

REGULAR MEETING  
August 3, 2016  
10:00 a.m.  
Board Room  
200 Kalmus Drive, Costa Mesa, CA



[X] Mailed [ ] Distribute at meeting

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 August 3, 2016 - adoption

(\*)MINUTES

Regular Meeting of July 13, 2016 – approval

PUBLIC COMMENTS

(30 minutes)

Recess Regular Board Meeting to a Meeting of the Orange County Department of Education Facilities Corporation

TIME CERTAIN

11:00 a.m.

1. Text A Tip Presentation – Christine Olmstead, Assistant Superintendent, Instructional Services will facilitate

CONSENT CALENDAR

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

- (\*) 3. Accept the 4<sup>th</sup> Quarter Report on Williams Uniform Complaints for OCDE student programs for the period of April 1 – June 30, 2016

TIME CERTAIN (continue)

- 11:30 a.m. 4. Interdistrict Appeal Hearing (closed) – Student #07132016I001 – Placentia-Yorba Linda Unified School District to Fullerton Joint Union High School District

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

5. Charter Submission – Kelly Gaughran, Administrator, Charter Schools will facilitate

12:15 p.m. Lunch Break

STAFF RECOMMENDATIONS

6. Global Business Academy requested and was granted an extension to the September 14<sup>th</sup> board date. The Board will receive the staff recommendation for Global Business Academy on September 14, 2016.

- (\*) 7. Approve the material revision for Orange County Academy of Sciences and Arts increasing current enrollment from 255 to 270 students in 2016-17. Due to the unknown cost of facilities and the impact on the school budget from 2017-2021 staff recommends reviewing enrollment increases for the subsequent years on an annual basis.

- (\*) 8. Approve the Agreement between the Orange County Board of Education and Scholarship Prep and designate the Associate Superintendent to sign the Agreement on behalf of OCBE

4:00 p.m. **Public Hearing** – Textbooks and Instructional Materials, Renee Hendrick, Associate Superintendent, Administrative Services will facilitate

- (\*) 9. Adopt Resolution #22-16 stating that each pupil of the county office has available textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board and in accordance with the procedures as established. Adopted resolution will be posted on the Orange County Department of Education website and will be distributed as requested

## BOARD RECOMMENDATIONS

- (\*)                    10.    Approve Board member assignments for the 2016-17 fiscal year

## INFORMATION ITEMS

### BOARD DISCUSSION ITEMS

- California Healthy Kids Survey (carryover from June 8, 2016)
- Political Activities of School Officers and Employees - California Education Code Section 7054 (Williams)

### 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

### TELECONFERENCE INFORMATION

Phone Number:            855.244.8681 (Code will be provided)

#### Primary Location:

OCDE Board Room  
200 Kalmus Dr., Costa Mesa, CA 92626

#### Alternative Location:

15785 Laguna Canyon Road, Irvine, CA

## PUBLIC COMMENTS

(15 minutes)

ADJOURNMENT



Nina Boyd  
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, September 14, 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 Phouangvankham, Board Clerk at (714) 966.4012.

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

August 3, 2016



MINUTES  
Regular Meeting  
July 13, 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 11:03 a.m., July 13, 2016 in the Board Room, 200 Kalmus Drive, Costa Mesa, California.

INVOCATION

Reverend D. Mark Davis  
Pastor, St. Mark Presbyterian Church in Newport Beach

PLEDGE OF ALLEGIANCE

Trustee Jack Bedell

ROLL CALL

Present:  
David Boyd  
Jack Bedell  
Linda Lindholm  
Rebecca "Beckie" Gomez  
Ken Williams

INTRODUCTIONS

There were no introductions of staff

AGENDA

Motion by Williams, seconded by Boyd, and carried by a vote of 5-0 to approve the agenda of the July 13, 2016 board meeting with corrections on the backup information for item #5

MINUTES

Motion by Bedell, seconded by Boyd, and carried by a vote of 4-0-1 (Gomez abstained) to approve the minutes from the June 22, 2016 board meeting

TIME CERTAIN

1. Organizational Meeting  
Orange County Superintendent, Al Mijares administered the oath of office to Rebecca "Beckie" Gomez, Jack Bedell, and Ken Williams
2. Election of Officers  
Motion by Williams, seconded by Bedell to nominate Lindholm as Board President  
  
Motion by Bedell, seconded by Williams to close nominations  
  
Motion by Williams, seconded by Bedell, and carried by a vote of 5-0 to elect Lindholm as Board President

President Lindholm presided over the election of a new Vice President of the Board

Motion by Boyd, seconded by Williams, and carried by a vote of 5-0 to elect Bedell as Vice President of the Board

3. Item #3: nominate and approve board member assignments for the 2016-17 fiscal year was discussed and tabled to the August 3, 2016 board meeting

Recess

The Board took a recess from 11:24 a.m. – 11:36 a.m.

Acknowledgement

Board President Lindholm announced that the Orange County Board of Education will adjourn the July 13, 2016 board meeting in the Memory of Marian Bergeson in recognition of her lifelong commitment to the education of children throughout California

A letter and certificate will be sent to the family of Marian Bergeson

#### PUBLIC COMMENTS

- Jared McLeod – Oxford Prep
- Jeff Rich – Oxford Prep
- Mary Katheryn Boucher – Oxford Prep
- Lynn Hatton Hodson – Capistrano Unified School District
- Gloria Pruyne – Fountain Valley

#### CONSENT CALENDAR

5. Motion by Bedell, seconded by Williams, and carried by a vote of 5-0 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

6. Motion by Bedell, seconded by Boyd, and carried by a vote of 5-0 to approve new Board meeting dates for January 2016 through June 2017 and confirm previously approved Board meeting dates with the following amendments:
  - Change the October 2016 board date from October 12, 2016 to October 5, 2016
  - Change the February 2017 board date from February 8, 2017 to February 22, 2017
7. Motion by Boyd, seconded by Williams, and carried by a vote of 5-0 to approve the start time of 10:00 a.m. for all Orange County Board of Education meetings

8. Motion by Bedell, seconded by Boyd, and carried by a vote of 5-0 to 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. Motion by Bedell, seconded by Boyd, and carried by a vote 5-0 to approve the material revision to the College and Career Preparatory Academy (CCPA) petition adjusting site locations to meet student needs

Recess

The Board took a recess from 12:00 p.m. to 12:35 p.m.

#### TIME CERTAIN (continue)

4. Public Hearing/Charter School Initial Presentation – Kelly Gaughran, Administrator, Charter Schools facilitated the public hearing

- Global Business Academy – presentation conducted by Catherine Sanchirico and Michael Gotto

#### PUBLIC COMMENTS (continue)

- Adam Matthew Ormond – Global Business Academy
- Denise Bader - Global Business Academy
- Amy Bush - Global Business Academy
- Joel Nguyen - Global Business Academy
- Alison Burggren - Global Business Academy
- Gia Sanchirio - Global Business Academy
- Claire Friend - Global Business Academy
- Olivia Blanchard - Global Business Academy
- Heidi Landgraff - Global Business Academy
- Emily Bush - Global Business Academy
- Jannie Kimble - Global Business Academy
- Hanna Hess - Global Business Academy
- Blake Bader - Global Business Academy
- Jennifer Beall - Global Business Academy
- Miles Durfee - Global Business Academy

Recess

The Board took a recess from 1:48 p.m. to 2:00 p.m.

#### BOARD RECOMMENDATIONS

10. Motion by Boyd, seconded by Bedell to discuss the 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

Motion withdrawn by Boyd, second withdrawn by Bedell

Item #10 will be tabled to the August 3, 2016 board meeting

The Board requested that the General Counsel draft a Memorandum of Understanding between the Orange County Board of Education and Global Business Academy (GBA) that would state that if the Orange County Board of Education approves GBA's charter appeal that GBA will file a validation action in the Orange County Superior Court to validate the Orange County Board of Education's actions at GBA's expense (including costs and attorneys' fees).

#### PUBLIC COMMENTS (continue)

- Jerry Simmons – item #10

#### BOARD RECOMMENDATIONS (continue)

11. Motion by Bedell, seconded by Lindholm, and carried by a vote of 4-1-0 (Williams voted no) to approve resolution 21-16: Declaring Support for a New State School Bond on the 2016 Ballot
12. Motion by Williams, seconded by Lindholm, and carried by a vote of 5-0 to approve travel for CCBE Executive Committee and Delegate Assembly member as requested by Board Member
13. Motion by Bedell, seconded by Boyd, and carried by a vote 5-0 to approve disbursement of funds for Orange County Board of Education professional organizations memberships for 2016-17 fiscal year
14. Motion by Bedell, seconded by Boyd, and carried by a vote of 5-0 to 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. Motion by Boyd, seconded by Bedell, and carried by a vote of 5-0 to approve board conference attendance cash advances for the 2016-17 fiscal year

#### INFORMATION ITEMS

##### ANNOUNCEMENTS

##### Superintendent

- June 30<sup>th</sup> – Ellin Chariton's retirement celebration
- CCSESA held at the Westin, South Coast Plaza, June 26<sup>th</sup> – June 28<sup>th</sup>
- MTSS Grant

##### Associate Superintendent

- The next board meeting is on August 3, 2016 at 10:00 a.m.
  - The submission deadline is July 20, 2016
- Esplanade Update conducted by Renee Hendrick

COMMUNICATION/INFORMATION/DISCUSSION

- Updates on all OCBE approved charter schools conducted by Kelly Gaughran

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of July 13, 2016 adjourned at 3:14 p.m., in the Memory of Marian Bergeson in recognition of her lifelong commitment to the education of children throughout California



Nina Boyd  
Assistant Secretary, Board of Education

Linda Lindholm  
President, Board of Education

Next Regular Board Meeting, Wednesday, August 3, 2016, 10:00 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**

**BOARD AGENDA ITEM**

DATE: July 15, 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 11 removed (CONFIDENTIAL STUDENT INFORMATION)



ORANGE COUNTY BOARD OF EDUCATION  
BOARD AGENDA ITEM

DATE: July 20, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Nicole Savio Newfield, Administrator, School and Community Services  
SUBJECT: Acceptance of 4<sup>th</sup> Quarter Report on Williams Uniform Complaints  
for the Period of April 1 – June 30, 2016 for OCDE Student Programs

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

The enclosed report indicates no complaints were filed for the Orange County Department of Education student programs in the Divisions of Alternative Education and Special Education Services for the period of April 1 – June 30, 2016.

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RECOMMENDATION:

Accept the 4<sup>th</sup> Quarter Report on Williams Uniform Complaints for OCDE student programs for the period of April 1 – June 30, 2016.

NSN:ts

ORANGE COUNTY DEPARTMENT OF EDUCATION  
Fourth Quarter Report on Williams Uniform Complaints  
April 1 – June 30, 2016

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

**Division of Alternative Education**

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

**Division of Special Education Services**

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



ORANGE COUNTY BOARD OF EDUCATION

**BOARD AGENDA ITEM**

DATE: June 28, 2016

TO: Nina Boyd, Associate Superintendent

FROM: Kelly Gaughran, Administrator  
Aracely Chastain, Coordinator

SUBJECT: Orange County Academy of Sciences and Arts – Material Revision

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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. OCASA is scheduled to begin operations on August 16, 2016. OCASA is requesting a material revision to increase enrollment capacity due to greater demand than anticipated resulting in a waitlist of over 300 students in the first year and plans to lease a larger facility beginning in 2017-2018.

Enrollment projections in the approved petition reflected 255 students in year one, 330 students in year two, 390 students in year three, 450 students in year four and 540 students in year five. OCASA is requesting an increase in student enrollment to 270 students for 2016-17; 420 students for 2017-18; 570 students for 2018-19; 720 students for 2019-20 and 870 students for 2020-21.

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RECOMMENDATION:

Approve the material revision for Orange County Academy of Sciences and Arts increasing current enrollment from 255 to 270 students in 2016-17. Due to the unknown cost of facilities and the impact on the school budget from 2017-2021 staff recommends reviewing enrollment increases for the subsequent years on an annual basis.

Enclosures



May 18, 2016

Aracely Chastain  
Coordinator, Charter Schools  
Orange County Department of Education  
200 Kalmus Drive  
Costa Mesa, CA 92626

RE: Petition Amendment

Orange County Academy of Sciences and Arts (OCASA) is formally submitting a request to amend its charter petition pertaining its enrollment capacity. Currently, our approved charter petition states that the following enrollment capacity:

	2016-17	2017-18	2018-19	2019-20	2020-21
Approved Petition Enrollment	255	330	390	450	540

OCASA seeks to amend our petition to state the following enrollment capacity:

	2016-17	2017-18	2018-19	2019-20	2020-21
Revised Enrollment	270	420	570	720	870

We seek this change as the demand for enrollment at OCASA is far greater than our current enrollment capacity will allow. We currently have offered admission to 255 students through our Random Public Drawing. We have over 300 additional students on our waitlist for our first year. OCASA has also collected over 500 Intent to Enroll forms for the 2017-18 school year. Demand to teach at our school is also strong. OCASA has approximately 80 teacher applicants for our 9 teaching positions in the first year.

On April 25, 2016, OCASA signed a Letter of Intent with Red Hook Capital Partners, LLC. They will be purchasing a facility and leasing it to OCASA. It is estimated that we will be able to occupy the facility for the 2017-18 school year. The facility will be able to accommodate our requested maximum enrollment of 870 students.

Warm regards,

Kapil Mathur  
Executive Director

**ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS  
RESOLUTION FOR MATERIAL REVISION OF CHARTER PETITION**

MATERIAL REVISION OF CHARTER PETITION

WHEREAS, The Orange County Board of Education approved the Orange County Academy of Sciences and Arts' (OCASA) charter petition on February 10, 2016.

WHEREAS, OCASA's approved charter petition states that the following enrollment capacity:

	2016-17	2017-18	2018-19	2019-20	2020-21
Enrollment Capacity	255	330	390	450	540

WHEREAS, OCASA currently has applications that far exceed the number of students listed in the charter petition,

RESOLVED, that OCASA shall make a material revision to our charter petition increasing the enrollment capacity as follows:

	2016-17	2017-18	2018-19	2019-20	2020-21
Revised Enrollment Capacity	270	420	570	720	870


PASSED AND ADOPTED by the Board of Directors at a regular meeting held on June 7, 2016 by the following vote:

<u>Board Member</u>	<u>Ayes</u>	<u>Nos</u>	<u>Abstain</u>
Dr. Alyssa Jimenez	<u>X</u>	<u>      </u>	<u>      </u>
Todd Keener	<u>X</u>	<u>      </u>	<u>      </u>
Sophie Leguillette	<u>X</u>	<u>      </u>	<u>      </u>
Dr. Michael Yadlowsky	<u>X</u>	<u>      </u>	<u>      </u>

\* \* \*

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected Secretary of Unity Schools, a California nonprofit public benefit corporation; that this resolution is true and correct as written and was duly adopted by the Board at a regular meeting held on June 7, 2016.

  
\_\_\_\_\_  
Alyssa Jimenez, Secretary

Orange County Academy of Sciences and Arts  
 Multiyear Budget Summary  
 UPDATED 6/6/16

	2015/16	2016/17	2016/17	2016/17	2017/18	2018/19	2019/20	2020/21
	Startup Budget	Projected Budget Year	Notes	Projected Budget Year	Projected Budget Year	Projected Budget Year	Projected Budget Year	Projected Budget Year
		1		2	3	4	5	
<b>SUMMARY</b>								
<b>Revenue</b>								
General Block Grant	-	2,000,444		3,157,686	4,341,747	5,643,684	6,819,452	
Federal Revenue	-	404,570		296,391	130,927	165,382	199,836	
Other State Revenues	-	270,697		358,583	446,478	421,867	509,756	
Local Revenues	-	-		-	-	-	-	
Fundraising and Grants	-	-		-	-	-	-	
<b>Total Revenue</b>	-	<b>2,675,711</b>		<b>3,812,660</b>	<b>4,919,152</b>	<b>6,230,932</b>	<b>7,529,043</b>	
<b>Expenses</b>								
Compensation and Benefits	75,000	1,295,732		1,963,896	2,647,424	3,376,909	4,000,864	
Books and Supplies	148,334	449,689		331,212	416,706	462,226	540,592	
Services and Other Operating Expenditure	-	595,605		848,876	1,062,559	1,273,724	1,487,635	
Capital Outlay	-	-		-	-	-	-	
<b>Total Expenses</b>	<b>223,334</b>	<b>2,345,026</b>		<b>3,143,984</b>	<b>4,126,689</b>	<b>5,112,859</b>	<b>6,029,091</b>	
<b>Operating Income (excluding Depreciation)</b>	<b>(223,334)</b>	<b>330,684</b>		<b>668,675</b>	<b>792,463</b>	<b>1,118,073</b>	<b>1,499,952</b>	
<i>Operating Income (including Depreciation)</i>	<i>(223,334)</i>	<i>330,684</i>		<i>668,675</i>	<i>792,463</i>	<i>1,118,073</i>	<i>1,499,952</i>	
<b>Fund Balance</b>								
Beginning Balance (Unaudited)		(223,334)		107,350	776,026	1,568,488	2,686,562	
Operating Income (including Depreciation)		330,684		668,675	792,463	1,118,073	1,499,952	
<b>Ending Fund Balance (including Depreciation)</b>	<b>(223,334)</b>	<b>107,350</b>		<b>776,026</b>	<b>1,568,488</b>	<b>2,686,562</b>	<b>4,186,514</b>	
<i>Ending Fund Balance as a % of Expenses</i>	<i>-100%</i>	<i>5%</i>		<i>25%</i>	<i>38%</i>	<i>53%</i>	<i>69%</i>	

Orange County Academy of Sciences and Arts  
 Multiyear Budget Summary  
 UPDATED 6/6/16

Detail	2015/16	2016/17	2016/17	2017/18	2018/19	2019/20	2020/21
	Startup Budget	Projected Budget Year	Notes	Projected Budget Year	Projected Budget Year	Projected Budget Year	Projected Budget Year
Enrollment Summary							
K-3	-	-		-	330	360	450
4-6	-	180		-	165	270	270
7-8	-	90		-	75	90	150
Total Enrolled	-	270		-	570	720	870
ADA %							
K-3	0%	95%		-	95%	95%	95%
4-6	0%	95%		-	95%	95%	95%
7-8	0%	95%		-	95%	95%	95%
Average	0%	95%		-	95%	95%	95%
ADA							
K-3	0.0	171.0		-	313.5	342.0	427.5
4-6	0.0	85.5		-	156.8	256.5	256.5
7-8	0.0	0.0		-	71.3	85.5	142.5
Total ADA	0.0	256.5		-	541.5	684.0	826.5

Orange County Academy of Sciences and Arts  
Multiyear Budget Summary  
UPDATED 6/6/16

	2015/16	2016/17	2016/17	2017/18	2018/19	2019/20	2020/21
	Startup Budget	Projected Budget Year	Notes	2	3	4	5
<b>LCFF Entitlement</b>							
8011 Charter Schools LCFF - State Aid	-	450,853	Rates per FCMAT calculator 16.2 b	747,211	1,070,388	1,648,242	1,991,625
8012 Education Protection Account Entitlement	-	51,300	Greater of \$200 per ADA or 25.0781551% of State Aid	79,800	108,300	-	-
8096 Charter Schools in Lieu of Property Taxes	-	1,498,291	CUSD 15-16 P1 Property Tax rate of \$5847.29 per ADA	2,330,675	3,163,059	3,995,442	4,827,826
<b>SUBTOTAL - LCFF Entitlement</b>	-	2,000,444	-	3,157,686	4,341,747	5,643,684	6,819,452
<b>Federal Revenue</b>							
8100 Special Education - Entitlement	-	-	\$126 per ADA, after Admin and Set-aside fees	50,414	68,419	86,423	104,428
8220 Child Nutrition Programs	-	29,570	Assumes 2015-16 reimbursement rates	45,977	62,509	78,958	95,408
8296 Implementation Grant	-	375,000	PCSGP	200,000	-	-	-
<b>SUBTOTAL - Federal Income</b>	-	404,570	-	296,391	130,927	165,382	199,836
<b>Other State Revenues</b>							
8300 Special Education - Entitlement (State)	-	109,431	\$427 per ADA, after accounting for Admin and Set-aside fees	170,225	231,020	291,815	352,610
8520 Child Nutrition - State	-	2,340	Assumes 2015-16 reimbursement rates	3,638	4,946	6,248	7,550
8545 School Facilities Apportionments	-	-	-	-	-	-	-
8560 State Lottery Revenue	-	46,427	\$181 per ADA per CDE 14-15 Q4 Projections	72,219	98,012	123,804	149,597
8596 ASES	-	112,500	-	112,500	112,500	-	-
<b>SUBTOTAL - Other State Income</b>	-	270,697	-	358,583	446,478	421,867	509,756
<b>TOTAL REVENUE</b>	-	2,875,711	-	3,812,660	4,919,152	6,230,832	7,529,043

Orange County Academy of Sciences and Arts  
 Multiyear Budget Summary  
 UPDATED 6/6/16

		2015/16	2016/17	2016/17	2017/18	2018/19	2019/20	2020/21
		Startup Budget	Projected Budget Year	Notes	Projected Budget Year	Projected Budget Year	Projected Budget Year	Projected Budget Year
			1		2	3	4	5
<b>EXPENSES</b>								
<b>Compensation &amp; Benefits</b>								
1000	Certificated Salaries							
1100	Teachers Salaries	-	550,000	9 FTE - 5 Lead Teachers (\$70k) and 4 Resident Teachers (\$50k)	866,500	1,192,495	1,511,345	1,836,572
1300	Certificated Supervisor & Administrator Salaries	-	110,000	1 FTE - Principal, add Assistant Principal in Y3	113,300	186,699	190,433	194,242
	<b>SUBTOTAL - Certificated Employees</b>	-	666,750		987,900	1,388,644	1,711,417	2,040,645
2000	Classified Salaries							
2100	Classified Instructional Aide Salaries	-	180,000	9 FTE	285,400	393,962	501,841	611,878
2300	Classified Supervisor & Administrator Salaries	62,500	125,000	1 FTE Executive Director	128,750	132,613	135,265	137,970
2400	Classified Clerical & Office Salaries	-	40,000	1 FTE Office staff	81,200	83,636	175,309	178,815
2930	Other Classified - Maintenance/grounds	-	40,000	1 FTE Custodian	81,200	83,636	85,309	87,015
	<b>SUBTOTAL - Classified Employees</b>	62,500	385,000		576,550	693,847	897,723	1,015,678
3000	Employee Benefits							
3100	STRS	-	83,877	12.58% of certificated payroll	142,554	226,071	310,280	389,763
3300	OASDI-Medicare-Alternative	-	39,281		58,676	73,537	93,897	107,765
3400	Health & Welfare Benefits	12,500	78,000	\$6000 per FTE per year. Growing at 10% per year.	132,000	188,760	263,538	333,815
3500	Unemployment Insurance	-	11,331	3.60% per first-\$7K of pay per person	14,112	11,592	17,840	19,656
3600	Workers Comp Insurance	-	25,242	2.40% of payroll, per insurance quote for similarly sized school	37,547	49,980	62,619	73,352
3700	Retiree Benefits	-	10,250	5.00% of classified payroll	14,558	14,994	19,794	20,190
	<b>SUBTOTAL - Employee Benefits</b>	12,500	247,982		399,446	564,934	767,769	944,540

Orange County Academy of Sciences and Arts  
Multiyear Budget Summary  
UPDATED 6/6/16

	2015/16	2016/17	2016/17	2017/18	2018/19	2019/20	2020/21
	Startup Budget	Projected Budget Year 1	Notes	Projected Budget Year 2	Projected Budget Year 3	Projected Budget Year 4	Projected Budget Year 5
<b>4000 Books &amp; Supplies</b>							
4100 Approved Textbooks & Core Curricula Material	127,500	-	\$300 per New Student	46,350	47,741	49,173	50,648
4200 Books & Other Reference Materials	11,834	42,166	\$200 per Student based on average start-up charter school expenses	86,520	120,943	157,353	195,839
4300 Materials & Supplies	-	40,500	\$150 per Student based on average start-up charter school expenses	64,890	90,707	118,015	146,879
4410 Classroom Furniture, Equipment & Supplies	-	143,500	PCSGP, \$250 per New Student in out years	38,625	39,784	40,977	42,207
4420 Computers (individual items less than \$5k)	7,000	82,250	PCSGP, \$200 per New Teacher in out years	30,900	31,827	32,782	33,765
4423 Start Computers	2,000	38,000	\$2000 per New Teacher for Chromebooks	10,300	10,609	10,927	11,255
4425 Classroom Noncapitalized items 2	-	59,088	Lab Equipment	-	-	-	-
4433 Non Classroom Noncapitalized items 1	-	10,700	Wifi, video conferencing, copier	-	-	-	-
4710 Student Food Services	-	33,485	Assumes \$3.25 lunch for FRL students	53,627	75,096	53,000	60,000
<b>SUBTOTAL - Books and Supplies</b>	<b>148,334</b>	<b>443,689</b>		<b>331,212</b>	<b>416,706</b>	<b>462,226</b>	<b>540,592</b>

Orange County Academy of Sciences and Arts  
 Multyear Budget Summary  
 UPDATED 6/6/16

	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
	Startup Budget	Projected Budget Year	Notes	Projected Budget Year	Projected Budget Year	Projected Budget Year
		1		2	3	4
						5
<b>5000 Services &amp; Other Operating Expenses</b>						
5200 Travel & Conferences	-	18,128	PCSQP, \$500 per teacher in out years	7,210	10,079	13,113
5305 Dues & Membership - Professional	-	1,350	\$5 per Student	2,163	3,024	3,934
5400 Insurance	-	21,600	\$80 per Student	34,608	48,377	62,941
5500 Operations & Housekeeping	-	35,100	\$130 per Student	56,238	78,613	102,279
5535 Utilities - All Utilities	-	18,900	\$1.00 psf, assume 70 sqft. per student	30,282	42,330	43,600
5605 Equipment Leases	-	4,800	\$400 per Monthly Rate	4,944	5,092	5,245
5610 Rent	-	49,901	Based on current district agreement	77,624	105,347	133,069
5615 Repairs and Maintenance - Building	-	2,495	5% of rent	2,570	2,647	2,808
5803 Accounting Fees	-	8,000	Average auditor fee including 990 filing	8,240	8,487	9,004
5812 Business Services	-	100,686	4.7% of eligible revenues	143,790	149,955	153,319
5824 District Oversight Fees	-	20,004	1.0% of LCFF General Purpose Grant	31,577	43,417	56,437
5830 Field Trips Expenses	-	5,400	\$20 per Student	8,552	12,094	15,735
5836 Fingerprinting	-	1,150	\$50 per new employee	1,185	1,220	1,294
5843 Interest - Loans Less than 1 Year	-	500	CSFA Revolving Loan	300	300	200
5845 Legal Fees	-	10,800	\$40 per Student	17,304	24,189	31,471
5851 Marketing and Student Recruiting	-	1,000		1,030	1,061	1,093
5852 Receivable Sale Fees	-	-	Estimated fees/discount	-	-	-
5854 Consultants - Other 1	-	112,500	After school program	112,500	112,500	112,500
5857 Payroll Fees	-	840	\$70 per Monthly Rate	865	891	945
5863 Professional Development	-	4,500	\$500 per Teacher	7,210	10,079	13,113
5869 Special Education Contract Instructors	-	109,431	Equals SPED revenue	220,639	299,439	378,238
5872 Special Education Contribution	-	25,650	\$100 per ADA in addition to SPED contractor expense	41,097	57,448	74,743
5880 Student Health Services	-	4,050	\$15 per Student	6,489	9,071	11,801
5881 Student Information System	-	17,700	\$10 per student, assumes \$15k setup and training	4,326	6,047	7,868
5887 Technology Services	-	10,800	\$40 per Student	17,304	24,189	31,471
5910 Communications - Internet / Website Fees	-	6,000	\$500 per Monthly Rate	6,180	6,365	6,556
5915 Postage and Delivery	-	120	\$10 per Monthly Rate	124	127	131
5920 Communications - Telephone & Fax	-	4,200	\$350 per Monthly Rate	4,326	4,456	4,589
<b>SUBTOTAL - Services &amp; Other Operating Ex</b>	-	<b>595,605</b>		<b>848,876</b>	<b>1,062,559</b>	<b>1,273,724</b>
<b>5880 Student Health Services</b>						
5881 Student Information System						
5887 Technology Services						
5910 Communications - Internet / Website Fees						
5915 Postage and Delivery						
5920 Communications - Telephone & Fax						
<b>TOTAL EXPENSES</b>						
6900 Total Depreciation (includes Prior Years)	223,334	2,345,026	-	3,143,984	4,126,689	5,112,859
<b>TOTAL EXPENSES including Depreciation</b>	223,334	2,345,026	-	3,143,984	4,126,689	6,029,091

## Classroom Space at Crown Valley Elementary for OCASA

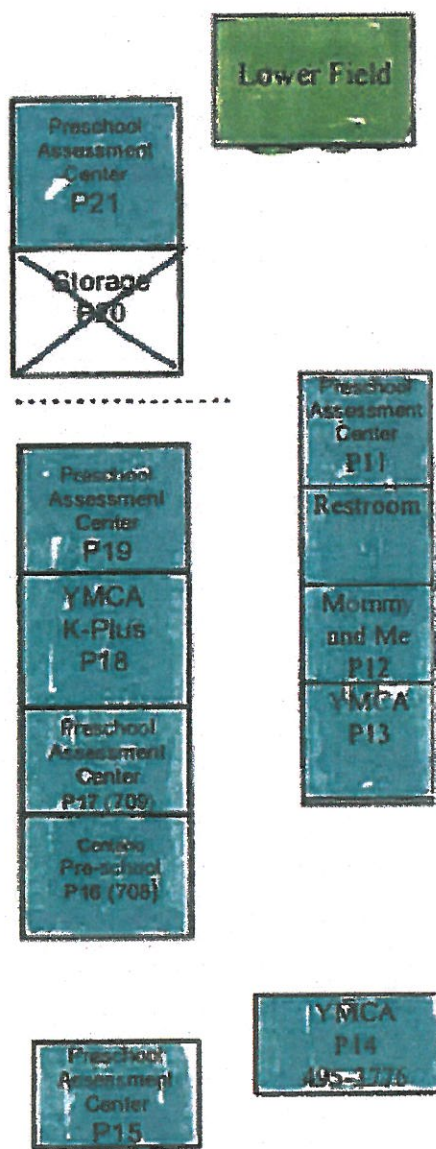


Figure 1: Dedicated Classroom Facilities Map (Not to Scale)

Portable Number	Square Foot	Number of Students
P11	950	30
P12	950	30
P13	950	30
P14	2000	60
P15	450	0
P16	950	30
P17	950	30
P18	950	30
P19	950	30
P21	950	30
Restrooms	950	0
Total	11000	300

Table 1: Capacity of Lower Campus at Crown Valley Elementary

Notes:

P14 will be subdivided into two classrooms. One classroom will be used to house 30 students. The other classroom will function as our labs.

P20 will not be used by OCASA.

Restroom portable is not numbered. It contains two restrooms and a room for use by janitorial staff.



April 25, 2016

Mr. Kapil Mathur  
Executive Director  
Orange County Academy of Sciences and Arts  
2919 Canto de los Ciervos  
San Clemente, CA 92673

Re: Letter of Intent

Dear Mr. Mathur:

On behalf of Red Hook Capital Partners LLC ("Landlord"), we are pleased to present the following Letter of Intent for the leasing of commercial real estate to Orange County Academy of Sciences and Arts ("Tenant") under the following terms and conditions:

Property Address:	To Be Determined
Premises:	To Be Determined
Landlord:	Red Hook Capital Partners II LLC, or a newly formed affiliate.
Tenant:	Orange County Academy of Sciences and Arts
Lease	
Commencement Date:	[August 1, 2018]
Initial Lease Term:	Twenty Years
Base Rental Rate:	To be determined based on 8% of the total project costs (including acquisition costs, improvement costs, reasonable transaction costs, and Landlord's acquisition and development fees).
Escalations:	The Base Rental Rate shall have annual increases equal to 3.0%.

- Early Access:** Provided there is no interference with construction of Tenant's Improvements and provided Tenant has received its Certificate of Occupancy and provided notice to Landlord of its intent to gain access to the Premises, Tenant, its contractors, subcontractors and agents shall have access to the Premises after lease execution and delivery of certificate of insurance, but before the Lease Commencement Date, with no obligation to pay Base Rent or Operating Expenses and Real Estate Taxes for the purpose of installing furniture, fixtures, cabling and other wiring, and equipment.
- Use:** Tenant shall use the Premises for the purpose of operating a public charter school. Tenant shall maintain its charter designation through the lease term.
- Operating Expenses & Property Taxes:** Tenant shall pay all expenses directly associated with the Property including property taxes, insurance, utilities and janitorial expenses.
- Repairs & Maintenance Of Premises:** Landlord shall be required to maintain and repair the Base Building which shall be defined as the foundation, outer walls, and other structural components as set forth in the lease.
- Renewal Options:** Tenant shall have two (2), five (5) year Renewal Options. The Renewal Options shall be exercised no later than nine (9) months prior to lease expiration of the initial lease term or the initial option period. The Base Rental Rate shall be the greater of (i) the Fair Market Rental Rate of comparable buildings in the vicinity of the Premises, and (ii) a three percent increase over the Base Rental Rate in the year preceding the first year of the Renewal Option. Three percent annual rent increases will apply during any Renewal Option period.
- Tenant Improvements:** Landlord shall improve the property and Premises subject to Tenant's specifications pursuant to working drawings prepared by Tenant and subject to Landlord's reasonable approval, and a tenant improvement workletter to be agreed upon between Tenant and Landlord and attached to the Lease.
- Tenant Access:** Tenant shall have access to the building, premises, and all parking areas 24 hours a day 7 days per week.

- Signage:** Subject to City approvals and permits, Tenant shall have the right to building top signage and monument signage, at Tenant's sole cost, expense and maintenance subject to Landlord approval which will not be unreasonably withheld.
- Building Security:** Tenant shall have the right to install security systems for the Premises.
- Non-Disturbance:** Landlord shall provide a commercially reasonable non-disturbance agreement with Landlord's lender in a form acceptable to all parties.
- Tenant's Option To Purchase:** Tenant shall have the option to purchase the Premises (building and land) not earlier than 4 years after the Commencement Date of the Lease and not later than 7 years after such date. The purchase price under this option shall be the price that produces at least a 10.75% internal rate of return (IRR) to Landlord determined on an unlevered basis, after consideration of all fees paid to and expenses incurred by Landlord. The IRR term is subject to the tenant's final credit review and therefore is adjustable.
- Compliance With Codes:** Prior to Lease Commencement, the Building shall comply with applicable building codes, including all requirements imposed by Orange County.
- Security Deposit:** Terms and conditions subject to mutual agreement between Tenant and Landlord.
- Lease Form:** The lease document shall be a commercial Single-Tenant Triple Net lease agreement (except as described above) prepared by Landlord and approved by Tenant and delivered after execution of this Letter of Intent.
- Exclusive:** Landlord and Tenant agree to work together exclusively for a period of 120 days from the date of this Letter of Intent. Tenant agrees that it will not enter into any contractual or other similar arrangement with other owners of properties or parties who are in the business of developing school facilities in a manner similar to the Landlord.

This Letter of Intent is an outline of proposed terms; it is not an offer by Landlord and except for the last paragraph entitled "Exclusive," (which is binding on the parties) this



Letter of Intent is non-binding. Any rental agreement or creation of a tenancy between Landlord and Tenant shall be binding only upon the mutual execution of a formal lease agreement.

Sincerely,

Red Hook Capital Partners LLC

Agreed and accepted this 11<sup>th</sup> day of ~~April~~<sup>May</sup>, 2016  
**LANDLORD:**

By: [Signature]

Its: Vice President

Agreed and accepted this 4 day of ~~April~~<sup>May</sup>, 2016  
**TENANT:**

By: [Signature]

Its: Executive Director



ORANGE COUNTY BOARD OF EDUCATION

**BOARD AGENDA ITEM**

DATE: July 20, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Kelly Gaughran, Administrator  
Aracely Chastain, Coordinator  
SUBJECT: Scholarship Prep – Agreement approval

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DESCRIPTION:

On December 16, 2015, the Orange County Board of Education approved the Scholarship Prep charter school petition. Scholarship Prep will begin operations on August 24, 2016. On June 23, 2016, the Scholarship Prep board granted authority for Gloria Romero, Executive Director and Jason Watts, Chief Operating Officer, to negotiate and conclude the Agreement for Charter Policy #400-12 that addresses the operational relationship between Scholarship Prep, OCBE and Orange County Department of Education effective July 1, 2016.

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RECOMMENDATION:

Approve the Agreement between the Orange County Board of Education and Scholarship Prep and designate the Associate Superintendent to sign the Agreement on behalf of OCBE.

Enclosures

**AGREEMENT  
BETWEEN  
ORANGE COUNTY BOARD OF EDUCATION  
AND  
SCHOLARSHIP PREP  
FOR THE OPERATION OF  
SCHOLARSHIP PREP CHARTER SCHOOL**

This Agreement is made and entered into this 3 of August, 2016 by and between the Orange County Board of Education ("Board") and Scholarship Prep, a nonprofit public benefit corporation operating the Scholarship Prep 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 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. Scholarship Prep 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 Scholarship Prep as they pertain to Scholarship Prep 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.

#### 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 **August 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 Charter School, upon request from OCDE in accordance with Education Code section 47604.3.

## 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. Exhibit A, Insurance Coverage and Policies, indicates the minimum insurance requirements and is incorporated by reference herein. The herein 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  
200 Kalmus Drive, P.O. Box 9050  
Costa Mesa CA, 92628-9050

To Scholarship Prep/Scholarship Prep Charter School at:  
Senator Gloria Romero (Retired) and Jason Watts  
12262 Kayak Street  
Mira Loma, CA 91752

**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 Scholarship Prep/Scholarship Prep Charter School:      For the Board:

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

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

\_\_\_\_\_

\_\_\_\_\_



**ORANGE COUNTY BOARD OF EDUCATION**

**BOARD AGENDA ITEM**

DATE: August 3, 2016  
TO: Nina Boyd, Associate Superintendent  
FROM: Renee Hendrick, Associate Superintendent, Administrative Services  
SUBJECT: Instructional Materials  
Resolution #22-16

Education Code Section 60119 requires the governing board of any school district or county office of education receiving instructional material funds from any source to hold a public hearing annually and to encourage participation by parents, teachers, members of the community and bargaining unit leaders. Education Code Sections 60605 and 33126 require that the governing board make the determination that each pupil of the county office of education has available textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

The Board will hear input on August 3, 2016 at 4:00 PM at the Orange County Department of Education, 200 Kalmus Drive, Costa Mesa, CA 92626.

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**RECOMMENDATION:**

Adopt Resolution #22-16 stating that each pupil of the county office has available textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board and in accordance with the procedures as established. Adopted resolution will be posted on the Orange County Department of Education website and will be distributed as requested.

RESOLUTION OF THE ORANGE COUNTY BOARD OF EDUCATION  
DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS  
AND INSTRUCTIONAL MATERIALS FOR 2016-17

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing was held on August 3, 2016, at 4:00 p.m. o'clock, which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,

- (iv) English/language arts, including the English language development component of an

(v) Visual and performing arts. (Not listed in 60605 or 33126)

BE IT FURTHER RESOLVED, that for the 2016-17 school year, the Orange County Board of Education has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

AYES:                   Members:

NOES:                      Members:

ABSENT:           Members:

STATE OF CALIFORNIA )

COUNTY OF ORANGE )

by the \_\_\_\_\_ at a regular meeting of the said board held \_\_\_\_\_

at \_\_\_\_\_, California on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_, President \_\_\_\_\_, Secretary

*JB*

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

Assignment	2015-16 Fiscal Year	2016-17 Fiscal Year
Executive Committee (monthly)	Hammond Lindholm	Lindholm Bedell
CCBE Board of Directors (3 meetings)	Bedell	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	Williams
OCSBA (3 ACSA/OCSBA dinner meetings; 4 Board of Directors Meetings; 3 Fiscal Seminars)	Bedell	
PTA Liaison (4 meetings)	Williams	Boyd

RECOMMENDATION:

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