

CHARTER FOR THE CORBETT SCHOOL

THIS CHARTER FOR THE CORBETT SCHOOL (CS) this (“Charter”) is made and entered into as of its date of execution by the Board of the Corbett School District #39 (“District”) Oregon Department of Education School ID #2186, an Oregon common school district, for the continued operation of the Corbett School, a K-12 School, Oregon Department of Education School ID #4592, an Oregon public charter school organized and operated pursuant to ORS Chapter 338 (“CS”).

RECITALS

WHEREAS, in 2019, the District determined that it was in the interest of the District to operate the single public school in the District as a public charter school pursuant to ORS Chapter 338 (the “Charter School Act”) and commenced operations as Corbett School (“CS”), sponsored by the District, on January 1, 2020, pursuant to the terms of a charter agreement dated November 20, 2019;

WHEREAS, on December 18, 2024, the District Board of Directors held a public hearing to consider renewal of CS’s charter in accordance with ORS 338.055(1) and school district policy, and evaluated the criteria set forth in the Charter School Act; and

WHEREAS, on April 16, 2025, the District Board of Directors adopted a resolution agreeing to renew CS’s charter agreement for a period of five (5) years; and

WHEREAS, the parties desire that CS be authorized to continue operations 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:

CHARTER FOR THE CORBETT CHARTER SCHOOL

SECTION 1. Creation of Charter; Nature, Power and Purpose of Corbett Charter School and Corbett School District

(a) Name, Purpose. This Charter creates a public charter school under ORS 338.065 and shall be known as the “Corbett School.” This Charter acts as the legal authorization for the establishment of CS as a public charter school under the Charter School Act. This Charter shall be legally binding on the District its permitted successors, heirs and assigns.

(b) Powers. In addition to its general powers and authority under ORS Chapter 338, CS 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 CS.

(c) Governance. Pursuant to ORS 338.035(1)(b), CS is not required to form a nonprofit corporation and shall be governed by the District Board of Directors.

(d) Public Nature. CS is a governmental entity or agency of a governmental entity and shall have the power to levy taxes or to issue bonds for which the public is or may become liable. However, CS 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 District Board of Directors shall be open to the public, except as otherwise permitted by law, and shall be subject to the provisions of ORS 192.610 to 192.705.

(2) Public Records. The records of the District Board of Directors and CS related to the operation of the charter school district shall be subject to the public records provisions of ORS 192.311 to 192.478.

(3) Oregon Tort Claims Act. CS 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. CS shall be subject to the provisions of ORS 297.405 to 297.555 and 297.990.

(5) School District Laws. CS is subject to the statutes and rules that affect school districts except as provided in the Charter School Act. The District and CS are subject to the rules adopted by the Oregon Department of Education relative to Charter Schools.

(6) Limitation. As provided above, or as may be otherwise required by State or federal law, CS shall be deemed to be a public body and is a “public agency” subject to the public contracting and procurement laws in ORS Chapter 279A, 279B and 279C.

(e) Mission and Goals.

Corbett School Vision Statement

The Corbett School community connects, engages, inspires and collaborates to support every student.

Corbett Values

1. Personal Responsibility

Modeling personal responsibility, commitment, and ethical decision making.

2. Advocacy

Advocating for students so they learn to advocate for themselves.

3. Resilience

Personal development through resourcefulness and resilience.

4. Inclusive, Collaborative Relationships

Creating a community based on inclusiveness, equity, and building collaborative relationships.

5. Innovation

Nurturing curious, passionate, creative, and innovative minds.

6. Continuous Learning

Fostering student engagement in continuous learning, building on their personal strengths.

(f) Non Religious and Non Discrimination Policy. CS covenants that all of its charter school activities shall be governed by its nonreligious and nondiscrimination policy. The education program of CS shall be nonreligious and nonsectarian. CS shall not discriminate against any student or staff on the basis of race, ethnicity, creed, color, sex, national origin, religion, ancestry, disability, the terms of an individualized education plan, 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 CS's nondiscrimination policy. CS 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 CS and has enrolled with CS in accordance with the CS admission policies and procedures.

“Board or Board of Directors” means the Board of Directors of Corbett School District #39.

“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” or “CSD” means Corbett School District #39.

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

“Full-time Enrolled Student” means a student attending CS for all non-special education course offerings and curriculum programs. A student attending CS in grades K-12 shall count as a 1.0.

“IDEA” means the Federal Individuals with Disabilities Education Act.

“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.

“CS” means, as the context requires, the Corbett School operating a kindergarten through grade twelve (12) public charter school.

“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.

SECTION 3. Term.

(a) Initial Term. This Charter shall be effective January 1, 2025, and, unless otherwise terminated as provided herein, shall expire at midnight on December 31, 2029. Notwithstanding the foregoing, the terms of this Charter shall be considered effective immediately to amend the terms of the existing Charter through the end of the current Charter term which expires December 31, 2024.

(b) Renewal. Subject to termination by a party as provided herein, this Charter shall be renewed in the manner prescribed by ORS 338.065.

SECTION 4. Educational Program and Curriculum.

(a) Age and Grade Range. CS shall provide instruction to students in grades K-12 with preschool offered as funds are available.

CS will provide instruction in the following subject areas under the following conditions:

(b) Curriculum.

(1) General Requirements. CS shall implement its instructional programs to include, at a minimum, mathematics, science, social science, language arts, physical education, health and second language. CS 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.

(2) State Standards. CS agrees to develop and maintain curricular content that is articulated K-12 and aligned to the State Benchmarks in English, Mathematics, Science, and Social Science. Physical education will include elementary and secondary grades. Physical Education classes as well as athletics and intramural participation will be counted toward unit of credit requirements.

From its inception CS has provided adequate course offerings to ensure all students the opportunity to 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 CS shall continue to meet or exceed applicable content standards adopted by the State and shall be designed to enable each pupil to achieve such standards.

(3) English as a Second Language. CS 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. CS shall provide an English Language Learners Program for such students.

(4) Participation in Extracurricular Activities of the District. CS students are eligible to participate in extracurricular activities provided by the District according to the eligibility requirement in the Athletic Handbook. CS transfer students must comply with applicable OSAA (Oregon State Athletic Association) rules before being eligible to participate in extracurricular activities.

(c) Articulated/Aligned Education Model. CS will achieve its mission and goals through the use of an articulated K-12 curriculum that focuses District 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; charter school development; and implementation; methodology related to effective practices within a small, remote, rural educational environment; and other areas of professional development.

Innovative Programs Will Include:

- Multi-grade classrooms
- Personal education plans for each student
- Involvement of parents and experts from within the community
- District developed courses related to local resources
- Student led conferencing
- Distance learning opportunities for coursework not available on site
- Junior Projects/Senior Portfolios
- An offering of elective classes which include music, art, physical education, foreign languages, drama, vocational welding, vocational wood technology, and a variety of on-line courses
- High school and expanded options college credit courses.

CS will grant credits to its students under the applicable criteria set forth in OAR 581-022-0102 and/or 581-022-1350.

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

(a) Opening Date and School Calendar. The CS school year and attendance schedule will be based on a four-day school week and developed with the goal of accommodating curricular and transportation needs of CS, as well as meet the required number of instructional hours as outlined in OAR 581-022-2320.

(b) Tuition. CS will not charge tuition for programs, classes or courses of study as part of the regular school program. CS may charge reasonable fees for tuition, application processing, instructional materials, related to *optional* coursework available online or through other distance or independent learning providers. CS may charge admission for students for whom CS receives no ADM funds.

(1) Indigent Students. CS shall provide waivers from all fees for those indigent students unable to pay in accordance with applicable federal and state law and CS policy. CS shall survey its student population for those eligible for free and reduced breakfasts and lunches under federal and state law, if CS elects to provide breakfasts, lunches or other meal related programs 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 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 CS enrollment application form will ask if the student applicant has an IEP.

(2) Enrollment Numbers.

(A) General Procedure. Maximum student enrollment and number of available enrollments for each grade level, and for each program operated by CS shall be determined by the Board, with a maximum of 1,250 total students.

(B) Minimum Enrollment. The minimum enrollment shall be such number of full-time enrolled students necessary to provide an adequate base of funding to sustain operations for that school year, but in any event no fewer than twenty-five full-time enrolled students. This number 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 number 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 will consider what action, if any, will be taken.

(C) Enrollment of District Students. All students who are residents of the District shall be guaranteed enrollment in CS.

(3) 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 CS under the following principles:

(A) Resident. Preference will be given to students who reside within the boundaries of the District.

(B) Equitable Principles. After all resident students are admitted, lottery selection shall be guided by recognizing the following order of priority for admission:

- 1 siblings of students who were enrolled at CS during the previous year and will be returning to CS for the current year;
- 2 non-resident students who are not eligible under category 1.

The foregoing priority levels shall be applied in each year of enrollment, with students within each level being selected, if necessary, by random lottery.

(4) 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, until the Friday after Labor Day, 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, based upon a supplementary lottery for placement on the waiting list.

(5) Non-resident Students. To the extent permitted by this Charter and State law, a non-resident student admitted to CS 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 CS 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. CS will not intentionally discriminate against enrolling Special Education Students or otherwise violate laws applicable to Special Education Students. CS will admit students without regard to their status as Special Education Students if the student's IEP Team determines that CS is the appropriate placement.

(2) 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. Any student with an IEP whose application is accepted will receive a conditional acceptance and enrollment will become final when the IEP Team has determined that CS is the appropriate placement. If the IEP team determines another placement is appropriate, after consultation with special education representatives from the student's local school district, the other placement will take effect and the student will not attend CS provided that in no event shall a student be denied admission to CS if such denial would be in violation of state or federal law governing the admission of Special Education Students. Pursuant to ORS 338.165, students who enroll in CS and who are eligible for special education and related services shall be considered students of the District for purposes of data collection and reporting.

(b) Identification of Students Eligible for IEPs. CS 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. Any CS resident student referred for evaluation will remain enrolled at CS.

(c) Funding and Administration of Special Education Student IEPs. CS will provide Special Education Services in accordance with state and federal law.

SECTION 7. Student Performance.

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

(b) Student Performance.

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

CS may administer other standardized tests such as Oregon or other such instruments to be determined for the purpose of off-year assessment testing not covered by statewide assessment tests.

(2) 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 CS), CS 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. CS may request program evaluation and review from outside organizations or agencies if it is deemed necessary, as funds are available.

(c) Student Attendance, Conduct and Discipline.

(1) Attendance. CS 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 CS shall be in compliance with Oregon's compulsory attendance law.

(2) Discipline Policies. CS shall implement the discipline policies as established by the District, which provide an age-specific code of conduct, rules, student rights and appeal procedures, complying with all state and federal laws. CS 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 students rights policies in a location that is accessible to students and the public.

(3) Suspension and Expulsion. Discipline involving suspension and expulsion shall be achieved according to Oregon law. All CS expulsion proceedings shall be administered according to CS policies appropriate to age level. Grounds for expulsion from CS shall be consistent with state and federal law.

SECTION 8. Administrative Services

(a) Complaint Procedures. CS shall operate under the current administrative process as followed by the District for resolving public complaints against CS, including complaints regarding curriculum.

(b) Student Welfare and Safety. CS 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. CS may contact and contract with outside agencies to include but not limited to the offices of Multnomah County and the Multnomah ESD, for the delivery of health and social services for students. CS shall inform the required authorities of any incident regarding child abuse and neglect, concurrent with state required reporting. CS shall comply with state and federal law relating to medication administration to students.

(d) Insurance.

(1) Coverage Required. The District, on behalf of CS, shall secure, retain and provide proof of the following insurance: commercial and general liability insurance; errors and omissions insurance; directors' and officers' liability insurance; automobile liability insurance; workers' compensation insurance; and employee dishonesty insurance.

(2) **Coordination of Risk Management Activities.** CS agrees that it will report its risk management activities to 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 CS is named. CS 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.

(e) **Third –Party Contracts.** CS 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 CS has first submitted such contract to the Board of Directors for approval.

(f) **ADA/504 Obligations.** CS 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. CS may contract with the appropriate outside agency or organization for services or accommodations to meet CS's legal obligations under these statutes.

(g) **Transportation.** CS students may obtain transportation through the student's parent/guardian or existing public school bus lines. Provision of District home-to-school transportation will be available as required by state law and Department of Education rule, on the days when the District has students in attendance.

(h) **CS School Building.** CS shall operate in and use all the facilities of the District. In the event of termination of this Charter or dissolution of CS, those premises, furnishings and equipment purchased with public funds shall be held liable for redistribution under ORS 338.105(6). The District shall request the Department of Education not disburse any premises, furnishings, or equipment required for the operation of the District or any regular school within the District after the termination of the charter or dissolution of CS. All other premises, furnishings and equipment shall be retained by the 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.

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

(j) **District's Contract Services.** CS agrees to provide 100% of the available funding from the State School Fund (SSF) and any and all sources of funding for the operation of CS.

SECTION 9. Reports.

(a) **General.** CS shall comply with all applicable record-keeping requirements of federal and state law and shall provide any additional reports necessary to enable CS to meet District's reporting obligations to the Oregon Department of Education. Student records maintained by CS

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.

(b) Annual Charter School Report. CS shall comply with all reporting requirements of a charter school, including provision of any annual report of CS and student performance to the Board of Directors and the State Board of Education. The annual report shall be delivered to the Board of Directors at a scheduled public 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 CS, including proofs of insurance
- Policy development issues
- Student attendance and student discipline information
- All information necessary to make a determination of whether CS 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) List of Teachers and Students. Not later than August 1 before each school year, CS shall provide the District with a list containing the names and job positions of all its employees and volunteers who are scheduled to be hired or to perform services as the CS during the upcoming school year. CS shall maintain personnel files with all licensure information for all employees. For any individual hired in an instructional or volunteer position after the start of the current academic year, CS shall provide the Board of Directors with such evidence of certification or other qualification no later than 30 days after the individual's initial date of hire or as soon as TSPC has prepared said documentation. CS will submit a list of all CS students currently enrolled at the District's August school board meeting. The list of all students will remain confidential, within the limits of State Law and District public records policy.

(d) Accountability. CS shall be accountable to the Board of Directors. All records established and maintained in accordance with the provisions of this Charter, CS policy and federal and state law shall be open to inspection by the Board of Directors. CS 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.

(e) Policies. CS or its designated representative 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.

(a) Operational Powers. In as much as the District is a “single school” school district and subject to the conditions and provisions of this Charter, the District, through the Board of Directors and the Superintendent as Chief Operating Officer, shall be fiscally responsible for the operations of CS.

(b) District Funding.

(1) Base Level Funding. In as much as the District is a “single school” school district, it is understood that the entire amount of funding provided from all sources will be converted to use by CS.

(2) Gifts, Donations and Grants. In addition, CS 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 CS solicits funding from any source it shall comply with all applicable state and federal laws regarding reporting of such charitable solicitations. CS shall include all gifts, donations, and grants in its financial reports.

(c) Budget. In as much as the District is a “single school” school district the District shall prepare a budget within the guidelines of state law.

(d) Financial Records, Audits and Accounting Reports.

(1) Standards. In as much as the District is a “single school” school district the District 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”).

(2) Periodic Reports. In as much as the District is a “single school” school district the District will provide the Board of Directors with copies of its monthly, quarterly and Fiscal year annual accounting reports. CS shall provide to the Board of Directors 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.

(3) Annual Audit. In as much as the District is a “single school” school district the District will arrange an annual audit of the District’s and CS’s accounts in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.998. CS will provide the Board of Directors with a copy of the audit during the financial review. CS will continue the current practice of receiving auditing services through Resolution Services from the Multnomah ESD. The District and CS may prepare the audit contemplated herein as a single legal entity.

(e) Annual Financial Review. In as much as the District is a “single school” school district the District designated CS staff and the Board of Directors shall review the operations, financial and otherwise, of CS at least annually.

SECTION 11. CS Personnel Procedures.

(a) CS Authority; Status of CS Employees. In as much as the District is a “single school” school district, CS shall use the existing practices of the District regarding the selection and hiring, training, discipline and firing of its teaching, administrative and operations staff.

(b) Policies. CS will implement policies in compliance with all applicable federal and state laws in effect 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.

(c) Payroll. Employees shall be paid through the District payroll department according to District payroll procedures unless changed during the Term of this charter.

(d) Benefits. The licensed and classified staff at CS will receive benefits in compliance with all legal requirements. CS supervisory and other contracted staff will receive benefits in accordance with their employment contracts.

(1) PERS. As required by the Charter School Act, CS shall participate in the Public Employees Retirement System (PERS) for its employees or its successor system(s).

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

(e) Employee Records. CS 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.

(f) Placement Upon Revocation of Charter. In the event of termination or non-renewal of this Charter, CS shall follow applicable law regarding employee termination or re-assignment. 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 CS at time of its reconstitution as a regular public school district.

(g) Substitutes. CS will be responsible for providing coverage for all CS teachers requiring substitutes in accordance with existing practices, policies and state rule and law.

(h) Professional Development. CS shall provide professional development opportunities to CS staff as provided for in District policy, and state law. CS may collaborate with the other agencies or organizations for joint professional development opportunities.

(i) Teacher Standards & Practices Commission (TSPC) Obligation. The District and CS shall meet any and all qualification and reporting obligations to TSPC regarding its employees.

(j) Criminal Background Checks. CS 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.** In as much as the District is a “single school” school district, this Charter may be at any time by the District Board of Directors provided, however, that the District Board of Directors shall use best efforts to terminate the Charter only at the end of a fiscal year and shall do so in a manner that causes the least disruption possible to students and school operations. Moreover, the District shall at all times comply with the termination provisions in ORS Chapter 338 to the extent applicable.

SECTION 13. **Status of Parties/Governance.** The Board of Directors will be the official governing body for the District and CS. As such they or their designated representative shall have the power to extend the faith and credit of the District to any third person or entity.

SECTION 14. 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 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 CS 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 by the District in its discretion.

(2) Changes in Law. This Charter may be 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 the District or CS 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 and if the parties agree to incorporate the amended law into the Charter or as otherwise may be required by law.

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

SECTION 15. . Notice; Designated Representatives.

SECTION 16. 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 Board of Directors.

IN WITNESS WHEREOF, the parties have executed this Charter as of the date below and extend the dates of the Charter contract through **December 31, 2029.**

**BOARD OF DIRECTORS
CORBETT SCHOOL DISTRICT #39**

By: _____
School Board Chairperson

By: _____
CS Superintendent

Date of Approval for Revision: _____

Date of Approval for Revision: _____

