

HB

REGULAR MEETING
February 13, 2019
9:00 a.m.
Board Room
200 Kalmus Drive, Costa Mesa, CA

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.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTIONS

(*)AGENDA

Regular Meeting of February 13, 2019 - adoption

(*)MINUTES

Regular Meeting of December 12, 2018 – approval
Regular Meeting of January 16, 2019 - approval

PUBLIC COMMENTS

(30 minutes)

1. Special Presentation - Counselor Recognition – Christine Olmstead, Associate Superintendent, Educational Services Division

Reception

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Orange County Board of Education v. Orange County Superintendent of Schools, Case No. 30-2018-01023385-CU-MC-CJC
Government Code Section 54956.9(a) and (d)(1)

CLOSED SESSION 2

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Anaheim Union High School District and Anaheim Elementary School District v. Orange County Board of Education and Orange County Department of Education, Case No. 30-2016-00891539-CU-PT-CJC
Government Code section 54956.9(a)

CLOSED SESSION 3

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Potential initiation of litigation pursuant to (d) (4) of Government Code Section 54956.9 (1 case) (Williams)

BOARD RECOMMENDATIONS

- (*) 2. Resolution #03-19: Motion for Leave to Intervene (Williams)

CONSENT CALENDAR

- (*) 3. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (*) 4. Accept the 2nd Quarter Report on Williams Uniform Complaints for OCDE Student programs for the period of October 1 to December 31, 2018.
- (*) 5. Adopt board resolution 01-19: National Black History Month. (Williams)
- (*) 6. Adopt Resolution #02-19 to recognize March 2019 as Arts Education Month.
- (*) 7. Approve the Low-Performing Students Block Grant Plan for Alternative, Community and Correctional Education Schools and Services (ACCESS).
- (*) 8. Approve and sign the certificates of merit and accompanying letters for the outgoing district board members.

STAFF RECOMMENDATIONS

- (*) 9. Board action for Sycamore Creek Community Charter School identified in the staff report.
- (*) 10. Board action for ISSAC Charter School identified in the staff report.

CHARTER SCHOOLS

11. Charter Submissions

TIME CERTAIN

12. Expulsion Appeal Hearing (closed session) – Student #02132019001E, Anaheim Union High School District
13. Expulsion Appeal Hearing (closed session) – Student #02132019002E, Huntington Beach Union High School District

INFORMATION ITEMS

BOARD DISCUSSION

-Board Minutes (Williams/ Bedell)

ANNOUNCEMENTS

-Superintendent

-Associate Superintendent

Legislative Updates

-CSBA Update

-CCBE Update

-NSBA Update

-Capitol News Update

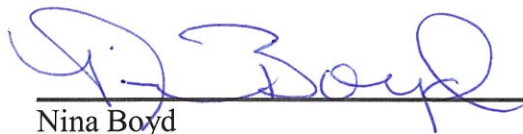
-School Services Update

BOARD MEMBER COMMENTS

EXECUTIVE COMMITTEE REPORT

PUBLIC COMMENTS (15 minutes)

ADJOURNMENT



Nina Boyd

Assistant Secretary, Board of Education

Next Special Board Meeting: Wednesday, March 6, 2019 at 10:00 a.m. The meeting will be in the Board Room at 200 Kalmus Drive, Costa Mesa, CA.

Individuals with disabilities in need of copies of the agenda and/or the agenda packet or in need of auxiliary aides and services may request assistance by contacting Darou Sisavath, Board Clerk at (714) 966.4012.

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



MINUTES
Regular Meeting
December 12, 2018

ORANGE COUNTY BOARD OF EDUCATION
MINUTES

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by Vice President Barke at 10:07 a.m., December 12, 2018 in the Board Room, 200 Kalmus Drive, Costa Mesa, California.

INVOCATION

Lisa Sparks, Ph.D., Board Member

PLEDGE OF ALLEGIANCE

Greg Rolan, Attorney

ROLL CALL

Present:

Lisa Sparks, Ph.D.
Mari Barke
Ken L. Williams, D.O.
Rebecca "Beckie" Gomez
John W. Bedell, Ph.D.

INTRODUCTION

Marsha Gardner, ACCESS Teacher
Marilyn Buchi, Fullerton Joint Union High School Board Member

AGENDA

Motion by Bedell, seconded by Sparks, and carried by a vote of 5-0, to approve the agenda of the December 12, 2018 Board meeting.

MINUTES

Motion by Barke, seconded by Williams, and carried by a vote of 5-0, to approve the minutes of the November 7, 2018 Board meeting with the following amendments:
-revise language at INTRODUCTION to read
"Acknowledgement of Service by Mr. Froehlich and Mrs. Mackey was made by Trustee Bedell."
-revise language on item #15 to reflect the board voted "4-0 (Williams absent)" to deny the appeal

1. Special Presentation – Holiday Musical Presentation
Concert Choir, Fullerton Union High School under the direction of Mr. Scott Hedgecock facilitated by Steve Venz.

Trustee Bedell acknowledged Mr. Hedgecock's achievements over his many years of teaching and his retirement the end of this year.

PUBLIC COMMENTS

- Cyndie Borcoman, General
- Catherine Creely-Hodges, General
- Virginia Carrillo, General
- Dennis Ashendorf, General
- Joyce McNabb, General
- Randy Karstin, General
- Linda Cone, General

Board recesses for closed sessions #1 and #2 from 11:04 a.m. to 12:36 p.m.

CLOSED SESSION 2

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Anaheim Union High School District and Anaheim Elementary School District v. Orange County Board of Education and Orange County Department of Education, Case No. 30-2016-00891539-CU-PT-CJC
Government Code section 54956.9(a)

Board President Williams reported no decision was made in Closed Session #2 and direction was given to counsel.

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Potential Initiation of litigation pursuant to (d) (4) of Government Code Section 54956.9 (One case)

Mr. Brenner reported there were no resolutions made in Closed Session #1.

CONSENT CALENDAR

2. Motion by Bedell, seconded by Sparks, and carried by a vote of 5-0 to approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.

BOARD RECOMMENDATIONS

3. Motion by Barke, seconded by Sparks, and carried by a roll call vote of 3-2 (Sparks, Barke, and Williams voted Yes; Gomez and Bedell voted No) to approve Resolution #22-18: Legal Bills.

CHARTER SCHOOLS

4. Charter School Submissions – Aracely Chastain, Coordinator, Charter Schools Unit facilitated the submissions.
 - Sycamore Creek Community Charter- Amy Green-Bosinoff, President
 - ISSAC Charter- Patricia Gould, Lead Petitioner
5. Unity Middle College High School – Erin Craig, Ph.D. and Roy Kim provided an update to the Board.
6. National University Agreement- Nina provided an update to the Board.

STAFF RECOMMENDATIONS

7. Motion by Barke, seconded by Sparks, and carried by a vote of 5-0, to approve the material revision for College and Career Preparatory Academy to modify current locations and add a new location in Fullerton and approve updates to charter petition to comply with changes in law.
8. Motion by Bedell, seconded by Gomez, and carried by a vote of 5-0, to approve the 2018-19 First Interim Report, which has been certified as positive by the County Superintendent of Schools.

A subcommittee to work with staff on future budget reports was recommended. Trustee Gomez and Trustee Sparks volunteered to serve on the committee.

The board, without opposition, consented to have a legal update on State Education Code 1621 C and lawful board budgetary oversight at the January 16, 2019 board meeting, to be presented by special board counsel, Greg Rolen.

Trustee Bedell departed the meeting at 2:17 p.m.

9. Motion by Williams, seconded by Barke, and carried by a vote of 4-0 (Bedell absent), to confirm existing board dates for 2018-19 and approve new board dates for 2019-20.

It was noted March 13, 2019 conflicts with the Charter Association state conference. The Board will be polled for a new March date.

Trustee Gomez departed the meeting at 2:31 p.m.

INFORMATION ITEMS

BOARD DISCUSSION

- Oversight and Compliance for Charter Schools- Discussed
- MTSS Initiative Update- Superintendent Mijares provided information to the Board.

ANNOUNCEMENTS

Superintendent

- MTSS
- Sunburst Youth Academy Graduation- Trustee Gomez and Trustee Barke attended.
- OC Pathways Showcase- Dr. Hittenberger
- OC Pathways received an award at the OCBC Turning Red Tape into Red Carpet event

Associate Superintendent

- Next board meeting- January 16, 2019 at 10:00 a.m.; submission deadline is January 2nd
- Charter School Conference March 11th through March 14th
- NSBA Annual Conference in Philadelphia March 31st through April 1st
- Office Holiday hours- 8am to 4pm, closed on 12/24, 12/25, 12/31, and 1/1/19

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of December 12, 2018, adjourned at 2:54 p.m.



Nina Boyd
Assistant Secretary, Board of Education

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

Next Special Board Meeting, Wednesday, January 16, 2019, 10:00 a.m. - The meeting will be held in the Board Room at 200 Kalmus Drive, Costa Mesa, CA.

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MINUTES
Regular Meeting
January 16, 2019

ORANGE COUNTY BOARD OF EDUCATION
MINUTES

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by Board President Williams at 10:08 a.m., January 16, 2019 in the Board Room, 200 Kalmus Drive, Costa Mesa, California.

INVOCATION

Dr. Al Mijares, Orange County Superintendent of Schools

PLEDGE OF ALLEGIANCE

Dr. Fred Navarro, Superintendent, Newport-Mesa USD

ROLL CALL

Present:

Mari Barke
Ken L. Williams, D.O.
Rebecca "Beckie" Gomez
John W. Bedell, Ph.D.

Absent:

Lisa Sparks, Ph.D.

INTRODUCTION

Board President acknowledged district board members and superintendents in the audience:

Dr. Fred Navarro, Superintendent, Newport-Mesa USD
Karen Yelsy, Board Member, Newport-Mesa USD
Martha Fluor, Board Member, Newport-Mesa USD
Char Metoyer, Board Member, Newport-Mesa USD
Dr. Carol Hansen, Superintendent, Ocean View SD
John Briscoe, Board President, Ocean View SD

AGENDA

Motion by Bedell, seconded by Barke, and carried by a vote of 4-0 (Sparks absent), to approve the agenda of the January 16, 2019 Board meeting.

MINUTES

Motion by Barke, seconded by Bedell, to approve the minutes of the December 12, 2018 Board meeting with the following amendments:

- add language to express the board's concerns regarding item #5, the Unity Middle College update
- revise language under item #8 to clearly reflect discussions

The Minutes for December 12, 2018 was tabled to be discussed at the February 13th board meeting. Board President Williams and Trustee Bedell will work on language for items #5 and #8.

PUBLIC COMMENTS

- Joyce McNabb, General
- Linda Cone, General
- John Briscoe, General
- Michelle Anderson, General
- Cyndie Borcoman, General
- Christine Silverstre, General
- Ligia Hallstrom, General
- Victor Valladares, General
- Bertha Valdez, General
- Emily Anderson, General

1. State Education Code 1621 C and Lawful Board Budgetary Oversight presented by Greg Rolen.
 - The Board discussed the presentation. It was determined that Dr. Bedell and Dr. Williams would dialogue about future options available to the board and the previous legal opinions.

The Board President announced that the Board will not go into session for Closed Session #2 and Closed Session #1 will be moved to after item #6.

CONSENT CALENDAR

2. Motion by Bedell, seconded by Gomez, and carried by a vote of 4-0 (Sparks absent) to approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.

The Board took a recess from 11:39 a.m. to 11:55 a.m.

CHARTER SCHOOLS

3. Charter School Submissions – Kelly Gaughran, Director, Charter Schools Unit facilitated the submission.
 - Animo/ Green Dot Public Schools, CA presented by Dr. Christina de Jesus, CEO & President
4. Public Hearing – ISSAC Charter School Appeal Submission – Teresa Johnson, Coordinator, Charter Schools, facilitated the public hearing.
 - ISSAC Charter School - Patricia Gould, Lead Petitioner
 - Newport-Mesa USD - Russell Lee-Sung, Deputy Superintendent, Vanessa Galey, and Jeff Trader

PUBLIC COMMENTS

- Laurie Smith, Newport-Mesa USD
- Carol Ruth Silver, ISSAC
- Ruth Kobayashi, Newport-Mesa USD
- Vanessa Besack, ISSAC
- Britt Dowdy, Newport-Mesa USD
- Steven Springthorpe, ISSAC
- Tim McFadden, Newport-Mesa USD
- Tho Tran, ISSAC
- Nathan Horton, Newport-Mesa USD
- Carmen Basu read by Jasmine Elder, ISSAC
- Bob Kelly, Newport-Mesa USD
- Juan Garcilazo read by Mariana Alvarez, ISSAC
- Sally Chou read by Xing Lee, Newport-Mesa USD

The Board took a recess for a closed session from 1:33 p.m. to 2:08 p.m.

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Potential Initiation of litigation pursuant to (d) (4) of Government Code Section 54956.9 (One case)

Mr. Brenner reported there were no resolutions considered in Closed Session #1.

CHARTER SCHOOLS (continue)

5. Charter School Public Hearing Appeal Submission – Sycamore Creek Community Charter School – Aracely Chastain, Coordinator, Charter Schools, facilitated the public hearing.
 - Sycamore Creek Community Charter School- Juliette Santa Cruz, Officer and Founding parent and Amy Green-Bosinoff, President
 - Ocean View School District – Carol Hansen, Superintendent; John Briscoe, Board President; Patricia Singer, Board Member; and Gina Clayton-Tarvin, Board Vice President

PUBLIC COMMENTS

- Leslie Sheridan, OVSD
- Kimberly Telfer-Radzat, Sycamore Creek
- Jason Bozarth, OVSD
- Jason Miller, Sycamore Creek
- Julianne Hoefer, OVSD
- Amita Parikh, Sycamore Creek
- Marlena Chiarella, OVSD
- Sarah Bach, Sycamore Creek

- Sherri Medrano, OVSD
- Crystal Hickerson, Sycamore Creek
- Natalie Moser, OVSD
- Alisha Walker, Sycamore Creek
- Barb Davis, OVSD
- Gennica Santa Cruz, Sycamore Creek
- Cindy Pedroso, OVSD
- Lisa Thompson, Sycamore Creek

The Board took a recess from 3:48 p.m. to 3:57 p.m.

6. Charter School Public Hearing Material Revision – Scholarship Prep Charter School – Aracely Chastain, Coordinator Charter Schools, facilitated the public hearing.
 - Scholarship Prep- Jason Watts, Chief Operating Officer
 - Santa Ana USD- Marjorie Cochran

STAFF RECOMMENDATIONS

7. Motion by Barke, seconded by Williams, and carried by a vote of 3-1 (Gomez voted No, Sparks absent), to approve the material revision request submitted by Scholarship Prep Charter School.
8. Motion by Barke, seconded by Williams, and carried by a vote of 4-0 (Sparks absent), to approve change of the March 2019 board date from March 13, 2019 to March 6, 2019.
9. The Board received the Vavrinek, Trine, Day & Co., LLP, audit report for the Orange County Department of Education for fiscal year ending June 30, 2018.

INFORMATION ITEMS

ANNOUNCEMENTS

Superintendent

- December 19th Oxford Prep event – PUNY Program, Kobe Bryant and Andrew Ntzouras, teacher
- Mendez Historic Freedom Trail and Monument Learning Center in support of Sylvia Mendez
- Christopher Downing, Anaheim Elementary School District - Orange County's first Korean language immersion program
- 100 Most Influential People - Joanne Culverhouse, Superintendent of La Habra City School District

Associate Superintendent

- Renee Hendrick, Associate Superintendent of Administrative Services reported on Declining Enrollment.
- Negotiations


- Next board meeting- February 13, 2019, possible early start time at 9:00 a.m. (will poll board); submission deadline is January 30th
- OCSBA on January 23rd at 4:00 p.m.
- CCBE on March 8-9, 2019
- Office Closures: Jan. 21, Feb. 11, Feb. 18

BOARD MEMBER COMMENTS

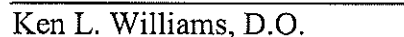
- Charter School Oversight

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of January 16, 2019, adjourned at 4:40 p.m.



Nina Boyd
Assistant Secretary, Board of Education



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

Next Special Board Meeting, Wednesday, February 13, 2019 - The meeting will be held in the Board Room at 200 Kalmus Drive, Costa Mesa, CA.

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DB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 13, 2019
TO: Nina Boyd, Associate Superintendent
FROM: Ken L. Williams, D.O., Board President
SUBJECT: Resolution #03-19: Motion for Leave to Intervene

RECOMMENDATION:

Adopt resolution #03-19: Motion for Leave to Intervene.

Resolution

Motion for Leave to Intervene- 9th Circuit Court

Whereas, state Education Codes 1042(d) allows county boards of education to *contract with and employ any persons for the furnishing to the county board of education of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if these persons are specially trained and experienced and competent to perform the special services required*; and

Whereas, on August 15, 2016 via email and U.S. Mail, the Orange County Board of Education (OCBE) received a letter from the Freedom from Religion Foundation (FFRF) regarding alleged “unconstitutional prayer and religious promotions by the OCBE; and to “immediately refrain” from invocations and other alleged religious practices; and

Whereas, this letter argued that OCBE’s policy and practice of permitting invocations is unconstitutional, and such letter specifically cited to the Federal District Court ruling in *Freedom From Religion Foundation, Inc. v. Chino Valley Unified School District Board of Education* ((no EDCV 14-2336-JGB(DTBx) at 21 (C.D. Cal Feb.18, 2016) to support its arguments. It was also argued that certain resolutions and the motto “In God We Trust,” which is affixed to the board room, are unconstitutional; and

Whereas, a previous legal memo from board’s General Counsel (Ron Wenkert) reviewed the boards policy and specified the board’s invocation policy was consistent with law and legal precedence; and

Whereas, since receiving the August 15, 2016, letter from Freedom From Religion Foundation, the OCBE has considered the progress of Chino Valley Unified School District’s defense in federal court of its invocation policy and practice; and

Whereas, on January 17, 2019, after the November 2018 elections, the new Chino Valley Unified School District board member majority voted not to seek review of the negative ruling from the U.S. Ninth Circuit that held the policy and practice of allowing invocations before school board meetings was unconstitutional; and

Whereas, this recent ruling and decision by the Chino Valley Unified School District board members directly impacts the OCBE’s policies and practice. OCBE has a significantly protectable interest in the outcome of *Freedom From Religion Foundation, Inc. v. Chino Valley Unified School District Board of Education*; and

Whereas, in order to appeal to the U.S. Supreme Court, the OCBE needs to file a writ of certiorari within 90 days from December 26, 2018; and

Therefore, the OCBE declares to enjoin itself and desires to intervene in the litigation in order to seek review at the United States Supreme Court of the Ninth Circuit ruling since the Chino Valley Unified School District board members voted not to seek review; and

Furthermore, the OCBE calls upon the Executive Committee to establish formal relationships with the Law Firm of Tyler& Bursch, LLP, to represent the board's interest in this case.

AYES:

NOES:

ABSENT:

**STATE OF CALIFORNIA
COUNTY OF ORANGE**

I, Ken L. Williams, D.O., President of the Board of Education in Orange County, California, hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a Special Meeting thereof held on the 13th day of February 2019.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 13th day of February 2019.

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



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: January 23, 2019

TO: Nina Boyd, Associate Superintendent

FROM: Laura Strachan, Assistant Superintendent Alternative Education
Byron Fairchild, Director Alternative Education

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 of the Orange County Department of Education. These students have met the standards of proficiency in basic skills prescribed by the governing board in accordance with Education Code 51412. It is requested that the Board approve the granting of a diploma to these students.

RECOMMENDATION:

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

LS:sl

Pages 18-19 removed (CONFIDENTIAL STUDENT INFORMATION)



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 13, 2019
TO: Nina Boyd, Associate Superintendent
FROM: Stacy Deeble-Reynolds, Director
Student Achievement and Wellness
SUBJECT: Acceptance of 2nd Quarter Report on Williams Uniform Complaints
for the Period of October 1 to December 31, 2019 for OCDE Student Programs

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

The enclosed report indicates no complaints were filed for the Orange County Department of Education student programs in the Divisions of Alternative Education and Special Education Services for the period of October 1 to December 31, 2019.

RECOMMENDATION:

Accept the 2nd Quarter Report on Williams Uniform Complaints for OCDE student programs for the period of October 1 to December 31, 2018.

SDR:ag



ORANGE COUNTY DEPARTMENT OF EDUCATION
Second Quarter Report on Williams Uniform Complaints
October 1 – December 31, 2018

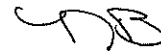
Education Code section 35186(d) requires that school districts and county operated programs report summarized data on the nature and resolution of all Williams Uniform complaints on a quarterly basis to the County Superintendent of Schools and their governing board. This report includes the number of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

Division of Alternative Education

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

Division of Special Education Services

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



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 13, 2019
TO: Nina Boyd, Associate Superintendent
FROM: Ken Williams, D.O., Board President
SUBJECT: Resolution #01-19
National Black History Month

RECOMMENDATION:

Adopt Resolution #01-19 to recognize February 2019 as National Black History Month.

RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA
National Black History Month

Whereas in 1776, the American Founding Fathers and people envisioned a new nation dedicated to the proposition stated in the Declaration of Independence that *“all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness . . .”*;

Whereas Africans were first brought involuntarily to the shores of America as early as the 17th century;

Whereas African Americans suffered enslavement and subsequently faced the injustices of racism, and denial of the basic and fundamental rights of citizenship;

Whereas, only since the landmark Supreme Court case of Brown v. Board of Education in 1954 have African Americans been given the constitutional right to a free public education in integrated schools;

Whereas, the birthdays of Abraham Lincoln and Frederick Douglass inspired the creation of Negro History Week, the precursor to Black History Month;

Whereas, since 1926, and the creation of Negro History Week by Dr. Carter G. Woodson, the accomplishments of persons of African descent have been recognized each February; and

Whereas the contributions of African Americans from all walks of life throughout the history of the United States reflect the greatness of the United States;

Whereas, the month of February is observed nationally as Black History Month to share the accomplishments black Americans have made and continue to offer to this nation; and

Whereas, Black History Month acknowledges and honors numerous past and present educators, scientists, activists, pioneers, leaders, artists, inventors, entrepreneurs, and elders with special ceremonies and activities; and

Now, Therefore, BE IT RESOLVED by the Orange County Board of Education, that we commemorate and honor the achievements of black Americans and their role in the development and history of our great nation, and we join in recognizing the annual celebration of Black History Month.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, Ken L. Williams, D.O., President to 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 13th day of February 2019.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 13th day of February 2019.

Ken L. Williams., President
Orange County Board of Education



ORANGE COUNTY BOARD OF EDUCATION
BOARD AGENDA ITEM

DATE: February 13, 2019
TO: Nina Boyd, Associate Superintendent
FROM: Darou Sisavath, Recording Clerk
SUBJECT: Resolution #02-19
Arts Education Month

RECOMMENDATION:

Adopt Resolution #02-19 to recognize March 2019 as Arts Education Month.

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

**MARCH 2019
ARTS EDUCATION MONTH**

WHEREAS, Arts Education, which includes dance, music, theatre, and the visual arts, is an essential part of basic education for all students, kindergarten through grade twelve, to provide for balanced learning and to develop the full potential of their minds; and

WHEREAS, through well-planned instruction and activities in the arts, children develop initiative, creative ability, self-expression, self-reflection, thinking skills, discipline, a heightened appreciation of beauty and cross-cultural understanding; and

WHEREAS, experience in the arts develops insights and abilities central to the experience of life, and are collectively one of the most important repositories of culture; and

WHEREAS, many national and state professional educational associates hold celebrations in March focused on students' participation in the arts; and

WHEREAS, these celebrations give California schools a unique opportunity to focus on the value of the arts for all students, to foster cross-cultural understanding, to give recognition to the state's outstanding young artists, to focus on careers in the arts available to California students, and to enhance public support for this important part of our curriculum; and

WHEREAS, the California State Board of Education states in its Arts Education Policy adopted in July 1989 that each student should receive a high quality, comprehensive arts education program based on the adopted visual and performing arts curriculum documents.

NOW, THEREFORE, BE IT RESOLVED, on the 13th day of February, 2019 that the Orange County Board of Education proclaims the month of March 2019 as the Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts; and

BE IT FURTHER RESOLVED, that educational communities involve parents and community representatives in these activities and programs that demonstrate learning and understanding in the visual and performing arts and the Orange County Board of Education will distribute suitably prepared copies of this resolution to all school districts in the County of Orange.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, Ken L. Williams, D.O., President to 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 13th day of February 2019.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 13th day of February 2019.

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

February 13, 2019

[X] Mailed [] Distributed at meeting

923

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 13, 2019
TO: Nina Boyd, Associate Superintendent
FROM: Laura Strachan, Assistant Superintendent
SUBJECT: Low-Performing Students Block Grant

The Low-Performing Students Block Grant (LPSBG) is a state education funding initiative providing grant funds to local educational agencies (LEAs) serving pupils identified as low-performing on state English/language arts or mathematics assessments. These pupils are not otherwise identified for supplemental grant funding under the local control funding formula or eligible for special education services, as specified in Education Code (EC) Section 41570(d).

As a condition for receiving funds under this article, a school district, county office of education or charter school is required to develop a plan describing how the funds will increase or improve evidence-based services for the pupils identified to accelerate increases in academic achievement, and how the effectiveness of services will be measured.

The ACCESS plan identifies the hiring of additional staff to provide targeted support for the identified students through individual and group. The hiring of staff as identified in the LPSBG plan aligns with the Board approved Local Control Accountability Plan June 20, 2018.

RECOMMENDATION:

Approve the Low-Performing Students Block Grant Plan for Alternative, Community and Correctional Education Schools and Services (ACCESS)

Low Performing Students Block Grant Plan

Plan for funds:

Hire two academic support assistants to provide individual and small group tutoring, one each in the area of mathematics and English/ language arts. This population of students is a small percentage of ACCESS students enrolled in different ACCESS sites throughout Orange County. These academic support assistants will work with the teachers on Special Assignment (TOSA) in math and English/ language arts to provide specialized support for identified students. Students will be regularly assessed for progress and to provide targeted instruction. The current targeted population eligible for services is 91 students in ACCESS.

Assessment:

Student growth in the areas of math and English/ language arts will be the focus of the academic support assistants. Identified students will be assessed upon entrance into ACCESS, and every six weeks there-after, utilizing iReady. The areas of mathematics and English/ language arts will be measured and recorded for progress. Tutoring and curriculum will be based on assessment results to provide targeted support for each student.

LCAP Alignment:

The addition of academic support assistants to increase services for the students identified in LPSBG plan as described above aligns with OCDE's Local Control and Accountability Plan, Goal C: Students will increase competencies that prepare them for success in college, career, and life. Specifically, this support is clearly aligned with: C.2, "Retain highly qualified staff in the following classifications: certificated staff, certificated support staff, and classroom and individual support staff to provide effective and targeted instruction, provide student support services within Special Schools and alternative settings, as well as assist students with academic achievement"; and C.3, "Expand instructional and behavioral interventions and support services to address behavioral and instructional needs."

Budgeted cost for positions through June 30, 2021: \$179,818.

February 13, 2019

ORANGE COUNTY DEPARTMENT

[X] Mailed [] Distributed at meeting

BOARD AGENDA ITEM

DATE: February 13, 2019

TO: Nina Boyd, Associate Superintendent

FROM: Dean West, CPA, Associate Superintendent, Business Services
Laurie Weiss, Manager, Business Services

SUBJECT: Certificates of Merit

Attached are letters and certificates of merit prepared for outgoing school district and community college district board members. The board members are:

<u>DISTRICT</u>	<u>NAME</u>	<u>YEARS</u>	<u>TERM</u>
Anaheim Elementary	Jeff Cole	8 years	2010 - 2018
Anaheim Elementary	David Robert "D.R." Heywood	4 years	2014 - 2018
Buena Park	Tharwa Ahmad	1 year 3 months	2017 - 2018
			2002 - 2010,
Buena Park	Samuel Van Hamblen	15 years 3 months	2012 - 2018
Buena Park	Rochelle Smith	4 years	2014 - 2018
Centralia	Connor Traut	4 years	2014 - 2018
Cypress	Donna McDougall	2 years	2016 - 2018
Fullerton	Chris Thompson	8 years	2010 - 2018
Huntington Beach City	Rosemary Saylor	12 years	2006 - 2018
La Habra City	Ofelia Hanson	4 years	2014 - 2018
Westminster	Penny Loomer	4 years 10 months	2014 - 2018
Westminster	Mary Mangold	12 years	2006 - 2018
Fullerton Joint Union High	Robert Hathaway	32 years	1985 - 2018
Fullerton Joint Union High	Robert A. Singer, Ph.D.	37 years	1980 - 2018
Huntington Beach Union High	Kathleen Iverson	8 years	2010 - 2018
Brea-Olinda Unified	Bill Hall	12 years	2006 - 2018
Brea-Olinda Unified	Steve Sewell	1 year 3 months	2017 - 2018
			2004 - 2016,
Brea-Olinda Unified	Rodney Todd	14 years	2016 - 2018
Laguna Beach Unified	Ketta Brown	12 years	2006 - 2018
Los Alamitos Unified	Jeffrey Barke	12 years	2006 - 2018
Newport-Mesa Unified	Judith A. Franco	37 years 2 months	1980 - 2018
Newport-Mesa Unified	Walt Davenport	12 years	2006 - 2018
Orange Unified	Timothy Surridge	8 years	2010 - 2018
Saddleback Valley Unified	Dennis Walsh	8 years	2010 - 2018
Saddleback Valley Unified	Dolores Winchell	8 years	2010 - 2018
*Buena Park	Barbara Michel	18 years 1 month	2000 - 2018
*Centralia	Steve Harris	6 years 1 month	2012 - 2018
**Santa Ana Unified	Cecilia Iglesias	6 years	2012 - 2018

*Retired

**Resigned

RECOMMENDATION:

Approve and sign the certificates of merit and accompanying letters for the outgoing board members.



ORANGE COUNTY BOARD OF EDUCATION

REBECCA "BECKIE" GOMEZ, DISTRICT 1
MARI BARKE, DISTRICT 2
KEN L. WILLIAMS, D.O., DISTRICT 3

JOHN "JACK" BEDELL, PH.D., DISTRICT 4
LISA SPARKS, PH.D., DISTRICT 5
AL MIJARES, PH.D., SECRETARY

February 13, 2019

Sample

Jeff Cole
1235 N. Citron Lane
Anaheim, CA 92804

Dear Jeff,

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

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

Sincerely,

Ken L. Williams, D.O.
Board President

Enclosure
KW:lw



Certificate of Merit

awarded to

Jeff Cole

who served as a trustee for the

Anaheim Elementary School District

for the years

2010-2018

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

President, Orange County Board of Education

County Superintendent of Schools

Sample

**ORANGE COUNTY BOARD OF
BOARD AGENDA ITEM**

Item: Staff Recommendations #9
February 13, 2019
[X] Mailed [] Distributed at meeting

YB

DATE: January 31, 2019

TO: Nina Boyd, Associate Superintendent

FROM: Kelly Gaughran, Director, Charter Schools Unit
Aracely Chastain, Coordinator, Charter Schools Unit

SUBJECT: Sycamore Creek Community Charter School Appeal – Board Vote

DESCRIPTION:

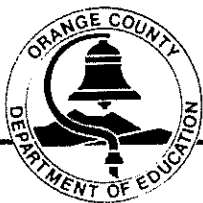
On December 12, 2018, Orange County Board of Education (OCBE) accepted a submission for an appeal of the Sycamore Creek Community Charter School petition that was denied by the Ocean View School District on November 27, 2018.

The Orange County Board of Education has three options for action regarding the Sycamore Creek Community Charter School petition:

1. **OPTION ONE:** Grant the appeal and approve the charter petition inclusive of the standard Agreement.
2. **OPTION TWO:** Adopt the Staff Report and Findings of Fact dated January 31, 2019 and extend the timeline to either grant or deny the charter petition until the next regularly scheduled board meeting. This extension will allow Petitioners and Orange County Department of Education (OCDE) staff time to negotiate a mutually acceptable amended Agreement that addresses the issues and deficits outlined in the Staff Report and Findings of Fact and may be adopted by the Board as a condition of approving the charter petition.
3. **OPTION THREE:** Deny the appeal and the charter petition to establish a charter school.

RECOMMENDATION:

OCDE Charter Schools Unit staff recommends that OCBE adopt the Staff Report and Findings of Fact dated January 31, 2019 and extend the timeline to either grant or deny the charter petition until the next regularly scheduled board meeting. This extension will allow Petitioners and OCDE staff time to negotiate a mutually acceptable amended Agreement that addresses the issues and deficits outlined in the Staff Report and Findings of Fact and may be adopted by OCBE as a condition of approving the charter petition.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

January 31, 2019

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Report and Findings of Fact - Sycamore Creek Community Charter School

The following is a summary of the review conducted by Orange County Department of Education (OCDE) staff of the Sycamore Creek Community Charter School (SCCCS) petition presented on appeal following action by the governing board of the Ocean View School District, and constitute the findings of fact required by the Charter Schools Act.

The information in this report has been condensed to the most relevant areas and does not include items deemed less significant. In addition, commendations or suggestions for improvement are not included as the review process is intended to highlight deficits.

Based on information gathered throughout the entire review process, which included a clarification meeting held with petitioners on January 17, 2019, OCDE Charter Schools Unit staff recommends that Orange County Board of Education (OCBE) adopt this Staff Report and Findings of Fact and grant an extension not to exceed 30 days for final approval or denial until the next regularly scheduled board meeting. This will allow Petitioners and OCDE staff time to negotiate a mutually acceptable amended Agreement that addresses the issues and deficits outlined in this Staff Report and Findings of Fact and may be adopted by OCBE as a condition of approving the charter petition.

Synopsis of Review¹

- I. Educational Program
- II. Special Education
- III. English Language Development
- IV. Employee Qualifications
- V. Measureable Pupil Outcomes
- VI. Suspension and Expulsion
- VII. Admission Requirements
- VIII. Missing Requirements

¹ The legal basis for the reviewed items include the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 *et seq.*; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; California Education Code § 47605, 47607, 52052, 49010 *et seq.*; Title V, California Code of Regulations § 11967.5.1.

I. Educational Program

- A. The concept of “looping,” a core element of the Waldorf model, calls for a single teacher to teach the same cohort of students from grades one through eight. Research supports looping for a maximum of two to three years, not 8 years. In addition, this model is heavily dependent on the skill of the teacher and adds a level of complexity not typically expected of California credentialed teachers and may result in teachers who are inadequately prepared to either teach all grade levels or possess sufficient content area expertise in all subjects. In addition, teachers less skilled in designing a strong curriculum across grades and subjects could negatively affect one cohort of students long-term. The charter does not address how petitioners will account for teacher attrition, personality conflicts between child and teacher that may affect student learning, classroom imbalance or segregated classes (for example due to special needs, student achievement, or linguistic ability), adequate teacher skills in core subjects such as mathematics particularly in the middle school years, or how students entering the school at different grades will integrate into already established cohorts.
- B. The charter states that students will begin use of technology as a learning tool during the middle school years, however beginning in third grade students are required to participate in computer-based standardized academic testing. During the clarification meeting, school representatives stated that students will be taught how to take digital standardized tests for grades four through eight and grade three would utilize a paper test. The California Department of Education confirmed (01/18/19) that there is no paper test for third grade and that the “print-on-demand” accommodation, or any other special versions of the SBAC tests, are used only as required via a student’s Individualized Education Plan (IEP). The charter petition lacks a clear plan as to how students in grades three through eight would be provided with focused, direct instruction in the use of technology to take standardized tests.
- C. The charter school’s Waldorf educational model results in the introduction of concepts or subjects at different grade levels than current California academic standards. For example, in grade 3, 48% of the English Language Arts standards and 43% of mathematics standards taught are from grades K-2. In grade six, 42% of English Language Arts standards and 50% of mathematics standards taught are below grade level. While the petition states that students will “demonstrate competency in state grade-level content and performance standards, progress on state testing program...by the completion of eighth grade,” public schools are required to show grade level competency throughout the entire elementary and middle school years.²

II. Special Education

There is significant concern that school leadership lacks a comprehensive understanding of special education, IDEA, Section 504 and ADA requirements. It is unclear how special education services will be monitored and delivered or who on staff will have understanding of the school’s responsibilities under the law for special education students. During the clarification meeting, petitioners confirmed that the principal would oversee the special education program, however a principal will not be hired until year three and a special education teacher will not be hired until year two. During the first two years, the Executive Director will take on the duties of Principal. However,

² The Charter Schools Act, Education Code section 47607(b), requires charter schools to demonstrate pupil achievement and growth in order for charter renewal.

the job qualifications for the principal and executive director do not include familiarity with special education, IDEA, Section 504 and ADA requirements. The Principal is not required to have a California teaching or administrative credential. This lack of capacity in a crucial area of public education is insufficient to provide day-to day support to teachers and students (for example to lead IEP meetings, contract and monitor with outside vendors and evaluate the special education teacher), may result in an unrealistic over-reliance on the SELPA to provide support, and could cause the school to unintentionally violate student rights resulting in costly litigation.

III. English Language Development

The petition does not include reference to current ELD standards or the ELA/ELD framework and does not clearly articulate how English Learners (ELs) will learn English in general, typically in separate, designated English Language Development (ELD) classes, or how ELs will learn the discipline-specific language needed to fully participate in core content classes (integrated ELD). There remains concern that school leadership lacks a comprehensive understanding of the services required by law for English learners in public schools, how to provide designated time for English learners, and how to ensure students are exposed to academic language in the school setting.

IV. Employee qualifications

- A. The charter states that teachers will be allowed to attain Crosscultural, Language and Academic Development (CLAD) or Bilingual Crosscultural Language and Academic Development (BCLAD) certification within three years of employment. This statement contradicts other areas of the charter and does not comply with California Education Code, which requires individuals to hold the appropriate legal authorization prior to providing instructional services for English Learner students.
- B. The petition states that many of the educational components that are core to a Waldorf program, such as Woodwork , Eurhythmy and Movement, will be offered “if budget allows” “as the budget allows” or “if budget permits” and petitioners noted in response to the district that these methods are “specific to Waldorf teacher training.” However, the teacher requirements in the charter do not indicate that teachers be Waldorf certified. The budget for professional development at \$1,200 per teacher per year does not appear to be sufficient for all of the professional development needs identified in the petition, such as Multi-Tiered System of Support (MTSS), Sheltered Instruction Observation Protocol (SIOP), Common Core State Standards, Special Education, English language learner instruction, and Waldorf teaching methods. Although petitioners identified some free or low-cost sources for some of the professional development, the budget does not support the ongoing professional development needed to implement the proposed program.

V. Measurable Pupil Outcomes

- A. The Charter Schools Act, Education Code section 47607(b), requires charter schools to demonstrate increases in pupil academic achievement for all groups of pupils served by the charter school. Petitioners were unable to articulate the instructional strategies to be utilized to ensure all students meet proficiency standards throughout all of the grades, not just by the end of eighth grade. It remains unclear how instruction in discrete subject matters would be differentiated for students performing at low or high levels, or how intervention programs stated in the charter would be provided and implemented, particularly for English learners.

- B. The charter petition states, “There will be a 20% increase from the baseline in the percentage of students at every applicable grade level, including all subgroups scoring proficient or higher on the CAASPP statewide assessment.” However, petitioners acknowledged that historically standardized test scores at public Waldorf schools are low for students in the elementary grades due to the variance of placement of the California academic standards. The Charter Schools Act, Education Code section 47607(b), requires charter schools to demonstrate increases in pupil academic achievement for all groups of pupils served by the charter school. Verbal statements from the petitioners contradicting what is in the petition are particularly problematic and petitioners appear unaware that they will be held accountable to the measurable goals identified in the charter.
- C. The charter is missing information or lacks sufficient detail in the following areas under Measureable Student Outcomes:
 - 1. Basic Services section lacks information on how the school will ensure that all students are provided standards-aligned instructional materials.
 - 2. Parent Involvement section does not provide specific actions/goals related to efforts to promote parent participation for unduplicated pupils and those with exceptional needs.
 - 3. Pupil Engagement section is missing chronic absenteeism rate and middle school dropout rates.
 - 4. Course Access section does not specify how services will be tailored for unduplicated pupils and those with exceptional needs.

VI. Suspension and Expulsion

Notice to the school district of residence is not included and does not comply with Education Code section 47605(d)(3), which requires the charter school to notify the superintendent of the school district of the pupil’s last known address within 30 days if a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason.

VII. Admission Requirements

As written, it is unclear if the hierarchy of enrollment preferences apply to students residing within the boundaries of Ocean View School District before all other groups and that pupils currently attending the charter school are exempt from the lottery per Education Code section 47605(d) and any other applicable provision of law.³

³ Education Code § 47605 (d)(2)(B) clarifies admissions in the case of a lottery, noting that “If the number of pupils who wish to attend the charter school exceeds the charter school’s capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the district except as provided for in Section 47614.5. Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school’s teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis.”

VIII. Missing Requirements

The charter is missing comprehensive descriptions of the following requirements:

1. AB 1871 adds Ed Code 47613.5 and requires charter schools to either provide breakfast or lunch for each needy pupil.
2. AB 2022 requires mental health services notification.
3. AB 2291 requires procedures for preventing bullying.
4. AB 2601 requires sexual health education for students in grades 7-12.
5. AB 2639 requires a school's suicide prevention policy be review every five years.
6. SB 1104 requires schools to provide information on human trafficking prevention to parents and guardians of pupils in grades 6-12.B 2291, AB 2601, AB 2639 and SB 1104.

Recommendation

OCDE Charter Schools Unit staff recommends that OCBE adopt this Staff Report and Findings of Fact and grant an extension not to exceed 30 days for final approval or denial until the next regularly scheduled board meeting. This will allow Petitioners and OCDE staff time to negotiate a mutually acceptable amended Agreement that addresses the issues and deficits outlined in this Staff Report and Findings of Fact and may be adopted by OCBE as a condition of approving the charter petition.⁴

* * *

⁴ Final board decision shall occur no later than 90 days after receiving the charter petition pursuant to Education Code § 47605(b).

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE PETITION FOR A CHARTER SCHOOL
FOR SYCAMORE CREEK COMMUNITY CHARTER SCHOOL**

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

WHEREAS, Education Code § 47605(j)(1) states that if the governing board of a school district denies a petition for charter school, a petitioner may elect to submit the petition to the county board of education;

WHEREAS, the county board of education is required to review the petition on appeal pursuant to Education Code § 47605(b);

WHEREAS, Education Code § 47605(b) states that the county board is required to grant the charter if it is satisfied that granting the charter is consistent with sound educational practice;

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

WHEREAS, on December 12, 2018, the Orange County Board of Education (“Board”) received a petition from Sycamore Creek Community Charter School, a nonprofit public benefit corporation, for the operation of Sycamore Creek Community Charter School (“Petition”) appealing the action on its Petition by the governing Board of the Ocean View School District (“District”) on November 27, 2018;

WHEREAS, charter schools, as part of the California public school system and subject to the laws governing public agencies generally, are subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.), the requirements of conflict of interest laws, including, but not limited to, Government Code § 1090 et seq., 1126, and 87100 et seq., and the California Public Records Act (Government Code § 6250 et seq.);

WHEREAS, charter schools are subject to the requirements of federal law, including, but not limited to, the Every Student Succeeds Act, 20 U.S.C. § 6301 et seq., the

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.;

WHEREAS, the law requires that the county board obtain information regarding the operation and potential impacts of the proposed charter school;

WHEREAS, the Board has obtained, reviewed and analyzed all information received with respect to the petition, including information related to the operation and potential impacts of the proposed charter school;

WHEREAS, the Board held a public hearing on the Petition on January 16, 2019, and received public comment thereon;

WHEREAS, in reviewing charter school petitions the Board is guided by the intent of the 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; and

WHEREAS, the Board, at its regular meeting of February 13, 2019, reviewed and considered the Petition and all appropriate information received with respect to the Petition, including the petition submitted to the District, the written findings of the Governing Board of the District, a rebuttal to the District's written findings submitted by the lead petitioner, and a Staff Report prepared by members of Orange County Department of Education ("OCDE") staff.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the Petition for a charter school by Sycamore Creek Community Charter School.

BE IT FURTHER RESOLVED that the Board approves the standard Agreement with the understanding that Sycamore Creek Community Charter School will enter into said Agreement that addresses the operational relationship between the School, the Board and OCDE no later than the Board's regularly scheduled meeting in April 2019. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in April 2019, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 13th day of February, 2019, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO ADOPT FACTUAL FINDINGS AND
TO EXTEND TIMELINE TO EITHER GRANT OR DENY
THE PETITION TO ESTABLISH
SYCAMORE CREEK COMMUNITY CHARTER SCHOOL**

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

WHEREAS, Education Code § 47605(j)(1) states that if the governing board of a school district denies a petition for charter school, a petitioner may elect to submit the petition to the county board of education;

WHEREAS, the county board of education is required to review the petition on appeal pursuant to Education Code § 47605(b);

WHEREAS, Education Code § 47605(b) states that the county board is required to grant the charter if it is satisfied that granting the charter is consistent with sound educational practice;

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

WHEREAS, on December 12, 2018, the Orange County Board of Education (“Board”) received a petition from Sycamore Creek Community Charter School, a nonprofit public benefit corporation, for the operation of Sycamore Creek Community Charter School (“Petition”) appealing the action on its Petition by the governing Board of the Ocean View School District (“District”) on November 27, 2018;

WHEREAS, charter schools, as part of the California public school system and subject to the laws governing public agencies generally, are subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.), the requirements of conflict of interest laws, including, but not limited to, Government Code § 1090 et seq., 1126, and 87100 et seq., and the California Public Records Act (Government Code § 6250 et seq.);

WHEREAS, charter schools are subject to the requirements of federal law, including, but not limited to, the Every Student Succeeds Act, 20 U.S.C. § 6301 et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.;

WHEREAS, the law requires that the county board obtain information regarding the operation and potential impacts of the proposed charter school;

WHEREAS, the Board has obtained, reviewed and analyzed all information received with respect to the petition, including information related to the operation and potential impacts of the proposed charter school;

WHEREAS, the Board held a public hearing on the Petition on January 16, 2019, and received public comment thereon;

WHEREAS, in reviewing charter school petitions the Board is guided by the intent of the 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; and

WHEREAS, the Board, at its regular meeting of February 13, 2019, reviewed and considered the Petition and all appropriate information received with respect to the Petition, including the petition submitted to the District, the written findings of the Governing Board of the District, a rebuttal to the District's written findings submitted by the lead petitioner, and a Staff Report prepared by members of Orange County Department of Education ("OCDE") staff.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the findings and recommendations set forth in the attached Staff Report and Findings of Fact dated January 31, 2019, which is attached hereto and integrated herein by this reference.

BE IT FURTHER RESOLVED that the date to either grant or deny the petition is extended until the next regularly scheduled board meeting, which shall occur no later than 90 days from receipt of the Petition in order to allow the parties to negotiate a mutually acceptable Agreement that may be adopted by the Board as a condition of approving the petition. The Agreement shall address the issues and deficits outlined in the Staff Report and Findings of Fact, which may include specific deadlines. The Agreement shall also address the operational relationship between the School, the Board and OCDE. Conditions contained in the Agreement shall be incorporated into the charter petition and failure to

satisfy any conditions required in the Agreement will be grounds for revocation under Education Code § 47607(c).

BE IT FURTHER RESOLVED that should the Petitioner not agree to extend the timeline for final approval as stated above, the required timelines shall lapse without the Board taking action and Petitioner may appeal to the State Board of Education.

BE IT FURTHER RESOLVED that should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in March 2019, the Board reserves the right to take further action, including but not limited to denying the charter petition. The terms of this Resolution are severable. Should it be determined that one or more of the findings is invalid, the remaining findings and the board action shall remain in full force and effect. Each finding is, in and of itself, a sufficient basis for the approval with conditions.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 13th day of February, 2019, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO DENY THE PETITION FOR A CHARTER SCHOOL
FOR SYCAMORE CREEK COMMUNITY CHARTER SCHOOL**

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

WHEREAS, Education Code § 47605(j)(1) states that if the governing board of a school district denies a petition for charter school, a petitioner may elect to submit the petition to the county board of education;

WHEREAS, the county board of education is required to review the petition on appeal pursuant to Education Code § 47605(b);

WHEREAS, Education Code § 47605(b) states that the county board is required to grant the charter if it is satisfied that granting the charter is consistent with sound educational practice;

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

WHEREAS, on December 12, 2018, the Orange County Board of Education (“Board”) received a petition from Sycamore Creek Community Charter School, a nonprofit public benefit corporation, for the operation of Sycamore Creek Community Charter School (“Petition”) appealing the action on its Petition by the governing Board of the Ocean View School District (“District”) on November 27, 2018;

WHEREAS, charter schools, as part of the California public school system and subject to the laws governing public agencies generally, are subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.), the requirements of conflict of interest laws, including, but not limited to, Government Code § 1090 et seq., 1126, and 87100 et seq., and the California Public Records Act (Government Code § 6250 et seq.);

WHEREAS, charter schools are subject to the requirements of federal law, including, but not limited to, the Every Student Succeeds Act, 20 U.S.C. § 6301 et seq., the

Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.;

WHEREAS, the law requires that the county board obtain information regarding the operation and potential impacts of the proposed charter school;

WHEREAS, the Board has obtained, reviewed and analyzed all information received with respect to the petition, including information related to the operation and potential impacts of the proposed charter school;

WHEREAS, the Board held a public hearing on the Petition on January 16, 2019, and received public comment thereon;

WHEREAS, in reviewing charter school petitions the Board is guided by the intent of the 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; and

WHEREAS, the Board, at its regular meeting of February 13, 2019, reviewed and considered the Petition and all appropriate information received with respect to the Petition, including the petition submitted to the District, the written findings of the Governing Board of the District, a rebuttal to the District's written findings submitted by the lead petitioner, and a Staff Report prepared by members of Orange County Department of Education ("OCDE") staff; and

WHEREAS, the Board specifically notes that this Resolution does not include findings relative to every defect in the Petition, but is limited to the most significant issues, which as set forth in the Staff Report and Findings of Fact are legally sufficient to support the Board's denial of the charter petition.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the findings set forth in the attached Staff Report and Findings of Fact dated January 31, 2019, which is attached hereto and integrated herein by this reference, and the Board further finds as follows:

- (1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school;

- (2) The petitioners are demonstrably unlikely to implement successfully the program presented in the petition; and
- (3) The petition does not contain reasonably comprehensive descriptions of the required elements set forth in Education Code § 47605, subdivisions (b)(5)(A-P).

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 13th day of February 2019, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

**AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
SYCAMORE CREEK COMMUNITY CHARTER SCHOOL
FOR THE OPERATION OF
SYCAMORE CREEK COMMUNITY CHARTER SCHOOL**

DRAFT

This Agreement is made and entered into this ____ day of ____, 2019 by and between the Orange County Board of Education (“Board”) and Sycamore Creek Community Charter School, a nonprofit benefit corporation operating Sycamore Creek Community Charter School (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. TERM OF CHARTER

- A. The Board approved with conditions the petition of Charter School, filed on appeal from a district-denied petition for a **three-year** period beginning on **July 1, 2019** through **June 30, 2022**, with specific conditions placed upon opening and operations, including entering into this Agreement. The Staff Report and Findings of Fact and Recommendation, submitted to and approved by the Board is incorporated herein by reference, and identifies the conditions to be met that will be part of the monitoring and oversight of the charter.
- B. Charter School will be operated as or by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code § 5110 et seq.). Sycamore Creek Community Charter School is a California non-profit public benefit corporation that will operate the Charter School. Charter School shall ensure that at all times throughout the term of this 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 Sycamore Creek Community Charter School as they pertain to Charter School are and remain consistent with the Charter School’s 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 non-profit public benefit corporation’s articles of incorporations 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 that are inconsistent with the terms of the charter approved on _____, 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 § 47607 and 47605, and their implementing regulations. Charter School

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will submit its renewal petition for the new charter term to OCDE no sooner than **September 1** and no later than **December 1** of the final school year for which Charter School is authorized to operate, unless the Parties agree otherwise.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code § 1090 et seq. 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, and neither the Board nor OCDE is liable for the debts and obligations of Charter School.
3. Within **ten (10) business days** of 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 § 952 and Government Code § 54963. Charter School will update OCDE of any changes to the charter school board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and ethics training to its governing board members and administrative staff within **45 days** of taking office, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

1. Charter School will have the following information available for inspection at all times: (1) Scope and sequence for all subjects to be offered by Charter School; (2) Description of the curriculum and the instructional materials to be used; (3) Plans for professional development of instructional personnel; (4) Annual calendar for the school year that includes the number of instructional days, annual instructional minutes offered, and the number of professional development days; and (5) Daily bell schedule for site based programs.
2. Local Control and Accountability Plan: Charter School shall comply with all applicable laws and regulations related to the Local Control Funding Formula, as they may be amended from time to time, which include the requirement that Charter School submit a Local Control and Accountability Plan (LCAP), using the template adopted by the State Board of Education, to OCDE on or before **July 1** of each applicable year. Charter School shall annually update its actions to achieve the goals identified in the charter.
3. Annual Assessment of Students: Charter School shall comply with all state and federal student assessment requirements. Charter School shall test independent of OCDE and shall comply with state requirements for participation and administration of all state-mandated tests. Charter School hereby grants authority to the State of California to provide a copy of all test results from Charter School directly to OCDE as well as Charter School.
4. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study. Charter School may on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental

instances of extended absences and must be fully compliant with all independent study statutes and regulations applicable to charter schools.

5. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as 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 in Charter School policies and Parent/Student Handbook.
6. Special Education: At all times it is operational, Charter School shall provide evidence that Charter School is deemed a local educational agency as a participant in a Special Education Local Plan Area (SELPA) approved by the State Board of Education.

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Education Code § 47630 et seq. Charter School's general-purpose entitlement will be calculated in accordance with Education Code § 47633 et seq. 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. Shared expenses shall be apportioned to each charter school in proportion to its average daily attendance. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases 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 § 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.
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 sought for Charter School in excess of five percent (5%) of total budget that are not scheduled to be repaid within the fiscal year, and repayment of loans shall be the sole responsibility of Charter School. In no event shall the Board and/or OCDE have any obligation for repayment of such loans.
6. OCDE shall receive written notification in advance of Charter School governing board action to incur short-term debt for cash flow purposes or long-term debt beyond five (5) years on behalf of, or for the benefit of, Charter School.
7. In accordance with Education Code § 47604.3, Charter School shall promptly respond to all reasonable inquiries and provide upon request information including, but not limited to, the following:
 - a. Data, information and analysis to support enrollment projections

- b. Monthly enrollment
 - c. Details for program costs of Special Education and Section 504 supports and services
 - d. Budget narratives and assumptions sufficient to explain budget forecasts
 - e. Staffing plan, which shall include a list of positions from the budget and staff functions/responsibilities
 - f. Warrant registers
 - g. Payroll records – list of employees’ names and the total compensation for each employee
 - h. Monthly bank statements and reconciliations
 - i. Employment contracts
 - j. Copies of all vendor contracts in excess of \$10K
 - k. Fiscal policies and procedures
8. Fiscal Agent
- a. 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.
 - b. Charter School is responsible for establishing the appropriate funds or accounts in the Orange County Treasury for Charter School and for making the necessary arrangements for Charter School’s participation in the State Teachers’ Retirement System, the Public Employees Retirement System, or social security. Charter School will provide OCDE with documentation that it has arranged to provide these services. 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. Charter School acknowledges and agrees that under this provision, any bank records are subject to disclosure to OCDE.

D. Student Attendance Accounting and Reporting

No later than **July 1, 2019**, Charter School will submit proposed attendance accounting procedures, including software, for review and comment by OCDE. Charter School shall utilize commercially available attendance accounting software.

E. 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 § 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School (“Oversight Fee”) in two equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will

be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.

3. 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. Notwithstanding this provision, 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 § 47604.3.

F. 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 have each been endorsed as an additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with nor be excess over 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. OCDE may request to see evidence of insurance coverage during site visits. 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 **two (2) business days** of any pending or actual litigation that the charter school knew or should have known about, 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 applicable laws and regulations may be amended or added during the term of the charter.

G. Human Resources

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

H. 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 V § 11967.5.1 of California Code of Regulations. Charter School shall comply with bidding requirements tied to receipt of any state, federal or grant funds that require compliance with more stringent bidding or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code § 47604.3.
3. Charter School shall provide a letter of assurance from Charter School that it will make every effort to ensure that the vendor complies with all reasonable inquiries by OCDE for records and information related to this contract.
4. Charter/Education Management Organization (C/EMO) Contracts: 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 principles of either the C/EMO or Charter School has conflicts of interest.
 - ii. C/EMO shall comply with Education Code § 47604.3 and the California Public Records Act, Government Code § 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.
- c. Any change of C/EMO vendor shall be presented to the Board for approval as a material revision to the charter, if all above requirements are met.

I. Facilities Agreement

1. No later than **July 1** of each year, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principle 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.

J. 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 § 47614 (Proposition 39), it will follow applicable statute 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, to meet to attempt to resolve any concerns within ten calendar days of the dispute.

K. 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 § 47607(d). 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

- A. 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.
- B. Revisions to the charter considered to be material changes include, but are not limited to, the following:
 - 1. Substantial changes to the education program (including the addition or deletion of an educational program), mission, or vision.
 - 2. Changing or adding a non-classroom-based program that is not already included in the charter.
 - 3. Proposed changes in enrollment that could significantly impact the academic or financial sustainability of charter school.
 - 4. Addition or deletion of grades or grade levels to be served.
 - 5. Changes to the location of facilities for Charter School sites, resource centers, student meeting space, or other satellite facility including the opening of a new facility; temporary locations rented for annual student testing purposes shall be exempted from this provision.
 - 6. Changing admissions requirements and procedures.
 - 7. Governance structure, including but not limited to changes in number of board members, method by which new board members are selected, and changes in majority/quorum or other provisions relating to resolution approval.
 - 8. Entering into or revising a contract with a C/EMO.
 - 9. Delegation of authority by Charter School to a third party. Such delegation includes a delegation through the Bylaws, Articles of Incorporation, or a "sole statutory member" that is inconsistent with the charter, the Agreement, and/or the Charter Schools Act.

V. NOTICE TO CURE AND REVOCATION

- A. The Board retains the right to revoke the charter as set forth in Education Code § 47607 and its implementing regulations. Prior to instituting revocation proceedings, OCDE will provide for a system of progressive notices and opportunities to correct a problem with Charter School with specified time lines, except as otherwise provided by law or regulation and as noted below. The progression of notification of corrective action is as follows:
 - 1. Notice(s) of Concern: Direct contact with Charter School specifying the concerns and requesting a response from Charter School to OCDE with steps Charter School is taking to address the concern. Board may be informally apprised.
 - 2. Notice of Violation: Failure to satisfactorily address the concerns raised in the Notice of Concern(s) or due to the seriousness of the issue raised, the Board may adopt and issue, at a regular public meeting, a Notice of Violation. Notice of Violation will notify Charter School of the violation(s), history of failure to correct or address the concerns and direct Charter School to take specific enumerated actions or submit documentation by a specified date and provide Charter School a reasonable opportunity to remedy the violation(s). The Board will formally approve or deny the Notice of Violation in accordance with Education Code § 47607 and its implementing regulations.

3. Notice of Intent to Revoke: After expiration of Charter School's reasonable opportunity to remedy without successfully remedying the violation, the Board shall issue a written notice of intent to revoke and notice of facts in support of revocation to Charter School.
 4. Revocation: No later than 30 days after issuing the notice of intent to revoke the charter, the Board shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter, unless the Parties agree to extend the issuance of the decision by an additional 30 days.
 5. No more than 30 calendar days after the public hearing (or 60 calendar days by written mutual agreement with the charter school) the Board shall issue a Final Decision.
- B. The exception to the above process is under circumstances where the Board determines there is a severe and imminent threat to the health and safety of students and/or staff of Charter School. An immediate action may be taken to assure the safety and well-being of students, staff, and community, as deemed appropriate by the Board, including but not limited to closure of Charter School. The Board will be apprised of the situation immediately before action is taken in accordance with Education Code § 47607 and its implementing regulations.

VI. CLOSURE PROCEDURES

- A. Closure procedures shall be in accordance with all applicable laws and regulations including 5 CCR § 11962 and shall be submitted to OCDE prior to opening, whenever updated and upon request. Charter School shall have closure procedures in place and available for review. The Parties acknowledge and agree that, in addition to this provision of the charter, the following procedures shall apply in the event of school closure:
1. Charter School will serve immediate written notice to OCDE, the Board, and students and families that closure procedures have been invoked. Charter School will submit to OCDE within five business days the entity and specific individual(s) responsible for coordinating Charter School's close out activities, including the final processing of employee payroll and benefits and identification of a source of funding to be used for close out expenses that includes the final audit.
 2. Charter School expressly acknowledges the right of OCDE, on its behalf and on behalf of the Board (pursuant to Education Code § 47604.3) to receive a copy of all student records at any time after Charter School gives written notice that it is invoking the closure procedures. The entity and individual(s) who are responsible for coordinating Charter School's close out activities shall meet with OCDE and share copies of financial records necessary for OCDE to carry out its oversight responsibilities.

VII. CHARTER-SPECIFIC CONDITIONS

- A. As a condition of charter petition approval by the Board, Charter School agrees to make all amendments to the charter and bylaws as specified in Exhibit B, Charter-Specific Conditions, which is herein incorporated by reference.
- B. Should Charter School fail to meet the conditions delineated in Exhibit B, the Board reserves the right to take further action including, but not limited to, revoking its approval of the charter.

VIII. 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.

IX. 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.

X. 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.

XI. 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 § 200 et seq. the 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.

XII. 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:

Nina Boyd, Associate Superintendent
Orange County Department of Education
200 Kalmus Drive, Costa Mesa CA, 92628-9050

To Sycamore Creek Community Charter School at:

Amy Green-Bosinoff, President
8844 Cardinal Avenue
Fountain Valley, CA 92708-6304

XIII. 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.

XIV. 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 and Exhibit B
3. The Charter as amended by Charter School and approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as Charter School, as applicable

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A
INSURANCE COVERAGE AND POLICIES

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

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, 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 \$5,000,000 per occurrence and \$20,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, Fire Legal Liability, of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of Charter School, its governing board, officers, agents, employees, and/or students.
3. Workers' Compensation insurance in accordance with the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts, which may arise from Charter School's operation, with statutory limits. The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$2,000,000 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 \$20,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$20,000,000 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 \$5,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$20,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

EXHIBIT B

CHARTER-SPECIFIC CONDITIONS

On February 13, 2019, the Board agreed to extend the timeline for approval of the Sycamore Creek Community Charter School petition to address the findings as specified in the Board-adopted Staff Report and Findings of Fact. As a condition of charter petition approval by the Board, the following charter-specific conditions must be met:

A. Educational Program and Performance Goals

1. Annually meet the CAASPP statewide assessment measurable outcomes outlined in the charter regarding increases from the baseline in the percentage of students at every applicable grade level, including all subgroups, scoring proficient or higher (Element 2: Measurable Pupil Outcomes).
2. Annually meet the measurable outcomes outlined in the charter regarding reclassification of English learner students each year (Element 2: Measurable Pupil Outcomes).
3. By **June of each year**, provide a list of scheduled professional development for the following school year including dates, times and organizations providing the training. Submit rosters of teachers who attended each training for the prior year (except for year 1), that includes Waldorf teaching methods, Multi-Tiered System of Support (MTSS), Sheltered Instruction Observation Protocol (SIOP), Common Core State Standards, Special Education and English language learner instruction (Element 1: Educational Program – Professional Development) delivered by content qualified providers.
4. By **June of each year**, provide a schedule for the no-cost afterschool program specifically designed to assist English learners in English Language Development (Element 1: Plan for English Learners) including dates/times and names of teachers who will be providing English Language Development instruction in the afterschool program.
5. By **June 2019**, provide a comprehensive plan regarding the school's "looping" model, describing how the school will address integrating a new teacher into already established cohorts due to teacher attrition, personality conflicts between child and teacher that may affect student learning, classroom imbalance or segregated classes (for example due to special needs, student achievement, or linguistic ability), adequate teacher skills in core subjects such as mathematics particularly in the middle school years, and how students entering the school in grades 1-8 will be supported to assimilate into already established cohorts.
6. By **June 2019**, submit a comprehensive plan that addresses how students in grades 3-8 will be provided with focused direct instruction in the use of technology to take standardized tests.
7. By **June 2019**, submit a comprehensive plan of how instruction in discrete subject matters will be differentiated for students performing at low or high levels and what specific intervention programs would be provided and implemented during the regular school day.
8. By **June 2019**, submit an English Learner Plan that includes compliance with legal requirements, including identification, placement and reclassification of English learners.
9. By **April 2019**, hire an Executive Director who will serve as both Executive Director and Principal with knowledge and experience in special education, IDEA, Section 504 and ADA requirements.

B. Recruitment and Enrollment

1. By **April 2019**, include in enrollment materials and the school's website a clear and prominent statement that the school's Waldorf educational model results in the order of concepts and subjects being introduced at different grade levels than current California academic standards are introduced

and consequently students may have difficulty transferring between SCCC and other public schools, including Ocean View School District schools.

2. By **April 2019**, include in enrollment materials and in a prominent and easily accessible area of the school's website comprehensible charts by grade level and subject that delineate areas in which the academic curriculum of the school vary and/or are taught in different grade levels than the Common Core State Standards.
- C. By **April 2019**, submit a SCCC board-approved revised charter with the following changes and/or corrections to Element 2: Measurable Pupil Outcomes:
1. Priority 1: Basic Services – Student Absenteeism Rates – Correct mistype in measurable outcome that states, “90% of enrolled students will have *five than three* absences during any one school year.”
 2. Priority 1: Basic Services – Augment section to clarify how school will ensure that all students are provided standards-aligned instructional materials.
 3. Priority 3: Parent Involvement – Add specific actions/goals related to efforts to promote parent participation for unduplicated pupils and those with exceptional needs.
 4. Priority 5: Pupil Engagement – Add chronic absenteeism rate and middle school dropout rates.
 5. Priority 7: Course Access – Specify how services will be tailored for unduplicated pupils and those with exceptional needs.
- D. By **April 2019**, submit a SCCC board-approved revised charter with the following changes/corrections to Element 10: Pupil Suspension and Expulsion:
1. Add language regarding notifying the superintendent of the school district of the pupil's last known address within 30 days if a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason as per Education Code § 47605(d)(3).
 2. Align grounds for suspension/expulsion to be consistent with Education Code § 48900.
- E. By **April 2019**, submit a SCCC board-approved revised charter with the following statement from Element 1: Plan for English Learners removed as it does not comply with California Education Code 47605(l).
- “Teachers who are hired without CLAD certification will be expected to acquire this certification within three years of their employment.”
- F. By **April 2019**, submit a SCCC board-approved revised charter that includes reasonably comprehensive descriptions of any new requirements enacted into law after the charter was originally submitted to Ocean View School District:
1. AB 1871 adds Ed Code 47613.5 and requires charter schools to either provide breakfast or lunch for each needy pupil.
 2. AB 2022 requires mental health services notification.
 3. AB 2291 requires procedures for preventing bullying.
 4. AB 2601 requires sexual health education for students in grades 7-12.
 5. AB 2639 requires a school's suicide prevention policy be review every five years.
 6. SB 1104 requires schools to provide information on human trafficking prevention to parents and guardians of pupils in grades 6-12.

G. By **April 2019**, submit a SCCCS board-approved revised charter that includes the following technical corrections, which are designed to clarify ambiguities and not substantively change the petition:

1. Affirmations and Assurances

- a. Remove language that school is open to students that “submit a timely application.” If school wishes to clarify that submitting a timely application applies only to inclusion in the public random drawing, as necessary, that language may be added to Element 8 of the charter.
- b. Add “legal guardians” to appropriate affirmations and assurances to comply with Education Code 47605(d)(2)(B).

2. Element 1: Educational Program - Learning Philosophy

Small Community: Correct mistype of maximum enrollment number from 444 to 240.

3. Element 8 Admissions Requirements

- a. Add language that clarifies that attendance at an informational meeting is not required for a student to apply or attend the charter school.
- b. Specify that pupils currently attending the charter school are exempt from the lottery per California Education Code § 47605(d)(2)(B).
- c. Specify that the preferences listed are in order of hierarchy to ensure that pupils who reside within the boundaries of Ocean View School District will be admitted before any student that resides outside of the district boundaries for all preferences listed per California Education Code § 47605(d)(2)(B).
- d. For the SB740 preference, add students residing “within the boundaries” of the attendance area of the school where SCCCS is located.

4. Element 9: Annual Independent Financial Audits

- a. Specify who is responsible for contracting and overseeing the independent audit.
- b. Specify timeline in which audit exceptions will be addressed.

5. Element 15: School Closure Procedures

Add specific timeframe for notifications regarding school closure.

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

January 31, 2019

TO: Nina Boyd, Associate Superintendent

FROM: Kelly Gaughran, Director, Charter Schools Unit
Teresa H. Johnson, Coordinator, Charter Schools Unit

SUBJECT: International School for Science and Culture Charter School Appeal – Board Vote

DESCRIPTION:

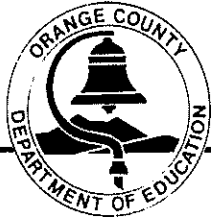
On December 12, 2018, Orange County Board of Education accepted a submission of the International School for Science and Culture petition to appeal the November 15, 2018 denial by Newport-Mesa Unified School District.

The Orange County Board of Education (OCBE) has three options for action regarding the International School for Science and Culture (ISSAC) Charter School petition:

1. **OPTION ONE:** Grant the appeal and approve the charter petition inclusive of the standard agreement.
2. **OPTION TWO:** Adopt the Staff Report and Findings of Fact dated January 31, 2019, and extend the timeline to either grant or deny the charter petition until the next regularly scheduled board meeting. This extension will allow Petitioner and Orange County Department of Education (OCDE) staff time to negotiate a mutually acceptable Agreement that addresses the issues and deficits outlined in the Staff Report and Findings of Fact and may be adopted by the Board as a condition of approving the charter petition.
3. **OPTION THREE:** Deny the appeal and the charter petition to establish a charter school.

RECOMMENDATION:

OCDE Charter Schools Unit staff recommends that OCBE Adopt the Staff Report and Findings of Fact dated January 31, 2019, and extend the timeline to either grant or deny the charter petition until the next regularly scheduled board meeting. This extension will allow Petitioner and Orange County Department of Education (OCDE) staff time to negotiate a mutually acceptable Agreement that addresses the issues and deficits outlined in the Staff Report and Findings of Fact and may be adopted by the Board as a condition of approving the charter petition.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

January 31, 2019

To: Members, Orange County Board of Education
From: Orange County Department of Education Charter Schools Unit
Re: Staff Report - Findings of Fact and Recommendation, International School for Science and Culture (ISSAC)

This report is a summary of the comprehensive review and analysis conducted by the Orange County Department of Education (OCDE) staff of the Petition to establish International School for Science and Culture (ISSAC) Charter School, which is on appeal following denial from Newport-Mesa Unified School District. This report reflects only the most serious areas of concern and does not include findings deemed less significant, or items that are technically inaccurate in the Charter Petition. Recommendations or suggestions for improvement are not included as the review process is intended to highlight deficits for purposes of written factual findings required by the Charter School Act.

Based on information gathered throughout the review process, which included a clarification meeting held with Petitioners on January 18, 2019, OCDE Charter Schools Unit staff recommends that Orange County Board of Education (OCBE) adopt this Staff Report and Finding of Fact and grant an extension not to exceed 30 days for final approval or denial until the next regularly scheduled board meeting. This will allow petitioner and OCDE staff time to negotiate a mutually acceptable amended Agreement that addresses the issues and deficits outlined in this Staff Report and Findings of Fact and may be adopted by OCBE as a condition of approving the charter petition.

Synopsis of Review ¹

- I. Governance
- II. Educational Program
- III. Admission Requirements
- IV. Finance and Budget
- V. Private School Conversion

¹ The legal basis for the reviewed items include the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 *et seq.*; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. §794; California Education Code §§47605, 47607, 52052, 49010 *et seq.*; Title V, California Code of Regulations §11967.5.1.

I. Governance and Operation

The charter school and its nonprofit organization failed to affirm that they would comply with conflict of interest laws under Government Code 1090 and the Political Reform Act of 1974. During the clarification meeting, the charter school's counsel acknowledged the December 26, 2018 California Attorney General opinion that confirmed that the governing bodies of California charter schools are subject to Government Code 1090 and the Political Reform Act, but indicated that the charter school's governing board would have to consider and determine whether it would comply with the statutes. As of the date of this report, OCDE has not yet received confirmation that the charter school's governing body will comply with Government Code section 1090 et seq. or the Political Reform Act.

II. Educational Program

A. Daily Schedule and Instructional Minutes

The daily schedule presented in the charter petition is incomplete and does not include all required courses to be operated by the school. Social studies is a core subject but is only listed on the instructional schedule in conjunction with English language arts, ELD and GLAD. It is unclear when the subject will be taught given the program being offered by ISSAC. Additionally, the ISSAC petition states that students will have 90 minutes of combined math/science instruction four days a week. This is an area of concern because the lead petitioner, as well as ISSAC's concentration on "STREAM" which stands for Science, Technology, Reading/Writing, Engineering, Arts and Math, suggests a higher level of science and math content than what is currently presented in the charter. In addition, as core subjects, math and science are typically taught independent of one another, even though there may be content that crosses between the disciplines. Given that the schedule combines the two subjects, for 90 minutes four days a week, and includes a rotational model of instruction where students have a lesson for only eight minutes and then break into small groups, it is unclear how students will become proficient in meeting math and science state standards, particularly in primary grades that do not participate in state testing.

B. English Language Development Program

According to the daily schedule in the charter petition, English Learner (EL) students are pulled out of the combined English Language Arts (ELA) and Social Studies class for designated English Language Development instruction, which may negatively impact EL students in meeting state standards in ELA and Social Studies. It is unclear when, if any, direct English Language instruction would be provided based on the proposed daily schedule.

C. Local Control and Accountability Plan

The Local Control and Accountability Plan (LCAP) is a tool that measures yearly progress of students with respect to California's eight state priorities and ensures the needs of all students are addressed. The LCAP also requires annual goals be set for each subgroup attending a school, with a metric to measure academic success and growth over time.

- The charter petition does not include a specific effort to promote parental participation of pupils with exceptional needs (special education) which is required by the LCAP.

- The charter petition does not identify a metric or percent of English Learner pupils making progress toward proficiency, another requirement of the LCAP.

III. Admission Requirement

Legislation effective January 1, 2018, requires an admission preference for pupils who reside within district boundaries of where the charter school will locate. The charter school's admission policy fails to comply with Education Code section 47605(d)(2)(B) because pupils who reside in the school district do not receive a preference over non-district residents. If the number of pupils who wish to attend the charter school exceeds the charter school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the school district except as provided for in Section 47614.5 (pupils eligible for free or reduced-price meals). The charter school's current admission preference would allow non-district resident students to have priority over students who are residents of the school district. Additionally, the admission policy lacks transparency because it fails to explain what weight or partiality would be provided to each preference category described in the petition.

IV. Finance and Budget

- ISSAC projects a first year enrollment of 390 students. However, statistically, charter schools authorized by Orange County Board of Education have been under-enrolled by 35% in their first year of operation, and many have had to make significant changes to the program in order to become fiscally sustainable. Consequently, we are concerned that ISSAC may not meet this enrollment projection of 390, which will adversely affect all aspects of the school's budget.
- Although ISSAC has secured additional revenue for year one through its receipt of Public Charter School Grant Program funds, there is concern that the costs associated with providing the trilingual and STREAM program described in the charter petition may be greater than projected.
- Special education costs identified in the charter petition may not accurately reflect the costs associated with providing appropriate special education services. The school indicated during the clarification meeting that the service delivery for special education students would depend on the needs of each student. Students may be served through a Resource Specialist Program (RSP) or a Special Day Class (SDC) program, which may be costly to operate in a small school setting. In addition, an SDC program serving a limited number of students may result in significant costs overruns in special education. Even if ISSAC were to make its enrollment projection each year, there may be insufficient funding for students requiring exceptional needs supports.

V. Potential Private School Conversion

Appendix H of the ISSAC petition contains a letter specifying that ISSAC will have first right of refusal to lease a property in Costa Mesa. After visiting the facility space identified by Petitioner, it was discovered that the site is currently being used by a private K-8 school that has a similar education program as ISSAC. Like ISSAC, the private school focuses on trilingual immersion education in Chinese, Spanish and English. The executive director of the private school indicated that the private school is currently using the entire space for their K-8 program and is looking to expand the program to high school in the next few years. The private school has three years left on their lease with no current plans to relocate. Based on

information provided to OCDE in an email by the lead petitioner, the site is able to hold 315 students. The private school currently enrolls 120 students, and for ISSAC's first year, they estimate enrollment of up to 390 students. Therefore, because of size limitations, both schools would not be able to operate from the same location.

Additionally, as highlighted in Newport-Mesa Unified School District's resolution denying the petition, ISSAC follows a similar charter petition that was submitted for Adrian Hands Academy, which was deemed a private school conversion by OCDE staff before it was withdrawn from the Board's consideration in 2018. The history of Adrian Hands Academy and the Petitioner's identification of a site that currently houses a private school offering a unique program that is similar to ISSAC, may indicate a private school conversion. OCDE staff is concerned that if, following approval, the charter school takes over this existing private school or material elements of the school such as space, students, staff, materials, equipment, contracts, etc., that this will constitute an illegal private school conversion.

Recommendation

OCDE Charter Schools Unit staff recommends that OCBE adopt this Staff Report and Finding of Fact and grant an extension not to exceed 30 days for final approval or denial until the next regularly scheduled board meeting. This will allow petitioner and OCDE staff time to negotiate a mutually acceptable amended Agreement that addresses the issues and deficits outlined in this Staff Report and Findings of Fact and may be adopted by OCBE as a condition of approving the charter petition.²

* * *

² Final board decision shall occur no later than 90 days after receiving the charter petition pursuant to Education Code § 47605(b).

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE PETITION WITH STANDARD AGREEMENT FOR A
CHARTER SCHOOL
FOR INTERNATIONAL SCHOOL FOR SCIENCE AND CULTURE
CHARTER SCHOOL**

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

WHEREAS, Education Code § 47605(j)(1) states that if the governing board of a school district denies a petition for charter school, a petitioner may elect to submit the petition to the county board of education;

WHEREAS, the county board of education is required to review the petition on appeal pursuant to Education Code § 47605(b);

WHEREAS, Education Code § 47605(b) states that the county board is required to grant the charter if it is satisfied that granting the charter is consistent with sound educational practice;

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

WHEREAS, on December 12, 2018, the Orange County Board of Education (“Board”) received a petition from International School for Science and Culture, a nonprofit public benefit corporation, for the operation of International School for Science and Culture (“Petition”) appealing the action on its Petition by the Governing board of the Newport-Mesa Unified School District (“District”) on November 15, 2018;

WHEREAS, charter schools, as part of the California public school system and subject to the laws governing public agencies generally, are subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.), the requirements of conflict of interest laws, including, but not limited to, Government Code § 1090 et seq., 1126, and 87100 et seq., and the California Public Records Act (Government Code § 6250 et seq.);

WHEREAS, charter schools are subject to the requirements of federal law, including, but not limited to, the Every Student Succeeds Act, 20 U.S.C. §6301 et seq. and the Individuals with Disabilities Education Act, 20 U.S.C. §1400 et seq.;

WHEREAS, the law requires that the county board obtain information regarding the operation and potential impacts of the proposed charter school;

WHEREAS, the Board has obtained, reviewed and analyzed all information received with respect to the petition, including information related to the operation and potential impacts of the proposed charter school;

WHEREAS, the Board held a public hearing on the Petition on January 16, 2019, and received public comment thereon;

WHEREAS, in reviewing charter school petitions the Board is guided by the intent of the 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; and

WHEREAS, the Board, at its regular meeting on February 13, 2019, reviewed and considered the petition and all appropriate information received with respect to the petition, including the petition submitted to the District, the written findings of the Governing Board of the District, a rebuttal to the District's written findings submitted by the lead petitioner, and a Staff Report prepared by members of Orange County Department of Education ("OCDE") staff.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the petition for a charter school by International School for Science and Culture for the operation of International School for Science and Culture Charter School.

BE IT FURTHER RESOLVED that the Board also approves the standard Agreement with the understanding that International School for Science and Culture Charter School will enter into said Agreement that addresses the operational relationship between the School, the Board and OCDE, no later than the Board's regularly scheduled meeting in April 2019. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in April 2019, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 13th day of February, 2019, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO ADOPT FACTUAL FINDINGS AND
TO EXTEND TIMELINE TO EITHER GRANT OR DENY
THE PETITION TO ESTABLISH
INTERNATIONAL SCHOOL FOR SCIENCE AND CULTURE
CHARTER SCHOOL**

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

WHEREAS, Education Code § 47605(j)(1) states that if the governing board of a school district denies a petition for charter school, a petitioner may elect to submit the petition to the county board of education;

WHEREAS, the county board of education is required to review the petition on appeal pursuant to Education Code § 47605(b);

WHEREAS, Education Code § 47605(b) states that the county board is required to grant the charter if it is satisfied that granting the charter is consistent with sound educational practice;

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

WHEREAS, on December 12, 2018, the Orange County Board of Education (“Board”) received a petition from International School for Science and Culture Charter School, a nonprofit public benefit corporation, for the operation of International School for Science and Culture (“Petition”) appealing the action on its Petition by the governing Board of the Newport-Mesa Unified School District (“District”) on November 15, 2018;

WHEREAS, charter schools, as part of the California public school system and subject to the laws governing public agencies generally, are subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.), the requirements of conflict of interest laws, including, but not limited to, Government Code § 1090 et seq., 1126, and 87100 et seq., and the California Public Records Act (Government Code § 6250 et seq.);

WHEREAS, charter schools are subject to the requirements of federal law, including, but not limited to, the Every Student Succeeds Act, 20 U.S.C. § 6301 et seq., the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq.;

WHEREAS, the law requires that the county board obtain information regarding the operation and potential impacts of the proposed charter school;

WHEREAS, the Board has obtained, reviewed and analyzed all information received with respect to the petition, including information related to the operation and potential impacts of the proposed charter school;

WHEREAS, the Board held a public hearing on the Petition on January 16, 2019, and received public comment thereon;

WHEREAS, in reviewing charter school petitions the Board is guided by the intent of the 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; and

WHEREAS, the Board, at its regular meeting of February 13, 2019, reviewed and considered the Petition and all appropriate information received with respect to the Petition, including the petition submitted to the District, the written findings of the Governing Board of the District, a rebuttal to the District's written findings submitted by the lead petitioner, and a Staff Report prepared by members of Orange County Department of Education ("OCDE") staff.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the findings and recommendations set forth in the attached Staff Report and Findings of Fact dated January 31, 2019, which is attached hereto and integrated herein by this reference.

BE IT FURTHER RESOLVED that the date to either grant or deny the petition is extended until the next regularly scheduled board meeting, which shall occur no later than 90 days from receipt of the Petition in order to allow the parties to negotiate a mutually acceptable Agreement that may be adopted by the Board as a condition of approving the petition. The Agreement shall address the issues and deficits outlined in the Staff Report and Findings of Fact, which may include specific deadlines. The Agreement shall also address the operational relationship between the School, the Board and OCDE. Conditions contained in the Agreement shall be incorporated into the charter petition and

failure to satisfy any conditions required in the Agreement will be grounds for revocation under Education Code § 47607(c).

BE IT FURTHER RESOLVED that should the Petitioner not agree to extend the timeline for final approval as stated above, the required timelines shall lapse without the Board taking action and Petitioner may appeal to the State Board of Education.

BE IT FURTHER RESOLVED that should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in March 2019, the Board reserves the right to take further action, including but not limited to denying the charter petition. The terms of this Resolution are severable. Should it be determined that one or more of the findings is invalid, the remaining findings and the board action shall remain in full force and effect.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 13th day of February, 2019, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO DENY THE PETITION FOR A CHARTER SCHOOL
FOR INTERNATIONAL SCHOOL FOR SCIENCE AND CULTURE
CHARTER SCHOOL**

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

WHEREAS, Education Code § 47605(j)(1) states that if the governing board of a school district denies a petition for charter school, a petitioner may elect to submit the petition to the county board of education;

WHEREAS, the county board of education is required to review the petition on appeal pursuant to Education Code § 47605(b);

WHEREAS, Education Code § 47605(b) states that the county board is required to grant the charter if it is satisfied that granting the charter is consistent with sound educational practice;

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

WHEREAS, on December 12, 2018, the Orange County Board of Education (“Board”) received a petition from International School for Science and Culture Charter School for the operation of International School for Science and Culture Charter School (“Petition”) appealing the action on its Petition by the Governing board of the Newport-Mesa Unified School District (“District”) on November 15, 2018;

WHEREAS, charter schools, as part of the California public school system and subject to the laws governing public agencies generally, are subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.), the requirements of conflict of interest laws, including, but not limited to, Government Code § 1090 et seq., 1126, and 87100 et seq., and the California Public Records Act (Government Code § 6250 et seq.);

WHEREAS, charter schools are subject to the requirements of federal law, including, but not limited to, the Every Student Succeeds Act, 20 U.S.C. §6301 et seq. and the Individuals with Disabilities Education Act, 20 U.S.C. §1400 et seq.;

WHEREAS, the law requires that the county board obtain information regarding the operation and potential impacts of the proposed charter school;

WHEREAS, the Board has obtained, reviewed and analyzed all information received with respect to the petition, including information related to the operation and potential impacts of the proposed charter school;

WHEREAS, the Board held a public hearing on the Petition on January 16, 2019, and received public comment thereon;

WHEREAS, in reviewing charter school petitions the Board is guided by the intent of the 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; and

WHEREAS, the Board, at its regular meeting on February 13, 2019, reviewed and considered the petition and all appropriate information received with respect to the petition, including the petition submitted to the District, the written findings of the Governing Board of the District, a rebuttal to the District's written findings submitted by the lead petitioner, and a Staff Report prepared by members of Orange County Department of Education ("OCDE") staff; and

WHEREAS, the Board specifically notes that this Resolution does not include findings relative to every defect in the Petition, but is limited to the most significant issues, which as set forth in the Staff Report and Findings of Fact are legally sufficient to support the Board's denial of the charter petition.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the findings set forth in the attached Staff Report and Findings of Fact dated January 30, 2019, which is attached hereto and integrated herein by this reference, which supports the following findings:

- (1) The petitioners are demonstrably unlikely to successfully implement the program set in the petition.

- (2) The petition does not contain reasonably comprehensive descriptions of the educational program of the charter school, the governance structure of the charter school, or the admission policies and practice.

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 13th day of February, 2019, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
ISSAC ORG INC
FOR THE OPERATION OF
INTERNATIONAL SCHOOL FOR SCIENCE AND CULTURE CHARTER SCHOOL

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Orange County Board of Education ("Board") and ISSAC ORG INC, a nonprofit benefit corporation operating International School for Science and Culture (ISSAC) Charter School, (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. TERM OF CHARTER

- A. The Board approved with conditions the petition of Charter School, filed on appeal from a district-denied petition for a **three-year** period beginning on **July 1, 2019**, through **June 30, 2022**, with specific conditions placed upon opening and operations, including entering into this Agreement. The Staff Report and Findings of Fact and Recommendation, submitted to and approved by the Board is incorporated herein by reference, and identifies the conditions to be met that will be part of the monitoring and oversight of the charter.
- B. Charter School will be operated as or by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code §5110 et seq.). ISSAC ORG INC is a California non-profit public benefit corporation that will operate the Charter School. Charter School shall ensure that at all times throughout the term of this 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 ISSAC ORG INC as they pertain to Charter School are and remain consistent with the Charter School's 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 non-profit public benefit corporation's articles of incorporations 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 that are inconsistent with the terms of the charter approved on _____, 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 § 47607 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 **December 1** of the final school year for which Charter School is authorized to operate, unless the Parties agree otherwise.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code § 1090 et seq. 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, and neither the Board nor OCDE is liable for the debts and obligations of Charter School.
3. Within **ten (10) business days** of 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 § 54963. Charter School will update OCDE of any changes to the charter school board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and ethics training to its governing board members and administrative staff within **45 days** of taking office, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

1. Charter School will have the following information available for inspection at all times: (1) Scope and sequence for all subjects to be offered by Charter School; (2) Description of the curriculum and the instructional materials to be used; (3) Plans for professional development of instructional personnel; (4) Annual calendar for the school year that includes the number of instructional days, annual instructional minutes offered, and the number of professional development days; and (5) Daily bell schedule for site-based programs.
2. Local Control and Accountability Plan: Charter School shall comply with all applicable laws and regulations related to the Local Control Funding Formula, as they may be amended from time to time, which include the requirement that Charter School submit a Local Control and Accountability Plan (LCAP), using the template adopted by the State Board of Education, to OCDE on or before **July 1** of each applicable year. Charter School shall annually update its actions to achieve the goals identified in the charter.
3. Annual Assessment of Students: Charter School shall comply with all state and federal student assessment requirements. Charter School shall test independent of OCDE and shall comply with state requirements for participation and administration of all state-mandated tests. Charter School hereby

grants authority to the State of California to provide a copy of all test results from Charter School directly to OCDE as well as Charter School.

4. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study. Charter School may on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental instances of extended absences and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
5. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers, and employees will comply with FERPA as well as 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 in Charter School policies and Parent/Student Handbook.
6. Special Education: At all times it is operational, Charter School shall provide evidence that Charter School is deemed a local educational agency as a participant in a Special Education Local Plan Area (SELPA) approved by the State Board of Education.

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Education Code § 47630 et seq. Charter School's general-purpose entitlement will be calculated in accordance with Education Code § 47633 et seq. 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. Shared expenses shall be apportioned to each charter school in proportion to its average daily attendance. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases 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 § 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.
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 sought for Charter School in excess of five percent (5%) of total budget that are not scheduled to be repaid within the fiscal year, and repayment of loans shall be the sole responsibility of Charter School. In no event shall the Board and/or OCDE have any obligation for repayment of such loans.

6. OCDE shall receive written notification in advance of Charter School governing board action to incur short-term debt for cash flow purposes or long-term debt beyond five (5) years on behalf of, or for the benefit of, Charter School.
7. In accordance with Education Code § 47604.3, Charter School shall promptly respond to all reasonable inquiries and provide upon request, information, including but not limited to the following:
 - a. Data, information, and analysis to support enrollment projections.
 - b. Monthly enrollment.
 - c. Details for program costs of Special Education and Section 504 supports and services.
 - d. Budget narratives and assumptions sufficient to explain budget forecasts.
 - e. Staffing plan, which shall include a list of positions from the budget and staff functions/responsibilities.
 - f. Warrant registers.
 - g. Payroll records – list of employees’ names and the total compensation for each employee.
 - h. Monthly bank statements and reconciliations.
 - i. Employment contracts.
 - j. Copies of all vendor contracts in excess of \$10K.
 - k. Fiscal policies and procedures.

8. Fiscal Agent

- a. 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.
- b. Charter School is responsible for establishing the appropriate funds or accounts in the Orange County Treasury for Charter School; and for making the necessary arrangements for Charter School’s participation in the State Teachers’ Retirement System, the Public Employees Retirement System, or social security. Charter School will provide OCDE with documentation that it has arranged to provide these services. 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. Charter School acknowledges and agrees that under this provision, any bank records are subject to disclosure to OCDE.

D. Student Attendance Accounting and Reporting

No later than **July 1, 2019**, Charter School will submit proposed attendance accounting procedures, including software, for review and comment by OCDE. Charter School shall utilize commercially available attendance accounting software.

E. 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 § 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant, and concentration grant funding provided at the

First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.

2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.
3. 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. Notwithstanding this provision, 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 § 47604.3.

F. 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 have each been endorsed as an additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with nor be excess over 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. OCDE may request to see evidence of insurance coverage during site visits. 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 **two (2) business days** of any pending or actual litigation that the charter school knew or should have known about, 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 applicable laws and regulations may be amended or added during the term of the charter.

G. Human Resources

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

H. 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 V, § 11967.5.1 of California Code of Regulations. Charter School shall comply with bidding requirements tied to receipt of any state, federal or grant funds that require compliance with more stringent bidding or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code § 47604.3.
3. Charter School shall provide a letter of assurance from Charter School that it will make every effort to ensure that the vendor complies with all reasonable inquiries by OCDE for records and information related to this contract.
4. Charter/Education Management Organization (C/EMO) Contracts: 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 principles of either the C/EMO or Charter School has conflicts of interest;
 - ii. C/EMO shall comply with Education Code § 47604.3 and the California Public Records Act, Government Code § 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.
- c. Any change of C/EMO vendor shall be presented to the Board for approval as a material revision to the charter, if all above requirements are met.

I. Facilities Agreement

- 1. No later than **July 1** of each year, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principle 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.

J. 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 § 47614 (Proposition 39), it will follow applicable statute 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, to meet to attempt to resolve any concerns within ten calendar days of the dispute.

K. 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 §47607(d). 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

- A. 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.
- B. Revisions to the charter considered to be material changes include, but are not limited to, the following:
 1. Substantial changes to the education program (including the addition or deletion of an educational program), mission, or vision.
 2. Changing or adding a non-classroom-based program that is not already included in the charter.
 3. Proposed changes in enrollment that could significantly impact the academic or financial sustainability of charter school.
 4. Addition or deletion of grades or grade levels to be served.
 5. Changes to the location of facilities for Charter School sites, resource centers, student meeting space, or other satellite facility including the opening of a new facility; temporary locations rented for annual student testing purposes shall be exempted from this provision.
 6. Changing admissions requirements and procedures.
 7. Governance structure, including but not limited to changes in number of board members, method by which new board members are selected, and changes in majority/quorum or other provisions relating to resolution approval.
 8. Entering into or revising a contract with a C/EMO.
 9. Delegation of authority by Charter School to a third party. Such delegation includes a delegation through the Bylaws, Articles of Incorporation, or a "sole statutory member" that is inconsistent with the charter, the Agreement, and/or the Charter Schools Act.

V. NOTICE TO CURE AND REVOCATION

- A. The Board retains the right to revoke the charter as set forth in Education Code § 47607 and its implementing regulations. Prior to instituting revocation proceedings, OCDE will provide for a system of progressive notices and opportunities to correct a problem with Charter School with specified time lines,

except as otherwise provided by law or regulation and as noted below. The progression of notification of corrective action is as follows:

1. Notice(s) of Concern: Direct contact with Charter School specifying the concerns and requesting a response from Charter School to OCDE with steps Charter School is taking to address the concern. Board may be informally apprised.
 2. Notice of Violation: Failure to satisfactorily address the concerns raised in the Notice of Concern(s) or due to the seriousness of the issue raised, the Board may adopt and issue, at a regular public meeting, a Notice of Violation. Notice of Violation will notify Charter School of the violation(s), history of failure to correct or address the concerns and direct Charter School to take specific enumerated actions or submit documentation by a specified date and provide Charter School a reasonable opportunity to remedy the violation(s). The Board will formally approve or deny the Notice of Violation in accordance with Education Code § 47607 and its implementing regulations.
 3. Notice of Intent to Revoke: After expiration of Charter School's reasonable opportunity to remedy without successfully remedying the violation, the Board shall issue a written notice of intent to revoke and notice of facts in support of revocation to Charter School.
 4. Revocation: No later than 30 days after issuing the notice of intent to revoke the charter, the Board shall hold a public hearing, in the normal course of business, on the issue of whether evidence exists to revoke the charter, unless the Parties agree to extend the issuance of the decision by an additional 30 days.
 5. No more than 30 calendar days after the public hearing (or 60 calendar days by written mutual agreement with the charter school) the Board shall issue a Final Decision.
- B. The exception to the above process is under circumstances where the Board determines there is a severe and imminent threat to the health and safety of students and/or staff of Charter School. An immediate action may be taken to assure the safety and well-being of students, staff, and community, as deemed appropriate by the Board, including but not limited to closure of Charter School. The Board will be apprised of the situation immediately before action is taken in accordance with Education Code § 47607 and its implementing regulations.

VI. CLOSURE PROCEDURES

- A. Closure procedures shall be in accordance with all applicable laws and regulations including 5 CCR § 11962 and shall be submitted to OCDE prior to opening, whenever updated and upon request. Charter School shall have closure procedures in place and available for review. The Parties acknowledge and agree that, in addition to this provision of the charter, the following procedures shall apply in the event of school closure:
1. Charter School will serve immediate written notice to OCDE, the Board, and students and families that closure procedures have been invoked. Charter School will submit to OCDE within five business days the entity and specific individual(s) responsible for coordinating Charter School's close out activities, including the final processing of employee payroll and benefits and identification of a source of funding to be used for close out expenses that includes the final audit.
 2. Charter School expressly acknowledges the right of OCDE, on its behalf and on behalf of the Board (pursuant to Education Code § 47604.3) to receive a copy of all student records at any time after Charter School gives written notice that it is invoking the closure procedures. The entity and individual(s) who are responsible for coordinating Charter School's close out activities shall meet with OCDE and share copies of financial records necessary for OCDE to carry out its oversight responsibilities.

VII. CHARTER-SPECIFIC CONDITIONS

- A. As a condition of charter petition approval by the Board, Charter School agrees to make all amendments to the charter and bylaws as specified in Exhibit B, Charter-Specific Conditions, which is herein incorporated by reference.
- B. Should Charter School fail to meet the conditions delineated in Exhibit B, the Board reserves the right to take further action including, but not limited to, revoking its approval of the charter.

VIII. 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.

IX. 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.

X. 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.

XI. 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 § 200 et seq. the 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.

XII. 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:

Nina Boyd, Associate Superintendent
Orange County Department of Education
200 Kalmus Drive, Costa Mesa, CA, 92628-9050

To ISSAC Charter School at:

Patricia Gould, Founding Principal
15229 Youngwood Drive
Whittier, CA 90605

XIII. 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.

XIV. 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 and Exhibit B
3. The Charter as amended by Charter School and approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as Charter School, as applicable

For Charter School:

Date: _____

Name: _____

Title: _____

Signature

For the Board:

Date: _____

Name: _____

Title: _____

Signature

EXHIBIT A
INSURANCE COVERAGE AND POLICIES

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

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, 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 \$5,000,000 per occurrence and \$20,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, Fire Legal Liability, of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of Charter School, its governing board, officers, agents, employees, and/or students.
3. Workers' Compensation insurance in accordance with the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts, which may arise from Charter School's operation, with statutory limits. The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$2,000,000 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 \$20,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$20,000,000 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 \$5,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$20,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

EXHIBIT B

CHARTER-SPECIFIC CONDITIONS

On February 13, 2019, the Board agreed to extend the timeline for approval for the International School for Science and Culture Charter School Petition to address the findings as specified in the Board-adopted Staff Report and Findings of Fact. Petitioner is required to submit supporting documentation to address the following by March 1, 2019, unless otherwise indicated:

1. Location:

- a. Charter School is approved by the Board to operate a single location within the Newport-Mesa Unified School District and shall submit either proof of a final Prop 39 offer and Charter School's notice of intent to occupy or a signed lease for a private facility sufficient to carry out the instructional program of the school by June 1, 2019.
- b. Charter School shall ensure that the facility is clean, safe, Americans with Disabilities Act (ADA) compliant, and have the necessary local approvals to operate prior to the start of school. OCDE may conduct a site inspection at any time.

2. Governance Structure:

- a. Charter School shall submit additional information regarding the Charter School's governance structure that is consistent with Education Code § 47605(b)(5)(D). Charter School shall submit:
 - i. Conflict of Interest Policy subject to Government Code 1090 and 81000, et seq.,
 - ii. Roster and biographies of founding International School for Science and Culture Petition Board Members, and
 - iii. Completed FPPC Form 700 Statements of Economic Interest for all board members and applicable employees.

3. Special Education:

- a. Charter School shall submit verifiable, written assurances that the charter school will participate as a local educational agency in a special education local plan area (SELPA) approved by the State Board of Education prior to operation as a charter school authorized by the Orange County Board of Education.
- b. In conformity with Education Code § 47641, Charter School shall be categorized as a local educational agency within the El Dorado SELPA or any approved special education local plan that is consistent with Education Code § 56195.1 (a), (b) or (c), for the purposes of compliance with state and federal special education laws (Individuals with Disabilities Education Act, 20 USC § 1400 et seq.) and for eligibility for federal and state special education funds.
- c. Charter School shall submit the following information:
 - i. Identify an employee of Charter School with the requisite expertise, knowledge and credentials to provide meaningful oversight over all special education service providers and vendors.
 - ii. Ensure that individual education program (IEP) meetings include all required participants under Education Code § 56341. Specifically, designate a school administrator to be present at all special education meetings that meet the following qualifications: (1) qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of individuals with exceptional needs, (2) is knowledgeable about the general

education curriculum, and (3) is knowledgeable about the availability of resources of Charter School.

- d. Charter School shall provide assurances that all special education contractors and subcontractors will be in compliance with AB 406 which bans charter schools from being operated as or be operated by a for-profit corporation.

4. Education Program:

- a. Charter School shall submit a revised description of Charter School's education program that shall include:
 - i. An English Language Development (ELD) program and schedule that resolves the concern that English Learners will be pulled for designated ELD instruction during core instructional time.
 - ii. A comprehensive five-day student schedule that verifies each subject is taught to all students and complies with instructional minute requirements for elementary subjects, including social studies.

5. Budget/Financial Data:

- a. Charter School budget shall provide a narrative, budget and contingency plan that addresses the concerns in the staff report, specifically special education costs, and enrollment projections.

6. Local Control and Accountability Plan

- a. Revised Charter School LCAP to be submitted by July 2020, shall include:
 - i. Specific goals for outreach and involvement for parents of unduplicated pupils and those with exceptional needs.
 - ii. Identify a metric and percent of English learner pupils making progress toward proficiency.

7. Admissions Requirements

- a. Charter School shall submit a revised admissions preferences to comply with AB 1360.
- b. Weight of admission preferences must be described.

8. Academic Achievement

- a. During the approved charter term, ISSAC shall meet or exceed yearly academic goals and student outcomes detailed in the petition's LCAP.
- b. Over the 3-year charter term, Charter School to increase student achievement on state-mandated testing by a minimum of 5% each year in each area tested.