behavioral economics, public policy, cognitive and social psychology, and other social sciences
- A lasting network of peers with similar backgrounds and experience

RECOMMENDATION:

Approve Trustee Tim Shaw's participation in the Behavioral Insights and Public Policy program, February 24-March 13, 2026 and tuition payment of \$4,400, in accordance with board policy 100-23.



HARVARD Kennedy School
Executive Education

INVOICE

Bill To:

Orange County Board of Education
Timothy Shaw
420 Bishop Drive
La Habra CA 90631
United States of America

Invoice: HKSEE069222
Billing Date: 8/19/2025
Billing Due Date: 9/18/2025
PO#:
Amount Due (USD) \$ 4400.00

Participant:
Timothy Shaw

Description	Dates	Total (USD)
Behavioral Insights and Public Policy	Feb 24 - Mar 13, 2026	\$ 4,900.00
EE Executive Series Discount		\$ -500.00
		Payments Received \$ 0.00
		Remaining Balance \$ 4400.00

Additional Invoice Information:

PAYMENT METHODS: Payment must include invoice number and must be made in U.S. dollars (USD). Payments by check must be drawn on a U.S. bank account. Checks issued by foreign banks will not be accepted.

BANK WIRE & ACH TRANSFER		Processing time: up to 3 business days
Account Name:	President and Fellows of Harvard College	
Bank Name & Branch Address:	Bank of America, 100 Federal Street, Boston, MA, 02110, USA	
Bank Account Number / IBAN:	89893825	
Routing/ABA/USAWIRE Transfer Number:	026 009 593	
ACH Transfer/Routing Number:	011 000 138	
SWIFT Code Number / BIC Code:	BOFAUS3N	
CREDIT CARD		
We currently accept credit card payments by Visa, MasterCard, and American Express.		
To make a payment by credit card, please click here .		
CHECK		Processing time: up to 4 weeks
Payable to:	President and Fellows of Harvard College	
Mail to:	Finance Office, Harvard Kennedy School Executive Education	
	79 JFK Street – Mailbox 73, Cambridge, MA 02138, USA	

HARVARD INFORMATION

Tax ID Number/EIN: 04-2103580 UEI: MJJXCN1DELJ5 CAGE Code #3FRJ3 [Harvard W-9 Form](#)

If you have any questions, please visit/contact us at:

Email: exed@hks.harvard.edu | Phone: 1-617-496-9000, option 2 | Fax: 1-617-495-2267 | [Cancellation & Refund Policy](#)



Behavioral Insights and Public Policy

REQUEST BROCHURE ([HTTPS://WWW.HKS.HARVARD.EDU/EDUCATIONAL-PROGRAMS/EXECUTIVE-EDUCATION/EXECUTIVE-EDUCATION-PROGRAM-BROCHUREFORM?PGMID=A1R6A000000PMXDUAU](https://www.hks.harvard.edu/educational-programs/executive-education/executive-education-program-brochureform?PGMID=A1R6A000000PMXDUAU))

[HKS HARVARD.EDU/ONLINEAPP/](https://www.hks.harvard.edu/onlineapp/)

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 [Online](#)

Session Date:
February 24, 2026 - March
13, 2026

**Application
Deadline:**
January 23, 2026

Program Fee:
\$4900

REQUEST I
([HTTPS://WWW.HKS.HARVARD.EDU/EDUCATIONAL-PROGRAMS/EXECUTIVE-EDUCATION-PROGRAM-BROCHUREFORM?PGMID=A1R6A000000PMXDUAU](https://www.hks.harvard.edu/educational-programs/executive-education-program-brochureform?PGMID=A1R6A000000PMXDUAU))

Faculty Chair:
Todd Rogers
([/faculty/todd-rogers](#))

Program Director:
Jessie DeLano
(<mailto:jessiedelano@hks.harvard.edu>)

APF
([HTTPS://EXECED.HKS.HARVARD.EDU/](https://execed.hks.harvard.edu/))

Executive Certificate: This program is a core program in the Public Leadership and Public Policy concentrations. This program can also be used as a third program for several concentrations in the Executive Certificate ([/education/executive-education/admissions-fees/executive-certificates](#)) series.

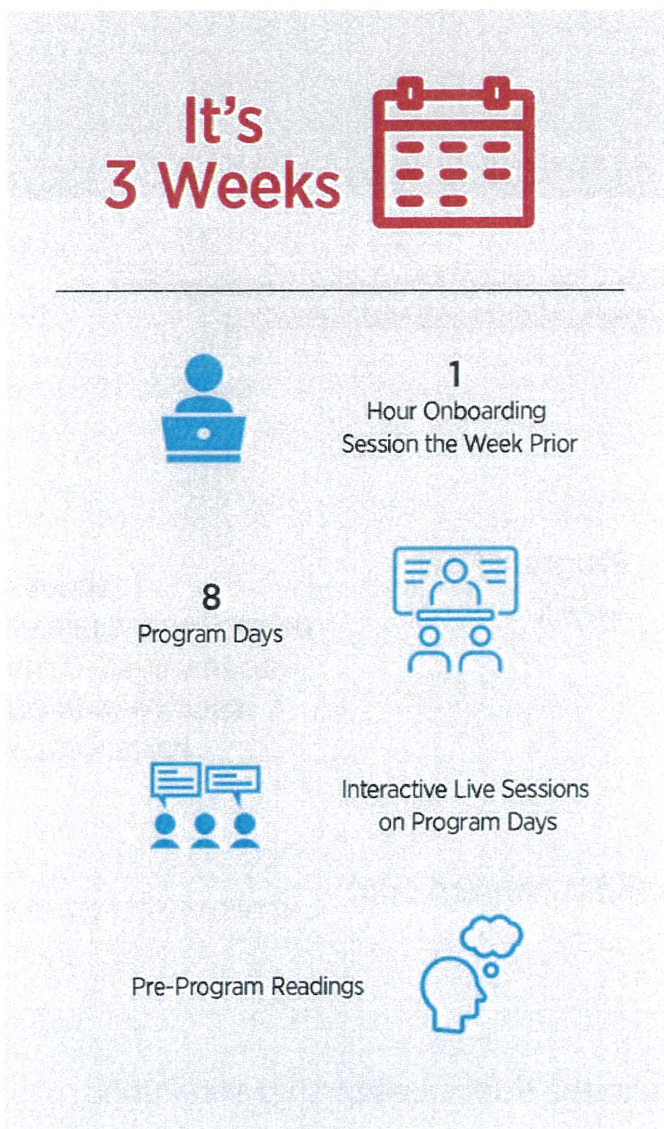


Executive Core Qualifications (ECQs): This program aligns with one or more Executive Core Qualifications (/education/executive-education/admissions-fees/executive-core-qualifications).

Program Overview

Traditionally, many government policies are designed on the assumption that people behave rationally. The result? Policies that are ineffective or even backfire.

Behavioral Insights and Public Policy (Online), led by faculty chair Todd Rogers and featuring renowned scholars and practitioners, will introduce you to cutting-edge research from various social science disciplines that can help inform policy development and craft policies with more successful outcomes.



PROGRAM CURRICULUM

This online program uses a unique combination of lectures, case studies, participant presentations, small-group workshops, experiential learning, and robust class discussions to deliver the curriculum. You will have the opportunity to apply your learnings immediately, through simulations, group learning, and assignments designed to support you in applying these lessons directly to your professional context.

LEARNING OBJECTIVES

Our *Behavioral Insights and Public Policy* executive program will provide you with:

- Behavioral science strategies for more



effective policies

- A deep understanding of the factors that drive individual behavior
- Opportunities to apply your behavioral science learning to your professional context in real time
- Cutting-edge research from behavioral economics, public policy, cognitive and social psychology, and other social sciences
- A lasting network of peers with similar backgrounds and experience

Application Information

✓ Recommended Applicants

✓ Sample Schedule

WHAT PARTICIPANTS ARE SAYING

“The quality of instruction and the speakers for this program were absolutely fantastic, and the opportunity to engage directly with leading researchers in this field was a privilege.”

2016 PARTICIPANT



Hear From the Faculty Chair
(<https://youtu.be/aBcHfvPUCHM>)

Todd Rogers discusses *Behavioral Insights and Public Policy* and why he designed this program.



**ORANGE COUNTY BOARD OF
BOARD AGENDA IT**

Item: Charter Schools #14

September 3, 2025

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☒ Mailed ☐ Distributed at meeting

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Hearing – Orange County Prep (s Navigator School) Countywide Charter Petition

DESCRIPTION:

On June 9, 2025, Navigator Schools, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate Orange County Prep (s Navigator School). The Orange County Board of Education held a public hearing on August 6, 2025, to consider the level of support for the charter school.

RECOMMENDATION:

Per California Education Code, on September 3, 2025, the Orange County Board of Education shall hold a public hearing to grant or deny the Orange County Prep (a Navigator School) countywide petition. At the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony responsive to the Orange County Department of Education staff recommendations and findings published on August 19, 2025.

ORANGE COUNTY BOARD OF I
BOARD AGENDA ITE

Item: Charter Schools #15

September 3, 2025

☒ Mailed ☐ Distributed at meeting

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Board Action – Orange County Prep (a Navigator School) Countywide Petition

DESCRIPTION:

On June 9, 2025, Navigator Schools, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate Orange County Prep (a Navigator School). Per California Education Code 47605.6, the Orange County Board of Education held public hearings on August 6, 2025 and September 3, 2025.

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

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

RECOMMENDATION:

Orange County Department of Education staff recommend that the Board approve the Orange County Prep (a Navigator School) petition to operate as a countywide charter school for an initial five-year term from July 1, 2026, to June 30, 2031.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

August 19, 2025

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Recommendations and Findings – Orange County Prep (a Navigator School)

INTRODUCTION

The following is a summary of the review conducted by Orange County Department of Education staff of the countywide charter school petition submitted by Navigator Schools, proposing to establish Orange County Prep (a Navigator School) as a countywide charter school, and recommendations for consideration by the Orange County Board of Education (the Board).

The Board must take action to either grant or deny the charter within ninety (90) days of receipt of the petition unless this date is extended by up to an additional 30 days if all parties agree to the extension. Board action is scheduled for the Board's regular meeting on September 3, 2025.

Based on information gathered throughout the review process, which included a clarification meeting held with petitioners on August 5, 2025, Orange County Department of Education staff recommend approval of the Orange County Prep (a Navigator School) countywide charter petition.

I. BACKGROUND

On June 9, 2025, the Board received a petition proposing to establish Orange County Prep (a Navigator School) as a countywide charter school. Navigator Schools, a California nonprofit public benefit corporation, currently operates four charter schools in Northern California. Orange County Prep (a Navigator School) proposes to begin serving students in grades transitional kindergarten through grade twelve in the 2026-27 academic year.

On August 6, 2025, the Board held a public hearing on the provisions of the charter petition to consider the level of support for the petition by teachers, parents or guardians, and the school districts where the petitioner proposes to open school facilities.

II. LEGAL STANDARD

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

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

Additionally, Education Code section 47605.6(b) states:

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

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

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

Should the Board approve the petition, the Board would become the charter authorizer for the charter school. Should the Board deny the petition, there is no right to appeal to the State Board of Education (5 CCR § 11966.5). However, the petitioners would have the option to submit charter

petitions to the school districts in which they propose to operate under Education Code section 47605.

III. SUMMARY OF FINDINGS

The Orange County Prep (a Navigator School) charter petition and all related information received concerning the charter petition were reviewed and considered, including information presented at the public hearing. The Orange County Prep (a Navigator School) charter petition meets the standards outlined in Education Code 47605.6. The educational program to be provided by the charter school will offer services to a pupil population that will benefit from those services and cannot be served as well by the charter school that operates in only one school district in the county.

IV. STAFF RECOMMENDATION

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

V. CONCLUSION

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

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

* * *

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE PETITION FOR A COUNTYWIDE CHARTER SCHOOL
FOR ORANGE COUNTY PREP (A NAVIGATOR SCHOOL)**

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

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

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

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

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

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

WHEREAS, on June 9, 2025, the Orange County Board of Education (“Board”) received a petition from Navigator Schools, a California nonprofit public benefit corporation, for the operation of Orange County Prep (a Navigator School) (“Petition”);

WHEREAS, on August 6, 2025, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on August 19, 2025, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on September 3, 2025, the Board at its regular meeting held a public hearing, at which the Petitioners had equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the petition;

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

BE IT FURTHER RESOLVED that the Board finds that the educational services to be provided by Orange County Prep (a Navigator School) will offer services to a pupil population that will benefit from those services and cannot be served as well by the charter school that operates in only one school district in the county;

BE IT FURTHER RESOLVED that the Board approves the Petition for a charter school by Navigator Schools, a California nonprofit public benefit corporation, for the operation of Orange County Prep (a Navigator School);

BE IT FURTHER RESOLVED that the Board approves the standard Agreement with the understanding that Orange County Prep (a Navigator School) will enter into said Agreement that addresses the operational relationship between the School, the Board and OCDE no later than the Board’s regularly scheduled meeting in March, 2026. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in March, 2026, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Jorge Valdez, Esq., Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 3 day of September 2025, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

Resolution # _____

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE WITH CONDITIONS THE PETITION FOR
A COUNTYWIDE CHARTER SCHOOL FOR
ORANGE COUNTY PREP (A NAVIGATOR SCHOOL)**

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

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

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

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

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

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

WHEREAS, on June 9, 2025, the Orange County Board of Education (“Board”) received a petition from Navigator Schools, a California nonprofit public benefit corporation, for the operation of Orange County Prep (A Navigator School) (“Petition”);

WHEREAS, on August 6, 2025, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on August 19, 2025, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on September 3, 2025, the Board at its regular meeting held a public hearing, at which the Petitioners had equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the petition;

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

BE IT FURTHER RESOLVED that the Board adopts the summary of findings set forth in the Staff Report published on August 19, 2025, which is attached hereto and integrated herein by this reference;

BE IT FURTHER RESOLVED that the Board approves with conditions, the Petition for a countywide charter school submitted by Navigator Schools, a California nonprofit public benefit corporation, for the operation of Orange County Prep (A Navigator School) for an initial charter term from July 1, 2026 through June 30, 2031.

BE IT FURTHER RESOLVED that the approval of the Petition is subject to conditions that address the findings as specified by the Board. To satisfy the conditions, Petitioner and Board must fully execute an Agreement that addresses all of the findings, as well as the operational relationship between the School, the Board, and OCDE no later than the Board’s regularly scheduled meeting in March 2026. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in March 2026, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Jorge Valdez, Esq., Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 3rd day of September 2025, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

Resolution # _____

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO DENY THE PETITION FOR A COUNTYWIDE CHARTER SCHOOL
FOR ORANGE COUNTY PREP (A NAVIGATOR SCHOOL)**

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

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

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

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

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

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

WHEREAS, on June 9, 2025, the Orange County Board of Education (“Board”) received a petition from Navigator Schools, a California nonprofit public benefit corporation, for the operation of Orange County Prep (A Navigator School) (“Petition”);

WHEREAS, on August 6, 2025, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on August 19, 2025, the Board published a Staff Report, with recommended findings, prepared by staff members of the Orange County Department of Education (“OCDE”);

WHEREAS, on September 3, 2025, the Board at its regular meeting held a public hearing, at which the Petitioners had equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the petition;

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

BE IT FURTHER RESOLVED that the Board denies the Petition for the establishment of a charter school based on the following findings that the Board has determined justify the denial of the Petition under Education Code section 47605.6(a)(1) and/or (b)(1)-(b)(7):

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Jorge Valdez, Esq., Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 3rd day of September 2025, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

Resolution # _____

**AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION
AND
CHARTER SCHOOL NONPROFIT
FOR THE OPERATION OF CHARTER SCHOOL**

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

I. INTRODUCTORY PROVISIONS

- A. The Board approved the Charter School’s petition for a five-year period from **start date**, through **end date**.
- B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Nonprofit name is the California nonprofit public benefit corporation operating the Charter School. Charter School shall ensure that at all times throughout the term of its charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Nonprofit name as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the nonprofit public benefit corporation’s articles of incorporation within **ten (10) business days** of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms inconsistent with the terms of the charter approved on **date**, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The approved Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked, and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.

- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607, 47607.2, and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to OCDE no sooner than **September 1** and no later than **March 1** of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, the Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities. OCDE is not the chartering authority and shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School. The Board, as the chartering authority, shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).
3. Within **ten (10) business days** of Charter School board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the Charter School board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and conflict of interest training to its governing board members and administrative staff within **45 days** of taking office or becoming employed, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

1. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study.
2. Family Educational Rights and Privacy Act ("FERPA"): Charter School, its officers and employees will comply with FERPA and the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice of such in Charter School policies and Parent/Student Handbook.
3. Sound Educational Program: Charter School shall maintain courses of study, curriculum and

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

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Chapter 6 (commencing with Section 47630) of Division 4 of Title 2 of the Education Code. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.
3. Charter School shall comply with Generally Accepted Accounting Principles (“GAAP”) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchase orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.
 - a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School’s auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on

behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans received by the Charter School, and repayment of loans shall be the sole responsibility of Charter School.

6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

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

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight

costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two (2) equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due, and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.

G. Insurance and Liability

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

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

H. Human Resources

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

I. Contracts

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

Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to

the charter.

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

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

J. Facilities Agreement

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

K. Zoning and Occupancy

1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other

facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (“ADA”) requirements for a K-12 public school.

2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statutes and regulations regarding submission of such a request to the school district.
3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, they will meet to attempt to resolve any concerns within ten (10) calendar days of the dispute.

L. Dispute Resolution

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

IV. MATERIAL REVISIONS

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

V. SEVERABILITY

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

VI. NON-ASSIGNMENT

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

VII. WAIVER

A waiver of any provision or term of this Agreement must be in writing and signed by both Parties. Any such waiver shall not constitute a waiver of any other provision of this Agreement. All Parties

agree that neither Party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992.

VIII. NONDISCRIMINATION

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

IX. NOTIFICATION

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

To OCDE at:

Renee Hendrick, Deputy
Superintendent Orange County
Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626-5922

To Nonprofit 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 in effect each insurance listed below. All required insurance, and if self-insurance will be provided, must contain coverage that complies, at a minimum, with the following requirements:

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

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

Item: Charter Schools #16

September 3, 2025

☒ Mailed ☐ Distributed at meeting

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

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

DESCRIPTION:

On July 17, 2025, CRLA Southern California, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate California Republic Leadership Academy Orange County. The charter school proposes a classroom-based program serving students in transitional kindergarten through grade twelve for an initial charter term from 2026 through 2031.

The charter operator notified six school districts of intent to open facilities: Fullerton, Huntington Beach City, Irvine Unified, Orange Unified, Saddleback Valley Unified, and Tustin Unified.

RECOMMENDATION:

Under California Education Code 47605.6, the Orange County Board of Education will hold a public hearing on the provisions of the charter and consider the level of support for the petition by teachers, parents or guardians, and the school districts where the charter school petitioner proposes to open school facilities at the September 3, 2025 board meeting.

**ORANGE COUNTY BOARD OF
BOARD AGENDA ITEM**

Item: Charter Schools #17

September 3, 2025

☒ Mailed ☐ Distributed at meeting RW

DATE: September 3, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Executive Director, Charter Schools
SUBJECT: Public Hearing – NOVA Academy OC Countywide Charter Petition

DESCRIPTION:

On July 11, 2025, NOVA Academy, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate NOVA Academy OC. The charter school proposes a classroom-based program serving students in grade six through grade twelve for an initial charter term from 2026 through 2031.

The charter operator notified Santa Ana Unified School District of intent to open facilities.

RECOMMENDATION:

Under California Education Code 47605.6, the Orange County Board of Education will hold a public hearing on the provisions of the charter and consider the level of support for the petition by teachers, parents or guardians, and the school district where the charter school petitioner proposes to open school facilities at the September 3, 2025 board meeting.

September 3, 2025

☒ Mailed ☐ Distributed at meeting DW

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: David Giordano, Associate Superintendent, Administrative Services
SUBJECT: Gann Limits – Resolution # 24 - 25

BACKGROUND:

A constitutional amendment, referred to as the Gann Amendment, requiring appropriations limits for state and local government units was passed on November 6, 1979.

Senate Bill 1352, Chapter 1205 of 1980, implements this amendment and requires public agencies to establish an appropriation limit each fiscal year beginning with 1981-82.

Documentation used to compute the actual appropriations limit for 2024-25 and the estimated appropriations limit for 2025-26 is on file in the Administrative Services Division of the County Superintendent of Schools.

RECOMMENDATION:

Adopt Resolution #24-25 identifying the Gann actual appropriations limit for 2024-25 and the Gann estimated appropriations limit for 2025-26.

DG:sh

RESOLUTION OF THE ORANGE COUNTY BOARD OF EDUCATION

Resolution Adopting the “GANN” Limit

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2024-25 fiscal year and a projected Gann Limit for the 2025-26 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

WHEREAS, Government Code Section 7902.1 provides that school districts may increase their Gann Limits under specified circumstances;

NOW, THEREFORE, BE IT RESOLVED that the Gann limit for 2024-25 is \$163,120,231.26 and the projected Gann limit for 2025-26 is \$172,659,412.51, made in accord with applicable constitutional and statutory law and as calculated by the attached documentation;

AND BE IT FURTHER RESOLVED that the Gann Limits for 2024-25 and 2025-26 fiscal years include an increase of \$9,539,181.25 to the 2024-25 Gann Limit pursuant to the provisions of Government Code Section 7902.1;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2024-25 and 2025-26 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 3rd day of September, 2025, at a regular meeting of the Orange County Board of Education.

Ayes:
Noes:
Absent:
Abstained:

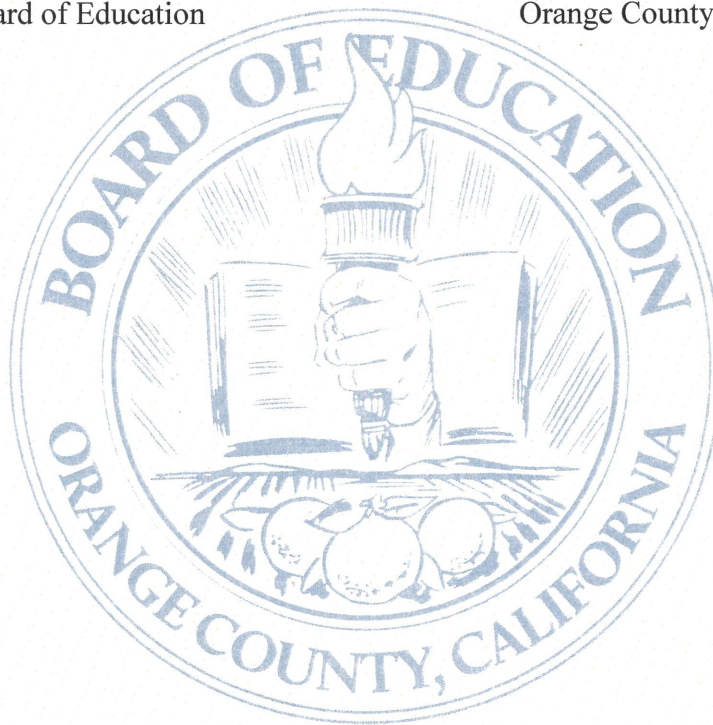
State of California)
) ss.
County of Orange)

I, Mari Barke, President of the Orange County Board of Education, hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3rd day of September, 2025, and passed by _____ vote of said Board members present.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of September, 2025.

Mari Barke, Board President
Orange County Board of Education

Tim Shaw, Board Vice President
Orange County Board of Education



	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
	2024-25 Annual Report			2025-26 Annual Estimate		
CURRENT YEAR PROGRAM ADA						
Unaudited actuals data should tie to Principal Apportionment Data Collection attendance reports and include ADA for charter schools reporting with the COE						
1. Total County Program ADA (Form A, Line B1d)	1,103.51		1,103.51	1,058.00		1,058.00
2. Total Charter Schools ADA (Form A, Line C2d plus C6d)	0.00	115.15	115.15	0.00	125.00	125.00
3. Total Current Year ADA (Lines B1 through B2)	1,103.51	115.15	1,218.66	1,058.00	125.00	1,183.00
CURRENT YEAR P2 Report						
CURRENT YEAR DISTRICT ADA						
4. Total District Gann ADA (Sum of all District Form GANN, Line B3)			406,286.30			406,944.35
CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED						
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	496,201.66		496,201.66	497,097.00		497,097.00
2. Timber Yield Tax (Object 8022)	.18		.18	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	128,336,525.94		128,336,525.94	139,020,623.00		139,020,623.00
5. Unsecured Roll Taxes (Object 8042)	4,172,241.25		4,172,241.25	4,406,609.00		4,406,609.00
6. Prior Years' Taxes (Object 8043)	1,988,749.34		1,988,749.34	1,629,741.00		1,629,741.00
7. Supplemental Taxes (Object 8044)	3,426,755.43		3,426,755.43	5,199,924.00		5,199,924.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Receipts from County Bd. of Supervisors (Object 8070)	0.00		0.00	0.00		0.00
11. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
12. Comm. Redevelopment Funds (Objects 8047 & 8625)	18,405,646.95		18,405,646.95	16,797,492.00		16,797,492.00
13. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
14. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
15. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
16. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
17. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C16)	156,826,120.75	0.00	156,826,120.75	167,551,486.00	0.00	167,551,486.00

	2024-25 Calculations			2025-26 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
6. Inflation Adjustment			1.0362			1.0644
7. Other Services Population Adj. (Lines B4 divided by [A5 plus A15]) (Round to four decimal places)			0.9888			1.0016
8. PRELIMINARY OTHER SERVICES LIMIT (Lines D5 times D6 times D7)			121,023,196.05			133,593,860.49
9. PRELIMINARY TOTAL APPROPRIATIONS LIMIT (Lines D4 plus D8)			154,203,456.51			172,659,412.51
APPROPRIATIONS SUBJECT TO THE LIMIT						
10. Local Revenues Excluding Interest (Line C19)			156,826,120.75			167,551,486.00
11. Preliminary State Aid Calculation						
a. Maximum State Aid in Local Limit (Lesser of Line C27 or [Lines D9 minus D10 plus C24]; if negative, then zero)			0.00			7,440,645.51
12. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Lines C29 divided by [C28 minus C29] times [D10 plus D11a])			8,415,264.36			9,388,908.03
b. Total Local Proceeds of Taxes (Lines D10 plus D12a)			165,241,385.11			176,940,394.03
13. State Aid in Proceeds of Taxes (lesser of Line D11a or [Lines D9 minus D12b plus C24]; if negative, then zero)			0.00			0.00
14. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D12b)			165,241,385.11			
b. State Subventions (Line D13)			0.00			
c. Less: Excluded Appropriations (Line C24)			2,121,153.85			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D14a plus D14b minus D14c)			163,120,231.26			
15. Adjustments to the Limit Per Government Code Section 7902.1 (Line D14d minus D9)						
8,916,774.75			8,916,774.75			
SUMMARY						
16. Adjusted Appropriations Limit (Lines D9 plus D15)			163,120,231.26			172,659,412.51
17. Appropriations Subject to the Limit (Line D14d)			163,120,231.26			

* Please provide below an explanation for each entry in the adjustments column.

September 3, 2025

☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent

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

SUBJECT: Proposition 28 Annual Report – ACCESS and Connections Programs

BACKGROUND:

Proposition 28, The Arts and Music in Schools Funding Guarantee and Accountability Act, provides dedicated funding to expand arts education and requires an annual board-approved report. During the 2024–25 school year, ACCESS and Connections engaged students, staff, and stakeholders to design the school's first art education program. ACCESS and Connections, operated by the Orange County Department of Education, serves a diverse population of students through a variety of academic options, including traditional classrooms, independent study, blended learning, and community-based instruction. These programs are designed to meet the needs of students from varied backgrounds, including those who are at-risk, justice-involved, experiencing homelessness, or seeking flexible pathways to graduation and postsecondary success. The 2025-2026 planning year will be focused on developing an action plan to hire a full-time Arts Teacher on Special Assignment (TOSA) and a full-time Arts Paraeducator to deliver and support high-quality arts instruction for ACCESS and Connections students both during the school day and in after-school programs.

RECOMMENDATION:

It is recommended that the Board approve the ACCESS and Connections 2024-2025 Proposition 28 Annual Report for submission to the California Department of Education.

MMP.mk

Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2024–25

Name:

County-District-School (CDS) Code:

Allocation Year: 2023–24, 2024–25

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

ACCESS, operated by the Orange County Department of Education, serves a diverse population of students through a variety of academic options, including traditional classrooms, independent study, blended learning, and community-based instruction. These programs are designed to meet the needs of students from varied backgrounds, including those who are at-risk, justice-involved, experiencing homelessness, or seeking flexible pathways to graduation and postsecondary success. During the 2024–25 school year, ACCESS reviewed Prop 28 guidelines to conduct research and gather stakeholder engagement in preparation for a comprehensive arts education expansion. This 25-26 planning year will be focused on developing an action plan to hire a full-time Arts Teacher on Special Assignment (TOSA) and a full-time Arts Paraeducator to deliver and support high-quality arts instruction for ACCESS students both during the school day and in after-school programs.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds

5. Number of students served with AMS funds

6. Number of school sites providing arts education programs with AMS funds

Date of Approval by Governing Board/Body

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2025

September 3, 2025

☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent

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

SUBJECT: Proposition 28 Annual Report –
College and Career Preparatory Academy (CCPA)

BACKGROUND:

Proposition 28, The Arts and Music in Schools Funding Guarantee and Accountability Act, provides dedicated funding to expand arts education and requires an annual board-approved report. During the 2024–25 school year, College and Career Preparatory Academy (CCPA) engaged students, staff, and stakeholders to design the school's first music education program. Planning identified a beginner-level, standards-aligned curriculum for independent study, along with priorities for instruments, instructional materials, and professional development. Implementation is scheduled to begin in 2025–26.

RECOMMENDATION:

It is recommended that the Board approve CCPA's 2024–25 Proposition 28 Annual Report for submission to the California Department of Education.

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2024–25

Name:

County-District-School (CDS) Code:

Allocation Year: 2023–24, 2024–25 Charter School: 1761

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

In 2024–25, College and Career Preparatory Academy (CCPA) engaged students, staff, and stakeholders to design the school's first music education program. The planning process identified a beginner-level, standards-aligned curriculum appropriate for independent study, along with priorities for instruments, instructional materials, and future staff training. Implementation will begin in 2025–26, when CCPA launches the program, expanding student access to music education for the first time.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds

0.0

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds

0.0

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds

0.0

5. Number of students served with AMS funds

0

6. Number of school sites providing arts education programs with AMS funds

0

Date of Approval by Governing Board/Body

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2025

September 3, 2025

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☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: Jorge Valdes, Esq., Trustee, Area 1
SUBJECT: Resolution #25-25 In Opposition to AB 727

RECOMMENDATION:

Board action on Resolution #25-25, In Opposition to AB 727 (Amendments to California Education Code § 215.5 Regarding Student Identification Card Hotline Requirements).

RESOLUTION OF THE ORANGE COUNTY BOARD OF EDUCATION

In Opposition to AB 727 (Amendments to California Education Code § 215.5 Regarding Student Identification Card Hotline Requirements)

September 3, 2025

WHEREAS, the Legislature of the State of California has passed amendments to Education Code Section 215.5 that mandate the inclusion of multiple hotline numbers, including the 988 Suicide & Crisis Lifeline, the National Domestic Violence Hotline, and The Trevor Project's LGBTQ+ suicide hotline, on student identification cards for pupils in grades 7–12 and for institutions of higher education; and

WHEREAS, the legislation removes local discretion by requiring that specific nonprofit organizations and hotline services, such as The Trevor Project, be named on all student identification cards, thereby privileging one outside entity over other potential local or community-based resources; and

WHEREAS, while we strongly support the expansion of mental health services to all students, including those who identify as LGBTQ+, this bill, in its current form, introduces significant safety concerns by implicitly endorsing online platforms like TREVORspace without addressing critical safeguards; and

WHEREAS, we are concerned about the potential liability of referring students to a platform (TREVORspace) that operates with the same architecture as many commercial youth social media networks, complete with public posts, open commenting, and default-enabled direct messaging. These functions, combined with no real age verification, create an environment that is vulnerable to exploitation; and

WHEREAS, the layering of state-mandated resources onto student ID cards does not address the root causes of bullying, discrimination, and mental health struggles among LGBTQ+ and other vulnerable students, and may create confusion for students about which hotline or resource is most appropriate in moments of crisis; and

WHEREAS, school districts, county offices of education, and charter schools already have the authority and flexibility to provide mental health and crisis hotline resources to students in ways that are locally responsive and culturally relevant; and

NOW, THEREFORE, BE IT RESOLVED, that Orange County Board of Education formally opposes the amendments to California Education Code Section 215.5 that require the printing of specific hotline numbers, including The Trevor Project hotline, on all student identification cards, on the grounds that such mandates limit local control, impose unnecessary financial and administrative burdens, and privilege specific nonprofit organizations over local solutions; and

BE IT FURTHER RESOLVED, that Orange County Board of Education urges the Legislature and the Governor of California to reconsider these mandates and instead support policies that increase funding for direct student services, counseling staff, and locally determined interventions that more effectively address the diverse mental health needs of California's students.

ADOPTED AND APPROVED this 3rd day of September, 2025, at a regular meeting of the Orange County Board of Education.

Ayes:
Noes:
Absent:
Abstained:

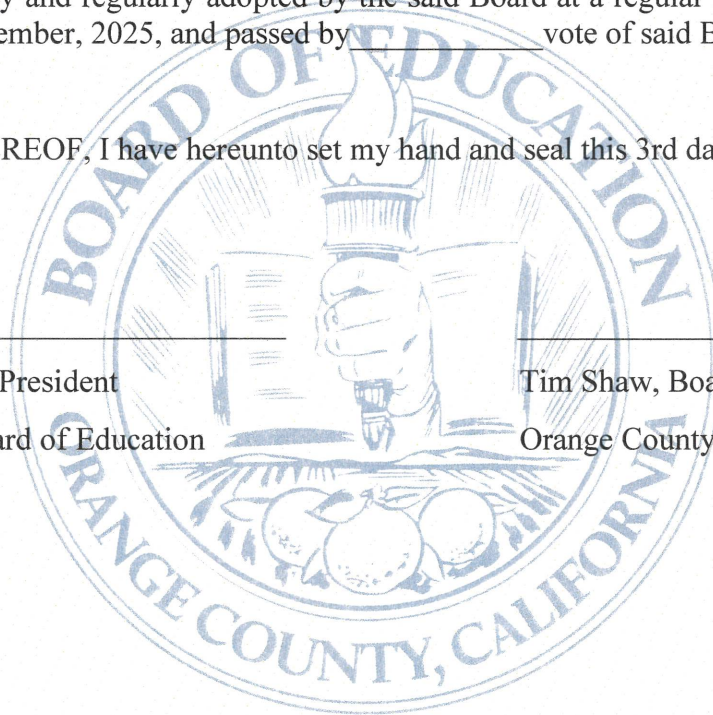
State of California)
) ss.
County of Orange)

I, Mari Barke, President of the Orange County Board of Education, hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3rd day of September, 2025, and passed by _____ vote of said Board members present.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of September, 2025.

Mari Barke, Board President
Orange County Board of Education

Tim Shaw, Board Vice President
Orange County Board of Education



September 3, 2025

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☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: Mari Barke, Board President
Tim Shaw, Board Vice President
SUBJECT: Resolution #26-25 In Support of AB 715

RECOMMENDATION:

Board action on Resolution #26-25, In Support of AB 715.

RESOLUTION OF THE ORANGE COUNTY BOARD OF EDUCATION

Resolution in Support of AB 715

September 3, 2025

WHEREAS, the Orange County Board of Education is committed to fostering safe, inclusive, and equitable schools where every student has the opportunity to thrive academically, socially, and emotionally, regardless of disability, gender, gender identity or expression, nationality, race or ethnicity, religion, sexual orientation, or any other protected status; and

WHEREAS, antisemitism has risen in schools and communities across California, creating hostile learning environments through harassment, stereotypes, and discriminatory narratives, which undermine Jewish students' sense of belonging and their ability to access a full and equitable education; and

WHEREAS, AB 715 strengthens state education law by prohibiting the adoption, approval, or use of instructional or professional development materials that subject students to unlawful discrimination, including antisemitism, and by requiring school districts to investigate and remediate violations when they occur; and

WHEREAS, AB 715 establishes the **Office of the Antisemitism Prevention Coordinator** under the State Board of Education to provide training, resources, and oversight to ensure local educational agencies like ours can prevent and appropriately respond to antisemitism and other forms of discrimination; and

WHEREAS, AB 715 requires that instructional content and classroom discussions regarding Jews, Israel, and the Israel-Palestine conflict meet standards of accuracy, balance, and respect, thereby protecting students from exposure to antisemitic tropes, conspiracies, or biased narratives; and

WHEREAS, AB 715 also requires teacher preparation and training programs to include education on addressing hate and unlawful discrimination against the six most targeted groups in California, thereby equipping educators to create safe and supportive classrooms; and

WHEREAS, the Orange County Board of Education recognizes that antisemitism is contrary to the district's values and undermines its mission to educate all students in an environment of dignity, respect, and equity;

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Education hereby expresses its strong support for **Assembly Bill 715 (Zbur): Educational Equity and Antisemitism Prevention**; and

PASSED AND ADOPTED this 3rd day of September, 2025, at a regular meeting of the Orange County Board of Education.

Ayes:

Noes:

Absent:

Abstained:

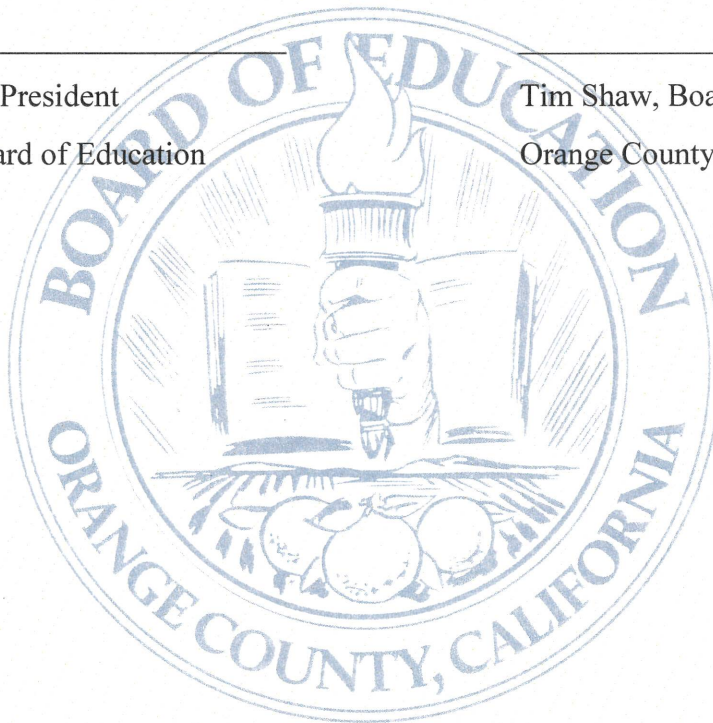
State of California)
) ss.
County of Orange)

I, Mari Barke, President of the Orange County Board of Education, hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3rd day of September, 2025, and passed by _____ vote of said Board members present.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of September, 2025.

Mari Barke, Board President
Orange County Board of Education

Tim Shaw, Board Vice President
Orange County Board of Education



September 3, 2025

[X] Mailed [] Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025

TO: Renee Hendrick, Deputy Superintendent

FROM: Mari Barke, Board President,
Tim Shaw, Board Vice President

SUBJECT: Opposition to California Proposition 50

BACKGROUND:

Proposition 50 would temporarily suspend the authority of California's independent Citizens Redistricting Commission—established under Propositions 11 (2008) and 20 (2010)—and instead implement a new congressional map drawn by the legislature for the 2026, 2028, and 2030 elections, before reinstating the Commission in 2031.

The Orange County Board of Education recognizes the importance of maintaining a transparent and independent redistricting process to uphold public trust in electoral systems; and believes that Proposition 50 undermines the voter-approved framework for fair redistricting in California. The OCBE believes preserving nonpartisan mechanisms for redistricting is essential for protecting democratic principles and ensuring that political power is not unfairly concentrated.

RECOMMENDATION:

Adopt Resolution #27-25, an official position of opposition to Proposition 50 on the November 2025 ballot.

RESOLUTION OF THE ORANGE COUNTY BOARD OF EDUCATION

Resolution Adopting a Position of Opposition to Proposition 50 on the November 2025 Ballot

September 3, 2025

WHEREAS, Proposition 50, appearing on the November 2025 California ballot, proposes to amend the California Constitution to alter the process for drawing congressional districts; and

WHEREAS, Proposition 50 would temporarily suspend the authority of California's independent Citizens Redistricting Commission—established under Propositions 11 (2008) and 20 (2010)—and instead implement a new congressional map drawn by the legislature for the 2026, 2028, and 2030 elections, before reinstating the Commission in 2031; and

WHEREAS, the current process, established by voters, assigns the responsibility for drawing congressional districts to the independent California Citizens Redistricting Commission, designed to operate in a non-partisan manner; and

WHEREAS, Proposition 50 would transfer the authority to draw congressional districts from the California Citizens Redistricting Commission to the State Legislature; and

WHEREAS, the independent California Citizens Redistricting Commission was created to ensure fair and impartial district boundaries, including safeguards to keep cities, counties, and local communities together; and

WHEREAS, Proposition 50 would remove existing safeguards intended to maintain the integrity of local communities in the redistricting process; and

WHEREAS, Proposition 50 proposes dividing communities, forcing some cities and counties to be split among multiple congressional districts under the measure's new maps and diminishing their voice in Congress; and

WHEREAS, the Orange County Board of Education recognizes the importance of maintaining a transparent and independent redistricting process to uphold public trust in electoral systems; and

WHEREAS, the Orange County Board of Education believes that Proposition 50 undermines the voter-approved framework for fair redistricting in California; and

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Education hereby adopts an official position of opposition to Proposition 50 on the November 2025 ballot; and

PASSED AND ADOPTED this 3rd day of September, 2025, at a regular meeting of the Orange County Board of Education.

Ayes:

Noes:

Absent:

Abstained:

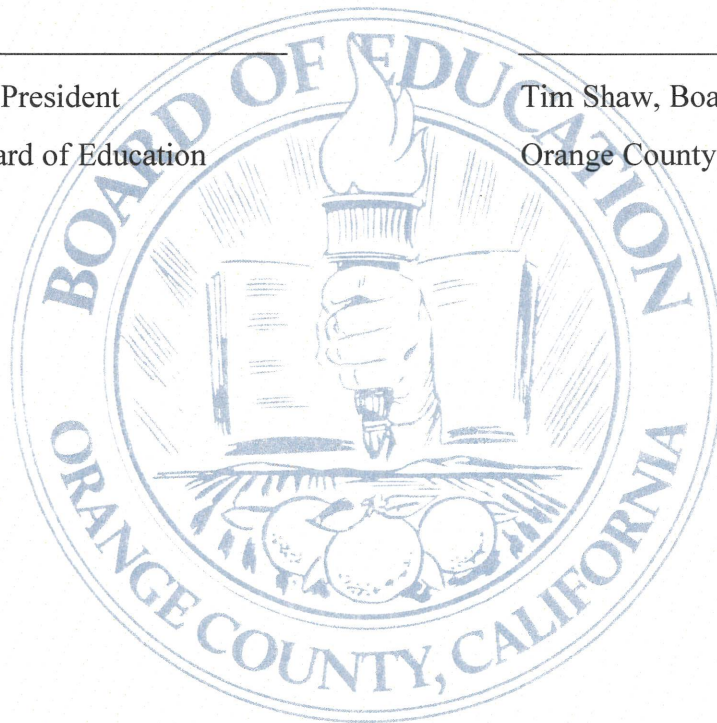
State of California)
) ss.
County of Orange)

I, Mari Barke, President of the Orange County Board of Education, hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 3rd day of September, 2025, and passed by _____ vote of said Board members present.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of September, 2025.

Mari Barke, Board President
Orange County Board of Education

Tim Shaw, Board Vice President
Orange County Board of Education



September 3, 2025

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☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 3, 2025
TO: Renee Hendrick, Deputy Superintendent
FROM: Gregory Rolen, General Counsel
SUBJECT: Revision of Charter MOU to include Complaint Procedures

BACKGROUND:

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

RECOMMENDATION:

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

AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION
AND
CHARTER SCHOOL NONPROFIT
FOR THE OPERATION OF CHARTER SCHOOL

DRAFT

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

I. INTRODUCTORY PROVISIONS

- A. The Board approved the Charter School’s petition for a five-year period from **start date**, through **end date**.
- B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Nonprofit name is the California nonprofit public benefit corporation operating the Charter School. Charter School shall ensure that at all times throughout the term of its charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Nonprofit name as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the nonprofit public benefit corporation’s articles of incorporation within **ten (10) business days** of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms inconsistent with the terms of the charter approved on **date**, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The approved Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked, and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.

- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607, 47607.2, and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to OCDE no sooner than **September 1** and no later than **March 1** of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, the Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities. OCDE is not the chartering authority and shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School. The Board, as the chartering authority, shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).
3. Within **ten (10) business days** of Charter School board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the Charter School board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and conflict of interest training to its governing board members and administrative staff within **45 days** of taking office or becoming employed, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

1. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study.
2. Family Educational Rights and Privacy Act ("FERPA"): Charter School, its officers and employees will comply with FERPA and the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice of such in Charter School policies and Parent/Student Handbook.
3. Sound Educational Program: Charter School shall maintain courses of study, curriculum and

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

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Chapter 6 (commencing with Section 47630) of Division 4 of Title 2 of the Education Code. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.
3. Charter School shall comply with Generally Accepted Accounting Principles (“GAAP”) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchase orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.
 - a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School’s auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on

behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans received by the Charter School, and repayment of loans shall be the sole responsibility of Charter School.

6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

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

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight

costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two (2) equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due, and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.

G. Insurance and Liability

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

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

H. Human Resources

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

I. Contracts

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

Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to

the charter.

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

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

J. Facilities Agreement

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

K. Zoning and Occupancy

1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other

facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (“ADA”) requirements for a K-12 public school.

2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statutes and regulations regarding submission of such a request to the school district.
3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, they will meet to attempt to resolve any concerns within ten (10) calendar days of the dispute.

L. Dispute Resolution

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

IV. MATERIAL REVISIONS

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

V. SEVERABILITY

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

VI. NON-ASSIGNMENT

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

VII. WAIVER

A waiver of any provision or term of this Agreement must be in writing and signed by both Parties. Any such waiver shall not constitute a waiver of any other provision of this Agreement. All Parties

agree that neither Party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992.

VIII. NONDISCRIMINATION

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

IX. COMPLAINT PROCEDURES

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

X. NOTIFICATION

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

To OCDE at:

Renee Hendrick, Deputy
Superintendent Orange County
Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626-5922

To Nonprofit name at:

Name
Address
City, State, Zip

XI. INTEGRATION

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

statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this Agreement shall only be modified in writing by the mutual agreement of the Parties.

XII. ORDER OF PRECEDENCE

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

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

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A
INSURANCE COVERAGE AND POLICIES

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

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