

**SUNNY WOLF CHARTER SCHOOL**

**CHARTER**

**Ready for voting (June 15, 2010)**

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## **CHARTER FOR THE SUNNY WOLF CHARTER SCHOOL**

**THIS CHARTER FOR THE SUNNY WOLF CHARTER SCHOOL** (this “Charter”), is made and entered into as of its date of execution by and between the Board of the Three Rivers School District (“District”), an Oregon common school district, and Sunny Wolf Charter School (“SWCS”), an Oregon nonprofit public benefit corporation.

### **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**, an application was submitted by SWCS to the District for formation of SWCS as a charter school to operate within the School District; and

**WHEREAS**, the District has determined that the application submitted by SWCS, complies with the purposes and requirements of the Charter School Act; and

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

**WHEREAS**, the District Board conditionally granted the application contingent upon the negotiation and execution of a contract acceptable to SWCS and the District; and

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

**WHEREAS**, the parties desire that SWCS be authorized to operate 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, covenants and payments herein described, the parties agree as follows:

## CHARTER

### SECTION 1. Creation of Charter; Nature, Power and Purpose of SWCS.

(a) **Name, Purpose.** This agreement between SWCS and the District (this “Charter”) creates a public school charter under ORS 338.065 and shall be known as the “Sunny Wolf Charter School .” This Charter acts as the legal authorization for the establishment of SWCS as a public charter school under the Charter School Act. This Charter shall be legally binding on both the District and SWCS and their permitted successors, heirs and assigns.

(b) **Powers.** In addition to its general corporate powers, SWCS shall have and exercise all of the powers, privileges, immunities and authorities granted to public charter schools by the Charter School Act and the laws of any other State or federal entity having jurisdiction over the operations of SWCS.

(c) **Corporate Status and Governance.** SWCS shall at all times maintain itself as an Oregon nonprofit public benefit corporation and shall be governed by its Board of Directors, as provided in its articles and bylaws in compliance with State laws concerning ethics and conflicts of interest of public officers. SWCS shall provide the District with a copy of any amendments to its articles and bylaws.

(d) **Public Nature.** SWCS is not a governmental entity or agency of a governmental entity and shall have no power to levy taxes or to issue bonds for which the public is or may become liable. However, SWCS shall be subject to the following laws that govern public bodies, as required by the Charter School Act:

(1) **Public Meetings.** All meetings of the SWCS Board shall be open to the public, except as otherwise permitted by law, and shall be subject to the provisions of ORS 192.610 to 192.690.

(2) **Public Records.** The records of the SWCS Board related to its operation of the charter school shall be subject to the public records provisions of ORS 192.410 to 192.505.

(3) **Oregon Tort Claims Act.** SWCS and its officers, agents and employees shall be entitled to the full protection of the Oregon Tort Claims Act as set forth in ORS 30.260 to 30.300.

(4) **Municipal Audit Law.** SWCS shall be subject to the provisions of ORS 297.405 to 297.555 and 297.990.

(5) **School District Laws.** SWCS is not subject to the statutes and rules that affect school districts except as provided in the Charter School Act. SWCS is subject to the rules adopted by the Oregon Department of Education relative to Charter Schools.

**(6) Limitation.** Except as provided above, or as may be otherwise required by State or federal law, SWCS shall not be deemed to be a public body and is not a “public agency” subject to the public contracting and procurement laws or ORS Chapter 279.

**(e) Philosophy and Mission.**

The mission of Sunny Wolf Charter School is to spark in every child a desire to learn by providing a safe and nurturing learning environment. Our students will not only meet or surpass the state benchmarks; they will also have a deeper understanding of their place in the world as measured by their courtesy to members of the Sunny Wolf school family, their service to the local community, their work supporting the regional environment, their creativity when applied to educational projects, and their strong academic foundations based in critical thinking. SWCS students will prove themselves well prepared to transition into high school at Three Rivers School District for their secondary education.

**(f) Nonreligious and Nondiscrimination Policy.** SWCS covenants that all of its charter school activities shall be governed by its nonreligious and nondiscrimination policy. The educational program of SWCS shall be nonreligious and nonsectarian. SWCS 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 SWCS’s nondiscrimination policy. SWCS will comply with all applicable federal and State laws, rules and regulations regarding nondiscrimination.

**SECTION 2. Interpretation; Integration.**

**(a) 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 SWCS and has enrolled with SWCS in accordance with the SWCS admission policies and procedures.

“**Charter School Act**” means ORS Chapter 338 and the rules and regulations promulgated by the Department thereunder, as the same may be, from time to time, amended or modified.

“**Department**” means the Oregon Department of Education.

“**District**” means the Three Rivers School District.

“**District Board**” means the District’s School Board.

**“Fiscal Year”** means, with respect to the District or SWCS, any twelve-month period beginning on July 1 and ending on the ensuing June 30.

**“Full-time Enrolled Student”** means a student attending SWCS for all non-special education course offerings and curriculum programs. For the purpose of establishing maximum enrollment a Kindergarten student shall count as 1.0 yet for the purposes of determining actual funding Kindergarten enrollment will be funded at the actual rate established by the state.

**“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.

**“SWCS”** means, as the context requires, the Sunny Wolf Charter School, an Oregon nonprofit corporation formed for the purpose of operating a k-8 school to be known as the “Sunny Wolf Charter School”.

**“SWCS Board”** means the board of directors of SWCS.

**“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.

**(b) Incorporation of Attachments and Interpretation of Conflicts.** This Charter includes the following appendices, exhibits and attachments, all of which are hereby 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 any appendix, attachment or exhibit, 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 attachments and exhibits hereto:

Appendix A Funding and Administration of Special Education Student Services

Appendix B Schedule of Rates and Contract Services Available from District

### **SECTION 3. Term.**

(a) **Initial Term.** This Charter shall be effective upon signature of both parties and, unless otherwise terminated as provided herein, shall expire at midnight on June 30, 2013

(b) **Renewal.** Subject to termination by a party as provided herein, this Charter shall be deemed approved for renewal at the expiration of its initial term and upon the expiration of each renewal term unless, not less than 180 days prior to the term expiration date, one party gives the other party written notice of non-renewal. Each subsequent renewal term shall be for a 3 (Three) year period commencing on July 1 immediately following the expiration of the prior term and expiring at midnight on June 30 of the 3rd year.

### **SECTION 4. Educational Program and Curriculum.**

(a) **Age and Grade Range.** In Year 1 SWCS shall provide instruction to students in grades K-5. . In Year 1 SWCS shall provide instruction to students in grades K-5. In year 2 SWCS may provide instruction to students in grades K-6. In year 3 SWCS may provide instruction to students in grades K-7.

- (1) The decision to provide additional grade(s) during the contract period (namely grade 6 in 2011 and grade 7 in 2012 shall be made by the SWCS Board and notice thereof shall be sent to the District not later than February 1 prior to the beginning of the school year for which the additional grades are proposed;
- (2) SWCS shall provide the District with its plan for the additional grade(s) which demonstrates that SWCS has the financial capability of providing the additional grade level instruction; the curricular and staffing considerations necessary and the facilities that meet those needs;
- (3) SWCS shall not be in default of any material provision of this Charter; and
- (4) The District Board shall have approved the execution of an amendment to this Charter to authorize the additional grades of instruction. Approval shall be deemed granted if the District Board fails to approve, approve with conditions, or deny approval of any proposal that complies with clauses (1) though (3) of this subsection within ninety (90) days of SWCS submission of its plan for the additional grades.

(b) **Curriculum.**

**(1) General Requirements.** The District agrees that its curricular requirements shall not apply to SWCS, to the extent permitted by State law, but that SWCS shall implement its instructional programs to include, at a minimum, mathematics, science, language skills, and the arts. SWCS shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Charter, in a manner which is consistent with State law.

**(2) State Standards.** SWCS agrees to comply with all State requirements concerning academic content. The educational program, pupil performance standards and curriculum designed and implemented by SWCS shall meet or exceed any content standards adopted by the State and shall be designed to enable each pupil to achieve such standards.

**(3) English as a Second Language.** SWCS shall assess the English language proficiency of all students identified as coming from a non-English-speaking background, or whose first language is other than English, and shall provide bi-lingual education or an “English as a Second Language” program for such students. SWCS will provide any special services that are required for English-as-a-second-language students pursuant to District policy and State and federal law. SWCS may contract with the District, but the district is not obligated to provide, for the provision of these services as set forth in Appendix B to this Charter.

**(4) Participation in Extracurricular Activities of District.** SWCS students are eligible to participate in extracurricular activities provided at other District schools at the same cost, if any, that is required of District students. Nonresident SWCS students must comply with applicable OSAA (Oregon State Athletic Association) rules before being eligible to participate in extracurricular activities in a District school.

The District shall not be responsible for providing transportation for a SWCS student to and from an extracurricular activity. A SWCS student may use the District’s existing bus lines.

**(c) Alternative Education Model.** Sunny Wolf Charter School’s academic program focuses on individualizing the curriculum to meet student needs while also meeting or exceeding the Oregon Department of Education Benchmark Standards.

Sunny Wolf Charter School is designed as a K-8 community school. The curriculum will be centered on service-learning and place-based learning using a project-based approach to engage students in academic content and connect them to the culture, history and natural environment of the surrounding area. The charter school will also place a strong emphasis on character development by fostering a Community of Kindness that will be highlighted in all school activities and serve as a foundation for the service learning component of our education program. Personalized Education Plans for each student and multi-age, blended grade classrooms will provide

developmentally appropriate instruction for all students by accommodating individual differences.

The various curricula and course work will be aligned with state standards

Subject to applicable State and federal laws, the District shall allow SWCS to promote and implement learning situations that are flexible with regard to environment, time, structure and pedagogy. SWCS may grant credits to its students under the criteria set forth in OAR 581-022-1350(2) and (3).

## **SECTION 5. Opening Date and School Calendar; Tuition; Admission and Enrollment.**

(a) **Opening Date and School Calendar.** SWCS will open on the same day as the District in 2010. The SWCS school year and attendance schedule will comply with OAR 581.022-1620. The school day will be scheduled with the goal of accommodating transportation needs and families with children enrolled in both SWCS and District schools. Hours of operations must be established within 30 days of the District's announcement of hours of operation or August 15, whichever comes later.

(b) **Tuition.** SWCS will not charge tuition for programs, classes or courses of study which are part of the regular school program. SWCS may charge reasonable fees for application processing, instructional materials, after-school programs and student activities.

(1) **Indigent Students.** SWCS shall provide waivers from all fees for those indigent students unable to pay in accordance with applicable federal and State law and SWCS policy. SWCS shall survey its student population for those eligible for free and reduced breakfasts and lunches under federal and State law, if SWCS elects to provide breakfasts and lunches for students.

(c) **Admission and Enrollment.**

(1) **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, 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 students in general, except as modified by the special placement procedures set forth in Section 6. The SWCS enrollment application form will ask if the student applicant has an IEP.

(2) **Enrollment Numbers.**

(A) **General Procedure.** In the first year of operation the maximum

student enrollment from students attending Three Rivers School District schools in the school year 2009-2010 will be 35 students. In the 2<sup>nd</sup> year of operation an additional 5 students from district schools will be added to the limit. After year two no limits to enrollment will be in place.

**(B) Minimum Enrollment.** The minimum enrollment shall be 25 full-time enrolled students. If student enrollment falls below 25 full-time enrolled students at any time during the year, the District must be notified. Subject to the limitations of State requirements, and based on the circumstances of the reduced enrollment, the District and SWCS will consider what action, if any, will be taken. This may include application for a waiver to the State or termination of this Charter for the current school year only.

**(3) Phased Enrollment; Deadlines.** The Board may elect to conduct up to three (3) series of open enrollments for each school year. Except for the first school year, the first phase of enrollment shall begin on January 1 of each year, for admission in the following September. The deadline for first- phase enrollment, and the opening and closing dates for the second and third phases, if conducted, shall be determined by the Board or its designee and may vary from year to year and depending on available spaces.

**(A) First Phase.** For the first phase of enrollment, if the number of applications received for any grade is fewer than the maximum number of openings for that grade, then all applications for that grade will be accepted and the remaining openings will be available for phase two enrollment. If the number of applications for any grade exceeds the number of openings, then enrollment will be made by lottery.

**(B) Second and Third Phases.** If SWCS receives fewer applications than the maximum number of students allowed for any grade, then the school will set a second enrollment application deadline. The admissions process for each grade will be the same as with the first phase, but will apply only with respect to openings not filled during the first phase. If necessary to fill available seats in any grade, or to create a waiting list, a third enrollment phase may be conducted.

**(C) Conclusive Enrollment.** Acceptance for enrollment in any phase shall be final and unaffected by applications filed in any subsequent phase.

**(D) Dual Admission Status.** SWCS shall not permit dual admission of any student at both SWCS and another public school or non-public school.

**(4) Lottery.** To the extent permitted by this Charter and State law, if more

students apply for any grade than can be accommodated, admission will be based on an equitable lottery conducted by SWCS under the following principles:

**(A) Resident Preference.** Except as otherwise provided in subsection (4)(B), in all phases and within all prior admission status levels of enrollment, preference will be given to students who reside within the boundaries of the District.

**(B) Equitable Principles.** After the first SWCS school year, lottery selection shall be guided by recognizing the following order of priority for admission: (1) students (including non-resident students) who were enrolled at SWCS in the previous year; (2) siblings of students who were enrolled at SWCS during the previous year and will be returning to SWCS for the current year; (3) students who were on a waiting list in the previous year and have re-applied for admission without regard to resident status; (4) students who reside within the boundaries of the District but are not eligible under categories 1 through 3; and (5) non-resident students who are not eligible under categories 1 through 3. The foregoing priority levels shall be applied at each phase of enrollment, with students within each level being selected, if necessary, by random lottery.

**(5) Waiting Lists; Filling Vacancies.** At any phase of enrollment, applicants who cannot be accommodated for admission may be placed on a waiting list. During the ensuing school year, 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 applications may be considered, on a first-come, first-served basis.

**(6) Non-resident Students.** To the extent permitted by this Charter and State law, a non-resident student admitted to SWCS 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 SWCS enrollment for any reason related solely to his or her place of residence or to a change in his/her place of residence.

## **SECTION 6. Education of Students with Disabilities.**

### **(a) Application and Enrollment.**

**(1) Non-discrimination in Enrollment.** SWCS will not intentionally discriminate against enrolling Special Education Students or otherwise violate laws applicable to Special Education Students. SWCS will admit students without regard to their status as Special Education Students, if the student's IEP

Team determines that SWCS is the appropriate placement.

**(2) Special Enrollment Procedures.** Except as provided in this subsection, the procedures for application, enrollment and admission of a Special Education Student will be the same as for any other student. The IEP Team of the resident school district of the student shall determine if SWCS is the appropriate placement. If a prospective student is a district resident, SWCS will notify the District's IEP Team leader as soon as possible and a SWCS representative will be invited to attend the IEP Team meeting at which the team will determine whether or not SWCS is the appropriate placement. If the prospective Special Education Student is a non-resident, SWCS will contact the student's resident school district as soon as possible and will work with the resident school district and its IEP Team to determine whether placement should be at SWCS and, if so, to develop a written agreement for the provision of special education services as provided in ORS 338.165.

**(b) Identification of Students Eligible for IEPs.** SWCS will ensure that at least one of its teaching staff will work with the District and 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. Any SWCS student referred for evaluation will remain enrolled at SWCS until his or her IEP Team determines that SWCS is not the appropriate placement.

**(c) Administration of Special Education Student IEPs.** Guidelines for the provision of special education services are set forth in Appendix A.

## **SECTION 7. Student Performance.**

**(a) Academically Low Achieving Students.** SWCS shall identify academically low achieving students and shall provide its educational program to these students in a manner that best serves their needs.

### **(b) Student Performance.**

**(1) Assessment.** SWCS shall participate in the statewide assessment system developed by the Department of Education under ORS 329.485(1). SWCS shall administer the standardized State tests on the same schedule as the District. Other testing not required by the state will not be required by the district.

**(2) Corrective Action.** If periodic testing at any grade level establishes that students are performing at levels lower than the 80<sup>th</sup> percentile of the State or national average (as applicable to the tests used by SWCS), SWCS shall create a plan for the improvement of its teaching effectiveness in the relevant grade levels. The District may render requested consulting and planning assistance to SWCS for the creation and implementation of corrective action

plans.

(c) **Student Attendance, Conduct and Discipline.**

(1) **Attendance.** SWCS shall maintain accurate enrollment data and daily records of student attendance and shall provide these data to the District in writing on a weekly basis.

Student attendance at SWCS shall be in compliance with Oregon's compulsory attendance laws.

(2) **Discipline Policies.** SWCS shall adopt the discipline policies of the District, providing an age-specific code of conduct, rules, student rights and appeal procedures that comply with all State and federal laws. SWCS shall notify its students of the student rights and responsibilities and shall keep its discipline, conduct and students rights policies in a location that is accessible to students and the public. SWCS will comply with discipline policies as outlined in Individuals with Disabilities Education Act where applicable, for special education students.

(3) **Suspension and Expulsion.** Discipline involving suspension and expulsion shall be achieved according to Oregon law. All SWCS expulsion proceedings shall be administered by the District, according to District policies appropriate to age level. Grounds for expulsion from SWCS shall be consistent with expulsion policies of the District, as the parties intend and agree that each shall extend full faith and credit to the suspension and expulsion of a student of the other, subject to each party's right to enroll and admit any student expelled by the other on a probationary basis. The District shall be responsible for all costs for the hearings officer and written determination only. Any appeal would go to the District board. Costs for appeals beyond the District forums resulting from errors or omissions by the SWCS would be borne by SWCS.

Upon determining that initiation of expulsion proceedings is warranted, the District shall provide SWCS with written notice within three days of such determination and no later than five days following the suspension of such student with a summary statement of the grounds and evidence warranting suspension.

**SECTION 8. Administrative Services**

(a) **Complaint Procedures.** SWCS shall establish an administrative process for resolving public complaints against SWCS, including complaints regarding curriculum, to be provided by August 25, 2010.

**(b) Student Welfare and Safety.** SWCS 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 regulations.

**(c) Health and Social Services.** SWCS may contract with the District for the delivery of health and social services for students as set forth in Appendix B to this Charter.

SWCS shall inform the required authorities and District Superintendent's office of any incident regarding child abuse and neglect, concurrent with State required reporting.

SWCS shall comply with State and federal law relating to medication administration to students.

**(d) Insurance.**

**(1) Coverage Required.** The SWCS shall secure, retain and provide proof of the following insurance for the District: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and employee dishonesty insurance. Each policy of insurance will be written as primary coverage, will name the District as an additional named insured and will be endorsed to require not less than thirty (30) days' prior written notice to the District's superintendent of any suspension, cancellation or reduction in coverage.

**(2) Required Proof of Insurance.** No later than August 15, 2010, and thereafter upon the request of the District's superintendent, the District shall secure certificates of insurance or other satisfactory proof evidencing coverage of the types set forth above.

**(3) Coordination of Risk Management Activities.** SWCS agrees that it will report its risk management activities with the District. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claims, and cooperating fully with the District in the defense of any claims in which both parties are named.

**(e) Third -Party Contracts.** SWCS 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, unless SWCS has first submitted such contract to the District for approval and executed a contract services rider with the District acceptable to the District.

**(f) ADA/504 Obligations.** SWCS 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. SWCS may contract with the District for services or accommodations to meet SWCS's legal obligations under these statutes as set forth in Appendix B to this Charter.

**(g) Transportation.** SWCS students may obtain transportation through public school bus routes normally operating to and home from district schools. Provision of – in-District home-to-SWCS school transportation will be available from District on the days when District has students in attendance. The District will enable reporting and complete financial transactions with the Oregon Department of Education to enable the SWCS to obtain the 70% transportation reimbursement. SWCS may contract for special transportation services from District in accordance with Appendix B.

**(h) SWCS School Building.** The District and SWCS agree that SWCS may be operated at the site of the former Wolf Creek Elementary School under a lease from the District. The terms and conditions for the lease of the Premises, furnishings and equipment shall be set forth in a separate contract between the parties.

**(i) Use of District Contracts.** SWCS shall be entitled, but not obligated, to purchase textbooks, equipment, materials and supplies through District's vendor contracts, without additional charge by District and upon approval of the vendor.

**(j) District's Contract Services.** It is understood that District's costs of sponsorship of SWCS as a public charter school, including all administrative and oversight responsibilities, will be paid from its retention of a portion of the State ADM funding that is received for the students enrolled with SWCS, but that non-essential services shall be provided to SWCS only by contract at SWCS's request. Appendix B shall be used to describe the services that may be purchased by SWCS from District. SWCS agrees that the District may amend Appendix B, from time to time, without consent of SWCS to add or delete services available to SWCS, and District agrees that its fees, charges and rates shall not exceed the amount necessary to reimburse it for its actual cost of providing the services.

## **SECTION 9. Reports.**

**(a) General.** SWCS shall comply with all applicable record-keeping requirements of federal and State law and, upon reasonable request by District, shall provide any additional reports necessary to enable District to meet District's reporting obligations to the Oregon Department of Education.

Student records maintained by SWCS shall include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, 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.

**(b) Annual Charter School Act Report.** SWCS shall comply with all reporting requirements of the Charter School Act, including provision of any annual report of SWCS and student performance to District and the State Board of Education. The annual report shall be delivered to the District in time for the District's January board of education meeting and will contain, without limitation, the following:

- Summary data on the progress toward meeting its academic goals and objectives.
- The audited financial statements of SWCS, including proofs of insurance.
- Policy development issues.
- Student attendance and student discipline information.
- All information necessary to make a determination of whether SWCS is in compliance with the Charter School Act.

The annual report shall also include the results of grade level performance testing and a summary of all corrective action plans and their effectiveness.

**(c) Accountability.** SWCS shall be accountable to the District. All records established and maintained in accordance with the provisions of this Charter, SWCS policy, and federal and State law shall be open to inspection by the District. SWCS is obligated to collect and provide such data regarding staffing, student enrollment, student records, and school operations, with reasonable notice/request by the District.

**(d) Policies.** SWCS shall adopt the general policies of the District. Any policy that is beyond SWCS's powers under this Charter or is otherwise inconsistent with the terms of this Charter is void. In the absence of adopted SWCS policies, the Three Rivers School District policies may serve as a guideline for SWCS policy development.

## **SECTION 10. Financial Management, Funding, Reporting and Accountability.**

### **(a) District Funding.**

- (1) Base Level Funding – Non-Special Education Students.** In each school year, the District shall provide SWCS with a base level of funding that is 80% of the amount of the District's general-purpose grant per weighted average daily membership ("ADMw") as calculated under ORS 327.013, multiplied by the ADMw of SWCS for all students who are not special education students. The District will adjust the funding to reflect the actual funded pupil count on a monthly basis. In addition, to the extent the District experiences any reduction or increase in its State per-student funding, proportionate reductions or increases will be made to SWCS by adjustment in subsequent months.

**(2) Base Level Funding for Students Who Are Eligible for Special Education and Related Services and Who Are Residents of the District.** In each school year, the District shall provide SWCS with a base level of funding that is not less than the minimum required by the Charter School Act. As of the date of the execution of this Charter, the minimum base level funding is 40% of the amount of the District's General Purpose Grant per weighted average daily membership ("ADMw") as calculated under ORS 327.013. The District will adjust the funding to reflect the actual funded pupil count on a monthly basis. In addition, to the extent the District experiences any reduction or increase in state per-student funding, proportionate reductions or increases will be made to SWCS by adjustment in subsequent months.

**(3) Additional Funding Opportunities.** The District and SWCS will consult for grant opportunities of mutual benefit and distribute resources proportionately from the awards.

**(4) Funding Agreements.**

**(A) Funding for Students Who are Eligible for Special Education and Related Services and Are Not Residents of the District.**

Pursuant to ORS 338.165 SWCS shall enter into contracts establishing the funding levels for each student eligible for special education and related services who is not a resident of the District with the student's resident district.

**(B) Retention of Funds in case of Termination** In the event that this Charter is revoked or is not renewed by the District, SWCS shall refund to the District all unspent District funds in accordance with the Charter School Act.

**(5) Disbursement Dates for School Year ADMw.** Base level funding shall be initially determined based on enrollment as of the date of the monthly District board meeting. Payments in July or August will be based on enrollment estimates. The District will distribute the base level funding according to the State school fund payment schedule. The District will notify SWCS within 7 days of changes to the State school fund payment schedule.

**(6) Refund of Unspent Funds.** In the event that this Charter is revoked or is not renewed by the District, SWCS shall refund to the District all unspent District funds in accordance with the Charter School Act.

**(b) Funding Levels.** The parties shall attempt to negotiate funding levels pursuant to Section 10(a)(1) on a biennial (once every two years) basis. If the parties are not successful in negotiating a funding level by the February 15<sup>th</sup> deadline prior to

the first school year of each biennium, the funding level shall be established at the levels contained in Section 10(a)(1) and Section 10(b)(2) until such time as the parties can negotiate a new funding level.

(c) **Other Sources of Funds for SWCS.** The parties acknowledge that SWCS is or may be entitled to other State and federal sources of funds for schools which are not included in the per- capita tuition payment described in this Charter.

In addition, SWCS 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 SWCS solicits funding from sources other than the District, it shall comply with all applicable State and federal laws regarding reporting of such charitable solicitations. SWCS shall include all gifts, donations, and grants in its financial reports.

(c) **Financial Records, Audits and Accounting Reports.**

(1) **Standards.** The District shall establish, maintain and retain appropriate financial records for SWCS in accordance with all applicable federal, State and local laws, rules and regulations and generally accepted accounting principles (“GAAP”).

(2) **Annual Audit.** SWCS will arrange for an annual audit of SWCS’ accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.998. SWCS may use the same auditor that conducts the District’s annual audit, at SWCS expense.

(g) **Annual Financial Review.** SWCS and the District shall review the operations, financial and otherwise, of SWCS and the District’s administrative expense for sponsorship of SWCS each January. The parties shall strive to reduce the District’s cost of sponsorship so that the amount of ADMw funding passed to SWCS can be maximized.

## **SECTION 11. SWCS Personnel Procedures.**

(a) **SWCS Authority; Status of SWCS Employees.** SWCS shall have full authority and sole responsibility for the selection and hiring, training, discipline and firing of SWCS teaching, administrative and operations staff.

(b) **Policies.** SWCS will establish policies that comply with all applicable federal and State laws 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. Such policies, once adopted, shall be forwarded to the School District within 30 days of SWCS approval.

(c) **Payroll.** Employees shall be paid through the payroll department of SWCS.

**(d) Benefits.** The licensed and classified staff at SWCS will receive benefits in compliance with any applicable collective bargaining agreements or as otherwise provided by SWCS. SWCS supervisory staff will receive benefits in accordance with their employment contracts.

**(1) PERS.** As required by the Charter School Act, SWCS shall participate in the Public Employees Retirement System (PERS) for its employees.

**(2) Employee Welfare and Safety.** SWCS shall comply with applicable federal and State laws concerning employee welfare, safety and health issues.

**(e) Employee Records.** SWCS shall be responsible for establishing and maintaining personnel records for SWCS employees in compliance with all applicable federal and State laws concerning the maintenance, retention and disclosure of employee records.

**(f) Placement Upon Revocation of Charter.** In the event of termination or non-renewal of this Charter, SWCS shall follow the reduction-in-force provisions in any applicable, collective bargaining agreements for licensed and classified employees or as otherwise provided by SWCS.

**(g) Substitutes.** SWCS will be responsible for providing coverage for all SWCS teachers requiring substitutes, but at the Districts discretion, the District may offer substitute teachers to SWCS on a cost-reimbursement basis from SWCS as a contract service.

**(h) Licensure.** Fifty percent of full-time equivalency of SWCS teachers shall hold a valid teacher's license from TSPC (Teacher Standards and Practices Commission).

**(i) Professional Development.** The District shall provide opportunities for professional development to SWCS staff as provided for in District policy, State law, and any applicable collective bargaining agreements. SWCS may collaborate with the District for joint professional development opportunities.

**(j) Teacher Standards & Practices Commission (TSPC) Obligation.** SWCS shall meet any and all reporting obligations to TSPC regarding its employees.

**(k) Criminal Background Checks.** SWCS shall not knowingly employ any individual, or allow an individual to volunteer, 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 and will charge the SWCS for this service.

**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 District Subject to 60-Day Notice.** The District may terminate this Charter upon not less than sixty (60) days' prior written notice to SWCS upon the occurrence of one of the following events:

**(1) Breach of Charter.** Breach by SWCS 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 SWCS receives written notice from District specifying the nature of the breach and demanding its cure, provided that, if the nature of the breach prevents its cure within thirty days, then this Charter may not be terminated if within the thirty-day period, SWCS 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:

**(A)** Breach of any condition or requirement set forth in the Charter School Act or any State or federal law applicable to SWCS under ORS 338.115 of the Charter School Act; or

**(B)** Failure to maintain any insurance required by this Charter.

**(2) Financial Instability.** SWCS 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.

**(3) Failure to Maintain Minimum Enrollment.** This Charter may be terminated if SWCS fails to maintain an enrollment of at least 25 full-time enrolled students.

**(b) Notice and Right of Appeal.** The District shall notify SWCS at least 60 days prior to the proposed effective date of any termination under subsection 12(a). The notice shall state the grounds for the termination. The SWCS Board may request a hearing by the District's governing body by written request within ten (10) days of the notice of termination. SWCS 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 District may terminate this charter immediately and close the SWCS school if the school is endangering the health or safety of SWCS students.

**(1) Hearing on Termination.** The SWCS Board may, in writing, request a

hearing from the District's governing body 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 SWCS Board may appeal a decision of the District under this subsection to the State Board of Education. The State Board of Education shall hold a hearing within 10 days after receiving the appeal request.

**(3) School Closure Pending Appeal.** Throughout the appeals process, SWCS shall remain closed at the discretion of the District unless the State Board of Education orders the District to open SWCS and not terminate this Charter.

**(d) Termination by District for Lack of Funding.** The District may terminate this Charter at the end of a semester, and upon such notice as may reasonably be given, if the District should become unable to receive or remit State funding to SWCS as provided herein for reasons beyond the District's control.

**(e) Termination by SWCS.** SWCS may only terminate this Charter, dissolve or close the SWCS school at the end of a semester with not less than 180 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 the SWCS Board.

**(f) Effect of Termination.** Termination of this Charter shall not abridge SWCS's legal authority to operate as a private or non-chartered public school. However, if this Charter is terminated, all SWCS assets that were purchased with public funds shall 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 provided to SWCS which were the sole property of the District shall be returned to the District. Except for assets purchased with public funds or donated by the District, SWCS shall be entitled to keep any assets provided to SWCS through gifts, grants or donations other than from the District or the State and may use such assets in the conduct of its nonprofit activities or dispose of them as provided in its Articles and bylaws.

### **SECTION 13. Status of Parties.**

**(a) Acts of SWCS Not Binding on District.** SWCS agrees that it has no power to extend the faith and credit of the District to any third person or entity. SWCS acknowledges and agrees that it has no authority to enter into a contract that would bind the District and that SWCS' authority to contract is limited to its own corporate powers and additional powers granted to SWCS by the Charter School Act or State law.

**(b) District Disclaimer of Liability.** The parties to this Charter expressly acknowledge that SWCS is not operating as the agent, or under the direction and control, of the District Board except as expressly required by law or this Charter, and

that the District Board assumes no liability for any loss or injury resulting from, including, but not limited to any loss arising from:

- (1) The acts or omissions of SWCS, its directors, trustees, agents or employees;
- (2) The use and occupancy of the building occupied by SWCS or any matter in connection with the condition of such building; or
- (3) Any debt or contractual obligation incurred by SWCS.

#### **SECTION 14. Indemnification.**

(a) **Indemnification by SWCS.** To the extent not covered by insurance or otherwise barred or limited by the Oregon Tort Claims Act in ORS Chapter 30, SWCS agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from (1) the possession, occupancy or use of any property by SWCS (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents; (2) civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise directly out of or are in any manner connected with SWCS's operations. SWCS agrees to indemnify, hold harmless and defend the District from all contract claims in which SWCS has obligated the District without the District's prior written approval, provided that the District shall deny liability for such obligation. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

(b) **Indemnification by District.** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, District agrees to indemnify and hold SWCS, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including without limitation, claims arising from (1) civil rights violation, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind which arise directly out of or are in any manner connected with District's operations. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any SWCS Board member, officer, or employee. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any District employee working at SWCS whose negligent or wrongful act or omission is caused or directed by SWCS. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this Charter. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

(c) **Survival of Indemnification.** The obligations of either party hereunder to indemnify defend and hold the other harmless shall survive the termination of this Charter. Any indemnified party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

**SECTION 15. Dispute Resolution.** In the event any dispute arises between the District and SWCS concerning this Charter, including, without limitation, the implementation of or waiver from any policies, regulations or procedures, such dispute shall first be submitted to the Superintendent of the District for review. If the District and SWCS are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. Neither party shall be prohibited from seeking review of any matter from the State Board of Education in any legally available forum contained herein, or in ORS Chapter 338. Notwithstanding the foregoing, either party may seek remedy for breach in any appropriate forum.

**SECTION 16. Miscellaneous Provisions.**

(a) **Entire Agreement.** This Charter, with appendices, addendums 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 construed 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 SWCS as a public charter school sponsored by the District. Notwithstanding the foregoing, no change in the Board of Directors of SWCS shall be deemed to be an assignment by SWCS.

(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 SWCS and the District Superintendent or his/her designee.

(2) **Appendix B.** The District may amend Appendix B, without consent of SWCS, by sending SWCS a copy of the amended Appendix B, stating its effective date and signed by the District Superintendent or designee, for the following purposes:

(A) to add new contract services that will be available from the

District;

(B) to delete contract services, because such services are no longer provided by the District for its own purposes; or

(C) To reflect any increase or decrease in the fees, rates or other charges for the contract services required by an increase or decrease in the District's cost of providing the services.

(3) **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 SWCS, SWCS and the District 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 be taken to constitute a waiver of any succeeding or other breach.

(f) **Severability.** If any provision of this contract 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.

#### **SECTION 17. Notice; Designated Representatives.**

(a) **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 acknowledgment of receipt) or one day's after mailing when sent by certified mail, postage prepaid, to the party at the address shown below:

**SUNNY WOLF CHARTER SCHOOL**  
Attn: SWCS Board President

**THREE RIVERS SCHOOL DISTRICT**  
Attn: District Superintendent

(b) **Designated Representative.** Each party shall appoint in writing one or more designated representative for the purposes of day-to-day communication between the parties. Until further notice is provided by a party, the designated representatives of the parties shall be as follows:

**SUNNY WOLF CHARTER SCHOOL**  
Board President  
Phone:

**THREE RIVERS SCHOOL DISTRICT**  
District Superintendent  
Phone: (541) 825-3296

FAX:  
e-Mail:

FAX:  
e-Mail: :

**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 provided that any ultimate decision regarding renewal, non-renewal or revocation of this Charter may be made only by the District Board.

**SECTION 19. SWCS Authority to Enter Into Contract.** SWCS expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Charter on behalf of SWCS and that the Board of Directors of SWCS has duly approved of this Charter. SWCS shall provide a copy of its written resolution authorizing SWCS to enter into this Charter.

**IN WITNESS WHEREOF,** the parties have executed this Charter as of the date below.

**THREE RIVERS SCHOOL DISTRICT  
SCHOOL**

**SUNNY WOLF CHARTER**

By: \_\_\_\_\_  
School Board Chairperson

By: \_\_\_\_\_  
SWCS Board Chairperson

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
(name)  
District Legal Counsel

## **APPENDIX A**

### **Administration of Special Education Services**

SWCS and the District will collaborate on policies and procedures designed to assure that all Special Education Students who apply for enrollment at SWCS receive appropriate educational services. The parties recognize that there will be several methods or “delivery mechanisms” for providing these services, and that the types of special education service capabilities developed at SWCS will depend on the number and special needs of the Special Education Students who apply for enrollment at SWCS, the availability of other special education programs within the Oregon education system, changes in law and funding sources, and advances in teaching materials and techniques.

ORS 338.165 currently provides that the school district within which a Special Education Student’s parent or guardian or other person in parental relationship to the student resides (the “resident school district”) is responsible for providing any special education and related services to the student. Nevertheless, SWCS and District agree to the following:

1. SWCS will plan for ongoing special education training and certification of its teaching staff and will participate in training activities recommended by the District and the District’s IEP Teams, subject to the availability of funding and the Board’s determination of special education priorities. District shall make arrangement with SWCS to provide substitute teachers to SWCS on a cost reimbursement basis as necessary to allow SWCS teaching staff to attend special education services training. It is the intent of both parties to strive to meet special education needs in an environment that is the least disruptive to the Special Education Students and their families.
2. SWCS will refer all children suspected of having disabilities to the student’s resident District for evaluation and will actively participate in federal and State programs to inform the SWCS community and its students’ parents and guardians of the availability of special needs assessment, programs and funding.

SWCS will have a staff member on the IEP Team of each SWCS student enrolled as a Special Education Student. The IEP Team will determine how to meet the goals of the IEP and how to arrange for the special accommodations, specialized instruction, placement and services required. The IEP Team will evaluate the placement during the school year. SWCS will abide by the IEP Team’s decisions.

3. SWCS teaching staff shall be entitled to participate in any special education services training presented by or at any District school or facility on a cost

reimbursement basis.

4. SWCS will comply with the Special Education Policies and Procedures Handbook provided by the District.
5. If special ed services are provided by District staff, they will be provided on-site at SWCS, that SWCS must work cooperatively with the District to schedule such services for each student and to provide available space for District staff to work with each student, and that the District will retain the second weight of each special ed student's ADM dollars; if special ed services are provided by SWCS staff, it will be pursuant to an addendum that sets forth each party's roles and responsibilities, SWCS must employ and utilize a staff member who is properly licensed by TSPC to provide special ed services, and SWCS will be paid 80% of each special ed student's second weight ADM.

## APPENDIX B

### Contracted Services

- 1. Substitute Teachers and Staff.** SWCS may contract with the District at the District's discretion, for substitutes while a SWCS teacher or staff member is absent. SWCS shall pay the District's cost for substitute teachers and staff.
- 2. Health and Social Services to SWCS Students.** SWCS may contract with the District at the District's discretion, for Health and Social Services for SWCS students. SWCS shall pay the District's cost for these services.
- 3. Technology and Instructional Services.** SWCS may contract with the District at the District's discretion for District technology services including CIM tracking, talented and gifted evaluation and tracking, records for testing, student testing and evaluation, on a per pupil cost. SWCS may also contract with the District for resident SWCS involvement in District instructional program and courses at a per pupil cost.
- 5. Special Transportation.** The District may, but shall not be obligated to, provide special transportation services for SWCS outside of its normal home to SWCS routes operating during District school days. Such special services might include, for example, transportation of students who reside outside of the District, transportation for special excursions or transportation on days when District schools are not in attendance. In such cases, the District will be entitled to reimbursement of all expenses related to the special transportation services in accordance with written agreements between the District and SWCS.
- 6. Miscellaneous Services.** SWCS and the District acknowledge that the list of services set forth herein is not exhaustive, and that SWCS may contract with the District for additional services. In the absence of the parties' mutual agreement as to the cost of these additional services, the parties agree that SWCS shall pay the District' cost of providing these services to SWCS.