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REGULAR MEETING

January 6, 2021

5:00 p.m.

Location:

The public meeting will be conducted onsite with limited seating at 200 Kalmus Drive, Costa Mesa, CA 92880 and via YouTube live stream at <https://www.youtube.com/watch?v=XO2WxLzeu3k>

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 January 6, 2021 – adoption

INVOCATION

Rabbi Dov Fischer, Rav, Young Israel of Orange County Orthodox synagogue in Irvine, and law school professor

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS

(30 minutes)

(*)MINUTES

Regular Meeting of December 2, 2020 – approval

TIME CERTAIN

1. Inter-district Appeal Hearing (closed) – 01062021001I – Cypress School District to Los Alamitos Unified School District

CONSENT CALENDAR

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

CHARTER SCHOOLS

3. Charter submissions

- (*) 4. Charter School Public Hearing – Unity Middle College High School renewal – Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.
- Discussion Format:
Unity Middle College High School
Orange Unified School District
Public Comments (30 minutes)
Board Questions
- (*) 5. Charter School Public Hearing – Suncoast Preparatory Academy renewal – Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.
- Discussion Format:
Suncoast Preparatory Academy
Saddleback Valley Unified School District
Public Comments (30 minutes)
Board Questions
- (*) 6. Board Action – Orange County Academy of Sciences and Arts Agreement
- (*) 7. Charter School Public Hearing – Vista Condor Global Academy material revision – Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.
- Discussion Format:
Vista Condor Global Academy
Public Comments (30 minutes)
Board Questions
- (*) 8. Board Action – Vista Condor Global Academy material revision
- (*) 9. Charter School Public Hearing – Ednovate-Legacy College Prep Renewal – Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.
- Discussion Format:
Ednovate-Legacy College Prep
Public Comments (30 minutes)
Board Questions
- (*) 10. Board Action – Ednovate-Legacy College Prep Renewal
- (*) 11. Charter School Public Hearing – Orange County Workforce Innovation High School Renewal & Material Revision – Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.

Discussion Format:

Orange County Workforce Innovation High School
Public Comments (30 minutes)
Board Questions

- (*) 12. Board Action – Orange County Workforce Innovation High School Renewal
- (*) 13. Board Action – Orange County Workforce Innovation High School Material Revision
- (*) 14. Charter School Public Hearing – Irvine International Academy Appeal – Aracely Chastain, Director, Charter Schools, will facilitate the public hearing.

Discussion Format:

Irvine International Academy
Irvine Unified School District
Public Comments (30 minutes)
Board Questions

- (*) 15. Board Action – Irvine International Academy Appeal

BOARD RECOMMENDATIONS

- (*) 16. Action on resolution regarding Orange County Superintendent of Education failure of payment for legal services (Williams)

STAFF RECOMMENDATIONS

PUBLIC COMMENTS Related to Closed Session Only

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)

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- 1st Interim Report and Harbor Learning Center North
- Rancho Sonado
- Staff report on security at board meetings

BOARD DISCUSSIONS

ANNOUNCEMENTS

Superintendent
Associate Superintendent

Legislative Updates

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

BOARD MEMBER COMMENTS


- Staff Communications with Board

COMMITTEE REPORT

PUBLIC COMMENTS

(15 minutes)

ADJOURNMENT



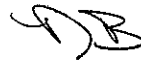
Nina Boyd
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, February 3, 2021 at 5:00 p.m. The meeting will be held onsite at 200 Kalmus Drive, Costa Mesa, CA 92880 with limited seating and via YouTube live stream.

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

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

MINUTES
Regular Meeting
December 2, 2020



ORANGE COUNTY BOARD OF EDUCATION
MINUTES

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by Board President Williams at 5:11 p.m., December 2, 2020 in the Board Room, 200 Kalmus Drive, Costa Mesa, California and via YouTube live stream.

ROLL CALL

Present:

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

INVOCATION

Doug Husen, Pastor, Corona Ca

PLEDGE

Tim Shaw, Trustee, Area 4

INTRODUCTIONS

None

(*)AGENDA

Motion by Barke, seconded by Sparks and carried by a vote of 5-0 to approve the agenda of the Regular meeting of December 2, 2020.

PUBLIC COMMENTS

- Doug Husen, Irvine International Academy

MINUTES

Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve the minutes of the October 27, 2020 Special meeting.

Motion by Shaw, seconded by Sparks, and carried by a vote of 5-0 to approve the minutes of the November 4, 2020 Regular meeting.

CONSENT CALENDAR

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

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

2. Accept the 1st Quarter Report on Williams Uniform Complaints for OCDE Student Programs for the period of July 1 to September 30, 2020.

CHARTER SCHOOLS

3. Charter Schools Submissions
 - Suncoast Prep
 - Unity
4. Charter School Public Hearing – Oxford Preparatory Academy (OPA) -Saddleback Valley Renewal – Aracely Chastain, Director, Charter Schools, facilitated the public hearing.
 - Jill Marks, Executive Director, OPA

PUBLIC COMMENTS (OPA Only)

- Jill Marks
5. Motion by Williams, seconded by Barke, and carried by a vote of 4-1 (Williams, Barke, Shaw, and Sparks voted Yes; Gomez voted No) to approve the Oxford Preparatory Academy-Saddleback Valley Renewal for a 7-year term.
 6. Charter School Public Hearing – Scholarship Prep Charter School Renewal – Aracely Chastain, Director, Charter Schools, facilitated the public hearing.
 - Jason Watts, Chief Operations Officer, Scholarship Prep

PUBLIC COMMENTS (Scholarship Prep Only)

- Dennise Allotey
7. Motion by Barke, seconded by Sparks, and carried by a vote of 4-1 (Barke, Sparks, Williams, and Shaw voted Yes; Gomez voted No) to approve the Scholarship Prep Charter School Renewal for a 7-year term.

STAFF RECOMMENDATIONS

8. Approve the 2020-21 First Interim Report, which has been certified as positive by the County Superintendent of Schools. The First Interim includes the Budget Overview for Parents for the Orange County Department of Education and College and Career Preparatory Academy Charter School.

Motion by Williams, seconded by Barke for discussion

Original motion withdrawn by Williams and Barke.

Substitute motion by Williams, seconded by Shaw to adopt the Budget Overview for Parents for the Orange County Department of Education and College and Career Preparatory Academy Charter School and to table the approval of the 2020-21 First Interim to the January board meeting.

Substitute motion withdrawn by Williams and Shaw.

Subsidiary motion by Barke, seconded by Sparks, and carried by a vote of 4-1 (Barke, Sparks, Shaw, and Gomez voted Yes; Williams voted No) to approve the variances of over \$25,000 on the First Interim, approve the Budget Overview for Parents for the Orange County Department of Education and College and Career Preparatory Academy Charter School, and to table further discussion of the 2020-21 First Interim Report to the January board meeting.

INFORMATION ITEMS

ANNOUNCEMENTS

Superintendent

- Huntington Beach City School District - New Superintendent, Dr. Leisa Winston
- Sunburst Academy success– Spectrum News

Associate Superintendent

- Next board meeting is January 6th – Submission deadline is December 18th, Board packet delivery on December 30th
- Office closed Christmas Eve, Christmas Day, New Year's Eve, New Year's Day
- Six charter school public hearings for January 6th board agenda

BOARD MEMBER COMMENTS

- Trustee Williams – security at board meetings, staff report at the January board meeting
- Trustee Gomez – 24 years of service, Francine Scinto and Tammie Bullard

PUBLIC COMMENTS

Related to Closed Session Only - None

The Board recessed to go into closed session from 7:20 p.m. to 8:31 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

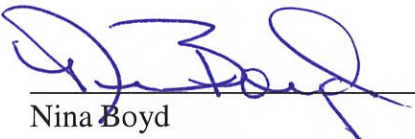
Mr. Brenner reported, for Closed Session 1 and 2, the Board
received an update from counsel. No action was taken other than
approval of Epstein, Becker, and Green invoices dated
November 30, 2020. The approval was 4-1 (Shaw, Barke,
Williams, and Sparks voted Yes; Gomez voted No) for the
General Counsel litigation invoices; and 4-1 (Shaw, Barke,
Williams, and Sparks voted Yes; Gomez voted No) for the
Budget litigation invoices.

PUBLIC COMMENTS

None

ADJOURNMENT

On a motion duly made, and seconded, the Board meeting of
November 4, 2020 adjourned at 8:34 p.m.



Nina Boyd
Assistant Secretary, Board of Education

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

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Room at 200 Kalmus Drive, Costa Mesa, CA and via virtual conference.

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966-4012.

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 10, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Jeff Hittenberger, Chief Academic Officer
SUBJECT: Granting of Diplomas

The students listed on the attached pages have been certified for graduation by the Custodian of Records or their designee for the Division of Alternative Education of the Orange County Department of Education. These students have met the standards of proficiency in the basic skills prescribed by the governing board in accordance with Education Code 51412. It is requested that the Board approve the granting of diplomas to these students.

RECOMMENDATION:

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

LS:sl

Board Agenda Item
Diploma Approval
November 9, 2020 - December 9, 2020

ADMIN UNIT	STUDENT NAME	DISTRICT OF RESIDENCE
Area #1		
	Ariel J. Benton	Huntington Beach
	Anthony Davidson	Saddleback Valley
	Yadira Flores	Santa Ana
	Ari A. Guevara	Capistrano
	Ali Hazrati Viri	Capistrano
	Diana Moreno	Capistrano
	Gunnar Perry	Huntington Beach
	Toni P. Primmer	Huntington Beach
Area #2		
	Julene Diez	Anaheim
	Bithia Eden Mendoza	Los Alamitos
	Summer Mae Merkel	Brea-Olinda
	Charlie Nino-Hernandez	Garden Grove
	Roxana Recio	Fullerton
	Justina Darlene Rodriguez	Anaheim
	Alexis Vazquez	Fullerton
Area #3		
	Marwa Ashraf	Irvine
	Karen Carapia Mendez	Santa Ana
	Haley Ontiveros	Orange
	Yamilet Rodriguez	Tustin
College & Career Prep. Acad.		
	Heather R. Aranda	Garden Grove
	Marina Duran	Santa Ana
	Amy Lissette Echevarria	Garden Grove
	Allen Nguyen	Huntington Beach
	Nicholas Nygryn	Anaheim
	Mark Paul Rodriguez	Garden Grove
	Jonathan Smeltzer	Vacaville
	Kathryn Updike	Capistrano
Fischer		
	Tyrell Jones	Anaheim
	Josue Solano Flores	Santa Ana

**Board Agenda Item
Diploma Approval
November 9, 2020 - December 9, 2020**

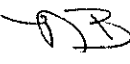
ADMIN UNIT	STUDENT NAME	DISTRICT OF RESIDENCE
Rio Con	Erick Aragon	Capistrano
Sunburst	Sean Chavarria	Centinela-Valley
	Brendon Oscar Davila	Los Angeles
	Jessie Marie Edmundo	Los Angeles
	Dominic Michael Ferrell	San Diego
	Diego Jaime Fragoso	Long Beach
	Christian Garcia	Huntington Beach
	Isaiah Lamar Johnson	Jurupa
	Ruben Liera	Pasadena
	Casey Alexander Martin	Los Angeles
	Andrew Jose Mercado	Palmdale
	Diemmai Pham	Anaheim
	Yasmin Azucena Santillan	Los Angeles
	Jonathan Isaiah Eugene Taylor	Riverside
	Diego Trujillo	Fullerton
	Joseph John Wiggins	Temecula

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing – Unity Middle College High School Renewal

Item: Charter Schools #4
January 6, 2021
[X] Mailed [] Distributed at meeting



DESCRIPTION:

On August 20, 2015, Orange County Board of Education approved Unity Middle College High School for a five-year charter term that expires on June 30, 2021. On December 2, 2020, Unity Middle College High School submitted a renewal charter petition.

RECOMMENDATION:

Per California Education Code, Orange County Board of Education shall hold a public hearing on the provisions of the Unity Middle College High School charter petition and consider the level of support for the school at the January 6, 2021 board meeting.

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing – Suncoast Preparatory Academy Renewal

Item: Charter Schools #5
January 6, 2021
☒ Mailed ☐ Distributed at meeting

DESCRIPTION:

On October 3, 2018, Orange County Board of Education approved Suncoast Preparatory Academy for a three-year charter term, which expires on June 30, 2021. On December 1, 2020, Suncoast Preparatory Academy submitted a renewal charter petition.


RECOMMENDATION:

Per California Education Code, Orange County Board of Education shall hold a public hearing on the provisions of the Suncoast Preparatory Academy charter petition and consider the level of support for the school at the January 6, 2021 board meeting.

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action - Orange County Academy of Sciences and Arts Agreement

Item: Charter Schools #6
January 6, 2021
[X] Mailed [] Distributed at meeting


DESCRIPTION:

On November 4, 2020, Orange County Academy for Sciences and Arts was approved for a five-year charter renewal. As part of the charter renewal, the charter school shall enter into an Agreement that addresses the operational relationship between the charter school, the Orange County Board of Education and the Orange County Department of Education no later than February 2021. Orange County Academy for Sciences and Arts has requested revisions to the standard Agreement approved by the Orange County Board of Education on November 4, 2020.

At the January 6, 2021 meeting, the Orange County Board of Education shall approve or deny the revised Agreement for Orange County Academy of Sciences and Arts.

RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve the proposed changes to section III.C.4.a of the standard Agreement.

AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS, INC.

DRAFT

FOR THE OPERATION OF ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS

This Agreement is made and entered into this 4th day of November, 2020 by and between the Orange County Board of Education (“Board”) and Orange County Academy of Sciences and Arts, Inc., a nonprofit benefit corporation operating Orange County Academy of Sciences and Arts, 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 renewal 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.). Orange County Academy of Sciences and Arts, Inc. is a California non-profit public benefit corporation that will operate Charter School. Charter School shall ensure that at all times throughout the term of this charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Orange County Academy of Sciences and Arts, Inc. 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 November 4, 2020, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607 and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to OCDE no sooner than **September 1** and no later than **March 1** of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities, and neither the Board nor OCDE shall be liable for the debts and obligations of Charter School.
3. Within **ten (10) business days** of board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the charter school board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and ethics training to its governing board members and administrative staff within **45 days** of taking office or being hired, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

1. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study. Charter School may on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental instances of extended absences and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
2. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice in Charter School policies and Parent/Student Handbook.

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Education Code section 47630 et seq. Charter School's general-purpose entitlement will be calculated in accordance with Education Code section 47633 et seq. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.
3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management.

4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.
 - a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools located in Orange County 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 and the Public Records Act, commencing at Government Code section 6250 et seq.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans sought for Charter School and repayment of loans shall be the sole responsibility of Charter School.
6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

1. The Parties agree that neither the Board nor OCDE shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms, but may contract with OCDE for such services by way of a separate written contract.
2. Charter School is responsible for establishing the appropriate funds or accounts in the Orange County Treasury for Charter School and for making the necessary arrangements for Charter School's participation in the State Teachers' Retirement System, the Public Employees' Retirement System, or social security. Nothing in this paragraph shall be interpreted to mean that Charter School must maintain all funds in the County Treasury. If funds are not maintained in the County Treasury, they must be deposited with a federally insured commercial bank or credit union.
 - a) OCDE will only withdraw funds from the Orange County Treasury to a charter school owned bank account. Bank account name must match the charter school name or a Doing Business As (DBA) reference. No fund transfers will be made to a third party.
 - b) Orange County Treasury withdrawals will take place two (2) times per month. The first withdrawal will take place on the 10th day of each month and the second withdrawal will take place at the end of each month.
 - c) Charter school's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.

G. Insurance and Liability

1. Charter School will provide certificates of insurance coverage to OCDE prior to opening and annually thereafter. The certificates shall indicate that the Board, County Superintendent, and OCDE are endorsed as additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with any valid and collectible insurance or program of self-insurance carried or maintained by the Board, County Superintendent or OCDE. Exhibit A, Insurance Coverage and Policies, indicates the minimum insurance requirements and is incorporated by reference herein. Charter School shall forward any written notice to OCDE within **three (3) business days** of any modification, change or cancellation of any of the above insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of Charter School. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided to Charter School to protect the interests of Charter School as well as OCDE, the Board and the County Superintendent.
2. Charter School shall hold harmless, defend, and indemnify the Board, the County Superintendent, and OCDE, its officers, agents, and employees, from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) which may be made by reason of: 1) any injury to volunteers; and 2) any injury to person or property sustained by any person, firm or Charter School related to any act, neglect, default or omission of Charter School, its officers, employees or agents, including any claims for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors. In cases of such liabilities, claims or demands, Charter School, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the Board, the County Superintendent or OCDE, its officers and employees, and satisfy any resulting judgments up to the required Agreements that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the Board, the County Superintendent or OCDE to admit liability or to pay any money will require the prior written consent of the Board, the County Superintendent or

OCDE, as applicable; and (b) the Board, County Superintendent and/or OCDE may join in the defense with its counsel at its own expense.

3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the Board, the County Superintendent or OCDE, and are not entitled to benefits of any kind or nature normally provided to OCDE employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the charter and this Agreement. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.
4. Required Disclosures: Charter School shall notify OCDE in writing within **three (3) business days** of any pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as applicable laws and regulations may be amended or added during the term of the charter.

H. Human Resources

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

I. Contracts

1. Charter School shall not have the authority to enter into a contract that would bind the Board, County Superintendent and/or OCDE, nor to extend the credit of the Board, County Superintendent and/or OCDE to any third person or party. Charter School shall clearly indicate in writing to vendors and other entities with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the Board, County Superintendent and/or OCDE.
2. Charter School shall ensure that all contracts for goods and services comply with the criteria noted in Title V section 11967.5.1 of California Code of Regulations. Charter School shall comply with bidding requirements tied to receipt of any state, federal or grant funds that require compliance with bidding that is more stringent or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code section 47604.3.

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

4. Charter/Education Management Organization (C/EMO) Contracts:

Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to the charter.

Charter School shall ensure the following for any C/EMO contract:

- a) Require that any C/EMO contract (or revision to an agreement) that is entered into be in compliance with state and federal law and the charter and includes language that:

- i. None of the principals of either the C/EMO or Charter School has conflicts of interest.
 - ii. C/EMO shall comply with Education Code section 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.
 - iii. Any provision of the agreement that is in violation of state or federal law or the charter is void.
- b) Upon approval by Charter School board, Charter School shall provide OCDE a copy of the following:
- i. C/EMO agreement (or revision to an agreement).
 - ii. Evidence that the C/EMO is a nonprofit public benefit corporation.
 - iii. A description of the C/EMO's roles and responsibilities for the management of Charter School and the internal controls that will be put in place to guide the relationship.
 - iv. A list of other schools managed by the C/EMO.
 - v. A list of and background on the C/EMO's leaders and board of directors.

J. Facilities Agreement

1. Prior to opening, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long-term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School's needs.
2. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, Charter School must request a material revision to the charter petition in order to change facilities. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

K. Zoning and Occupancy

1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site, prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (ADA) requirements for a K-12 public school.
2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district.
3. Notwithstanding any language to the contrary in this Agreement, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, to meet to attempt to resolve any concerns within ten calendar days of the dispute.

L. Dispute Resolution

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

IV. MATERIAL REVISIONS

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

V. CHARTER-SPECIFIC CONDITIONS

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

VI. SEVERABILITY

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

VII. NON-ASSIGNMENT

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

VIII. WAIVER

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

IX. NONDISCRIMINATION

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

X. NOTIFICATION

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

To OCDE at:

Nina Boyd, Associate Superintendent
Orange County Department of Education
200 Kalmus Drive, Costa Mesa CA, 92626

To Orange County Academy of Sciences and Arts, Inc. at:

Kapil Mathur, Executive Director
Orange County Academy of Sciences and Arts
30022 Ivy Glenn Dr., Suite 125, Laguna Niguel, CA 92677

XI. INTEGRATION

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

XII. ORDER OF PRECEDENCE

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

1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A
3. The Charter as amended by Charter School and approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as Charter School, as applicable

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

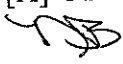
Charter School, at its sole cost and throughout the charter term, shall procure and maintain in effect each insurance listed below. All required insurance, and if self-insurance will be provided, must contain coverage that complies, at a minimum, with the following requirements:

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, Charter School shall procure property insurance in amounts as close to replacement value as possible and sufficient to protect the school's interests.
2. General Commercial Liability with at least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, Fire Legal Liability, of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of Charter School, its governing board, officers, agents, employees, and/or students.
3. Workers' Compensation insurance in accordance with the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts, which may arise from Charter School's operation, with statutory limits. The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
5. Crime Insurance or Fidelity Bond coverage to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School's funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insured retention.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing – Vista Condor Global Academy Material Revision

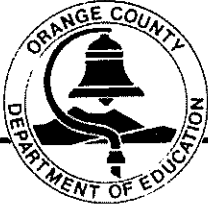
Item: Charter Schools #7
January 6, 2021
☒ Mailed ☐ Distributed at meeting


DESCRIPTION:

On September 30, 2020, Vista Condor Global Academy submitted a material revision to add transitional kindergarten to the charter petition. The Orange County Board of Education held a public hearing on November 4, 2020, to consider the level of support for the material revision request.

RECOMMENDATION:

Per California Education Code, on January 6, 2021, the Orange County Board of Education shall hold a public hearing to grant or deny the Vista Condor Global Academy material revision. At the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the Orange County Department of Education staff recommendations and findings published on December 22, 2020.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

December 17, 2020

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Recommendations and Findings – Vista Condor Global Academy Material Revision

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 material revision request by Vista Condor Global Academy in compliance with Education Code section 47607, and to provide recommendations for consideration by the Orange County Board of Education (the Board).

II. BACKGROUND

Vista Condor Global Academy is a charter school serving grades kindergarten through grade five located within the boundaries of the Santa Ana Unified School District. On September 30, 2020, Vista Condor Global Academy submitted a material revision to expand a grade-level and add transitional kindergarten to the school's charter petition beginning in the 2021-2022 school year. The Board held a public hearing on November 4, 2020, to consider the level of support for the material revision petition by teachers employed by the school district, other employees of the school district and parents.

III. LEGAL STANDARD

After receiving approval of its petition, a charter school that proposes to expand operations to one or more additional grade levels shall request a material revision to its charter and shall notify the chartering authority of those additional grade levels. The chartering authority shall consider whether to approve those additional locations or grade levels at an open public meeting. If the additional grade levels are approved they shall be a material revision to the charter school's charter. Material revisions of charters 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.

IV. SUMMARY OF FINDINGS

The revised Vista Condor Global Academy charter petition meets the standards outlined in Education Code section 47605. The addition of transitional kindergarten to the school's charter is aligned to the educational program and practices described in the charter petition.

V. STAFF RECOMMENDATIONS

Orange County Department of Education staff recommend that the Board approve the Vista Condor Global Academy material revision request to add transitional kindergarten to the school's charter beginning in the 2021-2022 academic year.

VI. CONCLUSION

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

- Option One: Approve the material revision.
- Option Two: Approve the material revision with conditions. 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 material revision request.

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Vista Condor Global Academy Material Revision

Item: Charter Schools #8
January 6, 2021
[X] Mailed [] Distributed at meeting



DESCRIPTION:

On September 30, 2020, Vista Condor Global Academy submitted a material revision to add transitional kindergarten to the school's charter petition beginning in the 2021-2022 academic year.

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


- Option One: Approve the material revision.
- Option Two: Approve the material revision with conditions. 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 material revision request.

RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve the Vista Condor Global Academy material revision request to add transitional kindergarten to the school's charter beginning in the 2021-2022 academic year.

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

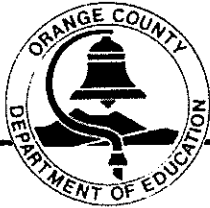
DATE: December 17, 2020 Item: Charter Schools #9
January 6, 2021
TO: Nina Boyd, Associate Superintendent [X] Mailed [] Distributed at meeting
FROM: Aracely Chastain, Director, Charter Schools 
SUBJECT: Public Hearing – Ednovate-Legacy College Prep Renewal

DESCRIPTION:

On October 7, 2020, Ednovate-Legacy College Prep 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 November 4, 2020, to consider the level of support for the charter school renewal petition.

RECOMMENDATION:

Per California Education Code, on January 6, 2021, the Orange County Board of Education shall hold a public hearing to grant or deny the Ednovate-Legacy College Prep renewal charter petition. 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 December 22, 2020.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

December 17, 2020

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Recommendations and Findings – Ednovate-Legacy College Prep Renewal

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 Ednovate-Legacy College Prep 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

Ednovate-Legacy College Prep is a grade 9-12 charter school located within the boundaries of the Santa Ana Unified School District. The Board approved the Ednovate-Legacy College Prep charter petition on appeal from denial for a five-year term from July 1, 2016 to June 30, 2021. On October 7, 2020, Ednovate-Legacy College Prep submitted a renewal charter petition. The Board held a public hearing on November 4, 2020, on the provisions 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.

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, Ednovate-Legacy College Prep 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 RECOMMENDATIONS

Orange County Department of Education staff recommend that the Board approve the Ednovate-Legacy College Prep charter petition renewal for a five-year term from July 1, 2021 through 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 renewal with conditions. This action would result in approval of the charter 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 EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Ednovate-Legacy College Prep Renewal

Item: Charter Schools #10
January 6, 2021
[X] Mailed [] Distributed at meeting


DESCRIPTION:

On October 7, 2020, Ednovate-Legacy College Prep submitted a renewal charter petition for a five-year charter term from July 1, 2021 through June 30, 2026. Orange County Board of Education held a public hearing on November 4, 2020 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 through June 30, 2026.
- Option Two: Approve the charter petition renewal with conditions. This action would result in approval of the charter and require the school to address concerns raised by the Board by established timelines.
- Option Three: Deny the charter petition renewal.

RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve the Ednovate-Legacy College Prep renewal petition for a five-year term from July 1, 2021 through June 30, 2026.

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE RENEWAL OF
EDNOVATE-LEGACY COLLEGE PREP**

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 October 7, 2020, the Orange County Board of Education ("Board") received a petition from Ednovate, Inc., a nonprofit public benefit corporation, for the renewal of Ednovate-Legacy College Prep.

WHEREAS, on November 4, 2020, 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 December 22, 2020, 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 January 6, 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 Ednovate-Legacy College Prep 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 Ednovate, Inc. for the operation of Ednovate-Legacy College Prep for a period of five years, beginning on July 1, 2021 and expiring June 30, 2026.

BE IT FURTHER RESOLVED that Ednovate-Legacy College Prep 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 April 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 6th day of January, 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
EDNOVATE, INC.

DRAFT

FOR THE OPERATION OF EDNOVATE-LEGACY COLLEGE PREP

This Agreement is made and entered into this 6th day of January, 2021 by and between the Orange County Board of Education (“Board”) and Ednovate, Inc., a nonprofit benefit corporation operating Ednovate-Legacy College Prep (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 a renewal petition of Charter School, for a five-year period beginning on July 1, 2021 through June 30, 2026. The Staff Report and Findings of Fact, submitted to and adopted by the Board is incorporated herein by reference.
- B. Charter School will be operated as or by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Ednovate, Inc. 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 Ednovate, Inc. as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the non-profit public benefit corporation’s articles of incorporations within **ten (10) business days** of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on January 6, 2021, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The approved Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607 and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to OCDE no sooner than **September 1** and no later than **March 1** of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities, and neither the Board nor OCDE is liable for the debts and obligations of Charter School.
3. Within **ten (10) business days** of board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the charter school board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and ethics training to its governing board members and administrative staff within **45 days** of taking office or being hired, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

1. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study. Charter School may on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental instances of extended absences and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
2. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice in Charter School policies and Parent/Student Handbook.

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Education Code section 47630 et seq. Charter School's general-purpose entitlement will be calculated in accordance with Education Code section 47633 et seq. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.
3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other

appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.

- a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans sought for Charter School and repayment of loans shall be the sole responsibility of Charter School.
 6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

1. The Parties agree that neither the Board nor OCDE shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms, but may contract with OCDE for such services by way of a separate written contract.
2. Charter School is responsible for establishing the appropriate funds or accounts in the Orange County Treasury for Charter School and for making the necessary arrangements for Charter School's participation in the State Teachers' Retirement System, the Public Employees' Retirement System, or social security. Nothing in this paragraph shall be interpreted to mean that Charter School must maintain all funds in the County Treasury. If funds are not maintained in the County Treasury, they must be deposited with a federally insured commercial bank or credit union.
 - a) OCDE will only withdraw funds from the Orange County Treasury to a charter school owned bank account. Bank account name must match the charter school name or a Doing Business As (DBA) reference. No fund transfers will be made to a third party.
 - b) Orange County Treasury withdrawals will take place two (2) times per month. The first withdrawal will take place on the 10th day of each month and the second withdrawal will take place at the end of each month.
 - c) Charter school's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.

G. Insurance and Liability

1. Charter School will provide certificates of insurance coverage to OCDE prior to opening and annually thereafter. The certificates shall indicate that the Board, County Superintendent, and OCDE are endorsed as additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with any valid and collectible insurance or program of self-insurance carried or maintained by the Board, County Superintendent or OCDE. Exhibit A, Insurance Coverage and Policies, indicates the minimum insurance requirements and is incorporated by reference herein. Charter School shall forward any written notice to OCDE within **three (3) business days** of any modification, change or cancellation of any of the above insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of Charter School. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided to Charter School to protect the interests of Charter School as well as OCDE, the Board and the County Superintendent.
2. Charter School shall hold harmless, defend, and indemnify the Board, the County Superintendent, and OCDE, its officers, agents, and employees, from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) which may be made by reason of: 1) any injury to volunteers; and 2) any injury to person or property sustained by any person, firm or Charter School related to any act, neglect, default or omission of Charter School, its officers, employees or agents, including any claims for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors. In cases of such liabilities, claims or demands, Charter School, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the Board, the County Superintendent or OCDE, its officers and employees, and satisfy any resulting judgments up to the required Agreements that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the Board, the County Superintendent or OCDE to admit liability or to pay any money will require the prior written consent of the Board, the County Superintendent or OCDE, as applicable; and (b) the Board, County Superintendent and/or OCDE may join in the defense with its counsel at its own expense.

3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the Board, the County Superintendent or OCDE, and are not entitled to benefits of any kind or nature normally provided to OCDE employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the charter and this Agreement. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.
4. Required Disclosures: Charter School shall notify OCDE in writing within **three (3) business days** of any pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as applicable laws and regulations may be amended or added during the term of the charter.

H. Human Resources

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

I. Contracts

1. Charter School shall not have the authority to enter into a contract that would bind the Board, County Superintendent and/or OCDE, nor to extend the credit of the Board, County Superintendent and/or OCDE to any third person or party. Charter School shall clearly indicate in writing to vendors and other entities with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the Board, County Superintendent and/or OCDE.
2. Charter School shall ensure that all contracts for goods and services comply with the criteria noted in Title V section 11967.5.1 of California Code of Regulations. Charter School shall comply with bidding requirements tied to receipt of any state, federal or grant funds that require compliance with bidding that is more stringent or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code section 47604.3.
3. Charter School will make every effort to ensure that vendors comply with all reasonable inquiries by OCDE for records and information related to this contract.
4. Charter/Education Management Organization (C/EMO) Contracts:

Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to the charter.

Charter School shall ensure the following for any C/EMO contract:

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

- ii. C/EMO shall comply with Education Code section 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.
- iii. Any provision of the agreement that is in violation of state or federal law or the charter is void.
- b) Upon approval by Charter School board, Charter School shall provide OCDE a copy of the following:
 - i. C/EMO agreement (or revision to an agreement).
 - ii. Evidence that the C/EMO is a nonprofit public benefit corporation.
 - iii. A description of the C/EMO's roles and responsibilities for the management of Charter School and the internal controls that will be put in place to guide the relationship.
 - iv. A list of other schools managed by the C/EMO.
 - v. A list of and background on the C/EMO's leaders and board of directors.

J. Facilities Agreement

1. Prior to opening, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long-term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School's needs.
2. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, Charter School must request a material revision to the charter petition in order to change facilities. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

K. Zoning and Occupancy

1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site, prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (ADA) requirements for a K-12 public school.
2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district.
3. Notwithstanding any language to the contrary in this Agreement, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, to meet to attempt to resolve any concerns within ten calendar days of the dispute.

L. Dispute Resolution

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

IV. MATERIAL REVISIONS

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

V. SEVERABILITY

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

VI. NON-ASSIGNMENT

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

VII. WAIVER

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

VIII. NONDISCRIMINATION

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

IX. NOTIFICATION

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

To OCDE at:

Nina Boyd, Associate Superintendent
Orange County Department of Education
200 Kalmus Drive, Costa Mesa CA, 92626

To Ednovate, Inc. at:
Oliver Sicat, CEO
Ednovate-Legacy College Prep
350 S. Figueroa St. Suite 250, Los Angeles, CA 90071

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 FOR EDNOVATE-LEGACY COLLEGE PREP**

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 October 7, 2020, the Orange County Board of Education ("Board") received a petition from Ednovate, Inc., a nonprofit public benefit corporation, for the renewal of Ednovate-Legacy College Prep.

WHEREAS, on November 4, 2020, 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 December 22, 2020, 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 January 6, 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 Ednovate-Legacy College Prep 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 upon factually findings made by the Board during the public hearing on January 6, 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 Ednovate, Inc. for the operation of Ednovate-Legacy College Prep 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 Ednovate-Legacy College Prep entering into a fully executed Agreement that addresses the factual findings made by the Board during the public hearing on January 6, 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 April 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 6th day of January, 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
EDNOVATE-LEGACY COLLEGE PREP**

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 October 7, 2020, the Orange County Board of Education (“Board”) received a petition from Ednovate, Inc., a nonprofit public benefit corporation, for the renewal of Ednovate-Legacy College Prep.

WHEREAS, on November 4, 2020, 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 December 22, 2020, 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 January 6, 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 Ednovate-Legacy College Prep 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 Ednovate-Legacy College Prep, 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 January 6, 2021 and memorialized in the meeting minutes.

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 6th day of January, 2021, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:


Clerk of the Orange County Board of Education

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing – Orange County Workforce Innovation High School Renewal & Material Revision

Item: Charter Schools #11
January 6, 2021
☒ Mailed ☐ Distributed at meeting

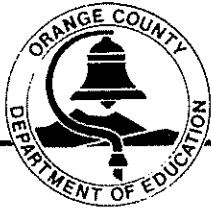


DESCRIPTION:

On October 7, 2020, Orange County Workforce Innovation High submitted a renewal charter petition for a five-year charter term from July 1, 2021 through June 30, 2026 and a material revision to eliminate the sole statutory member from the school's nonprofit bylaws. The Orange County Board of Education held a public hearing on November 4, 2020, to consider the level of support for the charter school renewal and material revision request.

RECOMMENDATION:

Per California Education Code, on January 6, 2021, the Orange County Board of Education shall hold a public hearing to grant or deny the Orange County Workforce Innovation High School charter petition renewal and material revision. 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 December 22, 2020.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

December 17, 2020

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Recommendations and Findings – Orange County Workforce Innovation High School Material Revision

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 material revision request by Orange County Workforce Innovation High School (OCWIHS) in compliance with Education Code section 47607, and to provide recommendations for consideration by the Orange County Board of Education (the Board).

II. BACKGROUND

OCWIHS is a grade 9-12 countywide charter school with one location in the City of Anaheim. On October 7, 2020, OCWIHS submitted a material revision to change the bylaws of the charter school's non-profit, Western Educational Corporation, eliminating the sole statutory member from the school's governance structure. The Orange County Board of Education held a public hearing on November 4, 2020, to consider the level of support for the charter school material revision request.

III. LEGAL STANDARD

Material revisions of charters 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.

IV. SUMMARY OF FINDINGS

The revised OCWIHS charter petition meets the standards outlined in Education Code section 47605. The changes to the school's non-profit bylaws are consistent with best practices and the Charter school's current operating structure.

V. STAFF RECOMMENDATION

Orange County Department of Education staff recommend that the Orange County Board of Education approve the Orange County Workforce Innovation High School material revision to change the non-profit bylaws, eliminating the sole statutory member from the school's governance structure.

VI. CONCLUSION

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

- Option One: Approve the material revision.
- Option Two: Approve the material revision with conditions. 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 material revision request.

* * *



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

December 17, 2020

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Recommendations and Findings – Orange County Workforce Innovation High School Renewal

I. INTRODUCTION

The purpose of this report is to summarize significant findings based on a comprehensive review by Orange County Department of Education staff of the renewal petition for Orange County Workforce Innovation High School (OCWIHS) 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

OCWIHS is a grade 9-12 countywide charter school with one location in the city of Anaheim. The Board approved the OCWIHS countywide charter petition for a five-year term from July 1, 2016 to June 30, 2021. On October 7, 2020, OCWIHS submitted a renewal charter petition. The Board held a public hearing on November 4, 2020, on the provisions 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.

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, in addition to the charter school's performance on the state and local indicators included in the California School Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the pupil population served. The Board may deny a charter renewal 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 pupils.

IV. SUMMARY OF FINDINGS

OCWIHS is a Dashboard Alternative School Status (DASS) program and is eligible for a five-year charter term. OCWIHS educates a broad range of students targeting those who are not successful in traditional public school. Overall, the charter school presented a comprehensive petition for renewal.

V. STAFF RECOMMENDATIONS

Orange County Department of Education staff recommend that the Board approve the OCWIHS renewal charter petition for a five-year term from July 1, 2021 through June 30, 2026.

VI. CONCLUSION

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

- Option One: Approve the charter petition for a five-year term from July 1, 2021 to June 30, 2026.
- Option Two: Approve the charter petition renewal with conditions. This action would result in approval of the charter 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 EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action - Orange County Workforce Innovation High School Renewal

Item: Charter Schools #12
January 6, 2021
☒ Mailed ☐ Distributed at meeting



DESCRIPTION:

On October 7, 2020, Orange County Workforce Innovation High School submitted a charter petition renewal for a five-year charter term from July 1, 2021 through June 30, 2026. Orange County Board of Education held a public hearing on November 4, 2020 to consider the level of support for the charter school.

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

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

RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve the Orange County Workforce Innovation High School charter petition renewal for a five-year term from July 1, 2021 through June 30, 2026.

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE RENEWAL OF
ORANGE COUNTY WORKFORCE INNOVATION HIGH SCHOOL**

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

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

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

WHEREAS, Education code section 47607(c)(1) requires that in determining whether to grant a charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators included in the California School Dashboard.

WHEREAS, Education Code section 47607(c)(7) requires that 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 also 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, 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 October 7, 2020, the Orange County Board of Education (“Board”) received a petition from Western Educational Corporation, a nonprofit public benefit corporation, for the renewal of Orange County Workforce Innovation High School.

WHEREAS, on November 4, 2020, 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 December 22, 2020, 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 January 6, 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 Orange County Workforce Innovation High School and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

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

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the renewal petition for a charter school by Western Educational Corporation for the operation of Orange County Workforce Innovation High School for a period of five years, beginning on July 1, 2021 and expiring June 30, 2026.

BE IT FURTHER RESOLVED that Orange County Workforce Innovation High School will enter into an Agreement that addresses the operational relationship between the School, the Board and OCDE no later than the Board's regularly scheduled meeting in April 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 6th day of January 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
WESTERN EDUCATIONAL CORPORATION
FOR THE OPERATION OF**

DRAFT

ORANGE COUNTY WORKFORCE INNOVATION HIGH SCHOOL

This Agreement is made and entered into this 6th day of January, 2021 by and between the Orange County Board of Education (“Board”) and Western Educational Corporation, a nonprofit benefit corporation operating Orange County Workforce Innovation High School (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

I. INTRODUCTORY PROVISIONS

- A. The Board approved the petition of Charter School, for a five-year period beginning on July 1, 2021 through June 30, 2026. The Staff Report and Findings of Fact, submitted to and adopted by the Board is incorporated herein by reference.
- B. Charter School will be operated as or by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Western Educational Corporation is a California non-profit public benefit corporation that will operate Charter School. Charter School shall ensure that at all times throughout the term of this charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Western Educational Corporation as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the non-profit public benefit corporation’s articles of incorporations within **ten (10) business days** of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on January 6, 2021, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The approved Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607 and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to OCDE no sooner than **September 1** and no later than **March 1** of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities, and neither the Board nor OCDE is liable for the debts and obligations of Charter School.
3. Within **ten (10) business days** of board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the charter school board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and ethics training to its governing board members and administrative staff within **45 days** of taking office or being hired, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

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

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Education Code section 47630 et seq. Charter School's general-purpose entitlement will be calculated in accordance with Education Code section 47633 et seq. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.
3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.

- a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
- 5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans sought for Charter School and repayment of loans shall be the sole responsibility of Charter School.
 - 6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

- 1. The Parties agree that neither the Board nor OCDE shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms, but may contract with OCDE for such services by way of a separate written contract.
- 2. Charter School is responsible for establishing the appropriate funds or accounts in the Orange County Treasury for Charter School and for making the necessary arrangements for Charter School's participation in the State Teachers' Retirement System, the Public Employees' Retirement System, or social security. Nothing in this paragraph shall be interpreted to mean that Charter School must maintain all funds in the County Treasury. If funds are not maintained in the County Treasury, they must be deposited with a federally insured commercial bank or credit union.
 - a) OCDE will only withdraw funds from the Orange County Treasury to a charter school owned bank account. Bank account name must match the charter school name or a Doing Business As (DBA) reference. No fund transfers will be made to a third party.
 - b) Orange County Treasury withdrawals will take place two (2) times per month. The first withdrawal will take place on the 10th day of each month and the second withdrawal will take place at the end of each month.
 - c) Charter school's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

- 1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be

calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.

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

G. Insurance and Liability

1. Charter School will provide certificates of insurance coverage to OCDE prior to opening and annually thereafter. The certificates shall indicate that the Board, County Superintendent, and OCDE are endorsed as additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with any valid and collectible insurance or program of self-insurance carried or maintained by the Board, County Superintendent or OCDE. Exhibit A, Insurance Coverage and Policies, indicates the minimum insurance requirements and is incorporated by reference herein. Charter School shall forward any written notice to OCDE within **three (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 section 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.
 - iii. Any provision of the agreement that is in violation of state or federal law or the charter is void.
- b) Upon approval by Charter School board, Charter School shall provide OCDE a copy of the following:

- i. C/EMO agreement (or revision to an agreement).
- ii. Evidence that the C/EMO is a nonprofit public benefit corporation.
- iii. A description of the C/EMO's roles and responsibilities for the management of Charter School and the internal controls that will be put in place to guide the relationship.
- iv. A list of other schools managed by the C/EMO.
- v. A list of and background on the C/EMO's leaders and board of directors.

J. Facilities Agreement

1. Prior to opening, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long-term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School's needs.
2. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, Charter School must request a material revision to the charter petition in order to change facilities. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

K. Zoning and Occupancy

1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site, prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (ADA) requirements for a K-12 public school.
2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district.
3. Notwithstanding any language to the contrary in this Agreement, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter. The Parties agree that should a dispute arise under this section, to meet to attempt to resolve any concerns within ten calendar days of the dispute.

L. Dispute Resolution

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

controversy or claim that is in any way related to revocation of this Charter School, pursuant to the terms of the dispute resolution procedures in the charter.

IV. MATERIAL REVISIONS

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

V. SEVERABILITY

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

VI. NON-ASSIGNMENT

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

VII. WAIVER

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

VIII. NONDISCRIMINATION

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

IX. NOTIFICATION

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

To OCDE at:

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

To Western Educational Corporation at:

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

X. INTEGRATION

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

XI. ORDER OF PRECEDENCE

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

1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A
3. The Charter as amended by Charter School and approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as Charter School, as applicable

For Charter School:

Date: _____
Name: _____
Title: _____
Signature: _____

For the Board:

Date: _____
Name: _____
Title: _____
Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

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

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, Charter School shall procure property insurance in amounts as close to replacement value as possible and sufficient to protect the school's interests.
2. General Commercial Liability with at least \$2,000,000 per occurrence and \$5,000,000 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 OF
ORANGE COUNTY WORKFORCE INNOVATION HIGH SCHOOL**

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

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

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

WHEREAS, Education code section 47607(c)(1) requires that in determining whether to grant a charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators included in the California School Dashboard.

WHEREAS, Education Code section 47607(c)(7) requires that 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 also 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, 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 October 7, 2020, the Orange County Board of Education (“Board”) received a petition from Western Educational Corporation, a nonprofit public benefit corporation, for the renewal of Orange County Workforce Innovation High School.

WHEREAS, on November 4, 2020, 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 December 22, 2020, 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 January 6, 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 Orange County Workforce Innovation High School and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

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

NOW, THEREFORE, BE IT RESOLVED that based on the adopted findings of fact, the renewal petition as written may not contain reasonably comprehensive descriptions of required elements of the renewal petition unless Petitioner complies with certain conditions to address findings made by the Board during the public hearing on January 6, 2021 and memorialized in the meeting minutes.

BE IT FURTHER RESOLVED that the Board hereby approves with conditions the renewal petition for a charter school by Western Educational Corporation for the operation of Orange County Workforce Innovation High School for a period of five years, beginning on July 1, 2021 and expiring June 30, 2026.

BE IT FURTHER RESOLVED that the renewal petition approval is conditioned upon Orange County Workforce Innovation High School entering into an Agreement that addresses the factual findings made by the Board during the public hearing on January 6, 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 April 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 6th day of January 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
ORANGE COUNTY WORKFORCE INNOVATION HIGH SCHOOL**

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

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

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

WHEREAS, Education code section 47607(c)(1) requires that in determining whether to grant a charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators included in the California School Dashboard.

WHEREAS, Education Code section 47607(c)(7) requires that 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 also 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, 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 October 7, 2020, the Orange County Board of Education (“Board”) received a petition from Western Educational Corporation, a nonprofit public benefit corporation, for the renewal of Orange County Workforce Innovation High School.

WHEREAS, on November 4, 2020, 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 December 22, 2020, 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 January 6, 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 Orange County Workforce Innovation High School and has reviewed the renewal petition, including all supporting documentation in accordance with the law.

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

NOW, THEREFORE, BE IT RESOLVED that closure of the charter school is in the best interest of students based upon the adopted factual findings made by the Board during the public hearing on January 6, 2021, and memorialized in the meeting minutes.

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 6th day of January 2021, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:


Clerk of the Orange County Board of Education

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Orange County Workforce Innovation High School Material Revision

Item: Charter Schools #13
January 6, 2021
[X] Mailed [] Distributed at meeting



DESCRIPTION:

On October 7, 2020, Orange County Workforce Innovation High School submitted a material revision to change the bylaws of the charter school's non-profit, Western Educational Corporation, to eliminate the sole statutory member from the school's governance structure. The Orange County Board of Education held a public hearing on November 4, 2020, to consider the level of support for the charter school material revision request.

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

- Option One: Approve the material revision.
- Option Two: Approve the material revision with conditions. 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 material revision request.


RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve the Orange County Workforce Innovation High School material revision to change the non-profit bylaws, eliminating the sole statutory member from the school's governance structure.

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Public Hearing – Irvine International Academy Appeal

Item: Charter Schools #14
January 6, 2021
☒ Mailed ☐ Distributed at meeting


DESCRIPTION:

On October 8, 2020, Irvine International Academy submitted an appeal for a charter petition denied by the Irvine Unified School District. The Orange County Board of Education held a public hearing on November 4, 2020, to consider the level of support for the charter school.

RECOMMENDATION:

Per California Education code, on January 6, 2021, the Orange County Board of Education shall hold a public hearing to grant or deny the Irvine International Academy charter petition appeal. 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 December 22, 2020.



MEMO

ORANGE COUNTY DEPARTMENT OF EDUCATION

December 17, 2020

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Re: Staff Recommendations and Findings – Irvine International Academy Appeal

I. INTRODUCTION

The purpose of this report is to summarize significant findings based on a comprehensive review by Orange County Department of Education (OCDE) staff of the Irvine International Academy charter school petition presented on appeal following denial by the governing board of the Irvine Unified School District, and to provide recommendations for consideration by the Orange County Board of Education (the Board).

Based on the factual findings regarding the charter petition set forth in this Staff Report, which includes information gathered throughout the entire review process, a public hearing held on November 4, 2020, and a clarification meeting with charter school representatives on November 18, 2020, OCDE staff recommend that the Board approve with conditions the Irvine International Academy charter school petition for a charter term of five years from July 1, 2020 to June 30, 2026. This report contains findings of fact reflecting areas of concern to be addressed in an Agreement by the parties, should the Board approve the charter petition with conditions. Should the Board take action to deny the charter school petition, the Board may adopt this Staff Report as its written findings in support of the denial.

II. BACKGROUND

Irvine International Academy proposes to be a seat-based, Mandarin language immersion charter school, serving 512 students from transitional kindergarten through grade six. Irvine International Academy plans to operate within the boundaries of the Irvine Unified School district.

On October 8, 2020, Irvine International Academy submitted an appeal to the Board and a public hearing was held on November 4, 2020, on the provisions of the charter petition and to consider the level of support for the petition by teachers employed by the school district, other employees of the school district and parents.

III. LEGAL STANDARD

Education Code section 47605(k) indicates, “If the governing board of a school district denies a petition, the petitioner may elect to submit the petition for the establishment of a charter school to the

county board of education.” The county board of education shall review the petition pursuant to Education Code sections 47605(b) & (c).

IV. SUMMARY OF FINDINGS¹

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

A. The petition does not contain reasonably comprehensive descriptions of the required elements under Education code section 47605.

1. The charter petition does not comply with Education Code section 47605(l). Although the petitioners clarified that they understood that all teachers must hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher’s certificated assignment, page 136 of the charter petition states that “other certificated staff” in noncore, non-college preparatory courses and activities may have flexibility in regards to their certification.
2. While the charter petition includes before and after school tutoring in Mandarin by instructional assistants, and peer help from native Mandarin speaking students, the charter lacks information on what structured supports will be provide to students by credentialed teachers during the regular school day to increase language proficiency of non-native speakers.

B. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.

1. It remains unclear if the school leadership have a comprehensive understanding of the services required by law for English learners, how to provide designated time for English learners in public schools, and how to ensure that students are exposed to academic language in the school setting, during the regular school day.
2. The charter school has not secured a facility for its first year of operation and appears to be relying completely on a Proposition 39 offer from Irvine Unified School District. However, it is uncertain if the charter will meet the minimum enrollment requirements to be granted a district facility.
3. During the November 4, 2020 public hearing, no teachers employed by the school district, other employees of the school district, or parents provided comments in support of the

¹ The legal basis for the reviewed items includes the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 *et seq.*; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; California Education Code §§ 47605, 47607, 52052, 49010 *et seq.*; Title V, California Code of Regulations § 11967.5.1.

charter petition. Due to current circumstances that make recruiting difficult, the uncertainty regarding the location of the school's facility, and lack of community support at the public hearing, the school's first-year enrollment may be significantly overestimated.

4. During the clarification meeting, school leaders indicated that the school may rely on the use of Mandarin speaking teachers or instructional aids from China. It is unclear whether such teachers would meet credentialing requirements under Education Code section 47605(1) or if the charter school would incur additional costs not reflected in the budget for recruiting teachers from China.

V. STAFF RECOMMENDATION

Orange County Department of Education staff recommend that the Orange County Board of Education approve with conditions the Irvine International Academy charter school petition and require the execution of an Agreement to address the issues outlined in this Staff Report.

VI. CONCLUSION

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



- Option One: Approve the charter petition as written.
- Option Two: Approve the charter petition with conditions. This action would result in the charter petition being approved and require the execution of an Agreement to address the issues outlined in the Staff Report.
- Option Three: Deny the charter petition.

* * *

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: December 17, 2020
TO: Nina Boyd, Associate Superintendent
FROM: Aracely Chastain, Director, Charter Schools
SUBJECT: Board Action – Irvine International Academy Appeal

Item:  Charter Schools #15
January 6, 2021
[X] Mailed [] Distributed at meeting


DESCRIPTION:

On October 8, 2020, Irvine International Academy submitted an appeal for a charter petition denied by the Irvine Unified School District. The Orange County Board of Education held a public hearing on November 4, 2020, 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 appeal:

- Option One: Approve the charter petition as written.
- Option Two: Approve the charter petition with conditions. This action would result in approval of the charter and require the execution of an Agreement to address the issues outlined in the Staff Report published on December 22, 2020, and establish appropriate timelines for the petitioners to meet the conditions as specified.
- Option Three: Deny the charter petition renewal.

RECOMMENDATION:

Orange County Department of Education staff recommend that the Orange County Board of Education approve with conditions the Irvine International Academy charter petition appeal for an initial five-year charter term from July 1, 2021 through June 30, 2026.

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE THE PETITION FOR A CHARTER SCHOOL
FOR IRVINE INTERNATIONAL ACADEMY**

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

WHEREAS, Education Code section 47605(k)(1)(A)(i) states that if the governing board of a school district denies a petition for the establishment of a charter school, a petitioner may elect to submit the petition to the county board of education. If the petition submitted on appeal contains new or different material terms, the county board of education is required to immediately remand the petition to the school district for reconsideration;

WHEREAS, Education Code section 47605(k)(1)(A)(ii) states that the county board of education is required to review the petition on appeal pursuant to Education Code section 47605(b) and (c). If the denial of the petition by the school district was made pursuant to Education Code section 47605(c)(8), the county board is required to also review the school district's finding that the school district is not positioned to absorb the fiscal impact of the proposed charter school;

WHEREAS, Education Code section 47605(b) states that, after receiving a petition, the County Board must hold a public hearing within 60 days to hold a public hearing to consider the petition, and then 90 days to either grant or deny the petition;

WHEREAS, Education Code section 47605(c) states that the county board of education shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The county board shall grant a charter if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. The county board shall consider the academic needs of the pupils the school proposes to serve;

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

WHEREAS, on October 8, 2020, the Orange County Board of Education (“Board”) received a petition from Western Mandarin Immersion Charter School, Inc., a nonprofit public benefit corporation, for the operation of Irvine International Academy (“Petition”) appealing the denial of its Petition by the governing board of the Irvine Unified School District (“District”) on October 6, 2020;

WHEREAS, on November 4, 2020, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on December 22, 2020, the Board published a Staff Report, with recommended findings, prepared by members of the Orange County Department of Education (“OCDE”) staff.

WHEREAS, on January 6, 2021, the Board at its regular meeting held a public hearing, at which the Petitioners shall have equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the petition.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby reviewed and considered the Petition and all appropriate information received with respect to the Petition, including information presented at the public hearings and in the Staff Report in accordance with Education Code sections 47605(b) and (c);

BE IT FURTHER RESOLVED that the Board approves the Petition for a charter school by Western Mandarin Immersion Charter School, Inc., a nonprofit benefit corporation, for the operation of Irvine International Academy.

BE IT FURTHER RESOLVED that the Board approves the standard Agreement with the understanding that Irvine International Academy will enter into said Agreement that addresses the operational relationship between the School, the Board and OCDE no later than the Board’s regularly scheduled meeting in April 2021. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in April 2021, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 6th day of January 2021, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO APPROVE WITH CONDITIONS THE PETITION FOR A
CHARTER SCHOOL FOR IRVINE INTERNATIONAL ACADEMY**

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

WHEREAS, Education Code section 47605(k)(1)(A)(i) states that if the governing board of a school district denies a petition for the establishment of a charter school, a petitioner may elect to submit the petition to the county board of education. If the petition submitted on appeal contains new or different material terms, the county board of education is required to immediately remand the petition to the school district for reconsideration;

WHEREAS, Education Code section 47605(k)(1)(A)(ii) states that the county board of education is required to review the petition on appeal pursuant to Education Code section 47605(b) and (c). If the denial of the petition by the school district was made pursuant to Education Code section 47605(c)(8), the county board is required to also review the school district's finding that the school district is not positioned to absorb the fiscal impact of the proposed charter school;

WHEREAS, Education Code section 47605(b) states that, after receiving a petition, the County Board must hold a public hearing within 60 days to hold a public hearing to consider the petition, and then 90 days to either grant or deny the petition;

WHEREAS, Education Code section 47605(c) states that the county board of education shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The county board shall grant a charter if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. The county board shall consider the academic needs of the pupils the school proposes to serve;

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

WHEREAS, on October 8, 2020, the Orange County Board of Education (“Board”) received a petition from Western Mandarin Immersion Charter School, Inc., a nonprofit public benefit corporation, for the operation of Irvine International Academy (“Petition”) appealing the denial of its Petition by the governing board of the Irvine Unified School District (“District”) on October 6, 2020;

WHEREAS, on November 4, 2020, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on December 22, 2020, the Board published a Staff Report, with recommended findings, prepared by members of the Orange County Department of Education (“OCDE”) staff.

WHEREAS, on January 6, 2021, the Board at its regular meeting held a public hearing, at which the Petitioners shall have equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the petition.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby reviewed and considered the Petition and all appropriate information received with respect to the Petition, including information presented at the public hearings and in the Staff Report in accordance with Education Code sections 47605(b) and (c);

BE IT FURTHER RESOLVED that the Board hereby adopts the findings and recommendations set forth in the attached Staff Report published on December 22, 2020, which is attached hereto and integrated herein by this reference.

BE IT FURTHER RESOLVED that the Board approves with conditions the Petition subject to conditions to address the findings as specified and adopted in the Staff Report. To satisfy the conditions, Petitioner and the Board must fully execute an Agreement that addresses all of the findings, as well as the operational relationship between the School, the Board, and OCDE, no later than the Board’s regularly scheduled meeting in April 2021. Should the Petitioner and Board fail to reach agreement by the regularly scheduled meeting in April 2021, the Board reserves the right to take further action, including but not limited to revoking its approval of the charter. The terms of this Resolution are severable. Should it be determined that one or more of the findings is invalid, the remaining findings and the board action shall remain in full force and effect. Each finding is, in and of itself, a sufficient basis for the conditional approval.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 6th day of January 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
WESTERN MANDARIN IMMERSION CHARTER SCHOOL, INC.
FOR THE OPERATION OF IRVINE INTERNATIONAL ACADEMY

DRAFT

This Agreement is made and entered into this 6th day of January, 2021 by and between the Orange County Board of Education (“Board”) and Western Mandarin Immersion Charter School, Inc., a nonprofit benefit corporation operating Irvine International Academy, a public charter school, (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

I. INTRODUCTORY PROVISIONS

- A. The Board approved with conditions Charter School’s petition to establish a charter school, which was filed on appeal after denial from Irvine Unified School District, for a five-year period beginning on July 1, 2021 through June 30, 2026, with specific conditions placed upon opening and operations, including entering into this Agreement. The Staff Report and Findings of Fact, submitted to and adopted by the Board is incorporated herein by reference, and identifies the conditions to be met that will be part of the monitoring and oversight of the charter.
- B. Charter School will be operated as or by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Western Mandarin Immersion Charter School, Inc. is a California non-profit public benefit corporation that will operate Charter School. Charter School shall ensure that at all times throughout the term of this charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Western Mandarin Immersion Charter School, Inc. as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the non-profit public benefit corporation’s articles of incorporations within **ten (10) business days** of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms that are inconsistent with the terms of the charter approved on January 6, 2021, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.
- B. The Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in

accordance with Education Code sections 47607 and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to OCDE no sooner than **September 1** and no later than **March 1** of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, Ralph M. Brown Act, Government Code section 1090 et seq. and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
2. Charter School, the Board and OCDE are separate legal entities, and neither the Board nor OCDE shall be liable for the debts and obligations of Charter School.
3. Within **ten (10) business days** of board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the charter school board calendar within **ten (10) business days**.
4. Charter School will provide Brown Act and ethics training to its governing board members and administrative staff within **45 days** of taking office or being hired, or as otherwise agreed with OCDE, and **at least once every year**. Charter School will certify that the trainings have been provided to the specified individuals.

B. Educational Program

1. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study. Charter School may on a case-by-case basis, use short-term independent study contracts for students who receive prior approval for absences due to travel or extended illness. Any such independent study will be limited to occasional, incidental instances of extended absences and must be fully compliant with all independent study statutes and regulations applicable to charter schools.
2. Family Educational Rights and Privacy Act (FERPA): Charter School, its officers and employees will comply with FERPA as well as the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice in Charter School policies and Parent/Student Handbook.

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Education Code section 47630 et seq. Charter School's general-purpose entitlement will be calculated in accordance with Education Code section 47633 et seq. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.

3. Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchases orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.
 - a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide an updated organizational chart of all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans sought for Charter School and repayment of loans shall be the sole responsibility of Charter School.
6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes, and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

1. The Parties agree that neither the Board nor OCDE shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms, but may contract with OCDE for such services by way of a separate written contract.
2. Charter School is responsible for establishing the appropriate funds or accounts in the Orange County Treasury for Charter School and for making the necessary arrangements for Charter School's participation in the State Teachers' Retirement System, the Public Employees' Retirement System, or social security. Nothing in this paragraph shall be interpreted to mean that Charter School must maintain all funds in the County Treasury. If funds are not maintained in the County Treasury, they must be deposited with a federally insured commercial bank or credit union.
 - a) OCDE will only withdraw funds from the Orange County Treasury to a charter school owned bank account. Bank account name must match the charter school name or a Doing Business As (DBA) reference. No fund transfers will be made to a third party.
 - b) Orange County Treasury withdrawals will take place two (2) times per month. The first withdrawal will take place on the 10th day of each month and the second withdrawal will take place at the end of each month.

- c) Charter school's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one month of CalSTRS and CalPERS retirement contributions.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in **April of each year** based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two equal payments during each Fiscal Year: (1) First Payment -- fifty percent (50%) of the Oversight Fee will be paid on or about **January 15**; and (2) Second Payment -- the remaining fifty percent (50%) plus any adjustment necessary to the First Payment, will be paid on or about **June 15**. County Superintendent will bill Charter School for the Oversight Fee that is due and Charter School shall make payment within thirty (30) days from the date of receipt of the bill, or thirty-two (32) days from the date of the bill. If County Superintendent does not receive the payment within the above-specified timeframe, Charter School hereby authorizes County Superintendent to transfer the payment from Charter School account to County Superintendent's account upon expiration of the thirty (30) days from the receipt of the bill or thirty-two (32) days from the date of the bill.

G. Insurance and Liability

1. Charter School will provide certificates of insurance coverage to OCDE prior to opening and annually thereafter. The certificates shall indicate that the Board, County Superintendent, and OCDE are endorsed as additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with any valid and collectible insurance or program of self-insurance carried or maintained by the Board, County Superintendent or OCDE. Exhibit A, Insurance Coverage and Policies, indicates the minimum insurance requirements and is incorporated by reference herein. Charter School shall forward any written notice to OCDE within **three (3) business days** of any modification, change or cancellation of any of the above insurance coverage. It shall be expressly understood that the coverage and limits referenced herein shall not in any way limit the liability of Charter School. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided to Charter School to protect the interests of Charter School as well as OCDE, the Board and the County Superintendent.
2. Charter School shall hold harmless, defend, and indemnify the Board, the County Superintendent, and OCDE, its officers, agents, and employees, from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) which may be made by reason of: 1) any injury to volunteers; and 2) any injury to person or property sustained by any person, firm or Charter School related to any act, neglect, default or omission of Charter School, its officers, employees or agents, including any claims for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors. In cases of such liabilities, claims or demands, Charter School, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the Board, the County Superintendent or OCDE, its officers and employees, and satisfy any resulting

judgments up to the required Agreements that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the Board, the County Superintendent or OCDE to admit liability or to pay any money will require the prior written consent of the Board, the County Superintendent or OCDE, as applicable; and (b) the Board, County Superintendent and/or OCDE may join in the defense with its counsel at its own expense.

3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the Board, the County Superintendent or OCDE, and are not entitled to benefits of any kind or nature normally provided to OCDE employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the charter and this Agreement. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.
4. Required Disclosures: Charter School shall notify OCDE in writing within **three (3) business days** of any pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as applicable laws and regulations may be amended or added during the term of the charter.

H. Human Resources

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

I. Contracts

1. Charter School shall not have the authority to enter into a contract that would bind the Board, County Superintendent and/or OCDE, nor to extend the credit of the Board, County Superintendent and/or OCDE to any third person or party. Charter School shall clearly indicate in writing to vendors and other entities with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the Board, County Superintendent and/or OCDE.
2. Charter School shall ensure that all contracts for goods and services comply with the criteria noted in Title V section 11967.5.1 of California Code of Regulations. Charter School shall comply with bidding requirements tied to receipt of any state, federal or grant funds that require compliance with bidding that is more stringent or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code section 47604.3.
3. Charter School will make every effort to ensure that vendors comply with all reasonable inquiries by OCDE for records and information related to this contract.
4. Charter/Education Management Organization (C/EMO) Contracts:

Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to the charter.

Charter School shall ensure the following for any C/EMO contract:

- a) Require that any C/EMO contract (or revision to an agreement) that is entered into be in compliance with state and federal law and the charter and includes language that:
 - i. None of the principals of either the C/EMO or Charter School has conflicts of interest.
 - ii. C/EMO shall comply with Education Code sections 47604.3 and the California Public Records Act, Government Code section 6250 et. seq.
 - iii. Any provision of the agreement that is in violation of state or federal law or the charter is void.
- b) Upon approval by Charter School board, Charter School shall provide OCDE a copy of the following:
 - i. C/EMO agreement (or revision to an agreement).
 - ii. Evidence that the C/EMO is a nonprofit public benefit corporation.
 - iii. A description of the C/EMO's roles and responsibilities for the management of Charter School and the internal controls that will be put in place to guide the relationship.
 - iv. A list of other schools managed by the C/EMO.
 - v. A list of and background on the C/EMO's leaders and board of directors.

J. Facilities Agreement

- 1. Prior to opening, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long-term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School's needs.
- 2. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, Charter School must request a material revision to the charter petition in order to change facilities. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability) the Parties may waive the pre-opening site visit.

K. Zoning and Occupancy

- 1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site, prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act (ADA) requirements for a K-12 public school.
- 2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statute and regulations regarding submission of such a request to the school district.
- 3. Notwithstanding any language to the contrary in this Agreement, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined in the charter.

The Parties agree that should a dispute arise under this section, to meet to attempt to resolve any concerns within ten calendar days of the dispute.

L. Dispute Resolution

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

IV. MATERIAL REVISIONS

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

V. CHARTER-SPECIFIC CONDITIONS

- A. As a condition of charter petition approval by the Board, Charter School agrees to comply with the conditions as outlined in Exhibit B, Charter-Specific Conditions, by the stated deadlines and which is herein incorporated by reference.
- B. Should Charter School fail to meet the conditions delineated in Exhibit B, the Board reserves the right to take further action including, but not limited to, revoking its approval of the charter.

VI. SEVERABILITY

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

VII. NON-ASSIGNMENT

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

VIII. WAIVER

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

IX. NONDISCRIMINATION

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

X. NOTIFICATION

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

To OCDE at:

Nina Boyd, Associate Superintendent
Orange County Department of Education
200 Kalmus Drive, Costa Mesa CA, 92626

To Western Mandarin Immersion Charter School, Inc. at:

Michael Scott, Ph.D.
Irvine International Academy
19834 Katy Way, Corona, CA 92881

XI. INTEGRATION

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

XII. ORDER OF PRECEDENCE

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

1. This Agreement
2. Documents incorporated by reference to the Agreement, including Exhibit A and Exhibit B
3. The Charter as amended by Charter School and approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating or acting as Charter School, as applicable

For Charter School:

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board:

Date: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A

INSURANCE COVERAGE AND POLICIES

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

1. Property Insurance for replacement value, if offered by the insurance carrier, including coverage for all assets listed in Charter School's property inventory and consumables. If full replacement value coverage is not available, Charter School shall procure property insurance in amounts as close to replacement value as possible and sufficient to protect the school's interests.
2. General Commercial Liability with at least \$2,000,000 per occurrence and \$5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators legal liability, Fire Legal Liability, of Charter School, its governing board, officers, agents, employees, and/or students. The deductible per occurrence for said insurance shall not exceed \$20,000 for any and all losses resulting from negligence, errors and omissions of Charter School, its governing board, officers, agents, employees, and/or students.
3. Workers' Compensation insurance in accordance with the California Labor Code, adequate to protect Charter School from claims under Workers' Compensation Acts, which may arise from Charter School's operation, with statutory limits. The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
4. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
5. Crime Insurance or Fidelity Bond coverage to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School's funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence, with no self-insured retention.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
9. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

EXHIBIT B

CHARTER-SPECIFIC CONDITIONS

As a condition of charter petition approval by the Board, the following charter-specific conditions must be met by August 1, 2021:

1. Charter school shall submit proof of either a final Proposition 39 facility offer and Charter School's notice of Intent to Occupy or a fully-executed facility lease for a private facility sufficient to carry out the instruction program of the school by August 1, 2021.
2. Charter school shall submit a five-day school schedule that includes designated English language development instruction and structured supports for non-native speakers to increase language proficiency during the regular instructional day by August 1, 2021.
3. Charter school shall revise the charter petition to comply with Education Code section 47605(l) regarding teacher credentialing requirements by August 1, 2021.
4. Charter school shall submit a staff roster of employed teachers with appropriate credential information by August 1, 2021.
5. Charter school shall submit a revised budget that reflects current student enrollment, teacher salaries, including benefits, and recruitment costs by August 1, 2021.

**RESOLUTION AND WRITTEN FINDINGS
OF THE ORANGE COUNTY BOARD OF EDUCATION
TO DENY THE PETITION FOR A CHARTER SCHOOL
FOR IRVINE INTERNATIONAL ACADEMY**

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

WHEREAS, Education Code section 47605(k)(1)(A)(i) states that if the governing board of a school district denies a petition for the establishment of a charter school, a petitioner may elect to submit the petition to the county board of education. If the petition submitted on appeal contains new or different material terms, the county board of education is required to immediately remand the petition to the school district for reconsideration;

WHEREAS, Education Code section 47605(k)(1)(A)(ii) states that the county board of education is required to review the petition on appeal pursuant to Education Code section 47605(b) and (c). If the denial of the petition by the school district was made pursuant to Education Code section 47605(c)(8), the county board is required to also review the school district's finding that the school district is not positioned to absorb the fiscal impact of the proposed charter school;

WHEREAS, Education Code section 47605(b) states that, after receiving a petition, the County Board must hold a public hearing within 60 days to hold a public hearing to consider the petition, and then 90 days to either grant or deny the petition;

WHEREAS, Education Code section 47605(c) states that the county board of education shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that the establishment of charter schools should be encouraged. The county board shall grant a charter if it is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the school is proposing to locate. The county board shall consider the academic needs of the pupils the school proposes to serve;

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

WHEREAS, on October 8, 2020, the Orange County Board of Education (“Board”) received a petition from Western Mandarin Immersion Charter School, Inc., a nonprofit public benefit corporation, for the operation of Irvine International Academy (“Petition”) appealing the denial of its Petition by the governing board of the Irvine Unified School District (“District”) on October 6, 2020;

WHEREAS, on November 4, 2020, the Board held a public hearing on the Petition and received public comment thereon;

WHEREAS, on December 22, 2020, the Board published a Staff Report, with recommended findings, prepared by members of the Orange County Department of Education (“OCDE”) staff.

WHEREAS, on January 6, 2021, the Board at its regular meeting held a public hearing, at which the Petitioners shall have equivalent time and procedures to present evidence and testimony to respond to the staff recommendations and findings, to grant or deny the petition.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby reviewed and considered the Petition and all appropriate information received with respect to the Petition, including information presented at the public hearings and in the Staff Report in accordance with Education Code sections 47605(b) and (c);

BE IT FURTHER RESOLVED that the Board hereby adopts the findings set forth in the attached Staff Report published on December 22, 2020, which is attached hereto and integrated herein by this reference, and the Board further finds as follows:

- (1) The petition does not contain reasonably comprehensive descriptions of the required elements set forth in Education Code section 47605, subdivisions (b)(5)(A-P); and
- (2) The petitioners are demonstrably unlikely to implement successfully the program presented in the petition.

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

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
_____)

I, Darouny Sisavath, Clerk of the Orange County Board of Education, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on the 6th day of January 2021, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

BY:

Clerk of the Orange County Board of Education

ORANGE COUNTY DEPARTMENT OF EDUCATION

BOARD AGENDA ITEM

Item: Board Recommendations #16

January 6, 2021

☒ Mailed ☐ Distributed at meeting

DATE: January 6, 2021



TO: Nina Boyd, Associate Superintendent

FROM: Ken L. Williams, D.O., Board President

SUBJECT: Resolution regarding Superintendent's Failure to Pay for Legal Services

RECOMMENDATION:

Action on resolution regarding Orange County Superintendent of Education failure of payment for legal services.

**Resolution of Misfeasance and Maladministration
Orange County Superintendent of Education
Failure of Payment for Legal Services**

Whereas, state Education Codes 1042(d) allows county boards of education to contract with and employ any persons for the furnishing to the county board of education (Board) of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if these persons are specially trained and experienced and competent to perform the special services required; and

Whereas, the Orange County Board of Education (OCBE) has received several letters threatening litigation from the Freedom from Religion Foundation (FFRF), and Americans United for Separation of Church and State (AUSCS) regarding alleged "unconstitutional prayer at Orange County Board of Education meetings"; and to "immediately refrain" from further invocations; and

*Whereas, previous letters received from the FFRF and AUSCS claimed that OCBE's policy and practice of permitting invocations, approving resolutions honoring religious and cultural events, and the display of "In God We Trust" in the board meeting were unconstitutional. These letters specifically cited several legal cases including the Federal District Court ruling in *Freedom From Religion Foundation, Inc. v. Chino Valley Unified School District Board of Education* case to support some of its arguments; and*

Whereas, the OCBE declared in an earlier board resolution "a need for legal counsel to protect the interests of the OCBE"; and that the legal services given and received by the board were rendered based on legal expertise in first amendment litigation; and

Whereas, the Board established a formal contractual relationship per state Education Code 1042(d) with the Law Firm of Tyler & Bursch, LLP, and special, interim counsel, Greg Rolan from Haight Bonsteel and Brown, to represent the board's interest in this potential litigation threatened by the FFRF and AUSCS; and

Whereas, the Orange County Superintendent of Education (OCSE), Al Mijares, and Board are currently involved in active litigation regarding the unilateral decision by the OCSE in the hiring of the General Counsel (GC) for the Orange County office of education. The board believes the unlawful and unilateral hiring of the GC position by Mijares is in violation of Education code 35041.5, and current litigation by the two governing entities regarding the unlawful hiring of the county office of education GC creates an actual conflict between the OCBE, the OCSE and all his employees including the General Counsel; and

Whereas, all legal invoices from the above law firms have been approved by the Board and submitted to the OCSE for payment; and

Whereas, at the December 3, 2020 OCBE meeting after directed questions by members of the Board, OCSE AL Mijares, told the board in open public that the board approved legal invoices for the above two referenced law firms have not been approved or paid by him. Further, Mijares stated that the legal services received by the Board despite the actual conflict of interest should have been first rendered by the current unilateral hired GC; and

Therefore, Mijares knowingly and willfully denied the Board's authorized payment for valid and true legal services rendered to the board in violation of state education codes 1042(d), 1500, 1602

Further, the Board considers the decisions and actions of Mijares to be evidence of misfeasance, maladministration, failure to follow state education codes, and willful neglect of his statutory duties as an ex-officio secretary of the Board; and