Item: Agenda - August 5, 2026

REGULAR MEETING
August 5, 2026
2:00 p.m.

[X] Mailed [ ] Distributed at meeting

Location: Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626
YouTube Livestream: https://www.youtube.com/live/Inz6xx6zncg

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 August 5, 2026 – Adoption

(*) MINUTES — Regular Meeting of July 8, 2026 – Approval

PUBLIC COMMENTS (related to Closed Session)

TIME CERTAIN

1. Inter-district Appeal Hearing (Closed) – Student #080520260011 - Cypress School District to Los Alamitos Unified School District.

2. Inter-district Appeal Hearing (Closed) – Student #080520260021 - Garden Grove Unified School District to Ocean View School District.

3. Inter-district Appeal Hearing (Closed) – Student #080520260031 - Capistrano Unified School District to Newport Mesa Unified School District.

4. Inter-district Appeal Hearing (Closed) – Student #080520260041 - Anaheim Elementary School District to Newport Mesa Unified School District.

5. Inter-district Appeal Hearing (Closed) – Student #080520260051 - Garden Grove Unified School District to Newport Mesa Unified School District.

6. Inter-district Appeal Hearing (Closed) – Student #080520260061 - Anaheim Elementary School District to Newport Mesa Unified School District.

CLOSED SESSION 1 — CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential litigation pursuant to (d) (4) of Government Code Section 54956.9

INVOCATION

5:00 p.m.

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS (General)

ORGANIZATIONAL MEETING

(*) 7. Nominate and approve Board member assignments for Fiscal Year 2026-2027.

CONSENT CALENDAR

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

(*) 9. Accept the 4th Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of April 1 to June 30, 2026.

CHARTER SCHOOLS

10. Charter submissions

(*) 11. Charter School Public Hearing – Orange Springs Charter School Material Revision
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.
Discussion Format
Orange Springs Charter School
Public Comments
Board Questions

(*) 12. Charter School Public Hearing – Excel Academy Charter School-Irvine Appeal Petition
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.
Discussion Format
Excel Academy Charter School
Irvine Unified School District
Public Comments
Board Questions

(*) 13. Board action – Excel Academy Charter School-Irvine Appeal Petition.

(*) 14. Charter School Public Hearing – International School for Science and Culture Material Revision
Aracely Chastain, Executive Director, Charter Schools Unit, will facilitate the public hearing.

Discussion Format
International School for Science and Culture
Public Comments
Board Questions

(*) 15. Board Action – International School for Science and Culture Material Revision.

(*) 16. Board Action – Suncoast Charter School Agreement/MOU.

BOARD RECOMMENDATIONS

(*) 17. Board Ad Hoc Committee to recommend board liaison.

PRESENTATIONS

18. Heads Up Checkup Presentation – Dr. Martin Eaton, Licensed Clinical Psychologist & Dr. Maria Martinez-Poulin, Chief of ACCESS

TIME CERTAIN

19. Public Hearing – Textbooks and Instructional Materials, Dr. Maria Martinez-Poulin, Chief of Alternative Education, ACCESS will facilitate.

(*) 20. Adopt Resolution # 21-26 stating that each pupil of the county office has available textbooks and instructional materials.

Recess Regular Board Meeting to a Meeting of the Orange County Department of Education Facilities Corporation.

STAFF RECOMMENDATIONS

(*) 21. Approve the ACCESS and Connections 2025-2026 Proposition 28 Annual Report for submission to the California Department of Education.

(*) 22. Approve the College and Career Preparatory Academy (CCPA) 2025-2026 Proposition 28 Annual Report for submission to the California Department of Education.

(*) 23. Pursuant to Education Code section 17604, authorize Renee Hendrick, Deputy Superintendent or David Giordano, Associate Superintendent, Administrative Services to execute on behalf of the Orange County Board of Education the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions for the property located at 601 South Lewis Street, Orange, California 92868, subject to Board ratification, and to make any necessary deposits or payments pursuant to the agreement.

(*) 24. Approve Resolution #22-26 Effective August 5, 2026, authorizing David Giordano, Associate Superintendent, Administrative Services of the Orange County Department of Education to serve as the representative to physically sign all documents and papers or submit documents via Office of Public School Construction (OPSC) online that are associated with the State Allocation Board (SAB)-Administered Program(s).

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

ANNOUNCEMENTS
- Superintendent
- Deputy Superintendent

LEGISLATIVE UPDATES

COMMITTEE REPORT

BOARD MEMBER COMMENTS

CLOSED SESSION(S) PUBLIC REPORT OUT

ADJOURNMENT

Renee Hendrick
Assistant Secretary, Board of Education

Next Regular Board Meeting – Wednesday, September 2, 2026, at 5:00 p.m.
Location - Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube Livestream.

Individuals with disabilities requiring special accommodation, including agenda or agenda packet materials in alternative formats or auxiliary aids and services, may request assistance by contacting Darou Sisavath, Board Clerk, at (714) 966-4012.

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

Item: Meeting Minutes - July 8, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION
MINUTES

WELCOME

CALL TO ORDER

The Regular Meeting of the Orange County Board of Education was called to order by President Barke at 2:33 p.m., July 8, 2026, in the Board Room, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream https://www.youtube.com/live/NjRk0K4yj7U.

ROLL CALL

Present:
Jorge Valdes, Esq.
Tim Shaw
Mari Barke
Ken L. Williams, D.O.

Absent:
Lisa Sparks, Ph.D. (arrived at approximately 3:28 p.m.)

AGENDA

Motion by Valdes, seconded by Williams, and carried by a vote of 4-0 (Sparks Absent) to approve the agenda for the July 8, 2026, Regular Meeting.

MINUTES

Motion by Valdes, seconded by Williams, and carried by a vote of 4-0 (Sparks Absent) to approve the minutes of the Regular meeting of June 17, 2026.

TIME CERTAIN

The Board recessed into closed session at 2:34 p.m. to conduct student appeal hearings and closed session items.

1. Inter-district Appeal Hearing (Closed) – Student #070820260011 - Capistrano Unified School District to Newport Mesa Unified School District.

   Motion by Barke, seconded by Williams, and carried by a vote of 4-0 (Sparks Absent) to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2026-2027).

2. Inter-district Appeal Hearing (Closed) – Student #070820260021 - Capistrano Unified School District to Newport Mesa Unified School District.

   Motion by Barke, seconded by Williams, and carried by a vote of 4-0 (Sparks Absent) to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2026-2027).

3. Inter-district Appeal Hearing (Closed) – Student #070820260031 - Capistrano Unified School District to Newport Mesa Unified School District.

Motion by Barke, seconded by Williams, and carried by a vote of 4-0 (Sparks Absent) to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2026-2027).

4. Inter-district Appeal Hearing (Closed) – Student #07082026004I - Huntington Beach Union High School District to Newport Mesa Unified School District.

Motion by Williams, seconded by Barke, and carried by a vote of 4-0 (Sparks Absent) to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2026-2027).

Note — Trustee Sparks and Trustee Shaw joined the meeting at approximately 3:28 p.m.

5. Inter-district Appeal Hearing (Closed) – Student #07082026005I - Lake Elsinore Unified School District to Newport Mesa Unified School District.

Motion by Barke, seconded by Valdes, and carried by a vote of 3-2 (Barke, Valdes, and Shaw voted Yes; Williams and Sparks voted No) to approve the appeal and allow the student to attend the Newport-Mesa Unified School District for the period of one academic year (2026-2027).

CLOSED SESSION 1 — CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Potential litigation pursuant to (d) (4) of Government Code Section 54956.9

CLOSED SESSION 2 — Government Code Section 54956.8
Conference regarding real property located at Argosy, 601 S. Lewis Street, Orange, CA 92868.

The Board reconvened in open session at 5:02 p.m.

INVOCATION

Luke Shaw

PLEDGE OF ALLEGIANCE

The Bean Family

INTRODUCTIONS — There were no introductions at this meeting.

ORGANIZATIONAL MEETING

6. Oath of Office – The Bean Family administered the oath of office to Orange County Superintendent of Schools, Stefan Bean, Ed.D.

8. Oath of Office – Linda Lindholm, former OCBE Trustee, administered the oath of office to re-elected Board Member, Lisa Sparks, Ph.D., Trustee Area 5.

7. Oath of Office - Linda Lindholm, former OCBE Trustee, administered the oath of office to re-elected Board Member, Mari Barke, Trustee Area 2.

9. Election of Officers for 2026-2027 Term – President Barke, presided for the election of President of the Board, Vice President, and Clerk of the Board.

Motion by Barke, seconded by Williams, and carried by a vote of 5-0 to elect Trustee Shaw as Board President for the 2026–2027 term, following a nomination made by Barke.

Motion by Shaw, seconded by Barke, and carried by a vote of 5-0 to elect Trustee Valdes as the Board Vice President for the 2026-2027 term, following a nomination made by Shaw.

Motion by Shaw, seconded by Valdes, and carried by a vote of 5-0 to elect Trustee Williams as the Clerk of the Board for the 2026-2027 term, following a nomination made by Shaw.

Acknowledgment of Service of Outgoing Board President
New Board President Tim Shaw thanked outgoing Board President Mari Barke for her leadership and encouragement to serve on the Orange County Board of Education. He expressed his appreciation for the confidence of his fellow trustees and his commitment to serving as Board President.

The Board took a recess from 5:15 p.m. to 5:24 p.m.

PUBLIC COMMENTS (General)

- Ron
- Rudi
- Maria
- Katherine
- Marcia

CONSENT CALENDAR Motion by Sparks, seconded by Barke, and carried by a vote of 5-0 to approve Consent Calendar items #10 through #17.

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

11. Approve disbursement of funds for Orange County Board of Education professional organization membership dues in the amount of $250.00 for Orange County School Boards Association (OCSBA), 2026-2027 fiscal year.

12. Approve disbursement of funds for Orange County Board of Education professional organization membership dues in the amount of $50.00 for PTA, 2026-2027 fiscal year.

13. Approve registration and travel for Board Members to attend education related events/meetings sponsored by California School Boards Association (CSBA), effective July 1, 2026, for the 2026-2027 fiscal year.

14. Approve registration and travel for Board Members to attend education related events/meetings sponsored by California Charter Schools Association (CCSA), effective July 1, 2026, for the 2026-2027 fiscal year.

15. Approve registration and travel for Board Members to attend education related events/meetings sponsored by Orange County School Boards Association (OCSBA), effective July 1, 2026, for the 2026-2027 fiscal year.

16. Approve registration and travel for Board Members to attend education related events/meetings sponsored by National Alliance for Public Charter Schools, effective July 1, 2026, for the 2026-2027 fiscal year.

17. Approve registration and travel for Board Members to attend education related events/meetings sponsored by the Association of California County Boards of Education, effective July 1, 2026, for the 2026-2027 fiscal year.

CHARTER SCHOOLS

18. Charter submissions – Orange Springs Charter School

19. Charter School Public Hearing – Excel Academy Charter School
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
    - Heidi Gasca, Superintendent, Excel Academy
    - Heather Ferenc, Director of Education, Excel Academy
    - Jenny Craig, Director of Compliance and Special Programs, Excel Academy
    - Joe, CBO, Excel Academy
    - Cassie Parham, Superintendent, Irvine Unified School District
    - Connie Stone, Board Member, Irvine Unified School District
    - Stan Machesky, Assistant Superintendent of Education Services
    - John Fogarty. Assistant Superintendent of Business and CFO, Irvine Unified School District

PUBLIC COMMENTS (Item #19 Only)

- Jeff
- Joshua
- Michael
- Audrey
- Radene
- Sophia
- James
- Jane
- Jeff

- Katie
- April
- Nini

The Board took a recess from 6:53 p.m. to 7:00 p.m.

20. Charter School Public Hearing – International School for Science and Culture
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
    - Dr. Padmini Srinivasan, Executive Director, ISSAC
    - Patricia Hirano, ISSAC
    - Felipe Wahashi, ISSAC
    - Teresa, Director of Facilities

PUBLIC COMMENTS (Item #20 Only)
- Tara
- Sharissa
- Michael
- Sarah
- Eduardo
- Cristina
- Adriana
- Viridiana

21. Charter School Public Hearing – Explore Academy Charter School
Aracely Chastain, Executive Director, Charter Schools Unit, facilitated the public hearing.
    - Cecilia Iglesias, Executive Director, Explore Academy
    - Lloyd Boucher, Board President, Explore Academy
    - Dr. Marilia Balas, Board Member
    - Joanne, DMS Representative
    - Sarah Kollman, Young, Minney & Corr (joined via Zoom)

PUBLIC COMMENTS (Item #21 Only)
- Lili
- Gloria
- Liz
- Gloria
- Joel

22. Motion by Williams, seconded by Valdes, and carried by a vote of 5-0 adopt the resolution revoking the charter of Explore Academy Charter School.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

ANNOUNCEMENTS
- Superintendent – No updates at this meeting.

- Deputy Superintendent
  - Next board meeting is on August 5, board deadline on July 22, and board packet delivery scheduled for Friday, July 31.
  - Currently there are six appeals for the August agenda.

LEGISLATIVE UPDATES

BOARD MEMBER COMMENTS

- Trustee Barke acknowledged Ron Flores' public comments, expressing concern about student outcomes and emphasizing the importance of ensuring students receive the education and skills needed for future success.
- Trustee Valdes expressed disappointment regarding the Board's action to revoke a charter, noting the Board's longstanding support for charter schools. He also acknowledged concerns raised during public comment by an ACCESS teacher and encouraged the individual to contact him directly so the matter could be discussed with the County Superintendent.
- Trustee Shaw commented that charter school enrollment represents a small percentage of Orange County's total K–12 student population and noted that charter schools are not the primary cause of declining enrollment in traditional public schools.

CLOSED SESSION(S) PUBLIC REPORT OUT

ADJOURNMENT — On a motion duly made and seconded, July 8, 2026, board meeting adjourned at 9:11 p.m.

Renee Hendrick
Assistant Secretary, Board of Education

Tim Shaw
President, Board of Education

Next Regular Board Meeting – Wednesday, August 5, 2026
Location - Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube Livestream

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Item: Organizational Meeting #7

August 5, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION
2026-2027
BOARD MEMBER ASSIGNMENTS

Assignment	2025-26 Fiscal Year	2026-27 Fiscal Year
Executive Committee *(monthly)*	Barke Shaw	Shaw Valdes
OCSBA *(2 ACSA/OCSBA dinner meetings; 4 Board of Directors Meetings; 3 Fiscal Seminars; 2 Educational Topics Central (ETC) meetings)*	Williams	
PTA Liaison *(4 meetings)*	Sparks Valdes	
ACCBE	Williams	

RECOMMENDATION:

Nominate and approve Board member assignments for the 2026-2027 fiscal year.

Item: Consent Calendar #8

August 5, 2026

[X] Mailed [ ] Distributed at meeting

Board Agenda Item
Diploma Approval
June 30, 2026 - July 21, 2026

STEFAN BEAN, Ed.D.
County Superintendent of Schools

ORANGE COUNTY BOARD OF

EDUCATION BOARD AGENDA ITEM

DATE: August 5th, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Maria Martinez-Poulin Ed.D., Chief of Alternative Education - ACCESS

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 and the Division of Special Education Services 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 and the Division of Special Education Services.

MMP

Page 13 removed (CONFIDENTIAL STUDENT INFORMATION)

Item: Consent Calendar #9

August 5, 2026

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ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent of Operations

FROM: Sandra Lee, Ed.D., Associate Superintendent

SUBJECT: Acceptance of 4th Quarter Report on Williams Uniform Complaints for the Orange County Department of Education ACCESS and Connections

California Education Code section 35186(e) requires that school districts and county operated programs report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The enclosed report indicates that no complaints were filed for ACCESS or Connections schools during the period of April 1 to June 30, 2026.

RECOMMENDATION:

Accept the 4th Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of April 1 to June 30, 2026.

SL:ag

Orange County Department of Education
Educational Services Division

Williams Settlement Legislation

Fourth Quarter Report on Williams Uniform Complaints

April 1 – June 30, 2026

Education Code section 35186(e) requires that school districts and county operated programs report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the County Superintendent of Schools and their governing board. This report includes the number of complaints filed, if any, by general subject area and identifies the number of resolved and unresolved complaints.

Orange County Department of Education ACCESS and Connections

ACCESS Schools

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Connections Schools

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Hearing – Orange Springs Charter School material revision

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DESCRIPTION:

On July 8, 2026, Orange Springs Charter School submitted a request for a material revision to its charter to remove the proposed facility in Anaheim and add a school site within the boundaries of Fullerton School District, with operations scheduled to begin in fall 2027.

RECOMMENDATION:

Pursuant to California Education Code 47607 and 47605.6, the Orange County Board of Education will hold a public hearing to consider the level of support for the proposed material revision at its August 5, 2026, meeting.

Item: Charter Schools #12

ORANGE COUNTY BOARD OF August 5, 2026

BOARD AGENDA IT [X] Mailed [ ] Distributed at meeting

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Hearing – Excel Academy Charter School-Irvine Appeal Charter Petition

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DESCRIPTION:

On May 22, 2026, Excel Academy Charter Schools, a California nonprofit public benefit corporation, submitted an appeal to operate Excel Academy Charter School-Irvine after denial by the Irvine Unified School District governing board.

The Orange County Board of Education held a public hearing on July 8, 2026, to consider the level of support for the appeal petition.

RECOMMENDATION:

Under California Education Code section 47605, on August 5, 2026, the Orange County Board of Education will hold a public hearing to grant or deny the Excel Academy Charter School-Irvine 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 report and recommendation published on July 21, 2026.

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Director, Charter Schools Unit

SUBJECT: Board Action – Excel Academy Charter School-Irvine Appeal Charter Petition

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DESCRIPTION:

On May 22, 2026, Excel Academy Charter Schools, a California nonprofit public benefit corporation, submitted an appeal to operate Excel Academy Charter School-Irvine after denial by the Irvine Unified School District governing board.

Per California Education Code 47605, the Orange County Board of Education held public hearings on July 8, 2026, and August 5, 2026.

The Staff Report and Recommendation was published on July 21, 2026.

RECOMMENDATION:

Orange County Department of Education staff recommends that the Board approve the appeal charter petition for a five-year term beginning July 1, 2026, through June 30, 2031.

If the Board approves the petition, staff will work with the charter school to execute the Board-approved Agreement as directed, but no later than before charter operations begin.

Orange County
Department of Education
STEFAN BEAN, Ed.D. | County Superintendent of Schools

MEMORANDUM

Date: July 21, 2026

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Subject: Staff Report and Recommendation – Excel Academy Charter School-Irvine Appeal Petition

Executive Summary

Excel Academy Charter School–Irvine filed an appeal with the Orange County Board of Education ("Board") following the Irvine Unified School District's denial of its charter petition.

The Orange County Department of Education ("OCDE") reviewed the petition, supporting documentation submitted with the appeal, the administrative record, and information presented during the public hearing and clarification meeting. Based on that review, OCDE staff recommends that the Board approve the appeal petition for a five-year term beginning July 1, 2026, through June 30, 2031.

Background

On February 2, 2026, Excel Academy Charter Schools submitted to IUSD, a petition to establish Excel Academy Charter School–Irvine within the boundaries of IUSD. The petition proposes a nonclassroom-based charter school serving students in transitional kindergarten through grade twelve.

On May 19, 2026, IUSD unanimously denied the petition. IUSD's denial of the petition was not made pursuant to Education Code section 47605(c)(8).

On May 22, 2026, the Board received the appeal and conducted a public hearing on July 8, 2026, to consider the level of support for the petition by parents and employees of the school district.

OCDE staff conducted a clarification meeting with representatives of the petitioner on July

1, 2026, to confirm staff's understanding of the petition.

Legal Standards

Education Code section 47605(k)(1)(A)(i) authorizes a county board of education to review a charter petition following denial by a school district governing board in accordance with the requirements of Education Code section 47605(b) and (c).

Education Code section 47605(c) provides that a charter petition for the operation of a school shall be granted if the Board is satisfied that granting the charter is consistent with sound educational practice and with the interests of the community in which the charter school proposes to locate. In making its determination, the Board shall consider the academic needs of the pupils the charter school proposes to serve.

The Board may deny the petition only by making written factual findings, specific to the particular petition, setting forth specific facts supporting one or more of the grounds identified in Education Code section 47605(c).

Staff Analysis

Excel Academy Charter School–Irvine ("EACS-Irvine") will be operated by Excel Academy Charter Schools ("EACS"), a tax-exempt 501(c)(3) nonprofit public benefit corporation. EACS currently operates two charter schools: Excel Academy Charter School–Warner, authorized by the Warner Unified School District in San Diego County, and Excel Academy Charter School–Helendale, authorized by the Helendale School District in San Bernardino County.

EACS-Irvine proposes to operate as a nonclassroom-based charter school serving transitional kindergarten through grade 12.

Staff determined that the appeal was timely filed, does not contain new or different material terms from the petition submitted to the Irvine Unified School District, and includes the affirmations required by Education Code section 47605(e).

Based on its review of the petition, supporting documentation submitted with the appeal, and information presented during the public hearing and clarification meeting, staff determined that the petition satisfies the requirements of Education Code section 47605 and did not identify any statutory basis for denial under Education Code section 47605(c).

Recommendation

OCDE staff recommends that the Board approve the charter petition on appeal for a five-year term commencing July 1, 2026, and ending June 30, 2031.

If the Board approves the petition, OCDE staff will work with the charter school to execute the Board-approved Agreement as directed, but no later than before charter operations begin.

Options for Board Action

The Board has the following options:

Option One: Approve the appeal petition and grant the charter for a five-year term.

Option Two: Approve the appeal petition subject to conditions established by the Board.

Option Three: Deny the appeal petition upon making written factual findings required by Education Code section 47605(c).

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AGREEMENT BETWEEN

ORANGE COUNTY BOARD OF EDUCATION AND

EXCEL CHARTER SCHOOLS

FOR THE OPERATION OF EXCEL ACADEMY CHARTER SCHOOL-IRVINE

This Agreement is made and entered into this 5, August 2026, by and between the Orange County Board of Education ("Board") and Excel Academy Charter Schools, a nonprofit public benefit corporation operating Excel Academy Charter School-Irvine (hereinafter collectively referred to as "Charter School"). Hereinafter, the Board and Charter School shall be collectively referred to as "the Parties," and the Board-designated staff of the Orange County Superintendent of Schools ("County Superintendent") shall be referred to as "OCDE."

I. INTRODUCTORY PROVISIONS

A. The Board approved the Charter School's petition for a five-year period from July 1, 2026, through June 30, 2031.

B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Excel Academy Charter Schools is the California nonprofit public benefit corporation operating the Charter School. Charter School shall ensure that at all times throughout the term of its 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 Excel Academy Charter Schools 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 nonprofit public benefit corporation's articles of incorporation 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 inconsistent with the terms of the charter approved on August 5, 2026, 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, 47607.2, 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, the Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, 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. OCDE is not the chartering authority and shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School. The Board, as the chartering authority, shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).

3. Within ten (10) business days of Charter School 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 pursuant to Government Code section 53232 et seq. to its governing board members and administrative staff within six months of taking office or becoming employed, and on-going training as required by law. Charter School will certify that the training has 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 and 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 of such in Charter School policies and Parent/Student Handbook.

3. Sound Educational Program: Charter School shall maintain courses of study, curriculum and teaching methods fully compliant with state and federal law. Such compliance includes, but is not limited to, requiring adherence to all applicable anti-discrimination laws, including, but not limited to, Title VI of the Civil Right Act of 1964, and preventing or rescinding federal funding for LEAs which support gender ideology or discriminatory equity ideology ("DEI") in K-12 curriculum, instruction, programs or activities. Children attending Charter School shall not: (1) be compelled to adopt identities as either victims or oppressors solely based on their skin color and other immutable characteristics; (2) be made to question whether they were born in the wrong body and whether to view their parents and their reality as enemies to be blamed; (3) be imprinted with anti-American, subversive, harmful and false ideologies such as, but not limited to, Critical Race Theory; and, (4) be assisted, encouraged or facilitated in any gender transition plan without parental consent. Charter School shall review and approve all individual teacher curriculum class materials provided to students before such materials are distributed.

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Chapter 6 (commencing with Section 47630) of Division 4 of Title 2 of the Education Code. 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, purchase 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 documentation identifying 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 received by the 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 ("CalSTRS"), the Public Employees' Retirement System ("CalPERS"), 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 (1) month of CalSTRS and CalPERS retirement contributions if participating in CalSTRS or CalPERS.

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 (2) equal payments during each Fiscal Year: (1) fifty percent (50%) on or about January 15; and (2) the remaining fifty percent (50%) plus any necessary adjustment on or about June 15.

   County Superintendent shall invoice Charter School for the Oversight Fee that is due, and Charter School shall remit payment within thirty (30) days of receipt of the invoice, or thirty-two (32) days from the invoice date. If payment is not received within that timeframe, Charter School hereby authorizes the County Superintendent to transfer the unpaid amount from Charter School's Treasury account to the County Superintendent's account.

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 indicate 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 is 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 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 known 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 may be amended or added during the term of the charter.

H. Human Resources

CalSTRS and CalPERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all CalSTRS and CalPERS 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 bidding requirements tied to receipt of any state, federal, local 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 7920.000 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 statutes and regulations regarding submission of such a request to the school district.

3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined

in the charter. The Parties agree that should a dispute arise under this section, they will meet to attempt to resolve any concerns within ten (10) calendar days of the dispute.

L. Dispute Resolution

The Parties acknowledge and agree that in addition to the provisions of the charter, dispute resolution procedures shall be consistent with applicable laws and regulations, including Education Code section 47607(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., Charter 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. COMPLAINT PROCEDURES

Charter School shall adopt Uniform Complaint Procedures in accordance with California law. Furthermore, Charter school shall adopt and maintain policies and procedures to address parent and student concerns and/or complaints. Uniform Complaint Procedures and parent/student complaint procedures shall be communicated to parents and students annually in a format to be determined by Charter School.

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:
Renee Hendrick, Deputy Superintendent Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626-5922

To Excel Academy Charter Schools at:
Heidi Gasca, Superintendent/CEO
Excel Academy Charter School - Irvine
1 Technology Drive
Irvine, CA 92618

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 approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating as the Charter School

For Charter School		For the Board	
Date:	_____	Date:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	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 unavailable, 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, and 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 employer's 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

RESOLUTION NO.

RESOLUTION OF THE ORANGE COUNTY BOARD OF EDUCATION APPROVING THE CHARTER PETITION FOR EXCEL ACADEMY CHARTER SCHOOL-IRVINE

WHEREAS, the Charter Schools Act of 1992, (Education Code section 47600 et seq.), authorizes the Orange County Board of Education to consider appeals from the denial of charter school petitions by school district governing boards; and

WHEREAS, on May 19, 2026, the Governing Board of the Irvine Unified School District denied the petition submitted by Excel Academy Charter Schools, a California nonprofit public benefit corporation, to establish and operate Excel Academy Charter School-Irvine ("Charter School"); and

WHEREAS, following the denial, the petitioner timely submitted the charter petition on [DATE] to the Orange County Board of Education; and

WHEREAS, on July 8, 2026, the Orange County Board of Education conducted the required public hearing to consider the level of support for the proposed charter school by teachers employed by the school district, other employees of the school district, and parents; and

WHEREAS, Orange County Department of Education staff reviewed the charter petition, the supporting documentation submitted by the petitioner, the administrative record developed before the Irvine Unified School District, and information provided by the petitioner during the appeal process and clarification meeting held on July 1, 2026, and prepared a staff report containing its analysis and recommendation for consideration by the Orange County Board of Education, which was published on July 21, 2026, in accordance with Education Code section 47605(b); and

WHEREAS, on August 5, 2026, the Orange County Board of Education considered the appeal at a duly noticed public meeting, and held a public hearing, at which the Petitioners had, at minimum, equivalent time and procedures to present evidence and testimony to respond to the staff recommendation; and

WHEREAS, after consideration of the petition, the administrative record, the Superintendent's recommendation, documentary evidence, public testimony, and all other relevant information, the Orange County Board of Education has determined that the

petition satisfies the requirements of the Charter Schools Act governing the approval of charter petitions on appeal.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Education hereby approves the charter petition submitted by Excel Academy Charter Schools for the establishment of Excel Academy Charter School–Irvine.

BE IT FURTHER RESOLVED that the charter shall become effective in accordance with the terms approved by the Orange County Board of Education and applicable provisions of the California Education Code.

BE IT FURTHER RESOLVED that, prior to the commencement of charter school operations, the petitioner shall execute the Orange County Board of Education's Charter School Operational Agreement governing the operational relationship among the Charter School, the Orange County Board of Education, and the Orange County Department of Education.

BE IT FURTHER RESOLVED that if the parties are unable to execute the Charter School Operational Agreement prior to the commencement of operations, the Orange County Board of Education reserves all rights and remedies available under applicable law.

BE IT FURTHER RESOLVED that if any provision of this Resolution is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I, Tim Shaw, President of the Board, hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the Orange County Board of Education held on August 5, 2026, by the following vote:

AYES: _____

NOES:_____

ABSENT:_____

ABSTAIN:_____

By: _____
Tim Shaw, President
Orange County Board of Education

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Hearing – International School for Science and Culture Material Revision

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DESCRIPTION:

On June 23, 2026, International School for Science and Culture submitted a request for a material revision to its charter to add an additional instructional facility within the boundaries of Newport-Mesa Unified School District.

The Orange County Board of Education held a public hearing on July 8, 2026, to consider the level of support for the proposed material revision.

RECOMMENDATION:

Under California Education Code section 47607 and 47605, on August 5, 2026, the Orange County Board of Education will hold a public hearing to grant or deny the International School for Science and Culture revised 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 report and recommendation published on July 21, 2026.

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools

SUBJECT: Public Action – International School for Science and Culture Material Revision

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DESCRIPTION:

On June 23, 2026, International School for Science and Culture submitted a request for a material revision to its charter to add an additional instructional facility within the boundaries of Newport-Mesa Unified School District.

Per California Education Code section 47605, the Orange County Board of Education held public hearings on July 8, 2026, and August 5, 2026.

The Staff Report and Recommendation was published on July 21, 2026.

RECOMMENDATION:

Orange County Department of Education staff recommends that the Board approve the revised charter petition.

Orange County
Department of Education
STEFAN BEAN, Ed.D. | County Superintendent of Schools

MEMORANDUM

Date: July 21, 2026

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Subject: Staff Report and Recommendation – International School for Science and Culture Material Revision

Executive Summary

International School for Science and Culture ("ISSAC") submitted a request for a material revision to its charter to add an additional instructional facility within the boundaries of Newport-Mesa Unified School District.

Orange County Department of Education ("OCDE") staff reviewed the revised charter petition, supporting documentation, and information presented during the public hearing. Based on that review, OCDE staff recommends that the Orange County Board of Education ("Board") approve the revised charter petition.

Background

ISSAC is a classroom-based charter school serving students in transitional kindergarten through grade eight within the boundaries of the Newport-Mesa Unified School District.

The Board approved the ISSAC charter petition for a five-year term, effective July 1, 2019, through June 30, 2024. Due to automatic statutory extensions, the charter term was extended through June 30, 2027.

On June 23, 2026, ISSAC submitted to the Board a request for a material revision to add an additional instructional facility within the boundaries of Newport-Mesa Unified School District. On July 8, 2026, the Board held a public hearing to consider the level of support for the proposed revision.

Legal Standards

Education Code section 47607 governs requests for material revisions to a charter petition, which are reviewed using the standards and criteria applicable to charter petitions under Education Code section 47605 and must include reasonably comprehensive descriptions of any new requirement applicable to charter schools enacted after the charter was originally granted or last renewed.

The Board may deny the revised petition only by making written factual findings, specific to the particular petition, setting forth specific facts supporting one or more of the grounds identified in Education Code section 47605(c).

Staff Analysis

The requested material revision would authorize ISSAC to operate an additional instructional facility within the boundaries of Newport-Mesa Unified School District.

Based on its review of the revised charter petition, supporting documentation submitted with the request, and information presented during the public hearing, staff determined that the revised charter petition satisfies the applicable requirements of Education Code sections 47607 and 47605 and did not identify any statutory basis for denial under Education Code section 47605(c).

Recommendation

OCDE staff recommends that the Board approve the revised charter petition.

Options for Board Action

The Board has the following options:

Option One: Approve the revised charter petition.

Option Two: Approve the revised petition subject to conditions established by the Board.

Option Three: Deny the revised petition upon making written factual findings required by Education Code section 47605(c).

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Item: Charter Schools #16

ORANGE COUNTY BOARD O August 5, 2026

BOARD AGENDA I [X] Mailed [ ] Distributed at meeting

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Aracely Chastain, Executive Director, Charter Schools Unit

SUBJECT: Board Action – Suncoast Charter School Agreement/MOU

DESCRIPTION:

On April 8, 2026, the Orange County Board of Education ("Board") approved Suncoast Charter School countywide petition for the term July 1, 2026, through June 30, 2031. As part of that action, the Board approved the standard Agreement/Memorandum of Understanding (Agreement/MOU) governing the operational relationship between the Board, the Orange County Department of Education, and the charter school.

Subsequently, Suncoast Charter School requested revisions to the approved Agreement/MOU. At the August 5, 2026, meeting, the Board will consider the school's requested revisions and determine whether to modify the previously approved Agreement/MOU.

RECOMMENDATION:

It is recommended that the Board deny the revisions requested by Suncoast Charter School to the previously Board-approved Agreement/MOU.

AGREEMENT BETWEEN

ORANGE COUNTY BOARD OF EDUCATION AND

SUNCOAST PREPARATORY ACADEMY

FOR THE OPERATION OF SUNCOAST CHARTER SCHOOL

This Agreement is made and entered into this 8th day of April 2026, by and between the Orange County Board of Education ("Board") and Suncoast Preparatory Academy, a nonprofit public benefit corporation operating [Charter School Name] (hereinafter collectively referred to as "Charter School"). Hereinafter, the Board and Charter School shall be collectively referred to as "the Parties," and the Board-designated staff of the Orange County Superintendent of Schools ("County Superintendent") shall be referred to as "OCDE."

I. INTRODUCTORY PROVISIONS

A. The Board approved the Charter School's petition for a five-year period from July 1, 2026, through June 30, 2031.

B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). [Nonprofit Name] is the California nonprofit public benefit corporation operating the Charter School. Charter School shall ensure that at all times throughout the term of its charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Suncoast Preparatory Academy as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the nonprofit public benefit corporation's articles of incorporation 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 inconsistent with the terms of the charter approved on April 8, 2026, the terms of this Agreement shall control.~~This Agreement shall be interpreted consistently with the charter and applicable law. Nothing in this Agreement shall be construed to amend, supersede, or replace the charter approved by the Board.

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, 47607.2, 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, the Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, 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. OCDE is not the chartering authority and shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School. The Board, as the chartering authority, shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).

3. Within ten (10) business days of Charter School 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 pursuant to Government Code section 53232 et seq. to its governing board members and administrative staff within six months of taking office or becoming employed, and on-going training as required by law. Charter School will certify that the training has 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 and 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 of such in Charter School policies and Parent/Student Handbook.

3. Sound Educational Program: Charter School shall maintain courses of study, curriculum and teaching methods fully compliant with state and federal law. Such compliance includes, but is not limited to, ~~requiring~~ adherence to all applicable anti-discrimination laws, including, but not limited to, Title VI of the Civil Right Act of 1964.~~, and preventing or rescinding federal funding for LEAs which support gender ideology or discriminatory equity ideology ("DEI") in K-12 curriculum, instruction, programs or activities. Children attending Charter School shall not: (1) be compelled to adopt identities as either victims or oppressors solely based on their skin color and other immutable characteristics; (2) be made to question whether they were born in the wrong body and whether to view their parents and their reality as enemies to be blamed; (3) be imprinted with anti-American, subversive, harmful and false ideologies such as, but not limited to, Critical Race Theory; and, (4) be assisted, encouraged or facilitated in any gender transition plan without parental consent. Charter School shall review and approve all individual teacher curriculum class materials provided to students before such materials are distributed.~~

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Chapter 6 (commencing with Section 47630) of Division 4 of Title 2 of the Education Code. 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, purchase 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 documentation identifying 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 received by the 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 ("CalSTRS"), the Public Employees' Retirement System ("CalPERS"), 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 (1) month of CalSTRS and CalPERS retirement contributions if participating in CalSTRS or CalPERS.

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 (2) equal payments during each Fiscal Year: (1) fifty percent (50%) on or about January 15; and (2) the remaining fifty percent (50%) plus any necessary adjustment on or about June 15.

   County Superintendent shall invoice Charter School for the Oversight Fee that is due, and Charter School shall remit payment within thirty (30) days of receipt of the invoice, or thirty-two (32) days from the invoice date. If payment is not received within that timeframe, Charter School hereby authorizes the County Superintendent to transfer the unpaid amount from Charter School's Treasury account to the County Superintendent's account.

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 indicate 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 is 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 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.

~~2.~~3. The Board, County Superintendent, and OCDE shall hold harmless, defend, and indemnify Charter School, its officers, directors, employees, and agents from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) arising from any act, neglect, default, omission, negligence, or misconduct of the Board, County Superintendent, OCDE, or their officers, employees, or agents. In cases of such liabilities, claims, or demands, the Board, County Superintendent, and OCDE shall, at their own expense and risk, defend all legal proceedings and satisfy and resulting judgments arising from their acts or omissions.

~~3.~~4. 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.~~5. Required Disclosures: Charter School shall notify OCDE in writing within three (3) business days of any known 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 may be amended or added during the term of the charter.

H. Human Resources

CalSTRS and CalPERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all CalSTRS and CalPERS 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 bidding requirements tied to receipt of any state, federal, local 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 7920.000 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 statutes and regulations regarding submission of such a request to the school district.

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

L. Dispute Resolution

The Parties acknowledge and agree that in addition to the provisions of the charter, dispute resolution procedures shall be consistent with applicable laws and regulations, including Education Code section 47607(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., Charter 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. COMPLAINT PROCEDURES

Charter School shall adopt Uniform Complaint Procedures in accordance with California law. Furthermore, Charter school shall adopt and maintain policies and procedures to address parent and student concerns and/or complaints. Uniform Complaint Procedures and parent/student complaint procedures shall be communicated to parents and students annually in a format to be determined by Charter School.

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:
Renee Hendrick, Deputy Superintendent Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626-5922

To Suncoast Preparatory Academy at:
Windi Eklund, Director of Homeschool
Suncoast Charter School
3857 Birch St. #297
Newport Beach, CA 92660

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 is intended to be interpreted consistently with the Charter and applicable law. In the event an apparent inconsistency arises, the Parties shall first make reasonable efforts to interpret the Agreement and the Charter in a manner that gives effect to both. Nothing in this Agreement shall be construed to amend, supersede, or replace the Charter approved by the Board. If an inconsistency cannot be reconciled, the Parties shall resolve the matter in accordance with applicable law and the Charter Schools Act.~~, any inconsistency in the charter shall be resolved by giving precedence in the following order:~~

~~This Agreement~~

~~Documents incorporated by reference to the Agreement, including Exhibit A~~

~~The Charter, as approved by the Board~~

~~The bylaws and articles of incorporation of the nonprofit public benefit corporation operating as the Charter School~~

For Charter School		For the Board	
Date:	_____	Date:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	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 unavailable, Charter School shall procure property insurance in amounts as close to replacement value as reasonably available, subject to underwriting and market availability. If the charter does not own, lease, or maintain any physical property assets, then Charter School may request that OCDE modify or waive this requirement, subject to OCDE approval and legal review.~~possible and sufficient to protect the school's interests.~~
2. General Commercial Liability with at least $~~2~~1,000,000 per occurrence and $~~2~~5,000,000 in total general liability insurance, providing coverage for negligence, errors and omissions/educators' legal liability, and 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 employer's 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 a deductible or self-insured retention no greater than $10,000.00.~~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 $~~2~~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 $3~~10~~,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Item: Board Recommendations #17

August 5, 2026

ORANGE COUNTY BOARD OF [X] Mailed [ ] Distributed at meeting

BOARD AGENDA ITEM

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Darou Sisavath, Board Recording Clerk

SUBJECT: Board Liaison

RECOMMENDATION

The Orange County Board of Education established an ad-hoc committee to interview candidates for the Board Liaison position. The committee, comprised of Board Trustee Dr. Ken Williams and Board President Tim Shaw, conducted interviews. Following the interviews, the committee recommended a final candidate to County Superintendent Dr. Stefan Bean. Dr. Bean looks forward to extending an offer to the recommended candidate.

Item: Time Certain #20

August 5, 2026

[X] Mailed [ ] Distributed at meeting

STEFAN BEAN, Ed.D.
County Superintendent of Schools

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Dr. Maria Martinez-Poulin, Chief of Alternative Education, ACCESS

SUBJECT: Instructional Materials
Resolution # 21-26

BACKGROUND:

Education Code Section 60119 requires the governing board of any school district or county office of education receiving instructional material funds from any source to hold a public hearing annually and to encourage participation by parents, teachers, members of the community and bargaining unit leaders. Education Code Sections 60605 and 33126 require that the governing board make the determination that each pupil of the county office of education has available textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

The Board will hear input on August 5, 2026 at 5:00 PM at the Orange County Department of Education, 200 Kalmus Drive, Costa Mesa, CA 92626.

RECOMMENDATION:

Adopt Resolution # 21-26 stating that each pupil of the county office has available textbooks and instructional materials.

~~RESOLUTION OF THE ORANGE COUNTY SCHOOL BOARD GOVERNING~~

BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS

AND INSTRUCTIONAL MATERIALS FOR 2026-27

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a world language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing was held on August 5, 2026, at 5 o'clock, which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

(i) Mathematics,

(ii) Science,

(iii) History-social science,

(iv) English/language arts, including the English language development component of an adopted program,

(v) Visual and performing arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2026-27 school year, the Orange County School Board, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2026-27 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a world language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

AYES: Members:

NOES: Members:

ABSENT: Members:

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I hereby certify that the foregoing Resolution was duly and regularly adopted by the Orange County Board of Education at a regular meeting of the said board held at Costa Mesa, California on the 5th day of August, 2026.

ATTEST:

Tim Shaw, President

Ken L. Williams, Jr., D.O., Clerk

Resolution # 21-26

Item: Staff Recommendations #21

Board Agenda Ite

Prop 28

August 5, 2026

[X] Mailed [ ] Distributed at meeting

STEFAN BEAN, Ed.D.
County Superintendent of Schools

ORANGE COUNTY BOARD OF

EDUCATION BOARD AGENDA ITEM

DATE: August 5th, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Maria Martinez-Poulin Ed.D., Chief of Alternative Education - ACCESS

SUBJECT: Proposition 28 Annual Report

Orange County Department of Education (OCDE) ACCESS and Connections

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BACKGROUND:

Proposition 28, The Arts and Music in Schools Funding Guarantee and Accountability Act, provides dedicated funding to expand arts education and requires an annual board-approved report. During the 2025–26 school year, ACCESS and Connections engaged students, staff, and stakeholders to design the school's first art education program. Operated by the Orange County Department of Education, ACCESS and Connections serve a diverse community of learners through multiple instructional models, including traditional classrooms, independent study, blended learning, and community-based education. These programs are designed to meet students where they are, supporting individuals who are at-promise, justice-involved, experiencing homelessness, or seeking alternative pathways to graduation and postsecondary achievement. During the 2025–26 school year, ACCESS and Connections reviewed Prop 28 guidelines and created a new arts education program designed to expand equitable access to high-quality arts learning for all students. To support this effort, the program hired a full-time Arts Teacher on Special Assignment (TOSA) and a full-time Arts Paraeducator, whose collaborative work provides engaging, standards-based arts instruction and fosters student creativity, self-expression, and artistic growth.

RECOMMENDATION:

It is recommended that the Board approve the ACCESS and Connections 2025-2026 Proposition 28 Annual Report for submission to the California Department of Education.

MMP

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2025-26

Name: Orange Co. Office of Education

County-District-School (CDS) Code: 3010306-0000000

Allocation Years: 2023–24, 2024–25, 2025–26

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

Operated by the Orange County Department of Education, ACCESS and Connections serve a diverse community of learners through multiple instructional models, including traditional classrooms, independent study, blended learning, and community-based education. These programs are designed to meet students where they are, supporting individuals who are at-promise, justice-involved, experiencing homelessness, or seeking alternative pathways to graduation and postsecondary achievement. During the 2025–26 school year, ACCESS and Connections reviewed Prop 28 guidelines and created a new arts education program designed to expand equitable access to high-quality arts learning for all students. To support this effort, the program hired a full-time Arts Teacher on Special Assignment (TOSA) and a full-time Arts Paraeducator, whose collaborative work provides engaging, standards-based arts instruction and fosters student creativity, self-expression, and artistic growth.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds: 1.0

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds: 1.0

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds: 1.0

5. Number of students served with AMS funds: 2190

6. Number of school sites providing arts education programs with AMS funds: 40

Date of Approval by Governing Board/Body

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2026

Item: Staff Recommendations #22

Board Agenda Ite

August 5, 2026

Prop 28

[X] Mailed [ ] Distributed at meeting

STEFAN BEAN, Ed.D.
County Superintendent of Schools

ORANGE COUNTY BOARD OF

EDUCATION BOARD AGENDA ITEM

DATE: August 5th, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: Maria Martinez-Poulin Ed.D., Chief of Alternative Education - ACCESS

SUBJECT: Proposition 28 Annual Report

College and Career Preparatory Academy (CCPA)

BACKGROUND:

Proposition 28, The Arts and Music in Schools Funding Guarantee and Accountability Act, provides dedicated funding to expand arts education and requires an annual board-approved report. During the 2025–26 fiscal year, College and Career Preparatory Academy continued developing its first Proposition 28-funded music education program for the independent-study setting. CCPA made the music course available to students; however, no students participated during the reporting period. CCPA serves young adults who frequently balance full-time employment, parenting, caregiving, and other significant responsibilities. As a result, students prioritized the core academic courses they needed to complete their graduation requirements. Based on this first year of implementation, CCPA identified a need for stronger student outreach, increased instructional support, and additional teacher capacity. In 2026–27, CCPA will focus on preparing and supporting teachers to guide students through the music curriculum, increasing student awareness of the opportunity, and providing structured progress monitoring and individualized assistance to help students begin, remain engaged in, and complete the course.

RECOMMENDATION:

It is recommended that the Board approve the College and Career Preparatory Academy (CCPA) 2025-2026 Proposition 28 Annual Report for submission to the California Department of Education.

MMP

Proposition 28: Arts and Music in Schools Funding
Annual Report
Fiscal Year 2025-26

Name: College and Career Preparatory Academy

County-District-School (CDS) Code: 3010306-0132910

Allocation Years: 2023–24, 2024–25, 2025–26

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

During the 2025–26 fiscal year, College and Career Preparatory Academy continued developing its first Proposition 28-funded music education program for the independent-study setting. CCPA made the music course available to students; however, no students participated during the reporting period. CCPA serves young adults who frequently balance full-time employment, parenting, caregiving, and other significant responsibilities. As a result, students prioritized the core academic courses they needed to complete their graduation requirements. Based on this first year of implementation, CCPA identified a need for stronger student outreach, increased instructional support, and additional teacher capacity. In 2026–27, CCPA will focus on preparing and supporting teachers to guide students through the music curriculum, increasing student awareness of the opportunity, and providing structured progress monitoring and individualized assistance to help students begin, remain engaged in, and complete the course.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds: 0

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds: 0

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds: 0

5. Number of students served with AMS funds: 0

6. Number of school sites providing arts education programs with AMS funds: 0

Date of Approval by Governing Board/Body:

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2026

Item: Staff Recommendations #23

August 5, 2026

ORANGE COUNTY BOARD O [X] Mailed [ ] Distributed at meeting

BOARD AGENDA ITEM

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: David Giordano, Associate Superintendent

SUBJECT: Proposed Purchase of 601 South Lewis Street, Orange Property

At its April 2, 2025 Board meeting, the Orange County Board of Education approved the appointment of Renee Hendrick to negotiate the purchase of the real property located at 601 South Lewis Street from City Office, L.P. Staff requests that the Board approve the proposed purchase of the property for $11,728,326.00 which includes estimated closing costs of $496,694.00 and delegate Renee Hendrick, Deputy Superintendent or David Giordano, Associate Superintendent to review the proposed deal points and, if acceptable, execute an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions subject to Board ratification, and to make any deposits or payments required under the agreement.

RECOMMENDATION:

Pursuant to Education Code section 17604, authorize Renee Hendrick, Deputy Superintendent or David Giordano, Associate Superintendent, Administrative Services to execute on behalf of the Orange County Board of Education the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions for the property located at 601 South Lewis Street, Orange, California 92868, subject to Board ratification, and to make any necessary deposits or payments pursuant to the agreement.

Item: Staff Recommendations #24

August 5, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: August 5, 2026

TO: Renee Hendrick, Deputy Superintendent

FROM: David Giordano, Associate Superintendent, Administrative Services

SUBJECT: Authorizing School District Representatives for SAB-Administered Programs

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RECOMMENDATION:

Approve Resolution #22-26 Effective August 5, 2026, authorizing David Giordano, Associate Superintendent, Administrative Services of the Orange County Department of Education to serve as the representative to physically sign all documents and papers or submit documents via Office of Public School Construction (OPSC) online that are associated with the State Allocation Board (SAB)-Administered Program(s).

DG:sh

RESOLUTION FOR NAMING DISTRICT REPRESENTATIVES

WHEREAS, Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

WHEREAS, Orange County Department of Education intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SAB-Administered Program(s); and

WHEREAS, the SAB and DGS requires a County Office of Education's Board of Education to authorize specific individuals to sign and submit information on behalf of the Department; and

WHEREAS, the Orange County Department of Education understands that the signing and submittal of forms on behalf of the Department commits the Orange County Department of Education to comply with program requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Orange County Department of Education Board of Education authorizes the individuals identified below to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s). Any previous authorized District Representatives not listed below are to be removed from the list of Representatives:

1. David Giordano

PASSED AND ADOPTED on August 5, 2026 by the Orange County Department of Education Board of Education by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:

Date:_____

_____
Tim Shaw, Board President
Orange County Department of Education

CERTIFICATION
I, Dr. Ken L. Williams, certify that the foregoing is a correct copy of a resolution passed and adopted by the Orange County Department of Education School District on August 5, 2026

Date:_____

_____
Dr. Ken L. Williams, Board Secretary/Clerk

SCHOOL DISTRICT	FIVE-DIGIT DISTRICT CODE NUMBER (SEE CALIFORNIA PUBLIC SCHOOL DIRECTORY)
Orange County Department of Education	10306
BUSINESS ADDRESS	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (IF APPLICABLE)
200 Kalmus Drive	
CITY/COUNTY	
Costa Mesa, CA 92626	

Part I – District Representative Information

The following individual(s) have been designated as district representative(s) by school board minutes or the designee of the Superintendent of Public Instruction:

DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS
David Giordano	(714) 966-4447	dgiordano@ocde.us
DISTRICT REPRESENTATIVE	TELEPHONE NUMBER	E-MAIL ADDRESS

Part II – New Construction Eligibility Determination ☐ NEW ☐ ADJUSTED	K–6	7–8	9–12	Non-Severe	Severe
1. Projected Enrollment (Part I, Form SAB 50-01)					
2. Existing School Building Capacity (Part III, Line 3 of Form SAB 50-02)					
3. New Construction Baseline Eligibility (Line 1 minus Line 2)	0	0	0	0	0

Part III – Modernization Eligibility Determination ☐ NEW ☐ ADJUSTED

1. School Name

Option A	K–6	7–8	9–12	Non-Severe	Severe
2. Permanent classrooms at least 25 years old*					
3. Portable classrooms at least 20 years old*					
4. Total (Lines 2 and 3)	0	0	0	0	0
5. Multiply Line 4 by: 25 for K–6, 27 for 7–8 and 9–12, 13 for Non-Severe and 9 for Severe	0	0	0	0	0
6. Enter enrollment year (yy/yy)_____and CBEDS enrollment at school site					
7. Modernization Eligibility (lesser of each column of Lines 5 or 6)	0	0	0	0	0

Option B

2. Permanent space at least 25 years old* (report by classroom or square footage)					
3. Portable space at least 20 years old *					
4. Total (Lines 2 and 3)	0				
5. Remaining permanent and portable space (report by classroom or square footage)					
6. Total (Lines 4 and 5)	0				
7. Percentage (divide Line 4 by Line 6)	0.00%				
	K–6	7–8	9–12	Non-Severe	Severe
8. Enter enrollment year (yy/yy)_____and CBEDS enrollment at school site					
9. Modernization Eligibility (multiply Line 7 by each grade group reported on Line 8)	0	0	0	0	0

I certify, as the District Representative, that the information reported on this form is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district or the designee of the Superintendent of Public Instruction; and,
- ☐ This site is located on a military installation that is a recipient of a federal grant for facilities modernization that requires a local matching share*; and,
- A resolution or other appropriate documentation supporting this application under Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code was adopted by the School District's Governing Board or the designee of the Superintendent of Public Instruction on 8/5/2026; and,
- This form is an exact duplicate (verbatim) of the form provided by Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

SIGNATURE OF DISTRICT REPRESENTATIVE		DATE
		8/5/2026
NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)	E-MAIL ADDRESS	TELEPHONE
Orange County Department of Education	dgiordano@ocde.us	(714) 966-4447