

REGULAR MEETING
March 4, 2026
5:00 p.m.

Item: Agenda - March 4, 2026

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[X] Mailed [] Distributed at meeting

Location: Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626
YouTube Livestream: <https://youtube.com/live/C5Mf8x1pyc0>

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 March 4, 2026 – Adoption

(*) MINUTES

Regular Meeting of February 2, 2026 – Approval

INVOCATION

5:00 p.m.

Rabbi Adam Greenwald

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS (General)

CONSENT CALENDAR

- (*) 1. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (*) 2. Adopt Resolution No. 07-26 to recognize April 11-17, 2026 as Week of the Young Child.
- (*) 3. Adopt Resolution No. 08-26 to recognize April 2026 as Public Schools Month.
- (*) 4. Receive the Orange County Department of Education's Transportation Plan for fiscal years 2026-27 through 2028-29.

PRESENTATIONS

5. Recognition of Connections at University HS Wrestling Team – Analee Kredel, Associate Superintendent, Connections

CHARTER SCHOOLS

- 6. Charter submissions

- (*) 7. Charter School Public Hearing – Vista Condor Global Academy Renewal Charter Petition
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.
Discussion Format:
Vista Condor Global Academy
Public Comments
Board Questions

- (*) 8. Board Action on Vista Condor Global Academy Renewal Charter Petition.

- (*) 9. Charter School Public Hearing – Orange Springs Charter School Material Revision
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.
Discussion Format:
Orange Springs Charter School
Public Comments
Board Questions

- (*) 10. Board action on Orange Springs Charter School material revision.

- (*) 11. Charter School Public Hearing – TLC (Tomorrow's Leadership Collaborative) Renewal Charter Petition & Material Revision
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.
Discussion Format:
TLC
Public Comments
Board Questions

- (*) 12. Charter School Public Hearing – Orange County Workforce Innovation High School Material Revision
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.

Discussion Format:
Orange County Workforce Innovation High School
Public Comments
Board Questions

BOARD RECOMMENDATIONS

- (*) 13. Approve board date change from July 1, 2026 to July 8, 2026. (Sparks)
14. Discussion: Grade Inflation (Valdes)

STAFF RECOMMENDATIONS

15. Budget Presentation – Dave Giordano, Associate Superintendent, Administrative Services.
- (*) 16. Approve the Second Interim Report that is certified Positive by the County Superintendent of Schools.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Memorial Day Essay Contest Discussion
- Board Liaison

ANNOUNCEMENTS

- Superintendent
- Deputy Superintendent

LEGISLATIVE UPDATES

COMMITTEE REPORT

BOARD MEMBER COMMENTS

CLOSED SESSION(S) PUBLIC REPORT OUT

ADJOURNMENT



Renee Hendrick
Assistant Secretary, Board of Education

Next Regular Board Meeting - Wednesday, April 8, 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 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 5:05 p.m., February 2, 2026, in the Board Room, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream <https://www.youtube.com/live/6M1EgExBa1Y>.

ROLL CALL

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

AGENDA

Motion by Barke, seconded by Sparks to amend the agenda as follows:

- Move Item No. 19 to the beginning of the meeting, following the Pledge of Allegiance.
- Table Item No. 20.

Subsidiary motion by Williams, seconded by Valdes to retain Item No. 20 on the agenda. The motion failed by a 2–3 vote (Williams and Valdes in favor; Barke, Sparks, and Shaw opposed).

Motion by Barke, seconded by Sparks, and carried by a vote of 3-2 (Barke, Shaw, and Sparks in favor; Williams and Valdes opposed) to approve the agenda for the February 2, 2026, Regular Meeting as amended:

- Move Item No. 19 to the beginning of the meeting, following the Pledge of Allegiance.
- Table Item No. 20.

INVOCATION

Rabbi Stephen Einstein

PLEDGE OF ALLEGIANCE

Dr. Lisa Sparks, Board Member

BOARD RECOMMENDATIONS

19. Motion by Barke, seconded by Shaw, and carried by a vote of 5-0 to adopt Resolution No. 04-26, Recognizing January 27, 2026, as International Holocaust Remembrance Day.

MINUTES

Motion by Sparks, seconded by Williams, and carried by a vote of 5-0 to approve the minutes of the Regular meeting of January 7, 2026.

CONSENT CALENDAR

Motion by Sparks, seconded by Williams, and carried by a vote of 5-0 to approve Consent Calendar items No. 1, No. 2, and No. 3.

1. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
2. Accept the 2nd Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of October 1 to December 31, 2025.
3. Adopt resolution No. 02-26 to recognize March 2026 as Arts Education Month.

PUBLIC COMMENTS (General)

- Katherine
- Laurie
- Debora
- Kaylie
- Nancy
- Marcia
- DA
- Laurel
- Christine
- Carol
- Joe
- Amy

INTRODUCTIONS

Students from Beckman High School:
Julia Nguyen
Kiyomi Okamoto
Dazl Sulit
Haluka Nasu

CHARTER SCHOOLS

4. Charter submissions
 - Orange Springs Charter School - Material Revision
 - Orange County Workforce Innovation High School - Material Revision
5. Charter School Public Hearing – Samueli Academy Renewal Charter Petition
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Anthony Saba, Executive Director, Samueli Academy

Note

Board Vice President Tim Shaw recused himself from discussion and participation regarding Item No. 5, Samueli Academy Renewal Charter Petition.

6. Motion by Barke, seconded by Sparks, and carried by a vote of 4-0 (Shaw Abstained) to approve Option I for the Samueli Academy Renewal Charter Petition.
7. Charter School Public Hearing – Ednovate-OC College Prep Material Revision
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Katie Hart, Chief Operating Officer, Ednovate Charter Schools
8. Motion by Williams, seconded by Sparks, and carried by a vote of 5-0 to approve Option I for the Ednovate-OC College Prep Material Revision.
9. Charter School Public Hearing – California Republic Leadership Academy Orange County Material Revision
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Gary Davis, Executive Director, CRLA
10. Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve Option I for the California Republic Leadership Academy Orange County Material Revision.
11. Charter School Public Hearing – Vista Condor Global Academy Renewal Charter Petition
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Dr. Collin Felch, Superintendent, Vista Charter Public Schools
 - Roxanne Alessandro, Principal

PUBLIC COMMENTS (Item No. 11)

- Javier
 - Miles
 - Ramsie
 - Zoila
 - Amanda
 - Josue
12. Charter School Public Hearing – Suncoast Charter School Countywide Charter Petition
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
 - Windi Eklund, Director
 - Steph

- Gretchen
- Nicky
- Katy
- Bethany
- Ronna
- Erica
- Kim

PUBLIC COMMENTS (Item No. 12)

- Alison
- Zachary
- Lily
- William
- Rebecca
- Heidi
- Gabriela
- Charisse
- Patricia
- Chip
- Colleen
- Amanda
- Vicki
- Alfonso
- Scott
- April
- Stacy
- Sabrina
- Shaunna
- Shannon
- Amy
- Savannah
- Jana
- Terri
- Kaya
- Andi
- Audrey
- Tim
- Denise
- Alexis
- Annamarina
- Javier

Note

The Board recessed from 7:45 p.m. to 8:04 p.m. By consensus, Item No. 18 was moved to precede Item No. 13.

PUBLIC COMMENTS (Item No. 18)

- Sailee

Note Board Vice President Shaw joined the meeting at approximately 8:13 p.m.

BOARD RECOMMENDATIONS

18. Motion by Valdes, seconded by Barke to adopt Resolution No. 03-26, Supporting Access to Bilingual Education.

Subsidiary motion by Williams, seconded by Valdes, and carried by a vote of 5–0 to revise all instances of “bilingual education” to read “bilingual education and/or dual immersion.”

Motion by Valdes, seconded by Barke, and carried by a vote of 5-0 to adopt Resolution No. 03-26, Supporting Access to Bilingual Education, with one amendment: that all instances of “bilingual education” be revised to read “bilingual education and/or dual immersion.”

CHARTER SCHOOLS (continue)

13. Charter School Public Hearing – Orange Springs Charter School Material Revision
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
- Dr. Kathleen Hermsmeyer, Superintendent
 - Michelle

PRESENTATIONS

14. School Site Safety Protocols - Gina Lance, Chief Human Resources Officer and Randy Styner, Director of Safety.
15. Anti-fraud Protocols – Childcare Reimbursements - Rosalee Hormuth, Sr Administrator, Business Services.
16. Clarification of State School Tiers, Metrics, and Reauthorization Presumptions – Aracely Chastain, Executive Director, Charter Schools Unit.
17. Presentation and adoption of the proclamation recognizing February 2026 as Career and Technical Education (CTE) Month - Jill Katevas, Sr. Administrator, Educational Services.

Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to adopt the proclamation recognizing February 2026 as Career and Technical Education (CTE) Month.

STAFF RECOMMENDATIONS

21. Motion by Williams, seconded by Valdes, and carried by a vote of 5-0 to approve the Notice of Violation – Explore Academy.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Board Liaison Update – Brandon Guevara
 - Will provide monthly ACCBE updates; April conference in Riverside, with OCDE input requested to shape the agenda (CTE, charter renewals, community schools).
 - Shared invitations to the OCASA 10-year celebration and the OCDE Counselor Symposium.
 - OCDE is now on Facebook, Instagram, and X.
- Mid-Year Update of the 2025-26 OCDE/Connections Local Control and Accountability Plan (received)
- Mid-Year Update of the 2025-26 CCPA Local Control and Accountability Plan (received)
- Salary Increases over \$10,000 in accordance with Education Code 1302 and board policy 100-10 (received)

ANNOUNCEMENTS

- Superintendent
 - No updates provided.
- Deputy Superintendent
 - Next board meeting is on Wednesday, March 4, 2026; submission deadline is February 18; board packet delivery is February 27.
 - Office closed: February 9, Lincoln Day and February 16, Presidents Day

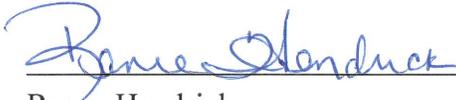
LEGISLATIVE UPDATE

BOARD MEMBER COMMENTS

- Trustee Valdes: Thanked the teachers; expressed that their comments and work with ACCESS and Connections are important and appreciated.
- Vice President Shaw: Shared that his niece received her church mission assignment and will serve in Madrid, Spain beginning July 1.
- President Barke: Acknowledged the significance of Shaw's family event and thanked all attendees for staying through a long evening.

ADJOURNMENT

On a motion duly made and seconded, the February 2, 2026, board meeting adjourned at 9:44 p.m.



Renee Hendrick
Assistant Secretary, Board of Education

Mari Barke
President, Board of Education

Next Regular Board Meeting – Wednesday, March 4, 2026

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RL



Stefan Bean, Ed.D.
County Superintendent of Schools

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 4th, 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.

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 12-14 removed (CONFIDENTIAL STUDENT INFORMATION)

March 4, 2026

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ORANGE COUNTY BOARD OF EDUCATION
BOARD AGENDA ITEM

DATE: March 4, 2026
TO: Renee Hendrick, Deputy Superintendent
FROM: Darou Sisavath, Recording Clerk
SUBJECT: Resolution No. 07-26
 Week of the Young Child

RECOMMENDATION:

Adopt Resolution No. 07-26 to recognize April 11-17, 2026 as Week of the Young Child.

**RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA**

**WEEK OF THE YOUNG CHILD
April 11-17, 2026**

WHEREAS, the Orange County Board of Education and other local organizations, in conjunction with the National Association for the Education of Young Children (NAEYC), are celebrating the Week of the Young Child, with the theme, “Early Years Are Learning Years,” April 11-17, 2026;

WHEREAS, by calling attention to the need for high-quality early childhood services for all children and families within our community, these groups hope to improve the quality of and availability of such services; and

WHEREAS, the future of our community depends on the quality of the early childhood experiences provided to young children today; and

WHEREAS, high-quality early childhood services represent a worthy commitment to our children’s future by promoting school readiness and academic achievement.

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Education joins the National Association for the Education of Young Children (NAEYC) in proclaiming April 11-17, 2026, as the Week of the Young Child, with the theme, “Celebrating our Youngest Learners,” and encourages all residents of Orange County to support the needs of young children in our community.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Mari Barke, President of the Board of Education of Orange County, California hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 4th day of March 2026.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of March 2026.

Mari Barke, President of the Board
Orange County Board of Education

March 4, 2026

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 4, 2026
TO: Renee Hendrick, Deputy Superintendent
FROM: Darou Sisavath, Recording Clerk
SUBJECT: Resolution No. 08-26
 Public Schools Month

RECOMMENDATION:

Adopt Resolution No. 08-26 to recognize April 2026 as Public Schools Month.

**RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA**

PUBLIC SCHOOLS MONTH - APRIL 2026

WHEREAS, Public Schools Month has been sponsored and promoted by the Grand Lodge of Free and Accepted Masons of California since 1920; and

WHEREAS, communities and schools are urged to set aside one week during the month of April as a special time for the discussion of public schools and to enlist the support of the general public to the cause of public education; and

WHEREAS, the Public Schools Month affords an excellent opportunity for all Californians to give special recognition to students, parents, teachers, classified staff, administrators, school volunteers, and school board members; and

WHEREAS, the Public Schools Month impels us once again to affirm the success of California's public schools; and

WHEREAS, the theme of the year's Public Schools Month is "together we make a profound difference for public education";

THEREFORE BE IT RESOLVED, that the Orange County Board of Education urges each school district in Orange County to establish a week during the month of April 2026 to promote education as the key to our nation's future and the source of our nation's strength.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Mari Barke, President of the Board of Education of Orange County, California hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 4th day of March 2026 and passed by a vote of said Board Members present.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of March 2026.

Mari Barke, President
Orange County Board of Education

March 4, 2026

Mailed Distributed at meeting

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 4, 2026
TO: Renee Hendrick, Deputy Superintendent
FROM: David Giordano, Associate Superintendent, Administrative Services
SUBJECT: 2026-27 Through 2028-29 Transportation Plan

BACKGROUND:

Beginning in 2023, Education Code 39800.1 requires school districts and county offices of education to develop, approve and maintain a plan describing the transportation services offered to pupils to be eligible for transportation apportionments under Education Code 41850.1. The original plan was approved on March 1, 2023, and updated on March 6, 2024 for fiscal years 2023-24 through 2025-26. The plan must be updated by April 1 for transportation services covering fiscal years 2026-27 through 2028-29.

Transportation services are provided on behalf of school districts who refer students to our Connections program for severely disabled students that require an Individual Education Plan (IEP). For students enrolled in the ACCESS program, OCDE coordinates transportation services with the Orange County Transit Authority.

RECOMMENDATION:

Receive the Orange County Department of Education's Transportation Plan for fiscal years 2026-27 through 2028-29.

DG:sh

ORANGE COUNTY DEPARTMENT OF EDUCATION



2026 – 2029 STUDENT TRANSPORTATION PLAN

TRANSPORTATION MANDATE

In accordance with Education Code (EC) Section 39800.1, as a condition of receiving apportionments for transportation services (under EC Section 41850.1), a local educational agency shall develop a plan describing their transportation services. The plan shall be presented and adopted by the governing board of the local educational agency on or before April 1, 2023, and updated by April 1 every year thereafter for single year plans or for multi-year plans updated when the term of a multi-year plan has ended. The plan may provide for the local educational agency to partner with a municipally owned transit system to provide services pursuant to this section to middle school and high school pupils. Nothing in a local educational agency's plan shall preclude a local educational agency from providing no-cost transit passes to pupils.

TRANSPORTATION FUNDING BACKGROUND

Prior to 1981, the State reimbursed school districts for home-to-school (HTS) transportation on a sliding scale for costs up to ninety percent (90%) and covered one hundred percent (100%) of costs for transporting students with disabilities. Transportation of students with special needs is mandated when required within the students' Individualized Education Plan (IEP). Transportation services specified in a students' IEP are provided at no cost to the student or his/her parent/guardian.

In 2013-14, with enactment of the Local Control Funding Formula (LCFF), State funding for HTS Transportation was established at a fixed amount, in perpetuity, based on the amount of funding each school district received in 2012-13 for both General Education and Special Education transportation. This was accomplished by providing an "add-on" (Transportation Add-On) to the resulting LCFF funding after all other factors, including COLA, were applied to the formula. Consequently, the Transportation add-on remained fixed each year.

Due to advocacy efforts by several state-wide organizations representing school districts, the 2022-23 state budget included \$637 million in ongoing additional transportation funding for school districts and county offices of education based on prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding. Under the 2022-23 Budget Act, local educational agencies are eligible to receive sixty percent (60%) reimbursement of their HTC transportation costs, or their current LCFF add-on, plus cost-of-living adjustments.

ABOUT OCDE'S TRANSPORTATION SERVICES

OCDE is committed to providing safe, reliable, and efficient daily home-to-school (HTS) transportation services for school district referred students attending OCDE's special education and alternative education programs located throughout Orange County. Safety is always our number one priority.

OCDE contracts with First Student, Inc., a private company, to provide student transportation services. First Student, Inc. is North America's leading school transportation provider and has more than a century of experience in providing safe and reliable transportation to students across the U.S. and Canada. They understand the priorities of today's K-12 community. Their 63,000 dedicated employees complete 5.5 million student journeys per day. They are committed to our values and always keep safety in front of mind.

Although First Student is a contracted transportation provider, they operate as an extension of the OCDE Transportation Department. Collaboratively, we provide transportation services for over 274 students.

HOW OCDE'S TRANSPORTATION WORKS

OCDE provides fee-for-service transportation to school district-referred special education students with an IEP attending one of OCDE's special education programs located throughout Orange County. Transportation services include door-to-door home-to-school (HTS) and other related transportation services for students residing in Orange, Long Beach, and Los Angeles counties at no charge to the student or his/her parent/guardian. The student's district of residence will be charged for the cost of all transportation related services including before and after school activities, extra-curricular activities, field trips and Community Based Instruction (CBI) trips where students are transported to various venues around the community to further develop their life skills.

Upon request by a participating school district, OCDE's Special Education staff notifies OCDE's transportation staff through an on-line request system that a student is placed in one of our special education programs and is need of transportation. Once the request is received and reviewed by OCDE's transportation staff and First Student staff the student is routed, parents notified of student pick up and drop off times and then transported to OCDE's special education program.

In addition to the services noted above, OCDE also provides transportation for students attending OCDE's Alternative, Community, and Correctional Education Schools and Services (ACCESS) Skyview School program. Buses are routed to pick up and drop off students at the closest, safest stop to the student's residence. OCDE also provides bus passes for ACCESS students to ride Orange County Transit Authority (OCTA) buses, the local transit authority, to and from school. OCDE also supports low income and homeless students by providing OCTA bus passes to and from school to help facilitate and encourage students' educational achievements. OCTA offers a "Youth Ride Free Program" which provides free year-round travel on OCTA buses to youth ages 6 to 18 to ride all OC fixed-route buses for free to travel to and from school, work, or fun.

ACCESSIBIITY FOR STUDENTS WITH DISABILITIES AND HOMELESS YOUTH

OCDE will continue to provide transportation for students with disabilities when specified in the student's IEP as required by law. OCDE will determine the most appropriate mode of transportation for an individual student at no cost to their parent/guardian. Transportation is scheduled so that students with disabilities do not spend an excessive amount of time on buses compared to other students ensuring arrivals and departures do not reduce the length of the school day for these students except as may be prescribed on an individual basis.

OCDE continues to provide support for students and families who are experiencing homelessness, as defined by the federal McKinney-Vento Act through our ACCESS Homeless Educational Services Program. ACCESS McKinney-Vento liaisons connect students with academic support and other resources to help eliminate barriers to educational success. If transportation is needed, OCDE provides bus passes for students to ride the public

transportation bus system. Students also receive free transportation through OCTA “Youth Ride Free program.”

FREE TRANSPORTATION FOR UNDUPLICATED PUPILS

OCDE will continue to provide all district-referred special education students with no cost transportation services. Students are provided door to door home-to-school transportation and any related services as specified by their IEP. Students enrolled in OCDE’s ACCESS program are provided with a no-cost means of transportation via the local transit authority (bus passes or free fare).

PARTICIPATING SCHOOL DISTRICTS

Listed below are the participating school districts that OCDE is providing home-to-school transportation for district-referred students attending OCDE’s Special Education and ACCESS education programs in fiscal year 2025/2026:

SCHOOL DISTRICT	2025/2026
Special Education	
ABC Unified	13
Anaheim Elementary	17
Anaheim Union High	17
Buena Park	11
Capistrano Unified	20
Centralia	2
Cypress	4
El Rancho	3
Fountain Valley	2
Fullerton	9
Fullerton Joint Union High	8
Garden Grove Unified	25
Huntington Beach City	3
Huntington Beach Union High	6
Irvine Unified	7
La Habra City	2
Laguna Beach Unified	1
Los Nietos	1
Long Beach Unified	4
Newport-Mesa Unified	9
Norwalk-La Mirada Unified	4
Ocean View	1

Orange Unified	2
Placentia-Yorba Linda Unified	6
Saddleback Valley Unified	6
Santa Ana Unified	23
Savanna	2
South Whittier	1
Temple City	1
Tustin Unified	8
Westminster	5
Whittier City	2
Whittier Union High	4
Sub Total	229
ACCESS	
Skyview	45
Total	274

TRANSPORTATION FUNDING AND FINANCE

Below are estimated annual reimbursement and program expenditure calculations projected for special education and alternative education transportation costs based on the previous year's transportation expenses:

2026 – 2027

PROJECTED SPECIAL EDUCATION TRANSPORTATION COST CALCULATION

Transportation Services Cost Data		
A.	Total 2026-27 Transportation Expenses (Function 3600)	\$7,244,661.00
B.	Less Capital Outlay (Object 6xxx, Function 3600)	0
C.	Less Non-Agency Expenditures (Goal 7110, 7150, Function 3600)	0
D.	Estimated 60% Reimbursement	\$4,346,796.60
E.	Less 2023-2024 Transportation Add-on From LCFF	(\$1,863,508.00)
Total Estimated HTS Transportation Reimbursement		\$2,483,288.60

BUDGETED EXPENDITURES AND OTHER FINANCING USES	
2000-2999: Classified Salaries	\$171,370.00

3000-3999: Employee Benefits	\$70,784.00
4000-4999: Books and Supplies	0
5000-5999: Services and Other Operating Expenditures	\$7,002,507.00
6000-6999: Capital Outlay	0
7000-7999: Other Outgo	0
Total Estimated Expenditures	
	\$7,244,661.00

2027 - 2028

PROJECTED SPECIAL EDUCATION TRANSPORTATION COST CALCULATION

Transportation Services Cost Data		
A.	Total 2027-28 Transportation Expenses (Function 3600)	\$8,397,140.00
B.	Less Capital Outlay (Object 6xxx, Function 3600)	0
C.	Less Non-Agency Expenditures (Goal 7110, 7150, Function 3600)	0
D.	Estimated 60% Reimbursement	\$5,038,284.00
E.	Less 2023-2024 Transportation Add-on From LCFF	(\$1,920,531.00)
Total Estimated HTS Transportation Reimbursement		\$3,117,753.00

EXPENDITURES AND OTHER FINANCING USES	
2000-2999: Classified Salaries	\$176,614.00
3000-3999: Employee Benefits	\$75,098.00
4000-4999: Books and Supplies	0
5000-5999: Services and Other Operating Expenditures	\$8,145,428.00
6000-6999: Capital Outlay	0
7000-7999: Other Outgo	0
Total Estimated Expenditures	
	\$8,397,140.00

2028 - 2029
PROJECTED SPECIAL EDUCATION TRANSPORTATION COST CALCULATION

Transportation Services Cost Data		
A.	Total 2028-29 Transportation Expenses (Function 3600)	\$8,894,147.00
B.	Less Capital Outlay (Object 6xxx, Function 3600)	0
C.	Less Non-Agency Expenditures (Goal 7110, 7150, Function 3600)	0
D.	Estimated 60% Reimbursement	\$5,336,488.20
E.	Less 2023-2024 Transportation Add-on From LCFF	(\$1,984,677.00)
Total Estimated HTS Transportation Reimbursement		\$3,351,811.20

EXPENDITURES AND OTHER FINANCING USES	
2000-2999: Classified Salaries	\$182,513.00
3000-3999: Employee Benefits	\$77,480.00
4000-4999: Books and Supplies	00
5000-5999: Services and Other Operating Expenditures	\$8,634,154.00
6000-6999: Capital Outlay	0
7000-7999: Other Outgo	0
Total Estimated Expenditures	\$8,894,147.00

**ORANGE COUNTY BOARD OF
BOARD AGENDA ITEM**

Item: Charter Schools #7

March 4, 2026

Mailed Distributed at meeting

RM

DATE: March 4, 2026
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Executive Director, Charter Schools
SUBJECT: Public Hearing – Vista Condor Global Academy Renewal

DESCRIPTION:

On December 15, 2025, Vista Condor Global Academy submitted a renewal charter petition for a five-year charter term from July 1, 2026, through June 30, 2031. The Orange County Board of Education held public hearings on February 2, 2026 and March 4, 2026 to consider the level of support for the charter school.

RECOMMENDATION:

Per California Education Code, on March 4, 2026, the Orange County Board of Education shall hold a public hearing to grant or deny the Vista Condor Global Academy renewal charter 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 February 17, 2026.

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

Item: Charter Schools #8

March 4, 2026

Mailed Distributed at meeting

EX

DATE: March 4, 2026
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Executive Director, Charter Schools
SUBJECT: Board Action – Vista Condor Global Academy Renewal

DESCRIPTION:

On December 15, 2025, Vista Condor Global Academy submitted a renewal charter petition for a five-year charter term from July 1, 2026, through June 30, 2031. Orange County Board of Education held a public hearing on February 2, 2026, and March 4, 2026.

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

- Option One: Approve the charter renewal petition for a five-year term from July 1, 2026, to June 30, 2031.
 - Option Two: Approve the charter renewal petition with conditions for a five-year term from July 1, 2026, to June 30, 2031.
 - Option Three: Deny the charter renewal petition in accordance with applicable law.
-

RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve the Vista Condor Global Academy charter renewal petition with conditions for a five-year term from July 1, 2026, through June 30, 2031. Approval shall require the execution of an agreement incorporating the conditions described in the Staff Report published on February 17, 2026.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

February 17, 2026

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Report: Recommendations and Findings – Vista Condor Global Academy Charter Renewal

I. INTRODUCTION

This report summarizes findings resulting from a comprehensive review of the renewal petition for Vista Condor Global Academy (“the School”) in accordance with Education Code sections 47607 and 47607.2, and to provide recommendations for consideration by the Orange County Board of Education (“the Board”).

II. BACKGROUND

Vista Condor Global Academy is a charter school serving students from pre-kindergarten through grade five at a single site located within the boundaries of the Santa Ana Unified School District.

The Board approved the original Vista Condor Global Academy charter petition for a five-year term from July 1, 2018, to June 30, 2023. Pursuant to statutory extensions codified in law, the current charter term was extended through June 30, 2026.

On December 15, 2025, Vista Condor Global Academy submitted a renewal charter petition. The Board held a duly noticed public hearing on February 2, 2026, to consider the renewal petition and to receive public comment, including input regarding the level of support by teachers employed by the school district, other employees of the school district, and parents.

III. LEGAL STANDARD

Charter school renewals are governed by Education Code sections 47607 and 47607.2.

Pursuant to EC § 47607.2, charter schools are evaluated under a three-tiered performance framework based primarily on performance on state and local indicators included in the California School Dashboard. Greater weight is given to academic performance. For non-Dashboard Alternative School Status (non-DASS) schools, the California Department of Education annually publishes a data file identifying each school’s performance category for renewal purposes.

A charter school in the middle performance category is eligible for renewal for a term of five years, provided the chartering authority determines that the school has met the applicable standards, and that approval is consistent with sound educational practice and statutory requirements.

In addition, renewals and material revisions are governed by EC § 47605 and must include a reasonably comprehensive description of any new legal requirements enacted since the charter was originally granted or last renewed. The Board must also consider:

- Fiscal performance and solvency
- Governance and operational compliance
- Whether the school is serving all pupils who wish to attend
- Compliance with credentialing requirements under EC § 47605(l)
- Overall educational program effectiveness

Staff reviewed academic, fiscal, governance, operational, and compliance documentation submitted by the school, as well as oversight findings from the current charter term.

IV. SUMMARY OF FINDINGS

A. Performance Category Determination

Based on the most recent California Department of Education performance category file for non-DASS charter schools and the School's Dashboard results, Vista Condor Global Academy falls within the middle performance category pursuant to EC § 47607.2 and is therefore statutorily eligible for a five-year renewal term.

While eligible for renewal, staff identified areas requiring corrective action to ensure full statutory compliance and improved academic outcomes.

B. Fiscal and Governance Review

Staff reviewed the School's fiscal documentation, independent audits, governance practices, and compliance reporting. No material fiscal insolvency concerns were identified.

No material governance violations were identified during the review period.

C. Teacher Credential Compliance

Education Code section 47605(l)(1) requires that teachers in charter schools hold the appropriate certificate, permit, or credential issued by the Commission on Teacher Credentialing for their assignment.

During oversight review, staff identified one unresolved credential finding. Specifically, documentation verifying appropriate credential authorization for one instructional assignment was incomplete at the time of review. A Notice of Concern was issued on December 18, 2025. While

there is no evidence of widespread credential misassignment, the finding reflects a deficiency in the school’s credential verification and documentation procedures.

Compliance with credentialing requirements is a statutory obligation and must be fully resolved.

D. Measurable Pupil Outcomes and Academic Performance

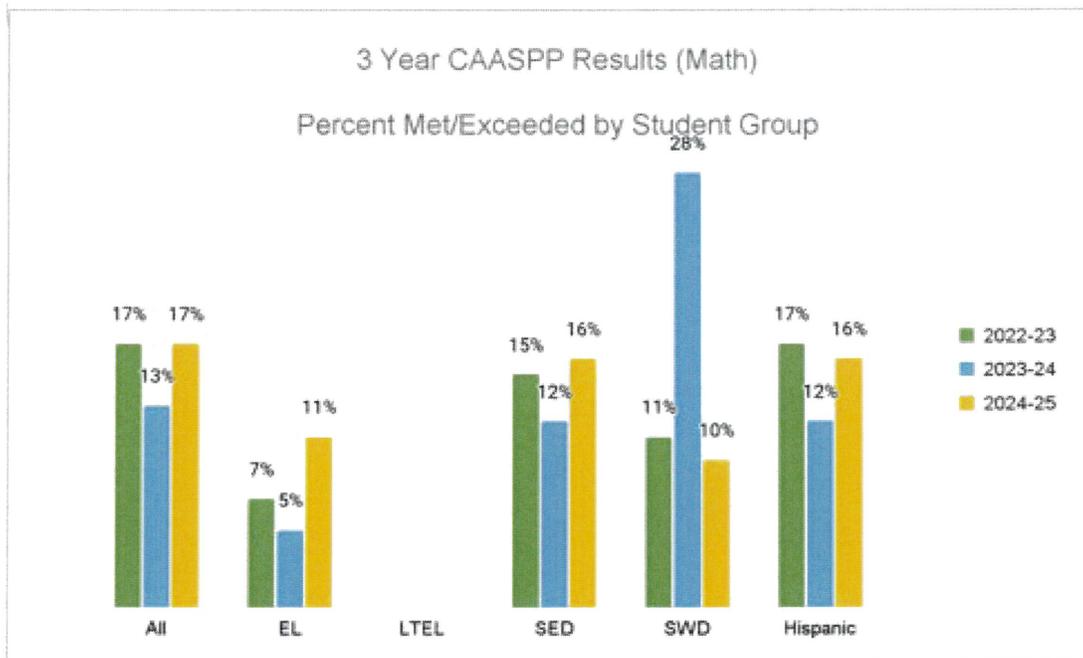
1. State Assessment Trends

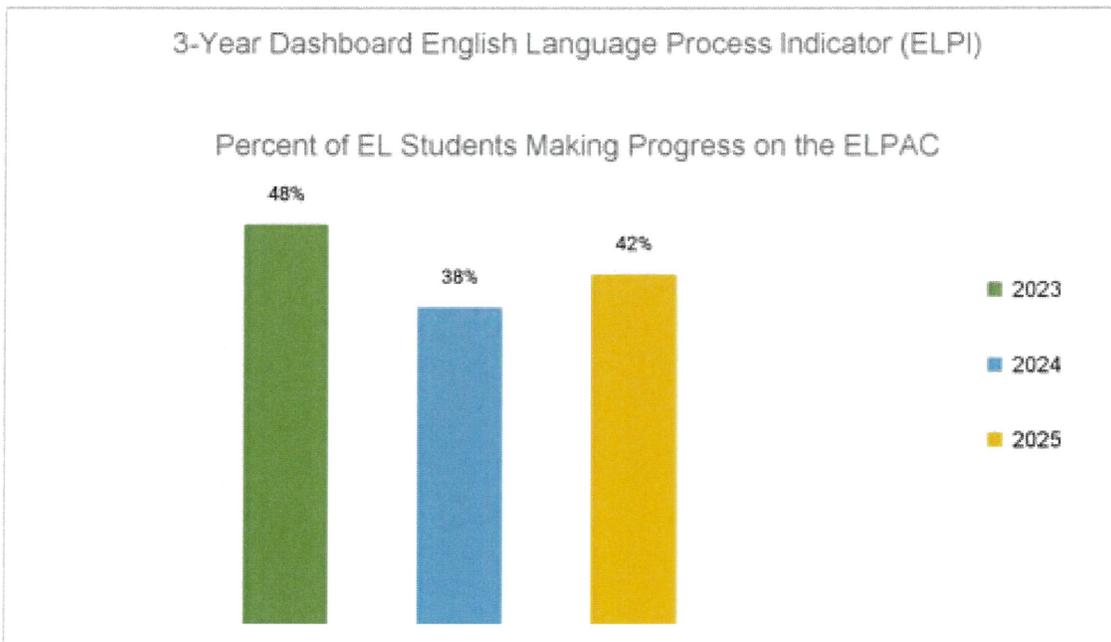
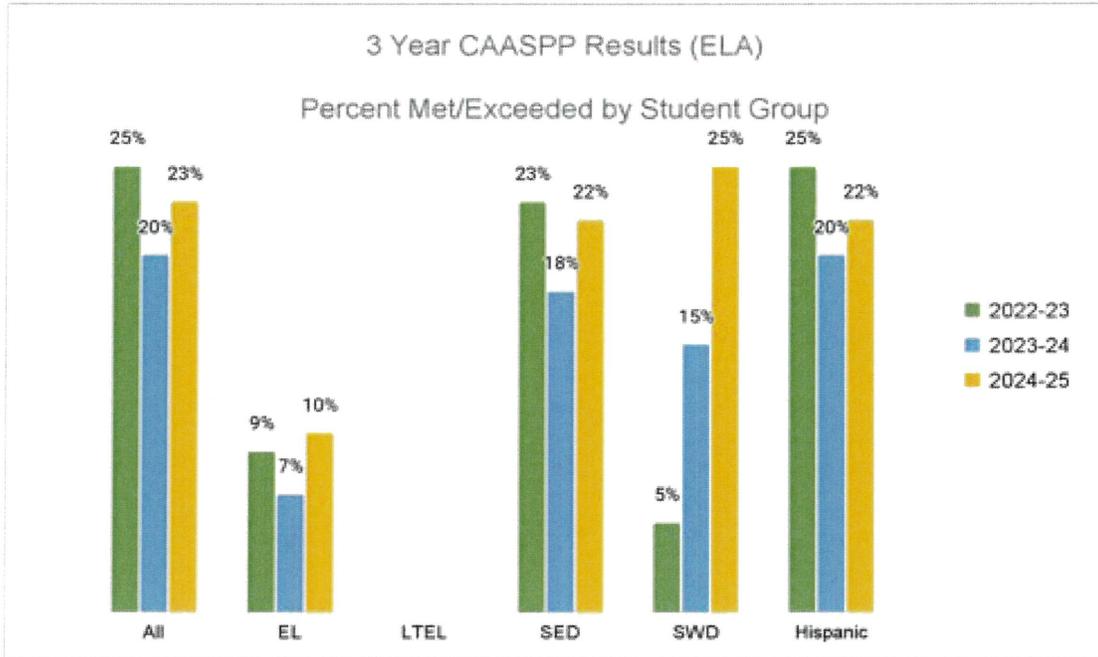
Over the past three years, CAASPP results reflect:

- A decline in 2023–24 performance.
- A subsequent rebound in the most recent year to levels comparable to 2022–23.

While the rebound suggests stabilization, performance in both English language arts (ELA) and mathematics remains below statewide averages.

Dashboard indicators show that the school’s performance places it within the middle renewal category under EC § 47607.2. However, academic outcomes do not yet demonstrate consistent upward trajectory sufficient to close achievement gaps.





2. Subgroup Performance

Statistically significant subgroups, including English Learners (EL), Socioeconomically Disadvantaged (SED) students, Hispanic students, and Students with Disabilities (SWD), generally perform below statewide averages in one or both subject areas.

Although the School reports positive trends on internal assessments, those gains have not yet consistently translated to statewide assessment proficiency levels.

Current Year State Comparison

2024-25		
CAASPP Comparison (ELA)		
Student Group	(% Met/Exceeded)	
	Vista Condor	State
All	23%	49%
EL	10%	11%
LTEL	-	6%
SED	22%	38%
SWD	25%	17%
Hispanic	22%	39%

2024-25		
CAASPP Comparison (MATH)		
Student Group	(% Met/Exceeded)	
	Vista Condor	State
All	17%	37%
EL	11%	11%
LTEL	-	3%
SED	16%	27%
SWD	10%	13%
Hispanic	16%	26%

3. English Learner Program Implementation

During annual oversight, staff determined that the School had not fully implemented its English Learner (EL) program in accordance with its adopted EL Master Plan. A Notice of Concern was issued on October 13, 2025.

The School subsequently submitted a corrective action plan for the 2025–26 school year. While the submission represents progress, full implementation and monitoring will be necessary to ensure compliance and improved EL student outcomes.

V. CONDITIONS OF APPROVAL

If the Board approves the charter renewal, staff recommend incorporation of the following conditions into the Agreement. These conditions are designed to ensure statutory compliance, strengthen academic accountability, and provide measurable oversight benchmarks.

A. Teacher Credential Compliance

1. Corrective Action Plan Submission

Within **60 calendar days** of execution of the charter Agreement, the School shall submit a detailed credential compliance plan that includes:

- Procedures for verifying credential authorization prior to employment
- Annual internal credential audits

-
- Maintenance of a current credential matrix aligned to teacher assignments
 - Designation of a responsible compliance officer
2. **Certification of Compliance**
Annually by October 1, the School shall certify in writing that all current teacher assignments are properly authorized and supported by valid documentation.
 3. **Ongoing Monitoring**
Annually by October 1, the School shall provide an updated credential matrix. Failure to implement or maintain these procedures may constitute a material violation of the charter.

B. Measurable Pupil Outcomes

1. Adoption of Quantified Academic Targets

Within 60 calendar days of the charter Agreement execution, the School shall adopt school board-approved Measurable Pupil Outcomes (MPOs) that include:

- Annual CAASPP target for ELA and mathematics, including:
 - Percent Met/Exceeded; and/or Scale Score Distance from Standard (DFS) growth trajectories
- Specific numeric targets for all students and each statistically significant subgroup (EL, SED, Hispanic, SWD)
- Defined annual growth percentages designed to close subgroup performance gaps over the renewal term

2. Interim Benchmarks Alignment

The School shall establish beginning-, mid-, and end-of-year benchmark targets on its internal assessments. Cut scores must demonstrate documented alignment to CAASPP proficiency standards including an explanation of the correlation methodology used.

3. Semi-Annual Reporting

Beginning January 31, 2027, and every January 31 and July 31 thereafter, the School shall submit semi-annual performance reports including:

- Internal assessment data
- CAASPP and Dashboard updates (when available)
- Attendance and chronic absenteeism data
- EL reclassification rates
- Analysis of effectiveness of implemented instructional strategies
- Description of programmatic adjustments in response to ineffective strategies

Failure to demonstrate reasonable progress toward adopted MPOs over the renewal term may constitute grounds for future corrective action.

C. English Learner Program Implementation

1. The School shall fully implement its EL corrective action plan which began in the 2025-26 school year.
2. **By October 1, 2026**, the school shall submit documentation verifying:
 - Proper EL placement procedures
 - Delivery of designate4d and integrated ELD
 - Monitoring of EL progress
 - Staff training aligned with the EL Master Plan
3. EL performance metrics shall be included in all semi-annual reports.

VI. STAFF RECOMMENDATION

Based on its placement within the middle performance category pursuant to EC § 47607.2, and subject to the conditions outlined above, Orange County Department of Education staff recommend that the Board approve the Vista Condor Global Academy charter renewal petition for a five-year term from July 1, 2026, through June 30, 2031.

Approval shall require execution of an Agreement no later than the Board's regularly scheduled May 2026 meeting. The Agreement shall incorporate the conditions described in this Staff Report and establish enforceable timelines and accountability mechanisms.

VII. CONCLUSION

The Orange County Board of Education has the following options:

- **Option One:** Approve the renewal petition for a five-year term from July 1, 2026, to June 30, 2031.
- **Option Two:** Approve the renewal petition with conditions for a five-year term from July 1, 2026, to June 30, 2031.
- **Option Three:** Deny the renewal petition in accordance with applicable law.

* * *

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE RENEWAL OF
VISTA CONDOR GLOBAL ACADEMY**

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

WHEREAS, Education Code section 47607(a)(2) states that a chartering authority may grant one or more subsequent renewals pursuant to Education Code sections 47607 and 47607.2.

WHEREAS, Education Code section 47607(b) requires that renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the charter school is located.

WHEREAS, in determining whether to grant a charter renewal, a chartering authority shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, a chartering authority shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

WHEREAS, following the review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on the charter school's performance pursuant to Education Code section 47607(c) for high performing charter schools, Education Code section 47607.2(b) for middle performing charter schools and Education Code section 47607.2(a) for low performing charter schools.

WHEREAS, a chartering authority may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is

not serving all students who wish to attend. When denying a charter renewal for either of these reasons, a chartering authority shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if a chartering authority finds either the corrective action proposed by the charter school has been unsuccessful or the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding.

WHEREAS, in determining whether to grant a charter renewal for a charter school eligible for the state's Dashboard Alternative School Status, a chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The chartering authority may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of students.

WHEREAS, on December 15, 2025, the Orange County Board of Education ("Board") received a petition from Vista Charter Public Schools, a nonprofit public benefit corporation, for the renewal of Vista Condor Global Academy.

WHEREAS, on February 2, 2026, the Board held a public hearing on the charter renewal, at which, the Board considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

WHEREAS, on February 17, 2026, the Board published staff recommendations and recommended findings developed by members of the Orange County Department of Education's Charter School Unit regarding the renewal petition ("Staff Report").

WHEREAS, on March 4, 2026, the Board held a public hearing to grant or deny the renewal petition, at which, the petitioners had equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings.

WHEREAS, the Board has considered the level of support for Vista Condor Global Academy and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

WHEREAS, in reviewing the renewal petition, the Board has been guided by the intent of the California Legislature that charter schools are and should become an integral

part of the California educational system and that establishment of charter schools should be encouraged.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the renewal petition for a charter school by Vista Charter Public Schools for the operation of Vista Condor Global Academy for a period of five years, beginning on July 1, 2026, and expiring June 30, 2031.

BE IT FURTHER RESOLVED that Vista Condor Global Academy will enter into an Agreement that addresses the operational relationship between the School, the Board and OCDE no later than the Board's regularly scheduled meeting in May 2026.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Mari Barke, President of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 4th day of March 2026, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Mari Barke, President
Orange County Board of Education

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE WITH CONDITIONS
THE RENEWAL FOR
VISTA CONDOR GLOBAL ACADEMY**

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

WHEREAS, Education Code section 47607(a)(2) states that a chartering authority may grant one or more subsequent renewals pursuant to Education Code sections 47607 and 47607.2.

WHEREAS, Education Code section 47607(b) requires that renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the charter school is located.

WHEREAS, in determining whether to grant a charter renewal, a chartering authority shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, a chartering authority shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

WHEREAS, following the review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on the charter school's performance pursuant to Education Code section 47607(c) for high performing charter schools, Education Code section 47607.2(b) for middle performing charter schools and Education Code section 47607.2(a) for low performing charter schools.

WHEREAS, a chartering authority may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, a chartering authority shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if a chartering

authority finds either that the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding.

WHEREAS, in determining whether to grant a charter renewal for a charter school eligible for the state’s Dashboard Alternative School Status, a chartering authority shall consider, in addition to the charter school’s performance on the state and local indicators included in the Dashboard, the charter school’s performance on alternative metrics applicable to the charter school based on the student population served. The chartering authority may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of students.

WHEREAS, on December 15, 2025, the Orange County Board of Education (“Board”) received a petition from Vista Charter Public Schools, a nonprofit public benefit corporation, for the renewal of Vista Condor Global Academy.

WHEREAS, on February 2, 2026, the Board held a public hearing on the charter renewal, at which, the Board considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

WHEREAS, on February 17, 2026, the Board published staff recommendations and recommended findings developed by members of the Orange County Department of Education’s Charter School Unit regarding the renewal petition (“Staff Report”), which identified deficiencies in the renewal petition.

WHEREAS, on March 4, 2026, the Board held a public hearing to grant or deny the renewal petition, at which, the petitioners had equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings.

WHEREAS, the Board has considered the level of support for Vista Condor Global Academy and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

WHEREAS, in reviewing the renewal petition, the Board has been guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the findings of fact and conclusions set forth in the attached written Staff Report, which is attached hereto and integrated herein by this reference.

BE IT FURTHER RESOLVED that based on the adopted findings of fact, the renewal petition as written may not contain reasonably comprehensive descriptions of required elements of the renewal petition unless Petitioner complies with certain conditions to address findings specified in the Staff Report.

BE IT FURTHER RESOLVED that the Board hereby approves with conditions the renewal petition for a charter school by Vista Charter Public Schools for the operation of Vista Condor Global Academy for a period of five years, beginning on July 1, 2026, and expiring June 30, 2031.

BE IT FURTHER RESOLVED that the renewal petition approval is conditioned upon Vista Condor Global Academy entering into a fully executed Agreement that addresses the findings specified in the Staff Report, as well as the operational relationship between the charter school, Board and OCDE no later than the Board's regularly scheduled meeting in May 2026.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Mari Barke, President of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 4th day of March 2026, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Mari Barke, President
Orange County Board of Education

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO DENY THE RENEWAL PETITION FOR
VISTA CONDOR GLOBAL ACADEMY**

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

WHEREAS, Education Code section 47607(a)(2) states that a chartering authority may grant one or more subsequent renewals pursuant to Education Code sections 47607 and 47607.2.

WHEREAS, Education Code section 47607(b) requires that renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the charter school is located.

WHEREAS, in determining whether to grant a charter renewal, a chartering authority shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, a chartering authority shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

WHEREAS, following the review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on the charter school's performance pursuant to Education Code section 47607(c) for high performing charter schools, Education Code section 47607.2(b) for middle performing charter schools and Education Code section 47607.2(a) for low performing charter schools.

WHEREAS, a chartering authority may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, a chartering authority shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if a chartering authority finds either the corrective action proposed by the charter school has been

unsuccessful or the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding.

WHEREAS, in determining whether to grant a charter renewal for a charter school eligible for the state’s Dashboard Alternative School Status, a chartering authority shall consider, in addition to the charter school’s performance on the state and local indicators included in the Dashboard, the charter school’s performance on alternative metrics applicable to the charter school based on the student population served. The chartering authority may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of students.

WHEREAS, on December 15, 2025, the Orange County Board of Education (“Board”) received a petition from Vista Charter Public Schools, a nonprofit public benefit corporation, for the renewal of Vista Condor Global Academy.

WHEREAS, on February 2, 2026, the Board held a public hearing on the charter renewal, at which, the Board considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

WHEREAS, on February 17, 2026, the Board published staff recommendations and recommended findings developed by members of the Orange County Department of Education’s Charter School Unit regarding the renewal petition (“Staff Report”), which identified deficiencies in the renewal petition.

WHEREAS, on March 4, 2026, the Board held a public hearing to grant or deny the renewal petition, at which, the petitioners had equal time and opportunity to present evidence and testimony to respond to the staff recommendations and finding.

WHEREAS, the Board has considered the level of support for Vista Condor Global Academy and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

WHEREAS, in reviewing the renewal petition, the Board has been guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

NOW, THEREFORE, BE IT RESOLVED that the Board finds the above listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED that the Board, having fully considered and evaluated the Petition for the renewal of the Vista Condor Global Academy, hereby finds granting the renewal of the Petition not to be consistent with the requirements of Education Code section 47605(c), based upon factual findings made by the Board during the Public Hearing on March 4, 2026, and memorialized in the meeting minutes

BE IT FURTHER RESOLVED that for the reasons given above, the renewal petition is hereby denied.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Mari Barke, President of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 4 day of March, 2026, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Mari Barke, President
Orange County Board of Education

**AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION
AND VISTA CHARTER PUBLIC SCHOOLS
FOR THE OPERATION OF VISTA CONDOR GLOBAL ACADEMY**

This Agreement is made and entered into this 4 day of March 2026, by and between the Orange County Board of Education (“Board”) and Vista Charter Public Schools, a nonprofit public benefit corporation operating Vista Condor Global 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.). Vista Charter Public Schools 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 Vista Charter Public Schools e 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 **March 4, 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 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 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 Vista Charter Public Schools at:

Collin Felch Ed. D, Superintendent
601 N. Fairview St.
Santa Ana, CA 92703

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.

EXHIBIT B
CHARTER-SPECIFIC CONDITIONS

1. Teacher Credential Concerns

By May 6, 2026, the school shall submit a detailed corrective plan describing the procedures it will implement to ensure ongoing compliance with Education Code section 47605(1)(1). The plan shall include processes for verifying credentials prior to employment and maintaining accurate credential records.

2. Measurable Pupil Outcomes

Before the start of the 2026-2027 academic year the school shall adopt specific, annual Measurable Pupil Outcomes for English language arts and Mathematics, including targets for all students and each statistically significant subgroup (EL, SED, Hispanic, SWD). Targets must include:

- CAASPP: % Met/Exceeded (grades tested) and/or Scale Score Distance from Standard (DFS) trajectories.
- Dashboard: Expected color band movement or maintenance by indicator and subgroup.
- Interim benchmarks: Beginning, mid, and end-of-year targets on the school's internal assessment(s), with cut scores that correlate with students' progress towards proficiency on state assessments.

Provide semi-annual reports to the authorizer demonstrating progress toward the school's Measurable Pupil Outcomes, including internal assessment results, attendance and chronic absenteeism data, English learner reclassification rates, and participation in academic intervention. Each report shall include an analysis of the data, and any instructional or programmatic adjustments made in response to strategies that prove ineffective.

ORANGE COUNTY BOARD C

Item: Charter Schools #9

March 4, 2026

BOARD AGENDA I

Mailed Distributed at meeting

CA

DATE: March 4, 2026
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Executive Director, Charter Schools
SUBJECT: Public Hearing – Orange Springs Charter School, Material Revisions

DESCRIPTION:

On January 14, 2026, Orange Springs Charter School submitted material revision requests to remove the 19 percent cap on enrollment for independent study, add an additional location within the boundaries of Santa Ana Unified School District, and extend the implementation timeline by one year for opening locations in Anaheim Elementary School District/Anaheim Union High School District to 2028-29 and in Saddleback Valley Unified School District to 2029-30.

The Orange County Board of Education held a public hearing on February 2, 2026, to consider the level of support for the material revisions.

RECOMMENDATION:

Pursuant to California Education Code 47605.6, the Orange County Board of Education will conduct a public hearing on March 4, 2026, to grant or deny the Orange Springs Charter School material revisions. At this 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 February 17, 2026.

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

Item: Charter Schools #10

March 4, 2026

Mailed Distributed at meeting

RA

DATE: March 4, 2026
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Executive Director, Charter Schools
SUBJECT: Board Action – Orange Springs Charter School, Material Revisions

DESCRIPTION:

On January 14, 2026, Orange Springs Charter School submitted material revision requests to remove the 19 percent cap on enrollment for independent study, add an additional location within the boundaries of Santa Ana Unified School District, and extend the implementation timeline by one year for opening locations in Anaheim Elementary School District/Anaheim Union High School District to 2028-29 and in Saddleback Valley Unified School District to 2029-30.

Orange County Board of Education held public hearings on February 2, 2026, and March 4, 2026.

RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve the revised charter petition and material revisions for Orange Springs Charter School.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

February 17, 2026

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Recommendations and Findings – Orange Springs Charter School Material Revision

I. INTRODUCTION

This report summarizes the review conducted by Orange County Department of Education staff regarding the material revisions requested by Orange Springs Charter School (“the School”), pursuant to Education Code sections 47605 and 47607, and provides recommendations for consideration by the Orange County Board of Education (“the Board”).

II. BACKGROUND

The Board approved the Orange Springs Charter School charter petition for a five-year term, effective July 1, 2025, through June 30, 2030.

Orange Springs is a countywide charter school serving students in grades transitional kindergarten through twelve. The School currently operates one location within the boundaries of the Santa Ana Unified School District.

On January 14, 2026, the School submitted requests for material revisions to:

1. Remove the existing 19 percent cap on enrollment for independent study,
2. Add an additional location within the boundaries of the Santa Ana Unified School District, and
3. Extend the implementation timeline for opening locations:
 - In Anaheim Elementary School District/Anaheim Union High School District to the 2028-29 school year, and
 - In Saddleback Valley Unified School District to the 2029-30 school year.

A duly noticed public hearing to consider the level of support for the proposed material revisions was held on February 2, 2026.

III. LEGAL STANDARD

Material revisions to a charter petition are governed by Education Code section 47607 and must be approved by the chartering authority in accordance with the standards and criteria set forth in Education Code section 47605.

The revised petition must contain reasonably comprehensive descriptions of all elements required under EC § 47605, including any new statutory requirements enacted since the charter was originally approved.

The Board must determine whether the revised petition:

- Presents a sound educational program
- Demonstrates the capacity to successfully implement the proposed changes
- Maintains fiscal solvency and operational viability
- Complies with independent study laws (if applicable)
- Remains consistent with sound educational practice

IV. SUMMARY OF FINDINGS

Orange County Department of Education staff reviewed the revised petition, supporting documentation, enrollment projections, fiscal impact statements, independent study policies, and proposed facility expansion plans.

A. Removal of Independent Study Enrollment Cap

The School proposes removing the existing 19 percent cap on enrollment for independent study students.

Staff review determined:

- The revised petition includes updated descriptions of the independent study program consistent with current statutory requirements.
- Policies addressing certificated employee supervision, work product documentation, synchronous instruction requirements (as applicable), and attendance accounting have been updated.
- Fiscal projections account for potential shifts in ADA associated with increased independent study enrollment.

Staff finds that the School has demonstrated sufficient operational and fiscal capacity to administer independent study programming in compliance with applicable law.

B. Addition of a Santa Ana Unified School District Location

The School proposes adding a second site within the boundaries of Santa Ana Unified School District.

Staff reviewed:

- Enrollment demand projections
- Facility planning assumptions
- Staffing projections
- Fiscal sustainability under multi-site operations

The revised petition reflects operational capacity to expand to an additional location. No material fiscal insolvency concerns were identified.

C. Extension of Implementation Timelines for Additional Districts

The School proposes extending previously approved timelines for opening locations in:

- Anaheim Elementary School District/Anaheim Union High School District to 2028–29
- Saddleback Valley Unified School District to 2029–30

The revised timeline reflects adjusted enrollment growth projections and facility planning considerations. Staff finds the proposed extensions to be reasonable and fiscally prudent, reducing expansion risk exposure.

V. STAFF RECOMMENDATION

Based on review of the revised petition and supporting documentation, staff determined that the Orange Springs Charter School material revision request continues to meet the standards and criteria set forth in Education Code section 47605 and does not present material deficiencies in educational program design, fiscal viability, or operational capacity.

OCDE staff recommend that the Board approve the material revisions to:

- Remove the 19 percent cap on enrollment for independent study
- Add an additional location within the boundaries of Santa Ana Unified School District
- Extend the implementation timelines for opening locations in Anaheim Elementary School District/Anaheim Union High School District to 2028–29 and in Saddleback Valley Unified School District to 2029–30

VI. CONCLUSION

The Orange County Board of Education has the following options:

- **Option One:** Approve the material revisions.
- **Option Two:** Approve the material revisions with conditions. This action would result in approval of the revised charter petition and require the charter school to address concerns raised by the Board by established timelines.
- **Option Three:** Deny the material revisions in accordance with applicable law.

* * *

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

Item: Charter Schools #11

March 4, 2026

Mailed Distributed at meeting

RH

DATE: March 4, 2026
TO: Renee Hendrick, Deputy Superintendent
FROM: Aracely Chastain, Executive Director, Charter Schools Unit
SUBJECT: Public Hearing – Tomorrow’s Leadership Collaborative Renewal Charter Petition and Material Revision.

DESCRIPTION:

On January 5, 2026, Tomorrow’s Leadership Collaborative (TLC) charter school submitted a renewal petition and a material revision requesting the removal of grade levels seven and eight from the school’s charter. The current charter expired on June 30, 2023. Due to extensions codified in law, the term was extended through June 30, 2026.

RECOMMENDATION:

Per California Education Code, the Orange County Board of Education shall hold a public hearing on the provisions of the TLC charter petition and the requested material revision and consider the level of support for the school at the March 4, 2026, board meeting.

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

Item: Charter Schools #12

March 4, 2026

Mailed Distributed at meeting

RH

DATE: March 4, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Hearing – Orange County Workforce Innovation High School Material Revision

DESCRIPTION:

On January 13, 2026, Orange County Workforce Innovation High School submitted a material revision to open an additional facility within the boundaries of Garden Grove Unified School District located at 7075 Newhop Street, Suite 100, Fountain Valley, CA 92708.

RECOMMENDATION:

Pursuant to California Education Code 47605.6, the Orange County Board of Education will hold a public hearing to consider the level of support for the material revision at the March 4, 2026, board meeting.

March 4, 2026

Mailed Distributed at meeting

ex

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 4, 2026
TO: Renee Hendrick, Deputy Superintendent
FROM: Lisa Sparks, Ph.D., Board Member
SUBJECT: Board meeting date change

RECOMMENDATION:

Approve board date change from Wednesday, July 1, 2026 to **Wednesday, July 8, 2026.**

March 4, 2026

Mailed Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 4, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: David Giordano, Associate Superintendent, Administrative Services

SUBJECT: 2025-2026 Second Interim Report

As required by Education Code Section 1240 (l) county offices of education are required to submit to the Superintendent of Public Instruction a First Interim Report and a Second Interim Report. The first report shall cover the financial and budgetary status of the county office of education for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be reviewed by the county board of education and approved by the county superintendent no later than 45 days after the close of the period being reported.

The superintendent shall certify in writing whether or not the county office of education is able to meet its financial obligations for the remainder of the fiscal year and two subsequent years. The certifications shall be classified as positive, qualified, or negative, pursuant to standards prescribed by the Superintendent of Public Instruction.

RECOMMENDATION:

Approve the Second Interim Report that is certified Positive by the County Superintendent of Schools.

DG:sh