



**Alsea School District 7J
Board Recommendation Form**

To: The Board of Directors of Alsea School District
Prepared By: Krista Nieraeth, Superintendent
Date: January 13, 2025

Background: The charter that the district currently runs under was done incorrectly and is missing language that is required by law. As you all know, there were issues also with the student enrollment and the number that could be in person versus online and when those numbers would make Alsea Charter School classified as a virtual charter school vs. a brick and mortar school. OSBA recommended that the charter be amended to ensure the charter is legal. I worked with OSBA to create a charter that followed legal requirements. This final document has been passed through our legal counsel, who said it followed all legal requirements.

Action Requested: To approve the amended charter as presented.

Motion Requested: "I motion to approve the amended charter as presented."

CHARTER FOR THE
ALSEA CHARTER SCHOOL
301 S 3rd St
Alsea, OR 97324

THIS CHARTER FOR THE ALSEA CHARTER SCHOOL is entered into and executed on July 12, 2021 by and between the Board of the Alsea School District ("District") an Oregon school district, and the Alsea Charter School, ("ACS"), an Oregon K-12 Charter School.

RECITALS

WHEREAS, the Oregon legislature has enacted ORS CHAPTER 338 (the "Charter School Act") to set forth, among other things, the conditions under which a public charter school may be sponsored by a common school district; and

WHEREAS, the Board held a public hearing on the provisions of the proposal in accordance with ORS 338.055 (1) and evaluated the criteria set forth in the Charter School Act; and

WHEREAS, by board vote passed July 12, 2021, the District Board conditionally granted the application contingent upon the negotiation and execution of a contract acceptable to ACS and the District; and

WHEREAS, the Charter School Act requires that ACS and the District enter into this agreement to establish the charter under which the Alsea School District will operate as a public charter school; and

WHEREAS, the parties desire that the Alsea School District be authorized to continue to operate as a public charter school in accordance with the terms of this Charter and the Charter School Act;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings, releases, and payments herein described, the parties agree as follows:

SECTION 1 - Purpose of the Alsea Charter School

Philosophy and Mission. The philosophy of Alsea Charter School (ACS) is to build stronger working relationships among educators, parents, and other community members. ACS will create a community-based, technology-infused, problem-solving curriculum for grades Kindergarten through 12, incorporating state content standards aimed at preparing students to meet or exceed state assessments, build leadership skills, and prepare students for life beyond school.

Non-religious and Non-discrimination Policy. The education program of ACS shall be nonreligious and nonsectarian. ACS shall not discriminate against any student or staff on the basis of race, creed, color, sex, national origin, religion, ancestry, disability, marital status, sexual orientation, English language ability, athletic ability, income level or political beliefs and/or affiliations. All student enrollment and admission policies and procedures shall strictly adhere to ACS's nondiscrimination policy. ACS will comply with all applicable federal and state laws, rules and regulations regarding nondiscrimination.

SECTION 2 - Interpretation: Integration

Definitions. Capitalized terms used in this Charter and not otherwise defined shall have the meanings set forth below:

"Admission" means that a student has been formally accepted as a student at ACS and has enrolled with ACS in accordance with the ACS admission policies and procedures.

"Board of Directors" means the elected Alsea School District Board of Directors.

"Charter Board or Charter Board of Directors" means the elected Alsea School District Board of Directors.

"Charter School Act" means ORS Chapter 338 and the rules and regulations promulgated by the Department there under, as the same may be, from time to time, amended or modified.

"Core" means those teachers delivering language arts, math, science or social studies instruction, including elementary teaching staff.

"Department" means the Oregon Department of Education.

"District" means the Alsea School District.

"Fiscal Year" means, with respect to the District of ACS, any twelve-month period beginning on July 1 and ending on the ensuing June 30.

"Full-time Enrolled Student (FTE)" means a student attending ACS grades K-12 shall count as a 1.0 FTE.

"IDEA" means the Federal Individuals with Disabilities Education Act, commonly referred to as public Law 94-142 (as amended).

"IEP" means an individualized education program created for a student with disabilities to whom the IDEA applies.

"IEP Team" means a committee of qualified educators charged with the task of evaluating the special needs of a Special Education Student to create an IEP for the student and determine the most appropriate educational setting for the student.

"ACS" means, as the context requires, the Alsea Charter School, a charter school formed for the purpose of converting and operating a kindergarten through grade twelve (12) school district, as a public charter school district.

"Special Education Student" means a child with disabilities for whom the IDEA requires the development of an IEP.

"State" Means the State of Oregon and, as the context requires, Oregon's executive, judicial or legislative bodies and their agents and agencies.

Incorporation of Attachments and Interpretation of Conflicts. This charter application will be incorporated as if fully set forth herein, provided that, if any conflict exists between the provisions of the body of this Charter, applicable state law and the provisions of the attachment, priority in interpretation shall be first given to federal and state law and administrative rules, then to the body of this Charter, and lastly, to the provisions of the hereto to be included: The Alsea School District Integrated Plan.

SECTION 3 - Term

Initial Term. This Charter application will be effective upon approval of both parties and, unless otherwise terminated as provided herein, shall expire at midnight on June 30, 2026.

SECTION 4 - Educational Program and Curriculum

Age and Grade Range. Unless modified as provided herein, ACS shall provide instruction to students in grades K-12.

Curriculum.

General Requirements. ACS shall implement its instructional programs to include, at a minimum, mathematics, science, social science, language arts, physical education, health, vocational technology and agriculture, second language, and the arts. ACS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Charter, in a manner consistent with state law.

State Standards. ACS agrees to develop and maintain curricular content that is articulated K-12 and aligned to the state standards in English, mathematics, science, and social science. Assessment tools for essential skills will be implemented and utilized. The program for the Arts will be developed as art and vocational technology. Physical education will include elementary and secondary grades. ACS will provide adequate course offerings to ensure all students the opportunity to accomplish essential skills and expanded options and receive a diploma upon successful completion of that course work and the required assessments. The educational program, pupil performance standards and curriculum designed and implemented by ACS shall meet or exceed applicable content standards adopted by the State and shall be designed to enable each pupil to achieve such standards.

English as a Second Language. ACS shall assess the English language proficiency of any students identified as coming from a non-English-speaking background, or whose first language is other than English. ACS shall provide English as a Second Language Program for such students as they qualify.

Participation in Extracurricular Activities of ACS. ACS students are eligible to participate in extracurricular activities provided by the Charter according to the eligibility requirements of OSAA (Oregon Schools Athletic Association) and District Student Activities Policy. ACS transfer students must comply with applicable OSAA rules before being eligible to participate in OSAA extracurricular activities.

Aligned Education Model. ACS will achieve its mission and educational goals through the development of an aligned K-12 curriculum that focuses ACS resources, optimizes student learning, increases efficiency, and eliminates curricular gaps by aligning to the State Benchmarks. The staff will receive training in their specific content area(s); innovative teaching techniques; classroom management; curriculum development; methodology related to effective practices within a small, remote, rural educational environment; and other areas of professional development.

Innovative Programs may include but are not limited to:

- Develop community partnerships in core and elective classes
- Develop a personalized education plan (PEP) for each student
- An emphasis on skill building and leadership development throughout the curriculum
- Project-based learning
- Online courses
- Science, Technology, Engineering, Arts, and Math (STEAM) educational offerings

ACS will grant credits to its students under the applicable laws and rules.

SECTION 5 - Opening date and School Calendar; Tuition; Admission and Enrollment

School Calendar. The ACS school year and attendance schedule will be based on and developed with the goal of accommodating curricular needs and employee contracts of ACS and will adhere to the District Adopted Calendar.

Tuition. ACS will not charge tuition for programs, classes or courses of study as part of the regular school program. ACS may charge reasonable fees for tuition, application processing, instructional materials, related to optional coursework available online or through other distance or independent learning providers. ORS 339.141, 339.147, and 339.155 will apply to fees charged to students.

Students in Poverty. ACS shall provide waivers from all fees for those students unable to pay in accordance with applicable federal and state law and ACS policy. ACS shall survey its student population for those eligible for free and reduced breakfast and lunches under federal and state law, if ACS elects to provide breakfasts, lunches or other meal related programs for students.

Policies and Procedures for Admission and Enrollment

Eligibility; Voluntary Enrollment.

Student enrollment shall be voluntary. All students who reside in the District are eligible for enrollment, and, under the conditions set forth herein, and as permitted by State law and District Policies, students who reside outside of the District ("non-resident students") may also be admitted. Enrollment of Special Education Students shall be the same as for the students in general, except as modified by the special placement procedures set forth in Section 6. The ACS enrollment application form will ask if the student applicant has an IEP or a 504 plan but this information shall not be used to determine eligibility. Students who choose not to attend ACS may transfer to other district regional schools, charter schools, or home school by requesting a transfer.

Enrollment Numbers

Enrollment Target. Student enrollment shall be generally limited based on grade level as follows: K-12 range (23 students per classroom (K – 6) and per class (7 – 12)) with a total school enrollment cap of 300 students, with the exception that all students residing within the District shall be allowed to attend the Charter School.

Minimum Enrollment. The minimum enrollment shall be twenty-five full-time enrolled students. This estimated number of total students shall be established annually, as part of the budget preparation process, by the Budget committee, The Board of Directors, and District administrative staff.

Should student enrollment fall below this estimate of full-time enrolled students at any time during the year, the Board of Directors shall be notified. Subject to the limitations of the State requirements, and based on the circumstances of the reduced enrollment, the Board of Directors may consider what action, if any, will be taken.

Lottery. To the extent permitted by this Charter and State law, if more non-resident students apply for any grade than can be accommodated, admission will be based on an equitable lottery conducted by under the following principles:

Non-resident Students. To the extent permitted by this Charter and State law, a non-resident student admitted to the Alsea School District or ACS will have the same enrollment preferences (including sibling enrollment preferences) as a student who resides within the boundaries of the District, and shall not be dropped from the ACS enrollment for any reason related solely to his or her place of residence or to a change in his/her place of residence.

Equitable Principles. Lottery selection shall be guided by recognizing the following order of priority for admission:

1. siblings of students who were enrolled at ACS during the previous year/years;
2. students who were on a waiting list, and have re-applied for admission;
3. non-resident students who are not eligible under categories 1 or 2.

The foregoing priority levels shall be applied in each year of enrollment with students within each level being selected, if necessary, by random lottery no later than June 1. Lottery dates shall be posted on the district website.

Waiting lists; Filling Vacancies. At any phase of enrollment, applicants who cannot be accommodated for admission may be placed on a waiting list. The exception to this will be Alsea resident students. During the ensuing school year prior to October 1, any vacancy which occurs shall be filled first from the waiting list, according to the same preferences as applied to the original lottery, and, after exhaustion of the waiting list, new applicants may be considered, on a first-come, first-served basis. No new non-resident students may be admitted for the current school year after October 1st.

SECTION 6 - Education of Students with Disabilities Application and Enrollment:

Non-discrimination in Enrollment. ACS will not intentionally discriminate against enrolling Special Education Students or otherwise violate laws applicable to Special Education Students. ACS will admit students without regard to their status as Special Education Students, if the student's IEP Team determines that ACS is the appropriate placement.

Identification of Students Eligible for IEPs. ACS will ensure that at least one of its staff or appropriate ESD personnel work with the school district of any non-resident student to ensure that the federal laws for identifying and evaluating children with special needs are carried out in good faith.

Administration of Special Education Student IEPs. ACS will provide Special Education Services in accordance with state and Federal law.

SECTION 7 - Student Performance

Academically Low Achieving Students. ACS shall identify academically low achieving students and shall provide opportunities within its educational program for remediation of the specific areas of deficiency.

Student Performance:

Assessment. In addition to its grading system ACS shall conduct periodic testing of students according to any educational testing system generally accepted by Oregon school districts. ACS shall participate in the statewide assessment system developed by the Department of Education under ORS 329.485(1) or any required federal assessment. ACS may choose to test more frequently as funding and testing instruments become available.

Corrective Action. If periodic testing at any grade level establishes that students are performing at levels lower than the State average (as applicable to the tests used by ACS), ACS shall create a plan for the remediation of the specific areas of deficiency for the student and assess the need for improvement of its teaching effectiveness in the relevant grade levels. ACS may request program evaluation and review from outside organizations or agencies if it is deemed necessary, as funds are available.

Student Attendance, Conduct and Discipline:

Attendance. ACS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the Department of Education and other agencies as mandated by law. Student attendance at ACS shall be in compliance with Oregon's compulsory attendance law ORS 339.001-090.

Discipline Policies. ACS shall continue to implement the discipline policies established for the Alsea School District, which provides an age-specific code of conduct, rules, student rights and appeal procedures. Complying with all state and federal laws, ACS shall notify its students and parents of the student rights and responsibilities by the issuance of a handbook, and shall keep its discipline, conduct and student rights policies in a location that is accessible to students and the public.

Suspension and Expulsion. Discipline involving suspension and expulsion shall be achieved according to Oregon law and Alsea School District Policies. All ACS expulsion proceedings shall be administered according to Alsea School District policies appropriate to student age and/or grade level. Grounds for expulsion from ACS shall be consistent with state and federal law.

SECTION 8 - Administrative Services

Complaint Procedures. ACS shall operate under the current administrative process as followed by the Alsea School District for resolving public complaints against ACS, including complaints regarding curriculum.

Student Welfare and Safety. ACS shall comply with all regulations, and applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, the reporting of child abuse, accident prevention, disaster response and any applicable local, state or federal health, sanitation or environmental regulation.

Health and Social Services. ACS may contact and contract with outside agencies for the delivery of health and social services for students. ACS shall inform the required authorities of any incident regarding child abuse and neglect, concurrent with state required reporting. ACS shall comply with state and federal law relating to medication administration to students.

Insurance Coverage Required. Alsea School District shall secure, retain and provide proof of the following insurance on behalf of the ACS: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and employee dishonesty insurance.

Coordination of Risk Management Activities. ACS agrees that it will report its risk with the Board of Directors. This will include the prompt reporting of any and all pending or threatening claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims in which ACS is named. ACS will report and keep records of all accidents and injuries occurring on District- owned property, a summary of these reports will be given to the Board of Directors.

Third-Party Contracts. ACS shall not enter into any contract for comprehensive school management or operation services to be performed in substantial part by an entity not a party to this Charter. All such contracts shall be entered into exclusively by the Alsea School District Board of Directors.

ADA/504 Obligations. ACS acknowledges that it is legally responsible to comply with Section 504 of the Rehabilitation act of 1973, the Americans with Disabilities Act of 1990 and ORS 659 with respect to its students, staff and patrons. ACS may contract with the appropriate outside agency or organization for services or accommodations to meet ACS's legal obligations under these statutes.

Transportation. ACS students may obtain transportation through the student's parent/guardian or existing/new public school bus lines. Provisions of District home-to-

school transportation will be available as required by state law and Department of Education rule, on the days when the ACS has students in attendance.

ACS School Building. ACS shall be operated at the site and use all the facilities of the Alsea School District. All premises, furnishings and equipment shall be transferred as a component of this conversion. In the event of termination of this charter only those premises, furnishings and equipment purchased with charter implementation grant monies shall be held liable for redistribution under ORS 338.105(6). All other premises, furnishings and equipment shall return to Alsea School District or other such entity as shall be designated by the Board of Directors in accordance with District policy and applicable state and federal law.

Use of District Contracts. ACS shall purchase textbooks, equipment, materials and supplies as currently provided in Alsea School District policy. These procedures may be modified by the Superintendent or the Board of Directors to ensure the efficient operation of ACS.

District's Contract Services. In as much as ACS will be the sole existing entity it is understood that the entire amount of funding provided from all sources will be converted to use by ACS.

SECTION 9 - Reports

General. ACS shall comply with all applicable record-keeping requirements of federal and state law and, shall provide any additional reports necessary to enable ACS to meet District's reporting obligations to the Oregon Department of Education. Student records maintained by ACS shall include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, and documents required pursuant to the statewide assessment system under ORS 329.485 (1), and any documentation required under federal and state laws regarding the education of students with disabilities.

Annual Charter School Report. ACS shall comply with all reporting requirements of the Charter School Act, including provision of any annual report of ACS and student performance to the Board of Directors and the State Board of Education. The annual reports shall be delivered to the Board of Directors at a scheduled public meetings and will contain, without limitation, the following: summary data on the progress toward meeting its academic goals and objectives; the audited financial statements of ACS, including proofs of insurance; policy development issues; student attendance and student discipline information; the results of grade level performance testing; a summary of all corrective action plans and their effectiveness; and all information necessary to make a determination of whether ACS is in compliance with the Charter School Act. The annual report shall be due no later than December 1st of each year.

List of Teachers and Students. As determined by need, ACS shall identify for the District any personnel needs required for the operation of the school in accordance with federal, state or district laws or policies. ACS shall maintain personnel files with all licensure information for all employees. ACS will submit a count of all ACS students currently enrolled at the District's September school board meeting and a student list if requested by the board of directors. The list of all students will remain confidential, within the limits of State Law

and District public records policy.

Accountability. ACS shall be accountable to the Board of Directors. All records established and maintained in accordance with the provisions of this Charter, ACS policy and federal and state law shall be open to inspection by the Board of Directors. ACS is obligated to collect and provide such data regarding staffing, student enrollment, student records, and school operations, with reasonable notice/request by the Board of Directors.

Policies. Designees of the ACS shall work with the Board of Directors to revise, as needed, the existing policies and procedures previously adopted by the Board of Directors or by its administrative manager with respect to any matter relating to its operations and educational programs. The Board of Directors may approve the use of assistance from outside agencies or organizations for this purpose.

SECTION 10 - Financial Management, Funding, Reporting and Accountability

Operational Powers. In as much as ACS will be the sole entity and subject to the conditions and provisions of this Charter, ACS, through the Board of Directors and the Superintendent as Chief Operating Officer, shall be fiscally responsible for its operations.

District Funding.

Base Level Funding. In as much as ACS will be the sole existing entity it is understood that the entire amount of funding provided from all sources will be converted to use by ACS.

Gifts, Donations and Grants. In addition, ACS may accept gifts, donations or grants, provided that no such gifts, donations or grants may be accepted if contrary to applicable law. In the event that ACS solicits funding from any source it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. ACS shall include all gifts, donations, and grants in its financial reports.

Budget. ACS shall prepare a budget within the guidelines of state law.

Financial Records, Audits and Accounting Reports.

Standards. ACS shall establish, maintain and retain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations and generally accepted accounting principles ("GAAP"),

Periodic Reports. ACS will provide the Board of Directors with copies of its monthly, quarterly and fiscal year annual accounting reports. ACS shall provide the Board of Directors with a copy of its cash- flow projections for each Fiscal Year and notify the Board of Directors of any unexpected event or circumstance that will impact the cash flow of the District.

Annual Audit. ACS will arrange an annual audit of ACS's accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.998. ACS will provide the Board of Directors with a copy of the audit during the financial review or in its annual report, whichever comes first.

Annual Financial Review. Designated ACS staff and the Board of Directors shall review the operations, financial and otherwise, of ACS at least annually.

SECTION 11 - ACS Personnel Procedures

- A. ACS Authority; Status of ACS Employees.** All ACS employees shall be hired by the District and assigned to ACS. All personnel decisions shall be subject to the established policies and practices of the Alsea School District regarding the selection and hiring, training, discipline and firing of its teaching, administrative and operations staff with the exception of those changed by waiver or mutual consent of parties in a Collective Bargaining Agreement (CBA). The current Alsea School District CBAs will be honored and maintained by ACS. All employee groups will be notified of the change and given an opportunity to provide input to the Alsea Superintendent and Board of Directors.
- B. Policies.** ACS will be subject to Alsea School District policies in compliance with all applicable federal and state laws and Collective Bargaining Agreements in effect at during the life of this charter regarding recruitment, promotion, discipline and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures as referenced in ORS 338.135
- C. Payroll.** Employees shall be paid through the payroll department of the District according to existing Alsea School District payroll procedures unless changed during the life of this charter.
- D. Benefits.** The licensed and classified staff at ACS will receive benefits in compliance with any applicable collective bargaining agreements or as otherwise provided by ACS. ACS supervisory staff will receive benefits in accordance with their employment contracts.
- E. PERS.** As required by the Charter School Act, ACS shall participate in the Public Employees Retirement System (PERS) for its employees or its successor system(s).
- F. Employee Welfare and Safety.** ACS shall comply with applicable federal and state laws concerning employee welfare, safety and health issues.
- G. Employee Records.** ACS shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable federal and state laws concerning the maintenance, retention and disclosure of employee records.
- H. Placement upon Revocation of Charter.** In the event of termination or non-renewal of this Charter, ACS shall follow the reduction-in-force provisions in any applicable, collective bargaining agreements for licensed and classified employees. If as a result of termination or non-renewal of this Charter, a determination is made to reconstitute the District as a regular public school district under the authority of the Board of Directors, the Board of Directors will, as staffing requirements permit and funding allows, and on the recommendation of the Superintendent, make every effort to rehire all staff employed by ACS at time of its reconstitution as a regular public school district.

- I. Substitutes.** ACS will be responsible for providing coverage for all ACS teachers requiring substitutes in accordance with existing practices, policies and state rule and law.
- J. Licensure.** Up to fifty (50%) of full-time equivalency of ACS core teachers shall hold a valid teacher's license from TSPC (Teacher Standards and Practices Commission).
- K. Professional Development.** ACS shall provide professional development opportunities to ACS staff as provided for in District policy, state law, and any applicable collective bargaining agreements. ACS may collaborate with the other agencies or organizations for joint professional development opportunities.
- L. Teacher Standards & Practices Commission (TSPC) Obligation.** ACS shall meet any and all qualifications and reporting obligations to TSPC regarding its employees.
- M. Criminal Background Checks.** ACS shall not knowingly employ any individual for whom a criminal background investigation has not been initiated or who has been convicted of one or more offenses in District Policy and Rule. The District will provide all criminal background checks, as required by ORS 342.223.

SECTION 12 - Termination

With the exception of termination by mutual agreement or the election of non-renewal by a party upon the expiration of any Charter term, this Charter may be terminated as provided in this Section 12.

- A. Termination by Board of Directors Subject to 60-Day Notice.** The Board of Directors may terminate this Charter upon not less than sixty (60) days prior written notice to ACS upon the occurrence of one of the following events:
- 1. Breach of Contract.** Breach by ACS of any material term or condition of this Charter, other than a breach or condition described in subsection 12(c), which continues for more than thirty (30) days after ACS receives written notice from District specifying the nature of the breach and demanding its cure, provided that, if the nature of the breach prevents it cure within thirty day, then this Charter may not be terminated if within the thirty-day period, ACS submits a plan for the curing of such breach that is satisfactory to the District and diligently prosecutes the plan to its satisfactory conclusion. Material terms and conditions include, but shall not be limited to:
 - Breach of any condition or requirement set forth in the Charter School Act or any state or federal law applicable to ACS under ORS 338.115 of the Charter School Act;
 - Failure to maintain any insurance required by this Charter;
 - If any of the conditions in ORS 338.105 (1)(a-f) apply.
 - 2. Financial Instability.** ACS shall be deemed financially unstable only upon its failure to pay its debts when due and payable, or upon the filing in any state or federal bankruptcy court of any claim for relief from its creditors, or if litigation shall be

commenced by its creditors. Failure to maintain budget in relation to enrollment shall require reconciliation between revenue and expenses with expenses not to exceed revenue. Said failure shall be deemed sufficient cause for termination of the charter only in such circumstances as no viable plan to remedy the failure, is put forward within thirty days of notification to the Board of Directors. The Board shall have thirty (30) days to consider and approve or disapprove the plan. Should the Board of Directors disapprove the plan the process for Charter termination will be followed as prescribed in Section 12.

3. Failure to Maintain Minimum Enrollment. This Charter may be terminated if ACS fails to maintain an enrollment sufficient to provide adequate funding to continue operations. At no time shall total enrollment drop below 25 students as required under ORS 338.115(5)

B. Notice and Right of Appeal. The Board of Directors shall notify ACS at least 60 days prior to the proposed effective date of any termination under subsection 12(1)(a). The notice shall state the grounds for the termination. ACS may request a hearing by the Board of Directors by written request within ten (10) days of the notice of termination. ACS may appeal the decision of the District's board to the State Board of Education. The decision of the State Board of Education may be appealed pursuant to applicable State law.

C. Termination by District without Notice. The Board of Directors may terminate this charter immediately and close ACS if ACS is endangering the health or safety of its students.

1. Hearing on Termination. The ACS Council may, in writing, request a hearing from the Board of Directors on the termination of this Charter under this subsection 12(c). The District shall hold a hearing within 10 days after receiving the request.

2. Appeal to Board of Education. The ACS Board may appeal a decision of the District under this subsection to the State Board of Education. Throughout the appeals process, ACS shall remain closed at the discretion of the Board of Directors unless the State Board of Education orders the Board of Directors to open ACS and not terminate this Charter.

D. Termination by the Board of Directors for Lack of Funding. The Board of Directors may terminate this Charter at the end of a semester, and upon such notice as may reasonably be given if ACS should become unable to receive State funding provided herein for reasons beyond the Board of Directors' control.

E. Termination by ACS. ACS may only terminate this Charter, dissolve or close the ACS at the end of a semester with not less than 90 days' written notice prior to the proposed effective date of the termination, closure or dissolution. Subject to the foregoing limitation, the decision to dissolve this Charter shall be at the will of ACS.

F. Effect of Termination. Termination of this Charter shall not abridge ACS's legal authority to operate as a non-chartered public school. However, if this Charter is terminated, all ACS assets that were purchased with public charter school funds may be required to be given to the State Board of Education. Notwithstanding the foregoing,

and to the extent permitted by law, in the event of a termination of this Charter, all assets, equipment, supplies and other items provided to ACS which were the sole property of the Alsea School District prior to this Charter or were added after the fact with funds not a part of public charter school funds or are of a nature that their loss or absence would prevent the operation of the District or its programs after termination of this charter, shall be returned or retained by the Alsea School District.

SECTION 13 - Status of Parties/Governance

In as much as ACS will be the sole existing party, acts of ACS shall be binding. ACS shall have the full authority to enter into contracts and agreements necessary for the operation of ACS to the extent as the district has allowed any school past or present to do and to exercise additional powers granted by ACS by the Charter School Act and State law.

Board of Directors acceptance of Liability. The parties to this Charter expressly acknowledge that ACS is operating as the agent, and under the direction and control, of the Board of Directors. The Board of Directors assumes that liability normally associated with Boards of other Oregon public schools for any loss or injury resulting from, including, but not limited to any loss arising from: The acts or omissions of the ACS, its directors, trustees, agents or employees; The use and occupancy of the building occupied by ACS or any matter in connection with the condition of such building; or any debt or contractual obligation incurred by the ACS.

SECTION 14 - Indemnification

In as much as ACS will be the sole existing entity and as such has no other party to indemnify this section is null and void.

SECTION 15 - Dispute Resolution

In matters related to disputes between the Board of Directors and the Charter School, the parties agree that the State Board of Education or its designated representative shall act as arbitrator, or other such agency as shall be established by law.

SECTION 16. Miscellaneous Provisions

- A. Entire Agreement.** This Charter, with appendices and attachments, contains all terms, conditions and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto as of its date of execution, and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this Charter.
- B. Governing Law.** This Charter shall be governed by, subject to and constructed under the laws of the State of Oregon without regard to its conflicts of law provisions.
- C. Assignment.** This Charter may not be assigned or delegated by either party under any circumstances, it being expressly understood that the Charter granted by this Charter runs solely and exclusively to ACS as a public Charter School sponsored by the Board of Directors.

D. Amendment.

1. In General. Except as expressly provided herein to the contrary, this Charter may be modified or amended only by written agreement between ACS and the Board of Directors and/or their designee.
2. Changes in Law. This Charter shall be automatically amended to include any amendment, deletion or change in law, which, by its own terms, is made applicable to matters contemplated by this Charter. In addition, if the State develops any new rules, regulations or statutes that may affect the terms of this Charter or otherwise affect ACS, ACS and the Board of Directors shall review this Charter and determine whether this Charter shall be amended. The amended law will only take effect if the legislature indicates it applies to existing charters.

E. No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or taken to constitute a waiver of any succeeding or other breach.

F. Severability. If any provision of this is determined to be unenforceable or invalid for any reason, the remainder of the contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Charter.

G. Prior Actions. It is expressly agreed and understood that as a condition precedent to this Charter becoming effective on the effective date specified below, ACS shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date and failure to do so shall constitute grounds for the Board of Directors to declare this contract null and void.

SECTION 17. Notice; Designated Representatives

Notice. Until a party provides written instructions to the contrary, any notice required or permitted under this Charter shall be in writing and shall be effective upon either personal delivery (subject to verification of service or acknowledgement of receipt), email, or one day after mailing when sent by certified mail, postage prepaid, to the party at the address shown below:

Alsea Superintendent
301 S 3rd St
Alsea, OR 97324

SECTION 18. Power of District Liaison or Superintendent

The District hereby represents and warrants that the functions and powers of the District Board may be exercised by the liaison or Superintendent in accordance with adopted policies. Any ultimate decision regarding renewal, non-renewal or revocation of this Charter may be made only by the Board of Directors.

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SECTION 19. ACS Authority to Enter into Contract

The Alsea Charter School expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Charter on behalf of ACS and that the Alsea School District has duly approved this Charter. ACS shall provide a copy of its written resolution authorizing ACS to enter into this Charter.

In Witness Whereof, the parties have executed this Charter/Contract as of the date below.

**Board of Directors
Alsea School District**

**Superintendent
Alsea School District**

By: _____
Alsea School Board Chair

By: _____
Alsea School District Superintendent

Date: _____

Date: _____