



REGULAR MEETING
October 5, 2016
10:00 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 October 5, 2016 - adoption

(*)MINUTES

Regular Meeting of September 14, 2016 – approval

PUBLIC COMMENTS

(30 minutes)

TIME CERTAIN

1. Charter Submission(s) – Kelly Gaughran, Administrator, Charter Schools will facilitate

CONSENT CALENDAR

(*)

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

(*)

3. Accept donation of \$500 gift card on behalf of the Special Education Services Division, Trident Special Classes and send a letter of appreciation to the donor

STAFF RECOMMENDATIONS

- (*) 4. Adopt Resolution #23-16 identifying the Gann actual appropriations limit for 2015-16 and the Gann estimated appropriations limit for 2016-17
- (*) 5. Approve the Agreement between the OCBE and Citrus Springs Charter School, and designate the Associate Superintendent to sign the Agreement on behalf of the OCBE

TIME CERTAIN (continue)

- 10:45 a.m. 6. Interdistrict Appeal Hearing (closed) – Student #10052016I001 – Santa Ana Unified School District to Irvine Unified School District
- Dr. Jami Parsons, Manager, Instructional Services Division, will facilitate the hearing.
- 11:30 a.m. 7. Interdistrict Appeal Hearing (closed) – Student #10052016I002 – Anaheim Union High School District to Huntington Beach Union High School District
- Dr. Jami Parsons, Manager, Instructional Services Division, will facilitate the hearing.
- Board Lunch Break
- 1:00 p.m. 8. Interdistrict Appeal Hearing (closed) – Student #10052016I003 – Anaheim Union High School District to Los Alamitos Unified School District
- Dr. Jami Parsons, Manager, Instructional Services Division, will facilitate the hearing.
- 1:45 p.m. 9. Interdistrict Appeal Hearing (closed) – Student #10052016I004 – Anaheim Union High School District to Placentia-Yorba Linda Unified School District
- Dr. Jami Parsons, Manager, Instructional Services Division, will facilitate the hearing.

- 2:30 p.m. 10. Interdistrict Appeal Hearing (closed) – Student #10052016I005 – Anaheim Union High School District to Garden Grove Unified School District

Dr. Jami Parsons, Manager, Instructional Services Division, will facilitate the hearing.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant Exposure to Litigation against the Orange County Board of Education and Orange County Superintendent of Schools pursuant to Government Code section 54956.9(b)(one potential case)

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Whitley v. Orange County Department of Education, Case No. 30-2016-00848471-CU-JR-CJC
Government Code section 54956.9(a)

BOARD RECOMMENDATIONS

- (*) 11. Approve the amended board policy #100-7: Posting to the Internet (Lindholm)

INFORMATION ITEMS

BOARD DISCUSSION ITEMS

ANNOUNCEMENTS

- Superintendent
- Associate Superintendent

COMMUNICATION/INFORMATION/DISCUSSION

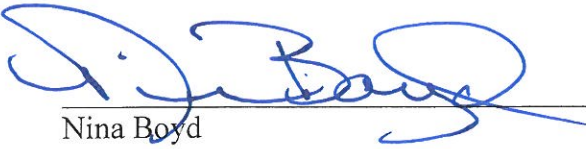
- Legislative Updates
- CSBA Update
 - CCBE Update
 - NSBA Update
 - Capitol News Update
 - School Services Update

BOARD MEMBER COMMENTS

EXECUTIVE COMMITTEE REPORT

PUBLIC COMMENTS (15 minutes)

ADJOURNMENT



Nina Boyd
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, November 16, 2016 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

JB

MINUTES
Regular Meeting
September 14, 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., September 14, 2016 in the Board Room, 200 Kalmus Drive, Costa Mesa, California.

INVOCATION

Pastor Ryan Miller
For His Glory Community Church

PLEDGE OF ALLEGIANCE

Nina Boyd, Associate Superintendent

ROLL CALL

Present:
David Boyd
Jack Bedell
Linda Lindholm
Rebecca "Beckie" Gomez
Ken Williams (via telecommute)

INTRODUCTIONS

There were no introductions.

AGENDA

Motion by Boyd, seconded by Bedell, and carried by a vote of 5-0 by roll call to approve the agenda of the September 14, 2016 board meeting

MINUTES

Motion by Boyd, seconded by Bedell, and carried by a vote of 5-0 by roll call to approve the minutes from the August 3, 2016 board meeting

PUBLIC COMMENTS

- Brad Dacus – Rancho Santa Margarita
- Scott Walsh – Oceanside
- Ruth Ramirez – Costa Mesa
- Bev Berryman – Fullerton
- Eva Weisz – Huntington Beach

TIME CERTAIN

1. Charter Submission(s) – there were no charter submissions at this meeting

CONSENT CALENDAR

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

STAFF RECOMMENDATIONS

3. Motion by Williams, seconded by Bedell, and carried by a vote of 5-0 by roll call to adopt Resolution # 25-16 in support of October 23-29, 2016, as Orange County's Red Ribbon Week campaign, and encourage all community members to promote alcohol, tobacco, and other drug prevention education programs and activities, and send copies of this resolution to school districts in Orange County
4. Motion by Williams, seconded by Bedell, and carried by a vote of 5-0 by roll call to approve apportionment of Federal Forest Reserve receipts in the amount of \$62,832.58
5. Motion by Williams, seconded by Boyd, and carried by a vote of 5-0 by roll call to approve the material revisions to Unity Middle College High School charter concerning the start date of the school which was approved for 2016-17. Unity Middle College High School is requesting a 2017-18 opening.
6. Motion by Williams, seconded by Boyd, and carried by a vote of 5-0 by roll call to approve the material revisions to Oxford Preparatory Academy (OPA) charter school petition and bylaws removing the sole statutory member and terminating all business contracts between Edlighten and OPA

BOARD RECOMMENDATIONS

11. Motion by Williams, seconded by Lindholm, and carried by a vote of 4-1 (Boyd voted no) by roll call to approve resolution #24-16, an Oppose Position on Proposition 64: Marijuana Legalization

CLOSED SESSION

Ron Wenkart, General Counsel provided information to the public regarding the two closed session items on the agenda:

(1) The litigation Whitley vs. Orange County Department of Education; and

(2) A potential litigation: The Board received a letter from an organization requesting that the Board immediately stop scheduling invocations at its meetings, that the Board removes the words "In God We Trust" from the board room and refrain from adopting resolutions to religion in the future.

The Board went into closed session from 10:50 a.m. to 11:10 a.m. to discuss the first item regarding the litigation Whitley vs. Orange County Department of Education.

Ron Wenkart, General Counsel, reported no action was taken in the matter of Whitley vs. Orange County Department of Education.

TIME CERTAIN (continue)

7. OCDE Charter Petition Review Team Recommendation – Global Business Academy - Kelly Gaughran, Administrator, Charter Schools, facilitated.
 - Global Business Academy – presentation conducted by Catherine Sanchirico
 - Staff Report – presented by Aracely Chastain, Coordinator, Charter Schools, OCDE

PUBLIC COMMENTS (continue)

- Wendy Garcia – Global Business Academy
- April Blanchard – Global Business Academy
- Donovan Higbee – Global Business Academy
- Claire Friend – Global Business Academy
- Janice Kimble – Global Business Academy
- Heidi Crowley – Capistrano USD
- Heidi Landgraff – Global Business Academy
- Amanda Valles – Global Business Academy
- Angi Hansen – Global Business Academy
- Leslie McCabe – Global Business Academy
- Susan Mas – Global Business Academy
- Tim Whitacre – Global Business Academy
- Bob Lowen – Global Business Academy
- Miles Durfee – Global Business Academy

TIME CERTAIN (continue)

8. Motion by Williams to approve the Global Business Academy charter school petition as written, without conditions (Option I)

Motion to approve option I failed due to lack of a second

Motion by Williams, seconded by Lindholm to conditionally approve the Global Business Academy charter school petition (Option II): This action would result in the charter petition being conditionally approved and requiring the execution of an Agreement that addresses the issues outlined in the Staff Report and Proposed Findings of Fact

Motion to approve option II failed by a vote of 2-3 (Boyd, Bedell, and Gomez voted no) by roll call

Motion by Boyd, seconded by Gomez, and carried by a vote of 3-2 (Lindholm and Williams voted no) by roll call to adopt the OCDE charter petition review team's recommendation regarding the Global Business Academy charter school petition and deny the charter petition (Option III)

Recess

The Board took a recess from 1:04 p.m. to 1:45 p.m.

Note

Following recess, due to technical difficulties, Trustee Williams was unable to reconnect back to the board meeting from 1:46 p.m. to 1:58 p.m.

INFORMATION ITEMS

ANNOUNCEMENTS

Superintendent

- Marian Bergeson Memorial Service
- OC United Way Rally for Change at the Fairmont on 9/7/16
- Love Them All Foundation Golf Tournament – October 17th at the Alta Vista Country Club

TIME CERTAIN (continue)

9. Orange County Department of Education Charter Petition Review Team Recommendation – Orange County Workforce Innovation High School – Kelly Barnes facilitated
 - Changes to the template were discussed, amended and approved by both parties representing the Orange County Department of Education and Orange County Workforce Innovation High School
10. Motion by Bedell, seconded by Williams, and carried by a vote of 5-0 by roll call to approve the Agreement between the Orange County Board of Education and Orange County Workforce Innovation High School with amendments discussed in item #9 and designate the Associate Superintendent to sign the Agreement on behalf of OCBE

INFORMATION ITEMS (continue)

BOARD DISCUSSION ITEMS

-A discussion of the marketing and enrollment practices of Epic Charter School and when a Notice of Violation or Notice of Non-Compliance should be issued – discussed

PUBLIC COMMENTS (continue)

- Mike Matsuda – Superintendent, Anaheim Union High School District
- Michelle Anderson – California Charter Schools Association

CLOSED SESSION

The Board went into closed session from 2:44 p.m. to 3:08 p.m. regarding the letter received by the Board, requesting that the Board immediately stop scheduling invocations at its meetings, that the Board removes the words “In God We Trust” from the board room and refrain from adopting resolutions to religion in the future.

Ron Wenkart, General Counsel, reported no action taken in closed session.


INFORMATION ITEMS (continue)

Associate Superintendent

- The next board meeting is on October 5, 2016 at 10:00 a.m.
 - The submission deadline is September 21, 2016
- OCSBA Fiscal Seminar Workshop: Kevin Gordon, September 21st at 4:00 p.m. – RSVP to Darou
- OCSBA/ACSA Joint Dinner Meeting on October 5th, 5:30 p.m. – RSVP to Darou by September 28th
- Teacher of The Year – Tuesday, October 5th at 6:00 p.m., Disneyland Hotel Grand Ballroom – Invitation will be in the Friday folder
- Renee Hendrick, Associate Superintendent, Administrative Services reported on the Status of Negotiations for CSEA
- Modification to Security at OCDE
- September 30th Charter Schools training- OCDE and Charter Association

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of September 14, 2016, was declared ended at 3:18 p.m.



Nina Boyd
Assistant Secretary, Board of Education

Linda Lindholm
President, Board of Education

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 14, 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.

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 11-13 removed (CONFIDENTIAL STUDENT INFORMATION)

BB



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

DATE: September 16, 2016

TO: Nina Boyd, Associate Superintendent
Darou Phouangvankham, Sr. Executive Assistant

FROM: Dennis *DR* Roberson, Chief, Special Education Services

SUBJECT: Acceptance of Donation

Trident Special Classes of Special Education Services Division has the privilege of being the recipient of the following donation from Tamara Girdano's family. The donation is \$500 gift card to Walmart.

RECOMMENDATION:

Accept donation of \$500 gift card on behalf of the Special Education Service Division, Trident Special Classes and send a letter of appreciation to the donor.

DR:sc

JB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: October 5, 2016
TO: Nina Boyd, Associate Superintendent
FROM: Renee Hendrick, Associate Superintendent
SUBJECT: Gann Limits – Resolution # 23-16

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

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

Documentation used to compute the actual appropriations limit for 2015-16 and the estimated appropriations limit for 2016-17 is on file in the Administrative Services Division of the County Superintendent of Schools.

RECOMMENDATION:

Adopt Resolution #23-16 identifying the Gann actual appropriations limit for 2015-16 and the Gann estimated appropriations limit for 2016-17.

RH:sh

RESOLUTION FOR ADOPTING THE "GANN" LIMIT

(Normal, no increase to Limit pursuant to G.C. 7902.1

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

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

WHEREAS, the District must establish a revised Gann limit for the 2015-16 fiscal year and a projected Gann Limit for the 2016-17 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2015-16 and 2016-17 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2015-16 and 2016-17 fiscal years do not exceed the limitations imposed by Proposition 4;

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

PASSED AND ADOPTED by the Governing Board of the Orange County Department of Education, State of California, this 5th day of October 2016, by the following vote:

AYES:Members:

NOES:Members:

ABSENT:Members:

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Linda Lindholm, 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 regular meeting thereof held on the 5th of October 2016.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 5th day of October 2016.

Linda Lindholm, President
Orange County Board of Education

	2015-16 Calculations			2016-17 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	2014-15 Actual			2015-16 Actual		
(2014-15 Actual Appropriations Limit and Gann ADA are from county's prior year Gann data reported to the CDE)						
PRIOR YEAR APPROPRIATIONS LIMIT						
1. Program Portion of Prior Year Appropriations Limit (Preload/Line D16c, PY column)	107,204,302.39		107,204,302.39			93,939,779.20
2. Other Services Portion of Prior Year Appropriations Limit (Preload/Line D16d, PY column)			0.00			0.00
3. TOTAL PRIOR YEAR APPROPRIATIONS LIMIT (Lines A1 plus A2)	107,204,302.39	0.00	107,204,302.39			93,939,779.20
PRIOR YEAR GANN ADA						
4. Program ADA (Preload/Line B3, PY column)	3,370.02		3,370.02			2,806.74
5. Other ADA (Preload/Line B4, PY column)	478,402.45		478,402.45			474,803.37
ADJUSTMENTS TO PRIOR YEAR LIMIT AND ADA	Adjustments to 2014-15			Adjustments to 2015-16		
ADJUSTMENTS TO PRIOR YEAR LIMIT						
6. Reorganizations and Other Transfers						
7. Temporary Voter Approved Increases						
8. Less: Lapses of Voter Approved Increases						
9. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A6 plus A7 minus A8)			0.00			0.00
10. Adjustments to Program Portion (Lines A1 divided by A3] times Line A9)	0.00		0.00	0.00		0.00
11. Adjustments to Other Services Portion (Lines A9 minus A10)			0.00			0.00
ADJUSTMENTS TO PRIOR YEAR ADA						
(Only for reorganizations and other transfers, and only if adjustments to the appropriations limit amounts are entered in Line A6 or A10 above)						
12. Adjustments to Program ADA						
13. Adjustments to Other ADA						
B. CURRENT YEAR GANN ADA	2015-16 Annual Report			2016-17 Annual Estimate		
CURRENT YEAR PROGRAM ADA						
(2015-16 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the COE)						
1. Total County Program ADA (Form A, Line B1d)	2,754.22		2,754.22	2,236.00		2,236.00
2. Total Charter Schools ADA (Form A, Line C9)	52.52		52.52	264.00		264.00
3. Total Current Year ADA (Lines B1 through B2)	2,806.74	0.00	2,806.74	2,500.00	0.00	2,500.00
CURRENT YEAR OTHER ADA						
4. Total District Gann ADA (District Form GANN, Line B3)			474,803.37			478,870.34
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	2015-16 Actual			2016-17 Budget		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	557,485.57		557,485.57	557,485.00		557,485.00
2. Timber Yield Tax (Object 8022)	10.91		10.91	12.00		12.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	80,611,465.14		80,611,465.14	80,359,714.00		80,359,714.00
5. Unsecured Roll Taxes (Object 8042)	2,718,037.83		2,718,037.83	2,623,568.00		2,623,568.00
6. Prior Years' Taxes (Object 8043)	1,816,237.50		1,816,237.50	1,814,422.00		1,814,422.00
7. Supplemental Taxes (Object 8044)	2,066,301.66		2,066,301.66	1,919,577.00		1,919,577.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(202,885.53)		(202,885.53)	118,788.00		118,788.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Receipts from County Bd. of Supervisors (Object 8070)	0.00		0.00	0.00		0.00
11. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
12. Comm. Redevelopment Funds (Objects 8047 & 8625)	7,345,590.90		7,345,590.90	5,672,704.00		5,672,704.00
13. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
14. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
15. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8623) (Only those for the above taxes)	0.00		0.00	0.00		0.00
16. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	121,084.00		121,084.00	0.00		0.00
17. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C16)	95,033,327.98	0.00	95,033,327.98	93,066,270.00	0.00	93,066,270.00

	2015-16 Calculations			2016-17 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
18. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)						
19. TOTAL LOCAL PROCEEDS OF TAXES (Lines C17 plus C18)	95,033,327.98	0.00	95,033,327.98	93,066,270.00	0.00	93,066,270.00
EXCLUDED APPROPRIATIONS						
20. Medicare (Enter federally mandated amounts only from objs. 3301 and 3302; do not include negotiated amounts)			1,459,044.72			1,549,777.00
OTHER EXCLUSIONS						
21. Americans with Disabilities Act						
22. Unreimbursed Court Mandated Desegregation Costs						
23. Other Unfunded Court-ordered or Federal Mandates						
24. TOTAL EXCLUSIONS (Lines C20 through C23)			1,459,044.72			1,549,777.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
25. LCFF - CY (objects 8011 and 8012)	22,554,256.00		22,554,256.00	7,120,398.00		7,120,398.00
26. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	359,158.00		359,158.00	0.00		0.00
27. TOTAL STATE AID RECEIVED (Line C25 plus C26)	22,913,414.00	0.00	22,913,414.00	7,120,398.00	0.00	7,120,398.00
DATA FOR INTEREST CALCULATION						
28. Total Revenues (Funds 01, 09 & 62, objects 8000-8799)	222,533,482.80		222,533,482.80	195,570,956.00		195,570,956.00
29. Total Interest and Return on Investments (Funds 01, 09, and 62, objects 8660 and 8662)	852,579.52		852,579.52	766,675.00		766,675.00
APPROPRIATIONS LIMIT CALCULATIONS	2015-16 Actual			2016-17 Budget		
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A10)			107,204,302.39			93,939,779.20
2. Inflation Adjustment			1.0382			1.0537
3. Program Population Adjustment (Lines B3 divided by [A4 plus A12]) (Round to four decimal places)			0.8329			0.8907
4. PRELIMINARY PROGRAM LIMIT (Lines D1 times D2 times D3)			92,701,359.16			88,165,356.40
5. Revised Prior Year Other Services Limit (Lines A2 plus A11)			0.00			0.00
6. Inflation Adjustment			1.0382			1.0537
7. Other Services Population Adj. (Lines B4 divided by [A5 plus A13]) (Round to four decimal places)			0.9925			1.0086
8. PRELIMINARY OTHER SERVICES LIMIT (Lines D5 times D6 times D7)			0.00			0.00
9. PRELIMINARY TOTAL APPROPRIATIONS LIMIT (Lines D4 plus D8)			92,701,359.16			88,165,356.40
APPROPRIATIONS SUBJECT TO THE LIMIT						
10. Local Revenues Excluding Interest (Line C19)			95,033,327.98			93,066,270.00
11. Preliminary State Aid Calculation						
a. Maximum State Aid in Local Limit (Lesser of Line C27 or [Lines D9 minus D10 plus C24]; if negative, then zero)			0.00			0.00
12. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Lines C29 divided by [C28 minus C29] times [D10 plus D11a])			365,495.94			366,273.18
b. Total Local Proceeds of Taxes (Lines D10 plus D12a)			95,398,823.92			93,432,543.18
13. State Aid in Proceeds of Taxes (lesser of Line D11a or [Lines D9 minus D12b plus C24]; if negative, then zero)			0.00			0.00
14. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D12b)			95,398,823.92			
b. State Subventions (Line D13)			0.00			
c. Less: Excluded Appropriations (Line C24)			1,459,044.72			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D14a plus D14b minus D14c)			93,939,779.20			

	2015-16 Calculations			2016-17 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
15. Adjustments to the Limit Per Government Code Section 7902.1 (Line D14d minus D9; if negative, then zero) If not zero report amount to: Michael Cohen, Director State Department of Finance Attention: School Gann Limits State Capitol, Room 1145 Sacramento, CA 95814			1,238,420.04			
16. Apply to Program and Other Services a. Program Portion of Adjustment (Lines [D4 divided by D9] times D15) b. Other Services Portion of Adjustment (Lines D15 minus D16a) c. Final Program Portion of Limit (Lines D4 plus D16a) d. Final Other Services Portion of Limit (Lines D8 plus D16b)	1,238,420.04		1,238,420.04			
			0.00			
			93,939,779.20			
			0.00			
SUMMARY	2015-16 Actual			2016-17 Budget		
17. Adjusted Appropriations Limit (Lines D16c plus D16d)			93,939,779.20			88,165,356.40
18. Appropriations Subject to the Limit (Line D14d)			93,939,779.20			

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

Renee Hendrick, Associate Superintendent, Administrative Services
Gann Contact Person

(714) 966-4061
Contact Phone Number



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: September 27, 2016

TO: Nina Boyd, Associate Superintendent

FROM: Kelly Gaughran, Administrator, Charter Schools

SUBJECT: Citrus Springs Charter School Agreement

DESCRIPTION:

On May 11, 2016 the Orange County Board of Education (OCBE) approved with conditions the charter school petition for Citrus Springs Charter School pending the execution of an Agreement agreed to by all parties. Orange County Department of Education staff and Citrus Springs staff collaborated to develop an Agreement that incorporated the identified concerns. The Citrus Springs petitioners have submitted documentation, including a revised, redlined charter petition, that covers all areas requested, and the Citrus Springs Board has approved the Agreement that addresses the operational relationship between Citrus Springs Charter School, the OCBE, and the Orange County Department of Education.

RECOMMENDATION:

Approve the Agreement between the OCBE and Citrus Springs Charter School, and designate the Associate Superintendent to sign the Agreement on behalf of the OCBE.

Enclosures

**AGREEMENT
BETWEEN
ORANGE COUNTY BOARD OF EDUCATION
AND
CITRUS SPRINGS CHARTER SCHOOL, INC.
FOR THE OPERATION OF CITRUS SPRINGS CHARTER SCHOOL**

This Agreement is made and entered into this ____ day of _____, 20__ by and between the Orange County Board of Education ("Board") and Citrus Springs Charter School, Inc., a nonprofit public benefit corporation operating the Citrus Springs 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. 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. Citrus Springs Charter School, 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 Citrus Springs Charter School, Inc. as they pertain to Citrus Springs Charter School 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. All board meetings shall comply with the Brown Act. Charter School shall, on an annual basis, provide a description of where board meetings will be held to ensure parent participation and representation, a proposed calendar of meetings, locations for any additional meetings, and how locations will be determined. Special meetings may be held as needed by Charter School in addition to meetings noted in the annual description.
2. Charter School is affiliated with Springs Charter Schools, Inc. The charter states that Springs Charter Schools, Inc. is the sole statutory member of Citrus Springs Charter School, Inc. Charter School and Springs Charter Schools, Inc. are separate legal entities, and neither the Board, the County Superintendent of Schools, nor the OCDE is liable for the debts and obligations of Charter School and/or Springs Charter Schools, Inc. If Charter School and the Springs Charter Schools, Inc. enter an agreement for goods and/or services, Charter School shall ensure that the operations of Springs Charter Schools, Inc. are and remain consistent with the provisions of the charter and this MOU, including the obligation to respond to inquiries in accordance with Education Code section 47604.3 and the obligation to comply with all applicable conflict of interest laws. Charter School shall ensure that any relationship or affiliation with Springs Charter Schools, Inc., as reflected in the charter, the bylaws, and the articles of incorporation of Charter School, are consistent with the Charter Schools Act.

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 beginning July 1, 2017. The charter petition includes the LCAP for the first year of its operation. 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.
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. OCDE will facilitate the process for Charter School to establish the ledger number, fund, and electronic fund transfers, which shall be initiated by a board resolution from Charter School. 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 Second Principal Apportionment (P-2). The amount will be calculated in April of each year 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 -- 50 percent of the Oversight Fee will be paid on or about January 15; and (2) Second Payment -- the remaining 50 percent 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, including but not limited to records related to the loan agreement by and/or between the Charter School or interschool loans, , upon request from OCDE in accordance with Education Code section 47604.3.

7. Insurance and Liability

- a. Charter School will provide certificates of insurance 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 all coverages except workers' compensation and shall include a provision that all coverages 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 being provided to Charter School to protect the interests of Charter School as well as OCDE, the Board and the County Superintendent.
- b. The 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: full 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: At least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance, providing coverage for negligence, and Fire Legal Liability of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence of Charter School, its governing board, officers, agents, employees, and/or students.
 - 3) Workers' Compensation: In accordance with the California Labor Code, insurance 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 \$1,000,000 Combined Single Limit per Occurrence if the Charter School does not operate a student bus service. If the 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 shall be maintained by Charter School 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 \$50,000 per occurrence, with no self-insured retention.
 - 6) Professional Educator's Errors and Omissions/Educator's Legal liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
 - 7) Sexual Molestation and Abuse coverage with minimum limits of \$10,000,000 per occurrence and \$10,000,000 general aggregate. Coverage may be held as separate policy or be included within the General Liability and Excess Liability coverages with at least the minimum limits listed within the Sexual Molestation and Abuse coverage.
 - 8) Employment Practices Liability coverage with limits of \$10,000,000 per claim and \$10,000,000 general aggregate.
 - 9) Excess liability/umbrella insurance with limits of not less than \$10,000,000 per occurrence and \$10,000,000 general aggregate is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.
- c. 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, as well as approval of OCDE's insurance carrier; and (b) the Board, County Superintendent and/or OCDE may join in the defense with its counsel at its own expense.
- d. 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.

- e. Inquiries or Requests for Information: Charter School shall immediately inform OCDE regarding any third-party inquiries by a government and/or regulatory agency to the extent that they relate to a lack of compliance with local, state or federal laws.

D. 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. Charter School shall promptly respond to OCDE requests for clarification and/or corrections of submitted data. Notwithstanding this paragraph, OCDE shall be solely liable for errors or delays caused by OCDE (or its officers, employees and agents) in transmitting data to STRS and PERS that was correctly submitted to OCDE. However, Charter School is solely responsible and liable for errors in Charter School's submitted data.

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: Charter School shall ensure the following for its Charter/Education Management (C/EMO) Contract:
 - a. Require that any C/EMO contract that is entered into be in compliance with state and federal law and the charter.
 - b. Require that Charter School ensure that there is language in any agreement (or revision to an agreement) with a C/EMO stating that any provision of the agreement that is in violation of state or federal law or the charter is void.
 - c. Upon approval by the Charter School board, Charter School shall provide OCDE a copy of the C/EMO agreement (or revision to an agreement) with this language in it.
 - d. If the above requirements are met, any change of C/EMO vendor shall be presented to the Board for approval as material revision to the charter.

F. Facilities Agreement

No later than July 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 facility/ies 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 facility visit will be conducted by OCDE prior to opening of Charter School. Once open, Charter School may change or add 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 facility 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 facility visit.

G. Zoning and Occupancy

Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the facility, prior to opening, unless Charter School is located at a public school facility 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 facility 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.

- H. Charter School will comply with all California constitutional provisions regarding free public schools and equitable access, including access to technology.

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, which will not be unreasonably withheld.

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, Community and Student Support Services
Orange County Department of Education
200 Kalmus Drive, Costa Mesa, CA 92628-9050

To Citrus Springs Charter School, Inc. at:
Citrus Springs Charter School
43466 Business Park Drive
Temecula, CA 92590

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 Citrus Springs Charter School, Inc./Citrus Springs:

For the Board:

Date: _____

Date: _____

Citrus Springs – Conditions

- Page 106 – Please explain why the language regarding terms of the CSCS board has changed.

The charter was revised to align with the exact language of the CSCS bylaws. Board members' terms still remain at 3 three years; however, as a best practice our bylaws include staggering of the Initial Board members' terms (3 seats for 3 years; 4 seats for 2 years). After the Initial Board members have served their terms, all subsequent Board member terms shall be for 3 years.

- Page 121 – For suspected child abuse and neglect, please indicate you will follow your policies and procedures and not OCDE's.

Confirmed; CSCS will follow its Board-adopted policies on mandated child abuse reporting. We will revise the charter to reflect as such.

- Pages 135-143 – Suspensions and Expulsions. At our clarification meeting, you indicated you were interested in including all five mandatory recommend to expel (or non-discretionary expulsion) categories per EC section 48915(c), but with your revisions, you have only two listed. Please advise.

As a charter school, CSCS is allowed more flexibility in creating its suspension/expulsion policy and is not required to follow the same Education Code statutes that school districts are required to follow. We have decided to list the two mandatory expulsion offenses and not the five, following the advice of our legal counsel and using recommended expulsion policies that are common amongst charter schools throughout the state.

- Page 141 discusses the administrative panel and suggests using school district certificated personnel. How would they be paid, and how would this comply with FERPA? (You might consider using CSCS employees who are not the teacher of the subject student.)

We agree. We will revise the charter to state: "... The Administrative Panel should consist of at least three members who are certificated employees of CSCS and neither a teacher of the pupil nor a Board member of the Charter School's governing board."

All Panel members will be designated by CSCS as having a "legitimate educational interest" under FERPA and will comply with FERPA (34 CFR 99.31(a)(1)(B)) and thus have access to necessary student records in conducting their duties as members of the Administrative Panel.

- Pages 141 and 143 – The language about the administrative panel is inconsistent between pages 141-143. Will the panel make a recommendation or a decision?

The Administrative Panel (if used) will make a recommendation to the CSCS Board of Directors; the Board shall make the final decision concerning expulsion. We will revise the charter on page 143 (subsection J, Appeal Rights) to make clear that the Board makes the final decision and that students will have no right of appeal beyond the Board's final decision.

- For Element N, the dispute resolution language, for both general and internal disputes, does not reference Citrus Spring's role under Education Code to handle complaints. Also, please insert the qualifying language about the dispute resolution not applying to matters that may lead to revocation found in the general dispute resolution procedures section into the internal disputes section.

CSCS affirms it shall maintain a Uniform Complaint Policy and Procedures, as required by law, which will be part of the internal dispute resolution process that is described on page 156 of the charter. We will add this clarification to page 156, as well as add the qualifying language regarding matters that may lead to revocation.

- Page 160 – The closure procedures mention assets will be distributed by the sole statutory member. Please describe those procedures.

Should CSCS close for any reason, the remaining assets will be distributed as required by the CSCS Articles of Incorporation and bylaws, "to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3)."

As also stated on page 160, the sole statutory member has the right to vote on any election to dissolve the corporation and "to vote on the disposition of all or substantially all of the Corporation's assets..." In practice, as provided in the Bylaws in Article VII, Section 6, this requires that any decision of the CSCS Board of Directors to dispose of all or substantially all of the CSCS assets must be approved by the sole statutory member to be effective.

- Page 163 – Under facilities, please remove "Although not required by law" regarding providing us notice of new resource centers. We believe notice is required by law per EC sections 47605(g) and 47605.1(d).

Will do.



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: October 5, 2016
TO: Nina Boyd, Associate Superintendent
FROM: Linda Lindholm, Trustee, District 5
SUBJECT: Amendment to Board Policy 100-7: Posting to the Internet

RECOMMENDATION:

Trustee Lindholm recommends the approval of the amended board policy #100-7:
Posting to the Internet

ORANGE COUNTY DEPARTMENT OF EDUCATION

Costa Mesa, California

BOARD POLICY

100-7

Posting to the Internet

The placing of information on the Internet shall include but not be limited to the following:

Board of Education Members and Trustee Areas Served
Email Address for Board Members
Description of the Board of Education
Agenda and Minutes

Agenda and Minutes will be kept on the Web Page for a period of twelve months. All information will be posted in accordance with Brown Act requirements. Minutes will be posted after they are approved by the Board.

Statements posted to the Board's portion of the OCDE website are reserved for decisions of the Board or other related statements at the Board's direction. No statement or opinion by an individual board member shall be posted on the Internet unless it is part of the Board member's individual biography.

Reference: Education Code sections 1040 and 1042

Adopted:

Revised: