REGULAR MEETING
March 4, 2020
9:00 a.m.
Board Room
200 Kalmus Drive, Costa Mesa, CA

ORANGE COUNTY BOARD OF EDUCATION
AGENDA

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.

ROLL CALL

(*) AGENDA
Regular Meeting of March 4, 2020 – adoption

PUBLIC COMMENTS
Related to Closed Session Only

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

CLOSED SESSION 2
CONFEREENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Orange County Board of Education v. OC Superintendent of Schools, Al Mijares, and State Superintendent of Public Instruction, Tony Thurmond
Case No 30-2019-01112665-CU-WM-CJC -Government Code §§ 54956.9(a) and (d)(1)

WELCOME
10:00 a.m.

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

(*) MINUTES
Regular Meeting of February 5, 2020 – approval

PUBLIC COMMENTS
(30 minutes)
CONSENT CALENDAR

(*) 1. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.

(*) 2. Adopt Resolution #04-20 to recognize April 13-17, 2020 as Week of the Young Child.

(*) 3. Adopt Resolution #05-20 to recognize April 2020 as Public Schools Month.

(*) 4. Adopt Resolution #06-20 to recognize May 13, 2020 as California Day of the Teacher.

(*) 5. Adopt Resolution #07-20 to recognize May 17-23, 2020 as Classified School Employees Week.

(*) 6. Approve the list of district personnel as certified supervisors of attendance.

CHARTER SCHOOLS

7. Charter Submissions


Discussion Format:
Scholarship Prep Charter School
Santa Ana Unified School District
Public Comments – Scholarship Prep Charter School
Board Questions

BOARD RECOMMENDATIONS

STAFF RECOMMENDATIONS

(*) 9. Board action on Orange County School of the Arts

(*) 10. Approve the 2019-2020 Second Interim Report, which has been certified as positive by the County Superintendent of Schools.
INFORMATION ITEMS

BOARD DISCUSSION
-Board Policy on New Member Governance (Bedell)
- Term Limits Committee Report (Gomez and Williams)
- Board Benefits Committee Report (Bedell and Barke)

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, April 15, 2020 at 9:00 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
February 5, 2020

ORANGE COUNTY BOARD OF EDUCATION
MINUTES

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by Board President Barke at 5:02 p.m., February 5, 2020 in the Board Room, 200 Kalmus Drive, Costa Mesa, California.

ROLL CALL

Present:
Lisa Sparks, Ph.D.
Ken L. Williams, D.O.
Mari Barke
Rebecca “Beckie” Gomez
John W. Bedell, Ph.D.

(*)AGENDA

Motion by Bedell, seconded by Williams, and carried by a vote of 5-0 to approve the agenda of the Regular Meeting of February 5, 2020.

PUBLIC COMMENTS

Related to Closed Session Only - None

The Board went into closed session from 5:03 p.m. to 6:08 p.m.

CLOSED SESSION 1

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

CLOSED SESSION 2

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. OC Superintendent of Schools, Al Mijares, and State Superintendent of Public Instruction, Tony Thurmond Case No 30-2019-01112665-CU-WM-CJC -Government Code §§ 54956.9(a) and (d)(1)

Report Out

Mr. Brenner reported, with respect to closed session #1, the Board received an update and approved by a 4-1 vote (Williams, Barke, Sparks, and Gomez voted Yes; Bedell voted No), the public reading of a board statement. The Board will conclude closed session #1 and conduct closed session #2 at a later time.
INVOCATION  
Dr. Ahmed Soboh, Chairman, Islamic Shura Council of Southern California

PLEDGE OF ALLEGIANCE  
Dr. Jeff Barke

NATIONAL ANTHEM  
Tawnie Shorter  
Musical Theatre, OCSA Class of 2021

INTRODUCTIONS  
There were no introductions.

Comment  
Associate Superintendent, Nina Boyd commented that due to the last-minute board date change, the Superintendent will be arriving at a later time because he had a prior commitment to speak at a teachers recognition event at the Bowers Museum.

MINUTES  
Motion by Bedell, seconded by Williams, and carried by a vote of 5-0, to approve the minutes of the January 8, 2020 Regular Board Meeting.

PUBLIC COMMENTS

- Imam Mustafa, General
- Jerardo Ortega, General
- Jenny Hernandez, General
- Brenda Lebsack, General
- Jeraldo Lechuga, General
- Linda Cone, General
- Natalia Garcia, Charter School

CONSENT CALENDAR  
Motion by Bedell, seconded by Williams, and carried by a vote of 5-0, to approve Consent Calendar item #1 and item #2.

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

2. Accept the 2nd Quarter Report on Williams Uniform Complaints for OCDE student programs for the period of October 1 to December 31, 2019.

CHARTER SCHOOLS

   - Scholarship Prep- Gloria Romero, Executive Director  
   - Dennise Allotey, Principal
   
   ▪ Dr. Ralph Opacic, OCSA
   ▪ Dr. Alfonso Jimenez, Deputy Superintendent, Educational Services, SAUSD
   ▪ Ms. Sarah Sutherland, Legal Counsel, SAUSD

PUBLIC COMMENTS (OCSA only)

   ▪ Saranya Dhanidina, OCSA
   ▪ Rob Cutietta, OCSA
   ▪ Luisa Romero, OCSA
   ▪ Henry Walker, OCSA
   ▪ Patty Juarez, OCSA
   ▪ Lisa Argyros and Ryan Mitchell, OCSA
   ▪ Christine Allcorn, OCSA
   ▪ Mahi Shiroor, OCSA
   ▪ Margaret Chidester, OCSA
   ▪ Celia Zaree, OCSA
   ▪ Angela and Emmi Greir, OCSA
   ▪ Daniel and Grace Kim, OCSA

The Board took a recess from 8:41 p.m. to 9:07 p.m.

BOARD RECOMMENDATIONS

5. Posting of Public Documents was discussed in closed session.

6. Motion by Williams, seconded by Bedell, and carried by a vote of 5-0, to adopt board resolution #02-20: National Black History Month.

7. Motion by Bedell, seconded by Gomez, and carried by a vote of 5-0, to adopt Resolution #03-20 to recognize March 2020 as Arts Education Month.

STAFF RECOMMENDATIONS

8. Motion by Bedell, seconded by Gomez, to approve the 2019-20 First Interim Report, which has been certified as positive by the County Superintendent of Schools. The motion failed by a vote of 2-3 (Bedell and Gomez voted Yes; Sparks, Williams, and Barke voted No).

Subsidiary motion by Sparks, seconded by Barke to approve First Interim report variances in excess of $25,000. Approval of the variances do not affect the reductions adopted and approved by the Board on June 26, 2019 and August 1, 2019. The motion
was carried by a vote of 3-2 (Barke, Sparks, and Williams voted Yes; Gomez and Bedell voted No.)

PUBLIC COMMENTS (IIA only)

- Miles Durfee, Irvine International Academy
- Mary Ann Gallaway, Irvine International Academy
- Dr. Randy Gallaway, Irvine International Academy
- Tamara Freeze, Irvine International Academy
- Glen Rogers, Irvine International Academy
- Stephan Scott, Irvine International Academy
- Terry Do, Irvine International Academy
- Aaron Fu, Irvine International Academy

STAFF RECOMMENDATIONS

9. Board action on Irvine International Academy (IIA)

Representatives from IIA:

- Dr. Michael Scott, Principal, IIA
- Doug Husen, Board President, IIA
- Mark Hopkins, Consultant
- Sei Hee Park, Legal Counsel
- Scott Warner, Backoffice, Charter School Management Company

Representative from Irvine Unified School District:

- Terry Walker, Superintendent, Irvine Unified School District

Motion by Bedell, seconded by Gomez, and carried by a vote of 5-0, to approve the staff recommendation of Option III and Deny the Irvine International Academy charter school petition.

INFORMATION ITEMS

ANNOUNCEMENTS

Superintendent

- OC Parents Magazine recognition of 25 teachers, Bowers Museum

Associate Superintendent

- Esplanade Update by Renee Hendrick, Associate Superintendent of Administrative Services
- Christine Sun Kim, alumni of University High, Deaf and Hard of Hearing program, signed the national anthem at Sunday’s Super Bowl.
- Next board meeting is March 4th at 9:00 a.m.– Submission deadline is February 19th
- Office Closed: Monday, February 10th and Monday, February 17th
BOARD MEMBER COMMENTS

- Trustee Barke- ISSAC visit, National School Choice week at Santa Ana Zoo, and NSBA Conference

PUBLIC COMMENTS

None

The Board took a recess from 11:04 p.m. to 11:28 p.m. to go into closed session.

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Orange County Board of Education v. Orange County Superintendent of Schools, Case No. 30-2018-01023385-CU-MC-CJC

Government Code Section 54956.9(a) and (d)(1)

CLOSED SESSION 2

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION Orange County Board of Education v. OC Superintendent of Schools, Al Mijares, and State Superintendent of Public Instruction, Tony Thurmond Case No 30-2019-01112665-CU-WM-CJC -Government Code §§ 54956.9(a) and (d)(1)

Report Out by Mr. Brenner

In Closed Session #1 and #2, the Board received an update and concluded its discussion. The only action taken was to approve the invoices dated January 31, 2020 by a vote of 4-1 (Williams, Barke, Sparks, and Bedell voted Yes; Gomez voted No.)

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of February 5, 2020 adjourned at 11:31 p.m. in memory of Kobe Bryant, his daughter, and the families that lost their lives in a helicopter crash.

Nina Boyd
Assistant Secretary, Board of Education

Mari Barke
President, Board of Education

Next Regular Board Meeting, Wednesday, March 4, 2020 at 9:00 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.
DATE: February 12, 2020

TO: Nina Boyd, Associate Superintendent

FROM: Jeff Hittenberger, Chief Academic Officer

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 the basic skills prescribed by the governing board in accordance with Education Code 51412. It is requested that the Board approve the granting of diplomas to these students.

RECOMMENDATION:

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

LS:sl
Page 10 removed (CONFIDENTIAL STUDENT INFORMATION)
DATE: February 19, 2020

TO: Nina Boyd, Associate Superintendent

FROM: Darou Sisavath, Recording Clerk

SUBJECT: Resolution #04-20
Week of the Young Child

RECOMMENDATION:

Adopt Resolution #04-20 to recognize April 13-17, 2020 as Week of the Young Child.
RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA

WEEK OF THE YOUNG CHILD
APRIL 13-17, 2020

WHEREAS, the Orange County Board of Education and other local organizations, in conjunction with the National Association for the Education of Young Children (NAEYC), are celebrating the Week of the Young Child, with the theme, “Early Years Are Learning Years,” April 13-17, 2020;

WHEREAS, by calling attention to the need for high-quality early childhood services for all children and families within our community, these groups hope to improve the quality of and availability of such services; and

WHEREAS, the future of our community depends on the quality of the early childhood experiences provided to young children today; and

WHEREAS, high-quality early childhood services represent a worthy commitment to our children’s future by promoting school readiness and academic achievement.

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Education joins the National Association for the Education of Young Children (NAEYC) in proclaiming April 13-17, 2020, as the Week of the Young Child, with the theme, “Celebrating our Youngest Learners,” and encourages all residents of Orange County to support the needs of young children in our community.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Mari Barke, President, 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 4th day of March 2020.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of March 2020.

__________________________
Mari Barke, President
Orange County Board of Education

Resolution #04-20
ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 19, 2020

TO: Nina Boyd, Associate Superintendent

FROM: Darou Sisavath, Recording Clerk

SUBJECT: Resolution #05-20
         Public Schools Month

RECOMMENDATION:

Adopt Resolution #05-20 to recognize April 2020 as Public Schools Month.
RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA
PUBLIC SCHOOLS MONTH - APRIL 2020

WHEREAS, Public Schools Month has been sponsored and promoted by the Grand Lodge of Free and Accepted Masons of California since 1920; and

WHEREAS, communities and schools are urged to set aside one week during the month of April as a special time for the discussion of public schools and to enlist the support of the general public to the cause of public education; and

WHEREAS, the Public Schools Month affords an excellent opportunity for all Californians to give special recognition to students, parents, teachers, classified staff, administrators, school volunteers, and school board members; and

WHEREAS, the Public Schools Month impels us once again to affirm the success of California’s public schools; and

WHEREAS, the theme of the year’s Public Schools Month is “together we make a profound difference for public education”;

THEREFORE BE IT RESOLVED, that the Orange County Board of Education urges each school district in Orange County to establish a week during the month of April 2020 to promote education as the key to our nation’s future and the source of our nation’s strength.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Mari Barke, 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 4th day of March 2020 and passed by a vote of said Board Members present.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of March 2020.

Mari Barke, President
Orange County Board of Education

Resolution #05-20
ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE:       February 19, 2020

TO:         Nina Boyd, Associate Superintendent

FROM:       Darou Sisavath, Recording Clerk

SUBJECT:    Resolution #06-20
            California Day of the Teacher

RECOMMENDATION:

Adopt Resolution #06-20 to recognize May 13, 2020 as California Day of the Teacher.
RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA

CALIFORNIA DAY OF THE TEACHER
May 13, 2020

WHEREAS, Education Code Section 37222 designated the Day of the Teacher to recognize the enormous contributions of teachers and ancillary staff; and

WHEREAS, teachers and ancillary staff provide important leadership and guidance for students of all ages; and

WHEREAS, the positive influence and encouragement provided to children directly benefits the community; and

WHEREAS, it is fitting to recognize the significant role of teachers and ancillary staff in providing effective programs in schools of the Orange County Department of Education;

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Education recognizes teachers and ancillary staff for their dedicated service to education in the State of California and at the Orange County Department of Education and declares May 13, 2020 as the California Day of the Teacher.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Mari Barke, 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 4th day of March 2020.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of March 2020.

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

Resolution #06-20
ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE:    February 19, 2020

TO:      Nina Boyd, Associate Superintendent

FROM:    Darou Sisavath, Recording Clerk

SUBJECT: Resolution #07-20
         Classified School Employees Week

RECOMMENDATION:

Adopt Resolution #07-20 to recognize May 17-23, 2020 as Classified School Employees Week.
RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA

CLASSIFIED SCHOOL EMPLOYEES WEEK
May 17-23, 2020

WHEREAS, Education Code Section 45460 encourages recognition of the outstanding contributions of the classified school employees in the programs and services for the students in the Orange County Department of Education schools; and

WHEREAS, classified school employees are instrumental to the success of the educational programs; and

WHEREAS, classified school employees provide essential leadership and encouragement to the students in the Orange County Department of Education schools who represent the future of the country; and

WHEREAS, classified school employees are greatly responsible for maintaining the exceptional level of service that benefits the entire educational community;

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Education hereby recognizes classified school employees for their many services and dedication to education in the State of California and at the Orange County Department of Education and declares the week of May 17-23, 2020 as Classified School Employees Week.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Mari Barke, 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 4th day of March 2020.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of March 2020.

Mari Barke, President
Orange County Board of Education

Resolution #07-20
DATE:        February 12, 2020

TO:          Nina Boyd, Associate Superintendent

FROM:        Terrance J. Dunn, M.ED.
             Christine Olmstead, Associate Superintendent, Educational Services

SUBJECT:     Supervisors of Attendance

BACKGROUND:

Each school district is required to have a certified supervisor of attendance. (Education Code section 48245). OCDE provides a Student Attendance Review Board (SARB) On-line Certification training that meets the certification requirements. OCDE requires that district supervisors of attendance complete the training to recertify at least every 3 years. OCDE personnel annually reviews and updates, as necessary, the on-line certification training. The on-line training, which can be taken at any time, requires the person to complete the training course and pass a summative exam with a score at or above 80%. Although not required, some district have multiple staff certified through this process.

Education Code section 48245 requires that the county board of education certify attendance supervisors.

Attached is a list of district supervisors of attendance who have completed the training since the County Board’s last approval on July 17, 2019.

RECOMMENDATION:
Approve the attached list of district personnel as certified supervisors of attendance.
## Supervisors of Attendance

<table>
<thead>
<tr>
<th>District</th>
<th>Name</th>
<th>Quiz Date</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Centralia SD</td>
<td>Stacy Chang</td>
<td>10/26/19</td>
<td>10/2022</td>
</tr>
<tr>
<td>Garden Grove USD</td>
<td>Brian Inouye</td>
<td>12/5/19</td>
<td>12/2022</td>
</tr>
<tr>
<td>Huntington Beach City SD</td>
<td>John Ashby</td>
<td>2/5/2020</td>
<td>2/2023</td>
</tr>
<tr>
<td>Lowell Joint SD</td>
<td>Rhonda Esparza</td>
<td>9/20/19</td>
<td>9/2022</td>
</tr>
<tr>
<td>OCDE</td>
<td>Terrance Dunn</td>
<td>11/26/19</td>
<td>11/2022</td>
</tr>
<tr>
<td>Newport Mesa USD</td>
<td>Angela Allen-Hess</td>
<td>11/30/19</td>
<td>11/2022</td>
</tr>
</tbody>
</table>
DATE: February 21, 2020

TO: Nina Boyd, Associate Superintendent

FROM: Kelly Gaughran, Director, Charter Schools
       Aracely Chastain, Administrator, Charter Schools

SUBJECT: Scholarship Prep Charter School – Material Revision Public Hearing

__________________________________________________________________________

DESCRIPTION:

Scholarship Prep Charter School (SPCS) is a countywide benefit charter school that serves students grades TK-8 within the boundaries of Santa Ana Unified School District. On February 5, 2020, SPCS submitted a request to the Orange County Board of Education (OCBE) for multiple material revisions to the school’s charter.

The requested material revisions include:

1. Changes to the educational program to add grades 9-12

2. Expansion of the school’s countywide status focus to add youth experiencing homelessness

3. Changes to the enrollment preferences to provide youth experiencing homelessness exemption from the lottery

__________________________________________________________________________

RECOMMENDATION:

Per California Education Code section 47607(a)(2), OCBE shall hold a hearing to consider public input on the requested material revisions on March 4, 2020.
DATE: February 24, 2020

TO: Nina Boyd, Associate Superintendent

FROM: Kelly Gaughran, Director, Charter Schools
       Aracely Chastain, Administrator, Charter Schools

SUBJECT: Board Action – Orange County School of the Arts

DESCRIPTION:

On January 8, 2020, Orange County Board of Education accepted an appeal submission by Orange County School of the Arts for the denial of the school’s renewal charter petition by the Santa Ana Unified School District for a charter term of July 1, 2020 to June 30, 2025. Orange County Board of Education held a public hearing on February 4, 2020 to consider the level of support for the charter school.

The Orange County Board of Education traditionally has had three options for action regarding a charter petition on appeal:

1. Option One: Approve the charter petition as written.

2. Option Two: Approve the charter petition with conditions. This action would result in approval of the charter and require the execution of an Agreement to address the issues outlined in the Staff Report and Findings of Fact and establish appropriate timelines for the petitioners to meet the conditions as specified.

3. Option Three: Deny the charter petition.

RECOMMENDATION:

Based on information presented in the charter petition, the public hearing, an in-person clarification meeting held with charter school representatives on January 31, 2020 and correspondence received from the charter school that delineates preliminary plans for improvement, Orange County Department of Education staff recommend that the Board approve with conditions the Orange County School of the Arts charter renewal petition.
February 24, 2020

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Report and Findings of Fact – Orange County School of the Arts

I. INTRODUCTION

The purpose of this report is to summarize significant findings from the Orange County Department of Education (OCDE) staff’s comprehensive review of the renewal petition for Orange County School of the Arts (OCSA). Based on information presented in the charter petition, the public hearing, an in-person clarification meeting held with charter school representatives on January 31, 2020 and correspondence received from OCSA that delineates preliminary plans for improvement, OCDE staff recommend that the Orange County Board of Education (OCBE) approve with conditions the OCSA charter renewal petition.

II. BACKGROUND

OCSA provides an academic and conservatory arts program to approximately 2,200 students in grades seven through twelve within the boundaries of the Santa Ana Unified School District (SAUSD). SAUSD granted the initial charter for OCSA on January 28, 2000. The charter school is currently in the fifth year of its third charter term that ends on June 30, 2020.

On October 15, 2019, OCSA submitted a renewal petition to SAUSD seeking a five-year renewal from July 1, 2020 to June 30, 2025. On December 10, 2019, SAUSD adopted Resolution No. 19/20-3323, which conditionally approved the renewal petition upon OCSA’s agreement to address the finding in the SAUSD staff report. The SAUSD resolution stated that should OCSA fail to satisfy the conditions of approval, the charter renewal petition shall be deemed denied as of December 10, 2019. On December 18, 2019, the OCSA governing board adopted Resolution No. 19/20-1218, which affirmed that the charter school refused to comply with the conditions of approval. In accordance with SAUSD Resolution No. 19/20-3323, the renewal charter petition was deemed denied retroactive to December 10, 2019.¹

On January 8, 2020, OCSA submitted a renewal petition appeal to OCBE and a public hearing was held on February 5, 2020.

¹ SAUSD objects to the characterization of its action with regard to the charter renewal as a denial. However, OCBE determined that there was a sufficient basis to find a denial of the renewal petition.
III. LEGAL STANDARD

Education Code section 47605(j)(l) indicates, "If the governing board of a school district denies a petition, the petitioner may elect to submit the petition...to the county board of education." The county board of education shall renew a charter school if the school provides evidence it has met one of the academic performance criteria established by Education Code section 47607(b) and meets the conditions established by Education Code section 47605. Increases in pupil academic achievement for all groups of pupils, including all numerically significant student subgroups, served by the charter school shall be the most important factor in determining whether to grant renewal. In addition, the county board of education shall consider the past performance of the school’s academics, finances, and operations in evaluating the likelihood of future success, along with plans for improvement, if any. The renewal shall be for a period of five years.

IV. SUMMARY OF FINDINGS

Overall, the charter school presented a comprehensive petition for renewal. OCSA’s academic performance exceeds the academic performance of the public schools in SAUSD and the past performance of the school indicate the likelihood of future success.

The factual findings outlined in this report, which are condensed to the most significant areas, should be addressed either in an Agreement between the parties should OCBE approve the renewal petition or may be used as a basis for denial should OCBE deny the appeal.

A. Admission Requirements

The admissions procedures currently described in the renewal petition are inconsistent with the requirements of Education Code section 47605, which states that a charter school shall admit all pupils who wish to attend the charter school and shall not discriminate against a pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code. Additionally, a charter school shall not have enrollment preferences that result in limiting enrollment access for pupils who are academically low-achieving, English learners, neglected or delinquent pupils, pupils experiencing homelessness, pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, or foster youth.

According to OCSA’s leadership, in an effort to comply with recent changes in law, the admissions procedures for the 2020-2021 school year, as described in the renewal petition, are significantly different from past practice. However, there continues to be serious concerns regarding the admissions procedures as described in the renewal petition, which include the following requirements:
• Attend a “Preview Day” in order to “learn about OCSA’s academic program, conservatories and level of conservatory for which they wish to apply.” The petition only indicates that parent/guardian attendance is voluntary.

• Complete an application that includes the option to submit a resume and letter of recommendation.

• Participate in a placement activity, which include, but are not limited to, performance of memorized monologues, learning and performance of dance choreography, interviews, cooking demonstration, performance of classical songs or arias in English or original foreign language, on-site writing or drawing activity, performance of specified musical pieces, and demonstration of music sight reading. Many of the conservatories also require items such as a photo, video and/or portfolio submission.

During the clarification meeting, OCSA leadership indicated that they believe their enrollment practices do not limit enrollment and are not discriminatory. However, OCSA’s student demographics as compared to SAUSD may indicate that, despite intentions, the enrollment practices may discourage students with disabilities (4.9% OCSA vs. 12.7% SAUSD), English learners (1.1% OCSA vs. 34.8% SAUSD), students experiencing homelessness (0% OCSA vs. 12.9% SAUSD), and students who are economically disadvantaged (12.1% OCSA vs. 87.8% SAUSD) from enrolling in the school.

Following the clarification meeting, OCDE staff received correspondence from OCSA that stated the admission policies and procedures as described in the charter petition would be revised to remove any placement activity prior to admission to the school effective the 2021-2022 school year. The letter also stated that students will be admitted into the school according to the preferences listed in the charter petition, and if the number of applicant within the given preference category exceed the number of spaces, a public random lottery will be held for that preference category.

B. Parent Contributions and Fundraising

Conservatories are an integral part of the OCSA charter petition and are required for all students enrolled. Each conservatory ranges in price from $5,200 to $5,950 per student. According to the charter petition, conservatories are funded via parent contributions and fundraising, which account for over $7 million annually and are the second largest revenue source for the school.

Although public schools, including charter schools, may solicit voluntary donations of funds or property, and voluntary participation in fundraising activities, Education Code sections 47605 and 49011 prohibit the charging of pupil fees for participation in an educational activity and a fee waiver policy shall not make a pupil fee permissible.

OCSA provided OCDE staff a copy of the Annual Parent Presentation 2020-2021. Although OCSA’s charter petition states that “parent contributions are 100% voluntary”, the Frequently
Asked Questions section of the Annual Parent Presentation 2020-2021, answers the question “What happens if I do not donate?” with the following response:

Conservatory budgets are based solely on collective parent commitments of cash donations and fundraising activities. At the beginning of the school year, if there are conservatories with low parent donations/fundraising commitments, those conservatory programs will be budgeted to have a modified or reduced program. If there are conservatories with parent donations/fundraising commitments that are dramatically less than budgeted, those conservatory programs may have the number of instructional days reduced to compensate for the lack of funding. If your personal situation changes during the year and you are unable to fulfill your commitment, please contact...

This response is concerning because the school has tied specific negative consequences to parents not fulfilling their “commitments” by donating the full amount of the conservatory costs to the school. According to the charter petition, many of the visual and performing arts conservatories are “UC approved ‘f’ courses depending on the number of hours they are offered each week” and “movement classes...can satisfy physical education graduation requirements.” It is unknown if reducing the number of instructional days due to lack of sufficient parent donations may affect the criteria that allows conservatories to be used as approved courses for transfer to University of California and California State University, or to satisfy physical education graduation requirements.

OCSA provided OCDE staff a copy of the 2020-2021 Voluntary Contribution Agreement. Of concern is that the Voluntary Contribution Agreement asks for confidential student data and mandatory submission of the agreement appears to be a prerequisite of enrollment, even if families elect not to make a financial contribution. To be truly voluntary, a family should not be required to submit a document that contains confidential student information in order to decline to donate or participate in fundraising activities.

Additionally, the agreement does not clearly articulate that participation in fundraising opportunities is voluntary and may be interpreted to require families to sell or purchase program advertising for a minimum of $125 because there is no option to elect not to participate. The fundraising section of the Voluntary Contribution Agreement also states, “Any balances not satisfied within 30 days of the due date will be converted to a cash pledge.”

It is also unclear why the Voluntary Contribution Agreement form requires a family to indicate whether they qualify for the Federal Free and Reduced Lunch Program, particularly when the school already has access to this information for purposes of student nutrition. The Richard B. Russell National School Lunch Act safeguards the confidentiality of students receiving free and reduced-price school meals and has stricter privacy protections than the Family Educational Rights and Privacy Act.
OCSA’s Annual Parent Presentation 2020-21 states that, “A limited amount of assistance from OCSA’s Foundation may be available to those conservatories whose families qualify for the Federal Free and Reduced-Price Lunch Program.” This statement may be interpreted that contributions are required for each student and adds to the concern regarding sharing confidential student information.

At the clarification meeting, OCSA leadership indicated willingness to review the manner in which the Voluntary Contribution Agreement is administered.

C. Conflict of Interest through Related-Party Transactions

As of the date the renewal petition was submitted to OCBE, the OCSA bylaws permitted conflict of interest violations, including but not limited to self-dealing transactions, and OCSA was engaged in a contract with affiliated entities that may have violated conflict of interest statutes.

Statutes that govern conflict of interest include the Political Reform Act, Government Code section 1090, Government Code section 87100, and Corporations Code section 5233 for nonprofit organizations. A conflict of interest exists when an individual who has a private financial interest in the outcome of a contract or a public decision does either of the following:

- Participates in the decision-making process.
- Influences, or attempts to influence, others making a contract or decision.

The current OCSA bylaws allow interested persons to serve on the board so long as not more than 49% of the board are interested persons, which includes any person compensated by the corporation for services rendered whether as an employee, independent contractor or otherwise, and self-dealing transactions are permissible so long as the vote of the interested trustee is excluded.²

Included in the appeal documents, in response to a question regarding individual affiliations, OCSA disclosed that the two lead petitioners are affiliated with California School of the Arts-San Gabriel Valley (CSArts-SGV), a charter school authorized by Duarte Unified School District, through a contract with their privately owned for-profit corporation SMG Arts Management Company, LLC (SMG).

In 2015, the two lead petitioners formed SMG to contract with OCSA to provide their services, as employees of SMG, to serve as Chief Executive Officer and Chief Operating Officer of CSArts-SGV. In other words, the two lead petitioners contracted with themselves as officers of OCSA,

² Education Code section 47604.1(d): Notwithstanding Government Code section 1090, an employee of a charter school shall not be disqualified from serving as a member of the governing body of the charter school because of that employee’s employment status. A member of the governing body of a charter school who is also an employee of the charter school shall abstain from voting on, or influencing or attempting to influence another member of the governing body regarding, all matters uniquely affecting that member’s employment.
and owners of a for-profit corporation, to provide their personal services to act as officers of an affiliated entity.

During the clarification meeting, OCDE staff communicated concerns regarding the bylaws and related party transactions, and since then OCSA has taken proactive steps to address the issues. Correspondence received from charter school representatives after the clarification meeting stated that the SMG contract for CSArts-SGV to receive services of certain OCSA employees would be cancelled effective February 29, 2020. In that same correspondence, OCSA stated that the OCSA bylaws would be rewritten, and submitted for approval to the with the Orange County School of the Arts Foundation (Foundation), with the following sections under Article IV Board of Trustees removed:

- Section 22, Interested Persons
- Section 24, Self-Dealing Transactions
- Section 25, Interested Trustee’s Vote
- Section 26, Persons Liable and Extended Liability
- Section 27, Contracts or Transactions with Mutual Trustees

D. Governance Structure and Transparency Requirements

The governance structure of OCSA, as currently described in the renewal petition, is inconsistent with the requirements of Education Code section 47604.1, because it does not require that the Foundation, as the sole statutory member with the authority to appoint and remove board of directors and authority to modify the bylaws, comply with transparency requirements.

OCSA’s board bylaws provides that the Foundation, a nonprofit public benefit corporation, is the sole statutory member with the sole authority to:

- Appoint and remove board of directors with or without cause;\(^3\)
- Restrict OCSA Board Authority pursuant to Section 21 of Article IV of the bylaws; and
- Amend, repeal and make new bylaws.

Education Code section 47604.1 states that an “entity managing a charter school,” which means a nonprofit public benefit corporation that operates a charter school consistent with Education Code section 47604, shall comply with the Brown Act, Public Records Act, Political Reform Act, and Government Code section 1090, et seq. According to the California Fiscal Crisis & Management Assistance Team’s Charter School Accounting and Best Practices Manual, a sole statutory member with the type of authority to approve a board member of the charter school, remove any board

\(^3\) OCSA’s board bylaws excludes the Foundation’s authority to appoint or remove any board member appointed by the charter school authorizer.
member of the charter school at any time, with or without cause, or make changes to the charter school’s bylaws, “gives the sole statutory member complete control over the charter school.”

Even if the Foundation is not considered to have “complete control” over the charter school, the Foundation is able to exercise significant influence over the charter school by controlling who is on the board for the charter school, what is contained in the charter school’s board bylaws and by controlling a significant portion of OCSA’s budget by holding monies from OCSA fundraising efforts. Given this level of authority and control over the charter school, the Foundation meets the definition of an entity managing or operating the charter school to be required to meet the transparency requirements listed in Education Code section 47604.1.

In correspondence to OCDE, OCSA contends that the Foundation, as a nonprofit public benefit corporation, is not subject to the transparency requirements of Education Code section 47604.1 because the Foundation is not an “entity managing a charter school” and/or is not a nonprofit public benefit corporation that “operates a charter school consistent with Section 47604.” In defining “an entity managing a charter school,” Section 47604.1 incorporates Education Code 47604, which went into effect just six months earlier. Education Code section 47604 defines the term “operate as, or be operated by” in subsection (a), which applies to a nonprofit public benefit corporation, and subsection (b), which applies to a for-profit corporation.

- Education Code section 47604(a) states that a charter school may elect to operate as, or be operated by, a nonprofit public benefit Corporation. Here, OCSA elects to operate as, or be operated by, a nonprofit public benefit corporation, which includes the Foundation with its overall authority, and are therefore subject to the transparency requirements of Education Code section 47604.1.

- Education Code section 47604(b) states that a charter school shall not operate as or by a for-profit educational management corporation. For purposes of defining “operate as, or be operated by” a for-profit entity, it states that a for-profit corporation that provides certain services, including appointing or removing board members, constitutes a for-profit corporation that is operating the charter school.

- There is no indication or reason that the definition of “operate as, or be operated by” would not apply to both subdivision (a) and (b) of Education Code section 47604.

Nevertheless, even if the definition in Education Code section 47604(b) does not apply to Education Code section 47604.1, the Foundation, as a nonprofit public benefit organization, would meet the definition under Education Code section 47604.1 as an entity managing a charter school or as an entity that operates a charter school as defined in Section 47604(a) and as measured by the plain meaning of the words “managing” or “operate.” The first rule in statutory interpretation is that when the language is unambiguous and clear on its face, the meaning of the statute must be determined from the language of the statute and not from extrinsic evidence. Here, it is clear that the Foundation exercises significant control through its sole authority to appoint and remove board
members, restrict actions that may be taken by the charter school board, and amend and make new bylaws. Consequently, the ability to exercise such control demonstrates the Foundation’s ability to manage and operate the charter school within the meaning of Education Code section 47604.1. Should OCBE approve the charter renewal petition, the governance structure, as it relates to the Foundation, must be revised to comply with Education Code section 47604.1.

V. STAFF RECOMMENDATION

Based on a comprehensive review of the charter petition, information presented during the public hearing, an in-person clarification meeting held with charter school representatives on January 31, 2020, and correspondence received from the charter school that delineate preliminary plans for improvement, OCDE staff recommend that OCBE approve with conditions the OCSA charter renewal petition. This action would result in approval of the charter renewal and require the execution of an Agreement no later than the Board’s regularly scheduled meeting in May 2020 to define the operational relationship between the parties, address the findings outlined in this Staff Report, and establish appropriate timelines for the petitioners to meet the conditions as specified.

OCDE staff appreciates the expressed willingness by the charter school leadership to address identified areas of concern and look forward to working collaboratively with the school should the charter petition be approved.

VI. CONCLUSION

OCBE traditionally has had three options for action regarding a charter petition appeal:

- Option One: Approve the charter petition as written.

- Option Two: Approve the charter petition with conditions. This action would result in approval of the charter and require the execution of an Agreement to address the issues outlined in the Staff Report and Findings of Fact.

- Option Three: Deny the charter petition.

* * *
AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
ORANGE COUNTY SCHOOL OF THE ARTS
FOR THE OPERATION OF ORANGE COUNTY SCHOOL OF THE ARTS

This Agreement is made and entered into this 4th day of March, 2020 by and between the Orange County Board of Education ("Board") and Orange County School of the Arts, a nonprofit benefit corporation operating Orange County School of the Arts (hereinafter collectively referred to as "Charter School"). Hereinafter, the Board and Charter School shall be collectively referred to as "the Parties," and the Board-designated staff of the Orange County Superintendent of Schools ("County Superintendent") shall be referred to as "OCDE."

I. INTRODUCTORY PROVISIONS

A. The Board approved with conditions the renewal petition of Charter School, filed on appeal from a district-denied petition for a five-year period beginning on July 1, 2020 through June 30, 2025, with specific conditions placed upon opening and operations, including entering into this Agreement. The Staff Report and Findings of Fact, submitted to and approved by the Board is incorporated herein by reference, and identifies the conditions to be met that will be part of the monitoring and oversight of the charter.

B. Charter School will be operated as or by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code § 5110 et seq.). Orange County School of the Arts is a California non-profit public benefit corporation that will operate Charter School. Charter School shall ensure that at all times throughout the term of this charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Orange County School of the Arts as they pertain to Charter School are and remain consistent with the Charter School’s Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the non-profit public benefit corporation’s articles of incorporations within ten (10) business days of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.

C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on March 4, 2020, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.

B. The approved Agreement continues in existence until Charter School voluntarily closes, its charter is non-renewed or revoked, and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.

C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607 and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to the Board at a regularly scheduled board
meeting no sooner than September and no later than March of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.

2. Charter School, the Board and OCDE are separate legal entities, and neither the Board nor OCDE is liable for the debts and obligations of Charter School.

3. Within ten (10) business days of board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the charter school board calendar within ten (10) business days.

4. Charter School will provide Brown Act and ethics training to its governing board members and administrative staff within 45 days of taking office, or as otherwise agreed with OCDE, and at least once every year. Charter School will certify that the trainings have been provided to the specified individuals.

5. Charter School will make an electronic copy of the current charter petition available on the charter school’s internet website.

B. Educational Program

1. 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.

2. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice in Charter School policies and Parent/Student Handbook.

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 comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management.

4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.
   a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School’s auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
   b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
   c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code § 47604.3.

5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans sought for Charter School and repayment of loans shall be the sole responsibility of Charter School.

6. 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.

D. Fiscal Agent

1. The Parties agree that neither the Board nor OCDE shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms, but may contract with OCDE for such services by way of a separate written contract.

2. 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. Nothing in this paragraph shall be interpreted to mean that Charter School must maintain all funds in the County Treasury. If funds are not maintained in the County Treasury, they must be deposited with a federally insured commercial bank or credit union.
   a) OCDE will only withdraw funds from the Orange County Treasury to a charter school owned bank account. Bank account name must match the charter school name or a Doing Business As (DBA) reference. No fund transfers will be made to a third party.
   b) Orange County Treasury withdrawals will take place two (2) times per month. The first withdrawal will take place on the 10th day of each month and the second withdrawal will take place at the end of each month.
c) Charter school’s Orange County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code 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.

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

G. Insurance and Liability

1. Charter School will provide certificates of insurance coverage to OCDE prior to opening and annually thereafter. The certificates shall indicate that the Board, County Superintendent, and OCDE are endorsed as additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with any valid and collectible insurance or program of self-insurance carried or maintained by the Board, County Superintendent or OCDE. Exhibit A, Insurance Coverage and Policies, indicates the minimum insurance requirements and is incorporated by reference herein. Charter School shall forward any written notice to OCDE within three (3) business days of any modification, change or cancellation of any of the above insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of Charter School. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided to Charter School to protect the interests of Charter School as well as OCDE, the Board and the County Superintendent.

2. Charter School shall hold harmless, defend, and indemnify the Board, the County Superintendent, and OCDE, its officers, agents, and employees, from every liability, claim, or demand (including settlement costs and reasonable attorneys’ fees) which may be made by reason of: 1) any injury to volunteers; and 2) any injury to person or property sustained by any person, firm or Charter School related to any act, neglect, default or omission of Charter School, its officers, employees or agents, including any claims for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors. In cases of such liabilities, claims or demands, Charter School, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the Board, the County Superintendent or OCDE, its officers and employees, and satisfy any resulting
judgments up to the required agreements that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the Board, the County Superintendent or OCDE to admit liability or to pay any money will require the prior written consent of the Board, the County Superintendent or OCDE, as applicable; and (b) the Board, County Superintendent and/or OCDE may join in the defense with its counsel at its own expense.

3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the Board, the County Superintendent or OCDE, and are not entitled to benefits of any kind or nature normally provided to OCDE employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the charter and this Agreement. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.

4. Required Disclosures: Charter School shall notify OCDE in writing within three (3) business days of any pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as applicable laws and regulations may be amended or added during the term of the charter.

H. 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.

I. Contracts

1. Charter School shall not have the authority to enter into a contract that would bind the Board, County Superintendent and/or OCDE, nor to extend the credit of the Board, County Superintendent and/or OCDE to any third person or party. Charter School shall clearly indicate in writing to vendors and other entities with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the Board, County Superintendent and/or OCDE.

2. Charter School shall ensure that all contracts for goods and services comply with the criteria noted in Title V section 11967.5.1 of California Code of Regulations. Charter School shall comply with bidding requirements tied to receipt of any state, federal or grant funds that require compliance with more stringent bidding or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code section 47604.3.

3. Charter School will make every effort to ensure that vendors comply with all reasonable inquiries by OCDE for records and information related to this contract.

4. Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to the charter. Charter School shall ensure the following for any C/EMO contract:

a) Require that any C/EMO contract (or revision to an agreement) that is entered into be in compliance with state and federal law and the charter and includes language that:
i. None of the principals of either the C/EMO or Charter School has conflicts of interest.


iii. Any provision of the agreement that is in violation of state or federal law or the charter is void.

b) Upon approval by Charter School board, Charter School shall provide OCDE a copy of the following:

i. C/EMO agreement (or revision to an agreement).

ii. Evidence that the C/EMO is a nonprofit public benefit corporation.

iii. A description of the C/EMO’s roles and responsibilities for the management of Charter School and the internal controls that will be put in place to guide the relationship.

iv. A list of other schools managed by the C/EMO.

v. A list of and background on the C/EMO’s leaders and board of directors.

J. Facilities Agreement

1. Charter School will provide a written signed agreement, lease or other similar document indicating Charter School’s right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School’s needs.

2. Charter School must request a material revision to the charter petition in order to change facilities. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a pre-opening site visit of a new or changed Charter School facility prior to students attending the new facility. Under extraordinary circumstances (e.g., a change of facility necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

K. Zoning and Occupancy

1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site, prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (ADA) requirements for a K-12 public school.

2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district.

3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, to meet to attempt to resolve any concerns within **ten (10) calendar days** of the dispute.
L. Dispute Resolution

The Parties acknowledge and agree that in addition to the provisions of the charter, dispute resolution procedures shall be consistent with applicable laws and regulations, including Education Code section 47607(d). The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between OCDE and Charter School, except any controversy or claim that is in any way related to revocation of this Charter School, pursuant to the terms of the dispute resolution procedures in the charter.

IV. MATERIAL REVISIONS

Modifications of the approved charter must be in writing and submitted to OCDE for review and determination as to whether such amendments must be submitted to the Board as a material revision to the charter. Such amendments may only be submitted to the Board upon the approval of Charter School’s board, and will take effect only if approved by the Board.

V. CHARTER-SPECIFIC CONDITIONS

A. As a condition of charter petition approval by the Board, Charter School agrees to make all amendments to the charter and bylaws as specified in Exhibit B, Charter-Specific Conditions, which is herein incorporated by reference.

B. Should Charter School fail to meet the conditions delineated in Exhibit B, the Board reserves the right to take further action including, but not limited to, revoking its approval of the charter.

VI. 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.

VII. 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.

VIII. 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.

IX. NONDISCRIMINATION

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

X. NOTIFICATION

All notices, requests and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:
To OCDE at:
Nina Boyd, Associate Superintendent
Orange County Department of Education
200 Kalmus Drive, Costa Mesa CA, 92628-9050

To Orange County School of the Arts at:
Dr. Ralph S. Opacic, President and Executive Director
1010 N. Main Street
Santa Ana, CA 92701-3602

XI. 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 acknowledge that they have 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.

XII. ORDER OF PRECEDENCE
The Parties further acknowledge and agree that, unless otherwise noted in this Agreement, any inconsistency in the charter shall be resolved by giving precedence in the following order:
1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A and Exhibit B
3. The Charter as amended by Charter School and approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as Charter School, as applicable

For Charter School:

Date:____________________________________
Name:___________________________________
Title:___________________________________
Signature:_______________________________

For the Board:

Date:____________________________________
Name:___________________________________
Title:___________________________________
Signature:_______________________________
EXHIBIT A

INSURANCE COVERAGE AND POLICIES

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

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School’s property inventory and consumables. If full replacement value coverage is not available, Charter School shall procure property insurance in amounts as close to replacement value as possible and sufficient to protect the school’s interests.

2. General Commercial Liability with at least $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 Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

5. Crime Insurance or Fidelity Bond coverage to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School’s funds, supplies, equipment or other assets. Minimum amount of coverage shall be $1,000,000 per occurrence, with no self-insured retention.

6. Professional Educators Errors and Omissions liability coverage with minimum limits of $3,000,000 per occurrence and $3,000,000 general aggregate.

7. Sexual Molestation and Abuse coverage with minimum limits of $3,000,000 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 $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

As a condition of charter petition approval by the Board, the following charter-specific conditions must be met and amendments to the charter petition must be approved by the charter school governing board and submitted to OCDE by June 30, 2020.

1. Revise admissions policies and procedures in charter petition to:

   a. Remove all placement activities prior to enrollment. Placement activities may include but are not limited to, performance of memorized monologues, learning and performance of dance choreography, interviews, cooking demonstration, performance of classical songs or arias in English or original foreign language, on-site writing or drawing activity, performance of specified musical pieces, and demonstration of music sight reading. Applicants to OCSA may be asked to submit their first two choices of conservatories, and may be notified that their choices cannot be guaranteed but will be taken into account.

   b. Remove all options to submit letters of recommendation or resumes as part of the admissions application.

   c. Remove all requirements for submission of photographs, videos, portfolios, essays or other writings prior to enrollment. Please note that such requirements, at any time, must comply with the prohibition against the unlawful imposition of pupil fees for participation in educational activities.

   d. Explain and/or clarify how each preference category will be implemented in a public random drawing should the number of applicants exceed the number of spaces available at OCSA.

   e. Clarify in the charter petition that student attendance at a “preview day” is voluntary.

2. Revise the Parent Voluntary Contribution Agreement and all related materials presented to students and parents, including but not limited to, the Annual Parent Presentation and the school’s website, to:

   a. Prominently display language that financial contributions are not required for a student to participate in any conservatory or academic program.

   b. Prominently display language that there is no requirement for the Voluntary Contribution Agreement document to be returned to OCSA.

   c. Clarify and/or include language that the “Fund Raising Opportunity” is also voluntary and not required for a student to participate in any conservatory or academic program.

3. Revise the governance structure and bylaws so that the charter school and entity managing the charter school, including but not limited to, all nonprofit public benefit corporations with authority to appoint or remove board members of the charter school, comply with Education Code sections 47604 and 47604.1 to prevent conflict of interest violations and comply with transparency requirements including the Brown Act and Article 4 (commencing with Section 1090) of Chapter 1 of Division 4 of Title 1 of the Government Code.
RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE RENEWAL OF
ORANGE COUNTY SCHOOL OF THE ARTS

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

WHEREAS, Education Code section 47607.5 states that if the governing board of a school district does not grant a renewal to a charter school pursuant to Section 47607, a charter school may submit its application for renewal to the county board of education pursuant to the procedures pertaining to a denial of a petition for establishment of a charter school;

WHEREAS, the county board of education is required to review the renewal petition pursuant to Education Code section 47607 and the standards and criteria in Education Code 47605;

WHEREAS, Section 47607(a) states that the county board is required to consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal;

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

WHEREAS, in reviewing charter school petitions, the Board is guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system;

WHEREAS, on January 8, 2020, the Orange County Board of Education ("Board") received a petition from Orange County School of the Arts, a nonprofit public benefit corporation, for the renewal of Orange County School of the Arts;

WHEREAS, the Board held a public hearing on the Petition on February 5, 2020, and received public comment thereon;
WHEREAS, the Board has obtained, reviewed and analyzed information received with respect to the renewal petition, including information related to pupil academic achievement and the operation and potential impacts of the charter school renewal;

WHEREAS, the Board considered the past performance of the Charter School’s academics, finances, and operation, and future plans for improvement, in evaluating the likelihood of future success by the Charter School;

WHEREAS, members of the Orange County Department of Education (“OCDE”) Staff has reviewed and analyzed all information received with respect to the Charter and information related to the operation and potential effects of the proposed Charter School, and prepared a written analysis (“Staff Report and Findings of Fact – Orange County School of the Arts”) setting forth proposed findings of fact and a recommendation to the Board; and

WHEREAS, the Board, at its regular meeting of March 4, 2020, reviewed and considered the renewal petition and all appropriate information received with respect to the renewal and the Staff Report;

NOW, THEREFORE, BE IT RESOLVED that the Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED that the Board approves the renewal petition with the understanding that Orange County School of the Arts will enter into an Agreement that addresses the operational relationship between the School, the Board and OCDE no later than the Board’s regularly scheduled meeting in May 2020. The terms of this Resolution are severable.

STATE OF CALIFORNIA )
COUNTY OF ORANGE )
______________________ )

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 4th day of March 2020, and that it was so adopted by the following vote:

AYES: _____________

NOES: _____________
ABSENT: 

ABSTAIN: 

BY:

______________________________
Clerk of the Orange County Board of Education
RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE WITH CONDITIONS THE RENEWAL FOR
ORANGE COUNTY SCHOOL OF THE ARTS

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

WHEREAS, Education Code section 47607.5 states that if the governing board of a school district does not grant a renewal to a charter school pursuant to Section 47607, the charter school may submit its application for renewal to the county board of education pursuant to the procedures pertaining to a denial of a petition for establishment of a charter school;

WHEREAS, the county board of education is required to review the renewal petition pursuant to Education Code section 47607 and the standards and criteria in Education Code section 47605;

WHEREAS, Section 47607(a) states that the county board is required to consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal;

WHEREAS, in reviewing charter school petitions, the Board is guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system;

WHEREAS, on January 8, 2020, the Orange County Board of Education (“Board”) received a petition from Orange County School of the Arts, a nonprofit public benefit corporation for the renewal of Orange County School of the Arts;

WHEREAS, the Board held a public hearing on the Petition on February 5, 2020, and received public comment thereon;

WHEREAS, the Board has obtained, reviewed and analyzed information received with respect to the renewal petition, including information related to pupil academic achievement and the operation and potential impacts of the proposed charter school renewal;
WHEREAS, the Board considered the past performance of the Charter School’s academics, finances, and operation, and future plans for improvement, in evaluating the likelihood of future success by the Charter School;

WHEREAS, members of the Orange County Department of Education ("OCDE") Staff has reviewed and analyzed all information received with respect to the Charter and information related to the operation and potential effects of the proposed Charter School, and prepared a written analysis ("Staff Report and Findings of Fact – Orange County School of the Arts") setting forth proposed findings of fact and a recommendation to the Board; and

WHEREAS, the Board, at its regular meeting of March 4, 2020, reviewed and considered the renewal petition and all appropriate information received with respect to the renewal including the Staff Report.

NOW, THEREFORE, BE IT RESOLVED that the Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED that the Board adopts the findings and recommendations set forth in the attached Staff Report and Findings of Fact dated February 24, 2020, which is attached hereto and integrated herein by this reference.

BE IT FURTHER RESOLVED that the Board finds that the renewal petition as written may not contain reasonably comprehensive descriptions of certain required elements set forth in Education Code section 47605, subdivisions (b)(5)(A-O) unless petitioners comply with conditions to address the findings as specified in the Staff Report and Findings of Fact.

BE IT FURTHER RESOLVED that the Board approves with conditions the renewal on the basis of the findings herein adopted and subject to conditions to 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 Board and OCDE no later than the Board’s regularly scheduled meeting in May 2020.

BE IT FURTHER RESOLVED that should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in May 2020, 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 4th day of March, 2020, and that it was so adopted by the following vote:

AYES:  

NOES:  

ABSENT:  

ABSTAIN:  

BY:  

_____________________________________
Clerk of the Orange County Board of Education
RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO DENY THE RENEWAL PETITION FOR
ORANGE COUNTY SCHOOL OF THE ARTS

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

WHEREAS, Education Code section 47607.5 states that if the governing board of a school district does not grant a renewal to a charter school pursuant to Section 47607, a charter school may submit its application for renewal to the county board of education pursuant to the procedures pertaining to a denial of a petition for establishment of a charter school;

WHEREAS, the county board of education is required to review the renewal petition pursuant to Education Code section 47607 and the standards and criteria in Education Code section 47605;

WHEREAS, Section 47607(a) states that the county board is required to consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal;

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

WHEREAS, in reviewing charter school petitions the Board is guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system;

WHEREAS, on January 8, 2020, the Orange County Board of Education (“Board”) received a petition from Orange County School of the Arts, a nonprofit public benefit corporation, for the renewal of Orange County School of the Arts;

WHEREAS, the Board held a public hearing on the Petition on February 5, 2020, and received public comment thereon;
WHEREAS, the Board has obtained, reviewed and analyzed information received with respect to the renewal petition, including information related to pupil academic achievement and the operation and potential impacts of the proposed charter school renewal;

WHEREAS, the Board considered the past performance of the Charter School's academics, finances, operation, and future plans for improvement, in evaluating the likelihood of future success by the Charter School;

WHEREAS, members of the Orange County Department of Education ("OCDE") Staff has reviewed and analyzed all information received with respect to the Charter and information related to the operation and potential effects of the proposed Charter School, and prepared a written analysis ("Staff Report and Findings of Fact – Orange County School of the Arts") setting forth proposed findings of fact and a recommendation to the Board;

WHEREAS, the Board, at its regular meeting of March 4, 2020, reviewed and considered the renewal petition and appropriate information received with respect to the renewal including a Staff Report; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board finds the above-listed recitals to be true and correct and incorporates them herein by this reference.

BE IT FURTHER RESOLVED that the Board hereby adopts the findings of fact set forth in the attached Staff Report and Findings of Fact dated February 24, 2020, which is attached hereto and integrated herein by this reference.

BE IT FURTHER RESOLVED that the Board finds that the Petition does not contain reasonably comprehensive descriptions of certain required elements set forth in Education Code section 47605, subdivisions (b)(5)(A-O) as described in the Staff Report and Findings of Fact.

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE  

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 4th day of March 2020, and that it was so adopted by the following vote:

AYES:  

NOES:  

ABSENT:  

ABSTAIN:  

BY:

______________________________
Clerk of the Orange County Board of Education
ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 4, 2020

TO: Nina Boyd, Associate Superintendent, Governance, Leadership & Community Partnerships

FROM: Renee Hendrick, Associate Superintendent, Administrative Services

SUBJECT: 2019-2020 Second Interim Report

As required by Education Code Section 1240 (j) county offices of education are required to submit to the Superintendent of Public Instruction a First Period Interim Report and Second Period Interim Report of the county office’s financial status.

The superintendent shall certify in writing whether or not the county office of education is able to meet its financial obligations for the remainder of the fiscal year and two subsequent years. The certifications shall be classified as positive, qualified, or negative, pursuant to standards prescribed by the Superintendent of Public Instruction.

RECOMMENDATION:

Approve the 2019-2020 Second Interim Report, which has been certified as positive by the County Superintendent of Schools.

RH:sh