



**Corvallis**  
SCHOOL DISTRICT

# NOTICE

**NOTICE IS HEREBY GIVEN** of a meeting of the Corvallis School District Board of Directors.

| Date & Time                            | Meeting Type | Location                                                                   | Agenda        |
|----------------------------------------|--------------|----------------------------------------------------------------------------|---------------|
| Thursday, April 25,<br>2019<br>6:30 PM | Special      | District Office Board Room,<br>1555 SW 35th Street,<br>Corvallis, OR 97333 | See attached. |

**Accessibility:** *To request accommodations for board meetings, please contact Kim Nelson at 541-757-5841 or [kim.nelson@corvallis.k12.or.us](mailto:kim.nelson@corvallis.k12.or.us) at least 48 hours before the meeting.*

**If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel:** <https://www.youtube.com/channel/UC9Jtp5dmilZl9kySBJbVQ?>  
**A recording of the meeting will also be posted to that channel.**

**POSTED:** Corvallis School District Administration Building  
Hans Boyle, Education Editor, Gazette Times (Via Email)

**For more information, please contact Kim Nelson at 541-757-5841 or at [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us)**



# Corvallis

## SCHOOL DISTRICT

Thursday, April 25, 2019  
6:30 PM

**AGENDA**  
Special Meeting of the  
**BOARD OF DIRECTORS**  
Corvallis School District 509J

Meeting Details: Thursday, April 25, 2019, 6:30 PM in the District Office Board Room,  
1555 SW 35th Street, Corvallis, OR 97333.

*If you would like to watch live-streaming of the School Board meeting, please navigate to the District's YouTube channel: <https://www.youtube.com/channel/UC9Jtp5dmilZI9kySBjbVQ?> A recording of the meeting will also be posted to that channel.*

- I. CALL TO ORDER AND ROLL CALL (6:30 p.m.)
- II. PLEDGE OF ALLEGIANCE
- III. COLLECTIVE MURAL AT WESTERN VIEW CENTER



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Marcianne Rivero Koetje, Equity Coordinator

Meeting Date: April 25, 2019

### **Collective Mural Project**

### **NO ACTION REQUIRED**

#### Vision of the Mural

The Welcome Center multicultural mural will be a visual representation of the Corvallis School District's commitment to continuously build trust and respect within our diverse community. The end product will illustrate this vision while the design and planning process will foster a safe space for our diverse students, staff and community members to work collaboratively on an art installation that reflects their shared values and beliefs.

#### Connections to our Core Values

The mural will be co-created with the voice, cultural archetypes and counter stories of the community. This project will involve community partners, students and their families in the development and completion of a mural that will be displayed outside the district's Welcome Center, located at the Western View Building.

The collective mural will provide students a hands-on, experiential opportunity to design and create a work of art that represents the mosaic of cultures and languages in our district, building a sense of belonging. Students and families will be involved in all aspects of the mural design, from creation to application.

The collective mural project will provide a platform to engage and involve minoritized communities, such as members of the Mam, Latinx, Arabic, Muslim, African-American and Indigenous communities. The mural represents an opportunity to honor our community's depth of knowledge; portraying counter stories that reveal the richness and diversity of cultures, languages and histories. The mural will be a symbol of unity that bridges the district's equity efforts with our diverse community. In addition, this will create a visual representation of the Board's goal toward equitable systems to expand parent and community partnerships.

#### About the Artists

This project is led by district translator, artist and Determined Art Movement (D.A.M.) member Elena Valdés Chavarría.

The artist team who created the Determined Art Movement come from different parts of the world and met in Oregon. After the successful completion of a collective mural project

at the Centro Cultural Cesar Chavez on the Oregon State University campus, they formed a non-profit assuming themselves as members of a larger fight for self-determination and the reclaiming of a community's histories and cultures.

Since 2014, their collective murals have created opportunities for community engagement and partnerships in the United States, India, Malaysia, Mexico and Ecuador. Their inspirational vision emerges from vibrant stories merging into the present to open dialogues revolving on global issues at a local level. Their absolute call to create through paint relies on the cathartic qualities of art as a tool to heal and build communities; an ability innate in everyone. Their motivation comes from their love of public mural art as they acknowledge it a universal language.

The purpose of D.A.M. is to bridge art with equity actions in creating safe, brave spaces that facilitate positive community synergy. With the collective mural project, the artists, along with district students and families, will co-create an artistic expression of our district's journey toward a more equitable future.

### Bringing the Community Together

A number of meetings have taken place over the last four months including three community gatherings, two sessions at College Hill, a presentation to the Garfield PTA, and a workshop at the Welcome Center. During these meetings, parents and students helped each other to understand the impact of multiple welcoming manifestations they need to experience, as they become members of the community of the Corvallis School District.

By creating safe spaces for dialogue and engagement, numerous ideas and sketches have emerged. This process consisted on the conscious decision of the group to ignite the force of the mural's image through multiple perspectives and testimonies.

### Thank You To All Who Support The Arts!

This project is being funded through a Corvallis Public Schools Foundation Innovation Grant. Thank you to all the artists, students, parents, families, and community members who have contributed to the mural.



# Welcome Center Community Collective Mural Project

April 25, 2019

Connecting the community



## Gathering multiple perspective and ideas





**Corvallis**  
SCHOOL DISTRICT

IV. CONTRACT WITH MUDDY CREEK CHARTER SCHOOL (6:45 p.m. approx.)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kristen Miles (OSBA), Kevin Bogatin, and Erika Cook  
Meeting Date: April 25, 2019  
Applicable Policies:

[Board Policy LBE--Public Charter Schools](#)

[Administrative Regulation LBE-AR--Public Charter Schools](#)

### **Muddy Creek Charter School Contract Revisions Report**

### **ACTION REQUESTED**

#### **Background**

The District and Muddy Creek Charter School (MCCS) entered into its original Charter contract on November 5, 2007, this contract expired June 30, 2011. A second contract was negotiated beginning on July 1, 2011 - June 30, 2014. The third contract was negotiated beginning on July 1, 2014 - June 30, 2019. For the current negotiation of contract, the District retained services through the Oregon School Boards Association (OSBA) for oversight and review of the renewal and contract negotiation process.

As the sponsor of a Charter school, the District is responsible for evaluating Charter school performance and determining whether or not to renew the contract of the Charter school based on its compliance with the law and the contract, and its performance in three domains: academic, financial, and organizational.

The National Association of Charter School Authorizers (NACSA) recognizes that a "...strong renewal process is critical to protect charter school autonomy, student rights, and the public interest, and ensures that schools are held to high standards of academic, financial, and organizational performance" and recommends in its Principles & Standards for Quality Charter School Authorizing that a formal renewal application be used as part of a fair and transparent process.

The extensive renewal process ensures that the charter school has an equal opportunity to present data and information relevant to their request for contract renewal. It also ensures that the renewal decision is based on the renewal criteria specified in ORS 338.065 and OAR 581-026-0400, and on "a review of the public charter school's annual performance reports, annual audit of accounts and annual site visit and review...and any other

information mutually agreed upon by the public charter school governing body and the sponsor.”

In November 2019, Bryan Traylor, Principal of M CCS submitted the annual review and request for renewal for the M CCS Charter. The materials for this annual review and renewal request were evaluated by the District Board on January 10, 2019. On this date, Charter representatives answered Board questions and public comment was accepted.

On January 17, 2019, OSBA presented its report with the recommendation to approve the renewal of the Charter with the following statement: “Muddy Creek Charter School is well-positioned to be renewed by the Board. M CCS is compliant with the contract and major provisions of applicable laws and rules, and has strong performance academically, financially, and organizationally. M CCS has substantively met all statutory criteria for renewal.” After discussion, the Board voted unanimously renew the charter with M CCS and for District staff to enter into charter contract negotiations with M CCS following three specific parameters: (1) The length of the charter shall be 5 years; (2) The enrollment cap may be increased within the current grade level configuration at M CCS; and (3) The financial/services package will be negotiated to not exceed revenue generated through the school district and costs encumbered by M CCS.

District representatives and members of the Charter team met to discuss financial aspects of the contract and changes to existing language at four group meetings held on: March 4, March 6, March 19, and April 8. The District has now finalized a new contract to extend from July 1, 2019 - June 30, 2024.

### [Reference Documents](#)

For the review of revisions, the District has provided a edited version of the contract noting additions and strikeouts as well as a fully edited copy.

Included:

1. Draft with Track Changes M CCS Contract 2019 (pdf)
2. Final M CCS Contract 2019 (pdf)

### [Summary of Contract Revisions](#)

The District’s contract negotiation team and Muddy Creek Charter School have come to agreement on the terms of the next 5-year contract. Most changes to the contract fell into one of three categories:

1. **Legal and other updates:** Some sections of the contract were outdated and/or did not align with current statutes, rules, or other requirements of districts and charter schools.
2. **Board-adopted parameters and/or requests in the renewal application:** When the Corvallis Board approved the renewal request of M CCS, the Board pronounced

parameters for the negotiation for the next term of the contract, which are reflected. Additionally, the MCCS renewal application made certain requests for the next contract, some of which were accepted by the negotiating team and are reflected in the draft contract.

3. **Clarity on services provided by the District:** In the renewal application, MCCS requested that a number of services and areas of District support be clarified in order that both parties would have a greater understanding of their respective responsibilities. Several new sections have been added to the contract to fulfill this request.

The following pages summarize the additions, deletions, and modifications to the contract. The section in which the change occurs is noted. An addition to the contract is represented by a statement summarizing the addition; a deletion is noted as a deletion. To view these in the context of the contract, use the provided document: **Draft with Track Changes MCCS Contract 2019 (pdf)**.

### 1. Legal and other updates:

- 5.6 A requirement that the Charter School post nondiscrimination notices on its website and all official published materials.
- 5.7.4 A requirement that the Charter School give preference to students residing in the District (after priority is given to currently attending students and siblings of current students of the District).
- 5.7.5 A requirement that the enrollment materials ask about SpEd status, but that the lottery form does not. Additionally, a notification that Charter School students residing in other districts may not necessarily have access to other District schools if FAPE cannot be served at the Charter School. A section referencing out-of-district students was removed, as out-of-district students' IEPs are served in the same way District students' IEPs are now. This was a change to the law in 2011.
- 5.8.5 Removal of the reference to calculating funding for out-of-district students.
- 5.8.10 Removal of the reference to out-of-district students in special education.
- 5.16 The Charter School is responsible for serving ELL students.
- 8.1 A reference to a requirement for the 2014-15 school year was removed.
- 8.3, 8.4, 8., and 8.8 References to Annual Measurable Objectives (AMO) were replaced by state growth targets.
- 8.4 A provision that if, after a third year, the school does not meet specified academic standards, the District may terminate the Charter.
- 9.1 A provision allowing the Charter School to charge fees for processing Charter School applications was removed.
- 9.2.4 This section referred to the District and the Charter School charging fees to one another and has been removed.
- 9.3.2 The date that the MCCS budget is due to the District has been updated.
- 11.2 Legal references to public meetings and records laws have been updated.
- 11.3 A reference to the Charter School board overseeing daily operations of the school has been removed. A stipulation that the District or Charter School may contract for an evaluation of the program has been added.

- 11.5.1 The due date for the Annual Report has been changed.
- 11.5.1(a) The Annual Report will include financial and organizational data (in addition to academic data) and may include data from the Charter School's internal performance assessments.
- 11.5.1(h) A requirement that the Annual Report include the current list of board members.
- 11.6.1(g) As per charter law, the Charter School can be terminated for failure to maintain a sound financial management system for one or more consecutive years.
- 11.6.3(d) The time limit for the District responding to a request for a hearing from the Charter School in the event of termination is changed to 10 days from 30 (as per statute).
- 12.2 A reference to the federal definition of Highly Qualified is removed.
- 13.1.1 Updates to minimum insurance coverages are made.
- 13.2 Updates to laws pertaining to charter schools are made, as per ORS 338.115.
- 13.4 The date on which the Charter School policy and AR were revised is updated. This District liaison will notify the Charter School of future updates.

## **2. Board-adopted parameters and/or requests in the renewal application**

- 5.2 Enrollment cap increased from 115 to 125 students for school year 2019-2020 and 130 for school year 2020-2021.
- 6. The annual School Improvement Plan is eliminated, in lieu of the Charter School's Annual Report. A School Improvement Plan is only required if the Charter School fails to meet standards.
- 9.2.2(b) The SSF percentage pass-through to MCCS is changed to 87.5%.
- 9.2.2(c)(iv) The remote small elementary school funding pass-through is changed to 87.5%.
- 9.2.2(c)(v) A provision to pass through an additional 5% for out-of-district students is removed.
- 12.7 The section "Other Terms and Conditions of Employment" is removed.

## **3. Clarity on services provided by the District**

- 4. Renewal requests shall include any proposed substantive changes to the contract requested by the Charter School.
- 5.8.4 The District will allow the Charter School access to any SpEd professional development offered to District staff.
- 5.12.1 The Charter School is responsible for the health and safety of its students. Professional development opportunities regarding student health and safety may be available through the District.
- 5.12.6 The Charter School is responsible for nursing services, but may attend certain health-related trainings, for which the District will pay registration costs.
- 5.17 The District will provide training in McKinney Vento and access to the District crisis intervention team.
- 5.18 The Charter School is responsible for providing translation services for its materials and may negotiate with the District for these services.

- 5.19 The District shall provide access to its student information system at no cost to the Charter School, as well as media and library resources. The Charter School is responsible for providing all hardware, software, internet access, and other technology needs. The Charter School will comply with applicable laws regarding privacy and protection of students online.
- 9.3.1 The Charter School is responsible for the oversight of its own financial records.
- 11.7 The Charter School will follow closures recommended by the District under most circumstances.
- 11.8 The Charter School will be responsible for its own communications services.
- 11.9 The Charter School will be responsible for its own nutrition program.
- 12.3 The Charter School is the employer for Charter School staff except for SpEd staff assigned by the District.
- 12.4.1 The Charter School is responsible for payroll and benefits services.
- 12.8 The District shall provide access to District-sponsored training events.
- 14.4 The Charter School shall contact the District liaison with questions or requests.

#### Involvement

Oregon School Boards Association Representation: Kristen Miles

Corvallis School District Board Representation: Vincent Adams

District Staff: Ryan Noss, Olivia Meyers-Buch, Kevin Bogatin, Erika Cook,

Charter School Staff: Bryan Traylor, James Anderson, Tom Day, Jennine Livengood, Barb Holt, Leanne Eagles-Smith

#### ACTION REQUESTED

Adopt the contract as submitted.

#### MOTION REQUESTED

"I move to adopt the contract between Corvallis School District and Muddy Creek Charter School for the term of July 1, 2019 - June 30, 2024 as submitted."



**(Version: Draft with Track Changes MCCS Contract 2019)**

# **CHARTER SCHOOL CONTRACT**

**CORVALLIS SCHOOL DISTRICT 509J**



**AND**

**INVALE COMMUNITY PARTNERS  
INCORPORATED  
DBA**

**MUDDY CREEK CHARTER SCHOOL**



**July 1, 2019 - June 30, 2024**



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# CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this 5<sup>th</sup>-day of May, 2019, is made and entered into by and between the **CORVALLIS SCHOOL DISTRICT 509J** (“District”) and **INVALE COMMUNITY PARTNERS INCORPORATED dba MUDDY CREEK CHARTER SCHOOL (MCCS)**, an Oregon nonprofit corporation (“Corporation” or “Charter School”).

## RECITALS

WHEREAS, ORS Chapter 338 provides for the creation and operation of charter schools for certain purposes enumerated in that chapter; and

WHEREAS, the District and the Charter School entered into a contract to allow the Muddy Creek Charter School to operate as a charter school in the District on **November 5, 2007**; and

WHEREAS, the Charter School requested in writing by the dates required in the charter school contract to renew the charter school contract; and

WHEREAS, the District held a public hearing on the renewal of the Charter School on **January 10, 2019**; and

WHEREAS, this contract between the Charter School and the District will constitute the full and complete agreement between the parties regarding the governance and operation of the Charter School; and

WHEREAS, the parties desire that the Corporation be authorized to operate the Charter School and conduct its affairs in accordance with the terms of this Contract, District Board Policy LBE, applicable Oregon Administrative Rules and ORS Chapter 338.

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

## AGREEMENT

1. **Grant of the Charter**. The Corporation is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate the Charter School as described herein.
2. **Conditions Precedent to Operation of Charter School**. ~~In order for the Corporation to operate the Charter School during the school years 2019-2024 the following conditions shall be met:~~
  - 2.1 ~~Before the first day of classes for students the Corporation shall secure a building to operate within the district boundaries and obtain the appropriate and necessary occupancy and safety permits for the facility and deliver proof of these permits to the District.~~

- ~~2.2 By the date set forth in Section 2.1 the Corporation shall secure insurance in accordance with Section 13.1 and deliver proof of that insurance to the District.~~
- ~~2.3 By the date set forth in Section 2.1 the Corporation shall prepare and deliver to the District a revised 2014-2015 budget, which accounts for the costs associated with the facility and required insurance policies and demonstrates financial stability using the most current State School Fund Grant estimate and enrollment projections.~~
- ~~2.4 By the date set forth in Section 2.1 the Corporation shall provide to the District evidence of compliance with Section 12.1 on Staff Qualifications.~~

3. **Effective Date.** As soon as all conditions precedent in Section 2.1 through 2.4 are met, this Contract shall commence; This contract becomes effective July 1, 2019 and expires on June 30, 2024.

4. **Renewal.** During the fifth year of the term of this contract, the Charter School may request a renewal of the charter for a minimum of five years and no more than ten years (ORS 338.065(4)(c)). The request for a renewal may be submitted to the District at any time after October 1, 2023. The request will state the requested length of the renewal term as well as any substantive changes to the contract requested by the charter school. Both parties may explore additional topics during charter negotiations.

5. **Grade Range, Educational Program, Curriculum, and Student Assessment.**

5.1 **Age and Grade Range.** The Charter School may shall provide instruction to students in grades K through five (5). The age requirements for students in any grade shall be the same as applicable state law, if any.

5.2 **Student Population Cap.** The total number of full-time students enrolled at the Charter School while it serves K-5 shall be no greater than 115-125 students. Beginning in the 2020-2021 school year, the cap shall be increased to 130 students. At no time during the term of this contract shall the Charter School's student population exceed 115- 130 full-time equivalent students without written approval from the district. The charter school and the District may revisit the enrollment cap at any time during the contract period.

5.3 **Curriculum.**

5.3.1 The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of the Charter School's instructional programs outlined in its application, and as amended herein. The Charter School shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, unless the law is inapplicable to charter schools.

- 5.3.2** The educational program, pupil performance standards and curriculum designed and implemented by the Charter School shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards. The Charter School agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- 5.3.3** The Charter School agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its application. A fundamental change is defined as basic changes, other than minor changes, to the core curriculum or the academic focus of the Charter School.
- 5.4** **Student Assessment.** All students enrolled and attending the Charter School shall participate and take part in all statewide assessments developed by the Oregon Department of Education under ORS 329.485.
- 5.5** **Records.** The Charter School shall comply with all applicable federal and state laws concerning the maintenance, retention, disclosure and security of student records, including, without limitation, the Oregon Public Records Law and the Family Educational Rights and Privacy Act. The Charter School shall cooperate with the District by providing any reports or records to the District that the parties mutually agree are necessary to meet the District's reporting obligations to the Oregon Department of Education or the U.S. Department of Education. The District shall provide the Charter School with a list of records and information it believes are required for the District to meet its state reporting requirements, and the parties will agree on the scope and form of such records and information and when to provide it. The Charter School will work with the District to meet the District's requirements, and the Charter School recognizes that it has the responsibility for the input of such data into District or state computer systems, subject to termination for noncompliance as provided in Section 11.6. All records established and maintained in accordance with this Contract shall be open to inspection by the District. The District shall be responsible for training staff in use of District systems and for costs of using District-specified special software for such record keeping.
- 5.6** **Nonreligious and Nondiscrimination.** In compliance with ORS 338.035(8), the Charter School shall not be affiliated with a nonpublic sectarian school or a religious institution. In compliance with ORS 338.115(4), the Charter School shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based. In compliance with ORS 338.115(1)(s) and ORS 659.850, no person of the Charter School shall be subjected to discrimination on the basis of age, citizenship, color, disability, national origin, race, parental or marital status, religion, sex, gender identity, gender expression, or sexual orientation. In compliance with ORS 338.125(2)(c), the Charter School shall not limit student admission based on ethnicity, national origin, disability, gender, income level, proficiency in the English language, or athletic ability, but the Charter School may limit admission to students within a given age group or grade level. The charter school shall post such nondiscrimination notices on all official published materials, including the school's website. (ORS 659.850, 659.855 and 659.860)

## **5.7 Open Enrollment.**

**5.7.1 Voluntary Enrollment, Who is Eligible.** Student enrollment in the Charter School will be voluntary. All students who meet age requirements applicable to a particular grade level will be eligible for enrollment subject to the requirement that the Corporation shall give preference to the students who are a resident in the District. Other than the age of a student and the preferences allowed by law, there will be no criteria for selection of students. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students will be governed as described in Section 5.7.5.

**5.7.2 Enrollments.** Each year, the Charter School will set deadlines by which such applications must be received for each phase of the enrollment process. These deadlines may change from year to year at the discretion of the Charter School. The Charter School Board will approve any forms and policies that may otherwise be needed to govern the enrollment process, and may change those from time to time as they determine what works best. The Charter School shall conduct the first stage of the enrollment process early enough to provide an estimate to the District of enrollment by the date the District uses in its choice process and monthly thereafter report changes in enrollment through the month of September. Each month for the calendar year prior to September of each year, the Charter School shall furnish the District the name and address of each student who has enrolled in the Charter School for September of that year.

**5.7.3 Application Process, First Phase of Enrollment Process.** On a date set the Charter School Board, prospective students may apply for admission to the Charter School for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the maximum number of students allowed adjusted for Full Time Equivalent (FTE), then all the applications will be accepted (including applications from nonresidents).

If the number of applications received is greater than the maximum number of students allowed, then the Charter School will conduct an equitable lottery, in a manner determined by the Charter School and consistent with state law, to admit the maximum allowed number of students. A waiting list may be created for subsequent admission should a space become available later. Order of priority on the waiting list also will be determined through the lottery process.

**5.7.4 Enrollment Preferences.** The Charter School may give admission preference to (1) students who were enrolled in the Charter school in the prior year, and (2) applicants who have siblings who are presently enrolled in the Charter School and



who were enrolled in the Charter school in the prior year, and (3) the Charter School shall give preference in the lottery to students who reside within the District.

#### **5.7.5 Special Education Students.**

(a) The Charter School registration form will ask if the applicant has an Individualized Education Program ("IEP") under the Individual with Disabilities Education Act ("IDEA"), but lottery application forms will not. Any student with an IEP whose application is accepted will be enrolled. Additionally, For any prospective student with an IEP, the Charter School will notify the District's Special Education Coordinator as soon as possible, and a representative from the Charter School will attend the IEP team meeting after the student's application is accepted and enrolls in the Charter School, at which the team will determine whether or not the Charter School is the appropriate placement for the student. Students residing out-of-district may not have access to programs at other District schools. ; the acceptance and enrollment will become final when the IEP team has determined that the Charter School is the appropriate placement.

(b) The Charter School will admit students without regard to their status as students needing special education services. The parties intend by this process to ensure that the Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws.

~~(c) For a special education student who is not a resident of the District, the school district in which the public charter school is located must implement the individualized education program and follow the terms of the individualized education program until a new individualized education program is developed.~~

**5.8 Education of Students with Disabilities.** The Charter School shall comply with all District policies and regulations and the requirements of federal and state law concerning the education of children under the Individual with Disabilities Education Act ("IDEA"). Compliance by the Charter School includes, but is not limited to, the following:

**5.8.1** The Charter School shall comply with all District policies regarding discipline of special education students.

**5.8.2** The Individual Education Plan/Program (IEP) team is determined by federal law. The parties expect that the Charter School will have at least one certified classroom teacher serve on the IEP team for Charter School students.

**5.8.3** The student's IEP team will determine the appropriate educational program and placement for the student. The Charter School shall abide by the IEP team's decision on program and placement.

- 5.8.4** For those services that the IEP team, the District and the Charter School mutually agree would be best delivered by District employees, the Charter School will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. This might include either inclusion or “pull-out” service delivery. The Charter School will see to it that its staff has received special training when necessary for the delivery of special education services that will be conducted by its staff, as agreed to by the District, the IEP team, and the Charter School. The District will allow access to Charter School staff for any special education training and professional development offered to District staff.
- 5.8.5** The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for Charter School special education students shall be retained by the District, ~~if the student is a resident of the District.~~ To illustrate, if the District's General Purpose Grant were \$5,000 per ADMw, the District would receive 2.0 times that amount, or \$10,000, for each special education student under the current formula; the amount payable to the Charter School for each special education student (using the 87.5 percent formula under Section 9.2.2(b)) would be \$4,375; the District would retain the remainder of \$5,625.
- 5.8.6** The District has the discretion to determine which specialized programs will be offered on site at the Charter School site.
- 5.8.7** The student’s IEP team may recommend any appropriate placement for the student based on the student’s needs, whether in or out of the Charter School. The Charter School shall not change the student’s placement or IEP without IEP team approval.
- 5.8.8** Special education transportation will only be provided to a Charter School special education student if it is a related service on the Charter School student’s IEP.
- 5.8.9** The Charter School shall provide substitutes for the Charter School staff who are required by law to attend IEP meetings or other meetings related to a Charter School special education student during the instructional day at the Charter School expense.
- 5.8.10** If, after a student is enrolled and attending the Charter School, the staff and employees of the Charter School suspect a student may be eligible for special education and related services under IDEA, the Charter School shall comply with the District practices and policies for referral of the student for evaluation. ~~Specifically, the Charter School shall notify the student’s resident district and shall cooperate with the District if a Charter School student may need evaluation to determine eligibility for special education.~~ Any student referred for evaluation shall remain enrolled at the Charter School until and unless the IEP team determines that the Charter School is not the appropriate placement for that student.

- 5.9 Minimum Enrollment.** The minimum enrollment for each school year shall be 25 full-time students. The District may terminate this Contract if student enrollment in the Charter School falls under 25 students during any school year, as provided in Board Policy LBE-AR Section V.F., by application of the termination process. For purposes of this Contract full-time student means a student who is receiving more than one-half of his or her instructional program at the Charter School.
- 5.10 Dual Enrollment.** The Charter School shall not permit a Charter School student to attend on a full-time or part-time basis, both the Charter School and another public school, another public Charter School, or non-public school, or enroll as a homeschooled student, without prior approval of the District. If the Charter School becomes aware that any student at the Charter School is enrolled and attending another public school, another public Charter School, a non-public school on such a full-time basis or part-time basis, or is enrolled as a homeschooled student, the Charter School will notify the District and will request that the parent of such student take appropriate action to change the student's enrollment and attendance to one school.
- 5.11 Student Attendance, Conduct, and Discipline.** The Charter School shall maintain on a monthly basis accurate enrollment data and daily records of student attendance and shall utilize the District computer program, provided by the District, for this purpose. (Refer to Section 9.2 of this Contract for detail.) The Charter School shall implement a system of uniform student discipline consistent with the application and shall notify its students of the students' rights and responsibilities. The Charter School will also adopt Board Policies JGAB and JGAB-AR, Use of Restraint and Seclusion, and Board Policy JGA Corporal Punishment. The Charter School Board may amend its policies from time to time as provided in Section 11.3. The Charter School shall notify the District immediately upon the Charter School's determination to expel a student. The Charter School and the District shall extend full faith and credit to the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.
- 5.12 Student Welfare and Safety.**
- 5.12.1** The Charter School shall be responsible for the health and safety of its students and staff. Professional development opportunities through the district may be available to staff. The Charter School shall comply with all applicable state and federal laws concerning student welfare, safety, and health, including, without limitation, the reporting of child abuse, accident prevention and disaster response, and any local, state, or federal regulations governing the operation of school facilities.
- 5.12.2** The Charter School is responsible for the reporting of child abuse and neglect in accordance with state law.

**5.12.3** The Charter School shall immediately inform the District Liaison of any incident regarding child abuse and/or neglect.

**5.12.4** The Charter School shall comply with state and federal law relating to drug administration to students.

**5.12.5** The Charter School shall comply with OAR 584-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

**5.12.6** The Charter School shall be responsible for the provision of nursing services and/or health and safety training to Charter School employees. Charter School staff may attend First Aid, CPR, Non-Injectable and EPI training provided by the District. The District will pay the registration costs for these trainings only. The District will not provide delegatable tasks to unlicensed personnel.

**5.13** **School Year, School Day, Hours of Operation.** The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. However, the Charter School anticipates that its annual calendar will generally match the calendar of the District, and the Charter School may maintain a typical nine-month school year for its regular academic program. The number of instructional hours during each school year will comply with requirements of state law.

**5.14** **Alternative Education Model.** Subject to applicable state law, federal law, and the terms of this Contract, the Charter School shall be allowed to promote and implement learning situations that are flexible with regard to environment, time, structure, and pedagogy and may include the use of online programs to supplement learning. If the Charter School determines to send a student to a fee-based alternative education program, such as online classes or tutoring programs, the Charter School shall pay the full cost of such program.

**5.15** **Transportation of Students.**

**5.15.1** The public Charter School shall be responsible for providing transportation for its students who reside within the school district and may negotiate with the District for provision of transportation services. As interpreted by ODE, the Charter School can meet this responsibility by posting on a bulletin board for those interested in carpooling or other means of transportation.

**5.15.2** The District shall provide transportation for public Charter School students pursuant to ORS 327.043. Resident public Charter School students will be transported under the same conditions as students attending private or parochial schools located along or near established District bus routes. The District shall not be required to add or extend existing bus routes.

**5.15.3** Public Charter School students who reside outside the District may use existing bus routes and transportation services of the district in which the public Charter School is located.

**5.15.4** Any home to school transportation costs incurred by the District shall be considered approved transportation costs.

**5.16 Education of English Language Learners.** The Charter School shall require a completed home language survey for each student enrolling in the Charter School. The District shall coordinate support of identified English Language Learners (ELLs). Initial assessments and testing will be completed by the District. The District shall provide specialized training for Charter School staff working with identified ELL students. The District shall provide online language services for student language support. The Charter School shall be responsible for associated paperwork and continued annual assessment of ELL students.

**5.17 Education of Homeless Students.** The District shall provide annual McKinney Vento training for Charter School staff. The District shall provide consultation for services to homeless students and access to the District crisis action team, when necessary.

**5.18 Translation Services.** The Charter School is responsible for providing translation services for published materials, public meetings, and other needs. The Charter School may negotiate separately with the District for translation or interpretation services based on an overtime rate for District staff.

**5.19 Technology and Library Resources.** The District shall provide the Charter School access to its Student Information System at no cost to the Charter School. The District shall provide media and library resources to the Charter School as available through a check-out process. The Charter School shall be responsible for providing all other software, hardware, internet access, and technology services necessary to implement and maintain a secure technological infrastructure. The Charter School will comply with Children's Online Privacy Protection Act (COPPA) Children's Internet Protection Act (CIPA) and any other applicable laws.

6. ~~**Development of School Improvement Plan.** The Charter School shall develop a written School Improvement Plan that includes measurable student achievement goals, strategies to meet the student achievement goals, timelines to meet the student achievement goals, and short-term and long-term professional development plans for staff. The plan may also include other measurable goals that are important to the culture and philosophy of the Charter School. The plan shall be reviewed annually and forwarded to the District by November 1 of each school year.~~

7. **Curriculum Alignment.** The learning goals for the Charter School students in reading/language arts and mathematics will be aligned to the Common Core Standards. All additional curriculum and content will be aligned to Oregon Standards. All additional assessments used by the Charter

School to measure and monitor student progress will be based on Common Core or Oregon Standards.

## **8. Evaluation of Student Performance.**

- 8.1** ~~The District and Charter School shall collaboratively review Article 8, Evaluation of Student Progress, during the first several months of the 2014-15 school year to develop a reasonable and comprehensive system for evaluating performance of the Charter School and shall submit possible language revisions to the Board for review by December 31, 2014.~~
- 8.2** The Charter School shall ensure that its students participating in the statewide assessments achieve at or above students in the same grade level as District students participating in the statewide assessment. (For example, if 80 percent of the District's third grade students meet standards on mathematics, 80 percent or more of the Charter School's third grade students would need to meet standards in mathematics.)
- 8.3** If students of the Charter School do not meet or exceed the student achievement standards of students in the same grade level as District students ~~or do not meet Annual Measurable Objectives (AMO)~~ **or do not meet expected growth targets as defined by the State**, an evaluation of the factors contributing to these results will be undertaken by the District and Charter School personnel with expertise in teaching, learning, assessment, and evaluation to determine the likely causative factors. This determination will utilize principles of evaluation including a review of whether differences between grade level comparison groups as described in Section 8.1 are statistically significant. Should the determination related to grade level comparisons defined in Section 8.1 find that it is likely the factors contributing to the differences are not attributable to teaching and/or curricular programs, no further action will be taken. However, should it be found that the difference in grade level comparisons is likely based on instructional and/or curricular program issues, **or the school did not meet expected growth targets** ~~or the school did not meet AMO~~ then the District and the Charter School shall ~~review and update~~ **create a** School Improvement Plan, ~~required under Section 6 of this Charter School Contract~~, to address the issues interfering with students achieving at a rate commensurate with other district students in comparable grades and/or failing to meet **expected growth targets** ~~AMO~~. The District shall review and provide input to the Charter School on its revised School Improvement Plan to be implemented to ensure student achievement standards of the Charter School students meet or exceed student achievement standards of students in the same grade level as District students on the following year's statewide assessments ~~and/or meeting AMO~~.
- 8.4** If students of the Charter School do not meet or exceed the achievement standards of students in the same grade level as District students on the following statewide assessment ~~or do not meet~~ **expected growth targets** ~~AMO~~ for two consecutive years the District and the Charter School shall jointly revise the School Improvement Plan to address the issues interfering with students meeting benchmarks **or growth targets** at a rate commensurate with other district students at the same grade level ~~or meeting AMO~~.

The School Improvement Plan will specifically address teaching to the standards, effective teaching strategies, professional development, and leadership practices to focus on the Charter School students achieving at or above the rate at which students in the same grade level as District students achieve and/or meet expected growth targets ~~meeting AMO~~. If, after a third year, students of the Charter School do not meet or exceed the achievement standards of students in the same grade level as District students on the statewide assessment or do not meet expected growth targets ~~AMO~~ for three consecutive years, the District may terminate the contract with the Charter School.

- 8.5 The Charter School shall report to the District the Charter School's student scores on any of the statewide assessments within 10 business days of receiving the scores.
- 8.6 The District shall report to the Charter School the same state assessment result information as all District schools with disaggregated data for comparison and goal setting purposes as soon as possible but not beyond 30 business days of receiving those scores.
- 8.7 In addition to assuring that students participating in the statewide assessments achieve at or above students in the same grade level as District students as outlined above, the Charter School shall also pursue expected student growth targets ~~Annual Measurable Objectives (AMO)~~ as established by the state of Oregon under Common Core State Standards (CCSS) of 2013 and as measured by participation rates and scores on the Oregon Statewide Assessments, attendance and other criteria used by the state to determine growth targets and levels of performance ~~AMO~~ for all public schools. The Charter School shall be subject to applicable federal and state sanctions for any failure to make performance and/or growth targets ~~AMO targets~~ and shall review and update its School Improvement Plan as described in Section 6.
- 8.8 Each subgroup identified in CCSS will make performance and growth targets ~~AMO~~, as established above and measured by the Oregon Statewide Assessments.

9. **Financial Matters, Funding, Annual Budgets, Annual Audit.**

- 9.1 **No Tuition, Fees.** The Charter School will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115(1)(n), the following laws shall apply to the Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for the processing of applications, instructional materials (other than standard prescribed textbooks), after-school programs, and student extracurricular activities, those items described in ORS 339.155 and other items where not prohibited by applicable law. The Charter School shall waive all fees for students who meet requirements under ORS 339.147 or applicable federal law.
- 9.2 **Annual Funding.**



**9.2.1 Student Enrollment, Attendance Records.** The Charter School shall identify and count, and maintain timely and accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English as a Second Language program under ORS 336.079; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013.

**9.2.2 Calculating ADMw and Funding.**

(a) For each school year, the District shall provide funding to the Charter School in accordance with ORS 338.155(1) and (2), as that formula may be changed from time to time, subject to any modifications made by the parties in this Contract. Until the law is changed or the parties otherwise agree by amendment of this Contract, the funding shall be the sum of the following subparagraphs (b) and (c).

(b) Funding related to Kindergarten through Grade 5 students shall be 87.5 percent of the amount of the District's General Purpose Grant per ADMw as calculated under ORS 327.013, or the minimum under State law, whichever is greater.

(c) State School Fund Grant payments will be made to the Charter School by the District based on the following assumptions:

(i) Payments for July and August will be based on the projected enrollment and the ADMw factor for English as a Second Language.

(ii) Subsequent payments that fiscal year will be made based on the ADMw in the Student Information System on the last day of the preceding month.

(iii) An additional amount will be paid to incorporate the District's Poverty Factor adjustment by prorating the District's poverty factor between the Charter School and the District based on the number of ADMr and the most recent State School Fund estimate for the District.

(iv) A school may qualify as a remote small elementary school if the average daily membership is grades one through eight for an elementary school teaching five grades is below 140 ADMr. If an elementary school in a school district qualifies as a remote small elementary school, the district shall have an additional amount added to the districts ADMw. This additional amount will also be funded at 87.5 percent.

~~(v) An additional amount of 5 percent will be paid for out-of-district students from the District's General Purpose Grant per ADMr.~~



(vi) The Charter School will be reimbursed for actual audit costs not to exceed \$2500.

(vii) Adjustments for actual ADMw, poverty factor, and State School Fund Grant will be made in May of the subsequent fiscal year following the release of the final State School Fund Grant estimate by Oregon Department of Education. Reimbursement for overpayments will be withheld from new State School Fund payments.

(d) In accordance with ORS 338.155(8), the District will send State School Fund Grant payments to the Charter School within 10 days after receiving payments from the State School Fund.

(e) In the event that the Charter School dissolves or the District terminates or does not renew the Contract with the Charter School, the final adjustment to the State School Fund payment by the District to the Charter School will be made in the last payment that is required by the terms of this Contract.

**9.2.3 Title I.** The District shall provide to Corporation the appropriate Title I funds, if determined eligible by the District, using the same formula and allocation procedures as it does for District schools, which currently do not include middle and high school students.

**9.2.4 District Fees.** The District may charge fees to the Corporation to provide administrative and support services that are requested by the Corporation and are in the mutual interest of the District and Corporation on a basis of actual District cost of services. The District shall use the indirect method, of charging the District's grant administration for those grants administered by the District. The Corporation may charge fees to the District to provide administrative and support services that are in the mutual interest of the District and the Corporation as mutually agreed upon on a basis of actual Corporation cost of services. In either case, invoices will offer detail to document the expense and be sent quarterly.

**9.2.5 Information to District.** The Charter School shall provide to the District the data set forth in Section 9.2 above through the District's Student Information System for each month on or before the 16<sup>th</sup> day of the subsequent month, for each school year. Nothing in this section shall limit the District's right to require additional relevant reports as necessary for the District to meet its duties imposed by law consistent with Section 5.6.

**9.2.6 State Funding.** The financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the State of Oregon, and the District has no obligation to fund Charter School operations if State funding does not occur, unless otherwise required by law.

### **9.3 Budgets, Financial and Cash Flow Projections, Financial Reporting.**

- 9.3.1** In addition to the Annual Report in Section 11.5, the Charter School shall complete and submit to the District a revised budget annually by October 15 beginning in 2019. The revised budget should be based on the latest information available for state funding and enrollment for the year. **The Charter School shall be responsible for the review and oversight of its financial records.**
- 9.3.2** On or before ~~March 15~~ **June 1** of each year of the charter contract, the Charter School shall submit to the District its proposed budget for the following school year and three-year financial and cash flow projections, so that the District can review them as part of its consideration of the Charter School's financial stability. The Charter School shall complete and submit to the District a revised budget annually by October 15 beginning in 2019. The revised budget should be based on the most recent ODE estimate for the Corvallis School District and enrollment projections for the year. The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Contract.
- 9.3.3** The quarterly reports (September, December, March, and June) of each year of the Contract, will be submitted by the 20<sup>th</sup> of the subsequent month. The Charter School must provide to the District a balance sheet, a statement of revenues and expenditures for the quarter ended, a statement of revenues and expenditures year-to-date, and a Budget Projection Summary in a format provided by the District, and an Aged Accounts Payable statement showing any accounts that are 30, 60, 90 or 90+ days past due by the Charter School. Financial reports must reflect all funds, including grants and donations, and provide separate reports for each fund. The District reserves the right to request additional financial reports and projections on an as-needed basis.
- 9.3.4** If the Charter School has not submitted the proposed budget, the adopted budget, the required annual audit, or any other financial information the District requests such as management letters, state audits, and bank reconciliations by the date the Charter School is to provide the information to the District, the District shall withhold any and all State School Fund payments to the Charter School until the information is received by the District.
- 9.4** **Fiscal Agent.** The Charter School shall act as its own fiscal agent.
- 9.5** **Fiscal Year.** The fiscal year of the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.
- 9.6** **Financial Records, Audits, and Accounting Reports.** The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. The Charter School will maintain a system of internal controls and procedures designed to promote compliance with accounting standards and applicable laws and regulations. In accordance with ORS 338.095(3), in each year of the charter

contract, the Charter School shall have a fiscal year-end audit of the accounts of the Charter School. The audit shall be prepared by the auditor that services the District (in order to provide continuity due to legal reporting requirements) in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990 as it may be amended from time to time in the governmental model and conducted by an auditor licensed to perform municipal audits. The District will reimburse the Charter School for audit fees in an amount not to exceed \$2,500 providing the Charter School has made a good faith effort to provide the auditor with financial records in good order. The Charter School shall submit the fiscal year-end audit to the District by October 15 of each year. The fiscal year-end audit shall also be forwarded to the State Board of Education and the Department of Education. The financial reports shall reflect and identify the source of funds and assets that cost \$1,000 or more, as well as their location and disposal, for reporting purposes. The Charter School shall provide to the District the Corporation's Internal Service Form 990 by November 15 of each year.

**9.7 Financial Management.** The Charter School shall prepare its financial statements in conformity with Generally Accepted Accounting Principles (GAAP) and shall comply in all instances with applicable governmental accounting requirements. Subject to this Contract, the Charter School through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by Charter School. The Charter School is responsible for establishing and maintaining effective internal controls over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs.

**9.8 Other Sources of Funds for Charter School, Fund Raising.** In addition to the funding under Section 9.2, the Charter School may accept gifts, donations, grants and loans, including those described in ORS 338.155(9). The District shall also transfer to the Charter School its proportionate share as defined by law of any federal, state, or other government grants (or other funding) that are made to the District, where the amount of the grant (or other funding) is based on the District's ADMw, ADMr, enrollment, or other count or calculation of number of students. The Charter School shall comply with all state and federal laws regarding reporting of charitable contributions. The Charter School shall record all gifts, donations, loans, and grants in the financial records required in Section 9.6. As provided in ORS 338.125(10), the Charter School may conduct fund-raising activities, but shall not require a student to participate in fundraising activities as a condition of admission to the Charter School.

**10. Building and Facilities.** The Corporation shall have the responsibility to pay the full costs of its buildings and facilities.

**11. Governance and Operation.**

**11.1 Corporate Status, Governing Board.**

**11.1.1** The Charter School will remain an Oregon nonprofit corporation throughout the term of this Contract (including extensions and renewals). The Corporation shall

govern and operate the Charter School as set forth in this Contract and in accordance with the Corporation's Bylaws.

**11.1.2** If the Charter School makes any changes to its Articles of Incorporation or Bylaws, within thirty (30) days thereafter it will give copies of the changes to the District. If the District believes that any such changes violate either this Contract or state or federal law, it will so notify the Charter School. If the Charter School agrees, it will make necessary changes to the Articles or Bylaws to conform to this Contract or the applicable law; if the parties do not agree, the matter will be resolved under dispute provisions of this Contract.

**11.1.3** The ICP Board shall consist of a minimum of five members and operate in accordance with the Bylaws and applicable law. If the ICP Board falls below five members, the Board will actively recruit and fill the vacant seat(s) within 90 days. The Board may elect Board members who are parents of Charter School students or members of the community providing support to the Charter School.

**11.2** **Public Meetings and Public Records**. The Charter School and its Board of Directors, when acting as the Governing Body of the Charter School, will be subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690, and Oregon Public Records Law, ORS 192.311 to 192.478.

**11.3** **Operational Powers and Responsibilities**. Subject to applicable federal and state laws and any restrictions in this Contract, the Charter School shall have the authority to exercise independently all powers granted to nonprofit corporations and charter schools under Oregon law. The Board will have overall responsibility for the Charter School, including adopting goals and policies, ensuring compliance with applicable laws and this Contract, overseeing financial management, assessing performance, and hiring and overseeing the school's employees. ~~In accordance with the goals, policies, and directives adopted by the Board, the Charter School Board will direct and oversee day-to-day operations, including financial, operational, personnel, and disciplinary functions.~~ The Charter School may contract with the District or an independent party for **program evaluations or to facilitate the evaluation of the charter school's director.**

**11.4** **Third-Party Contracts, Contracts with District**. The Charter School shall not enter into any contract for comprehensive school management or teaching services to be performed in substantial part by an entity not a party to this Contract without prior District approval, which approval shall not be unreasonably withheld. The District shall act upon any Charter School request for approval within 30 days of such request. The parties may elect to enter into additional agreements between them including, without limitation, agreements whereby the District will provide certain services to the Charter School.

**11.5** **Annual Report and Review**.

**11.5.1** The Charter School will submit an annual report by ~~October 1~~ **December 31** to the District and the State Board of Education in accordance with ORS 338.095(2) on the performance of the Charter School and its students. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338, including the following:

(a) Summary data on the progress toward meeting its academic, **financial, and organizational** goals and objectives, such as the assessment information described in Section 5.4. **This may include data from the Charter School's internal performance assessments in addition to data from statewide testing.**

(b) Attendance and student discipline information.

(c) Parental involvement and surveys results relating to student and parental satisfaction.

(d) The audit required under Section 9.6.

(e) Evidence of insurance policies that are required under Section 13.1.

(f) Evidence of compliance with Section 12.1 on Staff Qualifications.

(g) New policies adopted by the Charter School Board that have not previously been given to the District.

**(h) The current list of board members.**

**11.5.2** The specific contents of the report may change from time to time as the parties better understand which types of data and measurements are most useful. Results of progress toward other goals may be adopted by the Charter School Board from time to time. The District may perform an on-site review.

## **11.6 Termination.**

**11.6.1** The public Charter School may be terminated by the District for any of the following reasons:

(a) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education.

(b) Failure to meet the requirements for student performance as outlined in the charter agreement.

(c) Failure to correct a violation of federal or State law.

(d) Failure to maintain insurance.

(e) Failure to maintain financial stability.

(f) Failure to maintain the health and safety of the students.

(g) Failure to maintain, for one or more consecutive years, a sound financial management system incorporated into the written charter under ORS 338.065.

**11.6.2** The District shall give the public Charter School a 30-day written notification in advance of its decision to terminate, if there has been a breach by the Charter School of any material term or condition of the Contract, other than a breach of the statutory minimum enrollment requirements, which continues for more than thirty (30) days after the Charter School receives written notice from the District specifying the nature of the breach, demanding its cure, and stating the decision to terminate will be effective after such date if the breach is not cured. No more than two of such advance notices are required in any contract year, however, the District may choose to give the Charter School one or more additional notices, where appropriate.

**11.6.3** If a charter school is terminated by the Board, the following shall occur:

(a) The District shall give the public Charter School a 60-day written notification of its decision.

(b) The District shall state the grounds for termination and deliver notification to the business office of the public Charter School.

(c) The public Charter School may request a hearing by the District. The request must be made in writing and delivered to the business address of the sponsor.

(d) Within 30 days of receiving the request for a hearing, the sponsor must provide the public Charter School with the opportunity for a hearing on the proposed termination;

(e) The public Charter School may appeal the decision to terminate to the State Board of Education.

(f) If the sponsor reasonably believes that a public Charter School is endangering the health or safety of the students enrolled in the public Charter School, the sponsor may act to immediately terminate the approved charter and close the public Charter School without providing the notice requirements.

(g) A public Charter School closed due to health or safety concerns may request a hearing by the sponsor. Such a request must be made in writing and delivered to the business address of the sponsor. Within ten days of receiving the request for a

hearing, the sponsor must provide the public Charter School with the opportunity for a hearing on the termination.

(h) Throughout the appeals process the public Charter School shall remain closed at the discretion of the District per ORS 338.105.4 (d).

(i) If terminated or dissolved, assets of the public Charter School purchased by the public Charter School with public funds, shall be given to the State Board of Education.

**11.6.4** If the public Charter School is terminated, closed, or dissolved by the governing body of the public Charter School, it shall be done only at the end of a semester and with 180 days' notice to the District, unless the health and safety of the students are in jeopardy. Such notice must be made in writing and be delivered to the business address of the sponsor.

**11.6.5** Assets of a terminated, closed, or dissolved public Charter School that were obtained with grant funds will be dispersed according to the terms of the grant. If the grant is absent any reference to ownership or distribution of assets of a terminated, closed, or dissolved public Charter School, all assets will be given to the State Board of Education for disposal.

**11.7** **Emergency and School Closure/Delay.** The Charter School shall follow recommended District school and emergency closure decisions. School closures, delays, and emergency notifications will be communicated by the District through an electronic notification system to which the Charter School administrator may request access. The Charter School may under extenuating circumstances consult with the District to open or close school.

**11.8** **Communication.** The Charter School shall be wholly responsible for its own communications services. The Charter School may provide a URL of its school website to be linked from the District's website. District will include information about application/lottery process at MCCS.

**11.9** **Nutrition Program.** The Charter School shall be responsible for the development and implementation of any nutrition program it operates. The Charter School may negotiate separately with the District for food services.

## **12. Employment Matters.**

**12.1** **Staff Qualifications.** At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public Charter School shall be licensed by TSPC pursuant to ORS 342.135, 342.136, 342.138 or 342.140. Any teaching or administrative staff not licensed by the Oregon Teacher Standards and Practices Commission (TSPC) will register with TSPC in accordance with ORS 338.135(7)(a)-(c) and OAR 584-023-0005. For any individual hired as a teacher or administrator in the Charter School, the Charter

School shall provide the District with evidence of certification, if any, or other qualification prior to the individual's start date.

**12.2 Highly Qualified Staff.** ~~All teachers and paraprofessionals employed by the Charter who are licensed or registered with TSPC shall also comply with OAR 584-100-0091 or 548-100-0096, as applicable.~~ The District shall support Charter School staff development by notifying Charter School staff quarterly of planned professional development and safety training opportunities. The Charter School is responsible for any additional costs that may be required for participation.

**12.3 The Corporation as the Employer.** The Corporation will be the employer of the staff at Charter School, except for District employed special education staff, which will be assigned to the Charter School at the sole discretion of the District. The Corporation will control the selection of employees. All provisions of this Section 12 are subject to state and federal laws and applicable collective bargaining agreements, if any. The District shall not be the employer of any employees of the Corporation or the Charter School for work done for the Charter School.

**12.4 Staff Hiring.**

**12.4.1** The Corporation's governing board, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. The Corporation will be responsible for providing substitutes for all Charter School teachers. The Corporation shall be responsible for all payroll and benefits services. The District shall monitor staff qualifications. The Charter School may request consultation for human resources questions or concerns, including payroll and benefits questions or concerns.

**12.4.2** For any employee of the District who chooses to work for the Charter School, any leave of absence from the District will be governed by ORS 338.135.

**12.4.3** Licensed and classified staff and other employees of the Charter School will not be included in the District's respective bargaining units. Employee membership in a labor organization and collective bargaining shall be governed by ORS 338.135.

**12.4.4** The Corporation shall participate in the Public Employees Retirement System to the extent required by law.

**12.5 Employee Records.** The Corporation shall be responsible for requiring its subcontractors to establish and maintain personnel records for its employees, and for the maintenance, retention, and disclosure of employee records, all in compliance with all applicable federal and state laws, and the right of the District to inspect such records. The Corporation and its subcontractors shall meet any and all reporting obligations to the Teacher Standards and Practices Commission (TSPC) regarding its employees.



**12.6 Criminal Records Checks.** ORS 338.115(1)(h), 326.603, 326.607, and 342.232 (relating to criminal records checks), shall apply to the Charter School. The Corporation shall require that its subcontractors not knowingly employ an individual for whom a criminal background investigation has not been initiated or who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than the first day of school of each school year that the Charter School is in operation under this Contract, the Corporation shall provide to the District a list containing the names and job positions of all employees of the Corporation and its subcontractors whose employees have direct, unsupervised contact with school children as provided in the ORS sections previously set forth in this section. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

**12.7 Other Terms and Conditions of Employment.** ~~By the date set forth in Section 2.1, the corporation shall furnish satisfactory evidence to the District that it has addressed and considered the following terms and conditions of employment, in addition to those required by ORS 338.135 and Board Policy LBE-AR Section IV.D.10.a:~~

~~(a) A proposed plan for the placement of teachers and other school employees upon termination or non-renewal of the charter.~~

~~(b) Salary for professional staff or wages for classified staff.~~

~~(c) Health benefits.~~

~~(d) Leaves, including timing, commencement and duration of leave; voluntary and involuntary termination and return to work; whether the leave is paid or unpaid; and a description of benefits upon termination of leave (i.e., same, similar or available position and salary schedule placement).~~

~~(e) Work year.~~

~~(f) Working hours.~~

~~(g) Discipline and dismissal procedures.~~

~~(h) Arrangements to secure substitutes.~~

~~(i) Arrangements to ensure that 50 percent of the total full-time equivalent teaching and administrative staff are licensed.~~

~~(j) Hiring practices.~~

~~(k) Evaluation procedures.~~

**12.8 Professional Development and Training.** The District shall provide access to District-sponsored training events. Payment of substitutes, registration costs (except as otherwise noted in this Contract), travel, and reimbursement expenses will be the sole responsibility of the Charter School.

**13. Insurance and Legal Liabilities.**

**13.1 Insurance.**

**13.1.1** The Corporation shall, at its own expense or the expense of the Charter School, secure and retain and provide proof of the following insurance and in the amounts not less than those set forth below:

(a) **Educators Liability Coverage** ~~Commercial General Liability~~ Insurance in an amount of not less than **\$2,000,000** ~~\$1,000,000~~ combined single limit per occurrence/~~\$3,000,000~~ **\$4,000,000** annual aggregate covering the public Charter School, the governing board, employees and volunteers against liability for damages because of personal injury, bodily injury, death, or damage to property including the loss of use thereof. Coverage to include, but not limited to, contractual liability, advertisers' liability, employee benefits liability, **employment practices liability**, professional liability, and teachers' liability.

~~(b) Liability Insurance for Directors and Officers in an amount not less than \$1,000,000 each loss/\$3,000,000 annual aggregate covering the public Charter School, the governing board, employees, and volunteers against liability arising out of wrongful acts and employment practices. Continuous "claims made" coverage will be acceptable, provided the retroactive date is on the effective date of the charter.~~

(e) Automobile Liability Insurance in an amount not less than **\$2,000,000** ~~\$1,000,000~~ combined single limit covering the public Charter School, the governing board, employees, and volunteers against liability for damages because of bodily injury, death, or damage to property, including the loss of use thereof arising out of the ownership, operation, maintenance or use of any automobile. The policy will include underinsured and uninsured motorist vehicle coverage at the limits equal to bodily injury limits.

(d) Workers' Compensation Insurance shall also be maintained pursuant to Oregon laws (ORS chapter 656). Employers' liability insurance with limits of **\$1,000,000** ~~\$100,000~~ each accident, **\$1,000,000** ~~\$100,000~~ disease each employee, and **\$1,000,000** ~~\$500,000~~ each policy limit.

(e) **Crime Coverage** ~~Honesty Bond~~ to cover all employees and volunteers. Limits are to be determined by the governing board, but no less than **\$250,000** ~~\$25,000~~. Coverage shall include faithful performance and loss of moneys and securities.

(f) Property Insurance shall be required on all owned or leased buildings or equipment. The insurance shall be written to cover the full replacement cost of the building and/or equipment on an "all risk of direct physical loss basis," including earthquake and flood perils.

**13.1.2 Additional requirements:**

(a) The District shall be additional insured on commercial general and automobile liability insurance. The policies shall provide for a 90-day written notice of cancellation or material change. A certificate evidencing all of the above insurance shall be furnished to the District.

(b) The public Charter School shall also hold harmless and defend the District from any and all liability, injury, damages, fees or claims arising out of the operations of the public Charter School operations or activities.

(c) The District shall be loss payee on the property insurance if the public Charter School leases any real or personal District property.

(d) The coverage provided and the insurance carriers must be acceptable to the District.

**13.1.3** As part of its annual report under Section 11.5, and at any time thereafter upon request of the District, the Corporation shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any material change, non-renewal or termination to the attention of the Superintendent of the District.

**13.2 Compliance with Laws, Non-Exemption from Certain Laws.** The Corporation and the Charter School will comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding charter schools). As provided in ORS 338.115(1), although statutes and rules that apply to school district boards, school districts or other public schools shall generally not apply to the Charter School, the following laws shall apply to the Charter School:

(a) Federal law;

(b) ORS 30.260 to 30.300 (tort claims);

(c) ORS 192.410 to 192.505 (public records law);

(d) ORS 192.610 to 192.690 (public meetings law);

- (e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
- (f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
- (g) ORS 326.565, 326.575 and 326.580 (student records);
- (h) ORS 181.534, 326.603, 326.607, 342.223 and 342.232 (criminal records checks);
- (i) ORS 329.045 (academic content standards and instruction);
- (j) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);

**(k) ORS 329.496 (physical education);**

- (l) The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485 (2);

**(m) ORS 336.840 (use of personal electronic devices);**

- (n) ORS 337.150 (textbooks);
- (o) ORS 339.119 (consideration for educational services);
- (p) ORS 339.141, 339.147 and 339.155 (tuition and fees);
- (q) ORS 339.250 (12) (prohibition on infliction of corporal punishment);
- (r) ORS 339.326 (notice concerning students subject to juvenile court petitions);
- (s) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of abuse and sexual conduct and training on prevention and identification of abuse and sexual conduct);

**(t) ORS 342.856 (core teaching standards);**

- (u) ORS chapter 657 (Employment Department Law);
- (v) ORS 659.850, 659.855 and 659.860 (discrimination);
- (w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- (x) Statutes and rules that expressly apply to public charter schools;
- (y) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109;

(z) Health and safety statutes and rules;

(aa) Any statute or rule that is listed in the charter; and

(bb) ORS 338.

**13.3 Waiver.** As provided in ORS 338.025(2), the Charter School may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. The Charter School shall give the District a copy of any application for a waiver promptly after submitting it and shall give the District a copy of any grant of a waiver promptly after receiving it.

**13.4 School and District Policies.** The Corporation and Charter School shall comply with District Board Policy LBE, as amended ~~January 10, 2011~~ **June 21, 2018** and corresponding administrative rule LBE-AR, as amended ~~April 2, 2012~~ **March 10, 2014** and shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of the Charter School and may amend its policies from time to time. The Charter School shall make such policies and amendments available for review at the District's request. **The District Liaison shall notify the charter of changes to Policy LBE or LBE-AR (Charter Schools Policy and Charter Schools Administrative Regulation).**

**13.5 Full Faith and Credit.** The Corporation agrees that it shall not extend the full faith and credit of the District to any third person or entity. The Corporation acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The Corporation's governing board has the authority to approve contracts to which the Corporation is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and provisions of this Contract.

**13.6 Indemnification.**

**13.6.1** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Charter School 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 by the Charter School of property of the Charter School or its landlord, its faculty, employees, students, patrons, 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 out of the acts or omissions of the Charter School. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any District 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 the Charter School whose negligence or wrongful act or omission is caused in whole or in part, or directed by the District. The Charter School agrees to indemnify, hold harmless and defend the District from all contract claims in which the Charter School has obligated the District without the District's prior written approval. 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.

**13.6.2** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the District agrees to indemnify and hold the Charter School, its Board, agents and employees harmless from all liability, claims, or demands on account of injury, loss or damage, including, without limitation, claims arising from civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the District's administration of this Contract. This indemnification shall not apply to any liability, claims, or demand resulting from the negligence or wrongful act or omission or any Charter School 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 the Charter School whose negligent or wrongful act or omission is caused in whole or in part, or directed by the Charter School. 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 Contract. 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.

**13.6.3** This indemnification, defense and hold harmless obligation on behalf of the Charter School and the District shall survive the termination of this Contract. 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.

**13.7 District Disclaimer of Liability.** The parties to this Contract expressly acknowledge that the Corporation is not operating as an agent, or under the direction and control, of the District Board except as required by law or this Contract, and that the District Board assumes no liability for any loss or injury resulting from:

**13.7.1** The acts or omissions of the Charter School, its governing Board, trustees, agents, or employees.

**13.7.2** The use and occupancy of the building occupied by the Charter School or any matter in connection with the condition of such building, unless the parties agree otherwise in writing.

**13.7.3** Any debt or contractual obligation incurred by the Charter School.

**13.8 ADA/504 Obligations.** The Charter School 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 Chapter 659 with respect to its students, staff, and patrons. The Charter School shall indemnify and hold harmless the District from all claims under these statutes.

**14. Miscellaneous Provisions.**

**14.1 Entire Agreement.** This Contract contains all terms, conditions, and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract.

**14.2 Governing Law.** This Contract shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflict of law provisions. The parties intend that where this Contract references federal or state law that they are bound by the laws in effect at the time this Contract is executed.

**14.3 Assignment.** The Charter School shall not assign its interest in this Contract to any entity.

**14.4 District Liaison.** The District shall designate for purposes of this Contract the District Superintendent, or their designee, as the official District Liaison between the District and the Corporation. The Charter School shall contact the District Liaison with questions, concerns, and requests; the District Liaison shall either respond directly or request the response from another District department.

**14.5 Amendment.** This Contract may be modified or amended only by written agreement between the Corporation and the District.

**14.6 Notice.** Any notice required, or permitted, under this Contract, shall be in writing and shall be effective (a) upon personal delivery (subject to verification of service or acknowledgment of receipt) or (b) three days after mailing when sent by certified mail, postage prepaid, (c) to the person and address designated on the signature page of this Contract for receipt of notices, or (d) courier service with a signed receipt. Should these addresses change, the parties agree to notify the other party within ten days of the address change.

**14.7 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 to be taken to constitute a waiver of any succeeding or other breach.

**14.8 Dispute Resolution.** In the event any dispute arises between the District and the Corporation concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations, or procedures, such dispute shall first be

submitted to the District Liaison for review. If the District and the Corporation are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. The decision of the District's Board shall be final and binding on the parties; provided, however, the Corporation may appeal to the state Board of Education concerning those matters within its jurisdiction under ORS Chapter 338 and seek review of the state Board of Education decision, as provided by law. In addition to the foregoing, either party may seek remedy for breach of this contract or review of a District Board decision relating to this contract in any appropriate forum. Nothing in this contract is intended to create a cause of action that is not otherwise provided by law.

- 14.9 Severability.** If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of this Contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms of this Contract.
- 14.10 Delegation.** The parties agree and acknowledge that with regard to this Contract between the District and the Corporation, the functions and powers of the District Board may be exercised by the District Liaison, provided that any ultimate decision regarding renewal, non-renewal, or revocation of this Contract is made only by the District Board.
- 14.11 Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Contract becoming effective on the effective date specified above in Section 2, the Corporation shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the District to declare this Contract null and void.
- 14.12 Attorney Fees.** If any suit, action or arbitration is commenced or instituted to interpret or enforce the terms of this Contract, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Contract, the prevailing party or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trials or arbitration, and any appeals. Such sums shall be determined by the court or arbitrator.
- 15. Definitions.** For purpose of this Contract, "business day" means a day in which the District administrative offices are open. "Business day" does not include (a) Saturdays, (b) Sundays, (c) official state holidays listed in ORS 336.010, (d) federal holidays, (e) any day(s) in which the administrative office is closed due to inclement weather, or (f) any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or their designee, any instrumentality of the City of Corvallis, any instrumentality of Benton County, the State of Oregon, or federal government.
- 16. Corporation Authority to Enter into Contract.** The Corporation expressly affirms that the signatories on its behalf who sign below have the authority to enter into this Contract on behalf of the Corporation and that the Board of Directors of the Corporation has duly approved this



Contract. The Corporation shall provide a copy of its written resolution authorizing the Corporation to enter into this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**CORVALLIS SCHOOL DISTRICT 509J**

By \_\_\_\_\_ Date \_\_\_\_\_

Vincent Adams, Board Chair  
Corvallis School District 509J  
1555 SW 35<sup>th</sup> Street  
Corvallis, OR 97333

**INAVALE COMMUNITY PARTNERS INCORPORATED  
dba MUDDY CREEK CHARTER SCHOOL**

By \_\_\_\_\_ Date \_\_\_\_\_

James Anderson, President  
Inavale Community Partners  
30252 Bellfountain Road  
Corvallis, OR 97333

**(Version: Final MCCS Contract 2019 )**

# **CHARTER SCHOOL CONTRACT**

**CORVALLIS SCHOOL DISTRICT 509J**



**AND**

**INVALE COMMUNITY PARTNERS  
INCORPORATED  
DBA**

**MUDDY CREEK CHARTER SCHOOL**



**July 1, 2019 - June 30, 2024**



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# CHARTER SCHOOL CONTRACT

THIS CONTRACT, dated this **DATE** day of May, 2019, is made and entered into by and between the **CORVALLIS SCHOOL DISTRICT 509J** (“District”) and **INVALE COMMUNITY PARTNERS INCORPORATED dba MUDDY CREEK CHARTER SCHOOL (MCCS)**, an Oregon nonprofit corporation (“Corporation” or “Charter School”).

## RECITALS

WHEREAS, ORS Chapter 338 provides for the creation and operation of charter schools for certain purposes enumerated in that chapter; and

WHEREAS, the District and the Charter School entered into a contract to allow the Muddy Creek Charter School to operate as a charter school in the District on November 5, 2007; and

WHEREAS, the Charter School requested in writing by the dates required in the charter school contract to renew the charter school contract; and

WHEREAS, the District held a public hearing on the renewal of the Charter School on January 10, 2019; and

WHEREAS, this contract between the Charter School and the District will constitute the full and complete agreement between the parties regarding the governance and operation of the Charter School; and

WHEREAS, the parties desire that the Corporation be authorized to operate the Charter School and conduct its affairs in accordance with the terms of this Contract, District Board Policy LBE, applicable Oregon Administrative Rules and ORS Chapter 338.

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

## AGREEMENT

1. **Grant of the Charter**. The Corporation is granted, in accordance with ORS Chapter 338 and the terms and conditions of this Contract, a charter to operate the Charter School as described herein.
2. **Effective Date**. This contract becomes effective July 1, 2019 and expires on June 30, 2024.
3. **Renewal**. During the fifth year of the term of this contract, the Charter School may request a renewal of the charter for a minimum of five years and no more than ten years (ORS 338.065(4)(c)). The request for a renewal may be submitted to the District at any time after October 1, 2023. The request will state the requested length of the renewal term as well as any substantive changes to the contract requested by the charter school. Both parties may explore additional topics during charter negotiations.

4. **Grade Range, Educational Program, Curriculum, and Student Assessment.**

- 4.1 **Age and Grade Range.** The Charter School shall provide instruction to students in grades K through five (5). The age requirements for students in any grade shall be the same as applicable state law, if any.
- 4.2 **Student Population Cap.** The total number of full-time students enrolled at the Charter School while it serves K-5 shall be no greater than 125 students. Beginning in the 2020-2021 school year, the cap shall be increased to 130 students. At no time during the term of this contract shall the Charter School's student population exceed 130 full-time equivalent students without written approval from the district.
- 4.3 **Curriculum.**
- 4.3.1 The District agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation of the Charter School's instructional programs outlined in its application, and as amended herein. The Charter School shall have the authority and responsibility of designing and implementing its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, unless the law is inapplicable to charter schools.
- 4.3.2 The educational program, pupil performance standards and curriculum designed and implemented by the Charter School shall meet or exceed any content standards adopted by the State of Oregon and shall be designed to enable each pupil to achieve such standards. The Charter School agrees to comply with all state requirements concerning academic content areas as defined in ORS 329.045.
- 4.3.3 The Charter School agrees to obtain prior approval from the District before making a fundamental change to the educational program outlined in its application. A fundamental change is defined as basic changes, other than minor changes, to the core curriculum or the academic focus of the Charter School.
- 4.4 **Student Assessment.** All students enrolled and attending the Charter School shall participate and take part in all statewide assessments developed by the Oregon Department of Education under ORS 329.485.
- 4.5 **Records.** The Charter School shall comply with all applicable federal and state laws concerning the maintenance, retention, disclosure and security of student records, including, without limitation, the Oregon Public Records Law and the Family Educational Rights and Privacy Act. The Charter School shall cooperate with the District by providing any reports or records to the District that the parties mutually agree are necessary to meet the District's reporting obligations to the Oregon Department of Education or the U.S. Department of Education. The District shall provide the Charter School with a list of records and information it believes are required for the District to meet its state reporting requirements, and the parties will agree on the scope and form of such records and information and when to provide it. The Charter School will work with



the District to meet the District's requirements, and the Charter School recognizes that it has the responsibility for the input of such data into District or state computer systems, subject to termination for noncompliance as provided in Section 11.6. All records established and maintained in accordance with this Contract shall be open to inspection by the District. The District shall be responsible for training staff in use of District systems and for costs of using District-specified special software for such record keeping.

- 4.6 Nonreligious and Nondiscrimination.** In compliance with ORS 338.035(8), the Charter School shall not be affiliated with a nonpublic sectarian school or a religious institution. In compliance with ORS 338.115(4), the Charter School shall not violate the Establishment Clause of the First Amendment to the United States Constitution or Section 5, Article I of the Oregon Constitution, or be religion based. In compliance with ORS 338.115(1)(s) and ORS 659.850, no person of the Charter School shall be subjected to discrimination on the basis of age, citizenship, color, disability, national origin, race, parental or marital status, religion, sex, gender identity, gender expression, or sexual orientation. In compliance with ORS 338.125(2)(c), the Charter School shall not limit student admission based on ethnicity, national origin, disability, gender, income level, proficiency in the English language, or athletic ability, but the Charter School may limit admission to students within a given age group or grade level. The charter school shall post such nondiscrimination notices on all official published materials, including the school's website. (ORS 659.850, 659.855 and 659.860)

**4.7 Open Enrollment.**

- 4.7.1 Voluntary Enrollment, Who is Eligible.** Student enrollment in the Charter School will be voluntary. All students who meet age requirements applicable to a particular grade level will be eligible for enrollment subject to the requirement that the Corporation shall give preference to the students who are a resident in the District. Other than the age of a student and the preferences allowed by law, there will be no criteria for selection of students. A student will be deemed admitted to and enrolled in the Charter School when the student's application has been unconditionally accepted by the Charter School following completion of a phase of the enrollment process described below and after conditions to such acceptance have been satisfied. Enrollment of special education students will be governed as described in Section 5.7.5.
- 4.7.2 Enrollments.** Each year, the Charter School will set deadlines by which such applications must be received for each phase of the enrollment process. These deadlines may change from year to year at the discretion of the Charter School. The Charter School Board will approve any forms and policies that may otherwise be needed to govern the enrollment process, and may change those from time to time as they determine what works best. The Charter School shall conduct the first stage of the enrollment process early enough to provide an estimate to the District of enrollment by the date the District uses in its choice process and monthly thereafter report changes in enrollment through the month of September. Each month for the calendar year prior to September of each year, the Charter

School shall furnish the District the name and address of each student who has enrolled in the Charter School for September of that year.

- 4.7.3 Application Process, First Phase of Enrollment Process.** On a date set the Charter School Board, prospective students may apply for admission to the Charter School for the school year that begins the following September. For the first phase of the enrollment process, if the number of applications received by the deadline for the first phase is less than or equal to the maximum number of students allowed adjusted for Full Time Equivalent (FTE), then all the applications will be accepted (including applications from nonresidents).

If the number of applications received is greater than the maximum number of students allowed, then the Charter School will conduct an equitable lottery, in a manner determined by the Charter School and consistent with state law, to admit the maximum allowed number of students. A waiting list may be created for subsequent admission should a space become available later. Order of priority on the waiting list also will be determined through the lottery process.

- 4.7.4 Enrollment Preferences.** The Charter School may give admission preference to (1) students who were enrolled in the Charter school in the prior year, and (2) applicants who have siblings who are presently enrolled in the Charter School and who were enrolled in the Charter school in the prior year, and (3) the Charter School shall give preference in the lottery to students who reside within the District.

- 4.7.5 Special Education Students.**

(a) The Charter School registration form will ask if the applicant has an Individualized Education Program (“IEP”) under the Individual with Disabilities Education Act (“IDEA”), but lottery application forms will not. Any student with an IEP whose application is accepted will be enrolled. Additionally, the Charter School will notify the District’s Special Education Coordinator as soon as possible, and a representative from the Charter School will attend the IEP team meeting after the student enrolls in the Charter School, at which the team will determine whether or not the Charter School is the appropriate placement for the student. Students residing out-of-district may not have access to programs at other District schools.

(b) The Charter School will admit students without regard to their status as students needing special education services. The parties intend by this process to ensure that the Charter School does not unintentionally discriminate against enrolling special education students or otherwise violate applicable laws.

- 4.8 Education of Students with Disabilities.** The Charter School shall comply with all District policies and regulations and the requirements of federal and state law concerning

the education of children under the Individual with Disabilities Education Act. Compliance by the Charter School includes, but is not limited to, the following:

- 4.8.1** The Charter School shall comply with all District policies regarding discipline of special education students.
- 4.8.2** The Individual Education Plan/Program team is determined by federal law. The parties expect that the Charter School will have at least one certified classroom teacher serve on the IEP team for Charter School students.
- 4.8.3** The student's IEP team will determine the appropriate educational program and placement for the student. The Charter School shall abide by the IEP team's decision on program and placement.
- 4.8.4** For those services that the IEP team, the District and the Charter School mutually agree would be best delivered by District employees, the Charter School will make every reasonable effort to work closely with District staff to assist in the effective delivery of the services. This might include either inclusion or "pull-out" service delivery. The Charter School will see to it that its staff has received special training when necessary for the delivery of special education services that will be conducted by its staff, as agreed to by the District, the IEP team, and the Charter School. The District will allow access to Charter School staff for any special education training and professional development offered to District staff.
- 4.8.5** The funds from the Oregon Department of Education representing the Average Daily Membership weighted (ADMw) for special education for Charter School special education students shall be retained by the District. To illustrate, if the District's General Purpose Grant were \$5,000 per ADMw, the District would receive 2.0 times that amount, or \$10,000, for each special education student under the current formula; the amount payable to the Charter School for each special education student (using the 87.5 percent formula under Section 9.2.2(b)) would be \$4,375; the District would retain the remainder of \$5,625.
- 4.8.6** The District has the discretion to determine which specialized programs will be offered on site at the Charter School site.
- 4.8.7** The student's IEP team may recommend any appropriate placement for the student based on the student's needs, whether in or out of the Charter School. The Charter School shall not change the student's placement or IEP without IEP team approval.
- 4.8.8** Special education transportation will only be provided to a Charter School special education student if it is a related service on the Charter School student's IEP.
- 4.8.9** The Charter School shall provide substitutes for the Charter School staff who are required by law to attend IEP meetings or other meetings related to a Charter

School special education student during the instructional day at the Charter School expense.

- 4.8.10** If, after a student is enrolled and attending the Charter School, the staff and employees of the Charter School suspect a student may be eligible for special education and related services under IDEA, the Charter School shall comply with the District practices and policies for referral of the student for evaluation. Any student referred for evaluation shall remain enrolled at the Charter School until and unless the IEP team determines that the Charter School is not the appropriate placement for that student.
- 4.9** **Minimum Enrollment.** The minimum enrollment for each school year shall be 25 full-time students. The District may terminate this Contract if student enrollment in the Charter School falls under 25 students during any school year, as provided in Board Policy LBE-AR Section V.F., by application of the termination process. For purposes of this Contract full-time student means a student who is receiving more than one-half of his or her instructional program at the Charter School.
- 4.10** **Dual Enrollment.** The Charter School shall not permit a Charter School student to attend on a full-time or part-time basis, both the Charter School and another public school, another public Charter School, or non-public school, or enroll as a homeschooled student, without prior approval of the District. If the Charter School becomes aware that any student at the Charter School is enrolled and attending another public school, another public Charter School, a non-public school on such a full-time basis or part-time basis, or is enrolled as a homeschooled student, the Charter School will notify the District and will request that the parent of such student take appropriate action to change the student's enrollment and attendance to one school.
- 4.11** **Student Attendance, Conduct, and Discipline.** The Charter School shall maintain on a monthly basis accurate enrollment data and daily records of student attendance and shall utilize the District computer program, provided by the District, for this purpose. (Refer to Section 9.2 of this Contract for detail.) The Charter School shall implement a system of uniform student discipline consistent with the application and shall notify its students of the students' rights and responsibilities. The Charter School will also adopt Board Policies JGAB and JGAB-AR, Use of Restraint and Seclusion, and Board Policy JGA Corporal Punishment. The Charter School Board may amend its policies from time to time as provided in Section 11.3. The Charter School shall notify the District immediately upon the Charter School's determination to expel a student. The Charter School and the District shall extend full faith and credit to the suspension and expulsion of a student of the other, unless both parties agree in writing to a variance from this requirement.
- 4.12** **Student Welfare and Safety.**
- 4.12.1** The Charter School shall be responsible for the health and safety of its students and staff. Professional development opportunities through the district may be

available to staff. The Charter School shall comply with all applicable state and federal laws concerning student welfare, safety, and health, including, without limitation, the reporting of child abuse, accident prevention and disaster response, and any local, state, or federal regulations governing the operation of school facilities.

**4.12.2** The Charter School is responsible for the reporting of child abuse and neglect in accordance with state law.

**4.12.3** The Charter School shall immediately inform the District Liaison of any incident regarding child abuse and/or neglect.

**4.12.4** The Charter School shall comply with state and federal law relating to drug administration to students.

**4.12.5** The Charter School shall comply with OAR 584-020-0041, the Teacher Standards and Practices Commission requirements that the chief administrator report certain acts of gross neglect of duty by licensed staff.

**4.12.6** The Charter School shall be responsible for the provision of nursing services and/or health and safety training to Charter School employees. Charter School staff may attend First Aid, CPR, Non-Injectable and EPI training provided by the District. The District will pay the registration costs for these trainings only. The District will not provide delegatable tasks to unlicensed personnel.

**4.13** **School Year, School Day, Hours of Operation**. The Charter School may be flexible in its calendar and in the scheduling of its daily activities, provided it conforms to any requirements of state law. However, the Charter School anticipates that its annual calendar will generally match the calendar of the District, and the Charter School may maintain a typical nine-month school year for its regular academic program. The number of instructional hours during each school year will comply with requirements of state law.

**4.14** **Alternative Education Model**. Subject to applicable state law, federal law, and the terms of this Contract, the Charter School shall be allowed to promote and implement learning situations that are flexible with regard to environment, time, structure, and pedagogy and may include the use of online programs to supplement learning. If the Charter School determines to send a student to a fee-based alternative education program, such as online classes or tutoring programs, the Charter School shall pay the full cost of such program.

**4.15** **Transportation of Students**.

**4.15.1** The public Charter School shall be responsible for providing transportation for its students who reside within the school district and may negotiate with the District for provision of transportation services. As interpreted by ODE, the Charter School can meet this responsibility by posting on a bulletin board for those interested in carpooling or other means of transportation.

- 4.15.2 The District shall provide transportation for public Charter School students pursuant to ORS 327.043. Resident public Charter School students will be transported under the same conditions as students attending private or parochial schools located along or near established District bus routes. The District shall not be required to add or extend existing bus routes.
- 4.15.3 Public Charter School students who reside outside the District may use existing bus routes and transportation services of the district in which the public Charter School is located.
- 4.15.4 Any home to school transportation costs incurred by the District shall be considered approved transportation costs.

4.16 **Education of English Language Learners**. The Charter School shall require a completed home language survey for each student enrolling in the Charter School. The District shall coordinate support of identified English Language Learners (ELLs). Initial assessments and testing will be completed by the District. The District shall provide specialized training for Charter School staff working with identified ELL students. The District shall provide online language services for student language support. The Charter School shall be responsible for associated paperwork and continued annual assessment of ELL students.

4.17 **Education of Homeless Students**. The District shall provide annual McKinney Vento training for Charter School staff. The District shall provide consultation for services to homeless students and access to the District crisis action team, when necessary.

4.18 **Translation Services**. The Charter School is responsible for providing translation services for published materials, public meetings, and other needs. The Charter School may negotiate separately with the District for translation or interpretation services based on an overtime rate for District staff.

4.19 **Technology and Library Resources**. The District shall provide the Charter School access to its Student Information System at no cost to the Charter School. The District shall provide media and library resources to the Charter School as available through a check-out process. The Charter School shall be responsible for providing all other software, hardware, internet access, and technology services necessary to implement and maintain a secure technological infrastructure. The Charter School will comply with Children's Online Privacy Protection Act (COPPA) Children's Internet Protection Act (CIPA) and any other applicable laws.

5. **Curriculum Alignment**. The learning goals for the Charter School students in reading/language arts and mathematics will be aligned to the Common Core Standards. All additional curriculum and content will be aligned to Oregon Standards. All additional assessments used by the Charter

School to measure and monitor student progress will be based on Common Core or Oregon Standards.

**6. Evaluation of Student Performance.**

- 6.1** The Charter School shall ensure that its students participating in the statewide assessments achieve at or above students in the same grade level as District students participating in the statewide assessment. (For example, if 80 percent of the District's third grade students meet standards on mathematics, 80 percent or more of the Charter School's third grade students would need to meet standards in mathematics.)
- 6.2** If students of the Charter School do not meet or exceed the student achievement standards of students in the same grade level as District students or do not meet expected growth targets as defined by the State, an evaluation of the factors contributing to these results will be undertaken by the District and Charter School personnel with expertise in teaching, learning, assessment, and evaluation to determine the likely causative factors. This determination will utilize principles of evaluation including a review of whether differences between grade level comparison groups as described in Section 8.1 are statistically significant. Should the determination related to grade level comparisons defined in Section 8.1 find that it is likely the factors contributing to the differences are not attributable to teaching and/or curricular programs, no further action will be taken. However, should it be found that the difference in grade level comparisons is likely based on instructional and/or curricular program issues, or the school did not meet expected growth targets then the District and the Charter School shall create a School Improvement Plan, to address the issues interfering with students achieving at a rate commensurate with other district students in comparable grades and/or failing to meet expected growth targets. The District shall review and provide input to the Charter School on its revised School Improvement Plan to be implemented to ensure student achievement standards of the Charter School students meet or exceed student achievement standards of students in the same grade level as District students on the following year's statewide assessments.
- 6.3** If students of the Charter School do not meet or exceed the achievement standards of students in the same grade level as District students on the following statewide assessment or do not meet expected growth targets for two consecutive years the District and the Charter School shall jointly revise the School Improvement Plan to address the issues interfering with students meeting benchmarks or growth targets at a rate commensurate with other district students at the same grade level. The School Improvement Plan will specifically address teaching to the standards, effective teaching strategies, professional development, and leadership practices to focus on the Charter School students achieving at or above the rate at which students in the same grade level as District students achieve and/or meet expected growth targets. If, after a third year, students of the Charter School do not meet or exceed the achievement standards of students in the same grade level as District students on the statewide assessment or do not meet expected growth targets for three consecutive years, the District may terminate the contract with the Charter School.

- 6.4** The Charter School shall report to the District the Charter School's student scores on any of the statewide assessments within 10 business days of receiving the scores.
- 6.5** The District shall report to the Charter School the same state assessment result information as all District schools with disaggregated data for comparison and goal setting purposes as soon as possible but not beyond 30 business days of receiving those scores.
- 6.6** In addition to assuring that students participating in the statewide assessments achieve at or above students in the same grade level as District students as outlined above, the Charter School shall also pursue expected student growth targets as established by the state of Oregon under Common Core State Standards (CCSS) of 2013 and as measured by participation rates and scores on the Oregon Statewide Assessments, attendance and other criteria used by the state to determine growth targets and levels of performance for all public schools. The Charter School shall be subject to applicable federal and state sanctions for any failure to make performance and/or growth targets and shall review and update its School Improvement Plan.
- 6.7** Each subgroup identified in CCSS will make performance and growth targets, as established above and measured by the Oregon Statewide Assessments.

**7. Financial Matters, Funding, Annual Budgets, Annual Audit.**

- 7.1 No Tuition, Fees.** The Charter School will not charge tuition to students, except as may be allowed under ORS 339.155 or other applicable law. As noted in ORS 338.115(1)(n), the following laws shall apply to the Charter School: ORS 339.141, ORS 339.147, and ORS 339.155. In accordance with state law, the Charter School may charge reasonable fees for instructional materials (other than standard prescribed textbooks), after-school programs, and student extracurricular activities, those items described in ORS 339.155 and other items where not prohibited by applicable law. The Charter School shall waive all fees for students who meet requirements under ORS 339.147 or applicable federal law.
- 7.2 Annual Funding.**
- 7.2.1 Student Enrollment, Attendance Records.** The Charter School shall identify and count, and maintain timely and accurate records of, its number of enrolled students and their days present and absent; attendance; special education students; students eligible for and enrolled in an English as a Second Language program under ORS 336.079; and other data required in order to calculate average daily membership, weighted average daily membership (ADMw), and related terms necessary to determine funding under state law, particularly ORS 338.155 and 327.013.



### **7.2.2 Calculating ADMw and Funding.**

(a) For each school year, the District shall provide funding to the Charter School in accordance with ORS 338.155(1) and (2), as that formula may be changed from time to time, subject to any modifications made by the parties in this Contract. Until the law is changed or the parties otherwise agree by amendment of this Contract, the funding shall be the sum of the following subparagraphs (b) and (c).

(b) Funding related to Kindergarten through Grade 5 students shall be 87.5 percent of the amount of the District's General Purpose Grant per ADMw as calculated under ORS 327.013, or the minimum under State law, whichever is greater.

(c) State School Fund Grant payments will be made to the Charter School by the District based on the following assumptions:

(i) Payments for July and August will be based on the projected enrollment and the ADMw factor for English as a Second Language.

(ii) Subsequent payments that fiscal year will be made based on the ADMw in the Student Information System on the last day of the preceding month.

(iii) An additional amount will be paid to incorporate the District's Poverty Factor adjustment by prorating the District's poverty factor between the Charter School and the District based on the number of ADMr and the most recent State School Fund estimate for the District.

(iv) A school may qualify as a remote small elementary school if the average daily membership is grades one through eight for an elementary school teaching five grades is below 140 ADMr. If an elementary school in a school district qualifies as a remote small elementary school, the district shall have an additional amount added to the districts ADMw. This additional amount will also be funded at 87.5 percent.

(v) The Charter School will be reimbursed for actual audit costs not to exceed \$2500.

(vi) Adjustments for actual ADMw, poverty factor, and State School Fund Grant will be made in May of the subsequent fiscal year following the release of the final State School Fund Grant estimate by Oregon Department of Education. Reimbursement for overpayments will be withheld from new State School Fund payments.

(d) In accordance with ORS 338.155(8), the District will send State School Fund Grant payments to the Charter School within 10 days after receiving payments from the State School Fund.

(e) In the event that the Charter School dissolves or the District terminates or does not renew the Contract with the Charter School, the final adjustment to the State School Fund payment by the District to the Charter School will be made in the last payment that is required by the terms of this Contract.

**7.2.3 Title I.** The District shall provide to Corporation the appropriate Title I funds, if determined eligible by the District, using the same formula and allocation procedures as it does for District schools, which currently do not include middle and high school students.

**7.2.4 District Fees.** The District may charge fees to the Corporation to provide administrative and support services that are requested by the Corporation and are in the mutual interest of the District and Corporation on a basis of actual District cost of services. The District shall use the indirect method, of charging the District's grant administration for those grants administered by the District. The Corporation may charge fees to the District to provide administrative and support services that are in the mutual interest of the District and the Corporation as mutually agreed upon on a basis of actual Corporation cost of services. In either case, invoices will offer detail to document the expense and be sent quarterly.

**7.2.5 Information to District.** The Charter School shall provide to the District the data set forth in Section 9.2 above through the District's Student Information System for each month on or before the 16<sup>th</sup> day of the subsequent month, for each school year. Nothing in this section shall limit the District's right to require additional relevant reports as necessary for the District to meet its duties imposed by law consistent with Section 5.6.

**7.2.6 State Funding.** The financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the State of Oregon, and the District has no obligation to fund Charter School operations if State funding does not occur, unless otherwise required by law.

### **7.3 Budgets, Financial and Cash Flow Projections, Financial Reporting.**

**7.3.1** In addition to the Annual Report in Section 11.5, the Charter School shall complete and submit to the District a revised budget annually by October 15 beginning in 2019. The revised budget should be based on the latest information available for state funding and enrollment for the year. The Charter School shall be responsible for the review and oversight of its financial records.

**7.3.2** On or before June 1 of each year of the charter contract, the Charter School shall submit to the District its proposed budget for the following school year and

three-year financial and cash flow projections, so that the District can review them as part of its consideration of the Charter School's financial stability. The Charter School shall complete and submit to the District a revised budget annually by October 15 beginning in 2019. The revised budget should be based on the most recent ODE estimate for the Corvallis School District and enrollment projections for the year. The Charter School shall be responsible for all costs associated with school operations, including the costs of subcontracting for goods and services, except as expressly provided in this Contract.

**7.3.3** The quarterly reports (September, December, March, and June) of each year of the Contract, will be submitted by the 20<sup>th</sup> of the subsequent month. The Charter School must provide to the District a balance sheet, a statement of revenues and expenditures for the quarter ended, a statement of revenues and expenditures year-to-date, and a Budget Projection Summary in a format provided by the District, and an Aged Accounts Payable statement showing any accounts that are 30, 60, 90 or 90+ days past due by the Charter School. Financial reports must reflect all funds, including grants and donations, and provide separate reports for each fund. The District reserves the right to request additional financial reports and projections on an as-needed basis.

**7.3.4** If the Charter School has not submitted the proposed budget, the adopted budget, the required annual audit, or any other financial information the District requests such as management letters, state audits, and bank reconciliations by the date the Charter School is to provide the information to the District, the District shall withhold any and all State School Fund payments to the Charter School until the information is received by the District.

**7.4** **Fiscal Agent.** The Charter School shall act as its own fiscal agent.

**7.5** **Fiscal Year.** The fiscal year of the Charter School shall begin on July 1 of each year and end on June 30 of the subsequent year.

**7.6** **Financial Records, Audits, and Accounting Reports.** The Charter School shall maintain and retain appropriate financial records in accordance with all applicable federal and state laws. The Charter School will maintain a system of internal controls and procedures designed to promote compliance with accounting standards and applicable laws and regulations. In accordance with ORS 338.095(3), in each year of the charter contract, the Charter School shall have a fiscal year-end audit of the accounts of the Charter School. The audit shall be prepared by the auditor that services the District (in order to provide continuity due to legal reporting requirements) in accordance with the Municipal Audit Law, ORS 297.405 to 297.555 and 297.990 as it may be amended from time to time in the governmental model and conducted by an auditor licensed to perform municipal audits. The District will reimburse the Charter School for audit fees in an amount not to exceed \$2,500 providing the Charter School has made a good faith effort to provide the auditor with financial records in good order. The Charter School shall submit the fiscal year-end audit to the District by October 15 of each year. The fiscal year-end

audit shall also be forwarded to the State Board of Education and the Department of Education. The financial reports shall reflect and identify the source of funds and assets that cost \$1,000 or more, as well as their location and disposal, for reporting purposes. The Charter School shall provide to the District the Corporation's Internal Service Form 990 by November 15 of each year.

**7.7 Financial Management.** The Charter School shall prepare its financial statements in conformity with Generally Accepted Accounting Principles (GAAP) and shall comply in all instances with applicable governmental accounting requirements. Subject to this Contract, the Charter School through its Board of Directors shall be fiscally responsible for its own operations within the limitations of any funding provided by the District and other revenues derived by Charter School. The Charter School is responsible for establishing and maintaining effective internal controls over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs.

**7.8 Other Sources of Funds for Charter School, Fund Raising.** In addition to the funding under Section 9.2, the Charter School may accept gifts, donations, grants and loans, including those described in ORS 338.155(9). The District shall also transfer to the Charter School its proportionate share as defined by law of any federal, state, or other government grants (or other funding) that are made to the District, where the amount of the grant (or other funding) is based on the District's ADMw, ADMr, enrollment, or other count or calculation of number of students. The Charter School shall comply with all state and federal laws regarding reporting of charitable contributions. The Charter School shall record all gifts, donations, loans, and grants in the financial records required in Section 9.6. As provided in ORS 338.125(10), the Charter School may conduct fund-raising activities, but shall not require a student to participate in fundraising activities as a condition of admission to the Charter School.

**8. Building and Facilities.** The Corporation shall have the responsibility to pay the full costs of its buildings and facilities.

**9. Governance and Operation.**

**9.1 Corporate Status, Governing Board.**

**9.1.1** The Charter School will remain an Oregon nonprofit corporation throughout the term of this Contract (including extensions and renewals). The Corporation shall govern and operate the Charter School as set forth in this Contract and in accordance with the Corporation's Bylaws.

**9.1.2** If the Charter School makes any changes to its Articles of Incorporation or Bylaws, within thirty (30) days thereafter it will give copies of the changes to the District. If the District believes that any such changes violate either this Contract or state or federal law, it will so notify the Charter School. If the Charter School agrees, it will make necessary changes to the Articles or Bylaws to conform to

this Contract or the applicable law; if the parties do not agree, the matter will be resolved under dispute provisions of this Contract.

- 9.1.3** The ICP Board shall consist of a minimum of five members and operate in accordance with the Bylaws and applicable law. If the ICP Board falls below five members, the Board will actively recruit and fill the vacant seat(s) within 90 days. The Board may elect Board members who are parents of Charter School students or members of the community providing support to the Charter School.
- 9.2** **Public Meetings and Public Records**. The Charter School and its Board of Directors, when acting as the Governing Body of the Charter School, will be subject to the provisions of the Oregon Public Meetings Law, ORS 192.610 to 192.690, and Oregon Public Records Law, ORS 192.311 to 192.478.
- 9.3** **Operational Powers and Responsibilities**. Subject to applicable federal and state laws and any restrictions in this Contract, the Charter School shall have the authority to exercise independently all powers granted to nonprofit corporations and charter schools under Oregon law. The Board will have overall responsibility for the Charter School, including adopting goals and policies, ensuring compliance with applicable laws and this Contract, overseeing financial management, assessing performance, and hiring and overseeing the school's employees. The Charter School may contract with the District or an independent party for program evaluations or to facilitate the evaluation of the charter school's director.
- 9.4** **Third-Party Contracts, Contracts with District**. The Charter School shall not enter into any contract for comprehensive school management or teaching services to be performed in substantial part by an entity not a party to this Contract without prior District approval, which approval shall not be unreasonably withheld. The District shall act upon any Charter School request for approval within 30 days of such request. The parties may elect to enter into additional agreements between them including, without limitation, agreements whereby the District will provide certain services to the Charter School.
- 9.5** **Annual Report and Review**.
- 9.5.1** The Charter School will submit an annual report by December 31 to the District and the State Board of Education in accordance with ORS 338.095(2) on the performance of the Charter School and its students. This report will include information necessary to make a determination of compliance with the requirements of ORS Chapter 338, including the following:
- (a) Summary data on the progress toward meeting its academic, financial, and organizational goals and objectives, such as the assessment information described in Section 5.4. This may include data from the Charter School's internal performance assessments in addition to data from statewide testing.

- (b) Attendance and student discipline information.
- (c) Parental involvement and surveys results relating to student and parental satisfaction.
- (d) The audit required under Section 9.6.
- (e) Evidence of insurance policies that are required under Section 13.1.
- (f) Evidence of compliance with Section 12.1 on Staff Qualifications.
- (g) New policies adopted by the Charter School Board that have not previously been given to the District.
- (h) The current list of board members.

**9.5.2** The specific contents of the report may change from time to time as the parties better understand which types of data and measurements are most useful. Results of progress toward other goals may be adopted by the Charter School Board from time to time. The District may perform an on-site review.

## **9.6 Termination.**

**9.6.1** The public Charter School may be terminated by the District for any of the following reasons:

- (a) Failure to meet the terms of an approved charter agreement or any requirement of ORS Chapter 338 unless waived by the State Board of Education.
- (b) Failure to meet the requirements for student performance as outlined in the charter agreement.
- (c) Failure to correct a violation of federal or State law.
- (d) Failure to maintain insurance.
- (e) Failure to maintain financial stability.
- (f) Failure to maintain the health and safety of the students.
- (g) Failure to maintain, for one or more consecutive years, a sound financial management system incorporated into the written charter under ORS 338.065.

**9.6.2** The District shall give the public Charter School a 30-day written notification in advance of its decision to terminate, if there has been a breach by the Charter School of any material term or condition of the Contract, other than a breach of

the statutory minimum enrollment requirements, which continues for more than thirty (30) days after the Charter School receives written notice from the District specifying the nature of the breach, demanding its cure, and stating the decision to terminate will be effective after such date if the breach is not cured. No more than two of such advance notices are required in any contract year, however, the District may choose to give the Charter School one or more additional notices, where appropriate.

**9.6.3** If a charter school is terminated by the Board, the following shall occur:

(a) The District shall give the public Charter School a 60-day written notification of its decision.

(b) The District shall state the grounds for termination and deliver notification to the business office of the public Charter School.

(c) The public Charter School may request a hearing by the District. The request must be made in writing and delivered to the business address of the sponsor.

(d) Within 10 days of receiving the request for a hearing, the sponsor must provide the public Charter School with the opportunity for a hearing on the proposed termination;

(e) The public Charter School may appeal the decision to terminate to the State Board of Education.

(f) If the sponsor reasonably believes that a public Charter School is endangering the health or safety of the students enrolled in the public Charter School, the sponsor may act to immediately terminate the approved charter and close the public Charter School without providing the notice requirements.

(g) A public Charter School closed due to health or safety concerns may request a hearing by the sponsor. Such a request must be made in writing and delivered to the business address of the sponsor. Within ten days of receiving the request for a hearing, the sponsor must provide the public Charter School with the opportunity for a hearing on the termination.

(h) Throughout the appeals process the public Charter School shall remain closed at the discretion of the District per ORS 338.105.4 (d).

(i) If terminated or dissolved, assets of the public Charter School purchased by the public Charter School with public funds, shall be given to the State Board of Education.

**9.6.4** If the public Charter School is terminated, closed, or dissolved by the governing body of the public Charter School, it shall be done only at the end of a semester

and with 180 days' notice to the District, unless the health and safety of the students are in jeopardy. Such notice must be made in writing and be delivered to the business address of the sponsor.

**9.6.5** Assets of a terminated, closed, or dissolved public Charter School that were obtained with grant funds will be dispersed according to the terms of the grant. If the grant is absent any reference to ownership or distribution of assets of a terminated, closed, or dissolved public Charter School, all assets will be given to the State Board of Education for disposal.

**9.7** **Emergency and School Closure/Delay.** The Charter School shall follow recommended District school and emergency closure decisions. School closures, delays, and emergency notifications will be communicated by the District through an electronic notification system to which the Charter School administrator may request access. The Charter School may under extenuating circumstances consult with the District to open or close school.

**9.8** **Communication.** The Charter School shall be wholly responsible for its own communications services. The Charter School may provide a URL of its school website to be linked from the District's website.

**9.9** **Nutrition Program.** The Charter School shall be responsible for the development and implementation of any nutrition program it operates. The Charter School may negotiate separately with the District for food services.

**10. Employment Matters.**

**10.1** **Staff Qualifications.** At least one-half of the total full-time equivalent (FTE) teaching and administrative staff at the public Charter School shall be licensed by TSPC pursuant to ORS 342.135, 342.136, 342.138 or 342.140. Any teaching or administrative staff not licensed by the Oregon Teacher Standards and Practices Commission (TSPC) will register with TSPC in accordance with ORS 338.135(7)(a)-(c) and OAR 584-023-0005. For any individual hired as a teacher or administrator in the Charter School, the Charter School shall provide the District with evidence of certification, if any, or other qualification prior to the individual's start date.

**10.2** **Highly Qualified Staff.** The District shall support Charter School staff development by notifying Charter School staff quarterly of planned professional development and safety training opportunities. The Charter School is responsible for any additional costs that may be required for participation.

**10.3** **The Corporation as the Employer.** The Corporation will be the employer of the staff at Charter School, except for District employed special education staff, which will be assigned to the Charter School at the sole discretion of the District. The Corporation will control the selection of employees. All provisions of this Section 12 are subject to state and federal laws and applicable collective bargaining agreements, if any. The District



shall not be the employer of any employees of the Corporation or the Charter School for work done for the Charter School.

**10.4 Staff Hiring.**

**10.4.1** The Corporation's governing board, in its sole discretion, has complete authority to hire, evaluate, promote, discipline, supervise, and terminate Charter School employees, and to set all terms and conditions of employment, including all decisions regarding compensation and benefits. The Corporation will be responsible for providing substitutes for all Charter School teachers. The Corporation shall be responsible for all payroll and benefits services. The District shall monitor staff qualifications. The Charter School may request consultation for human resources questions or concerns, including payroll and benefits questions or concerns.

**10.4.2** For any employee of the District who chooses to work for the Charter School, any leave of absence from the District will be governed by ORS 338.135.

**10.4.3** Licensed and classified staff and other employees of the Charter School will not be included in the District's respective bargaining units. Employee membership in a labor organization and collective bargaining shall be governed by ORS 338.135.

**10.4.4** The Corporation shall participate in the Public Employees Retirement System to the extent required by law.

**10.5 Employee Records.** The Corporation shall be responsible for requiring its subcontractors to establish and maintain personnel records for its employees, and for the maintenance, retention, and disclosure of employee records, all in compliance with all applicable federal and state laws, and the right of the District to inspect such records. The Corporation and its subcontractors shall meet any and all reporting obligations to the Teacher Standards and Practices Commission (TSPC) regarding its employees.

**10.6 Criminal Records Checks.** ORS 338.115(1)(h), 326.603, 326.607, and 342.232 (relating to criminal records checks), shall apply to the Charter School. The Corporation shall require that its subcontractors not knowingly employ an individual for whom a criminal background investigation has not been initiated or who has been convicted of an offense that would preclude that individual from working in a public school in Oregon. No later than the first day of school of each school year that the Charter School is in operation under this Contract, the Corporation shall provide to the District a list containing the names and job positions of all employees of the Corporation and its subcontractors whose employees have direct, unsupervised contact with school children as provided in the ORS sections previously set forth in this section. Such list shall also indicate for each employee the date of initiation of the criminal background investigation required by Oregon law.

- 10.7 Professional Development and Training.** The District shall provide access to District-sponsored training events. Payment of substitutes, registration costs (except as otherwise noted in this Contract), travel, and reimbursement expenses will be the sole responsibility of the Charter School.

**11. Insurance and Legal Liabilities.**

**11.1 Insurance.**

- 11.1.1** The Corporation shall, at its own expense or the expense of the Charter School, secure and retain and provide proof of the following insurance and in the amounts not less than those set forth below:

- (a) Educators Liability Coverage Insurance in an amount of not less than \$2,000,000 combined single limit per occurrence/\$4,000,000 annual aggregate covering the public Charter School, the governing board, employees and volunteers against liability for damages because of personal injury, bodily injury, death, or damage to property including the loss of use thereof. Coverage to include, but not limited to, contractual liability, advertisers' liability, employee benefits liability, employment practices liability, professional liability, and teachers' liability.
- (b) Automobile Liability Insurance in an amount not less than \$2,000,000 combined single limit covering the public Charter School, the governing board, employees, and volunteers against liability for damages because of bodily injury, death, or damage to property, including the loss of use thereof arising out of the ownership, operation, maintenance or use of any automobile. The policy will include underinsured and uninsured motorist vehicle coverage at the limits equal to bodily injury limits.
- (c) Workers' Compensation Insurance shall also be maintained pursuant to Oregon laws (ORS chapter 656). Employers' liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 each policy limit.
- (d) Crime Coverage to cover all employees and volunteers. Limits are to be determined by the governing board, but no less than \$250,000. Coverage shall include faithful performance and loss of moneys and securities.
- (e) Property Insurance shall be required on all owned or leased buildings or equipment. The insurance shall be written to cover the full replacement cost of the building and/or equipment on an "all risk of direct physical loss basis," including earthquake and flood perils.

### **11.1.2 Additional requirements:**

- (a) The District shall be additional insured on commercial general and automobile liability insurance. The policies shall provide for a 90-day written notice of cancellation or material change. A certificate evidencing all of the above insurance shall be furnished to the District.
- (b) The public Charter School shall also hold harmless and defend the District from any and all liability, injury, damages, fees or claims arising out of the operations of the public Charter School operations or activities.
- (c) The District shall be loss payee on the property insurance if the public Charter School leases any real or personal District property.
- (d) The coverage provided and the insurance carriers must be acceptable to the District.

**11.1.3** As part of its annual report under Section 11.5, and at any time thereafter upon request of the District, the Corporation shall provide the District with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts set forth herein. All such insurance policies shall contain a provision requiring notice to the District, at least 30 days in advance, of any material change, non-renewal or termination to the attention of the Superintendent of the District.

**11.2 Compliance with Laws, Non-Exemption from Certain Laws.** The Corporation and the Charter School will comply with all applicable federal, state, and local laws and regulations (including Oregon Administrative Rules developed by the Oregon Department of Education regarding charter schools). As provided in ORS 338.115(1), although statutes and rules that apply to school district boards, school districts or other public schools shall generally not apply to the Charter School, the following laws shall apply to the Charter School:

- (a) Federal law;
- (b) ORS 30.260 to 30.300 (tort claims);
- (c) ORS 192.410 to 192.505 (public records law);
- (d) ORS 192.610 to 192.690 (public meetings law);
- (e) ORS chapters 279A, 279B and 279C (Public Contracting Code);
- (f) ORS 297.405 to 297.555 and 297.990 (Municipal Audit Law);
- (g) ORS 326.565, 326.575 and 326.580 (student records);

- (h) ORS 181.534, 326.603, 326.607, 342.223 and 342.232 (criminal records checks);
- (i) ORS 329.045 (academic content standards and instruction);
- (j) ORS 329.451 (high school diploma, modified diploma, extended diploma and alternative certificate);
- (k) ORS 329.496 (physical education);
- (l) The statewide assessment system developed by the Department of Education for mathematics, science and English under ORS 329.485 (2);
- (m) ORS 336.840 (use of personal electronic devices);
- (n) ORS 337.150 (textbooks);
- (o) ORS 339.119 (consideration for educational services);
- (p) ORS 339.141, 339.147 and 339.155 (tuition and fees);
- (q) ORS 339.250 (12) (prohibition on infliction of corporal punishment);
- (r) ORS 339.326 (notice concerning students subject to juvenile court petitions);
- (s) ORS 339.370, 339.372, 339.388 and 339.400 (reporting of abuse and sexual conduct and training on prevention and identification of abuse and sexual conduct);
- (t) ORS 342.856 (core teaching standards);
- (u) ORS chapter 657 (Employment Department Law);
- (v) ORS 659.850, 659.855 and 659.860 (discrimination);
- (w) Any statute or rule that establishes requirements for instructional time provided by a school during each day or during a year;
- (x) Statutes and rules that expressly apply to public charter schools;
- (y) Statutes and rules that apply to a special government body, as defined in ORS 174.117, or a public body, as defined in ORS 174.109;
- (z) Health and safety statutes and rules;
- (aa) Any statute or rule that is listed in the charter; and

(bb) ORS 338.

- 11.3 Waiver.** As provided in ORS 338.025(2), the Charter School may apply to the State Board of Education to grant a waiver of any provision of ORS Chapter 338. The Charter School shall give the District a copy of any application for a waiver promptly after submitting it and shall give the District a copy of any grant of a waiver promptly after receiving it.
- 11.4 School and District Policies.** The Corporation and Charter School shall comply with District Board Policy LBE, as amended June 21, 2018 and corresponding administrative rule LBE-AR, as amended March 10, 2014 and shall adopt policies as may be required by law and may in its discretion adopt other policies governing operation of the Charter School and may amend its policies from time to time. The Charter School shall make such policies and amendments available for review at the District's request. The District Liaison shall notify the charter of changes to Policy LBE or LBE-AR (Charter Schools Policy and Charter Schools Administrative Regulation).
- 11.5 Full Faith and Credit.** The Corporation agrees that it shall not extend the full faith and credit of the District to any third person or entity. The Corporation acknowledges and agrees that it has no authority to enter into a contract that would bind the District. The Corporation's governing board has the authority to approve contracts to which the Corporation is a party, subject to the requirements and limitations of the Oregon Constitution, state law, and provisions of this Contract.
- 11.6 Indemnification.**
- 11.6.1** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the Charter School 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 by the Charter School of property of the Charter School or its landlord, its faculty, employees, students, patrons, 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 out of the acts or omissions of the Charter School. This indemnification shall not apply to any liability, claims, or demands resulting from the negligence or wrongful act or omission of any District 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 the Charter School whose negligence or wrongful act or omission is caused in whole or in part, or directed by the District. The Charter School agrees to indemnify, hold harmless and defend the District from all contract claims in which the Charter School has obligated the District without the District's prior written approval. 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.

**11.6.2** To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the District agrees to indemnify and hold the Charter School, its Board, agents and employees harmless from all liability, claims, or demands on account of injury, loss or damage, including, without limitation, claims arising from civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of the District's administration of this Contract. This indemnification shall not apply to any liability, claims, or demand resulting from the negligence or wrongful act or omission or any Charter School 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 the Charter School whose negligent or wrongful act or omission is caused in whole or in part, or directed by the Charter School. 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 Contract. 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.

**11.6.3** This indemnification, defense and hold harmless obligation on behalf of the Charter School and the District shall survive the termination of this Contract. 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.

**11.7** **District Disclaimer of Liability.** The parties to this Contract expressly acknowledge that the Corporation is not operating as an agent, or under the direction and control, of the District Board except as required by law or this Contract, and that the District Board assumes no liability for any loss or injury resulting from:

**11.7.1** The acts or omissions of the Charter School, its governing Board, trustees, agents, or employees.

**11.7.2** The use and occupancy of the building occupied by the Charter School or any matter in connection with the condition of such building, unless the parties agree otherwise in writing.

**11.7.3** Any debt or contractual obligation incurred by the Charter School.

**11.8** **ADA/504 Obligations.** The Charter School 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 Chapter 659 with respect to its students, staff, and patrons. The Charter School shall indemnify and hold harmless the District from all claims under these statutes.

## **12. Miscellaneous Provisions.**

- 12.1 Entire Agreement.** This Contract contains all terms, conditions, and provisions hereof and the entire understanding and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract.
- 12.2 Governing Law.** This Contract shall be governed by, subject to and construed under the laws of the State of Oregon without regard to its conflict of law provisions. The parties intend that where this Contract references federal or state law that they are bound by the laws in effect at the time this Contract is executed.
- 12.3 Assignment.** The Charter School shall not assign its interest in this Contract to any entity.
- 12.4 District Liaison.** The District shall designate for purposes of this Contract the District Superintendent, or their designee, as the official District Liaison between the District and the Corporation. The Charter School shall contact the District Liaison with questions, concerns, and requests; the District Liaison shall either respond directly or request the response from another District department.
- 12.5 Amendment.** This Contract may be modified or amended only by written agreement between the Corporation and the District.
- 12.6 Notice.** Any notice required, or permitted, under this Contract, shall be in writing and shall be effective (a) upon personal delivery (subject to verification of service or acknowledgment of receipt) or (b) three days after mailing when sent by certified mail, postage prepaid, (c) to the person and address designated on the signature page of this Contract for receipt of notices, or (d) courier service with a signed receipt. Should these addresses change, the parties agree to notify the other party within ten days of the address change.
- 12.7 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 to be taken to constitute a waiver of any succeeding or other breach.
- 12.8 Dispute Resolution.** In the event any dispute arises between the District and the Corporation concerning this Contract, including, without limitation, the implementation of or waiver from any policies, regulations, or procedures, such dispute shall first be submitted to the District Liaison for review. If the District and the Corporation are unable to resolve the dispute, either party may submit the matter to the District's Board for its consideration. The decision of the District's Board shall be final and binding on the parties; provided, however, the Corporation may appeal to the state Board of Education concerning those matters within its jurisdiction under ORS Chapter 338 and seek review of the state Board of Education decision, as provided by law. In addition to the foregoing, either party may seek remedy for breach of this contract or review of a District Board

decision relating to this contract in any appropriate forum. Nothing in this contract is intended to create a cause of action that is not otherwise provided by law.

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

**12.10 Delegation.** The parties agree and acknowledge that with regard to this Contract between the District and the Corporation, the functions and powers of the District Board may be exercised by the District Liaison, provided that any ultimate decision regarding renewal, non-renewal, or revocation of this Contract is made only by the District Board.

**12.11 Prior Actions.** It is expressly agreed and understood that as a condition precedent to this Contract becoming effective on the effective date specified above in Section 2, the Corporation shall have taken, completed and satisfied on or before the date specified herein any action or obligation which is required to be completed before such effective date, and failure to do so shall constitute grounds for the District to declare this Contract null and void.

**12.12 Attorney Fees.** If any suit, action or arbitration is commenced or instituted to interpret or enforce the terms of this Contract, to exercise any remedy on account of a default, or otherwise relating to the provisions of this Contract, the prevailing party or non-defaulting party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees and costs, in addition to all other sums provided by law, at trials or arbitration, and any appeals. Such sums shall be determined by the court or arbitrator.

**13. Definitions.** For purpose of this Contract, “business day” means a day in which the District administrative offices are open. “Business day” does not include (a) Saturdays, (b) Sundays, (c) official state holidays listed in ORS 336.010, (d) federal holidays, (e) any day(s) in which the administrative office is closed due to inclement weather, or (f) any day that the District administrative office is closed due to action taken by, or ordered to be closed by, the District Board of Directors or their designee, any instrumentality of the City of Corvallis, any instrumentality of Benton County, the State of Oregon, or federal government.

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



IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

**CORVALLIS SCHOOL DISTRICT 509J**

By \_\_\_\_\_ Date \_\_\_\_\_

Vincent Adams, Board Chair  
Corvallis School District 509J  
1555 SW 35<sup>th</sup> Street  
Corvallis, OR 97333

**INAVALE COMMUNITY PARTNERS INCORPORATED  
dba MUDDY CREEK CHARTER SCHOOL**

By \_\_\_\_\_ Date \_\_\_\_\_

James Anderson, President  
Inavale Community Partners  
30252 Bellfountain Road  
Corvallis, OR 97333



**Corvallis**  
SCHOOL DISTRICT

V. BOND PROGRAM UPDATE (7:15 p.m. approx.)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Facilities and Transportation  
Meeting Date: April 25, 2019

### **Bond Program Update**

**NO ACTION REQUIRED**

#### Background

Wenaha Group provides project management services for the Facilities Improvement Bond approved by voters in May 2018. Wenaha Group's project managers will prepare a monthly report to communicate status and progress on bond projects. The report will be included in a board packet each month, published on the district website, and shared with key communicators.

Direct questions regarding bond projects to [kim.patten@corvallis.k12.or.us](mailto:kim.patten@corvallis.k12.or.us)



## **CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE April 25, 2019**



### **GENERAL PROGRAM UPDATE**

The bond team continues to make good progress on standards, designs and procurements. Construction work is scheduled to start on a number of sites this summer. Highlights include:

#### **Districtwide Technical Standards**

- Mechanical Systems
- Plumbing Systems
- Electrical Systems
- Data Infrastructure
- Low Voltage Equipment
- Sustainability

#### **Specialty Spaces Standards**

- Music
- Arts
- Physical Education
- Outdoor Learning
- Gender Inclusive Restrooms

#### **New Consultants**

- Environmental/Wetlands
- Traffic Engineers
- Arborist

#### **Construction this Summer**

- Seismic Projects at Adams, Jefferson and Wilson
- Track Resurfacing at Linus Pauling, Cheldelin and Crescent Valley
- Boiler Replacement at Crescent Valley
- Softball Facilities Improvements at Corvallis High School

### **CONTACT INFORMATION**

For questions, comments or additional information, please contact:

Dave Fishel  
Project Principal  
Wenaha Group  
[davef@wenahagroup.com](mailto:davef@wenahagroup.com)



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE April 25, 2019



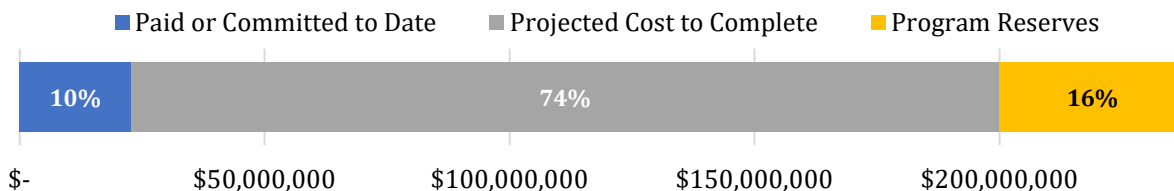
## FINANCIAL SUMMARY AS OF MARCH 31, 2019

|                                   |                      |
|-----------------------------------|----------------------|
| Voter Approved Issuance Authority | \$ 199,916,925       |
| Bond Sale Premium                 | 28,699,499           |
| Bond Interest Earnings            | 1,388,762            |
| OSCIM Grant <sup>1</sup>          | 6,234,147            |
| Other Funding <sup>2</sup>        | 1,861,116            |
| <b>Total Resources</b>            | <b>\$238,100,449</b> |

|                             |                      |
|-----------------------------|----------------------|
| Paid to Date                | \$ 3,743,743         |
| Committed to Date           | 19,106,711           |
| Projected Cost to Complete  | 177,066,471          |
| <b>Total Projected Cost</b> | <b>199,916,925</b>   |
| Program Reserves            | 38,183,524           |
| <b>Total Requirements</b>   | <b>\$238,100,449</b> |

<sup>1</sup> **Oregon School Capital Improvement Matching (OSCIM) Grant.** The district qualified to receive a matching grant through this state program. These funds are restricted to the Lincoln Elementary project.

<sup>2</sup> **Other Funding.** Additional grants and reimbursements are available from several sources including energy conservation reimbursements, seismic rehabilitation grants, and ODE Technical Assistance Program (TAP) grants. These funds are restricted to specific projects.



## BUDGET SUMMARY AS OF MARCH 31, 2019

|                             | Original Estimate                  | Current Budget       | Paid or Committed   | Projected Total Cost | Budget Variance |
|-----------------------------|------------------------------------|----------------------|---------------------|----------------------|-----------------|
| Adams Elementary            | \$ 12,165,241                      | \$ 11,594,457        | \$ 992,732          | \$ 11,594,457        | \$ -            |
| Garfield Elementary         | 21,435,804                         | 20,431,066           | 1,825,991           | 20,431,066           | -               |
| Hoover Elementary           | 37,084,000                         | 35,345,308           | 2,300,812           | 35,345,308           | -               |
| Jefferson Elementary        | 12,928,559                         | 12,322,158           | 1,059,275           | 12,322,158           | -               |
| Lincoln Elementary          | 36,917,098                         | 35,185,922           | 1,570,940           | 35,185,922           | -               |
| Mt View Elementary          | 9,341,711                          | 8,904,029            | 714,352             | 8,904,029            | -               |
| Wilson Elementary           | 12,388,876                         | 11,807,766           | 1,006,175           | 11,807,766           | -               |
| Franklin K-8 School         | 9,335,022                          | 8,897,336            | 562,251             | 8,897,336            | -               |
| Cheldelin Middle School     | 10,759,962                         | 9,992,479            | 1,153,953           | 9,992,479            | -               |
| Linus Pauling Middle School | 400,000                            | 400,000              | 43,127              | 400,000              | -               |
| Corvallis High School       | 8,375,406                          | 7,982,711            | 1,525,781           | 7,982,711            | -               |
| Crescent Valley High School | 17,025,447                         | 16,226,898           | 1,768,215           | 16,226,898           | -               |
| Harding Center              | 11,759,799                         | 11,208,697           | 1,338,538           | 11,208,697           | -               |
| Program Administration      | <i>included in estimates above</i> | 9,618,098            | 6,988,311           | 9,618,098            | -               |
| <b>TOTAL</b>                | <b>\$199,916,925</b>               | <b>\$199,916,925</b> | <b>\$22,850,454</b> | <b>\$199,916,925</b> | <b>\$ -</b>     |



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### ADAMS ELEMENTARY SCHOOL MAJOR ADDITION AND REMODEL

Project Manager: **Wenaha Group**  
Architect: **DLR Group**  
CM/GC Contractor: **Fortis Construction**

### PROJECT DESCRIPTION

Add five (5) permanent classrooms, create collaborative/small group learning areas, create dedicated PE space by adding multi-use cafeteria, renovate existing classroom space for student support services, improve ADA accessibility, install energy efficient lighting, replace covered play shelter, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, replace emergency communication systems, secure front entry, and office modifications.

### SCHEDULE

| Key Milestones      | Start      | Completion | % Complete | Comments                   |
|---------------------|------------|------------|------------|----------------------------|
| Pre-Design          | Nov 2018   | March 2020 | 20%        |                            |
| Design & Permitting | March 2020 | Feb 2021   | 0%         | Seismic work not reflected |
| Construction        | March 2021 | Oct 2021   | 0%         |                            |

### CURRENT ACTIVITIES

- Working on estimates and design refinement for the Seismic grant project. This project is primarily funded by the Seismic Rehabilitation Grant Program (cost outside of bond funds).

### ACTIVITIES SCHEDULED FOR NEXT QUARTER

- Investigation regarding possible underground fuel oil tank.
- Seismic construction to start in June.

### HIGHLIGHTS

- Subcontractor bidding process is underway.

### CHALLENGES AND SOLUTIONS

- Communication system in the building has failed. District moving ahead with a replacement system.



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$12,165,241      | \$11,594,457   | \$992,732              | \$11,594,457         | \$0             |

*Current budget is exclusive of program administration costs*

### PROJECT PHOTO GALLERY



*Pre-Bid walk through for summer seismic work organized by Fortis Construction*





## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



*Contractors investigating a typical classroom for the seismic upgrade project*





# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



## CHELDELIN MIDDLE SCHOOL MAJOR RENOVATION

Project Manager: **Wenaha Group**  
Architect: **Pivot Architecture**  
CM/GC Contractor: **Gerding Builders**

### PROJECT DESCRIPTION

Renovate classroom to create a STEM lab, renovate library/media center, improve ADA accessibility, install elevator to upper gym for ADA access, renovate cafeteria, renovate restrooms, replace kitchen flooring, resurface track, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, improve emergency lighting, improve seismic safety, replace wooden bleachers in the gym.

### SCHEDULE

| Key Milestones      | Start    | Completion | % Complete | Comments              |
|---------------------|----------|------------|------------|-----------------------|
| Pre-Design          | Jan 2019 | Oct 2019   | 10%        | Initial investigation |
| Design & Permitting | Oct 2019 | Nov 2020   | 0%         |                       |
| Construction        | Jan 2021 | Oct 2022   | 0%         |                       |

### CURRENT ACTIVITIES

- Final planning is underway for the track resurfacing that will occur over the summer of 2019.
- The District received a Department of Education Technical Assistance Program (TAP) grant in the amount of \$25,000 to offset the cost of the initial Seismic evaluation.

### ACTIVITIES SCHEDULED FOR NEXT QUARTER

- The design team will begin the seismic investigation in anticipation of applying for a State Seismic Rehabilitation Grant Program (SRGP) seismic grant which could cover up to \$2.5 million in seismic improvements.
- Track will be resurfaced summer 2019.

### HIGHLIGHTS

- New bleachers were installed in the gym during April.

### CHALLENGES AND SOLUTIONS

- N/A



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$10,759,962      | \$9,992,479    | \$1,153,953            | \$9,992,479          | \$0             |

*Current budget is exclusive of program administration costs*

### PROJECT PHOTO GALLERY



*Bleacher installation*



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



*Cheldelin Bleachers Completed*





## **CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019**



### **CORVALLIS HIGH SCHOOL MAJOR RENOVATION**

**Project Manager: Wenaha Group**  
**Architect: Pivot Architecture**  
**CM/GC Contractor: Gerding Builders**

### **PROJECT DESCRIPTION**

Expand covered outdoor learning area for career technical education, renovate classroom spaces for career and technical education, improve softball facilities, including restroom and concessions, install ADA door openers, install covered walkway to applied technology buildings, replace artificial turf field, replace hallway carpet, replace roof on main building & greenhouse roof, resurface track, enhance video surveillance system, increase restroom connections to emergency generator, toilets & faucets, replace field lighting at Taylor Field.

### **SCHEDULE**

| Key Milestones      | Start    | Completion | % Complete | Comments              |
|---------------------|----------|------------|------------|-----------------------|
| Pre-Design          | Nov 2018 | Oct 2019   | 10%        | Initial CTE Planning  |
| Design & Permitting | Nov 2019 | Oct 2020   | 75%        | Athletic Improvements |
| Construction        | Nov 2020 | Sept 2021  |            |                       |

### **CURRENT ACTIVITIES**

- Application for Conditional Development Permit modification has been submitted to the City Planning Department for the Taylor field and Softball improvements. We expect full approval by the end of May.

### **ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- Gerding Builders, the CMGC for the CHS work, bid out the Softball Improvements package on April 9<sup>th</sup>. The bids came in significantly more than anticipated and we're currently working on ways to reduce the cost without compromising the scope required by Title 9.

### **HIGHLIGHTS**

- A neighborhood meeting was held on the evening of March 5<sup>th</sup> to let folks know about the upcoming summer improvements.
- Softball improvements, Taylor Field Lights and Track Resurfacing will be accomplished over Summer 2019.



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### CHALLENGES AND SOLUTIONS

- The team is currently working on ways to lower the cost of the planned softball improvements.

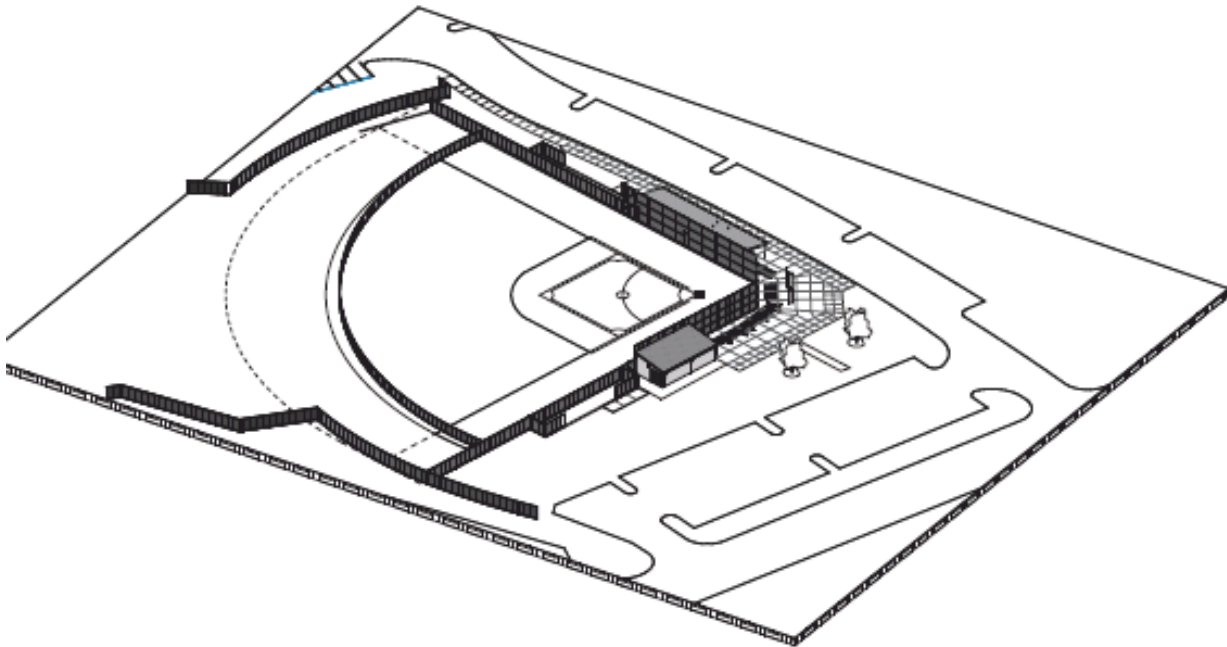
### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$8,375,406       | \$7,982,711    | \$1,525,781            | \$7,982,711          | \$0             |

*Current budget is exclusive of program administration costs*

### PROJECT PHOTO GALLERY

#### CHS – SOFTBALL IMPROV CORV



*CHS Softball Improvements*



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### CRESCENT VALLEY HIGH SCHOOL MAJOR RENOVATION

Project Manager: **Wenaha Group**  
Architect: **Pivot Architecture**  
CM/GC Contractor: **Gerding Builders**

### PROJECT DESCRIPTION

Expand covered outdoor learning area for career technical education, renovate and expand classroom spaces for career and technical education, install a new artificial turf field, improve ADA accessibility, install elevator in gym building and replace main ramp for ADA access, refurbish, repair, and weatherize building exterior, Replace fire suppression system in kitchen, resurface bus drop-off/pick-up lane, resurface track, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, enhance video surveillance system, improve seismic safety, increase power connections to generator circuit, replace access control system, and replace emergency communication systems.

### SCHEDULE

| Key Milestones      | Start    | Completion | % Complete | Comments |
|---------------------|----------|------------|------------|----------|
| Pre-Design          | Oct 2018 | Dec 2018   | 100%       |          |
| Design & Permitting | Jan 2019 | Dec 2019   | 25%        |          |
| Construction        | Jan 2020 | Dec 2020   | 0%         |          |

### CURRENT ACTIVITIES

- The boiler replacement project bid on March 28<sup>th</sup>. The base scope came in right on budget, however during the design process it was discovered that additional scope needed to be added to the project to fix some non-functioning drains. This added approximately \$70,000 to the project which will be funded by project contingency.
- The improvements to the athletic field will bid on April 23<sup>rd</sup>.
- Pivot provided the initial schematic design documents for the CTE improvements on April 12<sup>th</sup>. Gerding will develop an initial estimate from these documents which will provide our first good picture of how the intended improvements compare to the budget.
- Pivot is also working on the initial design for the seismic improvements and the team is working on determining if the project could be eligible for a State funded seismic grant.
- The first Design Advisory Committee meeting will be held on April 17<sup>th</sup>.



## **CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019**



### **ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- Work will begin as soon as school is out on the boiler replacement and athletic improvements.
- The design process will continue on the balance of the planned improvements with construction planned to begin at the end of 2019.

### **HIGHLIGHTS**

- The boiler replacement will be accomplished this summer.
- The field improvements will start this summer and be completed in the fall. Home football games are being relocated to an off-site venue.

### **CHALLENGES AND SOLUTIONS**

- PBS Environmental provided a site analysis report that identifies the impact of the flood way and riparian zones adjacent to the creek. These restrictions have been taken into account in the current design of the CTE area and may present some design challenges for the planned ADA improvements at the Gym area.

### **BUDGET SUMMARY 3/31/19**

| <b>Original Estimate</b> | <b>Current Budget</b> | <b>Paid/Committed to Date</b> | <b>Projected Total Cost</b> | <b>Budget Variance</b> |
|--------------------------|-----------------------|-------------------------------|-----------------------------|------------------------|
| \$17,025,477             | \$16,226,898          | \$1,768,215                   | \$16,226,898                | \$0                    |

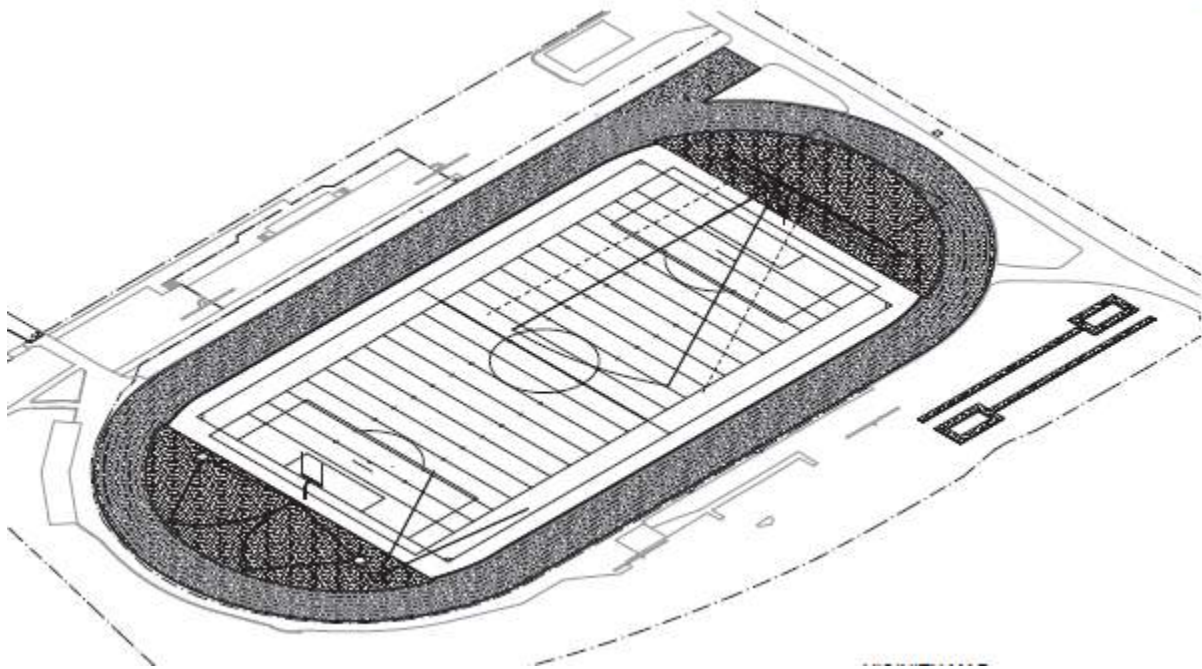
*Current budget is exclusive of program administration costs*



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



## PROJECT PHOTO GALLERY



*New CVHS Athletic Field Layout*





## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



*Architects and Staff working on CTE spaces*



*CVHS Core Team Meeting*



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



## FRANKLIN K-8 MAJOR REMODEL

Project Manager: **Wenaha Group**  
Architect: **DLR Group**  
CM/GC Contractor: **Fortis Construction**

### PROJECT DESCRIPTION

Create collaborative/small group learning areas, renovate 2 classrooms to support middle school science instruction, improve ADA accessibility, install energy efficient lighting, renovate restrooms, replace exterior windows, flagpole, kitchen flooring, and roof, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating and plumbing systems, improve emergency & exterior lighting, improve seismic safety, repair sidewalks, replace emergency communication systems, secure front entry, and office modifications.

### SCHEDULE

| Key Milestones      | Start      | Completion | % Complete | Comments |
|---------------------|------------|------------|------------|----------|
| Pre-Design          | Jan 2019   | Feb 2020   | 5%         |          |
| Design & Permitting | March 2020 | Feb 2021   | 0          |          |
| Construction        | March 2021 | Oct 2021   | 0          |          |

### CURRENT ACTIVITIES

- N/A

### ACTIVITIES SCHEDULED FOR NEXT QUARTER

- Upcoming hazardous material sampling and testing.

### HIGHLIGHTS

- N/A

### CHALLENGES AND SOLUTIONS

- Removal of an existing underground fuel tank that is already decommissioned. This work will be incorporated into the project design.



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$9,335,022       | \$8,897,336    | \$562,251              | \$8,897,336          | \$0             |

*Current budget is exclusive of program administration costs*

### PROJECT PHOTO GALLERY

N/A



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



## **GARFIELD ELEMENTARY SCHOOL** MAJOR ADDITION AND REMODEL

**Project Manager:** **Wenaha Group**  
**Architect:** **DLR Group**  
**CM/GC Contractor:** **Fortis Construction**

### **PROJECT DESCRIPTION**

Addition of six (6) classrooms, create collaborative and small group learning areas, expand the library/media center, renovation of existing classroom spaces, add covered play shelter, improve ADA accessibility, renovate restrooms, repair concrete floor foundation, replace the kitchen flooring, upgrade finishes in shared spaces with floors, paint, and ceiling, secure front entry, office modifications, improve site circulation and parking, repair/replace sidewalk, seismic upgrades, and upgrades to mechanical, electrical, and plumbing.

### **SCHEDULE**

| Key Milestones      | Start    | Completion | % Complete | Comments |
|---------------------|----------|------------|------------|----------|
| Pre-Design          | Oct 2018 | Jan 2019   | 95%        |          |
| Design & Permitting | Jan 2019 | Nov 2019   | 33%        |          |
| Construction        | Dec 2019 | Dec 2020   | 0%         |          |

### **CURRENT ACTIVITIES**

- Site logistics and phasing plans are being finalized so staff can plan for the accommodations for construction when they return in the fall.
- DAC #3 will be held May 9, 2019.
- Geotechnical studies are complete and the environmental study is underway.
- DLR continues to meet regularly with the core team to advance the design.
- 90% schematic design package has been turned over to Fortis for estimating.
- The project team had an initial meeting with the City to discuss code and land use issues.

### **ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- Modular classrooms will be relocated over the summer so that they will be out of the way of construction activities.
- DAC #4 through DAC #5 (Design Advisory Committee) meetings will be completed over the next 2 months.

### **HIGHLIGHTS**

- Full engagement with the Garfield staff continues.



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



- Luisa Ardila continues being involved with the Friday Latino Parent Group and the Latino community as a whole

### CHALLENGES AND SOLUTIONS

- NA

### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$21,435,804      | \$20,431,066   | \$1,825,991            | \$20,431,066         | \$0             |

*Current budget is exclusive of program administration costs*

### PROJECT PHOTO GALLERY



Garfield DAC#2 Meeting





## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



*Member of the Design Advisory Committee and the Parent Latina group sharing after meeting #2*



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



*Workers from PBS Engineering and Environmental and Western States Drilling performing the geotechnical survey and associated drilling*



## **CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019**



### **HARDING CENTER**

MAJOR ADDITION AND REMODEL

**Project Manager: Wenaha Group**

**Architect: Pivot Architecture**

**CM/GC Contractor: Gerding Builders**

### **PROJECT DESCRIPTION**

Adds multi-use cafeteria, renovate two (2) classrooms to support science construction, improve ADA accessibility, renovate locker rooms, replace cabinetry in classrooms, replace roof and gutter system, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, improve emergency lighting, improve seismic safety in one story portion of the building, install access control system, replace emergency communication systems, replace fire monitoring system.

### **SCHEDULE**

| Key Milestones      | Start      | Completion | % Complete | Comments |
|---------------------|------------|------------|------------|----------|
| Pre-Design          | Nov 2018   | Feb 2019   | 100%       |          |
| Design & Permitting | March 2019 | Dec 2019   | 20%        |          |
| Construction        | Jan 2020   | Oct 2020   | 0%         |          |

### **CURRENT ACTIVITIES**

- Pivot Architecture has begun meeting with the Site Team to begin the schematic design process.
- Recruitment for the Design Advisory Committee (DAC) has begun with the first meeting targeted for mid-May.

### **ACTIVITIES SCHEDULED FOR NEXT QUARTER**

- Pivot Architecture will continue to work with the Site Team to advance the design process.
- Gerding Builders will be working on initial project estimates.
- First meeting of the DAC will be in May.
- Project Team will meet with City staff on May 30 to better understand the process for working through issues related to historic preservation, zoning and the transportation safety plan.





## **CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019**



### **HIGHLIGHTS**

- The project team is exploring the feasibility of improving the older, two story portion of the building that is currently only used for storage of curriculum materials. This scope is not part of the bond promise and would only be undertaken if additional funds are available and approved by the School Board.

### **CHALLENGES AND SOLUTIONS**

- NA

### **BUDGET SUMMARY 3/31/19**

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$11,759,799      | \$11,208,697   | \$1,338,538            | \$11,208,697         | \$0             |

*Current budget is exclusive of program administration costs*

### **PROJECT PHOTO GALLERY**

N/A



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



## HOOVER ELEMENTARY SCHOOL REPLACEMENT SCHOOL

Project Manager: **Wenaha Group**  
Architect: **DLR Group**  
Contractor: **TBD**

### PROJECT DESCRIPTION

Construct new elementary school and demolish existing school. Create new play areas and fields once demolition is complete.

### SCHEDULE

| Key Milestones      | Start     | Completion | % Complete | Comments |
|---------------------|-----------|------------|------------|----------|
| Pre-Design          | Aug 2018  | Dec 2018   | 100%       |          |
| Design & Permitting | Jan 2019  | March 2020 | 20%        |          |
| Construction        | June 2020 | Nov 2021   | 0%         |          |

### CURRENT ACTIVITIES

- Design is in process. Site plan options are being developed.
- DAC Meeting #3 is scheduled for May 1, 2019.
- Site observation for wetlands areas report is in process and will be provided soon.
- Geotechnical exploration is complete, pending report.

### ACTIVITIES SCHEDULED FOR NEXT QUARTER

- City of Corvallis land use and permitting meetings are being scheduled.
- Design Advisory Committee meetings #4 will occur.

### HIGHLIGHTS

- Principal Gosser is meeting bi-weekly with the design team to discuss community needs and school design.

### CHALLENGES AND SOLUTIONS

- Removal of an existing underground fuel tank in the playground area to be dealt with through design process.



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$37,084,000      | \$35,345,308   | \$2,300,812            | \$35,345,308         | \$0             |

*Current budget is exclusive of program administration costs*

### PROJECT PHOTO GALLERY



Hoover DAC#2 meeting





**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
APRIL 25, 2019**



*Drilling for geotechnical survey at Hoover Elementary*





# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



*Workers from Foundation Engineering and Western States Drilling performing drilling for geotechnical survey*



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



## JEFFERSON ELEMENTARY SCHOOL MAJOR ADDITION AND REMODEL

Project Manager: **Wenaha Group**  
Architect: **DLR Group**  
CM/GC Contractor: **Fortis Construction**

### PROJECT DESCRIPTION

Add six (6) permanent classrooms, create collaborative/small group learning areas, create dedicated PE space by adding multi-use cafeteria, renovate existing classroom space for student support services, add ADA accessible restrooms in Life Skills classrooms, improve ADA accessibility, install energy efficient lighting, replace covered play shelter, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, improve emergency lighting, improve site circulation and parking, replace emergency communication systems, replace sidewalk, secure front entry, and office modifications.

### SCHEDULE

| Key Milestones      | Start      | Completion | % Complete | Comments                   |
|---------------------|------------|------------|------------|----------------------------|
| Pre-Design          | Nov 2018   | March 2020 | 20%        |                            |
| Design & Permitting | March 2020 | Feb 2021   | 0%         | Seismic work not reflected |
| Construction        | March 2021 | Oct 2021   | 0%         |                            |

### CURRENT ACTIVITIES

- Working on estimates and design refinement for the Seismic grant project. This project is primarily funded by the Seismic Rehabilitation Grant Program (cost outside of bond funds).
- Investigation of potential wetlands underway. Report pending.

### ACTIVITIES SCHEDULED FOR NEXT QUARTER

- Investigation regarding possible underground fuel oil tank.
- Seismic construction to start in June.

### HIGHLIGHTS

- Subcontractor bidding process is underway.

### CHALLENGES AND SOLUTIONS

- N/A



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$12,928,559      | \$12,322,158   | \$1,059,275            | \$12,322,158         | \$0             |

*Current budget is exclusive of program administration costs*

### PROJECT PHOTO GALLERY

N/A



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### LINCOLN ELEMENTARY SCHOOL REPLACEMENT SCHOOL

Project Manager: **Wenaha Group**  
Architect: **DLR Group**  
Contractor: **TBD**

### PROJECT DESCRIPTION

Construct new elementary school and demolish existing school. Create new play areas and fields once demolition is complete.

### SCHEDULE

| Key Milestones      | Start      | Completion | % Complete | Comments |
|---------------------|------------|------------|------------|----------|
| Pre-Design          | Aug 2018   | Dec 2018   | 100        |          |
| Design & Permitting | Jan 2019   | March 2020 | 20         |          |
| Construction        | April 2020 | Sep 2021   | 0%         |          |

### CURRENT ACTIVITIES

- Design is in process. Site plan options are being developed.
- DAC Meeting #3 is scheduled for 5/29/19.
- Site observation for wetlands areas report is in process and will be provided soon.
- Geotechnical Exploration is complete, pending report.

### ACTIVITIES SCHEDULED FOR NEXT QUARTER

- City of Corvallis land use and permitting meetings are being scheduled.
- Design Advisory Committee Meetings #4 to be scheduled.

### HIGHLIGHTS

- Luisa Ardila continues being involved and is attending events at the school and engaging Latino parents in the DAC process.
- Principal Hale is meeting bi-weekly with the design team to discuss community needs and school design.

### CHALLENGES AND SOLUTIONS

- N/A





## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$36,917,098      | \$35,185,922   | \$1,570,940            | \$35,185,922         | \$0             |

*Current budget is exclusive of program administration costs*



*Lincoln Design Advisory Committee Meeting (DAC) #2*



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### PROJECT PHOTO GALLERY



*Workers from Foundation Engineering and Western States Drilling perform drilling for the geotechnical survey*





**CORVALLIS SCHOOL DISTRICT  
BOND PROGRAM UPDATE  
APRIL 25, 2019**



*Drilling for the geotechnical survey*



# CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



## LINUS PAULING MIDDLE SCHOOL

RESURFACE TRACK

Project Manager: **Wenaha Group**

Architect: **N.A.**

Contractor: **Beynon**

## PROJECT DESCRIPTION

Resurface existing track.

## SCHEDULE

| Key Milestones      | Start     | Completion | % Complete | Comments |
|---------------------|-----------|------------|------------|----------|
| Pre-Design          | N.A       | N.A.       | N.A.       |          |
| Design & Permitting | Jan 2019  | March 2019 | 90%        |          |
| Construction        | July 2019 | Aug 2019   |            |          |

## CURRENT ACTIVITIES

- Working with Beynon through a cooperative purchasing agreement.

## ACTIVITIES SCHEDULED FOR NEXT QUARTER

- Meeting with staff to finalize track layout and markings.
- Schedule for summer 2019 work will be finalized in the coming weeks.

## HIGHLIGHTS

- N/A

## CHALLENGES AND SOLUTIONS

- N/A

## BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$400,000         | \$400,000      | \$43,127               | \$400,000            | \$0             |

## PROJECT PHOTO GALLERY

N/A





## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### MOUNTAIN VIEW ELEMENTARY SCHOOL MAJOR ADDITION AND REMODEL

Project Manager: **Wenaha Group**  
Architect: **DLR Group**  
CM/GC Contractor: **Fortis Construction**

### PROJECT DESCRIPTION

Add three (3) permanent classrooms, convert existing office to classroom space, create collaborative/small group learning areas, improve ADA accessibility, install energy efficient lighting, replace kitchen flooring, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, enhance emergency communication systems, improve emergency lighting, improve seismic safety, improve site circulation and parking.

### SCHEDULE

| Key Milestones      | Start      | Completion | % Complete | Comments |
|---------------------|------------|------------|------------|----------|
| Pre-Design          | Dec 2018   | March 2019 | 80%        |          |
| Design & Permitting | April 2019 | May 2020   | 0%         |          |
| Construction        | June 2020  | Jan 2021   | 0%         |          |

### CURRENT ACTIVITIES

- Mountain View hosted the Elementary Principal's interior design meeting led by DLR Group.

### ACTIVITIES SCHEDULED FOR NEXT QUARTER

- Upcoming hazardous material sampling and testing

### HIGHLIGHTS

- N/A

### CHALLENGES AND SOLUTIONS

- N/A



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$9,341,711       | \$8,904,029    | \$714,352              | \$8,904,209          | \$0             |

*Current budget is exclusive of program administration costs*

### PROJECT PHOTO GALLERY

N/A



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### WILSON ELEMENTARY SCHOOL MAJOR ADDITION AND REMODEL

Project Manager: **Wenaha Group**  
Architect: **DLR Group**  
CM/GC Contractor: **Fortis Construction**

### PROJECT DESCRIPTION

Add three (3) permanent classrooms, create collaborative/small group learning areas, create dedicated PE space by adding multi-use cafeteria, renovate existing classroom space for student support services, improve ADA accessibility, install energy efficient lighting, replace covered play shelter, upgrade finishes in hallways and shared spaces including floors, paint, and ceilings, upgrade mechanical infrastructure including electrical, heating, and plumbing systems, enhance emergency communication systems, improve emergency lighting secure front entry, and office modifications.

### SCHEDULE

| Key Milestones      | Start      | Completion | % Complete | Comments                   |
|---------------------|------------|------------|------------|----------------------------|
| Pre-Design          | Dec 2018   | Mar 2019   | 20%        |                            |
| Design & Permitting | April 2019 | May 2020   | 0%         | Seismic work not reflected |
| Construction        | June 2020  | Jan 2021   | 0%         |                            |

### CURRENT ACTIVITIES

- Working on estimates and design refinement for the Seismic grant project. This project is primarily funded by the Seismic Rehabilitation Grant Program (cost outside of bond funds).

### ACTIVITIES SCHEDULED FOR NEXT QUARTER

- Investigation regarding possible underground fuel oil tank.
- Seismic construction to start in June.

### HIGHLIGHTS

- Subcontractor bidding process is underway.

### CHALLENGES AND SOLUTIONS

- N/A



## CORVALLIS SCHOOL DISTRICT BOND PROGRAM UPDATE APRIL 25, 2019



### BUDGET SUMMARY 3/31/19

| Original Estimate | Current Budget | Paid/Committed to Date | Projected Total Cost | Budget Variance |
|-------------------|----------------|------------------------|----------------------|-----------------|
| \$12,388,876      | \$11,807,766   | \$1,006,175            | \$11,807,766         | \$0             |

*Current budget is exclusive of program administration costs*

### PROJECT PHOTO GALLERY

N/A





WENHA  
GROUP

[illegible]

# BOND UPDATES

## April 25, 2019



**Corvallis**  
SCHOOL DISTRICT

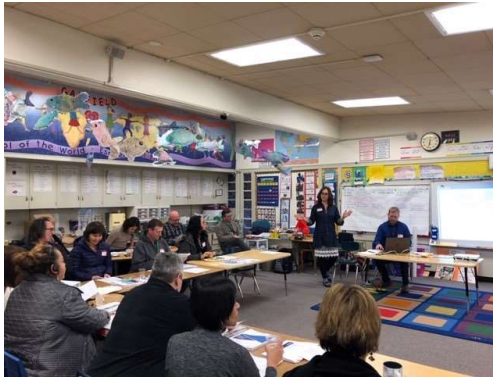
### Garfield Elementary

- Schematic Design 90% complete
- Pre-application meeting with City occurred
- Ongoing Design Advisory Committee meetings

# Garfield Design Advisory Committee Meetings



DAC#2-Activity



DAC#2-Discussions

## Lincoln Elementary

- Site plan options being developed
- Block perimeter requirements – City of Corvallis
- Ongoing Design Advisory Committee meetings

# Lincoln Design Advisory Committee Meetings



DAC#2-Activity



DAC#2-Discussions

## Hoover Elementary

- Potential alignment with Aspen
- Bus drop off location
- Ongoing Design Advisory Committee meetings

# Hoover Design Advisory Committee Meetings



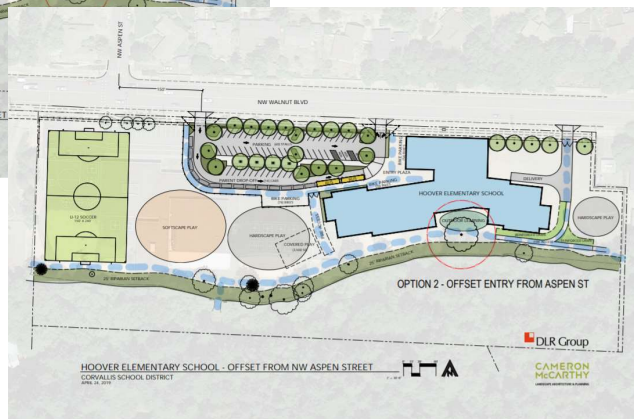
DAC#2-Activity



DAC#2-Discussions



## Hoover Site Concepts



# Crescent Valley High School

- Maximizing scope to align with budget
- First Design Advisory Committee meetings
- Projects scheduled to begin June 2019
  - Building A boiler replacement
  - Track and Field improvements

# Crescent Valley High School



CVHS Core Team meeting



Core Team working on CTE layout



# Corvallis High School

## Projects scheduled to begin June 2019

- CHS Softball Improvements
- Taylor Field Light Replacement
- Track Resurfacing



**CHS  
Softball**



## Linus Pauling Middle School

### Projects scheduled to begin June 2019

- Track resurfacing scheduled summer 2019
- D-Zone improvements scheduled summer 2019

## Cheldelin Middle School

### Projects scheduled to begin June 2019

- Track resurfacing scheduled summer 2019
- D-Zone improvements scheduled summer 2019
- Gymnasium bleachers were replaced during spring break

# Adams, Jefferson, Wilson Seismic Projects

Fortis Construction is working on schedules  
and logistics plans with the schools

Work to begin June 2019



**Corvallis**  
SCHOOL DISTRICT

VI. ELECTRICAL SYSTEMS MAINTENANCE & REPAIR SERVICES  
CONTRACT AWARD (7:45 p.m. approx.)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Facilities and Transportation  
Dewayne Irvin, Maintenance Supervisor  
Meeting Date: April 25, 2019

### **Electrical Systems Maintenance & Repair Services Contract Award**

### **ACTION REQUIRED**

#### **BACKGROUND**

The Facilities Department has a staff electrician that manages most of the electrical maintenance for the district; however, the volume of work district-wide requires us to supplement with contracted services. Annually, we spend approximately \$100,000 on contracted electrical services.

The district advertised a request for proposal (RFP) for electrical systems maintenance and repair services on December 5, 2018 in the Daily Journal of Commerce and on December 7, 2018 in the Corvallis Gazette Times. In addition to the advertisement district staff reached out to local contractors to invite them to participate. A mandatory pre-bid conference was held on January 15, 2019. Bids were due on January 31, 2019, one bid was received from EC Company.

The RFP response provides predictable rate structure for the next three years for low and high voltage services and guaranteed response times (one hour for emergencies and two hours for non-emergencies.) In addition, we will have dedicated electricians who will provide consistent services for our schools. Below are the rates proposed by EC Company:

| <b>Standard Hourly Rate</b> | <b>18/19</b> | <b>19/20</b> | <b>20/21</b> |
|-----------------------------|--------------|--------------|--------------|
| High Voltage Tech           | \$95 / hour  | \$97 / hour  | \$99 / hour  |
| Low Voltage Tech            | \$86 / hour  | \$88 / hour  | \$90 / hour  |

#### **ACTION REQUESTED**

Authorize staff to enter into contracts for Electrical Systems Maintenance & Repair Services.

#### **MOTION REQUESTED**

"I move to authorize staff to enter into contract with EC Company to provide electrical systems maintenance & repair services as defined in the request for proposal dated December 6, 2018."

# **Corvallis School District**



## **REQUEST FOR PROPOSALS**

### **Electrical Systems Maintenance and Repair Services**

Issued: December 6, 2018

Mandatory Pre-Proposal Meeting: January 15, 2019 9:00 AM

Due: January 31, 2019 2:00 PM

Submittal Location: 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333

## INTRODUCTION

The Corvallis School District (the “District”) is requesting competitive proposals with the intent of entering into a contract with a firm able to provide Electrical Systems Maintenance and Repair Services. **This is a qualifications-based selection with cost as a consideration.** Factors such as Contractor customer service, past performance, technical expertise and experience, management capabilities and resources, will form the basis for the criteria considered, in addition to price to perform the scope of work. Award shall be made in accordance with the terms conditions, and requirements stated herein.

## DISTRICT INFORMATION

The Corvallis School District serves the city and surrounding area of Corvallis, Oregon and provides a full range of educational services to more than 6,800 students in grades K-12. District facilities include seven elementary schools, two middle schools, two high schools, one K-8 school, an alternative education center, plus administrative and support services buildings. This contract will perform all aspects of electrical systems maintenance and repair on a work order or proposal basis.

## SCOPE OF SERVICES

The District is seeking proposals from firms who can provide Electrical Systems Maintenance, Servicing, and Repair. The contract for services will extend to June 30, 2021. The following conditions will be required:

- The District will pay for required permits for work within the District. However, acquiring the permits and follow-up inspections and permit close-out will be the responsibility of the Contractor. Said services by the Contractor can be billed at the appropriate hourly rate.
- The Contractor awarded this contract will be awarded first rights of refusal to any outsourced project. If the Contractor is unable to meet the District’s timeline or if it is in the public’s best interest, the District may solicit services from a different source.
- Materials for said project(s) will be billed as a separate line item. Please indicate percentage of mark-up in the quote section of the proposal.
- District requires a dedicated service team to provide continuity in services throughout the District.
- District requires knowledge and experience identifying, troubleshooting, and repairing multiple systems.
- District prefers the selected contractor to provide both high and low voltage systems, with specific experience in the following types of systems:
  - Intercoms
  - Closed Circuit TV
  - Clocks
  - Data Systems
  - Electronic Door Access
  - Telephone
  - Fire Detection Systems
- The District reserves the right to award the Contract or Purchase Order to the most cost effective overall quote or to award a Contract or Purchase Order for portions of the project. The District reserves the right to reject any and all proposals/quotations if it is in the public’s best interest to do so.
- The law requires that when a contract for construction, re-construction, maintenance, or repair for a public agency exceeds \$50,000, the bid or quote specifications must contain a provision stating the minimum hourly rates of pay to be paid to workers, as those rates are

determined by the Labor Commissioner. Prevailing wage shall be paid at the current wage rates published by the Bureau of Labor and Industry. Contracting agencies are required to include in their contracts, a provision that workers shall not be paid less than such rates. (ORS 279.850 - ORS 279.363) However, if the Contractor is asked to provide services on a prevailing wage project, they will be notified in writing of such circumstances.

- Corvallis School District will not receive / consider a bid / quotation unless the bidder is registered with the Oregon Construction Contractors Board as required by ORS 671.530.
- All materials shall be installed according to manufacturer's instructions. Contractor is responsible to post signs and install barricades as required to protect completed work against damage or discoloration. Contractor shall warrant all labor and materials for a period of one year from the date of final acceptance by the District.
- Contractor offering proposal must certify that no asbestos containing building materials will be utilized in fulfilling this contract. Contractor will further certify compliance with ORS 468A.720 relating to asbestos abatement work.
- Any Contractor or their employee who will be on District property without the supervision of a District employee is required to complete the District's criminal background check. Contractor and their employees shall complete the form prior to commencing work on the referenced project. While on District property, Contractors and their employees shall be required to wear identifying clothing or company identification badge and shall provide photo identification upon request. No Contractor or Contractor employee will be allowed in occupied classrooms, student restrooms, or locker rooms without District employee supervision.
- District structures may contain hazardous materials including, but not limited to asbestos, lead, and PCBs. It is the Contractor's responsibility to train their employees and/or sub-Contractors regarding these hazards and meet all OSHA and DEQ requirements. Records regarding hazardous materials can be viewed upon request at the Facilities Office by calling 541-757-5877.
- The District will pay labor rate for one-way travel to the job site, up to 30 minutes.

### **SCHEDULE OF EVENTS**

|                                |                          |
|--------------------------------|--------------------------|
| Publish and Advertise RFP      | December 6, 2018         |
| Mandatory Pre-Proposal Meeting | January 15, 2019 9:00 AM |
| Questions and RFP Protests Due | January 22, 2018 5:00 PM |
| Last Addenda Issued (if any)   | January 24, 2018 5:00 PM |
| Proposals Due                  | January 31, 2018 2:00 PM |
| Proposal Evaluation            | February 1-6, 2019       |
| Notice of Intent to Award      | February 7, 2019         |
| Commencement of Services       | February 15, 2019        |

### **PROPOSAL EVALUATION PROCESS**

A selection committee comprised of District employees will evaluate each proposal to determine the one that is most advantageous to the District based on the evaluation criteria outlined in this RFP. Proposals submitted that do not meet minimum content requirements will not be rated. The committee will consider the merit of information presented in the written responses and is not obligated to conduct further investigation.



The selection committee will add together the points that each committee member assigns and divide the total points by the total number of selection committee members to compute average score for the evaluation questions. The award of this solicitation will be made by the District based on the proposal which, in the selection committee's sole and absolute judgment, will best serve the interests and needs of the District.

## **EVALUATION CRITERIA**

Proposals will be evaluated based upon the following criteria:

1. Ability to provide high voltage and low voltage services. (25 points)
2. Work History with K-12 Education and reference checks. (15 points)
3. Guaranteed response times. (10 points)
4. Experience of Contractors employees (Years of experience with company, qualifications). (5 points)

## **TERMS AND CONDITIONS**

The District expects to enter into a contract with the successful Proposer; however, the District does not guarantee that it will award any contract pursuant to this RFP. While this RFP provides instructions for the preparation of a proposal that will address all RFP requirements, the District reserves the right to reject any and all proposals. This RFP is not an offer to contract. Only the execution of a written contract will obligate the District, in accordance with the terms contained in the contract.

## **QUESTIONS**

All questions and contacts with the District regarding any information in this RFP must be addressed in written form via email to Dewayne Irvin, Maintenance Supervisor, at [dewayne.irvin@corvallis.k12.or.us](mailto:dewayne.irvin@corvallis.k12.or.us).

## **CHANGES OR MODIFICATION TO RFP (ADDENDA)**

The District reserves the right to amend this RFP in any manner prior to award of a contract. Any change or modification to the specifications or the procurement process will be in the form of an addendum to the RFP and will be made available to all Proposers via email. No information received in any manner different than as described herein will serve to change the RFP in any way, regardless of the source of the information. Any request for clarification or change or protest of anything contained in an addendum must be received by the date and time stated in the addendum, or they will not be considered.

## **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposers may modify or withdraw their submitted proposals only prior to the due date and time as indicated in the schedule of events. Any modification or withdrawal shall be made in writing, signed by an authorized representative of the Proposer, and shall state the action requested (i.e. the modified proposal supersedes the prior proposal; the submitted proposal is withdrawn). Modifications or withdrawals must be submitted in an appropriately marked and sealed envelope to the person designated to receive proposals.

## **MISTAKES BY PROPOSER**

The District has the authority to waive any and all minor deviations, informalities or inadvertent nonjudgmental mistakes on any proposal. Such mistakes must be a matter of form, rather than

substance that is clearly evident regarding the proposal or an insignificant mistake that can be waived or corrected promptly without prejudice to other Proposers or the District. Errors in judgement made in a proposal by a Proposer shall not be waived.

### **CLARIFICATION OF RESPONSES**

The District reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and shall be provided to each selection committee member.

### **SELECTION PROTESTS**

Any respondent to this RFP who claims to have been adversely affected or aggrieved by the selection of a competing respondent may submit a written protest of the selection within seven days after notification of that selection to:

Olivia Meyers Buch, SFO  
Finance and Operations Director  
Corvallis School District 509J  
1555 SW 35th Street PO Box 3509J  
Corvallis, OR 97333 Corvallis, OR 97339

Any such protests must be received no later than seven days after the notification of selection has been made in order to be considered. The selection decision notification will be made via email.

### **PROPRIETARY INFORMATION**

The District will retain this RFP and one copy of each original response received, together with copies of all documents pertaining to the award of a contract. These documents will be made part of a file or record, which will be open to public inspection after responder selection and award is announced. If a response contains any information that is considered a trade secret under ORS 192.345(2), mark each sheet with the following legend: "This data constitutes a trade secret under ORS 192.345(2), and must not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bone fide trade secrets, and the exception from disclosure applies only "unless the public interest requires disclosure in the particular instance". Therefore, non-disclosure of documents or any portion of a document submitted as part of a response may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the response, material designated as confidential must accompany the response, but must be readily separable from it. Any response marked as a trade secret in its entirety will be considered non-responsive and will be rejected.

### **INSURANCE PROVISIONS**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specifically outlined in the resulting contract agreement between the

District and Contractor. Such insurance must have the approval of Corvallis School District 509J as to limits, form, and amount. Major requirements are:

1. **COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits of \$2,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project. Limits may be provided by Excess or Umbrella policy.
2. **BUSINESS AUTOMOBILE LIABILITY** insurance comprehensive form with limits of at least \$2,000,000 per Accident. The coverage shall include owned, hired, and non-owned automobiles.
3. **SEXUAL ABUSE AND MOLESTATION.** The Contractor's General Liability policy must not specifically exclude coverage for sexual abuse and molestation. If sexual abuse and molestation coverage is excluded under the General Liability policy, evidence of separate sexual abuse and molestation coverage of not less than \$500,000 per occurrence and \$1,000,000 aggregate each claim, incident, or occurrence must be provided to the District in the form of a certificate of insurance and must be approved by the District prior to the execution of this Agreement.
4. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** insurance as statutorily required for persons performing work under this Agreement. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employer's Liability coverage, with limits of at least \$500,000 each accident / \$500,000 policy limit / \$500,000 each employee.

#### **ADDITIONAL REQUIREMENTS**

Pursuant to ORS 279A.105, by submitting a proposal, the proposer certifies that the proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts.

Pursuant to ORS 279A.105, proposers are hereby notified that policies applicable to consultants and contractors have been adopted that prohibit sexual harassment and that proposers and their employees are required to adhere to the District's policy prohibiting sexual harassment in their interactions.

#### **PROPOSAL REQUIREMENTS**

1. Attendance at a **mandatory pre-proposal meeting:**  
9:00 AM, Tuesday, January 15, 2019  
Corvallis School District Office  
1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333
2. Proposal receipt by District prior to the **Response Date**  
2:00 PM, Thursday, January 31, 2019  
Facilities and Transportation  
ATTN: Dewayne Irvin  
Corvallis School District Office  
1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333
3. At a minimum, proposals must include the following information:
  - a. High-voltage service standard hourly rate for 2018-19, 2019-20, and 2020-21.
  - b. High-voltage service overtime hourly rate for 2018-19, 2019-20, and 2020-21.

- c. Low-voltage service standard hourly rate for 2018-19, 2019-20, and 2020-21.
- d. Low-voltage service overtime hourly rate for 2018-19, 2019-20, and 2020-21.
- e. Percentage of mark-up on materials for 2018-19, 2019-20, and 2020-21.
- f. Guaranteed response times (in hours) for Emergency and non-Emergency incidents.
- g. Detailed description of:
  - i. added services your firm will provide, if any,
  - ii. dedicated service providers,
  - iii. product certifications,
  - iv. company history,
  - v. employee training programs and any associated expenses.
- h. Information regarding school district experience, including references for school district and/or government agency work projects completed within the past five years.
- i. Cover letter signed by Contractor's authorized representative asserting firm name, business type, Contractors Board License number, address, website (if applicable), telephone, authorized representative's name and title.



# Corvallis

SCHOOL DISTRICT

VII. CRESCENT VALLEY HIGH SCHOOL – BOILER REPLACEMENT (7:50 p.m. approx.)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Facilities and Transportation  
Meeting Date: April 25, 2019

### **Crescent Valley High School – Boiler Replacement**

### **ACTION REQUESTED**

#### **Background**

In May 2018, voters approved a Facilities Improvement Bond in the amount of \$199,916,925. Upgrading mechanical infrastructure at Crescent Valley High School was included in the bond promise. The boiler in CVHS, Building A, is failing, thus requiring replacement during summer 2019 ahead of the other mechanical, electrical and plumbing upgrades.

Gerding Builders, LLC, the Construction Manager/General Contractor (CMGC) selected for the secondary school projects, received bids for the CVHS Building A boiler replacement project on March 28, 2019. A representative from Wenaha Group monitored the bidding process ensuring compliance with procurement laws, regulations and district policies.

The Guaranteed Maximum Price (GMP) amount proposed is \$696,509, which is within the promised budget for electrical, heating, and plumbing upgrades at Crescent Valley High School. Approval of a GMP Amendment at the April 25, 2019 board meeting will allow the boiler replacement to occur during the summer of 2019.

#### **ACTION REQUESTED**

Authorize staff to execute a GMP Amendment to the Gerding Builders, LLC contract for the Crescent Valley High School, Building A, boiler replacement.

#### **MOTION REQUESTED**

"I move to authorize staff to execute a Guaranteed Maximum Price Amendment to the Gerding Builders, LLC contract for the Crescent Valley High School, Building A, boiler replacement in the amount of \$696,509."



# Corvallis

SCHOOL DISTRICT

## VIII. SEISMIC UPGRADES – ADAMS, JEFFERSON, AND WILSON ELEMENTARY SCHOOLS (7:55 p.m. approx.)





# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Facilities and Transportation  
Meeting Date: April 25, 2019

### **Seismic Upgrades – Adams, Jefferson, and Wilson Elementary Schools**

### **ACTION REQUESTED**

#### **Background**

In May 2018, voters approved a Facilities Improvement Bond for \$199,916,925. Seismic improvements at several schools were included within the bond promise. In addition to bond funds, the district received three seismic rehabilitation grants from the State of Oregon to help offset the work at Adams, Jefferson and Wilson Elementary Schools.

Fortis Construction, the Construction Manager/General Contractor (CMGC) selected for the elementary school addition and renovation projects, received bids for the seismic improvements at Adams, Jefferson, and Wilson on April 5, 2019. A representative from Wenaha Group monitored the bidding process ensuring compliance with procurement laws, regulations and district policies.

The Guaranteed Maximum Price (GMP) amount proposed is \$4,219,965. Funding for this work is from the bond and from the State of Oregon's seismic grant program. The bids for this project have exceeded the budgeted line items in the bond promise. Overages will be covered by each school's contingency within their approved school (bond) project budgets.

Approval of the GMP Amendment at the April 25, 2019 board meeting will allow the seismic upgrades for these three schools to occur during the summer of 2019, thereby preserving the district's eligibility for the \$1,811,116 in state seismic rehabilitation grants, which mandate that work is completed by September 30, 2019.

#### **ACTION REQUESTED**

Authorize staff to execute a GMP Amendment to the Fortis Construction contract to include seismic upgrades at Adams, Jefferson, and Wilson Elementary Schools.

#### **MOTION REQUESTED**

"I move to authorize staff to execute a Guaranteed Maximum Price Amendment to the Fortis Construction contract, for the seismic upgrades at Adams, Jefferson, and Wilson Elementary Schools in the amount of \$4,219,965."



# Corvallis

SCHOOL DISTRICT

- IX. SOFTBALL IMPROVEMENTS – CORVALLIS HIGH SCHOOL (8:00 p.m. approx.)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kim Patten, Director of Facilities and Transportation  
Meeting Date: April 25, 2019

### **Softball Improvements – Corvallis High School**

### **ACTION REQUESTED**

#### **Background**

In May 2018, voters approved a Facilities Improvement Bond in the amount of \$199,916,925. Improvements to the Corvallis High School varsity softball field to address Title IX compliance were included in the bond promise. The softball field improvements include field drainage, new dugouts, team rooms, concessions, and restrooms.

Gerding Builders, LLC, the Construction Manager/General Contractor (CMGC) selected for the secondary school projects, received bids for the softball field improvements April 9, 2019. A representative from Wenaha Group monitored the bidding process ensuring compliance with procurement laws, regulations and district policies.

The Guaranteed Maximum Price (GMP) amount proposed is \$982,894. The bid amount is approximately 45% over the estimated budget in the bond promise. In accordance with the district's Bond Management Plan, Wenaha Group evaluated the scope of this project with the bond leadership team and it was determined that reducing the scope of work would not be compliant with Title IX. The overage will be covered by the Corvallis High School's contingency within their approved bond project budget.

Approval of the GMP Amendment at the April 25, 2019 board meeting will allow the Corvallis High School softball improvements to be completed before the 2020 softball season.

#### **ACTION REQUESTED**

Authorize staff to execute a GMP Amendment to the Gerding Builders, LLC contract for softball improvements at Corvallis High School.

#### **MOTION REQUESTED**

"I move to authorize staff to execute a Guaranteed Maximum Price Amendment to the Gerding Builders, LLC contract for the Corvallis High School softball improvements in the amount of \$982,894."



# Corvallis

SCHOOL DISTRICT

X. SCHOOL SAFETY UPDATE (8:05 p.m. approx.)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board

Prepared by: Kevin Bogatin

Meeting Date: April 25, 2019

Applicable Policies:

[Board Policy EB--Safety Policy](#)

[Administrative Regulation EB-AR--Safety Program](#)

[Board Policy EBCB--Emergency Drills](#)

[Board Policy GBE--Staff Health and Safety](#)

## 2018-2019 Corvallis School District Safety Report

**NO ACTION REQUIRED**

### Summary

District leaders received training at the beginning of August, 2018 as a refresher of the Standard Response Protocol (SRP) provided by the non-profit, I Love U Guys Foundation which is utilized throughout Corvallis K-12 schools. Administrators completed SRP training with building staff during August Professional Development days. One difference was the re-branding of school materials to the SRP-X (extended) which includes the "Hold" action. Emphasis was placed on situational awareness, safety mindset, and the significance of meaningful drilling for staff and students.

In November, 2018, an abbreviated team completed the Reunification Operation Kit. The materials for this were also obtained from the I Love U Guys Foundation. The kit supports accountable reunification of students with parents and guardians through an organized Incident Command scheme based on FEMA organizational systems. In conjunction with the completion of the kit, discussion, and preliminary planning efforts have taken place as the district reviews possible reunification sites.

In December, a safety response at CHS spurred conversations concerning school communications with families during threat investigations. Superintendent, Ryan Noss shared an update with the board on December 13 regarding the delicate balance of information, privacy, and safety. In January, district leadership met with CHS leadership students for a listening session to hear student voice surrounding school violence and district communication. Students expressed concern for school violence and articulated the desire for honest regular communication, frequent drilling, and active partnership in student safety decisions.

The district is currently partnering with police, fire, and medical entities to schedule a coordinated active threat response at Crescent Valley High School. The primary goal of this exercise is to give first responders the opportunity to neutralize a threat, clear buildings,

triage care, and deliver individuals to transportation in a controlled simulation exercise. Planning for this exercise began in January for the June exercise date. On February 12, Samaritan hosted a mass casualty tabletop using the CVHS hypothetical event as their example. District staff who participated learned about how victims would be assessed, classified, and separated for care. This cooperative training was extremely beneficial as each entity involved shared their respective response framework. The district is also represented on committees within the city and county to develop and assess community reunification plans and emergency preparedness.

District Student Resource Officer (SRO), Evan Hull attended the comprehensive annual SRP and reunification training in Denver, Colorado in July, 2018. In August, Officer Hull presented situational awareness at the Annual Health and Safety Training for administrative teams. In addition to providing guidance and support to school sites, Officer Hull also participates in the monthly district safety leadership team meetings, conducts student safety presentations, manages safety walk-throughs, assists in school drills, and has participated in bond safety design guidance. Furthermore, Officer Hull played a pivotal role in launching digital aerial and floor maps and photos of all CSD schools into all Corvallis PD vehicles.

With additional FTE added to district nursing for 2018-2019, the direct support of buildings has improved significantly. One of the major accomplishments being the organization of monthly health room assistant meetings as a way to cooperatively disseminate information and address training shortcomings. Another area of improvement has been the training and standardization of field trip requests. Additional training for office managers, updated forms and consistency in processing has enhanced oversight of health and safety considerations for trips.

The district nurses have continued to evaluate health room procedures to increase safety and efficiency. Select health rooms are piloting digital record keeping to simplify health room logs. Additional eye wash stations were added to all secondary buildings. Nurses completed comprehensive medication audits and individualized training as needed to support school offices. Nursing department also purchased safe medication disposal units for each building that will be installed in each health room to ensure the proper destruction and disposal of medications that are dropped, wasted or not picked up after expiration date.

Throughout the year, the Office Managers (OM) have been brought together for an opportunity for learning and professional development. Each one of the OM Meetings includes an aspect of safety. The topics this year have included: accessing health protocols, navigating material safety data sheets, drill expectations, and understanding of incident command structure at district office. Each topic is chosen carefully to address current

health and safety needs and to provide OM's with the necessary information and resources to support staff and student safety.

### 2019-2020 Goals

- Training and support of school administrative teams in effective, timely, and transparent communication techniques.
- Training and professional development to strengthen district office staff in reunification methods.
- Publicity of student reporting mechanisms such as SafeOregon tip line and promotion of anti-bullying and harassment school environments.
- Strengthening of the incident command process including timely de-briefs of incidents that occur within the district to identify learning opportunities.

### Involvement

Staff members: Kevin Bogatin, Erika Cook, Karen Selander and the District Safety Leadership Team



# Corvallis

SCHOOL DISTRICT

- XI. DIVISION 22 STANDARDS -- DRUG AND ALCOHOL EDUCATION (8:25 p.m. approx.)





# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Kevin Bogatin, Assistant Superintendent  
Meeting Date: April 25, 2019  
Applicable Policy:

[Board Policy IGAEB--Drug, Alcohol and Tobacco Prevention, Health Education](#)

### **Division 22: OAR 581-022-2045 Prevention Education Programs in Drugs & Alcohol**

### **NO ACTION REQUIRED**

#### Overview

On January 11, 2019 the District gave its annual report to the Board and community regarding compliance of Standards for Public Elementary and Secondary Schools as outlined in OAR Chapter 581, Division 22 for the 2017-2018 school year.

The district is currently out of compliance with OAR 581-022-2045 Prevention Education Programs in Drugs & Alcohol and is required to do the following:

1. Develop a comprehensive plan for an alcohol and drug abuse prevention program K-12.

The district plan is currently in draft form and will include all of the required elements outlined in the OAR. It is currently being edited and refined with input and feedback from district administrators and the Teaching & Learning Department. This spring and fall the plan will be presented to parents, teachers, local community agencies, and persons from the health or alcohol and drug service community who are knowledgeable of the latest research information. The final plan will be presented to the school board in the fall of 2019 for approval.

2. Deliver annual, age-appropriate instruction about drug and alcohol prevention to all high school students, grades 9-12.

We know that drug and alcohol use and abuse is and has been a consistent concern at the secondary level. Benton County data in Table 101 from our latest Oregon Healthy Teens Survey shows that drug and alcohol use may be slightly below state averages, but still indicates the need for ongoing prevention training. The data in Table 122 also shows that alcohol use begins in elementary school for some of our students and begins to increase in middle school, spiking at age 15-16, just when students are receiving their driving license.

Table 101: 30 Day Use

|                                                                             | Grade 8  |         | Grade 11 |         |
|-----------------------------------------------------------------------------|----------|---------|----------|---------|
|                                                                             | County % | State % | County % | State % |
| Had at least one drink of alcohol                                           | 3.9      | 10.3    | 28.5     | 26.9    |
| Had 5 or more drinks of alcohol in a row, that is, within a couple of hours | 1.1      | 4.6     | 13.3     | 14.1    |
| Smoked cigarettes                                                           | 0.3      | 3.0     | 4.1      | 7.7     |
| Used an e-cigarette or other vaping product                                 | 1.7      | 6.3     | 11.9     | 12.9    |
| Used marijuana or hashish                                                   | 1.8      | 6.7     | 19.4     | 20.9    |
| Used prescription drugs without a doctor's orders                           | 2.4      | 4.9     | 3.1      | 6.6     |

• Percentages exclude missing answers.

Table 122: How old were you when you had your first drink of alcohol other than a few sips?

|                                                           | Grade 8  |         | Grade 11 |         |
|-----------------------------------------------------------|----------|---------|----------|---------|
|                                                           | County % | State % | County % | State % |
| I have never had a drink of alcohol other than a few sips | 83.5     | 73.2    | 43.9     | 44.7    |
| 8 years old or younger                                    | 2.8      | 4.9     | 2.5      | 3.5     |
| 9 years old                                               | 1.0      | 1.4     | 0.3      | 0.9     |
| 10 years old                                              | 1.1      | 2.2     | 1.5      | 1.9     |
| 11 years old                                              | 1.1      | 2.5     | 0.7      | 1.3     |
| 12 years old                                              | 3.1      | 4.7     | 2.3      | 3.2     |
| 13 years old                                              | 6.3      | 8.3     | 6.1      | 5.4     |
| 14 years old                                              | 1.2      | 2.8     | 12.0     | 8.9     |
| 15 years old                                              | 0.0      | 0.0     | 17.1     | 14.1    |
| 16 years old                                              | 0.0      | 0.0     | 12.4     | 12.9    |
| 17 years old or older                                     | 0.0      | 0.0     | 1.2      | 3.1     |

• Percentages exclude missing answers.

As stated in the district's previous report, drug and alcohol instruction occurs annually in high school health courses, typically taken in grade 9 and grade 12. The curriculum presented in those health courses is aligned to state standards and was created in cooperation with the CLEAR Alliance, a statewide non-profit organization that offers support in creating fact-based marijuana and e-cigarettes/vaping training and resources.

In 2019-2020 the district will be piloting prevention curriculum in 10th and 11th grade advisory classes. In 10th grade, the focus will be on alcohol prevention as students are also preparing to drive.

Currently our high school staff is reviewing research-based materials that will be piloted in advisory classes this coming school year. The 11th grade advisory classes will focus primarily on marijuana and vaping. Our high schools have seen an increase in vaping-related incidents and our data indicates that this is an area where additional prevention education is needed.

All high school students take a second health class such as Health 2 or Personal Relationships in their junior or senior year. In those classes, physical, emotional, and behavioral effects of drug use, decision making, influences, refusal skills, signs of addiction, prevention of drug use/abuse, and societal issues of drug use (such as effects on communities, states, nation) are discussed. In Senior Seminar, students again revisit drug and alcohol prevention topics. Our Teaching & Learning team is currently researching age-appropriate curriculum and training materials that will be reviewed by administrators.



**Corvallis**  
SCHOOL DISTRICT

XII. SUPERINTENDENT'S 2019-2022 EMPLOYMENT CONTRACT (8:55 p.m.  
approx.)



# Corvallis

## SCHOOL DISTRICT

Prepared for: Corvallis School Board  
Prepared by: Vincent Adams, School Board Chair  
Meeting Date: April 25, 2019

### **Superintendent's 2019-2022 Employment Contract**

### **ACTION REQUESTED**

#### Background

Compared to the superintendent contracts in peer districts, Ryan Noss' current contract places his compensation substantially below the peers for the Corvallis School District and on par with the 42nd district (Baker) in Oregon by enrollment. Based on this comparison of superintendent contract data, Board Chair Adams and Vice Chair Al-AbdRabbuh negotiated on behalf of the Board with the goal of bringing Superintendent Noss' compensation on average with the peers of the Corvallis School District over a three year contract.

Following are highlights from the contract:

- The agreement shall commence on July 1, 2019 for a three-year term.
- Salary the first year will be \$153,444 (COLA equal to the lowest COLA offered to any of the employee groups plus a 3.8% step increase over 2018-19) for 260 contract days.
- In the second year, the base salary will be \$162,343 and will be changed at the same rate.
- In the third year, the base salary will be \$171,157 and will be changed at the same rate.
- Fringe benefits include:
  - ♦ Medical, dental, and vision benefits as accorded to other non-represented employees of the District.
  - ♦ A long-term disability insurance plan that covers up to 66.67% of salary up to a maximum of \$6,000 per month.
  - ♦ A life insurance plan that provides up to \$200,000 term-life with benefits reduction beginning at age 70.
  - ♦ A District contribution of \$1,000 a month toward a tax-sheltered annuity.
  - ♦ A stipend of \$750 a month, as taxable income, for use of personal automobile for District business.
  - ♦ Tuition reimbursement for college coursework related to educational leadership and completion of an advanced degree, up to \$20,000 from the point of original hire date in Corvallis, which includes a repayment schedule if he resigns before completing his contract.

**ATTACHMENT: 2019-2022 Superintendent Contract**

**ACTION REQUESTED:**

Approve the attached Superintendent Employment Contract as submitted by Chair Adams and Vice Chair Al-AbdRabbuh.

**MOTION REQUESTED:**

"I move to approve the 2019-2022 Superintendent Employment Contract as submitted by Chair Adams and Vice Chair Al-AbdRabbuh."

**SUPERINTENDENT EMPLOYMENT CONTRACT**  
**Between**  
**RYAN NOSS**  
**and the**  
**CORVALLIS SCHOOL DISTRICT 509J**  
**(Linn and Benton Counties, Oregon)**

THIS AGREEMENT is made and entered into this      **day of April, 2019** by and between CORVALLIS SCHOOL DISTRICT 509J, acting by and through the School Board of Directors, hereinafter referred to as the “School Board,” and RYAN NOSS, hereinafter referred to as “Superintendent.”

**WITNESSETH:**

WHEREAS, Superintendent is desirous of serving as the chief executive officer of the District and to perform all duties required by that office; and

WHEREAS, School Board is desirous of securing a Superintendent to supervise and direct the schools and the educational program of the District under the general supervision of the District’s School Board; and

WHEREAS, the School Board and Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of the effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the Schools;

NOW THEREFORE, in consideration of the mutual promises contained herein, the School Board hereby employs Ryan Noss as the Superintendent of Corvallis School District, in and for said District, and Superintendent hereby accepts such employment upon the terms and conditions set forth below.

**SECTION 1. TERM:**

This Agreement shall commence on July 1, 2019, and terminate on June 30, 2022.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the School Board or Superintendent to terminate this Agreement at any time subject only to the provisions herein relating to termination.

During the term of this agreement, the Superintendent, subject to approval of Board Chair, may take up to five (5) days annually to undertake speaking engagements, teach at the university level, write and conduct other consultant activities for honoraria/consultant fees and expenses. The Superintendent shall retain all rights to such of his writings as may be published.

**SECTION 2. LENGTH OF AGREEMENT, SUBSEQUENT CONTRACTS:**

In accordance with Oregon law, ORS 332.505, this Agreement is for a period of three years. This Agreement may be extended each year for one additional year by mutual agreement following July 1<sup>st</sup> of each year creating a rolling three-year contract. This extension is dependent on a satisfactory evaluation of the superintendent and is at the discretion of the Board. This Agreement may be altered at any time by mutual agreement of the District and the Superintendent. By April 15, 2022, the Superintendent shall provide the School Board with written intent to negotiate compensation for contract years beyond June 30, 2022.

Subject to the mutual extension option, this Agreement shall automatically expire at the end of its term. The Board and Superintendent agree that notice has been given as required by ORS 342.513 of nonrenewal of the Superintendent's contract by March 15, 2022, unless the Board has acted prior to that date to offer a new contract. This Agreement is only for the term provided above and may only be extended as provided herein; it shall not be renewed by any statutory automatic renewal provision.

Any section of this Agreement may be proposed for modification at the request of the Superintendent. The School Board will have 60 days from the time of the request to make its decision regarding the proposed contractual change.

### **SECTION 3. DUTIES:**

The Superintendent is the chief executive officer of the School District. In that capacity the Superintendent has the primary responsibility for execution of School Board policy. The Superintendent shall direct and assign the staff of the District; organize, reorganize, and arrange the administrative and supervisory staff as best serves the District; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules, and procedures deemed necessary and appropriate for managing the District and implementing its responsibilities; and in general, perform all duties reasonably incident to the office of Superintendent and such other duties as may be specified and/or delegated by the School Board. In addition to the duties and responsibilities as provided by law, Superintendent shall have additional authority, duties and responsibilities set forth in the position description of Superintendent (Board policies CB and CBA).

Subject to the provisions of the Oregon Public Meetings Law, the Superintendent is entitled to attend all School Board meetings, except executive sessions held to discuss the Superintendent's performance, unless invited by the School Board, and all Board and citizen committee meetings. The Superintendent is an ex-officio member of all School Board committees and may provide recommendations on matters considered by those groups.

### **SECTION 4. SUPERINTENDENT'S LICENSE:**

Superintendent shall maintain throughout the life of this Agreement a valid and appropriate license to act as the Superintendent of Schools as required by the State of Oregon. Failure to maintain such license shall constitute cause for immediate termination of this contract.

### **SECTION 5. PROFESSIONAL LIABILITY:**

The School Board agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of the Superintendent's employment, as permitted by law.

### **SECTION 6. PERFORMANCE GOALS:**

Annually, and no later than April 15, the School Board shall, in consultation with the Superintendent, establish general goals and specific objectives for the following school year. The goals and objectives shall be established in writing and be among the criteria for evaluation of the Superintendent.



## **SECTION 7. PERFORMANCE REVIEW:**

The School Board may in its discretion meet in Executive Session and evaluate and assess in writing the performance of the Superintendent no later than May 1 of each year during the term of this contract. The evaluation shall be based upon the Superintendent's position description as identified in Board Policy CBA, and the goals and objectives established by the School Board for the Superintendent under Section 6. Evaluations shall be conducted for the purposes of evaluating the Superintendent's management of the District, improving District leadership, maintaining open and effective communication between the School Board and the Superintendent, and enhancing relations between the School Board and the Superintendent. The Superintendent shall be entitled to meet with the School Board to review the evaluation and to provide any information that he deems pertinent. The School Board will also conduct a mid-year check-in review for the same purposes.

## **SECTION 8. PROFESSIONAL GROWTH:**

The School Board encourages the continuing professional growth of Superintendent through Superintendent's reasonable participation in:

- A. Seminars and courses offered by public or private educational institutions.
- B. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent's professional responsibilities for the District.
- C. Up to two national education conference/meetings each year; additional national conferences will require School Board prior approval. Out-of-state travel shall require prior approval by the School Board.
- D. Conferences, workshops, and committee work related to school executive organizations.

Expenses for travel will be reimbursed when the travel has the advance authorization of the School Board. Reimbursement for mileage will be based on the Internal Revenue Service rate at the time the expense is incurred. Superintendent will exercise the same economy as a prudent person traveling on personal business and will differentiate between business expenditures and bills for personal convenience.

## **SECTION 9. CONTRACT DAYS:**

Superintendent shall be required to render 260 days of full and regular service to the District during each year of this Agreement. These days shall include:

- A. Holidays: Superintendent shall have the holidays available to non-represented employees;
- B. Sick Leave: Sick leave shall be credited to Superintendent's account in accordance with ORS 332.507 and shall accrue during the term of this Agreement at the rate of 12 days per year. The Superintendent may bring to Corvallis any amount of sick leave accumulated from an Oregon public school district as verified by the previous employing district;

- C. Personal Days: Superintendent shall have the same personal leave days and conditions available to non-represented employees; and
- D. Vacation: Superintendent shall be entitled to 30 days of vacation per year. The Superintendent may accumulate 15 vacation days from one contract year into the next contract year. Vacation days shall not accumulate beyond 30; any vacation days in excess of 30 shall be forfeited as of July 1 of the next contract year. Any accumulation consistent with the provisions of this section, to a limit of 12 days per fiscal year, may be cashed out by the Superintendent at any time each contract year on a per diem basis at the current year's rate of pay.

#### **SECTION 10. SALARY:**

For the 2019-2020 school year, the School District shall pay Superintendent an annual salary base rate of \$153,444 (2% COLA plus a 3.8% step increase over 2018-19). In the following two years of this Agreement the Superintendent annual salary will increase according to a COLA equal to the lowest COLA offered to any of the employee groups plus a 3.8% base rate step. Salary will be paid in 12 equal monthly payments commencing on July 1.

The salary rate may be adjusted by mutual agreement between the School Board and the Superintendent, for work performed or to be performed, by the Superintendent. The salary may be decreased for lack of funds to continue the education program at its anticipated rate, to the same extent as provided for the non-represented salary employees.

#### **SECTION 11. FRINGE BENEFITS:**

The Superintendent shall receive, unless otherwise improved upon by mutual agreement between the School Board and the Superintendent:

- A. Insurance. The District shall pay premiums for insurance for:
  - 1. Medical, dental, vision: The same benefits as accorded to other non-represented employees of the District.
  - 2. Long-term disability: A long-term disability insurance plan that covers up to 66.67% of salary up to a maximum of \$6,000 per month.
  - 3. Life insurance: A life insurance plan that provides up to \$200,000 term-life with benefits reduction beginning at age 70.
- B. PERS. Upon qualification for PERS, the District shall make the same contribution accorded to other non-represented employees of the District.
- C. Tax-sheltered annuity. A District contribution of \$1,000 a month toward a 403(b) plan of the Superintendent's choice through one of the District-approved vendors. The Superintendent is responsible that such TSA contributions are within the IRS regulations.

- D. Auto allowance. The District will pay the Superintendent a stipend of \$750.00 a month, as taxable income, for use of personal automobile for District business. Travel outside of the District shall be turned in by the Superintendent to the District for reimbursement by District at the IRS rate.
- E. Tuition. The District will conditionally reimburse the Superintendent up to \$20,000, for college coursework related to educational leadership and completion of an advanced degree based on the repayment schedule below. Tuition will be reimbursed upon proof of payment and successful course completion. If the Superintendent resigns before completing his full employment obligation then he will be required to reimburse the Corvallis School District 50% of the tuition reimbursement paid, subject to the limits in the repayment schedule below.

| School year    | Repayment amount |
|----------------|------------------|
| End of 2019-20 | Up to \$7,500    |
| End of 2020-21 | Up to \$5,000    |
| End of 2021-22 | Up to \$2,500    |

#### **SECTION 12. MEMBERSHIP DUES:**

The District shall pay the cost of Superintendent's annual membership dues in the following organizations:

- A. Professional organizations: Rotary, AASA, COSA, OASE, and Corvallis Chamber of Commerce.
- B. Such other dues as may be agreed upon by the Superintendent and the School Board.

#### **SECTION 13. EXPENSES:**

The Superintendent's expenses in carrying out the Superintendent's authorized duties will be reimbursed upon submission of a properly completed and approved voucher and receipts as required by the business office. Such expenses may be incurred and approved in line with budgetary allocations for specific types of expenses. The Finance and Operations Director will be responsible for ensuring that budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget.

The District shall provide a laptop for the Superintendent's home for District business use only.

#### **SECTION 14. PERMANENT DISABILITY OF THE SUPERINTENDENT:**

Notwithstanding anything in this Agreement to the contrary, the School Board is hereby given the option to terminate this Agreement in the event that the Superintendent shall become permanently disabled during the term of this Agreement or any extension thereof. Permanent disability is a disability which incapacitates the Superintendent from performing the duties under this Agreement on a regular and continuing basis, based on information from the Superintendent's physician. Such option shall be exercised by the School Board giving twenty (20) days written notice to Superintendent by registered mail and addressed to Superintendent at the District Office or at such other address as Superintendent shall furnish in writing to the District.

During any such period of disability and until final termination, Superintendent's compensation shall be in the amount provided in the disability insurance policy to be provided by the District and in lieu of salary described in Section 10. Upon final termination of this Agreement, Superintendent's compensation will continue to be provided by the terms of the disability insurance policy.

In no event shall the amount paid to the Superintendent exceed the full rate of pay of the Superintendent including PERS and insurance benefits.

If a question exists concerning the capacity of the Superintendent to return to Superintendent's duties, the School Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The District shall provide the names of three approved physicians; the Superintendent may choose any of the three physicians to conduct said examination. The examination shall be done at the expense of the District. The physician shall limit the report to the issue of whether the Superintendent has a permanent disability as defined herein. The uncertainty of indefinite leave may create an undue hardship upon the District.

#### **SECTION 15. TERMINATION:**

- A. Mutual Agreement: This contract may be terminated at any time upon the mutual agreement of the parties.
- B. By Superintendent: The Superintendent may resign upon sixty (60) days advance written notice to the School Board.
- C. By School Board for Cause: The School Board may terminate this employment agreement for cause, which means such conduct that is seriously prejudicial to and which substantially affects the fundamental mission of the District. Such conduct includes, but is not limited to, neglect of duty, breach of contract, inefficiency, immorality, insubordination, conviction of a crime involving moral turpitude, inadequate performance, failure to comply with such reasonable requirements as the School Board may prescribe to show normal improvement, evidence of professional training and growth, or failure to maintain in good standing a valid and appropriate license to act as Superintendent of Schools as required by the State of Oregon. Other reasons may constitute cause for dismissal, but other such reasons, for purposes of this contract, will be interpreted to include or cover only those reasons which are the same general nature or class as those reasons which are set forth above. If the School Board seeks to terminate the Superintendent for cause, it shall provide written notice at least ten (10) days prior to the effective date of termination. That notice must contain a statement of reasons constituting cause describing the alleged grounds with sufficient particularity as to afford the Superintendent a reasonable opportunity to respond. If the School Board chooses to consider termination of the Superintendent for cause, it shall provide written notice at least ten (10) days prior to the date of such proceedings. That notice must contain a statement of reasons constituting cause describing the alleged grounds with sufficient particularity as to afford the Superintendent a reasonable opportunity to respond. The Superintendent shall be entitled to a due process hearing before the School Board and a written decision setting forth the School Board's decision, and its reasons with regards to termination shall be provided to the Superintendent within ten (10) days after the decision to terminate.

## **SECTION 16. APPLICABLE LAW**

This Agreement is to be construed in accordance with the Board policies, the Administrative rules adopted by the School Board and under the laws of the State of Oregon. The venue for resolving all legal disputes under this contract is the Circuit Court of the State of Oregon, for Benton County.

If any specific clause or portion thereof in this Contract is determined to be unenforceable under law, the remaining clauses of this Contract shall not be affected and shall continue to be enforceable.

**IN WITNESS WHEREOF**, the School Board by resolution duly and regularly adopted has caused two originals of this Agreement to be signed in the name of the Corvallis School District by the Chairperson of the School Board and the Superintendent.

### **DISTRICT:**

Corvallis School District 509J  
(Linn and Benton Counties, Oregon)

By: \_\_\_\_\_  
Vincent Adams, Board Chair

Dated: \_\_\_\_\_, 2019

### **SUPERINTENDENT:**

Ryan Noss

By: \_\_\_\_\_  
Ryan Noss

Dated: \_\_\_\_\_, 2019



**Corvallis**  
SCHOOL DISTRICT

XIII. ADOPT 2019-20 SCHOOL BOARD MEETING SCHEDULE (9:00 p.m. approx.)



# Corvallis

SCHOOL DISTRICT

## Board of Directors 2019-20 Meeting Schedule

*(Submitted for Adoption on 04-25-19)*

- August 15, 2019 – Business Meeting
- August 22, 2019 – Retreat
- September 12, 2019 – Business Meeting
- September 26, 2019 – Special Meeting
- October 10, 2019 – Business Meeting
- October 24, 2019 – Special Meeting
- November 14, 2019 – Business Meeting (and School Improvement Plans)
- December 12, 2019 – Special Meeting (School Improvement Plans)
- December 19, 2019 – Business Meeting
- January 9, 2020 – Business Meeting
- January 16, 2020 – Special Meeting
- February 6, 2020 – Business Meeting
- February 20, 2020 – Special Meeting
- March 5, 2020 – Business Meeting
- April 9, 2020 – Business Meeting
- April 16, 2020 – Special Meeting
- April 30, 2020 – Budget Committee Meeting
- May 7, 2020 – Business Meeting
- May 14, 2020 – Budget Committee Meeting
- May 21, 2020 – Special Meeting
- May 28, 2020 – Budget Committee Meeting
- June 11, 2020 – Business Meeting

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Meetings generally begin at 6:30 p.m. at the School District Office, 1555 SW 35<sup>th</sup> Street, Corvallis. Meeting times, locations, dates, and types are subject to change. Public comment is generally accepted only at business meetings. Current meeting agendas, supporting materials, and information about how to provide input to the School Board are available on the [School Board webpage](https://www.corvallis.k12.or.us/school-board).

For more information, contact Julie Catala at 541-757-5841 or at [julie.catala@corvallis.k12.or.us](mailto:julie.catala@corvallis.k12.or.us)



# Corvallis

SCHOOL DISTRICT

## Board of Directors 2019-20 Meeting Schedule

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For more information, contact Julie Catala at 541-757-5841 or at [julie.catala@corvallis.k12.or.us](mailto:julie.catala@corvallis.k12.or.us)





# Corvallis

## SCHOOL DISTRICT

XIV. BOARD MEMBER COMMENTS (9:05 p.m. approx.)

XV. ADJOURNMENT (9:15 p.m. approx.)

\*All times are approximate.

*Note: The Chair of the Board may alter the order of business as they deem proper and necessary.*



# Corvallis

## SCHOOL DISTRICT

Agendas – Agendas and supporting materials are available online at <https://v3.boardbook.org/Public/PublicHome.aspx?ak=1000829> a few days before each School Board meeting. For more information, please contact Kim Nelson at [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us).

Communication With The School Board – Communication with the Board can be made by telephone, letter, e-mail and public testimony. Letters may be addressed to individual Board members or the Board as a whole and sent to 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. E-mail may be sent to [schoolboard@corvallis.k12.or.us](mailto:schoolboard@corvallis.k12.or.us) and will be sent to all board members simultaneously as well as to key District Office staff. For more information, please contact Kim Nelson at [kimberly.nelson@corvallis.k12.or.us](mailto:kimberly.nelson@corvallis.k12.or.us).

Consolidated Action Agenda – The purpose of the consolidated action agenda is to expedite action on routine agenda items. All agenda items that are not held for discussion at the request of a Board member or staff member will be approved/accepted as written as part of the consolidated motion. Items designated or held for discussion will be acted upon individually.

Public Comment –

Guidelines are at: <https://www.csd509j.net/about-us/school-board/provide-input-and-be-informed/>

Executive Session – Permissible purposes of Executive Sessions include: ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents; ORS 192.660(2)(b) – Discipline of Public Officers and Employees; ORS 192.660(2)(d) – Labor Negotiator Consultations; ORS 192.660(2)(e) – Real Property Transactions; ORS 192.660(2)(f) – Exempt Public Records; ORS 192.660(2)(h) – Legal Counsel; ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees; ORS 192.660(2)(j) – Public Investments.

Grievance Process - ORS 192.705

Grievances alleging a violation by a governing body of provisions in Public Meetings Law may be submitted in writing to Kim Nelson at [kim.nelson@corvallis.k12.or.us](mailto:kim.nelson@corvallis.k12.or.us) or submitted between 8:00 am – 5:00 pm Monday through Friday at 1555 SW 35<sup>th</sup> Street, Corvallis, OR 97333. Additional information is available on the district website.

| SCHOOL BOARD MEMBERS |              |                               |              |
|----------------------|--------------|-------------------------------|--------------|
| Judah Largent        | 541-231-8415 | Terese Jones, Co-Vice Chair   | 541-230-1673 |
| Sami Al-Abdrabbuh    | 541-283-6611 | Shauna Tominey, Co-Vice Chair | 541-829-8411 |
| Chris Hawkins        | 541-602-2045 | Luhui Whitebear, Chair        | 541-714.3305 |
| Bernie Wang          | 541-704-7298 |                               |              |

| EXECUTIVE STAFF MEMBERS                                                |              |
|------------------------------------------------------------------------|--------------|
| Ryan Noss, Superintendent                                              | 541-757-5841 |
| Melissa Harder, Assistant Superintendent / Human Resources Director    | 541-766-4857 |
| Lauren Wolfe, Finance Director                                         | 541-757-5874 |
| Byron Bethards, Student Growth & Experience Director                   | 541-757-5470 |
| Kim Patten, Operations Director                                        | 541-757-3849 |
| Kim Nelson, Executive Assistant to the Superintendent; Board Secretary | 541-757-5841 |