

MODIFIED MEETING ON-LINE PROCEDURES FOR March 3, 2021:

Earlier via Executive Order N-29-20 from the California Governor, the Orange County Board of Education modified its board meetings to accommodate virtual/teleconferencing. The Governor's executive order also waived the requirement for a majority of board members to physically be present at a public board meeting at the same location.

The City of Costa Mesa on April 13, 2020, issued Regulations No. 2 & 3 pursuant to Proclamation No. 2020-01. This decree states that residents *"...of, or visitor to, the City of Costa Mesa shall wear a face covering while outside their home or personal vehicle within the boundaries of the City of Costa Mesa..."*; and that individuals *"practice Social Distancing and wear a cloth face covering while visiting Essential Businesses."*

For the safety of staff and the public, all members of the public attending the board meeting in person are subject to all local county, and state laws requiring face covering unless exempted from wearing a face covering pursuant to the guidelines of the California Department of Public Health.

Individuals with disabilities requiring copies of the agenda and/or the agenda packet, or requiring reasonable modification or accommodations consistent with the Americans with Disability Act, should contact prior to the meeting and request assistance. Individuals may contact the Board Clerk, Darou Sisavath, at (714) 966-4012. Concerns regarding requests for reasonable modifications or accommodations will be promptly addressed.

To observe on-line the board meeting via YouTube live stream, please use the following information:

- At the start time for the meeting, click on this link below:
<https://www.youtube.com/watch?v=AVzrvDubOP4>

During Covid-19 conditions, the board accommodates in person attendance to their meetings but seating is limited due to social distancing. As social distancing limits seating in the board room, the boards follows existing Board policy, Brown Act, and state laws for the public to give in person Public Comments at the board meetings.

The Orange County Board of Education conducts its business at its regular and special board meetings. The board encourages communication from constituents. Existing means and practices of communication by constituents to the board include email via ocbe@ocde.us, or US postal mail to 200 Kalmus, Costa Mesa, CA 92626.

Public Comments at board meetings follow board policy 100-5. The Orange County Board of Education welcomes input concerning any subject within its jurisdiction from members of the public at all of their board meetings.

The Board policy is as follows:

1. An individual wishing to address the board is requested to complete a 3" x 5" request form secured from the Recording Secretary prior to the board meeting or prior to Board consideration of an agenda item.
2. Each person shall be aware that comments to the board shall be limited to not more than three minutes. The total time allotted for public input will be 45 minutes. It is the intent of the board to provide for audience participation during the meeting to be at a time that is as convenient as possible to all concerned.
3. If the topic of discussion selected by a member of the public is a current agenda item, he/she may be asked to delay discussion until the subject is before the board at the regular agenda time.
4. Speakers may not relinquish/yield their time to others.

Due to Covid-19 conditions and social distancing, the board has made accommodations for the public to address the board with their public comments in person at the Orange County Department of Education board room, or on-line via tele-conferencing. Please be aware seating is limited at the board meeting due to social distancing. A queue, however, is established for those constituents who only want to deliver at the board meeting their in-person Public Comment, and who wish to subsequently not attend the public meeting.

Temporarily, due to Covid-19 conditions, members of the public who can't attend the board meeting may submit Public Comments online for the March 3, 2021 meeting. Please read the following instructions and general information:

1. Submit a speaker card attached with your communication to ocbe@ocde.us. Comments received by 4 p.m., March 2, 2021 may be read during the meeting based on time limitations and board policy. Board Policy 100-5 governs Public Comments and preference is given to those citizens who are physically present at the board meetings. If the statement is not read on-line due to time limitations, the comments will be provided to the board members.
2. The name of the person and topic that is submitted online will be noted in the public record in the board minutes per existing protocols. Comments received after 4:00 p.m. but prior to discussion of an item on the agenda, will not be read into the record.
3. The time limit for public comments is outlined in board policy to three minutes, and for a total of 45 minutes per meeting. The time limitation may be altered or waived by board majority vote or consensus.
4. The board agenda reflects the order and placement in the board meeting for Public Comments.
5. Speakers will fill in their name on the card and select from one of the three opportunities during the board meeting for Public Comments. The public may address the board prior to a specific agenda item, or during the two agendaized Public Comment periods at the beginning and end of the board meeting.



REQUEST TO ADDRESS THE
ORANGE COUNTY BOARD OF EDUCATION

Speaker Card

Please Print

Date _____

Agenda Item # _____ or General Topic _____

Name _____

Home Address _____ City _____ Zip _____

School District(s) of Residence _____

Do you have school age children? Yes _____ No _____

Do your children attend public schools? Yes _____ No _____

**Timer
Information**

GREEN

Start with 3
minutes

YELLOW

1 minute
remaining

RED

Time is up

Members of the public may address the Board of Education regarding any agenda and/or off-agenda items within the subject matter jurisdiction of the Board of Education provided that NO action may be taken on off-agenda items unless authorized by law. Comments shall be limited to 3 minutes per person per meeting and 45 minutes for all comments. 30 minutes of Public Comments will be heard prior to Board Business and 15 minutes will be heard prior to adjournment.

Please complete and submit this card along with any handouts to the Recording Secretary prior to speaking.

Thank you!

REGULAR MEETING

March 3, 2021

5:00 p.m.

Location: *The public meeting will be conducted onsite with limited seating at 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream at <https://www.youtube.com/watch?v=AVzrvDubOP4>*

ORANGE COUNTY BOARD OF EDUCATION
AGENDA

WELCOME

CALL TO ORDER

STATEMENT OF PRESIDING OFFICER: For the benefit of the record, this Regular Meeting of the Orange County Board of Education is called to order.

ROLL CALL

(*)AGENDA

Regular Meeting of March 3, 2021 – adoption

INVOCATION

Pastor Christina Williams, Harbor Light Church, Costa Mesa

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS

(30 minutes)

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Rancho Sonado
- Harbor Learning Center North
- Boardroom Security
- Memorial Day Essay Contest
- Ethnic Studies

BOARD DISCUSSIONS

ANNOUNCEMENTS

Superintendent
Associate Superintendent

(*)MINUTES

Regular Meeting of February 3, 2021 – approval

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 #03-21 to recognize April 10-16, 2021 as Week of the Young Child.
- (*) 3. Adopt Resolution #04-21 to recognize April 2021 as Public Schools Month.
- (*) 4. Adopt Resolution #05-21 to recognize May 12, 2021 as California Day of the Teacher.
- (*) 5. Adopt Resolution #06-21 to recognize May 16-22, 2021 as Classified School Employees Week.
- (*) 6. Accept the Supervisors of Attendance for the Orange County School Districts 2020-2021.
- (*) 7. Approve new Board Meeting dates for July 2021 through June 2022.

CHARTER SCHOOLS

- 8. Charter submissions
- (*) 9. Board Action – Orange County Workforce Innovation High School Agreement
- (*) 10. Charter School Public Hearing – Suncoast Preparatory Academy Renewal – Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.
Discussion Format:
Suncoast Preparatory Academy
Public Comments (30 minutes)
Board Questions
- (*) 11. Board Action – Suncoast Preparatory Academy Renewal
- (*) 12. Charter School Public Hearing – Unity Middle College High School Renewal – Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.
Discussion Format:
Unity Middle College High School
Public Comments (30 minutes)
Board Questions
- (*) 13. Board Action – Unity Middle College High School Renewal

STAFF RECOMMENDATIONS

- (*) 14. Approve the 2020-2021 Second Interim Report, which has been certified as positive by the County Superintendent of Schools.
- (*) 15. Approve Electrical and Water Easements for Harbor Learning Center North.

BOARD RECOMMENDATIONS

- (*) 16. Approve new legal contract per state Education Code 1042 for the retention of the legal services and counsel of Greg Rolen, Haight Brown and Bonesteel. (Williams)

INFORMATION ITEMS (continue)

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

BOARD MEMBER COMMENTS

COMMITTEE REPORT

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)

PUBLIC COMMENTS

(15 minutes)

ADJOURNMENT



Nina Boyd
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, April 7, 2021 at 5:00 p.m. The meeting will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92626 with limited seating and via YouTube live stream.

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 3, 2021

ORANGE COUNTY BOARD OF EDUCATION
MINUTES

WELCOME

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by Board President Williams at 5:11 p.m., February 3, 2021 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

ROLL CALL

Present:

Lisa Sparks, Ph.D.
Tim Shaw
Rebecca "Beckie" Gomez
Mari Barke
Ken L. Williams, D.O.

(*)AGENDA

Motion by Barke, seconded by Gomez, and carried by a vote of 5-0 to approve the agenda of the Regular meeting of February 3, 2021.

INVOCATION

Imam Qaisar Waheed Shabir, Resident Scholar & Religious Director, Islamic Center of Fullerton

PLEDGE

David Chaney

INTRODUCTIONS

None

PUBLIC COMMENTS

- Linda Cone
- Mrs. G

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Harbor Learning Center North
- Rancho Sonado
- Staff report on security at board meetings
- Staff communications with Board
- Education Vaccination Update
- Update on Governors proposed budget
- Reopening of schools plan

ANNOUNCEMENTS

Superintendent

- National School Counseling Week
- 53rd OC Academic Decathlon Program on Feb 6th and Virtual Awards on Feb. 17th
- Maureen DiMarco Award – awarded to all OC Superintendents this year

Associate Superintendent

- Charter Schools Update
- OCBE At-A-Glance Calendar
- Form 700
- Next board meeting is March 3rd 5:00 p.m.; submission deadline is February 17th
- Office Closure: February 8th, Lincoln Birthday and February 15th, President's Day
- Renee- Esplanade Quarterly Report

BOARD DISCUSSIONS

- Trustee Barke, FCMAT Audit

MINUTES

Motion by Barke, seconded by Williams, and carried by a vote of 5-0 to approve the minutes of the January 6, 2021 Regular meeting, amending language to reflect Trustee Gomez participated via Zoom.

CONSENT CALENDAR

Motion by Shaw, seconded by Barke, and carried by a vote of 5-0 to approve Consent Calendar items #1, #2, #3, and #4.

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, 2020.
3. Adopt Resolution #01-21 to recognize March 2021 as Arts Education Month.
4. Accept donation of \$10,000 on behalf of the OCDE Deaf and Hard of Hearing Program, Administrative Unit IV of Special Education Services located on the Venado Middle School and University High School campuses, and send a letter of appreciation to the donor.

The Board took a recess from 7:08 p.m. to 7:20 p.m.

CHARTER SCHOOLS

5. Charter Schools Submissions- None
6. Charter School Public Hearing – Excellence Performance Innovation Citizenship (EPIC) Charter School renewal – Aracely Chastain, Director, Charter Schools, facilitated the public hearing.
 - Paul MacGregor and David Chaney, EPIC
 - Mary Grace, Anaheim Elementary School District

BOARD RECOMMENDATIONS

7. Motion by Barke, seconded by Sparks, and carried by a roll call vote of 5-0 to adopt the Healthy Communities Resolution.

STAFF RECOMMENDATIONS

8. Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to accept the 2021-2024 Countywide Initial Plan for Provision of Educational Services to Expelled Students.

PUBLIC COMMENTS

- Steven Chang, Irvine International Academy

INFORMATION ITEMS

- Legislative Updates
- CSBA Update by Trustee Gomez- Brown Act workshop on 2/24 and May Revise on 5/19
- CCBE Update
- NSBA Update
- Capitol News Update
- School Services Update

COMMITTEE REPORT

- Trustee Shaw- Board webpage

BOARD MEMBER COMMENTS

- Trustee Barke- Vista Heritage, Vista Condor

The Board recessed to go into closed session from 8:40 p.m. to 9:26 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)

PUBLIC COMMENTS

Related to Closed Session Only – None

Report Out

Mr. Brenner reported, for Closed Session 1 and 2, the Board received an update from counsel. No action was taken other than approval of Epstein, Becker, and Green invoices dated January 31, 2021. The approval was 4-1 (Shaw, Barke, Williams, and Sparks voted Yes; Gomez voted No) for both the General Counsel and the Budget litigation invoices.

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of February 3, 2021 adjourned at 9:28 p.m.



Nina Boyd
Assistant Secretary, Board of Education

Ken L. Williams, D.O.
President, Board of Education

Next Regular Board Meeting, Wednesday, March 3, 2021 at 5:00 p.m. - The meeting will be in the Board Room at 200 Kalmus Drive, Costa Mesa, CA and via virtual conference.

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.

March 3, 2021

[X] Mailed [] Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 11, 2021
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 9 removed (CONFIDENTIAL STUDENT INFORMATION)



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 22, 2021

TO: Nina Boyd, Associate Superintendent

FROM: Darou Sisavath, Recording Clerk

SUBJECT: Resolution #03-21
Week of the Young Child

RECOMMENDATION:

Adopt Resolution #03-21 to recognize April 10-16, 2021 as Week of the Young Child.

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

**WEEK OF THE YOUNG CHILD
April 10-16, 2021**

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 10-16, 2021;

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 10-16, 2021, 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, Ken L. Williams, D.O., 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 3rd day of March 2021.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of March 2021.

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



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 22, 2021
TO: Nina Boyd, Associate Superintendent
FROM: Darou Sisavath, Recording Clerk
SUBJECT: Resolution #04-21
Public Schools Month

RECOMMENDATION:

Adopt Resolution #04-21 to recognize April 2021 as Public Schools Month.

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

PUBLIC SCHOOLS MONTH - APRIL 2021

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 2021 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, Ken L. Williams, D.O., 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 3rd day of March 2021 and passed by a vote of said Board Members present.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of March 2021.

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



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 22, 2021
TO: Nina Boyd, Associate Superintendent
FROM: Darou Sisavath, Recording Clerk
SUBJECT: Resolution #05-21
California Day of the Teacher

RECOMMENDATION:

Adopt Resolution #05-21 to recognize May 12, 2021 as California Day of the Teacher.

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

**CALIFORNIA DAY OF THE TEACHER
May 12, 2021**

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 12, 2021 as the California Day of the Teacher.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, Ken L. Williams, D.O., 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 3rd day of March 2021.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of March 2021.

Mari Barke, President
Orange County Board of Education

March 3, 2021

☒ Mailed ☐ Distributed at meeting



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 22, 2021

TO: Nina Boyd, Associate Superintendent

FROM: Darou Sisavath, Recording Clerk

SUBJECT: Resolution #06-21
Classified School Employees Week

RECOMMENDATION:

Adopt Resolution #06-21 to recognize May 16-22, 2021 as Classified School Employees Week.

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

**CLASSIFIED SCHOOL EMPLOYEES WEEK
May 16-22, 2021**

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 16-22, 2021 as Classified School Employees Week.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, **Ken L. Williams, D.O.**, 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 3rd day of March 2021.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 3rd day of March 2021.

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

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 10, 2021

TO: Nina Boyd, Associate Superintendent

FROM: Christine Olmstead, Ed.D., Associate Superintendent, Educational Services Division

SUBJECT: ACCEPTANCE OF ORANGE COUNTY SCHOOL DISTRICTS' SUPERVISORS OF ATTENDANCE 2020-2021 @ MARCH 3, 2021, BOARD MEETING

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 their skills and knowledge at minimum every three years. OCDE personnel annually review and update the on-line certification training. The on-line training is a self-paced, asynchronous course and requires the participant to complete the training and pass a summative examination with a score at or above 80%. Although not required, some districts 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 March 4, 2020.

RECOMMENDATION:

Accept the Supervisors of Attendance for the Orange County School Districts 2020-2021.

Supervisors of Attendance

District	Name	Certification Date	Expiration Date (<i>Certification good through</i>)
Buena Park School District	Dr. Elsie Simonovski, <i>Director, Student and Community Services</i>	2/20/2020	2022-2023
Cypress School District	Tandy Taylor, <i>Executive Director, Educational Services</i>	12/28/2020	2023-2024
Fullerton School District	Helene Morris, <i>Director of Administrative Services</i>	11/19/2020	2023-2024
Placentia Yorba Linda Unified School District	Rick Riegel, <i>Administrator, Student Services</i>	12/17/2020	2023-2024
Saddleback Valley Unified School District	Erin Spillane, <i>District Coordinator Student Services and Health Services</i>	11/30/2020	2023-2024
Santa Ana Unified School District	Vivian Choi, <i>Assistant Director of Support Services</i>	12/22/2020	2023-2024
Orange County Department of Education-ACCESS	Sidra Gaines, <i>Coordinator Educational Program and Services</i>	12/30/2020	2023-2024
Orange County Department of Education--ACCESS	Dennis Cole, <i>Director of District Partnerships and Operations</i>	12/30/2020	2023-2024



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 22, 2021
TO: Nina Boyd, Associate Superintendent
FROM: Darou Sisavath, Recording Clerk
SUBJECT: Board Meeting Dates

The Orange County Board of Education regular board meetings are held on the first Wednesday of each month. All board meetings listed will begin at 5:00 p.m. unless otherwise noted.

Board Meeting Dates

Wednesday, July 7, 2021
Wednesday, August 4, 2021
Wednesday, September 1, 2021
Wednesday, October 6, 2021
Wednesday, November 3, 2021
Wednesday, December 1, 2021
Wednesday, January 5, 2022
Wednesday, February 2, 2022
Wednesday, March 2, 2022
Wednesday, April 6, 2022
Wednesday, May 4, 2022
Wednesday, June 1, 2022
Wednesday, June 15, 2022

RECOMMENDATION:

Approve new Board Meeting dates for July 2021 through June 2022.

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

March 3, 2021

☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

DATE: February 16, 2021
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Orange County Workforce Innovation High School Agreement

DESCRIPTION:

On January 6, 2021, Orange County Workforce Innovation High School was approved for a five-year charter renewal. As part of the charter renewal, the charter school shall enter into an Agreement that addresses the operational relationship between the charter school, the Orange County Board of Education and the Orange County Department of Education no later than April 2021. Orange County Workforce Innovation High School has requested revisions to the standard Agreement approved by the Orange County Board of Education on January 6, 2021.

At the March 3, 2021 meeting, the Orange County Board of Education shall approve or deny the revised Agreement for Orange County Workforce Innovation High School.

RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve the proposed changes to the Agreement for Orange County Workforce Innovation High School.

**AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
WESTERN EDUCATIONAL CORPORATION
FOR THE OPERATION OF**

ORANGE COUNTY WORKFORCE INNOVATION HIGH SCHOOL

This Agreement is made and entered into this 3rd day of March, 2021 by and between the Orange County Board of Education (“Board”) and Western Educational Corporation, a nonprofit benefit corporation operating Orange County Workforce Innovation High School (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

I. INTRODUCTORY PROVISIONS

- A. The Board approved the petition of Charter School, for a five-year period beginning on July 1, 2021 through June 30, 2026. The Staff Report and Findings of Fact, submitted to and adopted by the Board is incorporated herein by reference.
- 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 section 5110 et seq.). Western Educational Corporation 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 Western Educational Corporation as they pertain to Charter School are and remain consistent with the Charter Schools 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 January 6, 2021, 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 or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- 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 OCDE no sooner than **September 1** and no later than **March 1** 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 being hired, 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.

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.
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 section 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-five~~ **(53)** 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-seven~~ **(73)** 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. Human Resources

STRS and PERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all STRS and PERS reporting fines and penalties, including any and all financial consequences from the implementation of regulations, or any other action, that renders employees of Charter School ineligible to participate in a governmental defined-benefit retirement plan.

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 bidding that is more stringent 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. Charter/Education Management Organization (C/EMO) Contracts:

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. The Charter School currently utilizes the services of an administrative and back office services company which the Parties acknowledge is not currently functioning as a C/EMO. Should the Charter School seek to enter into any C/EMO contract, the Board will review and must approve the C/EMO contract prior to the Charter School entering into the contract.

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.
 - ii. C/EMO shall comply with Education Code section 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.

- 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. Prior to opening, 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. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, 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 site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

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 Agreement, 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 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(g). 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. SEVERABILITY

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

VI. NON-ASSIGNMENT

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

VII. WAIVER

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

VIII. NONDISCRIMINATION

The Parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, including agreement that Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200 et seq. the School shall be open to all students. In addition to these nondiscrimination provisions, Charter School shall not discriminate against applicants or employees on the basis of any characteristics or categories protected by state or federal law. Charter School acknowledges and agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.

IX. NOTIFICATION

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

To OCDE at:

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

To Western Educational Corporation at:

Julie Parra, Area Superintendent
Orange County Workforce Innovation High School
177 Holston Dr., Lancaster, CA 93535

X. INTEGRATION

This Agreement contains the entire Agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no Agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this Agreement shall only be modified in writing by the mutual agreement of the Parties.

XI. ORDER OF PRECEDENCE

The Parties further acknowledge and agree that, unless otherwise noted in this Agreement, any inconsistency in the charter shall be resolved by giving precedence in the following order:

1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A
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 aggregate in total general liability insurance, providing coverage for negligence, ~~errors and omissions/educators legal liability~~, Fire Legal Liability, and Professional Liability with at least \$2,000,000 for each act, error or omission and \$5,000,000 aggregate 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~~ Directors and Officers including Educators Legal liability coverage with minimum limits of \$3,000,000 per ~~claim occurrence~~ and \$3,000,000 general aggregate. Limits may be made up in the form of Umbrella and/or Excess policies.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 ~~each abuse 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. Limits may be made up in the form of Umbrella and/or Excess policies.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per ~~claim occurrence~~ and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 for underlying 2. Commercial General Liability including Professional Liability, 3. Employers Liability coverage, 4. Commercial Auto Liability, and 7. Sexual Abuse and Molestation coverage is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

ORANGE COUNTY BOARD OF E

BOARD AGENDA ITEM

DATE: February 16, 2021
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing – Suncoast Preparatory Academy Renewal

DESCRIPTION:

On December 1, 2020, Suncoast Preparatory Academy submitted a renewal charter petition for a five-year charter term from July 1, 2021 through June 30, 2026. The Orange County Board of Education held a public hearing on January 6, 2021, to consider the level of support for the charter school.

RECOMMENDATION:

Per California Education Code, on March 3, 2021, the Orange County Board of Education shall hold a public hearing to grant or deny the Suncoast Preparatory Academy charter petition renewal. At the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony responsive to the Orange County Department of Education staff recommendations and findings published on February 16, 2021.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

February 16, 2021

To: Members, Orange County Board of Education
From: Orange County Department of Education Charter Schools Unit
Re: Staff Recommendations and Findings – Suncoast Preparatory Academy

I. INTRODUCTION

The purpose of this report is to summarize significant findings based on a comprehensive review by Orange County Department of Education staff of the renewal petition for Suncoast Preparatory Academy in compliance with Education Code sections 47607 and 47607.2, and to provide recommendations for consideration by the Orange County Board of Education (the Board).

II. BACKGROUND

Suncoast Preparatory Academy is a Transitional Kindergarten through grade 12 non-classroom based, independent study charter school located within the boundaries of the Saddleback Valley Unified School District. Suncoast Preparatory Academy, formerly named National University Academy Home School/Independent Study Orange County Charter School, began as a combination of two existing programs that operated as resource centers for the National University Academy Lakeside Charter, which at the time, was authorized by the Lakeside Union School District in 2008. The two resource centers, located in Mission Viejo and Murrieta, were combined and the Murrieta location closed to comply with the 2016 Anderson Union High School District v. Shasta Secondary Home School decision.

The initial petition was denied by Saddleback Valley Unified School District governing board on July 12, 2018, and was submitted on appeal to the Board. After conducting the required public hearing and review, the Board approved the charter petition for a three-year term from September 26, 2018, to June 30, 2021. On December 1, 2020, Suncoast Preparatory Academy submitted a renewal charter petition. The Board held a public hearing on January 6, 2021, on the provisions of the charter to consider the level of support for the petition in accordance with Education Code section 47605.

III. LEGAL STANDARD

Pursuant to Education Code sections 47607 and 47607.2, a chartering authority may grant one or more subsequent renewals to a charter school. Charter school renewals are governed by the standards and criteria described in Education Code section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirements of charter schools enacted into law after the charter was originally granted or last renewed. The Board shall consider the school's fiscal and governance performance and whether the school is serving all pupils who wish to attend. Additionally, the chartering authority shall consider the performance of the charter school on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. The California Department of Education annually publishes a data file that provides the performance categories for all non-DASS charter schools to be used for charter school renewal. Based on standards outlined in Education Code section 47607 and 47607.2, in accordance with a three-tiered system based on the charter school's performance, Suncoast Preparatory Academy placed in the middle performance category and is eligible for a five-year charter term.

IV. SUMMARY OF FINDINGS

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 the Board approve the charter petition, or may be used as a basis for denial should the Board deny the renewal. Throughout the charter school's prior term, there have been ongoing concerns regarding the school's fiscal sustainability, governance, and educational program. These concerns were delineated in the initial staff report provided to the Board in 2018 and in subsequent notices to the school. To date, concerns remain regarding the school's cash flow, potential violation of applicable conflict of interest laws, lack of academic performance data, failure to meet legally mandated obligations to English learners, and failure to operate a legally compliant non-classroom based, independent study program.

A. Systems Management Group Contract and Conflict of Interest Concerns

As detailed in the 2018 staff report, there are ongoing concerns regarding the legality of a \$450,000 loan to the school from National University through an affiliate, Systems Management Group (SMG), to balance the budget and show a positive monthly cash flow. Without this loan, the cash flow is negative (expenses higher than revenues) each month, which means the school would operate at a deficit. At that time, staff expressed concern that a conflict of interest may prevent such a loan from being legal.

SMG governs all universities under the National University Systems umbrella, including National University. Nancy Rowland Heinrich and Nanette Fritschmann are employees of National

University. Both are also on Suncoast Preparatory Academy's board and have approved SMG service agreements, SMG contract amendments, and an SMG repayment plan. Orange County Department of Education staff remain concerned with the validity of this agreement due to the potential conflict of interest, whether the amount billed and owed is appropriately documented, and whether charges include duplication of services provided to the school in exchange for five percent of the school's gross revenue.

Shortly after the charter school was authorized on September 26, 2018, SMG began charging for services and paying invoices on the school's behalf without prior charter school board approval. According to information received from Suncoast Preparatory Academy, the school continues to owe approximately \$538,000 to SMG from the \$1,600,000 initially owed for services provided by SMG and invoices paid on behalf of the school. Although the charter school board retroactively approved several service contracts and invoices, there was no board approved promissory note for repayment until December 2020, and there remains concern of possible duplication of services for which SMG charged the school a fee. These concerns have been expressed to the school on numerous occasions from 2018 through 2020 in letters requesting information, Notices of Concern, and a teleconference meeting.

On March 4, 2020, as part of a notice of concern, Orange County Department of Education staff requested the school provide a comprehensive legal opinion from an attorney representing the school on whether a conflict of interest exists. The school submitted a legal opinion from Musick and Peeler attorney, Kristine E. Kwong, that stated in part:

As stated above, there is an appearance of conflict for both Rohland-Heinrich and Fritschmann when they voted to approve the contract with SMG. Approving the contract furthers their personal interests in job security. This is especially the case where there is no evidence that the Charter School issued an RFP for the service contract or that SMG, in any way, competed for the contract. This lack of competition gives the appearance that the Charter School favored SMG over other service providers, and both Board Members had a personal interest approving the contract.

The school severed ties with SMG and National University Systems on June 30, 2020. However, as recently as December 2020, Nancy Rohland Heinrich and Nanette Fritschmann participated in discussion and took action regarding an agreement for SMG repayment. Nanette Fritschmann resigned from the board on January 22, 2021. Given the school's submitted legal opinion, there continues to be concerns regarding the legality of all contracts with SMG.

B. Performance Data

Suncoast Preparatory Academy reported that results for the 2017-18 California Assessment of Student Performance and Progress (CAASPP) test, used to measure student growth and progress, could not be found and current school leadership is unsure of the reason. Without explanation, this

indicates the possibility that the school did not administer CAASPP in 2018. According to the 2018-19 CAASPP test results Suncoast Preparatory Academy tested only 51 of the school's 73 eligible students. Additionally, only one year of data is represented due to the suspension of CAASPP during the pandemic. The 2019-20 Annual Monitoring Report noted that the school used the Northwest Evaluation Association (NWEA) program to assess student progress internally and to inform instruction since the school lacked standardized testing data. However, to date, teachers have not been trained on the NWEA system, or on analyzing the data to drive instruction. Furthermore, in the two years that the school has used NWEA, it has only tested a small number of its students and an even smaller percentage of the same students. Staff is concerned that the school does not collect adequate data from formative and summative assessments to differentiate instruction and monitor whether students are meeting academic standards.

C. Services to English Learners

Suncoast Preparatory Academy has failed to meet its legally mandated obligations to English learner students for the second consecutive year in violation of California law and the school's charter. The 2019-20 Annual Monitoring Report for Suncoast Preparatory Academy noted that the school was not operating a comprehensive English learner program, and required the school to submit a legally compliant English Learner Master Plan, as well as a professional development plan detailing relevant training that teachers would receive during the 2020-21 school year to support English learner students. On July 27, 2020, then Executive Director Kim Kopp submitted an English learner plan. However, to date, there is no evidence that the school implemented the plan or that teachers have received, or will participate in, professional development to deliver a legally compliant ELD program. Furthermore, the school's most recent budget does not include any money for professional development for teachers and staff to attend training.

D. Non-Classroom Based, Independent Study Program Compliance

During the 2019-20 and 2020-21 oversight visits, school personnel stated that parents of students in the TK-8 "homeschool" program are the main instructor of the curriculum, assign work to students, evaluate student work, and collaborate with the teacher of record to determine grades. School personnel stated that the teacher of record is a support person only and operates as a "tutor" for the student. The renewal petition states, "Suncoast Preparatory Academy requires that online attendance be completed by the parent/guardian each Learning Period." Additionally, the petition indicates that parents are the "daily teacher" for the homeschool program.

Suncoast Preparatory Academy is a non-classroom based charter school. Non-classroom based instruction includes, but is not limited to, independent study, home study, work study, and distance and computer-based education. Pursuant to Education Code section 47612.5, in all types of non-classroom-based instruction, the qualification of instructional personnel must comply with Education Code section 47605(l). Under Education Code section 47605(l), charter school teachers

must hold the Commission on Teacher Credentialing certificate, permit, or other document. Moreover, under section 11963.1 of Title 5 of the California Code of Regulations, non-classroom-based instruction in charter schools must also comply with independent study requirements commencing with Education Code section 51745, et seq. Consequently, the charter school is subject to Education Code section 51747.5(a), which states, "The independent study by each pupil shall be coordinated, evaluated, and notwithstanding subdivision (a) of Section 46300, shall be under the general supervision of an employee of the school district, charter school, or county office of education who possesses a valid certification document pursuant to Section 44865 or an emergency credential pursuant to Section 44300, registered as required by law." Additionally, Education Code section 51747.5(b) states that a school may claim apportionment credit only if a certificated teacher assigns and judges the time value of pupil work.

While parents of children enrolled in Suncoast Preparatory Academy may help educate their children at home through an independent study program of the school, parents may not be treated as if they filed a Private School Affidavit with the California Department of Education under Education Code section 33190, as that would prohibit the students from enrolling in a public charter school. A non-classroom based "homeschool" may give parents and students options for choosing a variety of curriculums, however, in order to comply with the Charter Schools Act, the independent study of each student must be coordinated, evaluated, and under the general supervision of an employee of the charter school who possesses a valid credential, permit or other document as provided in Education Code section 47605(l). The school's current practices and language in the submitted renewal charter petition are in direct violation of the above education code and call into question whether Average Daily Attendance (ADA) has been appropriately documented and claimed.

V. NOTICE OF ALLEGED VIOLATIONS AND OPPORTUNITY TO CURE

On January 20, 2021, staff issued a notice to Suncoast Preparatory Academy delineating the issues outlined in this staff report and requesting a corrective action plan to address the concerns. The school is scheduled to submit a plan of correction on or before February 20, 2021.

VI. STAFF RECOMMENDATION

Contingent on a satisfactory corrective action plan submitted on or before February 20, 2021, the Orange County Department of Education staff recommends that the Orange County Board of Education approve with conditions Suncoast Preparatory Academy charter school for a five-year charter term from July 1, 2021 to June 30, 2026 and require the execution of an Agreement to address the issues outlined in this Staff Report.

VII. CONCLUSION

The Board has three options for action regarding a charter petition on appeal:

- Option One: Approve the charter petition as written for a five-year term from July 1, 2021 to June 30, 2026.
- Option Two: Approve the charter petition with conditions for a five-year term from July 1, 2021 to June 30, 2026. This action would result in the charter petition being approved and require the execution of an Agreement to address the issues outlined in this Staff Report.
- Option Three: Deny the charter petition.

* * *

March 3, 2021

[X] Mailed [] Distributed at meeting

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

DATE: February 16, 2021
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Suncoast Preparatory Academy Renewal

DESCRIPTION:

On December 1, 2020, Suncoast Preparatory Academy submitted a charter petition renewal for a five-year charter term from July 1, 2021 through June 30, 2026. Orange County Board of Education held a public hearing on January 6, 2021 to consider the level of support for the charter school.

The Orange County Board of Education has three options for action regarding a charter petition renewal:

- Option One: Approve the charter petition as written for a five-year term from July 1, 2021 to June 30, 2026.
 - Option Two: Approve the charter petition with conditions for a five-year term from July 1, 2021 to June 30, 2026. This action would result in approval of the charter petition and require the execution of an Agreement to address the issues outlined in the Staff Report published on February 16, 2021.
 - Option Three: Deny the charter petition.
-

RECOMMENDATION:

Contingent on a satisfactory corrective action plan submitted on or before February 20, 2021, the Orange County Department of Education staff recommends that the Orange County Board of Education approve with conditions Suncoast Preparatory Academy charter school for a five-year charter term from July 1, 2021 to June 30, 2026 and require the execution of an Agreement to address the issues outlined in the Staff Report published on February 16, 2021.

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE RENEWAL OF
SUNCOAST PREPARATORY ACADEMY**

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

WHEREAS, Education Code section 47607(a)(2) states that a chartering authority may grant one or more subsequent renewals pursuant to Education Code sections 47607 and 47607.2.

WHEREAS, Education Code section 47607(b) requires that renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the charter school is located.

WHEREAS, in determining whether to grant a charter renewal, a chartering authority shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, a chartering authority shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

WHEREAS, following the review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on the charter school's performance pursuant to Education Code section 47607(c) for high performing charter schools, Education Code section 47607.2(b) for middle performing charter schools and Education Code section 47607.2(a) for low performing charter schools.

WHEREAS, a chartering authority may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is

not serving all students who wish to attend. When denying a charter renewal for either of these reasons, a chartering authority shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if a chartering authority finds either the corrective action proposed by the charter school has been unsuccessful or the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding.

WHEREAS, in determining whether to grant a charter renewal for a charter school eligible for the state's Dashboard Alternative School Status, a chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The chartering authority may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of students.

WHEREAS, on December 1, 2020, the Orange County Board of Education ("Board") received a petition from Suncoast Preparatory Academy, a nonprofit public benefit corporation, for the renewal of Suncoast Preparatory Academy.

WHEREAS, on January 6, 2021, the Board held a public hearing on the charter renewal, at which, the Board considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

WHEREAS, on February 16, 2021, the Board published staff recommendations and findings developed by members of the Orange County Department of Education's Charter School Unit regarding the renewal petition ("Staff Report").

WHEREAS, on March 3, 2021, the Board held a public hearing to grant or deny the renewal petition, at which, the petitioners had equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings.

WHEREAS, the Board has considered the level of support for Suncoast Preparatory Academy and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

WHEREAS, in reviewing the renewal petition, the Board has been guided by the intent of the California Legislature that charter schools are and should become an integral

part of the California educational system and that establishment of charter schools should be encouraged.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the renewal petition for a charter school by Suncoast Preparatory Academy for the operation of Suncoast Preparatory Academy for a period of five years, beginning on July 1, 2021 and expiring June 30, 2026.

BE IT FURTHER RESOLVED that Suncoast Preparatory Academy 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 June 2021.

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 3rd day of March, 2021, 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 SUNCOAST PREPARATORY ACADEMY**

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

WHEREAS, Education Code section 47607(a)(2) states that a chartering authority may grant one or more subsequent renewals pursuant to Education Code sections 47607 and 47607.2.

WHEREAS, Education Code section 47607(b) requires that renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the charter school is located.

WHEREAS, in determining whether to grant a charter renewal, a chartering authority shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, a chartering authority shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

WHEREAS, following the review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on the charter school's performance pursuant to Education Code section 47607(c) for high performing charter schools, Education Code section 47607.2(b) for middle performing charter schools and Education Code section 47607.2(a) for low performing charter schools.

WHEREAS, a chartering authority may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, a chartering authority shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if a chartering authority finds either that the corrective action proposed by the charter school has been

unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding.

WHEREAS, in determining whether to grant a charter renewal for a charter school eligible for the state's Dashboard Alternative School Status, a chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The chartering authority may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of students.

WHEREAS, on December 1, 2020, the Orange County Board of Education ("Board") received a petition from Suncoast Preparatory Academy, a nonprofit public benefit corporation, for the renewal of Suncoast Preparatory Academy.

WHEREAS, on January 6, 2021, the Board held a public hearing on the charter renewal, at which, the Board considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

WHEREAS, on February 16, 2021, the Board published staff recommendations and findings developed by members of the Orange County Department of Education's Charter School Unit regarding the renewal petition ("Staff Report"), which identified deficiencies in the renewal petition.

WHEREAS, on March 3, 2021, the Board held a public hearing to grant or deny the renewal petition, at which, the petitioners had equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings.

WHEREAS, the Board has considered the level of support for Suncoast Preparatory Academy and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

WHEREAS, in reviewing the renewal petition, the Board has been guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the findings of fact and conclusions set forth in the attached written Staff Report regarding Suncoast Preparatory Academy, which is attached hereto and integrated herein by this reference

BE IT FURTHER RESOLVED that based on the adopted findings of fact, the renewal petition as written may not contain reasonably comprehensive descriptions of required elements of the renewal petition unless Petitioner complies with certain conditions to address findings specified in the Staff Report.

BE IT FURTHER RESOLVED that the Board approves with conditions the renewal petition for a charter school by Suncoast Preparatory Academy for the operation of Suncoast Preparatory Academy for a period of five years, beginning on July 1, 2021 and expiring June 30, 2026.

BE IT FURTHER RESOLVED that the renewal petition approval is conditioned upon Suncoast Preparatory Academy entering into a fully executed Agreement that addresses the findings specified in the Staff Report, as well as the operational relationship between the charter school, Board and OCDE no later than the Board's regularly scheduled meeting in June 2021.

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 3rd day of March, 2021, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

**AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
SUNCOAST PREPARATORY ACADEMY**

DRAFT

FOR THE OPERATION OF SUNCOAST PREPARTORY ACADEMY

This Agreement is made and entered into this 3rd day of March, 2021 by and between the Orange County Board of Education (“Board”) and Suncoast Preparatory Academy, a nonprofit benefit corporation operating School Name, a public charter school, (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

I. INTRODUCTORY PROVISIONS

- A. The Board approved with conditions the Charter School’s petition, for a five-year period beginning on July 1, 2021 through June 30, 2026. The Staff Report and Findings of Fact, submitted to and adopted 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 section 5110 et seq.). Suncoast Preparatory Academy 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 Suncoast Preparatory Academy as they pertain to Charter School are and remain consistent with the Charter Schools 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 Marcy 3, 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 Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- 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 OCDE no sooner than **September 1** and no later than **March 1** 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 shall be 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 being hired, 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.

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 section 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. Human Resources

STRS and PERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all STRS and PERS reporting fines and penalties, including any and all financial consequences from the implementation of regulations, or any other action, that renders employees of Charter School ineligible to participate in a governmental defined-benefit retirement plan.

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 bidding that is more stringent 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. Charter/Education Management Organization (C/EMO) Contracts:

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.

- ii. C/EMO shall comply with Education Code sections 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.
 - 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. Prior to opening, 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. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, 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 site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

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 Agreement, 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 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(g). 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. the School shall be open to all students. In addition to these nondiscrimination provisions, Charter School shall not discriminate against applicants or employees on the basis of any characteristics or categories protected by state or federal law. Charter School acknowledges and agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.

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, 92626

To Suncoast Preparatory Academy at:

Shawna MacDonald, Principal/Interim Executive Director
333 S. Juniper Street, Suite 106
Escondido, CA 92025

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 acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this Agreement shall only be modified in writing by the mutual agreement of the Parties.

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:

1. SPA shall utilize an assessment program from the State Board of Education's (SBE) approved list of valid and reliable assessments in order to provide verified academic performance data under Education Code section 47607.2. SPA shall assess students annually and maintain local assessment data, including disaggregated analysis that align with significant student subgroups. This data shall be made available to the authorizer for review and shall be submitted annually. Additionally, the school shall provide training to school staff on the components of the assessment program and methods for analyzing the data to drive instruction.
2. SPA shall update language in the charter petition to comply with section 11963.1 of Title 5 of the California Code of Regulations, regarding non-classroom-based instruction in charter schools and with independent study requirements commencing with Education Code section 51745, et seq.
3. By February 20, 2021, SPA shall submit a comprehensive corrective action plan that addresses concerns detailed in the January 19, 2021 Notice of Concern and February 16, 2021 Staff Report. The plan is subject to review and approval by Orange County Department of Education staff.

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO DENY THE RENEWAL PETITION FOR
SUNCOAST PREPARATORY ACADEMY**

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

WHEREAS, Education Code section 47607(a)(2) states that a chartering authority may grant one or more subsequent renewals pursuant to Education Code sections 47607 and 47607.2.

WHEREAS, Education Code section 47607(b) requires that renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the charter school is located.

WHEREAS, in determining whether to grant a charter renewal, a chartering authority shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, a chartering authority shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

WHEREAS, following the review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on the charter school's performance pursuant to Education Code section 47607(c) for high performing charter schools, Education Code section 47607.2(b) for middle performing charter schools and Education Code section 47607.2(a) for low performing charter schools.

WHEREAS, a chartering authority may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, a chartering authority shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if a chartering authority finds either the corrective action proposed by the charter school has been

unsuccessful or the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding.

WHEREAS, in determining whether to grant a charter renewal for a charter school eligible for the state's Dashboard Alternative School Status, a chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The chartering authority may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of students.

WHEREAS, on December 1, 2020, the Orange County Board of Education ("Board") received a petition from Suncoast Preparatory Academy, a nonprofit public benefit corporation, for the renewal of Suncoast Preparatory Academy.

WHEREAS, on January 6, 2021, the Board held a public hearing on the charter renewal, at which, the Board considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

WHEREAS, on February 16, 2021, the Board published staff recommendations and findings developed by members of the Orange County Department of Education's Charter School Unit regarding the renewal petition ("Staff Report"), which identified deficiencies in the renewal petition.

WHEREAS, on March 3, 2021, the Board held a public hearing to grant or deny the renewal petition, at which, the petitioners had equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings.

WHEREAS, the Board has considered the level of support for Suncoast Preparatory Academy and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

WHEREAS, in reviewing the renewal petition, the Board has been guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

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, having fully considered and evaluated the Petition for the renewal of Suncoast Preparatory Academy, hereby finds granting the renewal of the Petition not to be consistent with the requirements of Education Code section 47605(c), based upon factual findings made by the Board during the Public Hearing on March 6, 2021, and memorialized in the meeting minutes.

BE IT FURTHER RESOLVED that for the reasons given above, the renewal petition is hereby denied.

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 3rd day of March, 2021, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

March 3, 2021

☒ Mailed ☐ Distributed at meeting

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM



DATE: February 16, 2021
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing – Unity Middle College High School Renewal

DESCRIPTION:

On December 2, 2020, Unity Middle College High School submitted a renewal charter petition for a five-year charter term from July 1, 2021 through June 30, 2026. The Orange County Board of Education held a public hearing on January 6, 2021, to consider the level of support for the charter school.

RECOMMENDATION:

Per California Education Code, on March 3, 2021, the Orange County Board of Education shall hold a public hearing to grant or deny the Unity Middle College High School charter petition renewal. At the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony responsive to the Orange County Department of Education staff recommendations and findings published on February 16, 2021.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

February 16, 2021

To: Members, Orange County Board of Education
From: Orange County Department of Education Charter Schools Unit
Re: Staff Recommendations and Findings – Unity Middle College High School

I. INTRODUCTION

The purpose of this report is to summarize significant findings based on a comprehensive review by Orange County Department of Education staff of the renewal petition for Unity Middle College High School in compliance with Education Code sections 47607 and 47607.2, and to provide recommendations for consideration by the Orange County Board of Education (the Board).

II. BACKGROUND

Unity Middle College High School is a 9-12 grade charter school operating within the boundaries of Orange Unified School District. The initial petition was denied by Orange Unified School District on June 4, 2015, and was submitted on appeal to the Board. After conducting the required public hearing and review, the Board approved the charter petition for a five-year charter term from July 1, 2016 to June 30, 2021.

On December 2, 2020, Unity Middle College High school submitted a charter renewal petition. The Board held a public hearing on January 6, 2021, on the provisions of the charter to consider the level of support for the petition in accordance with Education Code section 47605.

III. LEGAL STANDARD

Pursuant to Education Code sections 47607 and 47607.2, a chartering authority may grant one or more subsequent renewals to a charter school. Charter school renewals are governed by the standards and criteria described in Education Code section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirements of charter schools enacted into law after the charter was originally granted or last renewed. The Board shall consider the school's fiscal and governance performance and whether the school is serving all pupils who wish to attend. Additionally, the chartering authority shall consider the performance of the charter school on the state and local indicators included in the California School Dashboard, giving greater

weight to performance on measurements of academic performance. The California Department of Education annually publishes a data file that provides the performance categories for all non-DASS charter schools to be used for charter school renewal. The California Department of Education annually publishes a data file that provides the performance categories for all non-DASS charter schools to be used for charter school renewal.

IV. SUMMARY OF FINDINGS

Based on standards outlined in Education Code section 47607 and 47607.2 and in accordance with a three-tiered system based on the charter school's performance, Unity Middle College High School falls in the middle performance category and is eligible for a five-year charter term. Overall, the charter school presented a comprehensive petition for renewal and the past performance of the school indicates the likelihood of future success.

V. STAFF RECOMMENDATION

Orange County Department of Education staff recommend that the Board approve Unity Middle College High School for a five-year charter term from July 1, 2021 to June 30, 2026.

VI. CONCLUSION

The Board has three options for action regarding a charter petition renewal:

- Option One: Approve the charter petition for a five-year term from July 1, 2021 to June 30, 2026.
- Option Two: Approve the charter petition with conditions for a five-year term from July 1, 2021 to June 30, 2026. This action would result in approval of the charter and require the charter school to address the concerns raised by the Board by established timelines.
- Option Three: Deny the charter petition.

* * *

ORANGE COUNTY BOARD OF

BOARD AGENDA ITEM

DATE: February 16, 2021
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Unity Middle College High School Renewal

DESCRIPTION:

On December 2, 2020, Unity Middle College High School submitted a charter petition renewal for a five-year charter term from July 1, 2021 through June 30, 2026. Orange County Board of Education held a public hearing on January 6, 2021 to consider the level of support for the charter school.

The Orange County Board of Education has three options for action regarding a charter petition renewal:

- Option One: Approve the renewal charter petition for a five-year term from July 1, 2021 to June 30, 2026.
 - Option Two: Approve the charter petition with conditions for a five-year term from July 1, 2021 to June 30, 2026. This action would result in approval of the charter and require the school to address raised by the Board by established timelines.
 - Option Three: Deny the renewal charter petition.
-

RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve the Unity Middle College High School renewal petition for a five-year term from July 1, 2021 to June 30, 2026.

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE RENEWAL OF
UNITY MIDDLE COLLEGE HIGH SCHOOL**

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

WHEREAS, Education Code section 47607(a)(2) states that a chartering authority may grant one or more subsequent renewals pursuant to Education Code sections 47607 and 47607.2.

WHEREAS, Education Code section 47607(b) requires that renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the charter school is located.

WHEREAS, in determining whether to grant a charter renewal, a chartering authority shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, a chartering authority shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

WHEREAS, following the review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on the charter school's performance pursuant to Education Code section 47607(c) for high performing charter schools, Education Code section 47607.2(b) for middle performing charter schools and Education Code section 47607.2(a) for low performing charter schools.

WHEREAS, a chartering authority may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is

not serving all students who wish to attend. When denying a charter renewal for either of these reasons, a chartering authority shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if a chartering authority finds either the corrective action proposed by the charter school has been unsuccessful or the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding.

WHEREAS, in determining whether to grant a charter renewal for a charter school eligible for the state's Dashboard Alternative School Status, a chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The chartering authority may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of students.

WHEREAS, on December 2, 2020, the Orange County Board of Education ("Board") received a petition from Unity Schools SoCal, a nonprofit public benefit corporation, for the renewal of Unity Middle College High School.

WHEREAS, on January 6, 2021, the Board held a public hearing on the charter renewal, at which, the Board considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

WHEREAS, on February 16, 2021, the Board published staff recommendations and findings developed by members of the Orange County Department of Education's Charter School Unit regarding the renewal petition ("Staff Report").

WHEREAS, on March 3, 2021, the Board held a public hearing to grant or deny the renewal petition, at which, the petitioners had equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings.

WHEREAS, the Board has considered the level of support for Unity Middle College High School and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

WHEREAS, in reviewing the renewal petition, the Board has been guided by the intent of the California Legislature that charter schools are and should become an integral

part of the California educational system and that establishment of charter schools should be encouraged.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the renewal petition for a charter school by Unity Schools SoCal for the operation of Unity Middle College High School for a period of five years, beginning on July 1, 2021 and expiring June 30, 2026.

BE IT FURTHER RESOLVED that Unity Middle College High School 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 June 2021.

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 3rd day of March, 2021, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

**AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
UNITY SCHOOLS SOCAL**

DRAFT

FOR THE OPERATION OF UNITY MIDDLE COLLEGE HIGH SCHOOL

This Agreement is made and entered into this 3rd day of March, 2021 by and between the Orange County Board of Education (“Board”) and Unity Schools SoCal, a nonprofit benefit corporation operating Unity Middle College High School, a public charter school, (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

I. INTRODUCTORY PROVISIONS

- A. The Board approved the Charter School’s petition, for a five-year period beginning on July 1, 2021 through June 30, 2026. The Staff Report and Findings of Fact, submitted to and adopted by the Board is incorporated herein by reference.
- 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 section 5110 et seq.). Unity Schools SoCal 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 Unity Schools SoCal as they pertain to Charter School are and remain consistent with the Charter Schools 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 3, 2021, 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 Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- 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 OCDE no sooner than **September 1** and no later than **March 1** 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 shall be 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 being hired, 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.

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 section 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. Human Resources

STRS and PERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all STRS and PERS reporting fines and penalties, including any and all financial consequences from the implementation of regulations, or any other action, that renders employees of Charter School ineligible to participate in a governmental defined-benefit retirement plan.

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 bidding that is more stringent 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. Charter/Education Management Organization (C/EMO) Contracts:

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.

- ii. C/EMO shall comply with Education Code sections 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.
- 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. Prior to opening, 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. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, 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 site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

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 Agreement, 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 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(g). 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. the School shall be open to all students. In addition to these nondiscrimination provisions, Charter School shall not discriminate against applicants or employees on the basis of any characteristics or categories protected by state or federal law. Charter School acknowledges and agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.

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, 92626

To Unity Schools SoCal at:

Dr. Erin Craig, Executive Director
1937 W. Chapman Avenue, Suite 110
Orange, CA 92868

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 acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this Agreement shall only be modified in writing by the mutual agreement of the Parties.

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
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.

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE WITH CONDITIONS
THE RENEWAL FOR UNITY MIDDLE COLLEGE HIGH SCHOOL**

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

WHEREAS, Education Code section 47607(a)(2) states that a chartering authority may grant one or more subsequent renewals pursuant to Education Code sections 47607 and 47607.2.

WHEREAS, Education Code section 47607(b) requires that renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the charter school is located.

WHEREAS, in determining whether to grant a charter renewal, a chartering authority shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, a chartering authority shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

WHEREAS, following the review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on the charter school's performance pursuant to Education Code section 47607(c) for high performing charter schools, Education Code section 47607.2(b) for middle performing charter schools and Education Code section 47607.2(a) for low performing charter schools.

WHEREAS, a chartering authority may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, a chartering authority shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if a chartering authority finds either that the corrective action proposed by the charter school has been

unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding.

WHEREAS, in determining whether to grant a charter renewal for a charter school eligible for the state's Dashboard Alternative School Status, a chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The chartering authority may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of students.

WHEREAS, on December 2, 2020, the Orange County Board of Education ("Board") received a petition from Unity Schools SoCal, a nonprofit public benefit corporation, for the renewal of Unity Middle College High School.

WHEREAS, on January 6, 2021, the Board held a public hearing on the charter renewal, at which, the Board considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

WHEREAS, on February 16, 2021, the Board published staff recommendations and findings developed by members of the Orange County Department of Education's Charter School Unit regarding the renewal petition ("Staff Report").

WHEREAS, on March 3, 2021, the Board held a public hearing to grant or deny the renewal petition, at which, the petitioners had equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings.

WHEREAS, the Board has considered the level of support for Unity Middle College High School and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

WHEREAS, in reviewing the renewal petition, the Board has been guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

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 renewal petition as written may not contain reasonably comprehensive descriptions of required elements unless Petitioner

complies with certain conditions based on factual findings made by the Board during the public hearing on March 3, 2021 and memorialized in the meeting minutes.

BE IT FURTHER RESOLVED that the Board approves with conditions the renewal petition for a charter school by Unity Schools SoCal for the operation of Unity Middle College High School for a period of five years, beginning on July 1, 2021 and expiring June 30, 2026.

BE IT FURTHER RESOLVED that the renewal petition approval is conditioned upon Unity Middle College High School entering into a fully executed Agreement that addresses the factual findings made by the Board during the public hearing on March 3, 2021, and memorialized in the meeting minutes, as well as the operational relationship between the charter school, Board and OCDE no later than the Board's regularly scheduled meeting in June 2021.

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 3rd day of March, 2021, 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
UNITY MIDDLE COLLEGE HIGH SCHOOL**

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

WHEREAS, Education Code section 47607(a)(2) states that a chartering authority may grant one or more subsequent renewals pursuant to Education Code sections 47607 and 47607.2.

WHEREAS, Education Code section 47607(b) requires that renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code section 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the charter school is located.

WHEREAS, in determining whether to grant a charter renewal, a chartering authority shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, a chartering authority shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year.

WHEREAS, following the review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on the charter school's performance pursuant to Education Code section 47607(c) for high performing charter schools, Education Code section 47607.2(b) for middle performing charter schools and Education Code section 47607.2(a) for low performing charter schools.

WHEREAS, a chartering authority may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, a chartering authority shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The renewal shall be denied if a chartering authority finds either the corrective action proposed by the charter school has been

unsuccessful or the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding.

WHEREAS, in determining whether to grant a charter renewal for a charter school eligible for the state's Dashboard Alternative School Status, a chartering authority shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The chartering authority may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings that the closure of the charter school is in the best interest of students.

WHEREAS, on December 2, 2020, the Orange County Board of Education ("Board") received a petition from Unity Schools SoCal, a nonprofit public benefit corporation, for the renewal of Unity Middle College High School.

WHEREAS, on January 6, 2021, the Board held a public hearing on the charter renewal, at which, the Board considered the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents.

WHEREAS, on February 16, 2021, the Board published staff recommendations and findings developed by members of the Orange County Department of Education's Charter School Unit regarding the renewal petition ("Staff Report"), which identified deficiencies in the renewal petition.

WHEREAS, on March 3, 2021, the Board held a public hearing to grant or deny the renewal petition, at which, the petitioners had equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings.

WHEREAS, the Board has considered the level of support for Unity Middle College High School and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

WHEREAS, in reviewing the renewal petition, the Board has been guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.

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, having fully considered and evaluated the Petition for the renewal of Unity Middle College High School, hereby finds granting the renewal of the Petition not to be consistent with the requirements of Education Code section 47605(c), based upon factual findings made by the Board during the Public Hearing on March 3, 2021, and memorialized in the meeting minutes.

BE IT FURTHER RESOLVED that for the reasons given above, the renewal petition is hereby denied.

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 3rd day of March, 2021, 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 3, 2021

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

FROM: Renee Hendrick, Associate Superintendent, Administrative Services

SUBJECT: 2020-2021 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 revisions to the annual budget in excess of \$25,000 as per Education Code Section 1280. These revisions have been included in the Second Interim Report that is certified Positive by the County Superintendent of Schools.

RH:sh

DB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: March 3, 2021

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

FROM: Renee Hendrick, Associate Superintendent, Administrative Services

SUBJECT: Electrical and Water Easement Deed – City of Anaheim

Orange County Board of Education, a California public agency (“Grantor”) hereby grants to the city of Anaheim, a municipal corporation, (“Grantee”) an easement for public utility and telecommunication purposes to construct, reconstruct, install, replace, reconfigure, operate, maintain, repair, relocate, remove, inspect observe, and study Grantee’s facilities, equipment, and related appurtenances in, on, over, under, upon, above, along and across the land in the City of Anaheim, County of Orange, State of California, described in Exhibits “A” and “B” attached hereto and incorporated by reference herein (“Easement Area”), together with all rights of ingress and egress thereto, including the right to enter onto the Easement Area with such vehicles, machinery, and equipment as may be necessary or convenient to the construction, reconstruction, installation, replacement, reconfiguration, operation, maintenance, repair, relocation, removal, inspection, observation, and study of said facilities, equipment and appurtenances.

RECOMMENDATION:

Approve Electrical and Water Easement Deed with the City of Anaheim

RH:sh

Recording Requested by:

City Clerk of the City of Anaheim

WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF ANAHEIM
P.O. BOX 3222
ANAHEIM, CA 92803



EXEMPT-GOVERNMENT AGENCY
(Government Code §§6103 & 27383)

By: _____
City Clerk, City of Anaheim

(Space Above Line For Recorder's Use Only)

EASEMENT DEED

City Deed # _____
APN # 073-083-39
File # _____

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **ORANGE COUNTY BOARD OF EDUCATION, a California public agency ("Grantor") HEREBY GRANTS** to the **CITY OF ANAHEIM**, a municipal corporation ("Grantee") an easement for public utility and telecommunication purposes to construct, reconstruct, install, replace, reconfigure, operate, maintain, repair, relocate, remove, inspect, observe, and study Grantee's facilities, equipment, and related appurtenances in, on, over, under, upon, above, along and across the land in the City of Anaheim, County of Orange, State of California, described in Exhibits "A" and "B" attached hereto and incorporated by reference herein ("Easement Area"), together with all rights of ingress and egress thereto, including the right to enter onto the Easement Area with such vehicles, machinery, and equipment as may be necessary or convenient to the construction, reconstruction, installation, replacement, reconfiguration, operation, maintenance, repair, relocation, removal, inspection, observation, and study of said facilities, equipment, and appurtenances.

Except as otherwise provided herein, Grantee has the right to prevent any activity on or use of the Easement Area that (a) is inconsistent with the purposes of this easement; (b) interferes with or is harmful to Grantee's rights herein; or (c) interferes with or is harmful to Grantee's facilities. Grantor agrees not to use or allow the use of the Easement Area in such a way as to impede, harm, or interfere with (a) the Grantee's rights as defined herein; or (b) Grantee's facilities. Grantee will backfill to grade, pay reasonable costs of removal, repair or restoration, of grass or asphalt only within the Easement Area affected by work performed by Grantee in furtherance of the rights granted herein.

**ORANGE COUNTY BOARD OF EDUCATION, a
California public agency**

By: _____

Printed Name: _____

Its: _____

Dated: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, 20____ before me, _____,
(Insert name of Notary Public & title)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**“EXHIBIT A”
LEGAL DESCRIPTION
ELECTRICAL EASEMENT**

THAT CERTAIN PORTION OF PARCEL 3 OF PARCEL MAP NO. 2012-105, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 375, PAGES 21 THROUGH 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HARBOR BOULEVARD WITH THE CENTERLINE OF CARL KARCHER WAY AS SHOWN ON SAID MAP;

THENCE NORTH 00° 34' 18" EAST 303.99 FEET ALONG SAID CENTERLINE OF HARBOR BOULEVARD TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF PARCEL 2 OF SAID PARCEL MAP;

THENCE SOUTH 89° 25' 42" EAST 306.05 FEET ALONG SAID WESTERLY PROLONGATION AND SOUTHERLY LINE TO THE MOST SOUTHEASTERLY LINE OF SAID PARCEL 2;

THENCE NORTH 8° 12' 53" EAST 30.27 FEET ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHERLY LINE OF PARCEL 3 OF SAID PARCEL MAP, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PARCEL 4 OF SAID MAP;

THENCE NORTH 89° 25' 42" WEST 7.46 FEET ALONG SAID SOUTHERLY LINE OF PARCEL 3 TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89°25'42" WEST 5.00 FEET;

THENCE NORTH 00° 34' 18" EAST 3.61 FEET;

THENCE NORTH 89° 25'42" WEST 4.50 FEET;

THENCE NORTH 00° 34' 18" EAST 23.00 FEET;

THENCE SOUTH 89° 25'42" EAST 14.00 FEET;

THENCE SOUTH 00° 34' 18" WEST 23.00 FEET;

THENCE NORTH 89° 25' 42" WEST 4.50 FEET;

THENCE SOUTH 00°34' 18" WEST 3.61 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 340 SQUARE FEET MORE OR LESS.

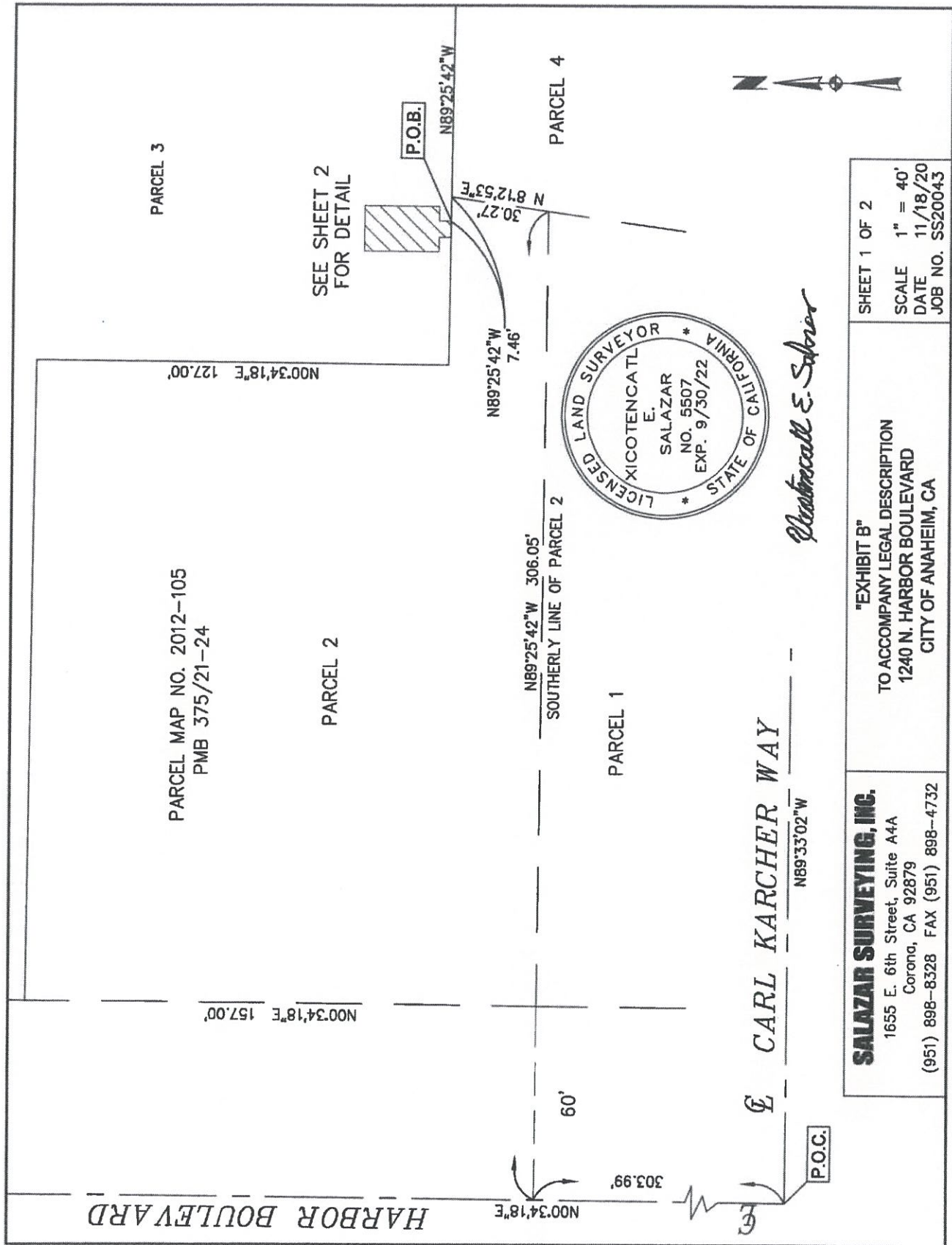
ALL AS MORE PARTICULARLY SHOWN ON "EXHIBIT B" ATTACHED HERETO
AND MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS,
RIGHTS-OF-WAY AND EASEMENTS OF RECORD, IF ANY.

Xicotencatl E. Salazar

XICOTENCATL E. SALAZAR, PLS 5507
DATE: NOVEMBER 18, 2020
LICENSE EXPIRES 9/30/22





SHEET 1 OF 2 SCALE 1" = 40' DATE 11/18/20 JOB NO. SS20043	"EXHIBIT B" TO ACCOMPANY LEGAL DESCRIPTION 1240 N. HARBOR BOULEVARD CITY OF ANAHEIM, CA	SALAZAR SURVEYING, INC. 1655 E. 6th Street, Suite A4A Corona, CA 92879 (951) 898-8328 FAX (951) 898-4732
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Recording Requested by:

City Clerk of the City of Anaheim

WHEN RECORDED MAIL TO:
CITY CLERK
CITY OF ANAHEIM
P.O. BOX 3222
ANAHEIM, CA 92803



EXEMPT-GOVERNMENT AGENCY
(Government Code §§6103 & 27383)

By: _____
City Clerk, City of Anaheim

(Space Above Line For Recorder's Use Only)

EASEMENT DEED

City Deed # _____
APN # 073-083-39
File # _____

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **ORANGE COUNTY BOARD OF EDUCATION, a California public agency ("Grantor") HEREBY GRANTS** to the **CITY OF ANAHEIM**, a municipal corporation ("Grantee") an easement for public utility and telecommunication purposes to construct, reconstruct, install, replace, reconfigure, operate, maintain, repair, relocate, remove, inspect, observe, and study Grantee's facilities, equipment, and related appurtenances in, on, over, under, upon, above, along and across the land in the City of Anaheim, County of Orange, State of California, described in Exhibits "A" and "B" attached hereto and incorporated by reference herein ("Easement Area"), together with all rights of ingress and egress thereto, including the right to enter onto the Easement Area with such vehicles, machinery, and equipment as may be necessary or convenient to the construction, reconstruction, installation, replacement, reconfiguration, operation, maintenance, repair, relocation, removal, inspection, observation, and study of said facilities, equipment, and appurtenances.

Except as otherwise provided herein, Grantee has the right to prevent any activity on or use of the Easement Area that (a) is inconsistent with the purposes of this easement; (b) interferes with or is harmful to Grantee's rights herein; or (c) interferes with or is harmful to Grantee's facilities. Grantor agrees not to use or allow the use of the Easement Area in such a way as to impede, harm, or interfere with (a) the Grantee's rights as defined herein; or (b) Grantee's facilities. Grantee will backfill to grade, pay reasonable costs of removal, repair or restoration, of grass or asphalt only within the Easement Area affected by work performed by Grantee in furtherance of the rights granted herein.

**ORANGE COUNTY BOARD OF EDUCATION, a
California public agency**

By: _____

Printed Name: _____

Its: _____

Dated: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, 20____ before me, _____,
(Insert name of Notary Public & title)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

"EXHIBIT A"
LEGAL DESCRIPTION
WATER EASEMENT

A STRIP OF LAND 20.00 FEET WIDE, BEING A PORTION OF PARCEL 3 OF PARCEL MAP NO. 2012-105, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 375, PAGES 21 THROUGH 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF HARBOR BOULEVARD WITH THE CENTERLINE OF CARL KARCHER WAY AS SHOWN ON SAID MAP;

THENCE NORTH 00° 34' 18 EAST 497.90 FEET ALONG SAID CENTERLINE OF HARBOR BOULEVARD;

THENCE SOUTH 89° 25' 42" EAST 60.00 FEET TO THE EASTERLY LINE OF SAID HARBOR BOULEVARD AND THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 89° 25' 42" EAST 22.00 FEET TO THE END OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO END AT SAID EASTERLY LINE OF HARBOR BOULEVARD

CONTAINING 440 SQUARE FEET MORE OR LESS.

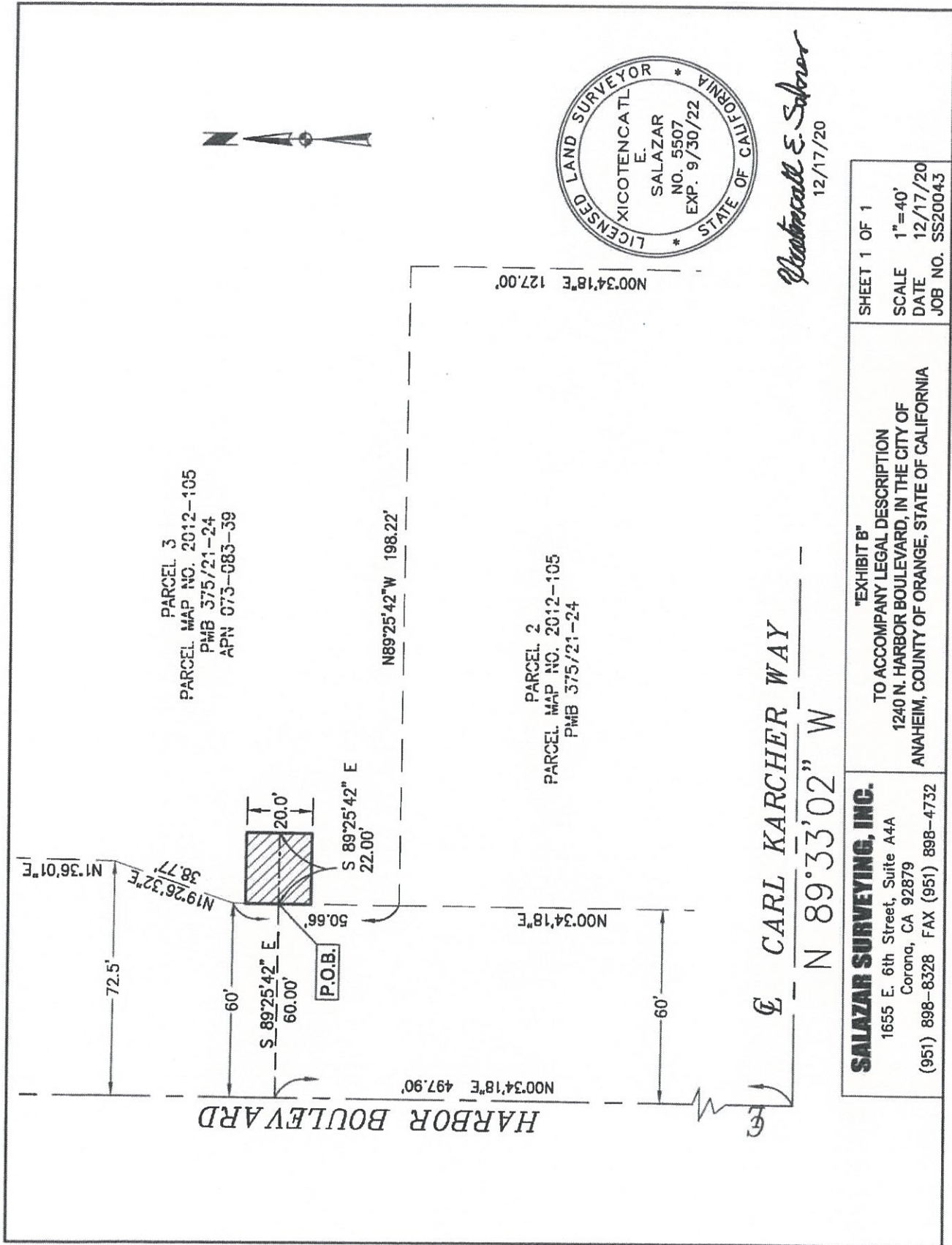
ALL AS MORE PARTICULARLY SHOWN ON "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS, RIGHTS-OF-WAY, EASEMENTS AND OTHER MATTERS OF RECORD, IF ANY.

Xicotencatl E. Salazar
XICOTENCATL E. SALAZAR, PLS 5507
DATE: DECEMBER 17, 2020
LICENSE EXPIRES 9/30/22



1 OF 1



Wentworth E. Salazar
 12/17/20

SHEET 1 OF 1 SCALE 1"=40' DATE 12/17/20 JOB NO. SS20043	"EXHIBIT B" TO ACCOMPANY LEGAL DESCRIPTION 1240 N. HARBOR BOULEVARD, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA	SALAZAR SURVEYING, INC. 1655 E. 6th Street, Suite A4A Corana, CA 92879 (951) 898-8328 FAX (951) 898-4732
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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: February 26, 2021
TO: Nina Boyd, Associate Superintendent
FROM: Ken L. Williams
SUBJECT: Legal services and counsel of Greg Rolen, Haight Brown and Bonesteel

RECOMMENDATION:

Approve new legal contract per state Education Code 1042 for the retention of the legal services and counsel of Greg Rolen, Haight Brown and Bonesteel.

Gregory J. Rolen
direct: (415) 281-7654
grolen@hbblaw.com

Haight Brown & Bonesteel LLP
Three Embarcadero Center
Suite 200
San Francisco, California 94111
415.546.7500
415.546.7505 fax
www.hbblaw.com

February 26, 2021

PRIVILEGED & CONFIDENTIAL

**HAIGHT ATTORNEY-CLIENT
RETAINER AGREEMENT**

Orange County Board of Education
Attn: Dr. Ken Williams, Board President
15785 Laguna Canyon Road, Suite 390
Irvine, CA 92618

Re: Orange County Board of Education

Dear Dr. Williams:

This letter follows our recent communications and will when signed by you confirm your engagement of Haight Brown & Bonesteel LLP (“Haight” or “the Firm”) to represent the interests of Orange County Board of Education (“Client”) in connection with the above-referenced matter. This Attorney-Client Retainer Agreement (“Agreement”) sets forth the terms and conditions of our engagement in compliance with the requirements of the California *Business and Professions Code* (including Section 6148 thereof) and the California *Rules of Professional Conduct*.

We have examined our conflicts database based on the information provided to us and are not aware of any conflicts at this time. If additional parties adverse to your interests are added to this matter, or as expert witnesses are identified, we will update our conflicts check and advise you of any issues.

We have always sought to communicate about fees and billing practices at the outset of any matter; indeed, California requires written fee agreements in most cases. We ask that you carefully read this letter. If you have any questions, concerns or comments, please feel free to discuss those with us. We encourage you to discuss these

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matters with our attorneys at the inception of the matter, and to continue to do so should you have questions as the matter proceeds.

The scope of the representation that you have asked us to undertake is as follows:

Provide General Counsel to the Orange County Board of Education (“Board”). Such retention and services include, but are not limited to, legal advice on Board governance and budgetary issues, the Brown Act, Charter schools and applications, existing litigation (including, but not limited to, Orange County Superior Court Case No. 30-2019-01112665, pending or possible litigation (including, but not limited to, litigation related to the Establishment Clause), inter-district transfer appeals, expulsion appeals, Public Records Act requests, Board Policies and redistricting.

General Counsel services also include acting as a liaison between the Board and litigation counsel as well as responding to inquiries and directives from the Board, the Board Executive Committee, and individual Board members as appropriate. Board General Counsel service shall also include acting as a liaison between the Board and counsel for the Orange County Superintendent of Schools (“Superintendent”) Furthermore, the retention entails attending open and closed sessions of Board meetings and attendance in any context where the Board may desire legal representation.

The scope of our representation may be expanded from the services described above only if agreed upon in writing by both of us.

The undersigned will be the principal attorney supervising this matter and is also responsible for billings. Any billing-related inquiries can be directed to the undersigned’s attention, or you may contact our Director of Finance, David Bacon, in the Firm’s Los Angeles office. It is our practice to assign the lowest billing rate professional who is sufficiently experienced and well capable of handling a particular matter. However, we reserve the right to make assignments which, in our reasonable judgment, are necessary and desirable irrespective of the billing rate(s) of such person(s).

The following standard terms and conditions of our engagement shall apply to this matter:

Execution of Retainer Agreement. If this Agreement was executed on behalf of a corporate or partnership entity, the representative(s) of such corporate or partnership entity represent(s) that he/she/they is/are a duly appointed officer, partner, shareholder, or manager of such corporation or partnership, that the corporation or partnership is active and in good standing and that he/she/they possess actual authority to enter into this Agreement on behalf of such corporate or partnership entity. If more than one person executed this Agreement as Client, then each of them waives any conflict of interest that may exist or might hereafter arise between them in their representation by Haight, except this waiver shall not apply after written notice from one of them objecting to continued representation, or from us notifying you that a conflict has arisen which would preclude such joint representation.

Fees. Haight will bill Client on a monthly basis (unless otherwise agreed to in writing). Each invoice will provide a detailed accounting of services rendered during the immediately preceding month. Descriptions of such services may therefore be subject to the attorney-client privilege and we recommend therefore that our invoices be treated as privileged communications and safeguarded appropriately. With respect to legal services, Client will be billed on an hourly basis (unless otherwise agreed to in writing) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney(s), paralegal(s) or professional(s) rendering the services. Please note that our regular hourly rates are typically adjusted every twelve (12) to twenty four (24) months. We will notify you at least thirty (30) days in advance of any such adjustment before any legal services at the adjusted rates are provided. For purposes of this matter, our present rates are as follows:

Partners:	\$355.00 / hour
Of Counsel:	\$325.00 / hour
Senior Counsel:	\$300.00 / hour
Associates:	\$275.00 / hour
Paralegals:	\$155.00 / hour

Reimbursable Costs. Our invoices will also reflect reimbursable costs incurred on your behalf in the referenced matter at the amount(s) actually charged or incurred, including costs associated with travel, lodging, copying, scanning, printing; telephone calls; courier/overnight services; postage; third-party conference calls and third-party services such as: transcript, filing, and recordation fees; and other case-related

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disbursements such as charges by expert witnesses, consultants and investigators. Costs will be paid upon approval of Client. While many expenses are generally paid by the Firm and charged to Client, it is our practice to forward invoices for significant disbursements greater than Five Hundred Dollars (\$500.00) to Client for direct payment to the vendor. In addition, if it becomes apparent that substantial costs are to be advanced in connection with this matter, it is the Firm's practice to obtain a "cost retainer" from Client for payment of such expenses. Client hereby authorizes us, consistent with any applicable written litigation guidelines or procedures applicable to this matter with which Haight has agreed to comply, in our discretion and without the need for prior consultation or approval, to incur on Client's behalf filing fees, attorney service fees, registration fees, recording fees, copying costs, travel costs and other costs incurred in representing Client's interests in this matter. The Firm also utilizes litigation management and trial presentation software to more efficiently and effectively deliver high quality legal services to clients, including *Logikull* and *Relativity*; depending upon storage volume and/or usage, there will be direct, out-of-pocket costs incurred in the use of such programs which Client hereby authorizes the Firm to incur and to itemize on its billing statements. Client also authorizes the Firm to instruct court reporters and other vendors to bill Client directly for services incurred, consistent with the foregoing.

Retainer. It is the Firm's policy to require an initial retainer before commencing legal services for a new client, or where circumstances warrant a retainer for existing clients. Accordingly, the amount of the initial retainer for this matter is \$5,000.00. The retainer to be paid by you constitutes fees paid in advance to us as compensation for the legal services to be performed. You hereby authorize us to charge our fees and costs against this retainer as earned. When the retainer is exhausted, you agree that you will replenish the retainer within fifteen (15) days of our written request that you do so. The retainer should be sent to Haight Brown & Bonesteel, Attn: Accounting Department, 555 South Flower Street, Forty-Fifth Floor, Los Angeles, CA 90071. It is against our policy to prepare for or to begin trial for a client without a paid-up account and, as appropriate and upon written request to you, an additional retainer payment. We will generally address such issues with you not less than one hundred twenty (120) days prior to the trial date. Upon the conclusion of our representation of you, we shall refund any remaining unearned portion of a retainer.

Payment. Our invoices will be issued monthly and are due and payable immediately; as set forth above, as applicable, invoices shall first be charged against an existing retainer balance. If there is no retainer or such balance is insufficient to pay the

Dr. Ken Williams
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Page 5

subject invoice in full, Client agrees to pay the balance due and, as appropriate, to replenish the retainer within fifteen (15) days. The full and prompt payment of our invoices is vital to our ability to efficiently provide legal services to all clients. Failure to timely pay our bills may affect our ability to represent you adequately and could result in our withdrawal as legal counsel. We reserve the right to discontinue services if our bills are not paid in a timely manner, and to seek payment for all past services rendered and costs advanced.

Conflicts of Interest. Haight observes the professional and ethical requirements of the Rules of Professional Conduct as promulgated by the State Bar of California, including its rules as to avoiding the representation of adverse interests among clients and protecting the confidentiality of attorney-client communications. Please be advised that the Firm invests time, energy, and commitment in certain long term client relationships of our choosing, in which clients may rely upon the availability of our representation. Accordingly, it is understood and agreed, and you hereby consent, that our attorney-client relationship with you and the matters in which we represent you or any related persons' and entities' interests will not, in themselves, serve as a basis for our disqualification from representation of other clients or parties in any legal proceedings, cases, controversies, or matters, except if and to the extent absolutely non-waivably required by the Rules of Professional Conduct. In the event of a conflict, we may withdraw from representing you or another client in our discretion in order to address conflict issues.

Our engagement by you is also understood as entailing your consent to our representation of our other present or future clients in "transactions," including litigation and business or counseling matters, in which we have not been engaged to represent you or in which you have other counsel, and in which one of our other clients would be adverse to you in matters unrelated to those that we are handling for you. Given the nature of our relationship with certain long term clients, there is a need for our Firm to preserve its ability to represent existing clients on matters which may arise in the future including matters which may be adverse to you, provided that we would only undertake such adverse representation of others under circumstances in which we do not possess confidential information of yours relating to the subject transaction, and we would staff such a project with one or more attorneys who are not engaged in your representation. In such circumstances, the attorneys in the two matters would be subject to an ethical wall, screening them from communicating with each other regarding their respective engagements and preventing them from accessing case or client files, records, or communications of the other's matter. We understand that you consent to our present

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Page 6

and future representation of you and our other clients under those circumstances, provided that in the future you may choose to terminate the Firm's representation of you, but not our representation of other clients.

Attorney-Client Communications. This will confirm that your attorney-client communications and any confidential client information you provide to us will be protected by us at all times from disclosure by us, except as may be in your interest and under your direction, or as may be required by law.

Insurance. To the extent Client has liability insurance coverage applicable to the subject matter of this retention, Haight shall, consistent with the terms and conditions of such insurance coverage, including applicable deductible or retention provisions, seek to obtain payment for its legal fees and costs directly from such insurer(s) as have agreed to participate in Client's defense once any such deductible or retention has been satisfied, typically by Client's payment of Haight's legal fees and costs until exhaustion of such deductible or retention. Some insurance companies may impose restrictions on the type, amount of or hourly rate for legal services which they will pay and may further refuse reimbursement for various cost items. In addition, some insurance companies may unilaterally impose other restrictions which are different from the terms of this Agreement. While Haight will, of course, work cooperatively with any insurance company defending Client, and make every effort to minimize the expense not absorbed by Client's insurance company, Haight's agreement is with Client, and Client nevertheless understands and agrees that it shall remain liable to Haight for all legal fees and costs which are not paid by such insurer(s) or which are within the applicable deductible(s) or retention(s) of, or are otherwise not covered by, such insurance policy(ies).

Term of Engagement. Either of us may terminate this engagement by fifteen (15) days' prior written notice to the other, for any reason, by written notice to that effect, subject on our part to applicable Rules of Professional Conduct. If permission for withdrawal is required by a court, Haight will promptly apply for such permission, in accordance with local court rules, and Client agrees to cooperate in such process and to engage successor counsel. Unless previously terminated, or otherwise agreed in writing, our representation of Client for purposes of the referenced matter will terminate upon our sending the final statement for services rendered in this matter or, if there are no outstanding fees due (and thus no need for a final statement for services), a written communication to Client confirming the termination of our representation.

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Information/Client Responsibilities. We will keep Client informed of the status of the referenced matter and will send copies of correspondence, pleadings and/or other relevant documents which we initiate, and copies of correspondence, pleadings and/or other relevant documents we receive from others. Client agrees to cooperate fully with the Firm and to provide promptly all information known or available which is relevant to the Firm's representation of Client's interests, including furnishing all documents requested by us.

Disposition of Records. Haight is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Client agrees that Haight may destroy matter files or records thirty (30) days after providing notice of its intention to destroy them (unless Client requests delivery of those materials within thirty (30) days of such notification), or without prior notice after five (5) years from the date the matter has been completed, whichever is earlier.

Responses to Audit Letters. If Client engages certified public accountants to audit Client's financial statements, it is likely the accountant or accounting firm will request, during the audit, that Haight provide a written description of all pending or threatened claims or lawsuits to which Haight has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant or accounting firm which Client is requested to send to Haight. Minimum fees for responses to such audit letters will be billed at \$500. However, if more than two hours of time is necessary to prepare such a response, we will charge our regularly hourly rates for time actually incurred.

No Representations as to Outcome. Litigation and business disputes are, by their very nature, unpredictable. It is impossible to warrant a successful result or represent that a particular result can be obtained within a specified time frame. Haight makes no representations or warranties concerning the successful prosecution or defense of this matter, or the favorable outcome of any legal action that may be filed, and does not guarantee that Haight will obtain compensation for or reimbursement to Client of any of Client's costs, expenses or other claimed damages resulting from the matters out of which the referenced matter arises. All statements of Haight on these matters are statements of opinion only.

Experts, Consultants and Investigators. In its discretion, and with Client's prior approval, Haight may retain experts, consultants and/or investigators to report to Haight as to the facts of this matter, to testify, if necessary, at trial, or both. Client authorizes

Dr. Ken Williams
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Haight to execute retainer or engagement agreements on its behalf with such experts, consultants or investigators. The experts, consultants or investigators will report exclusively to Haight. Said experts, consultants or investigators shall be deemed employed by Client, not by Haight. However, such experts, consultants and/or investigators may present bills for their services to Haight, who may either (a) forward such bills to Client for direct payment if they exceed the sum of \$500, or (b) pay such bills, in which event the amount paid shall be considered a cost advanced by Haight to be reimbursed by Client. Haight will consult, in advance, with Client before retaining such experts, consultants or investigators, or incurring significant expenses associated therewith.

External Electronic Communication and Data Storage Authorization. The Firm may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communication (via the internet or other network) and/or may store such information utilizing “cloud-based” storage media (all collectively “EC”). Client understands that EC is not an absolutely secure method of communication and/or data storage. Client’s execution of this Agreement will serve to acknowledge and accept the risk and authorize the Firm to use EC means to communicate with Client or others necessary to effectively and efficiently represent Client. If there are certain documents or information with respect to which Client wishes to maintain absolute confidentiality, Client must advise the Firm in writing not to transmit or store such documents or information via EC and the Firm will thereafter comply with Client’s request.

Retention of Records by Client. The files and records of Client pertaining to the underlying matter may be important evidence. These records include essentially all records Client produced or received, whether paper or electronic. A record may be as obvious as a memorandum, an e-mail, an invoice or a contract, or something not as obvious, such as a computerized desk calendar, an appointment book or an expense record. Various laws, some specific to your business or particular activity, may require you to maintain certain types of records, usually for a specified period of time. Regardless of the application of other laws, however, if this matter reaches litigation the discovery laws require you to retain potentially relevant records, including electronic data. Failure to retain those records and data could subject you to sanctions and fines, cause the loss of rights, obstruct justice, place you in contempt of court, and/or seriously disadvantage you in the litigation. Accordingly, we request that if you have not already done so, you immediately secure and retain all materials, whether paper or in electronic

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or other form, that may be relevant to this engagement. Please contact me directly with any questions you or your colleagues or staff may have about any document or electronic data issues.

Post-Engagement Matters. Client has engaged the Firm to provide legal services in connection with the specific matter identified above. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on Client's future rights and liabilities. Unless Client engages the Firm, in a writing signed by both parties, to provide additional advice on issues arising from the matter, Haight has no continuing obligation to advise you with respect to future developments.

Haight's General Counsel. Circumstances arising during the subject engagement may cause Haight to seek legal advice about its own rights and responsibilities regarding its engagement by Client pursuant to this Agreement, and in connection with its provision of legal services for Client in the most effective and efficient manner. Haight may seek such advice from one or more Haight attorneys who are designated as General Counsel or Associate General Counsel; such attorneys do not work for Client and will not be performing any services for Client or on Client's behalf, nor will the time of any such attorneys be charged to Client. Alternatively, Haight may seek such advice from outside attorneys, at its own expense. Client agrees that any such communications and advice are protected by Haight's attorney-client privilege with its own counsel and that neither the fact of any such communications nor their substance will be subject to disclosure to Client. To the extent Haight is, through any such communications, addressing its own rights and responsibilities, a conflict of interest might be deemed to exist between Haight and Client, particularly if a dispute should later arise between them arising out of the subject representation. Client hereby consents to such consultation(s) occurring and waives any claim of a conflict of interest based on such consultation(s) or resulting communications that might otherwise disqualify Haight from providing legal services for Client or prevent it from acting on its own behalf, even if such consultations and communications with Haight's counsel might be deemed adverse to Client's interests. Because a waiver of a potential conflict of interest may affect Client's rights, Client is encouraged to seek the advice of an independent lawyer of Client's choice before agreeing to such a waiver. By executing this Agreement, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and that, whether or not Client elected to consult with such an independent lawyer, Client agrees to the waiver of such potential conflict of interest as specified above.

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Arbitration of Fee Disputes. Client and Haight agree that if any dispute arises with respect to Client's liability for fees and costs incurred, said parties agree first to try in good faith to settle the dispute themselves, or by mediation under the auspices of the bar association in the County where the Haight office responsible for the majority of services provided in the referenced matter is located, before resorting to arbitration. Client has the right under California law to require a non-binding fee arbitration in the event a dispute over our fees arises; Client may also elect binding arbitration. Client's agreement to arbitrate disputes regarding Client's liability for fees and costs is not a condition of Haight agreeing to represent Client, and if Client does not wish to agree to arbitrate such disputes, Client should immediately advise us before counter-signing this Agreement. Following the mediation procedure referenced above, any remaining, unresolved controversy pertaining to legal fees and costs incurred by Haight shall be submitted to arbitration under the auspices of the bar association in the County where the Haight office responsible for the majority of services provided in the referenced matter is located in accordance with that bar association's applicable rules, and Client agrees to participate in and to cooperate with such submission. Because of the material savings in time and expense afforded by such arbitration procedures, Haight will request binding arbitration of any such dispute. If Client also agrees to binding arbitration at or prior to the fee arbitration hearing, Judgment upon an award rendered by the arbitrator(s) may be entered in any Court having jurisdiction pursuant to such rules. Under such circumstances, Haight and Client agree to be bound by the award of the arbitrator(s), and that any such award shall be enforceable in accordance with the provisions of the *California Code of Civil Procedure* and the *California Business and Professions Code*. California substantive law, including any applicable limitations periods, shall apply to any dispute regarding fees and costs between Haight and Client. In any litigation or arbitration with respect to Client's liability for fees and costs incurred and arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs and, as applicable, interest at the legal rate from the relevant (unpaid) invoice date(s). Client acknowledges that Client can retain a law firm or attorney who does not require an arbitration provision. Because an agreement to binding arbitration and the resultant waiver of a right to a jury trial may affect Client's rights, Client also acknowledges that Client has had the opportunity to fully and freely discuss with a representative of the Firm the arbitration process and its consequences. Client is also encouraged to seek the advice of an independent lawyer of Client's choice before agreeing to such a waiver and to binding arbitration. By executing this Agreement, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and that, whether or not Client elected to consult with such an


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February 26, 2021
Page 11

independent lawyer, Client agrees to the waiver of jury and to participate in arbitration as to fee disputes as set forth above. These provisions shall not apply to any other claim or dispute concerning Haight's performance of legal services for Client.

Entire Agreement. This Agreement represents our entire agreement, which is effective on the date you counter-sign this Agreement. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. This original Agreement has been executed on behalf of the Firm. You should sign and retain it for your file, and sign and return a copy to Haight with the retainer fee. By counter-signing in the space provided below and returning to Haight a copy of this Agreement (with the applicable retainer, if any), Client's representative confirms that she or he has read, understands and agrees to the terms of this Agreement and that she or he is authorized to execute this Agreement on Client's behalf to confirm the engagement of Haight Brown & Bonesteel LLP to represent Client in connection with the referenced matter, subject to the terms and conditions set forth above.

We welcome you as a valued Haight client and look forward to working closely with you and your colleagues towards a successful conclusion of this matter.

Very truly yours,



Gregory J. Kolen
Haight Brown & Bonesteel LLP

Agreed and accepted.

Dated: _____

Dr. Ken Williams
Board President
Client's Authorized Representative