



Orangewood Foundation Board of Directors
Brown Act Meeting
June 8, 2021
3:30 – 3:45 p.m.

AGENDA

Page No.

SAMUELI ACADEMY REPORT

GREG DUNLAP

1. Call to Order
2. Approval of April 13, 2021 Minutes *Item for Approval*
3. Public Comment
4. OF/SA Management Services Agreement *Item for Approval*
5. Samuelli Academy Update **Anthony Saba**
 - Graduation
 - Summer programs
 - Plans for Fall
6. Other Business
7. Adjournment



BOARD OF DIRECTORS BROWN ACT MEETING MINUTES

Held Tuesday, April 13, 2021; 3:30 p.m.

Zoom Meeting

ROLL CALL

Directors Present: Marissa Barth, Stuart Bernstein, Alan Clifton, Cindy Dillion, Keith Duggan, Greg Dunlap, Bruce Fetter, Rich Dutch, Joel Goldhirsh, Daniel Houck, Bob Istwan, Sandi Jackson, Mitch Junkins, Steve Keefer, Kimberly Kirksey, Adam Koyanagi, Harry Langenberg, Renee Pepys-Lowe, Neena Master, Ken Parker, Lauren Peterson, Andy Phillips, Jeff Roos, Susan Samueli, John Stumpf, Sona Shah, Rick Sherburne, John Stratman, Kasey Suryan, Kris Theisler, Paul Tobin and Piero Wemyss.

Directors Absent: Bob Bartholomew, Adam Horowitz, David Dunn, Bob Istwan, Chris Jones, Joe Lozowski, Vic Merjanian, Mohit Mittal, Vikki Murphy, Tim Ryan, Susan Samueli and Shannon Tarnutzer.

Staff Present: Lupita Gutierrez, John Luker, Kendra Puryear, Anthony Saba, Pam Shambra, Chris Simonsen and Shay Sorrells.

MEETING INTRODUCTION

Greg Dunlap called the April 13, 2021 Orangewood Foundation Board of Directors Brown Act Meeting to order at 3:30 pm. He reminded the Board of the legislative changes that require this meeting to be a public meeting.

PUBLIC COMMENT

Greg opened the floor for public comment. No public comment was made.

GOVERNANCE

Chris Simonsen presented the resumes of Robert Santana and Shannon Zech. He shared that they have been serving on the Samueli Academy Governance Committee and are wanting to further their commitment to the school by joining the Board of Trustees. Sandi Jackson shared a few words about their history with the school and the incredible asset they would be to the Board.

A motion was made by Greg Dunlap, seconded by Steve Keefer and approved by all to approve Robert Santana and Shannon Zech as Board members for the Samueli Academy Board of Trustees.

EXECUTIVE DIRECTOR

Anthony thanked the Board for their attendance and their outstanding commitment and support to the Samueli Academy Board of Trustees, staff and students. He provide an update on the current state of the school. He shared that we are incredibly

Orangewood Foundation Board of Directors- Brown Act Meeting

Tuesday, April 13, 2020

Page 2

excited to be welcoming students back on campus and hope to be able to provide the amazing support we are known for to every student but especially those who have bene academically struggling during the pandemic.

He stated that we had another successful lottery for incoming 7th graders and 9th graders. He reminded the Board that 2021-22 will be the first year that all 6 grades are up and running as the 7th graders will transition to 8th grade. He shared that next year we will transition to only having one grade in the lottery again.

Anthony stated that due to the circumstances of the past year, many students will really benefit from summer school so Samueli Academy is providing a very robust academic summer school program to those that really need it to ensure they are ready for next year and on track to graduate.

OTHER BUSINESS

Greg opened the floor for other business. No new business was brought forth.

ADJOURNMENT

A motion was made by Greg Dunlap, seconded by Steve Keefer and carried by all adjourn the Orangewood Foundation Board of Directors Brown Act meeting at 4:00 p.m. The next meeting date will be set as needed.

CINDY DILLION, SECRETARY



**BOARD OF TRUSTEES
AGENDA ITEM COVER SHEET**

Agenda Item #: _____

Agenda Item: 2021-2022 Shared Services Agreement

Submitted by: John Luker

- Purpose:
- For your information
 - To get your perspective
 - For board action
 - Recommendation
 - X Vote

Background:

Annual review of the Shared Services Agreement between Orangewood Foundation and Samueli Academy for the provision of services.

Recommendation:

Reviewed and recommended for approval by Samueli Academy Finance and Governance Committee.

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made on this day ~~May 1, 2020~~ May 21, 2021, executed by and between Samueli Academy, a California nonprofit public benefit corporation operating a public charter school, and Orangewood Foundation (“Orangewood”), a California nonprofit public benefit corporation.

RECITALS:

WHEREAS, Orangewood has the knowledge, experience, and expertise necessary with respect to finance and accounting, information technology, fundraising, development, and human resources; and

WHEREAS, Samueli Academy operates a public charter school under a charter granted by the Orange County Board of Education (“Authorizers”) pursuant to the Charter Schools Act of 1992 (Section 47600 *et seq.* of the California Education Code); and

WHEREAS, Samueli Academy Board of Trustees (“Board”) may carry out any act and ensure the performance of any function by Samueli Academy and its charter that is in compliance with the California Constitution; the Education Code; other federal, state or local statutes and regulations, orders and rulings applicable to California charter schools; any operational Memoranda of Understanding between Samueli Academy and its Authorizer; and the charter (collectively “Applicable Law”); and

WHEREAS, Samueli Academy Board has determined that it is in Samueli Academy’s best interests to enter into this Agreement with Orangewood in order to obtain the services of Orangewood at their cost, and for a stated time period; and

WHEREAS, this Agreement is intended to outline the mutual understanding between Samueli Academy and Orangewood governing their respective fiscal and administrative responsibilities and their legal relationship.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt, sufficiency and reasonableness of which are hereby acknowledged, the parties agree as follows:

AGREEMENTS:

- I. Term of Agreement. The Agreement shall begin on July 1, 2021~~0~~, and run through June 30, 202~~1~~4, or until terminated as provided under Section III. Thereafter, the Agreement shall automatically renew for one year periods (July 1 – June 30) unless notice of nonrenewal is given with thirty (30) days advance written notice.
- II. Modification. Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties and indicate and intend to modify this Agreement. The duly authorized representative of Samueli Academy is the Chairman of the Board of Trustees. The duly authorized representative of the Orangewood is the Chairman of the Orangewood Board of Directors.

- III. Termination. Either party may terminate this Agreement at any time, with or without cause, with one hundred twenty (120) days advance written notice. In addition, this agreement may be deemed terminated automatically in the event the charter is revoked, or the charter school closed or the charter abandoned.
- IV. Services to be provided by Orangewood. Orangewood agrees to perform the Scope of Work outlined in **Attachment A**, attached here and incorporated by reference, and perform all deliverables, for which Samueli Academy will be charged fair and reasonable market rates.
- V. Payment and Terms. Samueli Academy will reimburse Orangewood at its cost for services as outlined in **Attachment A**.
- VI. Liability. Neither Party shall be liable for any errors, omissions, debts or obligations made or entered into by prior to the date of execution of this Agreement. It is the intent of the parties that Samueli Academy be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on Orangewood any liability arising out of the operations of Samueli Academy or its charter school, except as such liability may result from the provision of services by Orangewood to Samueli Academy. It is the intent of the parties that Orangewood be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on Samueli Academy any liability arising out of the operations of Orangewood, except as such liability may result from the provision of services to Samueli Academy.
- VII. Indemnification. Samueli Academy agrees to defend, indemnify and hold Orangewood, its employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses and costs (including attorney's fees and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance by Orangewood of its obligations under this Agreement, except such loss or damage caused solely by the negligence or willful misconduct of Orangewood.

Orangewood agrees to defend, indemnify and hold Samueli Academy, its employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses and costs (including attorney's fees and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance by Samueli Academy of its obligations under this Agreement, except such loss or damage caused solely by the negligence or willful misconduct of Samueli Academy.
- VIII. Confidentiality. Orangewood shall keep all confidential information made available to it under this Agreement confidential to the extent required by law; provided that nothing in this Agreement shall be construed as restricting Orangewood in performing the services, which require routine disclosure of such information to auditors, regulatory agencies, insurance carriers, and providers. With Samueli Academy's consent, Orangewood will provide financial references upon request to certification organizations, financial institutions, and potential grantors.

IX. Legal Relationship. The parties recognize that each is a separate legal entity. Samueli Academy shall have no authority to enter into a contract that would bind Orangewood, nor extend the credit of Orangewood to any third person or party. Orangewood shall have no authority to enter into a contract that would bind Samueli Academy, absent prior written authorization by Samueli Academy’s Board.

Samueli Academy affirms that Samueli Academy and its charter school shall remain solely liable for all debts incurred by Samueli Academy and that no action taken by Orangewood shall render Orangewood liable in any way for the debts of Samueli Academy. Orangewood affirms that Orangewood shall remain solely liable for all debts incurred by Orangewood and that no action taken by Samueli Academy shall render Samueli Academy liable in any way for the debts of Orangewood.

X. Non-Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other.

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

XII. Communications. Samueli Academy shall respond promptly to any Orangewood request for information, and Orangewood shall respond promptly to any request of Samueli Academy for information. Samueli Academy shall also respond promptly to any Orangewood request for clarification of any of Samueli Academy’s fiscal reporting obligations under this Agreement and/or the charter. Samueli Academy and Orangewood will endeavor to resolve disputed issues amicably through frequent and frank communication, and in accordance with the dispute resolution procedures outlined in Section XIII.

Any notice or communication required by, or permitted to be made by or given to either party pursuant to this Agreement, shall be sent to:

Samueli Academy:	Orangewood Foundation:
Anthony Saba, Executive Director	Chris Simonsen, CEO
1901 N. Fairview Street	1575 E. 17 th Street
Santa Ana, CA 92706	Santa Ana, CA 92705
714-619-0215	714-796-0203

- XIII. Dispute Resolution. Samueli Academy and Orangewood will resolve disputed issues amicably through frequent and frank communication. If a dispute arises out of or relates to this Agreement, or any alleged breach of this Agreement that cannot be settled through informal communication, the Parties agree to the following process:
- A. The disputing party must provide a brief written statement/summary (“Statement”) of the issue(s) in dispute. Within fourteen (14) days of receipt of the Statement, the Executive Director and CEO of the parties shall have an in-person meeting to discuss and attempt to resolve the issues.
 - B. If the dispute cannot be settled by good faith negotiation between the Executive Director and CEO, a meeting of the Board Chairs of Samueli Academy and Orangewood will take place. This meeting will occur within thirty (30) days’ receipt of the Statement.
 - C. If the dispute cannot be settled by formal meeting of the respective Board Chairs, the parties will submit the dispute to non-binding mediation in Orange County, California. If complete agreement cannot be reached within thirty (30) days of submission to mediation by a mutually agreed upon mediator, any remaining issues will be resolved by binding arbitration
- XIV. Attorneys’ Fees and Costs. In the event that an action or proceeding is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to its court costs, interest and reasonable attorneys’ fees as fixed by the court.
- XV. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

Dated: _____
Sandi Jackson, Chairman of the Board of
Samueli Academy Charter School

Dated: _____
Greg Dunlap, Chairman of the Board
Orangewood Foundation

ATTACHMENT A

SCOPE OF WORK

FINANCE, AUDIT & RISK MANAGEMENT

A. Financial/Audit support

- Orangewood Finance staff will partner with ExED, a third party consultant, to prepare a monthly financial dashboard, regular Federal and State reports, El Dorado SELPA reports, materials for Board meetings and the annual budget, and OCDE finance related compliance materials.
- Orangewood will provide monthly financial statements, budgets, accounts payable and treasury functions including reconciling deposits, cash reconciliations, credit management and positive pay.
- Orangewood prepares financial documents for the auditors and works side-by-side with the auditors to help ensure a smooth and timely audit process.
- Audit compliance training - Orangewood assists in developing financial policies designed to meet the requirements and help protect Samueli Academy from financial mismanagement. These policies and procedures will be updated annually.
- Orangewood Finance staff will partner with School Food Solutions, a third party consultant, to prepare monthly School Food Authority (SFA) invoices and annual reports and complete any Statewide audits.
- Orangewood Finance staff will prepare the meeting materials for the monthly Finance meeting and prepare Finance Committee minutes in compliance with the BROWN Act and post appropriately all meetings for the public and all minutes to the website as required.
- Orangewood Finance staff will prepare the meeting materials for any Audit committee meeting and prepare Audit Committee minutes in compliance with the BROWN Act and post appropriately all meetings for the public and all minutes to the website as required.
- Orangewood Finance staff will provide ad-hoc reports as requested by the Board and its committees for use in planning for the future. This could include ~~plans for a 7th & 8th grade,~~ teacher compensation, OCDE requests, WASC accreditation or other considerations.
- IRS Form 990 Support (and the corresponding State Franchise Tax Board Form 199) - Orangewood supports Samueli Academy and auditor in preparing Form 990 tax-exempt organization annual filing.

B. Risk Management/Corporate Insurance/Legal

- Orangewood will secure corporate insurance policies for Samueli Academy and its Board of Trustees. Policies would include items such as General Liability, Property, Workers Compensation and Directors & Officers.

- Orangewood will coordinate with Samueli Academy on any potential property or general liability claim and ensure that an incident report is filled out.
- The Orangewood pro bono law firm will occasionally provide management and support of general legal services.

INFORMATION TECHNOLOGY

A. Information Technology/Data and Communication Services

- Orangewood will provide and support a comprehensive technology-rich environment including IT infrastructure, wireless network, desktop/laptop support, printers, telecommunications, audio visual and security systems.
- Samueli Academy will be required to satisfy Orangewood standards for hardware, software, and maintenance as established from time to time. The network design and profile will be coordinated through Orangewood.
- The Orangewood IT Department will be responsible for the set-up, moving, maintenance and repair of any IT related issue or piece of equipment at the school.
- The Orangewood IT Department will respond to service issues within 24 hours. Issues to be resolved, escalated, or parts ordered within a 3-day period.
- Orangewood will oversee the implementation and management of the Avigilon security platform.

HUMAN RESOURCES / PERSONNEL

A. Personnel Management

- Job postings, interviews, and hiring decisions will be managed by school personnel. Orangewood HR will process new hires in a timely manner to ensure that positions are filled as needed. HR Department staff will meet with Samueli Academy new hires to review the various screenings they will need to complete. Once the new hire has passed all of the screenings, they will meet again to review benefits, the payroll system and organizational policies and procedures.
- Samueli Academy management will complete any necessary paperwork for the Verbal or Written Counseling Notices and then collaborate with their HR Department designated personnel to ensure compliance to labor regulations.
- Orangewood personnel will assist Samueli Academy staff in processing necessary paperwork for any employee termination along with being available for meeting with said employee for termination meeting.

B. Payroll & Workers' Compensation

- Orangewood will process the Samueli Academy payroll using the Paycom system, a third-party payroll processing firm, and complete the upload of the general ledger detail into the accounting system.
- Worker's compensation practices will be managed locally at Samueli Academy.

- Orangewood will process any paperwork and attend any hearings relating to Workers' Compensation claims of Samueli Academy employees.

C. Personnel Records Management

- Orangewood will assist with the setup of employee files and provides procedures to help ensure compliance with state and federal requirements regarding Live Scan procedures, TB Test information, and/or credential verification information.
- Orangewood will set up a system to keep track of expiration dates of First Aid/CPR, Professional Licenses/Credentials, and Substitute Credential, TB test, driver's license and proof of insurance.
- Samueli Academy shall abide by all state, federal and local requirements.

D. Compensation and Benefits

- Health benefits administration – Orangewood will lead the process to secure employee benefits for Samueli Academy employees on an annual basis.
- Samueli Academy and Orangewood will gather and evaluate compensation data in the relevant educational market for Samueli Academy to determine changes in compensation for Samueli Academy employees.
- Retirement plans and policies will be administered centrally by Orangewood for cost efficiency.
- Orangewood Foundation will manage STRS reporting to Orange County Department of Education and the reconciliation of the reporting to actual amounts collected through Paycom.
- Orangewood shall obtain long-term disability insurance ("LTD") and manage any claims related thereto, but Samueli Academy may incorporate state and local needs into their sick leave practice.
- COBRA benefits will be administered centrally by Orangewood for cost efficiency.

DEVELOPMENT / FUNDRAISING

A. Development/Fundraising

- Orangewood will conduct Samueli Academy site visits as needed and work with Samueli Academy teachers and staff to compile information and tangible outcomes that can be used to engage individual and corporate donors in order to meet the annual fundraising goal to support the school operations.
- Orangewood will research, write and submit foundation grants for Samueli Academy operations.
- Orangewood is responsible for helping to secure the necessary individuals and corporations to participate in the school's robust Work-Based Learning programs.
- Orangewood will manage provide operational support for special event fundraisers, as

needed, for the benefit of Samueli Academy operational support.

- Orangewood will provide oversight and management of volunteer groups such as the PALS auxiliary and the Junior League of Orange County, CA that wish to participate in activities for Samueli Academy.

B. Marketing

- Orangewood will assist with advertising and promotional activities as needed
- Orangewood will participate in public relations activities.
- Orangewood will assist in the development of printed promotional materials such as brochures, flyers, newsletters etc. as needed
- Orangewood will provide support for the website including new content if/when needed

Executive Office

A. Representation

- Orangewood will represent Samueli Academy in collaboration with the Executive Director as required with Orange County Department of Education, major donors, corporate partnerships, parent meetings and other third parties.
- The Orangewood CEO will work closely with the Executive Director and Board of Trustees to ensure the needs of the school are being met and will provide assistance when needed.

B. Governance

- Orangewood attends Governance committee meetings and Board of Trustees meetings and other committee meetings as needed.

€.

Facilities

- The Orangewood Campus Facilities Supervisor and Campus Facilities Coordinator will be responsible for adhering to and updating the maintenance plan of the campus as outlined in the Operations manual approved by the Board.
- The Orangewood Facilities team will maintain the campus in a manner that provides a safe learning environment for the students and staff.

COST FOR SERVICES

A. Compensation.

- The amount charged under this agreement is based on the estimated FTE percentage spent by each individual Orangewood Foundation employee supporting the school at their hourly/salary rate plus the cost of benefits. Time spent by these employees supporting Orangewood Foundation, the Capital

Campaign or the Orangewood Residential operations are excluded and not charged to the school.

- The total amount charged for the services provided by Orangewood Foundation for the 2021~~0~~-2022~~1~~ school year is \$6584,144664,773 payable in monthly installments of \$48,678.6655,397.75 which is at or below actual Orangewood cost and current market rates for these services. The actual cost of these services incurred by Orangewood Foundation is estimated at \$754,054696,775 for the 2021~~0~~-22~~1~~ school year.
- If Samuelli Academy exceeds net income forecasts in the 2021~~0~~-2022~~1~~ school year, Samuelli Academy Board of Trustees agrees to evaluate whether an additional allocation of funds to cover the true cost of Orangewood's services is appropriate.

B. In addition to the shared services noted above, Samuelli Academy and Orangewood have determined that it would be advantageous to both parties to have the foster youth support services previously approved in the Samuelli Academy budget as Samuelli employees to be employed and managed by Orangewood. As such, Orangewood will bill separately to Samuelli Academy the actual cost of these services as incurred. The two positions budgeted were for Student Success Coordinators, with one being licensed as an MFT or LCSW. One of these positions is currently employed and the second position will be added as determined necessary.

B.C. Auditor Hiring

On an as-requested basis Samuelli Academy may hire a 3rd party auditor to review the time allocation and costs charged to Samuelli Academy in order to ensure the overall amount allocated to the school is at or below market rate for these types of services.

Formatted: Indent: Left: 0.5", No bullets or numbering

From: **Mayleen Batres**

Date: Thu, Jun 3, 2021 at 4:30 PM

Subject: ****SALUTATIONS****

To: Anthony Saba

Greetings Mr.Saba!

I hope that you are doing well and staying safe during these stressful times. I don't think you might remember me, but my name is Mayleen Batres. I use to attend Samueli Academy Charter High School, and back when it was first known as The Academy Charter High School with a couple of bungalow for classroom usage, and a pile of dirt that was used by Mr.K to run up and down during physical education back in 2014. Those were the good old day. Now that I pass by it has changed so much, and it really shows how far the school has come and continues to excel.

I remember coming into the school with my expectations low, and thinking this is another regular high school that I will lay low, keep to myself, get by with descent grades, and graduate. Boy was I wrong! The school atmosphere was extremely different in the best way possible. It pushed me to be the best version of myself by enforcing presentations to better my public speaking skills (my biggest fear), engaging with my peers and staff (also another fear and always avoided), getting involved with my community, and strive for ultimate success in both school grounds and the working field. I could not have been more thankful for the opportunities the school has given me! I sure am glad my mom enrolled me into the school because without it in all honesty I don't think I would have been blessed with everything that has come my way. I never thought I would have been pursuing a higher education or even be given the job opportunities I have to this day. I am closer than ever to becoming a first-generation college graduate in my family and reaching my career goals.

As of today, I currently have 1 semester left to fulfill and graduate from California State University, Fullerton with a Public Health Bachelors. Within my educational career, I have also been able to land a job as a tutor through my fellow high school peer and supervisor, Victor Alvarez. We both work with the Orange County Children's Therapeutic Art Center. This is an awesome organization where we work with youth at risk and their families to improve the lives of youth who have complex needs. Services include counseling, family mentoring, and therapeutic art. You can find out more about what we do here: <https://www.occtac.org>. I work as a tutor here and get assigned children that struggle with subjects like Math and English to name a few, but it is more than just providing tutoring services. You become a mentor, a trusted advisor, and a "big sister or brother" to these children along the way. All of them are special in their own ways.

Recently, I got the opportunity to work with a student. We were introducing ourselves, and I shared that I graduated and attended Samueli Charter High School. She was surprised because she told me a friend of hers goes there. The more we talked, and I told her how it is as a student there, she expressed that she wishes her current high school gave her all those tools and support. I felt the sincerity in that and made a deal with her. The deal was that if she works hard in the last couple of weeks she has left in her school year and gets her grades up, then I will reach out to the head of the school and put in a good word. When I expressed that to her, you can tell there was a spark in her eyes and determination. She has been working hard despite her own personal and family struggles. From failing her Math, English, and History class to boosting her grades up two letter grades. She is full of joy, determination, and life given her situation, and never would I have thought she has a current open case with social services or struggled with mental health and physical health. She deserves a bright future and the support I was able to get at Samueli Academy. I truly believe that this school would be the right fit for her. My purpose in life is to help people, and I wasn't aware of that until I attended the school. I could only imagine the positive impact this student can have if she was accepted. With that said, that is why I am here. I understand that she must apply first and hopefully, she gets accepted for her 11th grade, but I felt like her story and situation needed to be shared.

As of now, until she started and submitted the application I can't disclose her name for legal reasons, but hopefully, you get to meet this student soon! She is an awesome student and loves to talk despite her claiming she is shy. Thank you for taking time out of your busy schedule to read this and may you continue inspiring others. Can't wait for the high school reunion and see how the school has evolved!

If you have any question, comments, or concerns please feel free to reach :) !

Thank you,

Mayleen Batres

Public Health-California State University, Fullerton