Item: Agenda – November 4, 2026

[X] Mailed [ ] Distributed at meeting

REGULAR MEETING
November 4, 2026
4:00 p.m.

Location: Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626
YouTube Livestream: https://www.youtube.com/live/04aQkUOMwN0

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 November 4, 2026 – Adoption

(*) MINUTES — Regular Meeting of October 7, 2026 – Approval

PUBLIC COMMENTS

CLOSED SESSION 1 — CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code section 54956.9, subdivision (d)(2).

Number of Potential Cases: One (1)

INVOCATION
5:00 p.m.

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PUBLIC COMMENTS (General)

CONSENT CALENDAR

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

(*) 2. Accept the 1st Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of July 1 to September 30, 2026.

(*) 3. Approve and adopt the written Decision, Findings, and Order of Remand memorializing the Board's unanimous 5-0 decision on October 7, 2026, to remand the expulsion matter to the Irvine Unified School District pursuant to Education Code section 48923(a)(1), including the finding under section 48922(a)(4) that relevant and material video evidence was improperly excluded from the District's proceeding, and authorize the Board President to execute the written decision.

PRESENTATION 4. Remembering Our Veterans – Suncoast Charter School

CHARTER SCHOOLS

5. Charter submissions

(*) 6. Charter School Public Hearing – Orange County Workforce Innovation High School Renewal Charter Petition.
Aracely Chastain, Assistant Superintendent, Governance, Charters and Family Support Services, will facilitate public hearing.

Discussion Format
Orange County Workforce Innovation High School
Public Comments
Board Questions

(*) 7. Charter School Public Hearing – Rocketship Anaheim Elementary Appeal Charter Petition.
Aracely Chastain, Assistant Superintendent, Governance, Charters and Family Support Services, will facilitate public hearing.

Discussion Format
Rocketship Anaheim Elementary
Public Comments
Board Questions

(*) 8. Board action on Rocketship Anaheim Elementary Appeal Charter Petition.

BOARD RECOMMENDATIONS

(*) 9. Adopt Resolution No. 26-26, Celebrating Thanksgiving and the Spirit of Gratitude in Orange County. (Williams)

(*) 10. Adopt Resolution No. 27-26, Youth Entrepreneurship Education Resolution. (Williams)

INFORMATION ITEMS

(*) COMMUNICATION/INFORMATION/DISCUSSION

- Salary increases of $10,000 or more in accordance with Education Code 1302 and board policy 100-10.
- Rancho Sonado- A Legacy Across Centuries (Williams)

- Board Liaison

ANNOUNCEMENTS
- Superintendent
- Assistant Superintendent

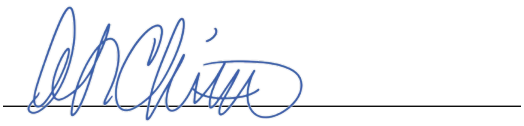
LEGISLATIVE UPDATES

COMMITTEE REPORT

BOARD MEMBER COMMENTS

CLOSED SESSION(S) PUBLIC REPORT OUT

ADJOURNMENT



Aracely Chastain
Assistant Secretary, Board of Education

Next Regular Board Meeting: Wednesday, December 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 Recording Clerk, at (714) 966-4012.

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

MINUTES
Regular Meeting
October 7, 2026

Item: Meeting Minutes – October 7, 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 Shaw at 2:04 p.m., October 7, 2026, in the Board Room, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube live stream https://www.youtube.com/live/EDW-Rik-hLs

ROLL CALL — Present:
Lisa Sparks, Ph.D.
Jorge Valdes, Esq.
Tim Shaw
Mari Barke
Ken L. Williams, D.O.

AGENDA — Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve the agenda for the October 7, 2026, Regular Meeting.

MINUTES — Motion by Barke, seconded by Sparks, and carried by a vote of 5-0 to approve the minutes of the Regular meeting of September 2, 2026.

PUBLIC COMMENTS — There were no public comments regarding closed session items.

TIME CERTAIN — The Board recessed into closed session at 2:06 p.m. to conduct student appeal hearings.

1. Inter-district Appeal Hearing (Closed) – Student #10072026001-I, Santa Ana 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; Sparks and Williams 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).

2. Inter-district Appeal Hearing (Closed) – Student #10072026002-I, Ocean View School District to Westminster School District.

   Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to approve the appeal and allow the student to attend the Westminster School District for the period of one academic year (2026-2027).

3. Inter-district Appeal Hearing (Closed) – Student #10072026004-I, Fountain Valley School District to Huntington Beach City School District.

Motion by Shaw, seconded by Barke, and carried by a vote of 5-0 to approve the appeal and allow the student to attend the Huntington Beach City School District for the period of one academic year (2026-2027).

4. Inter-district Appeal Hearing (Closed) – Student #10072026005-I, Newport-Mesa Unified School District to Huntington Beach City School District.

Motion by Barke, seconded by Valdes, and carried by a vote of 5-0 to approve the appeal and allow the student to attend the Huntington Beach City School District for the period of one academic year (2026-2027).

The Board reconvened in open session at 3:58 p.m.

TIME CERTAIN

5. Expulsion Appeal Hearing (Open Session) – Student #10072026006-E, Irvine Unified School District.

Following the open-session hearing, the Board convened in closed session. Upon returning to open session, President Shaw reported that the Board voted 5–0 to remand the matter to Irvine Unified School District.

MOMENT OF SILENCE — Board President Shaw acknowledged the third anniversary of the October 7, 2023, attack in Israel and invited those present to observe a moment of silence in remembrance of the victims and hostages.

INVOCATION — Rabbi Stephen J. Einstein, DHL, DD
Founding Rabbi Emeritus
Congregation B'nai Tzedek
Fountain Valley, CA

PLEDGE OF ALLEGIANCE

Maribel Marroquin, OC Sheriff's Advisory Council

INTRODUCTIONS — There were no introductions at this meeting.

TIME CERTAIN

6. Special Presentation – Orange County's Red Ribbon Week Campaign – Dennis Cole, Chief of Staff.

Dennis Cole highlighted community partnerships supporting drug prevention and reported that the Sheriff's Advisory Council packed nearly 500,000 red ribbon wristbands for Orange County students. He introduced Sergeant Gerry McCann, Maribel Marroquin-Waldram, Kiersten Oliver, and Brandee Rojas to accept the Board's Red Ribbon Week resolution.

7. Motion by Williams, seconded by Barke, and carried by a vote of 5-0 to adopt Resolution #25-26 in support of recognizing October 23-October 31, 2026, as Orange County's Red Ribbon Week; encourage Orange County schools and community members to promote alcohol, tobacco, and other drug-prevention education programs and activities; and direct staff to distribute the resolution to Orange County school districts.

   The Board presented a framed resolution to the guests, followed by photographs.

8. Special Presentation – Recognition of Logan Thielen, Winner of the 2026 National Civics Bee California State Finals - Dennis Cole, Chief of Staff.

   Dennis Cole recognized Brea Junior High School seventh grader Logan Thielen for winning the regional and California State Finals of the 2026 National Civics Bee and preparing to represent California at the national championship in Washington, D.C., on October 14, 2026.

   The Board presented a framed certificate of recognition to Logan, followed by photographs.

PUBLIC COMMENTS (General)

- Rudi
- Heidi L.
- Karen J.
- Heidi G.
- Karen S.

CONSENT CALENDAR

9. Motion by Barke, seconded by Valdes, and carried by a vote of 5-0 to approve the granting of diplomas to students from Alternative, Community, and Correctional Education Schools and Services, County Operated Schools and Programs.

CHARTER SCHOOLS

10. Charter Submissions – Orange County Workforce Innovation High School

11. Charter School Public Hearing – Citrus Springs Charter School Renewal Charter Petition.
    Aracely Chastain, Assistant Superintendent, Governance, Charters and Family Support Services, facilitated the public hearing.
    - Michelle Sheane Sapanara, Assistant Superintendent
    - Jared McLeod, Senior Director of Student Achievement and Assessment

PUBLIC COMMENTS (Item No. 11)

- Jose
- Emily
- Julianna
- Christine

12. Charter School Public Hearing – Rocketship Anaheim Elementary Appeal Charter Petition.
Aracely Chastain, Assistant Superintendent, Governance, Charters and Family Support Services, facilitated the public hearing.

- Janine Ramirez, Lead Petitioner
- Juan Mateos, Vice President of Schools
- Riley St. Marie, Founding OC Principal

PUBLIC COMMENTS (Item No. 12)

- Yolanda
- Laura
- Melvis
- Leticia
- Evelyn
- Stephanie
- Maria
- Izabell
- Lorena
- Elvia
- Estefany

Trustee Sparks departed the meeting at approximately 6:15 p.m.

STAFF RECOMMENDATIONS

13. Motion by Williams, seconded by Barke, and carried by a vote of 4–0 (Sparks absent) to ratify the final "Amended Easement" for the Rancho Sonado Project.

BOARD RECOMMENDATIONS

14. Board discussion – Abraham Lincoln Civil War Experience

Board Vice President Valdes announced that discussion of Item No. 14, the Abraham Lincoln Civil War Experience, would not proceed at this meeting.

INFORMATION ITEMS

COMMUNICATION/INFORMATION/DISCUSSION

- Board President Shaw invited Nikki Bainum, Board Liaison to the podium to provide an update.
    - Nikki reported on school visits, community outreach, and workforce partnerships, with key findings shared through weekly trustee briefs. She outlined plans for regular Board News articles and social media posts, including trustee profiles, and proposed small-scale community events to connect constituents with Board members.

ANNOUNCEMENTS

Dr. Bean, Superintendent

- Highlighted the groundbreaking for a new educational facility with enhanced learning spaces, fire protection, and accessibility.
- Reported on an environmental literacy program in partnership with UCI and Ten Strands.
- Provided an update on OCDE's redesigned website and acknowledged staff efforts to improve navigation and accessibility.
- Discussed collaboration with the District Attorney's Office on e-bike safety, including a buyback event.
- Announced OCDE's selection for the 2026 Golden Bell Award for its WellSpace program.
- Acknowledged Mayu Iwatani and Dr. Benaraw's leadership of the WellSpace program.
- Highlighted participation in the Angels Baseball Suicide Prevention Event, including OC Youth Council engagement in a panel discussion.
- Shared information on Red Ribbon Week toolkits available to schools, including charter and private schools.

Aracely Chastain, Assistant Superintendent

- Next board meeting is on November 4, board deadline on October 21, and board packet delivery scheduled for Friday, October 30.

LEGISLATIVE UPDATES

- Trustee Barke reported that SB 1082, previously supported by a board resolution, passed with bipartisan support, and was signed by the Governor. She highlighted its goal of improving transparency and predictability in the interdistrict transfer process for families while preserving trustee authority.

BOARD MEMBER COMMENTS

- Trustee Barke commended the Rancho Sonado team on the groundbreaking event and expressed enthusiasm for welcoming students back.
- Trustee Williams reflected on Rancho Sonado's history and educational legacy, acknowledged the losses from the fire, and thanked Dr. Bean and staff for their rebuilding efforts. He also shared ideas for the future ribbon-cutting ceremony and recognition of participating Board members.

- President Shaw expressed appreciation for the work to rebuild Rancho Sonado and acknowledged Stephanie Smith's moving remarks and dedication.

ADJOURNMENT Board President Shaw adjourned the October 7, 2026, meeting at 7:00 p.m.

Aracely Chastain
Assistant Secretary, Board of Education

Tim Shaw
President, Board of Education

Next Regular Board Meeting – Wednesday, November 4, 2026
Location - Orange County Department of Education, Boardroom, 200 Kalmus Drive, Costa Mesa, CA 92626 and via YouTube Livestream

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Item: Consent Calendar #1

November 4, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF E

BOARD AGENDA ITE

DATE: November 4, 2026

TO: Aracely Chastain, Assistant Superintendent

FROM: Maria Martinez-Poulin Ed.D., Associate Superintendent – County Operated Schools and Programs

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 County Operated Schools and Programs 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.

RECOMMENDATION:

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

MM

Page 11 removed (CONFIDENTIAL STUDENT INFORMATION)

Item: Consent Calendar #2

November 4, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF E

BOARD AGENDA ITEM

DATE: November 4, 2026

TO: Aracely Chastain, Assistant Superintendent

FROM: Sandra Lee, Ed.D., Deputy Superintendent of Educational Excellence

SUBJECT: Acceptance of 1st 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 July 1 to September 30, 2026.

RECOMMENDATION:

Accept the 1st Quarter Report on Williams Uniform Complaints for Orange County Department of Education ACCESS and Connections for the period of July 1 to September 30, 2026.

SL:ag

Orange County Department of Education
Educational Services Division

Williams Settlement Legislation

First Quarter Report on Williams Uniform Complaints

July 1 – September 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		

ORANGE COUNTY BOARD OF E

BOARD AGENDA ITEM

Item: Consent Calendar #3

November 4, 2026

[X] Mailed [ ] Distributed at meeting

DATE: November 4, 2026

TO: Aracely Chastain, Assistant Superintendent

FROM: Gregory Rolen, General Counsel

SUBJECT: Approval of Written Decision, Findings, and Order of Remand: Expulsion Appeal of S.D., Case No. 05H-2526

BACKGROUND:

On October 7, 2026, the Board heard this expulsion appeal and voted 5-0 to remand. The written decision memorializes that action and states the record-based reasons for it. It does not direct a disciplinary outcome or determine the merits of the charges.

Fiscal Impact:
None anticipated.

Attachment:
Proposed Decision, Findings, and Order of Remand, Case No. 05H-2526

RECOMMENDATION:

Approve and adopt the written Decision, Findings, and Order of Remand memorializing the Board's unanimous 5-0 decision on October 7, 2026, to remand the expulsion matter to the Irvine Unified School District pursuant to Education Code section 48923(a)(1), including the finding under section 48922(a)(4) that relevant and material video evidence was improperly excluded from the District's proceeding, and authorize the Board President to execute the written decision.

ORANGE COUNTY BOARD OF EDUCATION

DECISION, FINDINGS, AND ORDER OF REMAND

In the Matter of the Expulsion Appeal of S.D.

Case No.: 05H-2526
Respondent: Irvine Unified School District
Hearing Date: October 7, 2026
County Board Vote: 5–0 (Unanimous)

I. INTRODUCTION AND DISPOSITION

On October 7, 2026, the Orange County Board of Education ("County Board") conducted a hearing pursuant to Education Code sections 48919 through 48924 concerning the appeal of S.D. ("Student") from the June 23, 2026, expulsion decision of the Governing Board of the Irvine Unified School District ("District").

Following consideration of the certified District record, the parties' presentations, and the applicable statutory framework, the County Board voted unanimously, 5–0, to remand the matter to the Irvine Unified School District.

Board President Tim Shaw announced the County Board's decision to remand at the conclusion of the hearing.

The appeal had been presented to the County Board on the threshold question of whether relevant and material video evidence had been improperly excluded from the District's expulsion proceeding within the meaning of Education Code section 48922(a)(4).

This written Decision, Findings, and Order memorialize the County Board's unanimous action and set forth the statutory framework, procedural history, and record-based considerations supporting the disposition.

The County Board's action does not determine whether the Student committed the charged misconduct, resolve witness credibility, or prescribe the District's reconsideration outcome.

II. PROCEDURAL HISTORY

A. District Expulsion Proceedings

On March 13, 2026, an incident involving the Student resulted in disciplinary proceedings initiated by the District.

On June 1, 2026, the District conducted an administrative expulsion hearing regarding allegations arising from that incident, including physical contact with District employee Angel Viveros.

On June 23, 2026, the District governing board ordered the Student expelled for violations of Education Code sections 48915(a)(1)(E), 48900(a)(1), and 48900(c).

B. Appeal to the County Board

The Student timely appealed the District's expulsion decision pursuant to Education Code section 48919.

The appeal asserted four statutory grounds under Education Code section 48922(a):

- The District governing board acted without or in excess of its jurisdiction.
- The Student was denied a fair hearing.
- A prejudicial abuse of discretion occurred.
- Relevant and material evidence, specifically video footage concerning the underlying incident, was improperly excluded from the District proceeding.

C. Advance Notice of Threshold Issue

Before the October 7, 2026, hearing, the parties received a written Notice of Issue for Expulsion Appeal Hearing.

The notice identified the alleged improper exclusion of video evidence under Education Code section 48922(a)(4) as the threshold question to be addressed.

The notice further explained that:

- The County Board's appellate review would be confined to the certified District record under Education Code section 48921.
- The County Board would not view, receive, or consider the video footage itself.
- The parties would have an opportunity to address the threshold issue.
- A finding under section 48922(a)(4) could support remand under section 48923(a).
- If the threshold issue warranted remand, the remaining grounds of appeal need not be addressed at that hearing.

The notice expressly advised the parties that the proposed sequence of consideration did not indicate the County Board's inclination to rule.

D. October 7, 2026, County Board Hearing

The appellant timely requested that the appeal be heard in public pursuant to Education Code section 48920.

The County Board conducted the hearing in open session.

At the hearing, the Board President and Senior Administrator of Student Services explained the statutory framework, identified the four grounds of appeal, and described the limited scope of the County Board's review.

The parties were allowed to address the threshold issue. The appellant was granted an additional 3 minutes, as requested.

Following the presentations and consideration, the County Board voted unanimously, 5–0, to remand the matter to the District.

III. STATUTORY FRAMEWORK

A. County Board Appellate Jurisdiction

Education Code sections 48919 through 48924 establish the procedures governing appeals from school district expulsion decisions.

The Student's timely appeal invoked the County Board's statutory appellate jurisdiction.

B. Review Confined to the District Record

Education Code section 48921 provides that the County Board determines an expulsion appeal upon the record of the proceedings before the district governing board.

The statute further provides that evidence outside that record may not be heard unless a hearing de novo is granted pursuant to section 48923.

Consistent with that limitation, the County Board did not view, receive, or consider the video footage itself.

The threshold inquiry instead concerned whether the existing certified record established a statutory ground for appellate relief.

C. Improperly Excluded Evidence

Education Code section 48922(a)(4) identifies as a ground for appellate review whether relevant and material evidence existed that, in the exercise of reasonable diligence, could not have been produced or was improperly excluded at the District hearing.

The statute identifies two alternative circumstances involving omitted evidence: evidence that could not have been produced through reasonable diligence, and evidence that was improperly excluded.

The threshold issue presented to the County Board concerned the latter ground.

D. Authority to Remand

Education Code section 48923(a)(1) authorizes the County Board, upon making the finding contemplated by section 48922(a)(4), to remand the matter to the district governing board for reconsideration.

The statute also provides an alternative remedy of a hearing de novo before the County Board.

The County Board's October 7, 2026, action selected remand rather than a hearing de novo.

IV. RECORD-BASED CONSIDERATIONS SUPPORTING REMAND

The following discussion identifies the circumstances reflected in the certified District record that support the statutory basis for remand. It explains the relationship between the threshold issue presented at the hearing and the County Board's disposition.

It does not represent that the County Board separately voted upon each factual proposition set forth below.

A. Existence and Subject Matter of the Video Evidence

The certified District record reflects the existence of video footage concerning events directly underlying the disciplinary charges against the Student.

The identified subject matter included events associated with the alleged physical contact involving District employee Angel Viveros.

Because the charges required an assessment of the Student's conduct during the incident, video footage concerning those events was relevant and material to the District's factual determination.

This conclusion concerns the identified subject matter of the evidence, not what the footage actually depicts.

B. Request for Consideration During the District Hearing

The transcript of the June 1, 2026, administrative hearing reflects that the appellant raised the existence of the video footage and requested that it be shown.

The appellant asserted that the footage could permit the hearing panel to evaluate the incident and assess the testimonial descriptions of the events.

The District responded that the appellant could inspect the footage but that the District was not presenting the video as evidence at the hearing.

The video was not admitted or considered as evidence during that proceeding.

Record reference: Appeal Packet, Hearing Transcript, pages 264–265.

C. District's Subsequent Proposal to Reconvene

The certified record further reflects that on June 2, 2026, the District proposed reconvening the hearing panel to introduce evidence from the video footage.

The appellant declined the proposed reconvened proceeding, maintaining that the video should have been available and considered during the original hearing.

The District's proposal reflects an effort to provide a subsequent opportunity for consideration of the evidence.

The proposal also supports the relevance of the footage to the underlying disciplinary proceeding.

Nevertheless, the proposed reconvening did not result in the video being admitted or considered before the hearing panel made the recommendation upon which the District governing board subsequently acted.

The County Board's remand does not require a determination that the District acted improperly in offering to reconvene the panel or that the appellant was justified in declining that opportunity.

Record reference: Appeal Packet, pages 104–106.

D. Dispute Concerning Pre-Hearing Access

The certified record reflects a disagreement concerning the appellant's opportunities to inspect the video before the June 1 hearing.

The District maintains that it provided appellant with opportunities to inspect the video, and she did not avail herself of them or cancel them.

The appellant disputes the adequacy of the access provided.

Resolution of that factual disagreement was not necessary to the threshold issue as framed for the County Board.

The statutory inquiry concerning evidence that was improperly excluded is distinct from the alternative inquiry concerning evidence that could not have been produced through reasonable diligence.

E. Legal Significance of the Omitted Evidence

The record reflects that video evidence concerning the underlying incident existed, that the appellant requested its consideration during the District hearing, that the District did not present it as evidence during that proceeding, and that the District subsequently proposed reconvening the hearing panel to introduce evidence from the footage.

These circumstances provided the record-based foundation for the threshold issue presented to the County Board under Education Code section 48922(a)(4): whether relevant and material evidence was improperly excluded from the District proceeding.

The statutory significance of the issue is not merely that the video was absent from the evidentiary record. Rather, the question concerns the exclusion of evidence relevant and material to the disputed conduct, despite the appellant's request that it be considered.

These circumstances support the finding outlined in Section VII and the statutory basis for remand under sections 48922(a)(4) and 48923(a)(1).

The County Board did not need to determine the video's ultimate evidentiary weight or whether its consideration would change the District's disciplinary decision.

V. BASIS FOR REMAND RATHER THAN A HEARING DE NOVO

The statutory framework distinguishes the County Board's appellate responsibility from the District's responsibility to determine the underlying disciplinary charges.

The County Board's ordinary review under Education Code section 48921 is confined to the District record.

Section 48922(a)(4), however, specifically contemplates appellate consideration of relevant and material evidence that was improperly excluded from the District proceeding.

These provisions may be applied together by determining, from the certified record, whether the statutory basis for remand exists without receiving or evaluating the excluded evidence itself.

Remand under Education Code section 48923(a)(1) permits the District to address the evidentiary omission within its own disciplinary process.

The District remains responsible for determining the significance of the video evidence, assessing witness credibility, making factual findings, and deciding the appropriate disposition under applicable law.

The County Board's decision to remand therefore preserves the respective statutory responsibilities of the County Board and the District.

VI. REMAINING GROUNDS OF APPEAL

The threshold issue presented to the County Board concerned the alleged improper exclusion of relevant and material video evidence.

Because the County Board voted to remand following consideration of that issue, its disposition did not require adjudication of the appellant's remaining grounds of appeal.

This Order makes no determination concerning whether:

- The District governing board acted without or in excess of its jurisdiction;
- The Student was denied a fair hearing under the separate statutory ground stated in Education Code section 48922(a)(2); or
- A prejudicial abuse of discretion occurred within the meaning of section 48922(a)(3).

Nothing in this Order should be construed as accepting or rejecting those additional contentions.

VII. FINDING AND ORDER OF REMAND

FINDING

Based on the certified District record, and pursuant to Education Code sections 48922(a)(4) and 48923(a), the County Board **FINDS** that relevant and material evidence, namely video footage concerning the incident underlying the disciplinary charges against the Student, existed and was improperly excluded from the District's expulsion proceeding.

This finding rests on the certified District record and not on the contents of the video, which the County Board did not view, receive, or consider. It does not resolve the parties' dispute concerning pre-hearing access to the video.

ORDER

NOW, THEREFORE, consistent with the County Board's unanimous October 7, 2026, decision to remand the matter, in light of the foregoing finding under Education Code section 48922(a)(4), and pursuant to the authority provided by Education Code section 48923(a)(1), the Orange County Board of Education hereby **ORDERS**:

1. Remand for Reconsideration

The expulsion matter concerning S.D. is **REMANDED** to the Governing Board of the Irvine Unified School District for reconsideration.

The remand addresses the statutory issue concerning relevant and material video evidence improperly excluded from the District's expulsion proceeding.

2. Proceedings on Remand

In reconsidering the expulsion, the District shall provide an appropriate opportunity for the previously excluded video evidence to be presented, addressed by the parties, and considered together with the other relevant evidence, consistent with applicable law.

The District shall provide the Student and the parent or guardian a reasonable opportunity to inspect the video evidence and shall conduct such further proceedings as are necessary and appropriate to accomplish reconsideration in accordance with applicable statutory procedures and due process requirements.

3. Independent District Determination

The District shall independently determine the evidentiary significance of the video, make such findings as are supported by the record developed on reconsideration, and take such action as is authorized by law.

Nothing in this Order directs the District to reach a particular factual finding or disciplinary outcome.

4. Timing

The District shall undertake reconsideration without unnecessary delay and in accordance with applicable law.

The County Board does not establish a specific deadline for completion of the District's proceedings.

5. Notice of Subsequent Action

The District shall provide written notice of its determination following reconsideration to the Student's parent or guardian, consistent with applicable law.

The District is requested to provide a copy of its final determination to the Orange County Department of Education, Student Services Division.

VIII. SCOPE AND LIMITATIONS OF THE ORDER

This Order is limited to the County Board's October 7, 2026, disposition of the expulsion appeal.

For purposes of clarifying its scope:

- The County Board did not view, receive, or consider the video footage itself.
- The County Board did not determine what the video depicts or whether it corroborates or contradicts any witness.
- The County Board did not determine the credibility of any witness or the weight to be assigned to the video evidence.
- The County Board did not determine whether the Student committed the charged conduct.
- This Order does not resolve the parties' dispute concerning pre-hearing access to the video or determine whether the appellant exercised reasonable diligence in obtaining or inspecting it.
- This Order does not adjudicate the appellant's remaining grounds of appeal.
- This Order does not direct the District to reach a predetermined result upon reconsideration.

The County Board's action is a remand for reconsideration under Education Code section 48923(a)(1), not a hearing de novo or an independent determination of the underlying disciplinary charges.

IX. FINAL DISPOSITION AND CERTIFICATION OF BOARD ACTION

At its October 7, 2026, hearing, following consideration of the certified District record, the presentations of the parties, and the applicable statutory framework, the Orange County Board of Education **voted unanimously, 5–0, to remand the expulsion matter concerning S.D. to the Irvine Unified School District**.

Board President Tim Shaw announced the unanimous decision to remand at the conclusion of the hearing.

This Decision, Findings, and Order memorialize that action and set forth the statutory framework and record-based considerations supporting the remand.

At its November 4, 2026, meeting, the County Board approved and adopted this written Decision, Findings, and Order, including the finding set forth in Section VII.

Apart from that finding, the written explanation does not purport to memorialize a separate vote adopting each factual proposition discussed herein.

IT IS SO ORDERED.

ORANGE COUNTY BOARD OF EDUCATION

Date of Board Action: October 7, 2026
Vote: 5–0 (Unanimous)
Date of Issuance: _____

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

ATTEST:

Authorized Board Officer

Copies furnished to:

- Governing Board, Irvine Unified School District
- Irvine Unified School District Superintendent
- Parent/Guardian of S.D.
- Orange County Department of Education, Student Services Division

Item: Charter Schools #6

November 4, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF E

BOARD AGENDA ITE

DATE: November 4, 2026

TO: Aracely Chastain, Assistant Superintendent

FROM: Teresa H. Johnson, Sr. Administrator, Charter Schools

SUBJECT: Public Hearing – Orange County Workforce Innovation High School Renewal Charter Petition

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DESCRIPTION:

On September 10, 2026, Orange County Workforce Innovation High School submitted a renewal charter petition. The charter was scheduled to expire on June 30, 2026. Under Education Code section 47607.4, its term was extended through June 30, 2027.

RECOMMENDATION:

Pursuant to Education Code sections 47605(b) and 47605.6(b), the Orange County Board of Education shall hold a public hearing on the provisions of the Orange County Workforce Innovation High School charter renewal petition and consider the level of support for the petition at the November 4, 2026, board meeting.

Item: Charter Schools #7

November 4, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF E

BOARD AGENDA ITE

DATE: November 4, 2026

TO: Aracely Chastain, Assistant Superintendent

FROM: Teresa H. Johnson, Sr. Administrator, Charter Schools

SUBJECT: Public Hearing – Rocketship Anaheim Elementary - Appeal Charter Petition

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DESCRIPTION:

On August 13, 2026, Rocketship Education, a California nonprofit public benefit corporation, submitted an appeal charter petition to operate Rocketship Anaheim Elementary following denial by the Anaheim Elementary School District governing board.

The Orange County Board of Education held a public hearing on October 7, 2026, to consider the level of support for the appeal petition.

RECOMMENDATION:

Under California Education Code section 47605, on November 4, 2026, the Orange County Board of Education will hold a public hearing to grant or deny the Rocketship Anaheim Elementary 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 October 20, 2026.

Item: Charter Schools #8

November 4, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF E

BOARD AGENDA ITE

DATE: November 4, 2026

TO: Aracely Chastain, Assistant Superintendent

FROM: Teresa H. Johnson, Sr. Administrator, Charter Schools

SUBJECT: Board Action – Rocketship Anaheim Elementary - Appeal Charter Petition

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DESCRIPTION:

On August 13, 2026, Rocketship Education, a California nonprofit public benefit corporation, submitted an appeal charter petition to operate Rocketship Anaheim Elementary following denial by the Anaheim Elementary School District governing board.

Per California Education Code 47605, the Orange County Board of Education held public hearings on October 7, 2026, and November 4, 2026.

The Staff Report and Recommendation was published on October 20, 2026.

RECOMMENDATION:

Orange County Department of Education staff recommends that the Board approve with conditions the appeal charter petition for a five-year term beginning July 1, 2027, through June 30, 2032.

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

MEMORANDUM

Date: October 20, 2026

To: Members, Orange County Board of Education

From: Orange County Department of Education Charter Schools Unit

Subject: Staff Report and Recommendation – Rocketship Anaheim Elementary Appeal Petition

Executive Summary

Rocketship Education appealed the Anaheim Elementary School District's ("AESD") denial of its petition to establish Rocketship Anaheim Elementary, a classroom-based charter school serving transitional kindergarten through grade six.

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 the following:

- Require the charter school's governing board to revise the resolutions establishing committees that include non-directors to clarify the committees' roles and ensure that governing board authority is exercised only by the full board or a properly authorized committee of directors.
- Approve the appeal petition for a five-year term beginning July 1, 2027, through June 30, 2032.

Background

Rocketship Education, d/b/a Rocketship Public Schools, is a nonprofit public benefit corporation operating twenty-two (22) charter schools across California, Tennessee, Wisconsin and Washington, D.C. In California, all thirteen of its existing charter schools are located in the Bay Area, ten of which are located in Santa Clara County. Rocketship Anaheim Elementary would be its first Southern California school.

On May 1, 2026, Rocketship Education submitted to AESD, a petition under Education Code section 47605, to establish Rocketship Anaheim Elementary within the boundaries of AESD.

On July 22, 2026, AESD unanimously denied the petition based on findings that the petitioners were demonstrably unlikely to successfully implement the proposed program, the petition did not provide reasonably comprehensive descriptions of all required charter elements, and the school was demonstrably unlikely to serve the interests of the entire community, including consideration of fiscal and programmatic impacts on the District.

On August 13, 2026, the Board received the appeal and OCDE conducted a clarification meeting on September 29, 2026, to clarify aspects of the petition. On October 7, 2026, the Board conducted a public hearing to consider the level of support for the petition by parents and employees of the school district.

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).

Under Education Code section 47605(c), 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

Governance and Committee Roles. Rocketship Education is the nonprofit public benefit corporation that serves as the governing board for its thirteen California charter schools and as the sole statutory member of three affiliated regional nonprofit public benefit corporations in Tennessee, Wisconsin and Washington D.C.

Rocketship Education established five committees: Business Committee, Executive Committee, Audit Committee, Achievement Committee and California Committee. During the clarification meeting, Rocketship representatives explained that the California Committee was established to strengthen representation for its Bay Area schools outside

of Santa Clara County. Rocketship Anaheim Elementary would extend California operations to Southern California.

The documents establishing the California Committee and Audit Committee allow non-directors to serve while also assigning the committees the authority to act on behalf of Rocketship's governing board. Corporations Code section 5212(b) prohibits non-directors from serving on committees that exercise the governing board's authority but permits their participation on committees that are advisory only.

On October 14, 2026, Rocketship Education's Senior Director acknowledged the need to update these documents and confirmed the updated language in the resolutions will clarify that the Audit Committee and California Committee are strictly advisory without delegated board authority. Staff recommends coordinating with Rocketship Education to complete those revisions before Rocketship Anaheim Elementary begins operation.

Staff Conclusion

Based on its review of the petition and supporting record, staff did not identify a statutory basis for denial under Education Code section 47605(c) and therefore recommends approval.

Staff Recommendation

OCDE staff recommends that the Board:

1. Approve the Rocketship Anaheim Elementary charter petition on appeal for a five-year term beginning July 1, 2027, and ending June 30, 2032.
2. Direct OCDE staff to coordinate with Rocketship on revising the committee resolutions and executing the Board-approved operational agreement.

Board Options

The Board has the following options:

Option One: Approve the appeal petition for a five-year term from July 1, 2027, through June 30, 2032.

Option Two: Approve the appeal petition for a five-year term from July 1, 2027, through June 30, 2032, and in accordance with Staff's recommendation.

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

AGREEMENT BETWEEN

ORANGE COUNTY BOARD OF EDUCATION AND

ROCKETSHIP EDUCATION

FOR THE OPERATION OF ROCKETSHIP ANAHEIM ELEMENTARY

This Agreement is made and entered into this 4th day of November 2026, by and between the Orange County Board of Education ("Board") and Rocketship Education, a nonprofit public benefit corporation operating Rocketship Anaheim Elementary (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, 2027, through June 30, 2032.

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.). Rocketship Education 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 Rocketship Education as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the 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 November 4, 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:
Aracely Chastain, Assistant Superintendent Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626-5922

To Rocketship Education at:
Janine Ramirez, Senior Director of External Affairs
Rocketship Anaheim Elementary
2001 Gateway Place Suite 230E
San Jose, CA 95110

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.

EXHIBIT B

CHARTER SPECIFIC CONDITION

As a condition of charter petition approval by the Board, the following charter-specific condition must be met by July 1, 2027:

1. Charter school's governing board shall revise the resolutions establishing committees that include non-directors to clarify the committees' roles and ensure that governing board authority is exercised only by the full board or a properly authorized committee of directors.

RESOLUTION OF THE ORANGE COUNTY BOARD OF EDUCATION APPROVING ON APPEAL THE PETITION TO ESTABLISH AND OPERATE ROCKETSHIP ANAHEIM ELEMENTARY

WHEREAS, the Charter Schools Act of 1992, (Education Code section 47600 et seq.), authorizes the Orange County Board of Education ("Board") to consider a charter petition following its denial by a school district governing board and requires the Board to review the petition pursuant to Education Code section 47605(b) and (c); and

WHEREAS, on July 22, 2026, the Governing Board of the Anaheim Elementary School District ("District") denied the petition submitted by Rocketship Education, a California nonprofit public benefit corporation ("Petitioner"), to establish and operate Rocketship Anaheim Elementary ("Charter School"); and

WHEREAS, on August 13, 2026, Petitioner timely submitted the charter petition to the Board within 30 days of the District's denial; and

WHEREAS, the Board has determined that the petition submitted on appeal does not contain new or different material terms requiring remand to the District under Education Code section 47605(k)(1)(A); and,

WHEREAS, on October 7, 2026, the Board conducted the required public hearing to consider the level of support for the proposed charter school by teachers employed by the District, other District employees, and parents, in accordance with Education Code section 47605(b); and

WHEREAS, Orange County Department of Education ("OCDE") staff reviewed the charter petition, the supporting documentation submitted by the petitioner, the administrative record developed before the District, and information provided by the Petitioner during the appeal process, including the clarification meeting held on September 29, 2026, and prepared a staff report containing its analysis and recommendation; and

WHEREAS, all staff recommendations and recommended findings regarding the Petition were published on October 20, 2026, at least 15 days before the public hearing at which the Board would grant or deny the charter, in accordance with Education Code section 47605(b); and

WHEREAS, on November 4, 2026, the Board considered the appeal at a duly noticed public meeting, and held a public hearing to consider granting or denying the charter, at which the Petitioner was afforded, at minimum, equivalent time and procedures to present evidence and testimony in response to the staff recommendations; and

WHEREAS, the Board has reviewed and considered the petition, supporting documentation, the District's findings and administrative record, the staff report, evidence and testimony presented at the public hearings, and other information submitted during the appeal process; and

WHEREAS, the Board has also considered the academic needs of the pupils the Charter School proposes to serve and 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 accordance with Education Code section 47605(c).

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Education hereby approves on appeal the charter petition submitted by Rocketship Education for the establishment and operation of Rocketship Anaheim Elementary for a five-year term beginning on July 1, 2027, and ending on June 30, 2032, pursuant to Education Code sections 47605 and 47607(a)(1).

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 ("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 OCDE staff is directed to coordinate with Petitioner execution of the Agreement.

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, pursuant to Education Code section 47605(k)(5), Petitioner shall provide written notice of this approval, including a copy of the approved petition, to the Governing Board of the Anaheim Elementary School District, the California Department of Education, and the State Board of Education.

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 passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on 4th day of November 2026, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

BY:

_____
President of the Orange County Board of Education

RESOLUTION OF THE ORANGE COUNTY BOARD OF EDUCATION APPROVING WITH CONDITIONS ON APPEAL THE PETITION TO ESTABLISH AND OPERATE ROCKETSHIP ANAHEIM ELEMENTARY

WHEREAS, the Charter Schools Act of 1992, (Education Code section 47600 et seq.), authorizes the Orange County Board of Education ("Board") to consider a charter petition following its denial by a school district governing board and requires the Board to review the petition pursuant to Education Code section 47605(b) and (c); and

WHEREAS, on July 22, 2026, the Governing Board of the Anaheim Elementary School District ("District") denied the petition submitted by Rocketship Education, a California nonprofit public benefit corporation ("Petitioner"), to establish and operate Rocketship Anaheim Elementary ("Charter School"); and

WHEREAS, on August 13, 2026, Petitioner timely submitted the charter petition to the Board within 30 days of the District's denial; and

WHEREAS, the Board has determined that the petition submitted on appeal does not contain new or different material terms requiring remand to the District under Education Code section 47605(k)(1)(A); and,

WHEREAS, on October 7, 2026, the Board conducted the required public hearing to consider the level of support for the proposed charter school by teachers employed by the District, other District employees, and parents, in accordance with Education Code section 47605(b); and

WHEREAS, Orange County Department of Education ("OCDE") staff reviewed the charter petition, the supporting documentation submitted by the petitioner, the administrative record developed before the District, and information provided by the Petitioner during the appeal process, including the clarification meeting held on September 29, 2026, and prepared a staff report containing its analysis and recommendation; and

WHEREAS, all staff recommendations and recommended findings regarding the Petition were published on October 20, 2026, at least 15 days before the public hearing at which the Board would grant or deny the charter, in accordance with Education Code section 47605(b); and

WHEREAS, on November 4, 2026, the Board considered the appeal at a duly noticed public meeting, and held a public hearing to consider granting or denying the

charter, at which the Petitioner was afforded, at minimum, equivalent time and procedures to present evidence and testimony in response to the staff recommendations; and

WHEREAS, the Board has reviewed and considered the petition, supporting documentation, the District's findings and administrative record, the staff report, evidence and testimony presented at the public hearings, and other information submitted during the appeal process; and

WHEREAS, the Board has considered the academic needs of the pupils the Charter School proposes to serve and is satisfied that granting the charter, subject to the conditions stated in this Resolution, is consistent with sound educational practice and with the interests of the community in which the Charter School proposes to locate, in accordance with Education Code section 47605(c).

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Education hereby approves with conditions on appeal the charter petition submitted by Rocketship Education for the establishment and operation of Rocketship Anaheim Elementary for a five-year term beginning on July 1, 2027, and ending on June 30, 2032, subject to the conditions recommended in the OCDE Staff Report dated October 20, 2026, which the Board hereby adopts and incorporates into this Resolution by reference.

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 ("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 OCDE staff is directed to coordinate with Petitioner on implementation of the Board-adopted conditions and execution of the Agreement.

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, pursuant to Education Code section 47605(k)(5), Petitioner shall provide written notice of this approval, including a copy of

the approved petition, to the Governing Board of the Anaheim Elementary School District, the California Department of Education, and the State Board of Education.

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 passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on 4th day of November 2026, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

BY:

_____
President of the Orange County Board of Education

RESOLUTION AND WRITTEN FINDINGS OF THE ORANGE COUNTY BOARD OF EDUCATION DENYING ON APPEAL THE PETITION TO ESTABLISH AND OPERATE ROCKETSHIP ANAHEIM ELEMENTARY

WHEREAS, the Charter Schools Act of 1992, (Education Code section 47600 et seq.), authorizes the Orange County Board of Education ("Board") to consider a charter petition following its denial by a school district governing board and requires the Board to review the petition pursuant to Education Code section 47605(b) and (c); and

WHEREAS, on July 22, 2026, the Governing Board of the Anaheim Elementary School District ("District") denied the petition submitted by Rocketship Education, a California nonprofit public benefit corporation ("Petitioner"), to establish and operate Rocketship Anaheim Elementary ("Charter School"); and

WHEREAS, on August 13, 2026, Petitioner timely submitted the charter petition to the Board within 30 days of the District's denial; and

WHEREAS, the Board has determined that the petition submitted on appeal does not contain new or different material terms requiring remand to the District under Education Code section 47605(k)(1)(A); and,

WHEREAS, on October 7, 2026, the Board conducted the required public hearing to consider the level of support for the proposed charter school by teachers employed by the District, other District employees, and parents, in accordance with Education Code section 47605(b); and

WHEREAS, Orange County Department of Education ("OCDE") staff reviewed the charter petition, the supporting documentation submitted by the petitioner, the administrative record developed before the District, and information provided by the Petitioner during the appeal process, including the clarification meeting held on September 29, 2026, and prepared a staff report containing its analysis and recommendation; and

WHEREAS, all staff recommendations and recommended findings regarding the Petition were published on October 20, 2026, at least 15 days before the public hearing at which the Board would grant or deny the charter, in accordance with Education Code section 47605(b); and

WHEREAS, on November 4, 2026, the Board considered the appeal at a duly noticed public meeting, and held a public hearing to consider granting or denying the

charter, at which the Petitioner was afforded, at minimum, equivalent time and procedures to present evidence and testimony in response to the staff recommendations; and

WHEREAS, the Board has reviewed and considered the petition, supporting documentation, the District's findings and administrative record, the staff report, evidence and testimony presented at the public hearings, and other information submitted during the appeal process; and

WHEREAS, Education Code section 47605(c) provides that the Board shall not deny a charter petition unless it makes written factual findings, specific to the particular petition, setting forth specific facts supporting one or more of the grounds for denial identified in that subdivision.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby denies on appeal the charter petition submitted by Rocketship Education on August 13, 2026, to establish and operate Rocketship Anaheim Elementary, based on the written factual findings made and adopted by the Board at the November 4, 2026, public hearing pursuant to Education Code section 47605(c).

BE IT FURTHER RESOLVED that Orange County Department of Education staff is directed to provide Petitioner with written notice of the Board's decision, together with this Resolution and the Board-adopted written factual findings.

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 passed, approved and adopted by the Orange County Board of Education at a regular meeting thereof held on 4th day of November 2026, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

BY:

_____

President of the Orange County Board of Education

Item: Board Recommendations #9

November 4, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: November 4, 2026

TO: Aracely Chastain, Assistant Superintendent

FROM: Ken L. Williams, Jr., D.O., Board Member

SUBJECT: Resolution in Recognition of Thanksgiving and Our Nation's Heritage of Faith, Gratitude, and Liberty

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RECOMMENDATION:

Adopt Resolution No. 26-27 in recognition of Thanksgiving and our nation's heritage of faith, gratitude, and liberty.

RESOLUTION OF THE BOARD OF EDUCATION
ORANGE COUNTY, CALIFORNIA

RESOLUTION IN RECOGNITION OF THANKSGIVING AND OUR NATION'S HERITAGE OF FAITH, GRATITUDE, AND LIBERTY

WHEREAS, the observance of Thanksgiving occupies a distinguished place in the history and traditions of the United States of America, reminding us that gratitude, humility, faith, family, and service to others have long been woven into the character of our Nation; and

WHEREAS, from the earliest days of the American colonies, communities gathered in times of both hardship and abundance to give thanks to Almighty God for the blessings of life, harvest, family, peace, and providence; and

WHEREAS, in 1789, following the adoption of the Constitution, President George Washington proclaimed a National Day of Thanksgiving and prayer, calling upon the American people to acknowledge with grateful hearts the many favors of Almighty God and the blessings of civil and religious liberty; and

WHEREAS, during the darkest days of the Civil War, President Abraham Lincoln proclaimed a national Thanksgiving observance in 1863, recognizing the blessings enjoyed by the Nation even amid profound suffering and calling upon Americans to acknowledge the providence of Almighty God; and

WHEREAS, these historic proclamations reflect an enduring American understanding that liberty is accompanied by responsibility, that prosperity should inspire gratitude rather than entitlement, and that the blessings of self-government depend upon a virtuous and engaged citizenry; and

WHEREAS, Thanksgiving provides Americans of every generation an opportunity to remember the courage and sacrifices of those who came before us, including the men and women of the United States Armed Forces, veterans, first responders, public servants, and countless citizens whose service has preserved the freedoms we enjoy today; and

WHEREAS, among our Nation's greatest blessings are the freedoms of speech, conscience, assembly, and religion secured by our Constitution, including the right of every American to worship according to conscience, or not to worship, without coercion by government; and

WHEREAS education plays an essential role in transmitting to future generations an understanding of American history, constitutional liberty, civic responsibility, and the principles upon which our Republic was established; and

WHEREAS Thanksgiving also calls us beyond ourselves—to remember the poor, the lonely, the suffering, and those in need; to practice generosity and compassion; to strengthen the bonds of family and community; and to recognize our obligations to one another; and

WHEREAS the Orange County Board of Education recognizes the importance of teaching students the history and traditions of our Nation accurately and fully, including the significant role that religious faith, moral conviction, civic virtue, and gratitude have played throughout the American experience;

NOW, THEREFORE, BE IT RESOLVED, that the Orange County Board of Education recognizes and honors Thanksgiving as a cherished American tradition and encourages the people of Orange County to reflect upon the blessings of liberty, family, community, and self-government that we have inherited and are entrusted to preserve for future generations; and

BE IT FURTHER RESOLVED, that we express our profound gratitude to the members and veterans of the United States Armed Forces, first responders, educators, parents, and all those who serve their communities and our Nation; and

BE IT FURTHER RESOLVED, that we encourage our students to learn the history of Thanksgiving and the principles of gratitude, service, sacrifice, citizenship, and respect for the constitutional freedoms that distinguish the American Republic; and

BE IT FURTHER RESOLVED, that as families and communities gather during this Thanksgiving season, we honor the enduring American tradition of giving thanks to God according to the dictates of individual conscience, caring for our neighbors, remembering those who sacrificed for our liberty, and renewing our commitment to the ideals of our Nation;

BE IT FURTHER RESOLVED, the Orange County Board of Education hereby proclaims the Thanksgiving season a time of gratitude, remembrance, service, and patriotic reflection and extends to the students, families, educators, and citizens of Orange County its sincere wishes for a peaceful and blessed Thanksgiving.

PASSED AND ADOPTED by the Orange County Board of Education this 4th day of November 2026.

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I, **Tim Shaw**, President of the Board of Education of Orange County, California, hereby certify that the foregoing resolution was duly and regularly adopted by said Board at a regular meeting thereof held on the 4th day of November 2026.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 4th day of November 2026.

_____
Tim Shaw, President
Orange County Board of Education

Item: Board Recommendations #10

November 4, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: November 4, 2026

TO: Aracely Chastain, Assistant Superintendent

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

SUBJECT: Resolution Supporting Access to Youth Entrepreneurship Education

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RECOMMENDATION:

Adopt Resolution No. 27-26 in support of access to youth entrepreneurship education.

RESOLUTION OF THE BOARD OF EDUCATION

ORANGE COUNTY, CALIFORNIA

Resolution Supporting Access to Youth Entrepreneurship Education

WHEREAS, the Orange County Board of Education establishes that entrepreneurship-based education provides students with opportunities to develop practical skills in financial literacy, communication, problem-solving, leadership, creativity, decision-making, and business fundamentals that are applicable across a wide range of academic, professional, and personal settings; and

WHEREAS, entrepreneurship education creates opportunities for experiential learning by allowing students to apply academic concepts through identifying problems, developing products or services, understanding customers, setting prices, managing costs, marketing ideas, presenting solutions, and responding to real-world challenges; and

WHEREAS, the benefits of entrepreneurship education extend beyond students who ultimately choose to start businesses, as entrepreneurial thinking can help young people become more resourceful, financially capable, and prepared to contribute to their schools, communities, workplaces, and the broader economy; and

WHEREAS, access to meaningful entrepreneurship experiences and education is challenging in K-12 education programs. National research has established that sixty-nine percent (69%) of teens possess entrepreneur and business ideas but are unaware how to begin, highlighting the need for practical instruction that helps students move from ideas to implementation; and

WHEREAS, entrepreneurship represents a distinct college and career pathway, preparing students for opportunities in business ownership, management, finance, marketing, sales, innovation, and related fields while building transferable skills relevant across industries.

NOW, THEREFORE, BE IT RESOLVED by the Orange County Board of Education that:

1. The Orange County Board of Education recognizes entrepreneurship education as a valuable educational opportunity that can strengthen students' financial literacy, business knowledge, leadership, communication, innovation, problem-solving, and college and career readiness.
2. The Orange County Board of Education encourages schools and educational institutions throughout Orange County to provide students with opportunities to explore and practice entrepreneurship through experiential learning, business creation, project-based activities, competitions, mentorship, and other appropriate educational opportunities.
3. The Orange County Board of Education supports collaboration among schools, educators, businesses, universities, nonprofit organizations, entrepreneurs, and community partners to expand access to meaningful entrepreneurship education and real-world business experiences for students.
4. The Orange County Board of Education urges schools, community organizations, and educational institutions to prioritize resources, partnerships, and initiatives that promote access to entrepreneurship education and prepare students with the practical skills, knowledge, and confidence necessary to participate in California's evolving economy.

Passed, Approved, and Adopted this 4th day of November 2026.

AYES: ___

NOES: ___

ABSENT: ___

State of California)

County of Orange)

Resolution No. 27-26

I, Tim Shaw, President of the Board of Education of Orange County, California, hereby certify that the foregoing Resolution was duly and regularly adopted by said Board at a regular meeting thereof held on the 4th day of November 2026.

IN WITNESS THEREOF, I have hereunto set my hand and seal to this Resolution this 4th day of November 2026.

_____
Tim Shaw, President

_____
Jorge Valdes, Vice-President

_____
Mari Barke, Board Member

_____
Ken L. Williams, Jr., D.O., Board Member

_____
Lisa Sparks, Ph.D., Board Member

Item: Information Item

November 4, 2026

[X] Mailed [ ] Distributed at meeting

ORANGE COUNTY BOARD OF EDUCATION

BOARD AGENDA ITEM

DATE: November 4, 2026

TO: Aracely Chastain, Assistant Superintendent

FROM: David Giordano, Associate Superintendent, Administrative Services

SUBJECT: Education Code Section 1302 Information

BACKGROUND:

To recruit and retain high-quality candidates for positions within the organization, the Department has prided itself in maintaining a competitive salary and benefits package. Accordingly, the Department has made efforts to remain competitive with total compensation among similar Orange County school districts and county offices.

In accordance with Education Code Section 1302 and Board Policy 100-10, attached is information for all employees who will receive a salary increase of $10,000 or more in a 12-month period since we last reported in September 2026. The $10,000 limit was set in statute in 1999 and has not been adjusted.

There is a total of eight (8) positions identified that will receive a salary increase of $10,000 or more in a 12-month period. Three (3) of the positions identified received a promotion, and five (5) of the positions identified received a position reclassification.

RECOMMENDATION:

Receive the Education Code Section 1302 information for all employees who will receive a salary increase of $10,000 or more in a 12-month period.

ASSOCIATE SUPERINTENDENT, COUNTY OPERATED SCHOOL PROGRAMS (COSP)	25,218.76
DEPUTY SUPERINTENDENT, EDUCATIONAL EXCELLENCE	21,872.59
MANAGER, EDUCATIONAL SERVICES	19,703.12
MANAGER, EDUCATIONAL SERVICES	19,703.12
ASSOCIATE SUPERINTENDENT HUMAN RESOURCES, SAFETY & SUPPORT SERVICES	18,986.40
DIRECTOR, FAMILY SUPPORT SERVICES	14,720.76
DIRECTOR, STUDENT SERVICES	13,633.43
ASSISTANT SUPERINTENDENT, GOVERNANCE, CHARTERS AND FAMILY SUPPORT SERVICES	12,096.00