



REGULAR MEETING  
July 13, 2016  
11:00 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

Reverend Dr. Mark Davis  
St. Mark Presbyterian Church

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTIONS

(\*)AGENDA

Regular Meeting of July 13, 2016 - adoption

(\*)MINUTES

Regular Meeting of June 22, 2016 – approval

TIME CERTAIN

11:05 a.m.

1. Organizational Meeting

Orange County Superintendent, Al Mijares will administer the oath of office to Rebecca “Beckie” Gomez, Jack Bedell, and Ken Williams

2. Election of Officers – Vice President Linda Lindholm will preside for the election of President of the Board. Board President will preside for the election of the Vice President of the Board

(\*)

3. Nominate and approve board member assignments for the 2016-17 fiscal year

PUBLIC COMMENTS

(30 minutes)

12:00 p.m.

Board Lunch Break

#### TIME CERTAIN

12:30 p.m.

4. Public Hearing/Charter School Initial Presentation: Global Business Academy– Kelly Gaughran, Administrator, Charter Schools will facilitate the public hearing

Discussion Format:

Global Business Academy (15 minutes)

Public Comments – Global Business Academy Only (30 minutes)

Board Questions

#### CONSENT CALENDAR

- (\*) 5. Approve granting of a diploma to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division

#### STAFF RECOMMENDATIONS

- (\*) 6. Approve new Board meeting dates for January 2016 through June 2017 and confirm previously approved Board meeting dates
- (\*) 7. Approve the start time of 10:00 a.m. for all Orange County Board of Education meetings
- (\*) 8. Approve the Agreement between Orange County Academy of Sciences and Arts and Orange County Board of Education and designate the Associate Superintendent to sign the Agreement on behalf of OCBE
- (\*) 9. Approve the material revision to the College and Career Preparatory Academy (CCPA) petition adjusting site locations to meet student needs

#### BOARD RECOMMENDATIONS

- (\*) 10. Approval for the Board to retain outside legal counsel to render a second opinion on the Board's jurisdiction to hear the appeal of Global Business Academy and alternative legal actions available to Global Business Academy (Boyd)
- (\*) 11. Approve resolution 21-16: Declaring Support for a New State School Bond on the 2016 Ballot (Lindholm)

July 13, 2016

- (\*) 12. Approve travel for CCBE Executive Committee and Delegate Assembly member as requested by Board Member (Bedell)
- (\*) 13. Approve disbursement of funds for Orange County Board of Education professional organizations memberships for 2016-17 fiscal year
- (\*) 14. Approve registration and travel for Board Members to attend education related events/meetings sponsored by ACSA, CCBE, CCSA, CSBA, NSBA, and OCSBA, effective July 1, 2016 for the 2016-17 fiscal year
- (\*) 15. Approve board conference attendance cash advances for the 2016-17 fiscal year

### INFORMATION ITEMS

#### ANNOUNCEMENTS

- Superintendent
- Associate Superintendent

#### COMMUNICATION/INFORMATION/DISCUSSION

- Charter School Update

#### Legislative Updates

- CSBA Update
- CCBE Update
- NSBA Update
- Capitol News Update
- School Services Update

#### BOARD MEMBER COMMENTS

- Board Policy on Public Comments (Boyd)

#### EXECUTIVE COMMITTEE REPORT

### PUBLIC COMMENTS

(15 minutes)

### ADJOURNMENT

Adjourned in the Memory of Marian Bergeson in recognition of her lifelong commitment to the education of children throughout California

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Nina Boyd  
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, August 3, 2016 at 11:00 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 Phouangvankham, Board Clerk at (714) 966.4012.

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



MINUTES  
Regular Meeting  
June 22, 2016



ORANGE COUNTY BOARD OF EDUCATION  
MINUTES

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order at 10:06 a.m., June 22, 2016 in the Board Room, 200 Kalmus Drive, Costa Mesa, California.

INVOCATION

Pastor Dave Smith  
The Sanctuary Church  
102 E. Baker  
Costa Mesa, CA 92626

PLEDGE OF ALLEGIANCE

Tom Pollitt

ROLL CALL

Present:  
Linda Lindholm  
Jack Bedell  
Ken Williams

Absent:  
David Boyd  
Robert Hammond

ADJOURN TO SPECIAL COMMITTEE MEETING

The Board adjourned the Board of Education Regular Meeting to hold the meeting of the Ad Hoc Committee from 10:10 a.m. to 10:40 a.m.

Trustee Lindholm reported no action was taken at the Ad Hoc Committee meeting.

INTRODUCTIONS

There were no introductions.

AGENDA

Motion by Williams, seconded by Bedell, and carried by a vote of 3-0 (Hammond and Boyd absent) to approve the agenda of the June 22, 2016 board meeting

MINUTES

Motion by Williams, seconded by Bedell, and carried by a vote of 3-0 (Hammond and Boyd absent) to approve the minutes from the June 8, 2016 board meeting

Board member joins meeting

Trustee Boyd joins the board meeting at 10:46 a.m.

## PUBLIC COMMENTS

- Christian Khan – Yorba Linda
- Susi Khan – Yorba Linda
- Gloria Pruyne – Fountain Valley
- David Whitley – Irvine

## CONSENT CALENDAR

Motion by Williams, seconded by Boyd, and carried by a vote of 4-0 (Hammond absent) to approve the Consent Calendar

3. Approve granting of a diploma to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division
4. Accept financial contributions to support the Jack R. Hammett Memorial Day Essay Contest from Trustee David Boyd, Trustee Linda Lindholm, and Trustee Ken Williams on behalf of the Orange County ACCESS program and send a letter of appreciation to the donors
5. Accept donation of \$250 on behalf of the Special Education Service Division, Administrative Unit V, University High School DHH Program and send a letter of appreciation to the donor

## STAFF RECOMMENDATIONS

6. Motion by Bedell, seconded by Boyd, and carried by a vote of 3-1-0 (Williams voted no, Hammond absent) to adopt the Orange County Department of Education Local Control Accountability Plan for 2016-2019
7. Motion by Boyd, seconded by Bedell, and carried by a vote of 3-1-0 (Williams voted no, Hammond absent) to approve OCDE budget for the 2016-17 fiscal year by July 1, 2016 as required by State regulations

## INFORMATION ITEMS

### ANNOUNCEMENTS

Superintendent

- Gold Ribbon award
- El Sol Charter – 15<sup>th</sup> year anniversary
- Santa Ana College – opened up a new science center

Associate Superintendent

- Staff will provide updates on all charter schools authorized by the Board at the next board meeting
- The next board meeting is on July 13, 2016 at 11:00 a.m.
  - The submission deadline is June 29, 2016

- OCDE will be closed on July 4<sup>th</sup>
- OCDE office hours June 20<sup>th</sup> through August 26<sup>th</sup> - 8:00 a.m. to 4:00 p.m.
- July 13<sup>th</sup> board meeting - add a board action item to change the start time to 10:00 a.m. for all regular board meetings

#### BOARD MEMBER COMMENTS

-Trustee Lindholm requested staff draft a letter of support and resolution declaring support for the state school bond on the 2016 ballot

#### Recess

The Board took a recess from 11:14 a.m. to 11:30 a.m.

#### TIME CERTAIN

1. Special Presentation – Renee Hendrick, Associate Superintendent, Administrative Services facilitated the recognition of OCDE Employees of the Month for 2015-16; Employees with 25 Years of Service or more, Academic Achievement, and 2015-16 Retirees
2. Special Presentation – Ellin Chariton, Executive Director, School and Community Services Division facilitated the recognition of Cox Communications as a collaborative partner and Andrea Ramos, Teacher, Brea Olinda High School for being named California's Cox Conserves Orange County Hero

#### ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of June 8, 2016, was declared ended at 11:48 a.m.

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Nina Boyd  
Assistant Secretary, Board of Education

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Robert Hammond  
President, Board of Education

Next Regular Board Meeting, Wednesday, July 13, 2016, 11:00 a.m. - The meeting will be held in the Board Room at 200 Kalmus Drive, Costa Mesa, CA.

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**ORANGE COUNTY BOARD OF EDUCATION  
2016-2017  
BOARD MEMBER ASSIGNMENTS**

Assignment	2015-16 Fiscal Year	2016-17 Fiscal Year
Executive Committee (monthly)	Hammond Lindholm	
CCBE Board of Directors (3 meetings)	Bedell	
CSBA Delegate Assembly (2 year term/elected by OCDE for CCBE/ Bedell- term expires 2017) (2 meetings)	Bedell	Bedell
Political Action Group Effort (PAGE)/Legislative (3 meetings)	Bedell	
OCSBA (3 ACSA/OCSBA dinner meetings; 4 Board of Directors Meetings; 3 Fiscal Seminars)	Bedell	
PTA Liaison (4 meetings)	Williams	

RECOMMENDATION:

Nominate and approve Board member assignments for the 2016-17 fiscal year

QDB

**ORANGE COUNTY BOARD OF EDUCATION**

**BOARD AGENDA ITEM**

DATE: July 6, 2016

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.

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**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 10-20 removed (CONFIDENTIAL STUDENT INFORMATION)



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: July 13, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Darou Phouangvankham, Recording Clerk  
SUBJECT: Board Meeting Dates

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I. New Board Meeting Dates:

Wednesday, January 11, 2017  
Wednesday, February 8, 2017  
Wednesday, March 8, 2017  
Wednesday, April 5, 2017  
Wednesday, May 10, 2017  
Wednesday, June 7, 2017  
Wednesday, June 21, 2017

II. Established Board Meeting Dates

Wednesday, July 13, 2016  
Wednesday, August 3, 2016  
Wednesday, September 14, 2016  
Wednesday, October 12, 2016 (change to October 5, 2016 due to religious holiday)  
Wednesday, November 16, 2016  
Wednesday, December 14, 2016

RECOMMENDATION:

- I. Approve new Board Meeting dates January through June 2017  
II. Confirm all established Board Meeting dates June through December 2016

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Date, time, and location of Board meetings subject to change by Board order

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ORANGE COUNTY BOARD OF EDUCATION

**BOARD AGENDA ITEM**

DATE: July 13, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Darou Phouangvankham, Board Clerk  
SUBJECT: Board meeting start time

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RECOMMENDATION:

Approve the start time of 10:00 a.m. for all Orange County Board of Education meetings





ORANGE COUNTY BOARD OF EDUCATION

**BOARD AGENDA ITEM**

DATE: June 8, 2016

TO: Nina Boyd, Associate Superintendent

FROM: Kelly Gaughran, Administrator  
Aracely Chastain, Coordinator

SUBJECT: Orange County Academy of Sciences and Arts – Agreement

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DESCRIPTION:

On February 10, 2016, the Orange County Board of Education approved the Orange County Academy of Sciences and Arts charter school petition. The Resolution to Approve Charter Petition for OCASA states that the petition is approved with the understanding that OCASA will enter into an Agreement that addresses the operational relationship between the school, the Board, and the Orange County Department of Education. The OCASA board approved and signed an Agreement on June 7, 2016.

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RECOMMENDATION:

Approve the Agreement between Orange County Academy of Sciences and Arts and Orange County Board of Education and designate the Associate Superintendent to sign the Agreement on behalf of OCBE.

Enclosures

**AGREEMENT  
BETWEEN  
ORANGE COUNTY BOARD OF EDUCATION  
AND  
ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS, INC.  
FOR THE OPERATION OF  
ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS**

This Agreement is made and entered into this 13 of July, 2016 by and between the Orange County Board of Education ("Board") and Orange County Academy of Sciences and Arts, Inc., a nonprofit public benefit corporation operating the Orange County Academy of Sciences and Arts (hereinafter collectively referred to as "Charter School").

Hereinafter, the Board and Charter School shall be collectively referred to as "the parties," and the Board-designated staff of the Orange County Superintendent of Schools ("County Superintendent") shall be referred to as "OCDE."

**I. INTRODUCTORY PROVISIONS**

- A. The Board approved the petition of Charter School, filed on appeal from a district-denied petition for a five-year period beginning on **July 1, 2016** through **June 30, 2021**, with specific conditions placed upon opening and operations, including entering into this Agreement.
- B. Orange County Academy of Sciences and Arts, 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 Orange County Academy of Sciences and Arts, Inc. as they pertain to Orange County Academy of Sciences and Arts are and remain consistent with the Charter School's Act, all applicable laws and regulations, provisions of the charter, and this Agreement.
- 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. Provisions of this Agreement that augment the provisions of the charter shall not be considered inconsistent with the charter.

**II. TERM OF AGREEMENT**

- A. This Agreement is effective from the date upon which it is approved by the parties for the term of the charter, shall be reviewed at least annually but no later than **October 1**, and may be amended at any time with written mutual agreement of the parties. The parties agree that this document may be amended as required by applicable laws and regulations.
- B. Any modification of this Agreement must be in writing, and 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. Likewise, modifications to any appendices, exhibits, or materials incorporated herein by reference may only take effect if approved by the Board and agreed upon by Charter School except where necessary to comply with changes in law or implementing regulations.
- C. 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.

### III. FULFILLING CHARTER TERMS

#### A. Governance

1. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as they may be amended or added during the term of the charter, including the Public Records Act, Political Reform Act, all applicable conflict of interest laws, federal and state nondiscrimination laws and regulations, and prohibitions against unauthorized student fees.

#### B. Educational Program

1. 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.
2. 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.
3. 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.
4. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA 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.

#### C. Fiscal Operations

1. Charter School will be directly funded in accordance with Education Code section 47630 *et seq.* Charter School's general purpose entitlement will be calculated in accordance with Education Code section 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 establish a fiscal plan for repayment of any loans received by Charter School 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.

#### 4. Fiscal Agent

- a. The parties agree that neither the Board nor OCDE shall act as fiscal agent for Charter School. It is agreed that the 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 bank or credit union. Charter School acknowledges and agrees that under this provision, any bank records are subject to disclosure to OCDE.

#### 5. Student Attendance Accounting and Reporting

No later than **July 1, 2016**, 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.

#### 6. Oversight Fees

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

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, not just those directly related to



## 7. Insurance and Liability

- a. 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. The Charter School shall forward any written notice to OCDE 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, OCBE and the County Superintendent.
- b. 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 caused by 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.
- c. 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.
- d. Inquiries or Requests for Information: Charter School shall immediately inform OCDE regarding any third-party inquiries by a government and/or regulatory agency.

## D. Human Resources

1. 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.

#### E. Contracts

1. Charter School shall ensure that all contracts for goods and services comply with the criteria noted in Title V, section 11967.5.1. 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, Charter School shall specify how prompt responses to reasonable inquiries for records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code section 47604.3.
2. 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.
3. Charter/Education Management Contracts: The Board will review and must approve any charter/education management contract (C/EMO) prior to Charter School entering into the contract.

#### F. Facilities Agreement

1. No later than **August 1, 2016**, 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 at least the first year of Charter School's operation, and evidence that the facility will be adequate for Charter School's needs. A pre-opening site visit will be conducted by OCDE prior to opening of Charter School. Once open, Charter School may change facilities only with prior approval of the Board, which shall not be unreasonably withheld. Following an approved revision to the charter, OCDE will, without unreasonable delay, conduct 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.

#### G. 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 future state law. The facility must meet all applicable health and fire code requirements and zoning laws, in accordance with Education Code section 47610. An OCDE site review of Charter School's facilities will confirm, through documentation maintained by Charter School, that the facilities are clean, safe, American Disabilities Act (ADA) and Section 504 of the Rehabilitation Act compliant, and have the necessary local approvals to operate. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district. 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, should a dispute arise under this section, to meet to attempt to resolve any concerns within ten calendar days of the dispute.

**IV. 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.

**V. 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.

**VI. 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.

**VII. NONDISCRIMINATION**

The parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, including agreement that the Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200 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.

**VIII. 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 Orange County Academy of Sciences and Arts, Inc./Orange County Academy of Sciences and Arts at:  
Kapil Mathur  
2919 Canto de los Ciervos  
San Clemente, CA 92673

**VIII. 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.

**IX. 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:

- (a) The Charter and Agreement.
- (b) Documents incorporated by reference to the Agreement.
- (c) The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as the charter school, as applicable.

For Orange County Academy of Sciences and Arts, Inc./  
Orange County Academy of Sciences and Arts:

For the Board:

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

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

\_\_\_\_\_

\_\_\_\_\_





ORANGE COUNTY BOARD OF EDUCATION

**BOARD AGENDA ITEM**

DATE: June 20, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Kelly Gaughran, Administrator  
Aracely Chastain, Coordinator  
SUBJECT: College and Career Preparatory Academy – Material Revision

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DESCRIPTION:

On June 17, 2015, the Orange County Board of Education approved the College and Career Preparatory Academy (CCPA). To better meet the geographic and employment needs of students, CCPA is requesting a material revision to the charter petition to adjust the locations identified to open in Phases 1 and 2 in the charter petition, and to add a location at the South Coast Regional Occupational Program facility in San Juan Capistrano.

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RECOMMENDATION:

Approve the material revision to the College and Career Preparatory Academy (CCPA) petition adjusting site locations to meet student needs

Enclosure



# College and Career Preparatory Academy



Dear Ms. Gaughran,

I am writing you to request a material revision to the College and Career Preparatory Academy (CCPA) charter school petition. Due to the residences of the students enrolling in the CCPA, as well as the geographical proximity to key partners and workforce opportunities for our students, it is necessary to make adjustments to the initial school sites identified in Phases 1 and 2 of the petition. In addition, we plan to open school sites at the Wilshire Education Center, South Anaheim Education Center and at the South Coast Regional Occupational Program facility to offer CCPA students a school site conveniently located within a Regional Occupational Program.

The following sites are now open or identified to open in Phase 1:

**Phase 1:**

Center for Opportunity, Re-entry and Education (CORE) – 2823 S. Bristol, Santa Ana, CA 92704  
17<sup>th</sup> Street and Ross – 509 W. 17<sup>th</sup> Street, Santa Ana, CA 92706  
Harbor Education Center – 607 S. Harbor Blvd., Anaheim, CA 92805  
South Coast Regional Occupation Program facility – 31522 El Camino Real, San Juan Capistrano, CA 92675  
Wilshire Education Center -1715 E. Wilshire Ave., Suite 714, Santa Ana, CA 92705  
South Anaheim Education Center – 313 W. Cerritos Ave., Anaheim, CA 92805

The following sites are now identified to open in Phase 2:

**Phase 2: Expansion dependent upon enrollment needs.**

Harbor Learning Center – 15872 S. Harbor Blvd., Fountain Valley, CA 92708  
La Habra Education Center – 1261 S. Harbor Blvd., La Habra, CA 90631  
Haster Education Center – 12918 Haster Street, Garden Grove, CA 92840  
Fountain Valley Education Center – 9555 Garfield Ave., Fountain Valley, CA 92708  
Grand Avenue Education Center – 2428 N. Grand Ave., Santa Ana, CA 92705  
San Juan Education Center – 31894 Plaza Drive, San Juan Capistrano, CA 92675  
Euclid Learning Center – 14351 Euclid Ave., Garden Grove, CA 92843  
Placentia Education Center – 5223 Orangethorpe Ave., Anaheim, CA 92806  
Anaheim West – 2929 W. Ball Rd., Anaheim, CA 92804  
Southwest Anaheim Education Center - 1895 W. Katella Ave., Anaheim, CA 92804  
Mission Viejo Education Center – 23436 Madero, Mission Viejo, CA 92691

Upon approval by the Board, the charter petition will be revised to reflect these site changes. Thank you for your consideration. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

David Connor

Principal

College and Career Preparatory Academy

(714) 796-8795



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: July 13, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: David Boyd, Trustee, District 2  
SUBJECT: Second Opinion from Outside Legal Counsel

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DESCRIPTION:

At the June 8th meeting the Board voted to accept the appeal of the Global Business Academy. In as much as the Board's attorney is of the opinion the Board does not have the jurisdiction to hear the appeal, should the Board seek an opinion of outside legal counsel before voting to approve or deny the charter petition?

In the case of Wells v. One2One Learning Foundation, 39 Cal. 4th 1764, L202, (2006) a California Court of Appeal found that charter schools and their chartering districts can be subject to a cause of action under the California False Claims Act.

In a worst case scenario, if in the future a court would find that the Board had no jurisdiction to approve the charter, the charter could be deemed invalid and the Orange County Department of Education could be required to return millions dollars received by Global Business Academy.

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RECOMMENDATION:

Approval for the Board to retain outside legal counsel to render a second opinion on the Board's jurisdiction to hear the appeal of Global Business Academy and alternative legal actions available to Global Business Academy (Boyd)



ORANGE COUNTY BOARD OF EDUCATION

**BOARD AGENDA ITEM**

DATE: July 13, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Linda Lindholm, Trustee, District 5  
SUBJECT: Resolution #21-16: Declaring Support for a New State School Bond on the 2016 Ballot

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RECOMMENDATION:

Approve resolution 21-16: Declaring Support for a New State School Bond on the 2016 Ballot

# LEGISLATIVE POSITION

Proposition 51: School Bonds, Funding for K-12 School and Community College Facilities, Initiative Statutory Amendment

POSITION:      Support ☒      Oppose ☐

## SUMMARY OF BILL

School Bonds, Funding for K-12 School and Community College Facilities, Initiative Statutory Amendment:

- Authorizes \$9 billion in general obligation bonds
- Bars amendment to existing authority to levy developer fees to fund school facilities, until new construction bond proceeds are spent or December 31, 2020, whichever is earlier
- Bars amendment to existing State Allocation Board process for allocating school construction funding, as to these bonds
- Appropriates money from the General Fund to pay off bonds

The proceeds from the \$9 billion in bonds proposed by this initiative would be stored in a 2016 State School Facilities Fund and a 2016 California Community College Capital Outlay Bond Fund. Proceeds would be allocated for the following purposes:

- \$3 billion for the construction of new school facilities
- \$1 billion charter schools and vocational education facilities
- \$3 billion for the modernization of school facilities
- \$2 billion for community college facilities

## REASONS FOR BILL

Education is a matter of statewide concern, and California must prepare its students to compete in a global economy. This measure will ensure that California counties with growing student populations will have adequate classrooms. Proposition 51 will:

- Fund all projects on the true unfunded list
- Fund all eligible modernization projects on the acknowledged list
- Fund all eligible new construction projects on the acknowledged list
- Fund approved Community College projects
- Provide state matching funds for eligible local school bond funded projects from 2010, 2012, 2014, 2016 to 2018
- Fund eligible career technical education facilities
- Fund eligible charter school facilities

I, \_\_\_\_\_ President, Board of Education of Orange County, California hereby certify that the foregoing Position was duly and regularly adopted by the said Board at a regular meeting thereof held on the 13<sup>th</sup> day of July 2016 and passed by a \_\_\_\_\_ vote of said Board Members present.

IN WITNESS THEREOF, I have hereunto set my hand and seal on the 13<sup>th</sup> day of July 2016.

\_\_\_\_\_, President  
Orange County Board of Education

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

**Resolution Declaring Support for a New State School Bond on the 2016 Ballot**

**WHEREAS**, the California Constitution finds public education is a state responsibility in Article IX Section 5; and

**WHEREAS**, Article 1 Section 28 states that public schools shall be safe, secure and peaceful; and

**WHEREAS**, county offices of education are a critical part of the education infrastructure, serving a diverse population of students that typically require specialized facilities, smaller classes, and additional support services; and

**WHEREAS**, the state has previously met its constitutional responsibilities through the state funding match of the School Facility Program contained in Division 1, Part 10, Article 12.5 of the Education Code; and

**WHEREAS**, the California unemployment rate is greater than the national unemployment rate; and

**WHEREAS**, the School Facility Program, if funded with state school bonds, provides for career technical education facilities to provide career technical job training to meet the trained workforce needs of California's employers; and

**WHEREAS**, The School Facility Program is out of funds and cannot provide the state match for almost \$2 billion in projects filed under current law; and

**WHEREAS**, 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment; and

**WHEREAS**, these jobs include almost all building trades and the jobs will be in all parts of California; and

**WHEREAS**, the new Local Control Funding Formula and Local Control Accountability Plan are intended to improve educational achievement for all students but do not include facilities proven to help ensure academic success; and

**WHEREAS**, all students, including those served by county offices of education, deserve equal access to 21<sup>st</sup> century learning environments; and

**WHEREAS**, the state has played an important role in helping school districts to construct and modernize their facilities and make progress toward 21<sup>st</sup> century learning environments, with county offices of education receiving over \$1 billion funds under the School Facility Program; and

**WHEREAS**, there are currently in excess of \$246,250,861 dollars of new construction applications from Orange County school districts; and

**WHEREAS**, there are currently in excess of \$30,241,504 dollars of modernization applications from Orange County school districts; and

**WHEREAS**, county offices of education do not have the authority to issue local bonds and often lack local resources for facilities funding; and

**WHEREAS**, the Orange County Department of Education has Community School #9 in the unfunded pipeline as an identified financial hardship project of \$8,081,118 dollars; and

**WHEREAS**, state school bonds do not raise state taxes;

**NOW, THEREFORE BE IT RESOLVED**, the Orange County Board of Education hereby finds and declares that it supports placing a new state school bond on the 2016 ballot to allow the citizens the opportunity to decide if the state partnership should be funded through a new state school bond.

**AYES:**

**NOES:**

**ABSENT:**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

I, \_\_\_\_\_, President of the Board of Education of Orange County, California, hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 13<sup>th</sup> day of July 2016 and passed by a vote of \_\_\_\_\_.

**IN WITNESS THEREOF**, I have hereunto set my hand and seal this 13<sup>th</sup> day of July 2016.

\_\_\_\_\_  
Orange County Board of Education





# NEWS RELEASE

CALIFORNIA SECRETARY OF STATE ALEX PADILLA

AP16:093

FOR IMMEDIATE RELEASE

July 2, 2016

CONTACT: Sam Mahood

(916) 653-6575

## CORRECTION: Proposition Numbers for November Ballot Measures

**SACRAMENTO** – The Secretary of State's office has issued a corrected list of proposition numbers for the legislative, initiative, and referendum measures set to appear on the November 8, 2016, General Election ballot.

After further review of the language in SB 254 and legislative intent, the Secretary of State's office is reinstating the original ballot order and numbering released in our first press release issued on Friday, July 1 at 1:09 pm. SB 254 will be Proposition 59. We apologize for any inconvenience.

*Section 5 (b) of SB 254 states: Notwithstanding Section 13115 of the Elections Code, Section 4 of this act and any other measure placed on the ballot by the Legislature for the November 8, 2016, statewide general election after the 131-day deadline set forth in Section 9040 of the Elections Code shall be placed on the ballot, following all other ballot measures, in the order in which they qualified as determined by chapter number.*

The corrected and complete list of propositions, along with their Legislative Counsel's digest or the Attorney General's official circulating title and summary, are listed below.

### Proposition 51

**School Bonds. Funding for K-12 School and Community College Facilities. Initiative Statutory Amendment.** Authorizes \$9 billion in general obligation bonds: \$3 billion for new construction and \$3 billion for modernization of K-12 public school facilities; \$1 billion for charter schools and vocational education facilities; and \$2 billion for California Community Colleges facilities. Bars amendment to existing authority to levy developer fees to fund school facilities, until new construction bond proceeds are spent or December 31, 2020, whichever is earlier. Bars amendment to existing State Allocation Board process for allocating school construction funding, as to these bonds. Appropriates money from the General Fund to pay off bonds. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local government: **State General Fund costs of \$17.6 billion to pay off principal (\$9 billion) and interest (\$8.6 billion) on bonds over a period of 35 years. Annual payments would average \$500 million. Annual payments would be relatively low in the initial and final few years and somewhat higher in the intervening years.** (15-0005.)

### Proposition 52

**State Fees on Hospitals. Federal Medi-Cal Matching Funds. Initiative Statutory and Constitutional Amendment.** Increases required vote to two-thirds for the Legislature to amend





ORANGE COUNTY DEPARTMENT OF EDUCATION

BOARD AGENDA ITEM

DATE: July 13, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Darou Phouangvankham, Board Recording Clerk  
SUBJECT: Board Travel

Permission is hereby requested for Board Member to attend the following meetings, not to exceed 10 nights.

(CCBE) California County Boards of Education (Total of 5 meetings)  
Sacramento, CA – July 1, 2016 thru June 30, 2017

John Bedell	Airfare, Taxi, Shuttle Parking, Mileage	705.00
(2 nights per trip)	Lodging and Meals	<u>595.00</u>
(Exec. Comm/Delegate Assembly)	TOTAL	*\$1300.00

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RECOMMENDATION:

Approve travel for CCBE Executive Committee and Delegate Assembly member as requested by Board Member.

NB:dp

\*Note: Expenses are partially reimbursed by CCBE

**All travel must be in accordance with OCDE's Policy and Procedures Manual, Business Services, Section III.**



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: July 13, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Darou Phouangvankham, Board Recording Clerk  
SUBJECT: Board Memberships – 2016-2017

<b>ACSA Educational Institution Service</b>	<b>\$880.00</b>
<b>California Charter Schools Association</b>	<b>\$500.00</b>
<b>California School Boards Association</b>	
CSBA Membership dues	\$8,915.00
Ed. Legal Alliance dues	\$2,229.00
California County Boards of Education	\$3,870.00
	<b>\$15,014.00</b>
<b>National School Boards Association</b>	<b>\$8,250.00</b>
<b>Orange County School Boards Association</b>	<b>\$125.00</b>
<b>2016-17 PTA Membership</b>	<b>\$50.00</b>
	<hr/>
<b>TOTAL</b>	<b>\$24,819.00</b>

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RECOMMENDATION:

Approve disbursement of funds for Orange County Board of Education professional organizations memberships for 2016-17 fiscal year

NB:dp



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: July 13, 2016

TO: Nina Boyd, Associate Superintendent

FROM: Darou Phouangvankham, Board Recording Clerk

SUBJECT: Registration and Travel for Board Members

In accordance with specified statutory regulations, County Board Members are reimbursed for expenses incurred when attending education related events/meetings. In order to simplify these reimbursement procedures, it is requested that approval be given for advance payment of fees as required by meeting sponsor.

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RECOMMENDATION:

Approve registration and travel for Board Members to attend education related events/meetings sponsored by ACSA, CCBE, CCSA, CSBA, NSBA, and OCSBA, effective July 1, 2016 for the 2016-17 fiscal year

NB:dp



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: July 13, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Darou Phouangvankham, Board Recording Clerk  
SUBJECT: Cash Advances for Board Members

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RECOMMENDATION:

Approve Board conference attendance cash advances for the 2016-17 fiscal year. Cash advances must meet the following criteria:

- Board travel must be pre-approved
- Request must be originated by the Board Member
- Advance amount is limited to no more than 75% of expenses the traveler estimates he/she will have to pay out of pocket while traveling

NB:dp