

OK

REGULAR MEETING  
June 3, 2026  
2:30 p.m.

Mailed     Distributed at meeting

Location: Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626  
YouTube Livestream: <https://www.youtube.com/live/OFgCDbJFhWw>

ORANGE COUNTY BOARD OF EDUCATION  
AGENDA

WELCOME

CALL TO ORDER

STATEMENT OF PRESIDING OFFICER: For the benefit of the record, this Regular Meeting of the Orange County Board of Education is called to order.

ROLL CALL

(\*) AGENDA

Regular Meeting of May 6, 2026 – Adoption

(\*) MINUTES

Regular Meeting of June 3, 2026 – Approval

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) – Student # 06032026001I– Irvine Unified District to Newport-Mesa Unified School District.
2. Inter-district Appeal Hearing (Closed) – Student #06032026002I– Santa Ana Unified School District to Newport-Mesa Unified School District.
3. Inter-district Appeal Hearing (Closed) – Student #06032026003I– Irvine Unified School District to Newport-Mesa Unified School District.
4. Inter-district Appeal Hearing (Closed) – Students #06032026004I & 06032026005I – Tustin Unified School District to Newport-Mesa Unified School District.
5. Inter-district Appeal Hearing (Closed) – Student #06032026006I – Huntington Beach Union High School District to Newport-Mesa Unified School District.

INVOCATION

5:00 p.m.

Rabbi Karen Sherman  
Heritage Pointe, Mission Viejo

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

Presentation on Proposed Holocaust Education Program – Yan Killy

PUBLIC COMMENTS (General)

CONSENT CALENDAR

- (\*) 6. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (\*) 7. Approve the signing of the certificates of merit and letters of commendation for Dr. Chester Jeng and John Shook.
- (\*) 8. Approve the 2026-2027 Addendum to Agreement for the Sheehy Strategy Group.

CHARTER SCHOOLS

- 9. Charter submissions
- (\*) 10. Charter School Public Hearing – California Online Public Schools Southern California Countywide Charter Petition  
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.  
  
Discussion Format:  
California Online Public Schools Southern California  
Public Comments  
Board Questions
- (\*) 11. Board action California Online Public Schools Southern California Countywide Charter Petition.
- (\*) 12. Board action on the Agreement addressing the operational relationship between the parties at its June 3, 2026, meeting.

BOARD RECOMMENDATIONS

- (\*) 13. Board discussion and action on AB1390. (Valdes)

PRESENTATIONS

- (\*) 14. Local Control and Accountability Plan (LCAP) Presentation – Analee Kredel, Associate Superintendent of Connections & Dr. Maria Martinez-Poulin, Chief of ACCESS, will conduct the presentation regarding the LCAP for the Orange County Department of Education.

15. Public Hearing – Analee Kredel, Associate Superintendent of Connections and Dr. Maria Martinez-Poulin, Chief of ACCESS, will conduct a public hearing regarding the Orange County Department of Education LCAP.
- (\*) 16. Local Control and Accountability Plan (LCAP) Presentation – Fatinah Judeh, Principal, will conduct the presentation regarding the LCAP for the College and Career Preparatory Academy.
17. Public Hearing – Fatinah Judeh, Principal, will conduct a public hearing regarding the College and Career Preparatory Academy Local Control and Accountability Plan (LCAP).
- (\*) 18. Budget Presentation – David Giordano, Associate Superintendent, Administrative Services will conduct the presentation regarding the Orange County Department of Education budget for 2026-2027 fiscal year.
19. Public Hearing – David Giordano, Associate Superintendent, Administrative Services will conduct a public hearing regarding the Orange County Department of Education budget for 2026-2027 fiscal year.

INFORMATION ITEMS

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


ANNOUNCEMENTS

- Superintendent
- Deputy Superintendent

LEGISLATIVE UPDATES

COMMITTEE REPORT

ADJOURNMENT



Renee Hendrick  
 Assistant Secretary, Board of Education

Next Regular Board Meeting - Wednesday, June 17, 2026, 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 accommodation, 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 2:01 p.m., May 6, 2026, in the Board Room, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream <https://www.youtube.com/live/tmc6qQ6DZqU>.

ROLL CALL

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

Absent:  
Ken L. Williams, D.O. (arrived at approximately 3:08 p.m.)

AGENDA

Motion by Sparks, seconded by Valdes, and carried by a vote of 4-0 (Williams Absent) to approve the agenda for the May 6, 2026, Regular Meeting with an amendment, removing an interdistrict appeal item #5.

MINUTES

Motion by Sparks, seconded by Shaw, and carried by a vote of 4-0 (Williams Absent) to approve the minutes of the Regular meeting of April 8, 2026.

TIME CERTAIN

The Board recessed into closed session at 2:03 p.m. to conduct student appeals.

1. Inter-district Appeal Hearing (Closed) – Student # 05062026001I – Huntington Beach Union High School District to Newport-Mesa Unified School District.

Motion by Barke, seconded by Sparks, and carried by a vote of 4-0 (Williams Absent) to deny the appeal and uphold the decision of the Newport-Mesa Unified School District.

2. Inter-district Appeal Hearing (Closed) – Student # 05062026002I – Irvine Unified School District to Newport-Mesa Unified School District.

Motion by Barke, seconded by Sparks, and carried by a vote of 4-0 (Williams Absent) to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2026-2027).

Note

Trustee Williams arrived at approximately 3:08 p.m.

3. Inter-district Appeal Hearing (Closed) – Student # 05062026003I – Irvine Unified School District to Newport-Mesa Unified School District.

Motion by Barke, seconded by Valdes, 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 (2026-2027).

4. Inter-district Appeal Hearing (Closed) – Student # 05062026005I – 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 (2026-2027).

### CLOSED SESSION 1

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

The Board reconvened in open session at 5:03 p.m.

#### Report Out

Greg Rolen, General Counsel, reported the board received information on anticipated litigation, no action was taken.

### INVOCATION

Rev. Sarah Fiske-Phillips  
Live Oak United Church of Christ, Brea

### PLEDGE OF ALLEGIANCE

Sunburst Youth Academy Color Guard Presentation of Flags  
National Anthem  
Pledge of Allegiance lead by Cadet Rosales

### INTRODUCTIONS

Michael, Beckman HS student

### SPECIAL PRESENTATIONS

6. Special Awards Presentation –Presentation of awards to the 12th Annual Jack R. Hammett Memorial Day Essay and Art Contest participants and winners.
  - Trustee Williams introduced the 12th annual Jack Hammett Memorial Day essay contest, honoring nine Orange County students for their moving essays on the meaning of Memorial Day. He also recognized the Freedom Committee and former Costa Mesa Mayor Jack Hammett for their leadership in educating the community about World War II.

- The Freedom Committee of Orange County Veterans – Jim Grimm, Scott Williams, Ray Wallace, Lucky Walsh, and Dwight Hanson
- Analee Kredel, Associate Superintendent, Connections and Dr. Maria Martinez-Poulin, Chief of ACCESS facilitated the presentation and announced the contest winners as follows:

- Connections Art Winners
  - An, 3<sup>rd</sup> Place
  - Bryan, 2<sup>nd</sup> Place
  - Ms. Pulido’s Class, 1<sup>st</sup> Place
- Connections Essay Winners
  - Phelo, 3<sup>rd</sup> Place
  - Emmalie, 2<sup>nd</sup> Place
  - Savannah, 1<sup>st</sup> Place

Savannah, first place winner for Connections, read her essay on “What does Memorial Day mean to you.”

- ACCESS Essay Winners
  - Rylie, 3<sup>rd</sup> Place
  - Armando, 2<sup>nd</sup> Place
  - Titus, 1<sup>st</sup> Place

Titus, first place winner for ACCESS, read his essay “Beyond the Uniform.”

7. Motion by Williams, seconded by Sparks, and carried by a vote of 5-0 to adopt Resolution #15-26 to recognize May 25, 2026 as Memorial Day.

The Board took a recess from 5:50 p.m. to 5:57 p.m. to join guests for photos.

PUBLIC COMMENTS (General)

- Windi
- Heidi
- Ronna
- Rudi
- Cara
- Bill

CONSENT CALENDAR

Motion by Sparks, seconded by Shaw, and carried by a vote of 5-0 to approve Consent Calendar Items No. 8-13.

8. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
9. Approve apportionment of Federal Forest Reserve receipts in the amount of \$1,917.33.

10. Adopt the annual updated Orange Department of Education Investment Policy.
11. Adopt Resolution #16-26 Recognizing Kids Run the OC.
12. Approve revisions to Board Policy 100-3.
13. Approve revisions to Board Policy 100-7.

#### CHARTER SCHOOLS

14. Charter submissions - None
15. Charter School Public Hearing – California Online Public Schools Southern California Countywide Charter Petition  
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
  - Richie Romero, Co-Superintendent
  - Leslie Dombeck, Director of Educational Services
  - Dan Hertzler, Director of Operations
  - LaChelle Carter, Director of Finance
  - Mackenzie Duran, Director of Student Services

#### PUBLIC COMMENTS (Item No. 15)

- Santino
- Heather
- Kristen
- Rebecca
- Jorgelina
- Ethan & Austin
- Jennifer
- Beth
- Saul
- Shannon
- Anoxx
- Ashley
- Lauren

#### STAFF RECOMMENDATIONS

16. Budget Study Session- David Giordano, Associate Superintendent, Administrative Services conducted the budget study session.

#### INFORMATION ITEMS

##### COMMUNICATION/INFORMATION/DISCUSSION

- Rancho Sonado Update by Dave Giordano, Associate Superintendent, Administrative Services

- Charter Schools Update by Aracely Chastain, Executive Director, Charter Schools Unit

ANNOUNCEMENTS


- Superintendent
  - Emphasized the district’s focus on “vision for students” under the 5-3-1 framework.
  - Recognized student winners from the Connections artwork competition.
  - Shared that Sunburst Youth Academy paraeducator Raelene was named 2026 California Classified Employee of the Year and a National RISE Award nominee.
  - Honored six Orange County Teachers of the Year, with a celebration planned for November 13.
  - Highlighted participation in the opening of the Mendez Freedom Trail in Westminster.
  - Announced the second round of School Impact Awards applications.
  - Expanded the Professional Learning Institute to include an executive leadership pathway.
  - Partnered with DA Spitzer on training related to hate crimes and hate incidents in schools.
- Deputy Superintendent
  - Teachers of the Year event is on November 13.
  - Next board meeting is Wednesday, June 3, 2026, 5:00 p.m. and the submission deadline is Wednesday, May 20. Board packet delivery is Friday, May 29.

BOARD MEMBER COMMENTS

- Trustee Sparks expressed appreciation for Deputy Tony.
- Trustee Valdes commented on appropriateness of public comments.
- Board Vice President Shaw announced he will participate virtually in the June 17 board meeting.
- Trustee Sparks also announced virtual participation for the June 17 board meeting.

ADJOURNMENT

On a motion duly made and seconded, the May 6, 2026, board meeting adjourned at 8:11 p.m.



Renee Hendrick  
Assistant Secretary, Board of Education

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Mari Barke  
President, Board of Education

Next Regular Board Meeting – Wednesday, June 3, 2026

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

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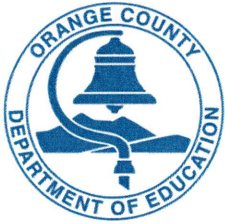
**Board Agenda Item**  
**Diploma Approval**  
**March 24, 2026 - April 2026**

Item: Consent Calendar #6

June 3, 2026

Mailed     Distributed at meeting

CA



Stefan Bean, Ed.D.  
County Superintendent of Schools

**ORANGE COUNTY BOARD OF EDUCATION**

**BOARD AGENDA ITEM**

DATE: June 3<sup>rd</sup>, 2026  
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.

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RECOMMENDATION:

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

MMP

Pages 10-12 removed (CONFIDENTIAL STUDENT INFORMATION)

June 3, 2026

RA

**ORANGE COUNTY DEPARTMENT**

Mailed     Distributed at meeting

**BOARD AGENDA ITEM**

DATE:            June 3, 2026

TO:              Renee Hendrick, Deputy Superintendent

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

SUBJECT:       Certificates of Merit

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Attached are a letter and certificate of merit, which we propose to send to Dr. Chester Jeng, board member from the Fullerton Joint Union High School District, who resigned from his position effective May 4, 2026.

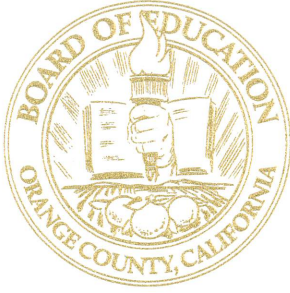
Also attached are a letter and certificate of merit, which we propose to send to John Shook, board member from the Savanna School District, who resigned from his position effective May 31, 2026.

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**RECOMMENDATION:**

Approve the signing of the certificates of merit and letters of commendation for Dr. Chester Jeng and John Shook.

DW:mm



# ORANGE COUNTY BOARD OF EDUCATION

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

TIM SHAW, DISTRICT 4  
LISA SPARKS, PH.D., DISTRICT 5  
STEFAN BEAN, ED.D., SECRETARY

June 3, 2026

Chester Jeng, DDS, JD, LL.M, MBA, MSc  
c/o Fullerton Joint Union High School District  
1051 W Bastanchury Rd  
Fullerton, CA 92833

Dear Dr. Jeng,

On behalf of the Orange County Board of Education, I would like to thank you for your nearly 8 years of service as a member of the Fullerton Joint Union High School District Board of Education.

Please accept the enclosed Certificate of Merit as our sincere appreciation for your contributions to the Fullerton Joint Union High School District. We wish you all the best in your future endeavors.

Sincerely,

Mari Barke  
Board President

MB:mm

Enclosure



# *Certificate of Merit*

*awarded to*

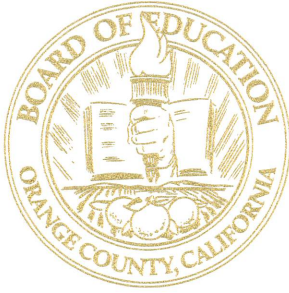
# *Dr. Chester Jeng*

*who served as a trustee for the  
Fullerton Joint Union High School District  
for the years  
2018-2026*

*This certificate is awarded in recognition and appreciation of  
**Distinguished Service**  
rendered to public education in California  
and to the schools of Orange County.*

President, Orange County Board of Education

County Superintendent of Schools



# ORANGE COUNTY BOARD OF EDUCATION

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

TIM SHAW, DISTRICT 4  
LISA SPARKS, PH.D., DISTRICT 5  
STEFAN BEAN, ED.D., SECRETARY

June 3, 2026

John Shook  
c/o Savanna School District  
1330 S Knott Ave  
Anaheim, CA 92804

Dear Mr. Shook,

On behalf of the Orange County Board of Education, I would like to thank you for your nearly 15 years of service as a member of the Savanna School District Board of Education.

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

Sincerely,

Mari Barke  
Board President

MB:mm

Enclosure



# Certificate of Merit

awarded to

# John Shook

*who served as a trustee for the  
Savanna School District  
for the years*

**2011-2026**

*This certificate is awarded in recognition and appreciation of*  
**Distinguished Service**  
*rendered to public education in California  
and to the schools of Orange County).*

President, Orange County Board of Education

County Superintendent of Schools

Item: Consent Calendar #8

June 3, 2026

Mailed     Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 3, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Greg Rolen, General Counsel

SUBJECT: Sheehy Strategy Group – California Consulting and Lobbying Agreement

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RECOMMENDATION:

Approve the 2026-2027 Addendum to Agreement for the Sheehy Strategy Group.

Tom Sheehy  
(916) 213-8998  
[Tom@sheehystrategygroup.com](mailto:Tom@sheehystrategygroup.com)



## SHEEHY STRATEGY GROUP

May 7<sup>th</sup>, 2026

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

Re: California Consulting and Lobbying Agreement – 2026 Addendum

Dear Greg:

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

We appreciate this further opportunity to be of service to the Board and to build on the success we have had. Should the Board desire to move forward with this revised agreement, we agree that, rather than our entering into a separate new agreement for this matter, the terms of our September 7<sup>th</sup>, 2022, engagement (copy attached), as modified by our April 25<sup>th</sup>, 2025 addendum (also attached) will also apply to this matter, except for the following changes:

- 1) **Term.** Extend the ending date of the agreement from June 30<sup>th</sup>, 2026, to June 30<sup>th</sup>, 2027, except if termination clause is executed pursuant to section 9) Termination.
- 3) **Compensation.** In exchange for the Services, Client agrees to pay SSG the following amounts (the “Compensation”) no later than the twenty fifth (25th) day of each month:
  - A) For the period of July 1<sup>st</sup>, 2026, through June 30<sup>th</sup>, 2027, Client agrees to pay SSG a retainer of \$10,398 per month.
  - B) At the conclusion of this contract work, Client and SSG may extend the terms of this agreement by a written amendment agreed to by both parties.

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

Sincerely,

**Sheehy Strategy Group**

\_\_\_\_\_  
Tom Sheehy, Principal

Date: \_\_\_\_\_

*AGREED AND CONFIRMED:*

***Orange County Board of Education***

\_\_\_\_\_  
*Mari Barke, President*

Date: \_\_\_\_\_

**ORANGE COUNTY BOARD OF  
BOARD AGENDA II**

Item: Charter Schools #10

June 3, 2026

Mailed     Distributed at meeting

RM

**DATE:** June 3, 2026  
**TO:** Renee Hendrick, Deputy Superintendent  
**FROM:** Aracely Chastain, Executive Director, Charter Schools  
**SUBJECT:** Public Hearing – California Online Public Schools Southern California  
Countywide Charter Petition

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**DESCRIPTION:**

On March 18, 2026, California Online Public Schools, a California nonprofit public benefit corporation, submitted a countywide charter school petition to operate California Online Public Schools Southern California. The Orange County Board of Education held a public hearing on May 6, 2026, to consider the level of support for the charter school.

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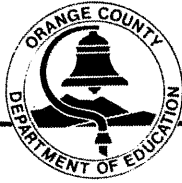
**RECOMMENDATION:**

Per California Education Code, on June 3, 2026, the Orange County Board of Education shall hold a public hearing to grant or deny the California Online Public Schools Southern California 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 May 19, 2026.

June 3, 2026

Mailed     Distributed at meeting

*BA*



# MEMO

ORANGE COUNTY DEPARTMENT

May 19, 2026

**To:** Members, Orange County Board of Education  
**From:** Orange County Department of Education Charter Schools Unit  
**Re:** Staff Recommendations and Findings – California Online Public Schools Southern California

## I. INTRODUCTION

This report summarizes the review conducted by Orange County Department of Education staff of the petition submitted by California Online Public Schools to establish California Online Public Schools Southern California as a countywide nonclassroom-based charter school, and recommendations for consideration by the Orange County Board of Education (the Board).

Pursuant to Education Code section 47605.6, the Board must approve or deny the petition within ninety (90) days of receipt, unless the timeline is extended by mutual agreement for up to thirty (30) additional days. Board action is scheduled for the Board’s regular meeting on June 3, 2026.

Based on the review, including a clarification meeting with petitioners on May 4, 2026, Orange County Department of Education staff recommends approval of the California Online Public Schools Southern California countywide charter petition for a five-year term.

## II. BACKGROUND

On March 18, 2026, the Board received a petition to establish California Online Public Schools Southern California as a countywide nonclassroom-based charter school. California Online Public Schools, a California nonprofit public benefit corporation, currently operates six schools, including a district-authorized nonclassroom-based charter school in the Capistrano Unified School District. California Online Public Schools Southern California intends to serve students in transitional kindergarten through grade twelve beginning in the 2026-27 academic year.

Per statutory requirements, the petitioner notified the following districts of its intent to establish facilities with their boundaries: Buena Park, Brea-Olinda Unified, Capistrano Unified, Fullerton, Fullerton Joint Union High, Placentia-Yorba Linda Unified, and Newport-Mesa Unified.

On May 6, 2026, the Board held a public hearing to consider the provisions of the petition and to receive public comment regarding the level of support from teachers, parents/guardians, and school districts where facilities are proposed.

### III. LEGAL STANDARD

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

Education Code section 47605.6(a)(1) provides:

“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.”

Additionally, Education Code section 47605.6(b) states that a county board may grant a charter only if it is satisfied that:

- 1) Granting the charter is consistent with sound educational practice; and
- 2) 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.

If the threshold criteria are met, the Board must then determine whether the petition satisfies the criteria under Education Code section 47605.6(b)(1)-(7). The Board shall deny the petition if it makes one or more of the following findings:

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

- 7) Any other basis that the county board of education finds justifies the denial of the petition.

If a countywide charter petition is denied, there is no appeal to the State Board of Education (5 CCR § 11966.5).

#### **IV. COUNTYWIDE JUSTIFICATION ANALYSIS**

Education Code section 47605.6(a)(1) requires the Board to determine whether the proposed educational services 1) will serve a pupil population that will benefit from those services, and 2) cannot be served as well by a charter school operating in only one school district within the county.

##### **A. Identifiable Pupil Population**

The petition identifies a geographically dispersed TK–12 pupil population across Southern California, including students residing in Orange, Los Angeles, San Bernardino, Riverside, and San Diego Counties who intentionally select a nonclassroom-based instructional model in lieu of a traditional site-based program.

The proposed instructional model is primarily a fully online, nonclassroom-based program designed to serve students who require flexibility due to a range of individual circumstances, including health needs, mobility limitations, family responsibilities, or preference for a nontraditional learning environment.

In addition to its virtual program, the school proposes to implement strategically located in-person resource centers to support Career Technical Education (CTE), individualized academic support, and opportunities for student engagement. These services include one-on-one instruction, tutoring, counseling, and hands-on CTE coursework that complement the online instructional model.

Based on the record presented, staff find that the petition identifies a distinct pupil population that will benefit from a flexible, hybrid model combining online instruction with targeted in-person supports.

##### **B. Inability to Serve as Well Through a Single-District Charter**

The petition describes a proposed educational model that is designed to serve students across multiple counties rather than within the geographic boundaries of a single school district.

The school's planned resource centers are intended to be located strategically based on student population density and need, rather than within a single district's jurisdiction. These centers will support CTE programming, services for students with disabilities, and opportunities for in-person collaboration and socialization.

Additionally, the petition indicates that the delivery of specialized service, such as hands-on CTE training and structured in-person supports for students with disabilities requires facilities and partnerships that may be regionally distributed and cannot be effectively implemented within a single district boundary.

Countywide authorization would allow the school to align its operational model, facility planning, and service delivery with the geographic distribution of its student population, thereby ensuring that access to educational services is based on student need rather than district residency.

### **C. Staff Determination**

Based on the program design, geographic scope, and proposed delivery of services, staff find that:

- 1) The proposed educational services will benefit a distinct pupil population; and
- 2) That population cannot be served as well by a charter school operating in only one school district.

Accordingly, staff conclude that the petition satisfies the threshold countywide criteria set forth in Education Code section 47605.6(a)(1), as the proposed model requires a countywide structure to effectively serve its intended student population.

## **V. SUMMARY OF FINDINGS**

The California Online Public Schools Southern California charter petition and all related information received concerning the charter petition were reviewed and considered, including information presented at the public hearing and information obtained during the clarification meeting. The California Online Public Schools Southern California 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.

## **VI. STAFF RECOMMENDATION**

OCDE staff recommend that the Board approve the California Online Public Schools Southern California countywide charter petition for a five-year term from July 1, 2026, through 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 July 2026.

## **VII. CONCLUSION**

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

- Option One: Approve the charter petition.
- Option Two: Approve the charter petition with conditions. 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.

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

Item: Charter Schools #12

June 3, 2026

Mailed     Distributed at meeting

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**DATE:** June 3, 2026  
**TO:** Renee Hendrick, Deputy Superintendent  
**FROM:** Aracely Chastain, Executive Director, Charter Schools Unit  
**SUBJECT:** Board Action – Samueli Academy Agreement

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**DESCRIPTION:**

On February 2, 2026, the Orange County Board of Education (Board) approved Samueli Academy’s renewal charter petition for the period of July 1, 2026, through June 30, 2031, contingent upon execution of an Agreement addressing the parties’ operational relationship.

At the June 3, 2026, meeting, the Board shall consider and take action on an Agreement addressing the operational relationship between the parties.

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**RECOMMENDATION:**

It is recommended that the Board approve the Agreement addressing the operational relationship between the parties at its June 3, 2026, meeting.

**AGREEMENT BETWEEN**  
**ORANGE COUNTY BOARD OF EDUCATION**  
**AND**  
**SAMUELI ACADEMY**  
**FOR THE OPERATION OF SAMUELI**  
**ACADEMY**

This Agreement is made and entered into this 2nd day of **February 2026**, by and between the Orange County Board of Education (“Board”) and Samueli Academy, a nonprofit public benefit corporation operating Samueli Academy (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

**I. INTRODUCTORY PROVISIONS**

- A. The Board approved the Charter School’s petition for a five-year period from July 1, 2026, through June 30, 2031.
- B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Samueli Academy is the California nonprofit public benefit corporation operating the Charter School. Charter School shall ensure that at all times throughout the term of its charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Samueli Academy as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the nonprofit public benefit corporation’s articles of incorporation within **ten (10) business days** of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms inconsistent with the terms of the charter approved on **February 2, 2026**, 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 ethics training, pursuant to Government Code section 53232 et. Seq., to its governing board members and administrative staff within six months of taking office or becoming employed, and on-going training as required by law. Charter School will certify that the trainings have been provided to the specified individuals. 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 10<sup>th</sup> day of each month, and the second withdrawal will take place at the end of each month.
  - c) Charter School's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one (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 known 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~~-7920 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 in accordance with California law. Furthermore, Charter school shall adopt and maintain policies and procedures to address parent and student concerns and/or complaints. Uniform Complaint Procedures and parent/student complaint procedures shall be communicated to parents and students annually in a format to be determined by Charter School.

## **X. NOTIFICATION**

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

To OCDE at:

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

To Samueli Academy at:

Anthoy Saba, Executive Director  
Samueli Academy  
1901 N. Fairview St.  
Santa Ana, CA 92706

## **XI. INTEGRATION**

This Agreement contains the entire Agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with

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

**XII. ORDER OF PRECEDENCE**

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

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

For Charter School:

For the Board:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## **EXHIBIT A**

### **INSURANCE COVERAGE AND POLICIES**

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

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

June 3, 2026

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ORANGE COUNTY BOARD C

[X] Mailed [ ] Distributed at meeting

BOARD AGENDA ITEM

DATE: June 3, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: David Giordano, Associate Superintendent Administrative Services

SUBJECT: Assembly Bill No. 1390

**BACKGROUND**

On **October 11, 2025**, Governor Gavin Newsom signed **Assembly Bill No. 1390 (Solache), Chapter 639**, into law. This legislation amends **Education Code Section 1090** relating to compensation for members of **county boards of education**.

AB 1390 modernizes the compensation structure by increasing the maximum allowable monthly compensation based on county classification. For **Class II counties**, the law authorizes **up to \$2,000 per month** for each regular board member who attends all meetings held during the month.

The amended statute also authorizes the County Board of Education to **annually increase compensation by up to five percent (5%)** based on the present monthly rate of compensation, effective upon board approval. Any such increase may be subject to referendum by the voters of the county pursuant to Elections Code provisions.

The current compensation for regular members of the Orange County Board of Education is \$562.61 per month, last adjusted on January 1, 2008

Under the new statutory authority, the Board may approve an adjustment up to **\$2,000 per month** effective January 1, 2026 in accordance with **Education Code §1090(a)(2)**.

The County Board of Education provides oversight, fiscal accountability, and governance for countywide education programs, including alternative education, special education, and regional occupational programs.

The current compensation rate, unchanged since 2008, no longer reflects the responsibilities, time commitment, or rising cost of living associated with board service. Increasing compensation aligns with current state law (AB 1390) and ensures the Board’s compensation remains equitable and consistent with peer counties.

**RECOMMENDATION**

Approve an increase in Board Member monthly compensation to \$2,000 per month for each regular member of the Board of Education, effective January 1, 2026 consistent with Education Code Section 1090(a)(2) as amended by Assembly Bill No. 1390 (Chapter 639).

June 3, 2026

RW

Mailed    Distributed at meeting

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ORANGE COUNTY BOARD OF EDUCATION  
BOARD AGENDA ITEM

DATE:            June 2, 2026  
TO:              Renee Hendrick, Deputy Superintendent  
FROM:            Analee Kredel, Associate Superintendent, Connections  
                      Maria Martinez-Poulin, Ed.D., Chief, Alternative Education  
SUBJECT:        OCDE Local Control and Accountability Plan

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BACKGROUND:

Orange County Department of Education Local Control and Accountability Plan (LCAP) for the 2026-27 school year will be presented to the Board on June 3, 2026. As required by law, the LCAP included student, parent, and community partner input and was posted to the Orange County Department of Education website for public review.

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RECOMMENDATION:

Presentation and Public Hearing only.

Adoption on June 17, 2026.

DN

ORANGE COUNTY BOARD OF EDUCATION  
BOARD AGENDA ITEM

DATE:            June 3, 2026  
TO:              Renee Hendrick, Deputy Superintendent  
FROM:            Maria Martinez-Poulin, Ed.D., Chief of Alternative Education, ACCESS  
SUBJECT:        Local Control and Accountability Plan: College and Career Preparatory Academy

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BACKGROUND:

College and Career Preparatory Academy (CCPA) Local Control and Accountability Plan (LCAP) for the 2026-2027 school year will be presented to the Board on June 3, 2026. As required by law, the LCAP included student, parent and community partner input and was posted to the Orange County Department of Education website for public review.

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RECOMMENDATION:

Presentation and Public Hearing only.

Adoption on June 17, 2026.

Item: Presentations #18

June 3, 2026

Mailed     Distributed at meeting

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 3, 2026  
TO: Renee Hendrick, Deputy Superintendent  
FROM: David Giordano, Associate Superintendent, Administrative Services  
SUBJECT: Budget Presentation for Fiscal Year 2026-27

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BACKGROUND:

As required by State regulations, the attached documents include the 2026-27 OCDE budget and the Criteria and Standards. The July budget reflects preliminary estimates of income and expenditures, including projected growth needs, based on information available from the Governor's May Revise.

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RECOMMENDATION:

Presentation and Public Hearing only.

DG:sh

June 3, 2026

Mailed     Distributed at meeting

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: June 3, 2026  
TO: Renee Hendrick, Deputy Superintendent  
FROM: David Giordano, Associate Superintendent, Administrative Services  
SUBJECT: Education Code Section 1302 Information

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BACKGROUND:

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

In accordance with Education Code Section 1302 and Board Policy 100-10, attached is information for all employees who will receive a salary increase of more than \$10,000 in a 12-month period since we last reported in April 2026. The \$10,000 limit was set in statute in 1999 and has not been adjusted since October 2024.

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RECOMMENDATION:

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

TEACHER	\$64,949.88
DEPUTY SUPERINTENDENT	\$22,466.40
GENERAL COUNSEL	\$20,437.92
ASSOCIATE SUPERINTENDENT	\$19,465.92
ASSOCIATE SUPERINTENDENT	\$19,465.92
ASSOCIATE SUPERINTENDENT	\$19,103.88
CHIEF TECHNOLOGY OFFICER	\$17,991.60
ASSISTANT SUPERINTENDENT, INSTRUCTION	\$11,004.84