



Karen Gray &lt;graykar@parkrose.k12.or.us&gt;

## ACE

2 messages

Paul A. Dakopolos &lt;pdakopolos@ghrlawyers.com&gt;

Fri, Jun 19, 2009 at 2:59 PM

To: Robert McKean <Bob\_Mckean@centennial.k12.or.us>, john\_miner@gbsd.gresham.k12.or.us, Robert Fisher <Robert\_Fisher@reynolds.k12.or.us>, Karen Gray <karen\_gray@parkrose.k12.or.us>

Dear Superintendents:

Bob McKean and I met with Phyllis Guile and Cindy Hunt at ODE on Wednesday to try to iron out the legal impediments to having ODE recognize ACE as a legitimate charter school for the purposes of receiving state grant money. I understand from Bob that a meeting has been scheduled on Monday afternoon with the Superintendents to discuss ACE and where we are. I will be attending that meeting and we can discuss in some detail what transpired.

The main points from my perspective are the following. Hopefully I hit all the points, but I invite Bob to editorialize on what he picked up on during our meeting:

1. Regarding the 25 full-time student requirement, ODE acknowledged that this means 25 full time equivalents, which may come from any of the participating districts;
2. ODE believes that there can only be one sponsor, and that must be Reynolds if ACE is within Reynolds geographic boundaries;
3. The other districts would be "cooperating districts" in the contract and would not be referred to as "co-sponsors". ODE believes that the State Board may have a problem with the co-sponsorship idea, even though it granted a waiver on this exact point to CAL;
4. The comprehensive educational program of ACE may be comprised of the ACE program plus classes in the neighborhood high school if there is an agreement between ACE and the participating school districts;
5. ODE thinks that the ACE needs a waiver from the State Board this summer granting priority admission to students of the "cooperating districts". ODE thinks that the State Board would not have a problem with this and would quickly grant the waiver;
6. ODE believes that students from the participating districts may graduate with a diploma from their home district provided that there is some kind of agreement between the home district and ACE to provide for this;
7. ODE believes that once there is an amended charter contract that reflects the above changes that has been approved by all districts and ACE, ODE will be able to release grant money in July before the State Board approves the waiver for priority admission to students of Centennial, Gresham-Barlow and Parkrose.

I spent time yesterday carefully going through the existing charter contract making changes that conform to the points above. Please review the changes if possible before our meeting on Monday so that we can all be prepared to discuss the implications for your district's relationship with ACE. Please do not release this draft to anyone else at this point. I look forward to seeing you on Monday. Paul

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**Paul A. Dakopolos**

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Garrett Hemann Robertson P.C.



Karen Gray &lt;graykar@parkrose.k12.or.us&gt;

## ACE Academy

2 messages

Paul A. Dakopolos &lt;pdakopolos@ghrlawyers.com&gt;

Mon, Jul 6, 2009 at 3:16 PM

To: Karen Gray <karen\_gray@parkrose.k12.or.us>, Robert McKean <Bob\_Mckean@centennial.k12.or.us>, Robert Fisher <Robert\_Fisher@reynolds.k12.or.us>, john\_miner@gbsd.gresham.k12.or.us, Tim Drilling <tim\_drilling@gbsd.gresham.k12.or.us>, rick\_larson@centennial.k12.or.us

Dear People:

I met with Phyllis Guile and Cindy Hunt last Wednesday regarding our proposed amendments to the charter agreement and the contracted services agreement we would need to show that ACE is contracting with the participating school districts for the educational programs at your high schools. As you know, the contracted services agreement was needed per ODE to address the problem of the comprehensive instructional program requirement of the statute.

I had a very productive meeting with the folks from ODE. Phyllis and Cindy liked the way I drafted the amendments to the Charter Agreement and also liked the contracted services agreement. They suggested some minor changes to the new charter agreement but essentially gave a thumbs up on the contracted services agreement. At the last ACE board meeting (which I attended), I said I would put together a contracted services agreement for the participating districts. None of you have seen this yet, so I am attaching a copy to this email for your review. Please pay particular attention to Section 5 on Consideration. This shows how the money will flow between Reynolds as the sponsoring district, ACE, and the other three "cooperating districts". The central concept is that Reynolds as the sponsoring district would receive the full ADM for each student. ACE would get half of the ADM for each student who is actually attending ACE half-time. If a student is attending ACE for less than half-time ACE would get less. If an ACE student is also attending their resident high school so that the ACE student is actually a full-time student, Reynolds would get the full ADM for that student and would send 47.5% to ACE. The remaining 52.5% would go back to the resident district of that ACE student. I want to make sure everyone understands that ODE is only going to fund an ACE student for the time they actually spend at ACE. ODE will scrutinize the records of ACE and the participating district to make sure that when ACE is saying that they have a student who attends ACE half time, that student is actually at ACE for that period of time.

Everyone needs to understand this and concur in this arrangement for this to work. Please call me if you have any questions. If you feel like we need to talk about this as a group we can either meet in Portland or have a conference call.

I will be finishing up some additional changes on the amended charter agreement today and I will send that by separate email later today or tomorrow morning. I know that several of you need to get this to your boards this week or next-- but we need to make sure that everyone is on board with this language. Please remember that I will need everyone's approval on this contracted services agreement in order to move forward. If there is a dispute with any one of the participating districts I will have a conflict with you all regarding this charter agreement.

I look forward to hearing from you. Paul

<<Contracted Services Agreement.doc>>

**Paul A. Dakopolos**

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**Paul A. Dakopolos <[pdakopolos@ghrlawyers.com](mailto:pdakopolos@ghrlawyers.com)>**

**Mon, Jul 6, 2009 at 5:55 PM**

To: Karen Gray <[karen\\_gray@parkrose.k12.or.us](mailto:karen_gray@parkrose.k12.or.us)>, Robert McKean <[Bob\\_Mckean@centennial.k12.or.us](mailto:Bob_Mckean@centennial.k12.or.us)>, Robert Fisher <[Robert\\_Fisher@reynolds.k12.or.us](mailto:Robert_Fisher@reynolds.k12.or.us)>, john\_miner@gsd.gresham.k12.or.us, Tim Drilling <[tim\\_drilling@gsd.gresham.k12.or.us](mailto:tim_drilling@gsd.gresham.k12.or.us)>, rick\_larson@centennial.k12.or.us

Dear People:

I have attached a second draft of the "Amended Charter School Agreement" following my meeting with Phyllis Guile and Cindy Hunt at ODE last Wednesday. We carefully reviewed my first draft and they made some very minor suggestions. The main changes made when compared with the first draft I shared with you last week are the following:

Page 15-16 Section 12.2.3.1: Reynolds as the sponsoring district receives ADM money from the ODE, and then pays up to 47.5% to ACE. Keep in mind that an ACE student would have to actually attend ACE half-time in order for ACE to receive the full 47.5%. The Contracted Services Agreement I emailed earlier this afternoon shows what happens to the remaining 52.5%.

Page 24-25 Section 18.1. This section relates to termination of the charter agreement. Here, Reynolds as the sponsoring district is the only district that can actually terminate the charter. The other districts can bring up issues of breach of contract by ACE to the other participating districts. If a participating district wants to get out of the charter contract it can even without the consent of the other districts. However, if Reynolds wants to terminate the contract, the contract will end since Reynolds is the sponsoring district and ACE resides in its boundary.

Phyllis Guile and Cindy Hunt indicated to me that with these changes they are willing to seek State Board Approval of the waiver to allow preference of your district students. They need a signed agreement consistent with this draft before they can deal with the waiver issue.

Please carefully review this second draft and let me know if it is acceptable. I hope to be able to finalize this agreement in a format that you are all comfortable with so that you can discuss it with your boards for approval. Let me know if you have any questions and concerns. I need direct and affirmative statements from each of you about your position on this draft before I finalize it for your presentation to your respective boards. I have not presented this to the ACE board, and will not do so until we have consensus from the superintendents that this is acceptable. Paul

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## **CONTRACTED SERVICES AGREEMENT**

### **1.0 Recitals**

- 1.1 The parties to this Contracted Services Agreement are the ACE Academy Charter School ("ACE") and the Reynolds School District 7, Gresham-Barlow School District 10J, Parkrose School District 3, and Centennial School District 28J (collectively, "District");
- 1.2 ACE is a charter school authorized to provide an educational program as a public charter school under ORS Chapter 338;
- 1.3 The District is a public school District that is a Participating District in a Charter Agreement with ACE;
- 1.4 ACE has students from the District attending ACE and taking certain courses offered by ACE in the subject areas of architecture, construction and engineering.
- 1.5 In order to offer a comprehensive instructional program as required by ORS 338.005(2), ACE wishes to contract with the District for certain high school courses offered by the District that ACE does not offer its students; and
- 1.6 The District provides a comprehensive instructional program for its high school students at its high schools, but is unable to offer the specialized instructional program offered by ACE.

### **2.0 High School Instructional Program**

- 2.1 In exchange for the consideration provided in this Agreement, District agrees to provide access to its high school courses to ACE students who are residents of District as provided in ORS 339.133.
- 2.2 Students enrolled in ACE may also enroll in the high schools they would have attended in District and may take those core classes and electives that are not offered at ACE.
- 2.3 The District has the sole authority to determine which District classes are appropriate for the ACE student.

### **3.0 Grades and Attendance**

- 3.1 In exchange for the consideration provided in this Agreement, District agrees to provide services that will provide accurate records of attendance for the ACE students attending the District.
- 3.2 District agrees to provide services to ACE for the accurate reporting of grades for all courses taken by an ACE student, whether the course is one offered by the District or by ACE.
- 3.3 ACE agrees to consult with the District for each of the students within the District boundaries to determine the appropriate courses that will be offered by the District and those which will be offered by ACE.
- 3.4 ACE agrees to use a student data system that is compatible with the student data system used by the district so that ACE and the District can share student data.

4.0 High School Diploma

4.1 Students enrolled in ACE who also attend a high school within the District may elect to receive a high school diploma from the District provided that the student completed the District's graduation requirements.

5.0 Consideration

5.1 If a student attending ACE also enrolls in and attends his/her high school within the District, the Funding Formula in Section 12 of the Amended Charter Agreement shall be modified as follows:

- 5.1.1 The full 100% of the ADM shall be paid to ACE for each co-enrolled student, minus the amounts in 5.1.2 and 5.1.3.
- 5.1.2 The District will also retain an additional 5% of the total ADM for a total of 52.5% of the ADM.
- 5.1.3 The cost of the services under this agreement provided to ACE equals 52.5% of the ADM for that student.
- 5.1.4 For illustration purposes, a full-time student at ACE is one who is attending enough courses at ACE (through ACE courses and contracted courses through the District) that ACE would be entitled to the full 100% ADM pursuant to ORS 338.155(2). ACE pays to the District 47.5% and 5% as consideration for providing services to ACE students at their high schools and providing recordkeeping services for attendance and grades.

6.0 Conditions

6.1 This Contracted Services Agreement is in effect until one of the following events occur:

- 6.1.1 The Amended Charter Agreement is terminated or non-renewed by the Reynolds School District;
- 6.1.2 One of the parties to this Contracted Services Agreement gives 60-day written notice to the other of its intent to terminate this Agreement.

Reynolds School District 7

ACE Academy Charter School

By: \_\_\_\_\_  
Robert Fisher, Superintendent

By: \_\_\_\_\_  
Richard D. O'Connor, Ph.D., Executive  
Director, Oregon Building Congress

Gresham-Barlow School District

By: \_\_\_\_\_  
John Miner, Superintendent

Parkrose School District 3

By: \_\_\_\_\_  
Karen Fischer Grey, Superintendent

Centennial School District 28J

By: \_\_\_\_\_  
Robert McKean, Superintendent