

JB

REGULAR MEETING  
April 11, 2018  
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.

PLEDGE OF ALLEGIANCE

Dean West, Associate Superintendent, Business Services Division

ROLL CALL

(\*)AGENDA

Regular Meeting of April 11, 2018 - adoption

(\*)MINUTES

Regular Meeting of March 14, 2018 – approval

PUBLIC COMMENTS

(30 minutes)

TIME CERTAIN

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

Orange County Workforce Innovation High School – Material Revision

2. Student Program Update – The Parent Infant Education and Support (PIES) program, Dennis Roberson, Chief, Special Education Services
3. Charter School Update – Orange County Academy of Sciences and Arts (OCASA), Kapil Mathur, Executive Director
4. Special Presentation – Nicole Savio, Administrator, Division of Community & Student Support Services, will facilitate presentations to the 2018 Orange County Classified School Employees of the Year

Para-Educator and Instructional Assistance  
Tizoc Castillo  
Valencia Park Elementary School  
Fullerton School District

Maintenance, Operations, and Facilities  
Arthur Camarena  
Harbour View Elementary School  
Ocean View School District

Support Services and Security  
Sheree Newman  
District Office  
Westminster School District

Office and Technical  
Patricia Ellis  
Estock Elementary School  
Tustin Unified School District

Transportation  
Francine Harms  
Transportation Department  
Newport-Mesa Unified School District

Child Nutrition  
Chou Chiang  
Los Alamitos Elementary School  
Los Alamitos Unified School District

County Superintendent Special Recognition Award  
Kayoko Nakauchi  
Certificated Personnel Secretary  
Huntington Beach Union High School District

Reception

Reception recognizing Classified School Employees of the Year

#### CONSENT CALENDAR

- (\*) 5. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (\*) 6. Accept the \$25,000 donation from SchoolsFirst Federal Credit Union in support of the 2018 Academic Pentathlon program and send a letter of appreciation to donor.

- (\*) 7. Adopt Resolution #07-18: School Safety.
- (\*) 8. Approve apportionment of Federal Forest Reserve receipts in the amount of \$59,754.03.

#### TIME CERTAIN

- 9. Public Hearing – Renee Hendrick, Associate Superintendent, Division of Administrative Services, will conduct a public hearing on CSEA’s Initial Proposal to Superintendent
- 10. Public Hearing – Renee Hendrick, Associate Superintendent, Division of Administrative Services, will conduct a public hearing on Superintendent’s Initial Proposal to CSEA
- 11. Public Hearing – Renee Hendrick, Associate Superintendent, Division of Administrative Services, will conduct a public hearing on OCSEA’s Initial Proposal to Superintendent
- 12. Public Hearing – Renee Hendrick, Associate Superintendent, Division of Administrative Services, will conduct a public hearing on Superintendent’s Initial Proposal to OCSEA

#### STAFF RECOMMENDATIONS

- 13. Material revision for Scholarship Prep Charter School  
(The material revision for Scholarship Prep Charter School has been withdrawn by the petitioner.)
- (\*) 14. Approve the Agreement between the Orange County Board of Education and Tomorrow Leadership Collaborative Charter School and designate the Associate Superintendent to sign the Agreement on behalf of OCBE.
- (\*) 15. Approve the Agreement between the Orange County Board of Education and Vista Condor Global Academy Charter School and designate the Associate Superintendent to sign the Agreement on behalf of OCBE.
- (\*) 16. Approve the amended Samueli Academy resolution indicating a revised deadline of May 9, 2018.

#### BOARD LUNCH BREAK

## TIME CERTAIN

17. Inter-district Appeal Hearing (closed) – Student #04112018001I – La Habra School District to Fullerton School District
18. Inter-district Appeal Hearing (closed) – Student #04112018002I – Buena Park School District to Centralia School District
19. Inter-district Appeal Hearing (closed) – Student #04112018003I – Orange Unified School District to Newport-Mesa Unified School District

## CLOSED SESSION

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

## INFORMATION ITEMS

### BOARD DISCUSSION ITEMS

- Ron Wenkart, General Counsel (Boyd)
- AB 329 CA Healthy Youth Act (Williams)

### ANNOUNCEMENTS

- Superintendent
- Associate Superintendent

### Legislative Updates

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

### BOARD MEMBER COMMENTS

### EXECUTIVE COMMITTEE REPORT

## PUBLIC COMMENTS

(15 minutes)

## ADJOURNMENT





Nina Boyd  
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, May 9, 2018 at 10:00 a.m. The meeting will be in the Board Room at 200 Kalmus Drive, Costa Mesa, CA.

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

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



MINUTES  
Regular Meeting  
March 14, 2018

ORANGE COUNTY BOARD OF EDUCATION  
MINUTES

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by President Bedell at 10:03 a.m., March 14, 2018 in the Board Room, 200 Kalmus Drive, Costa Mesa, California.

PLEDGE OF ALLEGIANCE

Jeff Hittenberger, Ph.D., Chief Academic Officer

ROLL CALL

Present:

Linda Lindholm  
David L. Boyd  
John W. Bedell, Ph.D.  
Rebecca "Beckie" Gomez  
Ken Williams, D.O.

AGENDA

Motion by Williams, seconded by Gomez, and carried by a vote of 5-0, to approve the agenda of the March 14, 2018 Board meeting with one amendment, moving item #11 from Consent Calendar to Staff Recommendations on the agenda. (passed unanimously)

MINUTES

Motion by Boyd, seconded by Gomez, and carried by a vote of 5-0, to approve the minutes from the February 14, 2018 Regular Board meeting. (passed unanimously)

PUBLIC COMMENTS

- Chris Francis – Scholarship Prep
- Terri Shook – Scholarship Prep
- Kathleen Daugherty – Introduction
- Linda Cone – General
- Yolanda Alvarez – Tomorrow's Leadership Collaborative
- Jonathan Zimmerman – Tomorrow's Leadership Collaborative
- David Whitley – Student Walkout

TIME CERTAIN

1. Charter Submission(s) – Kelly Gaughran, Administrator, Charter Schools facilitated.  
There were no charter submissions.

2. Student Program Update – ACCESS/ Special Schools Safety Plans presented by Laura Strachan, Assistant Superintendent, ACCESS and Christine Laehle, Program Specialist, Instructional Services.
3. Charter School Update – USC College Prep Charter School presented by Oliver Sicat, Executive Director.
4. Public Hearing/Charter School Material Revision- Scholarship Prep – Aracely Chastain, Coordinator, Charter Schools facilitated the public hearing.
  - Scholarship Prep –Gloria Romero, Executive Director of Scholarship Prep and Jason Watts, co-founder
  - Garden Grove Unified School District- Dr. Gabriela Mafi, Superintendent; Teri Rocco, Board Member; and Sukhi Ahluwalia, Legal Counsel

PUBLIC COMMENTS (continue)

- Tina Gurney – Scholarship Prep
  - Dennise Allotey – Scholarship Prep
  - Tam Luong - Scholarship Prep
  - John Ing - Scholarship Prep
  - Andrea Perez - Scholarship Prep
  - Andrew Crowe - Scholarship Prep
  - Esther Morales - Scholarship Prep
  - Michelle Anderson - Scholarship Prep
  - Amelia Ramos - Scholarship Prep
  - Martha Zamora - Scholarship Prep
  - Patricia Guzman - Scholarship Prep
  - Demian Garcia-Monroy - Scholarship Prep
  - Vicki Lim - Scholarship Prep
  - Alicia Trujillo - Scholarship Prep
  - Arlene Contreras - Scholarship Prep
  - Aydee Vargas - Scholarship Prep
5. Presentation: California Teacher of the Year Recognition – Gregory Gardiner - Edison High School, Huntington Beach Union High School District

The Board took a recess from 1:01 p.m. to 1:34 p.m.

CONSENT CALENDAR

Motion by Boyd, seconded by Gomez, and carried by a vote of 5-0, to approve items #6, #7, #8, #9, #10, #12, and #13. (passed unanimously)

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

7. Adopt Resolution #03-18 to recognize April 16-20, 2018 as Week of the Young Child.
8. Adopt Resolution #04-18 to recognize April 2018 as Public Schools Month.
9. Adopt Resolution #5-18 to recognize May 9, 2018 as California Day of the Teacher.
10. Adopt Resolution #06-18 to recognize May 20-26, 2018 as Classified School Employees Week.
12. Approve Board resolution #08-18 on Full Funding.
13. Approve Board resolution #09-18 in Support of Accelerating the Distribution of Proposition 51 School Facilities Funds

#### STAFF RECOMMENDATIONS

14. Motion by Boyd, seconded by Williams, and carried by a vote of 5-0, to approve the 2017-2018 Second Interim Report, which has been certified as positive by the County Superintendent of Schools. (passed unanimously)
15. Motion by Williams, seconded by Bedell, and carried by a vote of 5-0, to approve the request that the Board designate the Associate Superintendent to negotiate an amended Agreement on behalf of OCBE for Vista Condor Global Academy. (passed unanimously)
16. Motion by Boyd, seconded by Williams, and carried by a vote of 5-0, to approve the request that the Board designate the Associate Superintendent to negotiate an amended Agreement on behalf of OCBE for Scholarship Prep Charter School. (passed unanimously)
11. Approve Board resolution #07-18 on School Safety.

Motion by Williams, seconded by Boyd, and carried by a vote of 5-0 to postpone item #11 to the April 11, 2018 Board meeting and designate Trustee Williams, Trustee Boyd, and Associate Superintendent Nina Boyd to review resolution #07-18.

17. Tomorrow's Leadership Collaborative- Dr. Jessica Tunney, Lead Petitioner  
Orange Unified School District- Dr. Gunn-Marie Hansen, Superintendent

PUBLIC COMMENTS (continue)

- Tim Surridge – Tomorrow's Leadership Collaborative
- Kelly Esparza – Tomorrow's Leadership Collaborative
- Jessica Peterson – Tomorrow's Leadership Collaborative
- Susan Toma-Berge – Tomorrow's Leadership Collaborative
- Sandi Ames – Tomorrow's Leadership Collaborative
- Don Cardinal - Tomorrow's Leadership Collaborative
- Denise Olivo – Tomorrow's Leadership Collaborative
- Jenny Marvin – Tomorrow's Leadership Collaborative
- Kathy Moffat – Tomorrow's Leadership Collaborative

Motion by Lindholm, seconded by Boyd, and carried by a roll call vote of 5-0, to approve the Tomorrow's Leadership Collaborative Charter School petition with OPTION TWO: Grant the appeal with conditions by approving the charter petition with conditions. This action would result in the charter petition being approved and requiring petitioners to address the areas of concern noted in the findings of fact and addressing the operational relationship of the parties in an Agreement prior to initiating operations. (passed unanimously)

18. The petition for Adrian Hands Academy was withdrawn by the petitioner.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

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

The Board did not go into closed session.

INFORMATION ITEMS

ANNOUNCEMENTS

Superintendent

- Active Shooter Drill
- Simon Foundation Scholarship dinner

- Acknowledgment- five Orange County school districts made the College Board AP district honor roll
- Acknowledgement- seven Orange County schools recognized as Civic Learning Schools

Associate Superintendent

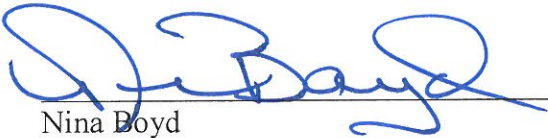
- Next Board meeting is April 11, 2018; deadline is March 28, 2018
- CCSA- San Diego
- NSBA- San Antonio

#### BOARD MEMBER COMMENTS

- Trustee Gomez- Fourth District PTA, WASC- 3/4/18, Mentoring Breakfast- 3/7/18, Climate Change-Tustin, National History Day
- Trustee Boyd- National History Day
- Trustee Lindholm- cross guard for Orange City students
- Trustee Williams- Public Comments time limitation

#### ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of March 14, 2018, was declared ended at 3:14 p.m.



Nina Boyd  
Assistant Secretary, Board of Education

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John W. Bedell, Ph.D.  
President, Board of Education

Next Regular Board Meeting, Wednesday, April 11, 2018, 10:00 a.m. - The meeting will be held 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.

April 11, 2018

[X] Mailed [ ] Distributed at meeting

JB

**ORANGE COUNTY BOARD OF EDUCATION**

**BOARD AGENDA ITEM**

DATE: March 22, 2018

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 12-15 removed (CONFIDENTIAL STUDENT INFORMATION)



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## ORANGE COUNTY BOARD OF EDUCATION

### BOARD AGENDA ITEM

DATE: April 11, 2018

TO: Nina Boyd, <sup>DB</sup>Associate Superintendent

FROM: Stacy Deeble-Reynolds, Director  
Division of Community and Student Support Services

SUBJECT: Acceptance of Donation for the Orange County  
Academic Pentathlon Program

The Orange County Department of Education and the Academic Pentathlon Program are pleased to be the recipient of a \$25,000 donation from SchoolsFirst Federal Credit Union. These funds will be used for the 2018 Academic Pentathlon competitions and award ceremonies for students in grades six through eight.

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RECOMMENDATION: Accept the \$25,000 donation from SchoolsFirst Federal Credit Union in support of the 2018 Academic Pentathlon program and send a letter of appreciation to donor.

SDR:kdg

*NB*

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: April 11, 2018  
TO: Nina Boyd, Associate Superintendent  
FROM: Darou Sisavath, Recording Clerk  
SUBJECT: Resolution #07-18  
School Safety

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RECOMMENDATION:

Adopt Resolution #07-18: School Safety.

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

**“SCHOOL SAFETY”**

**WHEREAS**, the California School Board Association requested a resolution on student safety to be passed by the Orange County Board of Education, based on the axiom **that** public schools support student academic achievement, and provide a foundation of personal academic growth, mental and physical health; and

**WHEREAS**, school safety is a prerequisite for achieving high levels of academic and social growth; and

**WHEREAS**, physical violence and emotional harassment alienates students from their peers and their academic and social environment, ultimately leaving a negative impact upon the school learning environment; and

**WHEREAS**, in its May 2017 study, *Indicators of School Crime and Safety: 2016*, the National Center for Education Statistics (NCES) found bullying, fighting, hate crime of intimidation, violent victimization, teacher victimization, students thefts, and illegal substance abuse as student safety issues in the USA; and

**WHEREAS**, in the same study, 16 percent of high school students reported carrying a weapon at any point during the previous 30 days and 4 percent reported carrying a weapon on campus during the previous 30 days; and

**WHEREAS**, the national tragedy of school shootings in the USA is a national issue requiring thoughtful response to reduce gun violence and school shootings; and

**WHEREAS**, gun violence on school campuses, while relatively rare, represents an unacceptable finding in the NEEC report in the American consciousness and to the lives of students, teachers and staff; and

**WHEREAS**, exposure to physical and emotional trauma can adversely affect a child's long term emotional and mental health ; and

**WHEREAS**, supports the right of students and staff to attend schools that are safe and free from violence and harassment, especially life-threatening forms of violence; and

**WHEREAS**, all students, regardless of background, merit access to services that support and enhance their physical, mental and emotional health; and

**WHEREAS**, safe schools provide an environment where teaching and learning can flourish; disruptions are minimized; violence, bullying and fear are absent; students are not discriminated against; expectations for behavior are clearly communicated and standards of behavior are maintained; and consequences for infractions are consistently and fairly applied; and

**NOW, THEREFORE BE IT RESOLVED**, that the governing board of the Orange County Department of Education (OCDE) has completed and holds regular drills as prescribed in both school site and district emergency plans and that said plans involve all school district personnel, law enforcement, fire and medical rescue personnel, emergency management personnel and others essential to preventing, mitigating or resolving any potential crisis.

**BE IT FURTHER RESOLVED**, that reviews school site discipline rules and procedures to ensure they are appropriately enforced and that student handbooks explaining codes of conduct, unacceptable behavior and disciplinary consequences are given to all students, parents and caregivers. The OCDE further improves upon, implements, and monitors policies and programs that support a positive school climate, free from harassment and violence.

**BE IT FURTHER RESOLVED**, that the Orange County Department of Education continues to work with a spectrum of local community stakeholders, local law enforcement, mental health professionals, parents, students, teachers and staff to take any threats of school violence seriously; and

**BE IT FURTHER RESOLVED**, that urges the state of California and the United States Congress to implement commonsense measures consistent with the US Constitution and laws of our country that prioritize student safety and environments where all students have the opportunity to learn, grow and thrive.

**AYES:**

**NOES:**

**ABSENT:**

**STATE OF CALIFORNIA, COUNTY OF ORANGE**

**I, John W. Bedell, Ph.D.**, President to the Board of Education of Orange County, California hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 11<sup>th</sup> day of April 2018.

**IN WITNESS THEREOF**, I have hereunto set my hand and seal this 11<sup>th</sup> day of April 2018.

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John W. Bedell, Ph.D., President -  
Orange County Board of Education

April 11, 2018

[X] Mailed [ ] Distributed at meeting

DB

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

DATE: April 11, 2018

TO: Al Mijares

FROM: Renee Hendrick, Associate Superintendent

SUBJECT: Apportionment of Federal Forest Reserve Receipts

Funds are received each year from the United States Government from forest reserves to be used by school districts of the County within or adjacent to a United States Forest Reserve. Section 2300 of the Education Code indicates that upon approval of the County Board of Education, the County Superintendent of Schools may retain 15% of the funds and shall apportion 85% of these funds to such school districts.

The following apportionment is based on the same proportion of land of the Cleveland National Forest that exists in the component district:

Capistrano Unified	2.80%	\$ 1,673.11
Orange Unified	31.52%	18,834.47
Rancho Santiago Community College	15.77%	9,423.21
South OC Community College	12.57%	7,511.08
Saddleback Valley Unified	22.34%	13,349.05
Orange County Department of Education	<u>15.00%</u>	<u>8,963.11</u>
Total	100.00%	\$ 59,754.03

**RECOMMENDATION:**

Approve apportionment of Federal Forest Reserve receipts in the amount of \$59,754.03

*NB*

ORANGE COUNTY BOARD OF EDUCATION

**BOARD ACTION ITEM**

DATE: March 29, 2018  
TO: Nina Boyd, Associate Superintendent  
FROM: Aracely Chastain, Coordinator  
SUBJECT: Tomorrow's Leadership Collaborative Charter School – Agreement

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DESCRIPTION:

An Agreement for Tomorrow's Leadership Collaborative Charter School has been negotiated and approved by the charter school board. The Agreement addresses the operational relationship between Tomorrow's Leadership Collaborative Charter School, OCBE and the Orange County Department of Education effective July 1, 2018. In addition, the Agreement includes the conditions to address the findings as specified in the Staff Report and Findings of Fact dated March 1, 2018.

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RECOMMENDATION:

Approve the Agreement for Tomorrow's Leadership Collaborative Charter School and designate the Associate Superintendent to sign on behalf of OCBE.

Enclosures: Agreement



**AGREEMENT BETWEEN  
ORANGE COUNTY BOARD OF EDUCATION AND  
TOMORROW'S LEADERSHIP COLLABORATIVE CHARTER SCHOOL  
FOR THE OPERATION OF  
TOMORROW'S LEADERSHIP COLLABORATIVE CHARTER SCHOOL**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2018 by and between the Orange County Board of Education ("Board") and Tomorrow's Leadership Collaborative Charter School, a nonprofit public benefit corporation operating the Tomorrow's Leadership Collaborative 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 with conditions the petition of Charter School, filed on appeal from a district-denied petition for a five-year period beginning on **7/1/2018** through **6/30/2023**, with specific conditions placed upon opening and operations, including entering into this Agreement. The Staff Report and Findings of Fact and Recommendation, submitted to and approved by the Board is incorporated herein by reference, and identifies the conditions to be met by **July 1, 2018** that will be part of the monitoring and oversight of the charter.
- B. Tomorrow's Leadership Collaborative Charter School is a California non-profit public benefit corporation that will operate the Charter School. Charter School shall ensure that at all times throughout the term of this charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Tomorrow's Leadership Collaborative Charter School as they pertain to Tomorrow's Leadership Collaborative 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. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on **March 14, 2018**, the terms of this Agreement shall control.

**II. TERM OF AGREEMENT**

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each party for the term of the charter, shall be reviewed at least annually 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 will take effect only if approved by the Board and the Charter School 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.
- D. Any modifications of the approved charter must be in writing and submitted to OCDE for review and determination as to whether such amendments must be submitted to the Board as a material revision to the charter. Such amendments may only be submitted to the Board upon the approval of the Charter School's board, and will take effect only if approved by the Board.

### **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, the Political Reform Act, Government Code section 1090 et seq. and all applicable conflict of interest laws, federal and state nondiscrimination laws and regulations, and prohibitions against unauthorized student fees.
- 2. Within **ten (10) business days** of board meetings, Charter School shall provide OCDE with an audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963.

#### **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 adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. Shared expenses shall be apportioned to each charter school in proportion to its average daily attendance. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by the Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request. Each year the Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and the Charter school's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, the Charter School shall promptly respond as required by Education Code section 47604.3.
4. 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.
5. 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.
6. Student Attendance Accounting and Reporting
  - a. No later than **July 1, 2018**, 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.

## 7. 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.
- c. 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 Tomorrow's Leadership Collaborative Charter School and its affiliated charter schools, not just those directly related to Tomorrow's Leadership Collaborative Charter School, upon request from OCDE in accordance with Education Code section 47604.3.

## 8. 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 Charter School shall forward any written notice to OCDE within **three (3) business days** of any modification, change or cancellation of any of the above insurance coverage. OCDE may request to see evidence of insurance coverage during site visits. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of Charter School. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided

to Charter School to protect the interests of Charter School as well as OCDE, 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 inform OCDE within **two (2) business days** of 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 Organization Contracts: Charter School shall ensure the following for any 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. All contracts between the Charter School and the C/EMO shall include a provision that the C/EMO shall comply with Education Code section 47604.3 and the California Public Records Act, Government Code sections 6250 et. Seq.
  - e. Any change of C/EMO vendor shall be presented to the Board for approval as a material revision to the charter, if all above requirements are met.

F. Facilities Agreement

1. No later than **July 1, 2018**, 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.
2. 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.

2. 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. CHARTER-SPECIFIC CONDITIONS**

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

#### **V. SEVERABILITY**

If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy or statute, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

#### **VI. NON-ASSIGNMENT**

No portion of this Agreement or the Charter petition approved by the Board may be assigned to another entity without the prior written approval of the Board.

#### **VII. WAIVER**

A waiver of any provision or term of this Agreement must be in writing and signed by both parties. Any such waiver shall not constitute a waiver of any other provision of this Agreement. All parties agree that neither party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992.

#### **VIII. NONDISCRIMINATION**

The parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, including agreement that 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.

#### **IX. NOTIFICATION**

All notices, requests and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To OCDE at:

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



To Tomorrow's Leadership Collaborative Charter School at:

Jessica Tunney, Executive Director/Principal  
122 Trafalgar  
San Clemente, CA 92672

**X. 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.

**XI. 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 Agreement
- b) Documents incorporated by reference to the Agreement, including Exhibit A, Exhibit B, and the redlined changes to the charter petition
- c) The Charter
- d) The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as the charter school, as applicable

For Tomorrow's Leadership Collaborative Charter School:      For the Board:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

**EXHIBIT A**  
**INSURANCE COVERAGE AND POLICIES**

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 for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, Charter School shall procure property insurance in amounts as close to replacement value as possible and sufficient to protect the school's interests.
2. General Commercial Liability with at least \$5,000,000 per occurrence and \$20,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, Fire Legal Liability, of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of Charter School, its governing board, officers, agents, employees, and/or students.
3. Workers' Compensation insurance in accordance with the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts, which may arise from Charter School's operation, with statutory limits. The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$2,000,000 Combined Single Limit per Occurrence if 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 to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School's funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insured retention.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$20,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$20,000,000 per occurrence. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$20,000,000.

## EXHIBIT B

### CHARTER-SPECIFIC CONDITIONS

As a condition of charter petition approval by the Board, prior to commencing operations and no later than **July 15, 2018**, Charter School shall submit a Charter School Board approved revised charter, revised budget and contingency plan, and amended bylaws to OCDE as delineated below.

1. **Admissions Requirements**

Clarify language to indicate that families will have “three business days” to confirm enrollment and “two business days” to accept a waitlist offer.

2. **Local Control and Accountability Plan**

A. Add specific goals for outreach and involvement for parents of unduplicated pupils and those with exceptional needs.

B. Add implementation of English language development (ELD) standards in outcomes.

3. **Budget**

Submit a revised budget and contingency plan that addresses the concerns regarding budget projections, specifically, teacher salaries, special education costs and legal fees.

4. **Maintenance of Records**

Add the transfer and maintenance of records language pursuant to California Code of Regulations Title 5, § 11962 (e) which states that, as used in Education Code sections 47605(b)(5)(P), closure procedures means, at a minimum, to include the transfer and maintenance of personnel records.

5. **Bylaws**

A. Review and revise bylaws as necessary to make them consistent with the provisions of the charter.

B. Amend language in Article 7, Section 7 to state that no corporate funds will be expended to any person for purposes of board/director nomination.

C. Amend language in Article 8, Section 1 to state that the TLC Executive Director shall serve as the President of the corporation, but no other TLC employees shall serve as corporate officers.



*RB*

ORANGE COUNTY BOARD OF EDUCATION

**BOARD ACTION ITEM**

DATE: March 29, 2018  
TO: Nina Boyd, Associate Superintendent  
FROM: Aracely Chastain, Coordinator  
SUBJECT: Vista Condor Global Academy – Agreement

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DESCRIPTION:

An Agreement for Vista Condor Global Academy has been negotiated and approved by the charter school board. The Agreement addresses the operational relationship between Vista Charter Public Schools, a nonprofit public benefit corporation operating Vista Condor Global Academy, OCBE and the Orange County Department of Education effective July 1, 2018. In addition, the Agreement includes the conditions to address the findings as specified in the Staff Report and Findings of Fact dated November 29, 2017.

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RECOMMENDATION:

Approve the Agreement for Vista Condor Global Academy and designate the Associate Superintendent to sign on behalf of OCBE.

Enclosures: Agreement

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

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2018** by and between the Orange County Board of Education ("Board") and Vista Charter Public Schools, a nonprofit public benefit corporation operating the Vista Condor Global Academy (hereinafter collectively referred to as "Charter School").

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

**I. INTRODUCTORY PROVISIONS**

- A. The Board approved with conditions the petition of Charter School, filed on appeal from a district-denied petition for a five-year period beginning on **7/1/2018** through **6/30/2023**, with specific conditions placed upon opening and operations, including entering into this Agreement. The Staff Report and Findings of Fact and Recommendation, submitted to and approved by the Board is incorporated herein by reference, and identifies the conditions for approval to be met by **July 1, 2018** that will be part of the monitoring and oversight of the charter.
- B. Vista Charter Public Schools 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 Vista Charter Public Schools as they pertain to Vista Condor Global Academy 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. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on **December 13, 2017**, the terms of this Agreement shall control.

**II. TERM OF AGREEMENT**

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each party for the term of the charter, shall be reviewed at least annually 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 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.
- D. Any modifications of the approved charter must be in writing and submitted to OCDE for review and determination as to whether such amendments must be submitted to the Board as a material revision to the charter. Such amendments may only be submitted to the Board upon the approval of the Charter School's board, and will take effect only if approved by the Board.

### **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, the Political Reform Act, Government Code section 1090 et seq. and all applicable conflict of interest laws, federal and state nondiscrimination laws and regulations, and prohibitions against unauthorized student fees.
- 2. Within **ten (10) business days** of board meetings, Charter School shall provide OCDE with an audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963.

#### **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 adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. Shared expenses shall be apportioned to each charter school in proportion to its average daily attendance. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by the Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request. Each year the Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and the Charter school's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, the Charter School shall promptly respond as required by Education Code section 47604.3.
4. 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.
5. 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.
6. Student Attendance Accounting and Reporting
  - a. No later than **July 1, 2018**, 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.

## 7. 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.
- c. 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 Vista Public Charter School and its affiliated charter schools, not just those directly related to Vista Condor Global Academy, upon request from OCDE in accordance with Education Code section 47604.3.

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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.
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1. No later than **July 1, 2018**, 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.
2. 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.

2. 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. CHARTER-SPECIFIC CONDITIONS**

1. As a condition of charter petition approval by the Board, Charter School agrees to all charter specific conditions set forth in Exhibit B, Charter-specific Conditions, which is herein incorporated by reference.
2. Prior to commencing operations and no later than **July 1, 2018**, Charter School shall submit documentation to OCDE to verify the conditions in Exhibit B are fully met.
3. Should Charter School fail to meet fully the conditions in Exhibit B, the Board reserves the right to take further action including, but not limited to, revoking its approval of the charter.

#### **V. SEVERABILITY**

If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy or statute, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

#### **VI. NON-ASSIGNMENT**

No portion of this Agreement or the Charter petition approved by the Board may be assigned to another entity without the prior written approval of the Board.

#### **VII. WAIVER**

A waiver of any provision or term of this Agreement must be in writing and signed by both parties. Any such waiver shall not constitute a waiver of any other provision of this Agreement. All parties agree that neither party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992.

#### **VIII. NONDISCRIMINATION**

The parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, including agreement that 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.

#### **IX. NOTIFICATION**

All notices, requests and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To OCDE at:

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



To Vista Charter Public Schools/Vista Condor Global Academy at:

Don Wilson, Superintendent  
2900 West Temple Street  
Los Angeles, CA 90026

**X. 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.

**XI. 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 Agreement/MOU
- b) The Charter
- c) Documents incorporated by reference to the Agreement, including Exhibit A, Exhibit B, and the redlined changes to the charter petition to reflect the Board's specific conditions required in the charter petition.
- d) The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as the charter school, as applicable.

For Vista Charter Public Schools/  
Vista Condor Global Academy:

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

\_\_\_\_\_

Signature

\_\_\_\_\_

Print name

For the Board:

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

\_\_\_\_\_

Signature

\_\_\_\_\_

Print name

## **EXHIBIT A**

### **INSURANCE COVERAGE AND POLICIES**

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 for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, Charter School shall procure property insurance in amounts as close to replacement value as possible and sufficient to protect the school's interests.
2. General Commercial Liability with at least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, Fire Legal Liability, of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of Charter School, its governing board, officers, agents, employees, and/or students.
3. Workers' Compensation insurance in accordance with the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts, which may arise from Charter School's operation, with statutory limits. The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$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 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 Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

## EXHIBIT B

### CHARTER-SPECIFIC CONDITIONS

Prior to commencing operations and no later than **July 1, 2018** Charter School shall comply with the following conditions.

1. **Special Education**

Amend language in the charter pages 90-99 to indicate that Charter School shall be joining the El Dorado SELPA and ensure that all language reflects that choice, including due process hearings for mediation to defend care.

2. **Uniform Mandate**

Amend uniform policy in charter page 17 to accurately reflect that dress code allows for purchase of uniforms from any vendor, remove requirement of school logo or provide school logo free of charge to families who choose to purchase uniform from other vendors, and includes a clear statement that the school will provide a sufficient amount uniforms for families who request them regardless of ability to purchase uniforms.

3. **Measurable Pupil Outcomes/LCAP**

State Priority 3 – Add specific details regarding actions/services to promote parental participation for parents of English learners (beyond ELAC), low income, foster youth and special education students.

State Priority 5 –Modify goals to reflect expected attendance rate and annual goals. Clarify student baseline goal for chronic absenteeism.

State Priority 7 – Add specific actions/services developed and provided to individuals with exceptional needs (special education students specifically).

4. **Affirmations and Assurances**

Add adherence to the Political Reform Act

5. **Employee Qualifications**

Add Chief Financial Officer to the organizational chart on page and include job description.

6. **Health and Safety**

A. Add language to charter (page 145) that school will comply with EC 44830.1 that no person who has been convicted of a violent or serious felony shall be hired in a position requiring certification.

B. Add language (page 146) that school will provide sexual harassment prevention training in accordance with Government Code 12950.1.

C. Add language (page 146) regarding medical exemptions for immunizations per SB 277.

7. **Admissions**

A. Clarify language (page 153) regarding time period for parents to respond to lottery space offer.

B. Align notification timelines of student status after lottery in conflicting areas (pages 153 & 155).

- C. Add language to charter Element 8 (page 152) that Charter School will comply with requirements under AB 1360 that go into effect January 1, 2018.

*AB 1360: Admissions Preferences, including, but not limited to, siblings of pupils admitted or attending the charter school and children of the charter school's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis. Priority order for any preference shall be determined in the charter petition in accordance with all of the following:*

- (i) Each type of preference shall be approved by the chartering authority at a public hearing.*
- (ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.*
- (iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.*
- (iv) In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.*

## **8. Suspension and Expulsion**

- A. Add language to charter Element 10 (page 157) per AB 1360:

*The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:*

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
  - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
  - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective*

*date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).*

- B. Clarify language in charter (page 166) that states that students may expelled for sexual harassment, hate violence, or harassment/threats/intimidation. However, California law limits this to only suspensions of students grade 4-12.
- C. Strike from charter (page 157) the following language that is inconsistent with the Charter Schools Act regarding material revisions regarding suspensions and expulsions: "and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements."
- D. Add specific number of days when notification of expulsion will be sent to the student and family to ensure adequate time for the appeal process.

#### **9. Dispute Resolution**

Add language to charter (page 181) that school accepts written notices by email and include the email address that should be used.

#### **10. Finance**

- A. Clarify language (page 180) that states "Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to Vista Condor Global Academy."
- B. Add language to charter does (page 156) that school will comply with the California School Accounting Manual as applied to charter schools.
- C. Reconcile Staffing Plan table (page 140) FTEs in charter to numbers in budget.
- D. Add language to charter (page 156) that states, "*Vista Charter Public Schools will adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each charter school it oversees. Shared expenses shall be apportioned to each charter school in proportion to its average daily attendance. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchase orders, and other appropriate documentation shall be maintained by Vista charter Public Schools. Each year Vista Charter Public Schools shall make all records relating to the expenses of its charter schools available to OCDE and its auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Vista Charter Schools shall promptly respond to all reasonable inquiries from OCDE as required by Education Code section 47604.3.*

RB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 23, 2018  
TO: Nina Boyd, Associate Superintendent  
FROM: Kelly Gaughran, Administrator, Charter Schools Unit  
SUBJECT: Samueli Academy-Extension Request

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DESCRIPTION:

On January 10, 2018, the Orange County Board of Education (OCBE) approved with conditions the renewal of Samueli Academy charter school for a term of five years beginning July 1, 2018. OCBE approved the Resolution to grant the renewal and approve the charter petition with the condition that the parties enter into an agreement that addresses all concerns identified in the Staff Report and Findings of Fact and any concerns raised by the Board by April 2018 or other appropriate timeline. Samueli Academy administration has requested an extension of the deadline to the OCBE meeting scheduled for May 9, 2018.

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RECOMMENDATION:

Approve the amended Resolution indicating a revised deadline of May 9, 2018.

Enclosure



**AMENDED RESOLUTION  
OF THE ORANGE COUNTY BOARD OF EDUCATION  
TO APPROVE WITH CONDITIONS  
THE RENEWAL FOR  
SAMUELI ACADEMY CHARTER SCHOOL**

**WHEREAS**, on November 8, 2017, the Orange County Board of Education (“Board”) received a petition from Samueli Academy for the renewal of Samueli Academy;

**WHEREAS**, the Board held a public hearing on the charter renewal on December 13, 2017, and received public comment thereon;

**WHEREAS**, the Board, at its regular meeting of January 10, 2018, reviewed and considered the renewal petition and all appropriate information received with respect to the renewal including a Staff Report prepared by members of Orange County Department of Education (“OCDE”) staff and approved with conditions the renewal of Samueli Academy charter school for a term of five years beginning July 1, 2018.

**WHEREAS**, the Board approved the Resolution to grant the renewal and approve the charter petition with the condition that the parties enter into an agreement that addresses all concerns identified in the Staff Report and Findings of Fact and any concerns raised by the Board by April 2018 or other appropriate timeline.

**WHEREAS**, in a letter dated March 21, 2018, the Samueli Academy administration requested an extension of the deadline to enter into an agreement to the Board’s regular meeting scheduled for May 9, 2018.

**NOW, THEREFORE, BE IT RESOLVED** that the Board hereby grants Samueli Academy’s charter school’s request to extend the timeline for entering into an agreement from April 2018 to May 2018.

**BE IT FURTHER RESOLVED** that the Board approves with conditions the renewal subject to conditions that address the findings as specified in the Staff Report and Findings of Fact. To satisfy the conditions, Petitioner and Board must fully execute an Agreement that addresses all of the conditions, as well as addressing the operational relationship between the renewal petition, the Board and OCDE no later than the Board’s regularly scheduled meeting in May 2018. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in May 2018, the Board reserves the right

to take further action, including but not limited to revoking its approval of the renewal of the charter. The terms of this Resolution are severable. Should it be determined that one or more of the findings is invalid, the remaining findings and the board action shall remain in full force and effect. Each finding is, in and of itself, a sufficient basis for the conditional approval.

STATE OF CALIFORNIA   )  
COUNTY OF ORANGE   )  
\_\_\_\_\_)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the \_\_\_\_ day of May, 2018, and that it was so adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

BY:

\_\_\_\_\_  
Clerk of the Orange County Board of Education

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March 21, 2018

Kelly Gaughran  
Administrator, Charter Schools  
Orange County Department of Education  
200 Kalmus Drive, B1007  
Costa Mesa, CA 92626

Re: Request for Extension to submit our Agreement and charter documents


Dear Kelly,

In your congratulatory letter to us dated January 11, 2018, you indicated that the OCBE had approved our charter renewal petition "with conditions". To satisfy these conditions, you stated an Agreement had to be executed between Samueli Academy and OCDE by the regularly scheduled OCBE meeting on April 11, 2018.

Unfortunately, we are not able to meet the April 11<sup>th</sup> deadline due to the timing of our Board meetings and the final resolution of the last three outstanding items and the Agreement, which is in process. The final Agreement and any additional changes made to our Bylaws or other governing documents will need to be reviewed with our Governance Committee and then submitted to our Board of Trustees for approval. We expect these activities will take place during the month of April and Board approval will be obtained at our April 24<sup>th</sup> Samueli Academy Board meeting. We could then provide you all the approved documents the following day for review at the OCBE meeting on May 9<sup>th</sup> meeting.

As we have stated in the past, we are so grateful of the strong partnership we have with your team and the entire Orange County Department of Education and we appreciate your understanding in extending the deadline.

Kindest regards,

  
Chris Simonsen  
Chief Executive Officer

**TRUST | RESPECT | RESPONSIBILITY**

1901 N. Fairview St. | Santa Ana, CA 92706 | 714-619-0245 | [www.samueliacademy.org](http://www.samueliacademy.org)