

## MODIFIED MEETING ON-LINE PROCEDURES FOR April 7, 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://youtu.be/MIa6FJjMwvs>

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 board 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](mailto: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 April 7, 2021 meeting. Please read the following instructions and general information:

1. Submit a speaker card attached with your communication to [ocbe@ocde.us](mailto:ocbe@ocde.us). Comments received by 4 p.m., April 6, 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

April 7, 2021

3:00 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://youtu.be/Mla6FJJMwvs>*

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 April 7, 2021 – adoption

INVOCATION

Jack Grogger  
Lead Pastor, Sanctify Church Orange  
Chaplain to the Anaheim Angels and Ducks

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

TIME CERTAIN

- 3:00 p.m. 1. Budget Study Session- Renee Hendrick, Associate Superintendent, Administrative Services will conduct the budget study session.

CLOSED SESSION 1

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

CLOSED SESSION 2

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

TIME CERTAIN

- 5:00 p.m. 2. Inter-district Appeal Hearing (closed) – 04072021001I – Brea-Olinda Unified School District to Placentia-Yorba Linda Unified School District

## PUBLIC COMMENTS

## INFORMATION ITEMS

### COMMUNICATION/INFORMATION/DISCUSSION

- Rancho Sonado
- Boardroom Security
- Ethnic Studies
- Board Webpage
- FCMAT Update (Williams)

### BOARD DISCUSSIONS

- Grants and Contract Practices (Williams)

### ANNOUNCEMENTS

- Superintendent
- Associate Superintendent

## (\*)MINUTES

- Special Meeting of February 16, 2021 – approval
- Special Meeting of February 22, 2021 – approval
- Regular Meeting of February 3, 2021 – approval

## CONSENT CALENDAR

- (\*) 3. Approve the granting of diplomas to the students listed from Alternative, Community, and Correctional Education Schools and Services, Alternative Education Division.
- (\*) 4. Adopt the annual updated Orange County Department of Education Investment Policy.

## CHARTER SCHOOLS

- 5. Charter submissions
- (\*) 6. Charter School Public Hearing – Excellence Performance Innovation Citizenship (EPIC) Charter School renewal – Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.
  - Discussion Format:
    - EPIC
    - Public Comments (30 minutes)
    - Board Questions
- (\*) 7. Board Action – Excellence Performance Innovation Citizenship (EPIC) Charter School Renewal

## TIME CERTAIN

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

## STAFF RECOMMENDATIONS

- (\*) 10. Receive Eide Bailly audit report for the Orange County Department of Education for fiscal year ending June 30, 2020.

## BOARD RECOMMENDATIONS

- (\*) 11. Approve a new contract with the Law Offices of Margaret A. Chidester & Associates.

## INFORMATION ITEMS (continue)

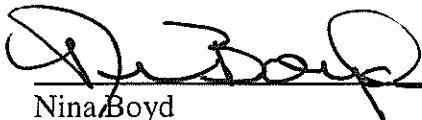
- Legislative Updates
- CSBA Update
- CCBE Update
- NSBA Update
- Capitol News Update
- School Services Update

## BOARD MEMBER COMMENTS

## COMMITTEE REPORT

PUBLIC COMMENTS (15 minutes)

## ADJOURNMENT



Nina Boyd  
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, May 5, 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  
Special Meeting  
February 16, 2021

JB

ORANGE COUNTY BOARD OF EDUCATION  
MINUTES

WELCOME

CALL TO ORDER

The Special Meeting of the Orange County Board of Education was called to order by Board President Williams at 2:35 p.m., February 16, 2021 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

INVOCATION

Greg Rolen, Special Counsel

PLEDGE

Lisa Sparks, Ph.D., Trustee Area 5

ROLL CALL

Present:

Lisa Sparks, Ph.D.  
Tim Shaw  
Mari Barke  
Ken L. Williams, D.O.

Absent:

Rebecca "Beckie" Gomez

INTRODUCTIONS

None

(\*)AGENDA

Motion by Barke, seconded by Sparks, and carried by a vote of 4-0 (Gomez Absent) to approve the agenda of the Special meeting of February 16, 2021.

(\*)MINUTES

None

PUBLIC COMMENTS

None

The Board took a recess to go into closed session from 2:37 p.m. to 4:00 p.m.

Trustee Gomez joined the closed session from 2:46 p.m. to 3:42 p.m. via Zoom.

Trustee Shaw and Board President Williams returned from closed session and joined the board meeting via zoom.

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)

Report Out

Mr. Brenner reported three actions were taken in closed session.

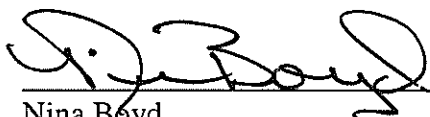
1. The Board approved Haight, Brown & Bonesteel invoices dated October 7, 2020; November 9, 2020; December 3, 2020; January 15, 2021; and February 9, 2021 by a vote of 4-0-1 (Williams, Barke, Shaw, and Sparks voted Yes; Gomez Abstained).
2. After full discussion, the Board approved the settlement regarding the General Counsel litigation by a vote of 5-0. The terms are in the written settlement prepared by board counsel that will be provided to the Superintendent's counsel.
3. The Board approved the Executive Committee to consummate the settlement with the Superintendent by a vote of 5-0.

PUBLIC COMMENTS

None

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of February 16, 2021 adjourned at 4:05 p.m.



Nina Boyd  
Assistant Secretary, Board of Education

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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.





MINUTES  
Special Meeting  
February 22, 2021

ORANGE COUNTY BOARD OF EDUCATION  
MINUTES

WELCOME

CALL TO ORDER

The Special Meeting of the Orange County Board of Education was called to order by Board President Williams at 3:05 p.m., February 22, 2021 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

INVOCATION

PLEDGE

Lisa Sparks, Ph.D., Trustee Area 5

ROLL CALL

Present:

Lisa Sparks, Ph.D. (in-person)  
Tim Shaw (via Zoom)  
Rebecca "Beckie" Gomez (via Zoom)  
Mari Barke (in-person)  
Ken L. Williams, D.O. (in-person)

INTRODUCTIONS

None

(\*)AGENDA

Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve the agenda of the Special meeting of February 22, 2021.

(\*)MINUTES

None

PUBLIC COMMENTS

None

The Board took a recess to go into closed session from 3:07 p.m. to 8:48 p.m.

Trustee Gomez left the closed session at 3:43 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)

Report Out

Mr. Brenner reported the Board approved the terms of settlement of the General Counsel litigation by a vote of 4-0 (Williams, Barke, Sparks, and Shaw voted Yes; Gomez Absent).

PUBLIC COMMENTS

None

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of February 22, 2021 adjourned at 8:49 p.m.



Nina Boyd  
Assistant Secretary, Board of Education

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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.

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MINUTES  
Regular Meeting  
March 3, 2021

CJB

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 5:05 p.m., March 3, 2021 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

ROLL CALL

Present:

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

(\*)AGENDA

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

PLEDGE

Mari Barke, Board Vice President

INTRODUCTIONS

None

PUBLIC COMMENTS

- Lorrie Kaylor, Ethnic Studies
- Michelle, Ethnic Studies
- Mrs. G, Ethnic Studies
- Michael Scott, Irvine International Academy
- David, Ethnic Studies

INVOCATION

Pastor Christina Williams, Harbor Light Church, Costa Mesa

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

- Vaccination process

Associate Superintendent

- Next board meeting is April 7<sup>th</sup>, 5:00 p.m.; Budget Study session starting at 4:00 p.m.; submission deadline is March 24<sup>th</sup>
- Invocation schedule
- Form 700 due April 1<sup>st</sup>

## MINUTES

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

## BOARD DISCUSSIONS

- Trustee Shaw & Trustee Williams- Board webpage committee update
- Trustee Barke- Peterson Elementary reading

## CONSENT CALENDAR

Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve Consent Calendar items #1, #2, #3, #4, #5, #6, and #7.

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 Schools Submissions- None

9. Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve the Orange County Workforce Innovation High School Agreement.
10. Charter School Public Hearing - Suncoast Preparatory Academy Renewal – Aracely Chastain, Director, Charter Schools, facilitated the public hearing.
  - Shawna MacDonald, Suncoast Prep Academy
11. Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve Option II for Suncoast Preparatory Academy Renewal.
12. Charter School Public Hearing – Unity Middle College High School Renewal – Aracely Chastain, Director, Charter Schools, facilitated the public hearing.
  - Erin Craig, Unity
  - Roy Kim, Unity
13. Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to approve Option I for Unity Middle College High School Renewal.

#### STAFF RECOMMENDATIONS

14. Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to approve the 2020-2021 Second Interim Report, which has been certified as positive by the County Superintendent of Schools.
15. Motion by Barke, seconded by Gomez, and carried by a vote of 5-0 to approve Electrical and Water Easements for Harbor Learning Center North.

#### BOARD RECOMMENDATIONS

16. Motion by Williams, seconded by Barke, and carried by a vote of 4-1 (Williams, Barke, Sparks, and Shaw voted Yes; Gomez voted No) to 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.

#### PUBLIC COMMENTS

- Michelle, Ethnic Studies
- Saga Conroy, Ethnic Studies

The Board recessed to go into closed session from 7:45 p.m. to 9:35 p.m.

CLOSED SESSION 1

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

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

CLOSED SESSION 2

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

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

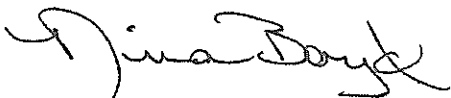
Report Out

Mr. Brenner reported, for Closed Session 1 and 2, the Board received an update from counsel. The Board approved the January 15, 2021 and February 11, 2021 invoices for Haight, Brown, and Bonesteel by a vote of 4-1 (Shaw, Sparks, Barke, and Williams voted Yes; Gomez Abstained). The Board also approved Epstein, Becker, and Green invoices dated February 28, 2021 on the General Counsel and Budget litigations by a vote of 4-0 (Shaw, Sparks, Barke, and Williams voted Yes; Gomez Abstained).

The Board approved a statement regarding the General Counsel settlement to be posted on the Board's webpage and resolved to have an abridged version to be read into the record.

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of March 3, 2021 adjourned at 9:55 p.m.



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Nina Boyd  
Assistant Secretary, Board of Education

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

Next Regular Board Meeting, Wednesday, April 7, 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.

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April 7, 2021

[X] Mailed [ ] Distributed at meeting



**ORANGE COUNTY BOARD OF EDUCATION**

**BOARD AGENDA ITEM**

DATE: March 24, 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.

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**RECOMMENDATION:**

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

LS:sl

Page 13-14 removed (CONFIDENTIAL STUDENT INFORMATION)



April 7, 2021

[X] Mailed [ ] Distributed at meeting

9)B

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: May 5, 2021  
TO: Nina Boyd, Associate Superintendent  
FROM: Dean West, CPA, Associate Superintendent, Business Services  
SUBJECT: Orange County Department of Education Investment Policy

In accordance with Government Code Section 53646, government agencies may annually render an investment policy to be considered at a public meeting. This policy is for the investment of funds held by the Orange County Department of Education (the "Department") and also governs the issuance of debt by the Department. The policy is based upon federal, state, and local laws, and prudent money management practices. The only changes from the previous policy are the date of the Board meeting on the cover, the Local Agency Investment Fund (LAIF) limit in Section IV, and the date in Section VIII. The primary goals of this policy are:

- To assure compliance with all federal, state, and local laws governing the investment of monies and the issuance of debt;
- To protect the principal deposits of the Department; and
- To generate investment income within the parameters of this policy.

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RECOMMENDATION:

Adopt the annual updated Orange County Department of Education Investment Policy.

DW: ts

**ORANGE COUNTY**

**DEPARTMENT OF EDUCATION**

**INVESTMENT POLICY**

**MAY 5, 2021**

# ORANGE COUNTY DEPARTMENT OF EDUCATION

## INVESTMENT POLICY

### I. PURPOSE:

To establish a policy for investment of funds held by the Orange County Department of Education (the “Department”). The policy also governs the issuance of debt by the Department. This policy is based upon federal, state, and local laws, and prudent money management practices. To the extent that this policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this policy are:

- To assure compliance with all federal, state and local laws governing the investment of monies and the issuance of debt;
- To protect the principal deposits of the Department; and
- To generate investment income within the parameters of this policy.

### II. POLICY:

The Department’s primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the Department. The investment factors the Department shall consider, in order of descending importance, are the following:

- Safety of invested funds;
- Sufficient liquidity to meet future cash flow requirements; and
- Attain maximum yield consistent with the aforementioned requirements.

In addition, the Department shall adopt measures as set forth herein to ensure that the issuance of debt by the Department complies with all applicable state and federal laws, including federal and state securities laws.

The County Superintendent of Schools (“County Superintendent”), or his designee, under the direction of the Board of Education, shall have the responsibility for all decisions and activities performed under the Department’s investment policy. The County Superintendent shall have the ability to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio and to implement this investment policy.

### **III. LEGAL CONSTRAINTS:**

Pursuant to California Education Code Section 41001, the Department shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper fund of the Department, except as otherwise provided herein. Pursuant to California Education Section 41015, the Department may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for the immediate necessities of the Department in any of the investments specified in California Government Code Sections 16430 or 53601. Special Reserve Funds are defined as those funds which the Board of Education has designated for capital outlay or other purposes where an accumulation over a period of fiscal years is desired.

### **IV. AUTHORIZED INVESTMENTS:**

The Department shall make investments in the context of the “Prudent Investor Rule” (Probate Code Section 16045 et seq.), which in substance states that:

Investment shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The Department shall deposit all funds received or corrected from any source into the Orange County Treasury, except as provided for through the California Education Code. Those funds maintained in a Special Reserve Fund or any surplus funds not required for the immediate necessities of the Department shall be available for investment (“funds available for investment”) under the conditions set forth in the policy.

1. The Orange County Investment Pool(s) established by the Orange County Treasurer for the benefit of local agencies and/or schools. The Department may invest up to one-hundred percent (100%) of its funds available for investment in the Orange County Investment Pool(s).
2. The Local Agency Investment Fund (LAIF) established by the California State Treasurer for the benefit of local agencies. The Department may invest up to the current LAIF limit of seventy-five million dollars (\$75,000,000) of its funds available for investment in the Local Agency Investment Fund.

3. To the extent that the Department directs the investment of its funds to specific securities, those securities shall be limited to the securities identified in California Government Code Section 53601. However, the Department will not, under any circumstances, direct the investment of its funds to reverse repurchase agreements unless such transactions are matched to maturity.

Monies received from the sources, or for the purposes, listed below may be deposited in a bank or other financial institution. Monies so deposited shall be in a fully-insured or collateralized account(s) or instrument(s). Bank accounts maintained outside the County Treasury shall be limited to the following purposes:

- (a) Cash Clearing Account  
Purpose: To deposit accounts receivable checks then write check to County Superintendent once checks have cleared.
- (b) Revolving Cash  
Purpose: Emergency transactions and accounts payable.
- (c) Payroll Revolving Cash  
Purpose: Emergency transactions for payroll.
- (d) County Superintendent of Schools – Golden West Adult Transition Program  
Purpose: This account was created to help with a special education program that is funded from the Medi-Cal Health Collaborative.
- (e) TRANS Proceeds  
Purpose: In the event that Tax Revenue Anticipation Notes (TRANS) are issued, the proceeds would be deposited into this account.

**V. COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS:**

The Department will take reasonable steps to ensure that any debt offerings issued by the Department comply fully with all applicable state and federal securities laws. In connection with all debt offerings issued by the Department, the Department will retain bond counsel and disclosure counsel to review the offering materials prepared in connections with the debt offering to ensure that disclosures contained in offering materials comply with federal and state securities laws. The Associate Superintendent for Business shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials.

**VI. DEPOSIT OF PROCEEDS FROM THE ISSUANCE OF DEBT:**

The Department shall not issue debt, for the sole purpose of generating funds for investment. The Department shall limit the issuance of debt for the purposes of meeting short-term cash flow needs to fund capital projects.

When depositing proceeds from the issuance of debt into the County Treasury, the Department shall limit such investments to those authorized investment identified in this policy. Should a trust agreement of a particular debt issued by the Department be more restrictive than the Department's policy on authorized investments, then the trust agreement will take precedence.

**VII. INVESTMENT REVIEW:**

The Associate Superintendent for Business will review monthly reports on investment performance, with the objectives of safety, liquidity and yield.

**VIII. CHANGES TO INVESTMENT POLICY:**

This policy dated May 5, 2021, has been submitted to the Board of Education for review and approval. This policy will be reviewed at least annually to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends. Any proposed amendments to the Investment Policy will require approval by the Board of Education.

**IX. FINANCIAL PROFESSIONAL'S COMPLIANCE WITH INVESTMENT POLICY:**

All outside investment advisors/managers, attorneys and other financial professionals employed or retained by the Department and/or its representatives, including without limitation financial advisors, underwriters, bond counsel, and disclosure counsel, must review this policy and sign a statement of compliance confirming that they have reviewed this investment policy and will fully comply with these policies. A copy of this Statement of Compliance is attached as Exhibit "A."

**EXHIBIT "A"**

**STATEMENT OF COMPLIANCE WITH INVESTMENT POLICIES**

**ADOPTED BY THE ORANGE COUNTY DEPARTMENT OF EDUCATION**

The undersigned has been retained to perform services for the Orange County Department of Education. The undersigned has been provided with a copy of the Orange County Department of Education Investment Policies and has reviewed the Investment Policy thoroughly. In providing services to the Department, the undersigned agrees to comply fully with all of the policies and procedures set forth in the Investment Policies.

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

BY: \_\_\_\_\_

**DATE:** March 19, 2021  
**TO:** Nina Boyd, Associate Superintendent  
**FROM:** Aracely Chastain, Director, Charter Schools  
**SUBJECT:** Public Hearing – EPIC Charter School Renewal

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**DESCRIPTION:**

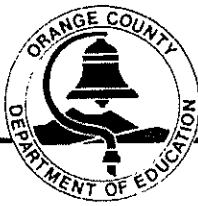
On January 5, 2021, EPIC Charter School submitted a renewal charter petition for a five-year charter term from July 1, 2021 through June 30, 2026. The Orange County Board of Education held a public hearing on February 3, 2021, to consider the level of support for the charter school.

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**RECOMMENDATION:**

Per California Education Code, on April 7, 2021, the Orange County Board of Education shall hold a public hearing to grant or deny the EPIC Charter School 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 March 19, 2021.





# MEMO

## ORANGE COUNTY DEPARTMENT OF EDUCATION

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March 19, 2021

**To:** Members, Orange County Board of Education

**From:** Orange County Department of Education Charter Schools Unit

**Re:** Staff Recommendations and Findings – EPIC Charter 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 charter petition for Excellence Performance Innovation Citizenship (EPIC) Charter 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**

EPIC Charter School is a kindergarten through grade 12 nonclassroom-based charter school located within the boundaries of Anaheim Elementary and Anaheim Union High School Districts. The Board approved EPIC Charter School on appeal from denial for a five-year term from July 1, 2016 to June 30, 2021. On January 6, 2021, EPIC Charter School submitted a renewal charter petition. The Board held a public hearing on February 3, 2021, on the provision of the charter to consider the level of support for the petition by teachers employed by the school district, other employees of the school district and parents.

The initial petition was denied by Anaheim Elementary School District governing board on July 22, 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 term from July 1, 2016, to June 30, 2021. On January 5, 2021 EPIC Charter School submitted a renewal charter petition. The Board held a public hearing on February 3, 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.

#### **IV. SUMMARY OF FINDINGS**

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, EPIC Charter School placed 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 EPIC Charter 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 renewal 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 school to address concerns raised by the Board by established timelines.
- Option Three: Deny the charter petition renewal.

\* \* \*

ORANGE COUNTY BOARD OF  
BOARD AGENDA ITEM

Item: Charter Schools #7  
April 7, 2021  
[X] Mailed [ ] Distributed at meeting

NB

**DATE:** March 19, 2021  
**TO:** Nina Boyd, Associate Superintendent  
**FROM:** Aracely Chastain, Director, Charter Schools  
**SUBJECT:** Board Action – EPIC Charter School Renewal

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**DESCRIPTION:**

On January 5, 2021, EPIC Charter 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 February 3, 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 renewal 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 EPIC Charter 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  
EPIC CHARTER 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 January 5, 2021, the Orange County Board of Education ("Board") received a petition from Next Generation Education, a nonprofit public benefit corporation, for the renewal of EPIC Charter School.

**WHEREAS**, on February 3, 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 March 19, 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 April 7, 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 EPIC Charter 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 Next Generation Education for the operation of EPIC Charter School for a period of five years, beginning on July 1, 2021 and expiring June 30, 2026.

**BE IT FURTHER RESOLVED** that EPIC Charter 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 7th day of April, 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  
NEXT GENERATION EDUCATION  
FOR THE OPERATION OF EPIC Charter School**

**DRAFT**

This Agreement is made and entered into this 7th day of April, 2021 by and between the Orange County Board of Education (“Board”) and Next Generation Education, a nonprofit benefit corporation operating Excellence Performance Innovation Citizenship (EPIC) Charter 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.). Next Generation Education 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 Next Generation Education 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 April 7, 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. 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 10<sup>th</sup> 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. 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, 92626

To Next Generation Education at:

Paul MacGregor, Executive Director

100 S. Anaheim Blvd. Ste. 150  
Anaheim, CA 92805

## **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 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 PETITION FOR  
EPIC CHARTER 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 January 5, 2021, the Orange County Board of Education ("Board") received a petition from Next Generation Education, a nonprofit public benefit corporation, for the renewal of EPIC Charter School.

**WHEREAS**, on February 3, 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 March 19, 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 April 7, 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 EPIC Charter 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 April 7, 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 Next Generation Education for the operation of EPIC Charter 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 EPIC Charter School entering into a fully executed Agreement that addresses the factual findings made by the Board during the public hearing on April 7, 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 7th day of April, 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  
EPIC CHARTER 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**, on January 5, 2021, the Orange County Board of Education (“Board”) received a petition from Next Generation Education, a nonprofit public benefit corporation, for the renewal of EPIC Charter School.

**WHEREAS**, on February 3, 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 March 19, 2021, the Board published staff recommendations and recommended findings developed by members of the Orange County Department of Education’s Charter School Unit regarding the renewal petition (“Staff Report”).

**WHEREAS**, on April 7, 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 finding.

**WHEREAS**, the Board has considered the level of support for EPIC Charter 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 EPIC Charter 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 April 7, 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 7th day of April, 2021, and that it was so adopted by the following vote:

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

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

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

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

BY:

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

NB

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: April 7, 2021  
TO: Nina Boyd, Associate Superintendent, Governance, Leadership & Professional Partnerships  
FROM: Renee Hendrick, Associate Superintendent, Administrative Services Division  
SUBJECT: Orange County Department of Education Audit for the 2019-20 Fiscal Year

In accordance with State regulations, the audit report for the fiscal year ending June 30, 2020, has been completed by Eide Bailly, and may be received by the Board of Education.

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RECOMMENDATION:

Receive Eide Bailly audit report for the Orange County Department of Education for fiscal year ending June 30, 2020.

RH:sh



ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: April 1, 2021  
TO: Nina Boyd, Associate Superintendent  
FROM: Ken L. Williams, D.O., Board President  
SUBJECT: Executive Committee Recommendations – Approval Legal Contract

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BACKGROUND:

Pursuant to Education Code section 1042(c) and the Settlement Agreement entered into between the Board and Al Mijares on February 22, 2021, in Orange County Superior Court Case No. 30-2018-01023385-CU-MC-CJC, in light of ongoing conflict of interest with Jeff Riel, approve a new contract with the Law Offices of Margaret Chidester for the purpose of obtaining a legal opinion on the following matters, including, but not limited to: 1) the respective legal authority and responsibilities of the County Board and County Superintendent with regard to processing state, federal, and private grants; 2) the respective legal authority and responsibilities of the County Board and County Superintendent with regard to processing vendor contracts; and 3) best practices, including, but not limited to the Ralph M Brown Act, regarding agenda placement, discussion, ratification and approval of the aforementioned grants and contracts.

RECOMMENDATION:

Approve a new contract with the Law Offices of Margaret A. Chidester & Associates.

**RETAINER AGREEMENT  
BETWEEN ORANGE COUNTY BOARD OF EDUCATION  
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective April 1, 2021 by and between the ORANGE COUNTY BOARD OF EDUCATION of Orange County, California, "OCBOE," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

**W I T N E S S E T H**

WHEREAS, the OCBOE desires to obtain from Attorneys certain specialized legal services pursuant to Education Code section 1042(c), and the Settlement Agreement entered into between the OCBOE and Superintendent Al Mijares in Orange County Superior Court Case No. 30-2018-01023385-CU-MC-CJC, and in light of the ongoing conflict of interest with counsel to the Superintendent;

WHEREAS, the governing Board has determined that it is in the best interest of the OCBOE to appoint Attorneys to represent the OCBOE in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services**: The OCBOE retains Attorneys for the purpose of providing specialized legal services pertaining to OCBOE business and related matters as may be specifically directed by the governing Board and the Board President, including, but not limited to: 1) the respective legal authority and responsibilities of the County Board and County Superintendent with regard to processing state, federal, and private grants; 2) the respective legal authority and responsibilities of the County Board and County Superintendent with regard to processing vendor contracts; and 3) best practices, including, but not limited to the Ralph M Brown



Act, regarding agenda placement, discussion, ratification and approval of the aforementioned grants and contracts.

Upon specific direction of the Board or its President, Attorneys will interpret relevant statutes, constitutional provisions and case law as deemed necessary by the OCBOE; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and requested; advise and represent the OCBOE in any court or administrative proceeding, provide other specialized legal advice and legal services as requested; work with the OCBOE in the development of policy; and attend meetings in-person or telephonically as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as a OCBOE's specialized legal representative.

2. **Rates and Payment:** The OCBOE shall not be required to pay in advance for any retained services. The OCBOE shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference. *Billing shall be reported in increments of 1/10 of one hour.* Billing shall separately specify related costs including authorized consultants providing services on behalf of OCBOE.

3. **Costs:** The OCBOE shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, court reporting costs, hearing officer and arbitrator fees, and consultant services.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The OCBOE shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 60 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the OCBOE, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal services provided that is suitable for the Board President to transmit to accounts payable staff or, if required, to present in response to a Public Records Act request. Invoices shall be sent directly to the attention of the Board President unless we are otherwise directed in writing by the Board President or the governing Board.

5. **Conflicts:** The OCBOE acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, county superintendents, and education agencies that may, from time to time, have transactions with the OCBOE. The OCBOE consents to such continued and future representation without the need for any further consent from the OCBOE, provided that Attorneys shall promptly notify the OCBOE in writing of any direct conflict and of the OCBOE's options in such case.

Attorneys shall not represent any person or entity in any action against the OCBOE or in any investment matter before the OCBOE.

**6. Related Post-Investigation Services:** If an attorney who conducted an investigation for the OCBOE is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the OCBOE, the OCBOE agrees to pay Attorneys for time expended, including preparation time, at the investigating attorney's then current hourly rate and to reimburse Attorneys for reasonable costs and expenses incurred.

**7. Indemnification:** Except as provided below, the OCBOE will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The OCBOE will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. ***This provision does not apply to any actions resulting from Attorneys' negligence or willful and/or malicious conduct in the course of rendering services.***

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

**8. Electronic Communication, Confidentiality and Publicity:**  
The OCBOE authorizes Attorneys to communicate with the OCBOE and the OCBOE's authorized representatives via electronic mail when such communication is desirable for timely communications,

efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The OCBOE acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is intercepted or confidentiality is otherwise compromised, the OCBOE will hold Attorneys harmless for any resulting injury.

The OCBOE will not modify any document transmitted to the OCBOE electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all OCBOE confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the OCBOE. The OCBOE may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the OCBOE without the OCBOE's prior written consent.

**9. No Guarantee of Outcome.** Attorneys do not promise or guarantee an outcome for any particular legal matter. Attorneys shall provide periodic reports and opportunities for OCBOE input and direction. Actual fees will vary from initial estimates and may be higher or lower based upon OCBOE direction for specialized legal work.

**10. Files and Ownership of Documents.** When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the OCBOE's request, deliver closed files to the OCBOE at the OCBOE's cost, along with any funds or property of

the OCBOE's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If the OCBOE does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

11. **Assignment.** This Agreement is not assignable without the written consent of the OCBOE.

12. **Independent Contractor.** Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the OCBOE.

13. **Insurance.** Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to protect the interests of the OCBOE under this Agreement. Attorneys shall, on request, provide the OCBOE with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

14. **Nondiscrimination.** Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee, applicant for employment, or OCBOE student or employee because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), immigration status, sex, gender, gender identity or sexual orientation.

15. **Audit.** The OCBOE shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit OCBOE activities and provide information regarding OCBOE legal matters that the OCBOE may need to defend itself against legal challenges.

16. **Governing Law.** This Agreement shall be governed by the laws of the state of California.

17. **Authority.** The parties hold the positions set forth below their signatures and are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

18. **Term.** This Agreement is effective April 1, 2021. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

19. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

ORANGE COUNTY BOARD OF EDUCATION

Date: \_\_\_\_\_, 2021

BY: \_\_\_\_\_  
Dr. Ken Williams, President

LAW OFFICES OF MARGARET A.  
CHIDESTER & ASSOCIATES

Date: \_\_\_\_\_, 2021

BY: \_\_\_\_\_  
Margaret A. Chidester

## EXHIBIT "A"

Rates are guaranteed through June 30, 2022.

PARTNERS	\$325 per hour
SENIOR ATTORNEYS	\$295 per hour
OTHER ATTORNEYS	\$275 per hour
LAW CLERKS/PARALEGALS	\$185 per hour

### COSTS

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONE CALLS AND TEXT MESSAGES	no charge